QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty-seventh Day of July, in the year Nineteen Hundred and Seventy-one, the following Bill of Complaint was brought to be recorded, to wit--

LUKE BAILEY R.F.D. 2 Centreville, Maryland 21617 Complainant vs. EARL L. CUMMINGS R.F.D. 2 Centreville, Maryland 21617 KATHERINE ELIZABETH CUMMINGS R.F.D. 2 Centreville, Maryland, 21617 MARK BAILEY, brother of Luke Bailey last known address: 2802 Washington Avenue, St. Louis, Missouri DORIS BAILEY, sister of Luke Bailey and Mark Bailey, Address unknown, and/or the unknown heirs, devisees, and personal representatives of Mark Bailey and/or Doris Bailey, Respondents	*	In the Circuit Court for Queen Anne's County In Equity. Cause No. #5257 Recorded 7/27/71 $15.00 PD

BILL OF COMPLAINT

TO YOUR HONORS, THE JUDGES OF SAID COURT:

The Bill of Complaint of Luke Bailey respectfully shows:

1. The Complainant, Luke Bailey, heretofore agreed to purchase from Earl L. Cummings and Katherine Elizabeth Cummings, his wife (two of the Respondents in this proceeding), a certain lot or parcel of land, situate, lying and being in the Sixth Election District of Queen Anne's County, Maryland, on the east side of, but not immediately adjacent to, Maryland Route No. 309, leading from Queen Anne to Starr.

2. The lot or parcel of land referred to in Paragraph 1 (hereafter referred to as "the property") was thereafter surveyed at the sole direction, cost and charge of the Complainant, by Show and Bartlett, Engineers. A signed copy of the Certificate of Survey of Show and Bartlett, dated September 4, 1968, is attached hereto, marked Complainant's Exhibit A as part hereof; and the statement of Show and Bartlett of the cost of such survey is attached hereto, marked Complainant's Exhibit A-1, as a part hereof.

3. In connection with the transfer of the property, the Complainant, again at his sole cost and charge, engaged the legal services of Howard Wood, III, Esquire, a member of the Queen Anne's County Bar, having offices on Lawyer's Row, in Centreville, Maryland.

4. The Complainant directed his attorney, Howard Wood, III, (hereafter referred to as "the attorney") to prepare a deed, based upon the aforesaid description, by which title was to be transferred from Earl L. Cummings and Katherine Elizabeth Cummings to"Luke Bailey, of Queen Anne's County in the State of Maryland, Doris Bailey, his sister, of the said County and State, and Mark Bailey, their brother, of Baltimore City, in the State of Maryland, as joint tenants."

5. In point of fact, the Complainant knows little, if anything about his infant years, or even the year of his birth, although he believes that he is approximately 47 years of age and knows that at least from and after 1927, until he reached sufficient age to become self-supporting, he was raised in various foster homes.

6. The Complainant believes that, as a small child, he remembers a person as a "brother" who was called "Mark Bailey" and a person as a"sister" who was called "Doris Bailey". However, the Complainant has neither seen nor heard from either of these persons at least since 1927, the year that he was apparently first placed in foster care.

7. In instructing the attorney, as referred to in Paragraph 4, the Complainant (who has never married and has no children-or other known relations, except to the extent that the recollections contained in Paragraph 6 indicate that such exist) hoped that some day he would locate such persons as are referred to in Paragraph 6 but that, as he expressed to the Respondent Earl L. Cummings at one point, "if anything happens to me (the Complainant) I want to hold it for them."

8. None of the information referred to in Paragraphs 5, 6 or 7 was disclosed to the attorney; and in fact, when questioned by the attorney about the residence of the two persons named in Paragraph 4 for formal inclusion in the deed, the Complainant through sensitivity as to his family condition and in order to perpetuate his ill-advised purpose, gave the attorney the addresses of the persons named in Paragraph 4 as contained in that Paragraph.

9. The Complainant at no time referred to in the preceding Paragraphs had any knowledge whatsoever about the whereabouts of the persons named in Paragraph 4, or indeed if such persons even existed, or if they existed, were or are living or dead.

10. The Complainant thereafter paid the agreed purchase price for the property to Earl L. Cummings and Katherine Elizabeth Cummings, his wife, who thereupon executed a deed prepared by the Complainant's attorney. That deed, dated October 4, 1968, is attached hereto, marked Complainant's Exhibit B, as a part hereof. The full purchase price was paid from funds belonging solely to the Complainant.

11. On October 16, 1968, the deed was recorded among the Land Records of Queen Anne's County in Liber C.W.C. 37, folio 699, together with a plat of the aforementioned survey of Shewand Bartlett, which was recorded at folio 698. All costs and expenses of recording, including recordation tax, were paid from funds belonging solely to the Complainant. The plat mentioned in this paragraph is marked Plaintiff's Exhibit B-1 and is attached as a part hereof.

12. Since the transfer of the property,

a- All taxes levied against the property by the State of Maryland and the County Commissioners of Queen Anne's County have been paid by the Complainant with funds belonging solely to him;

b- The Complainant has exercised full and complete control and dominion over the property;

c- The Complainant has not located and has no further information as to the whereabouts or existence of the other persons named as grantees in the deed (except as possibly limited by the facts contained in Paragraphs 15 and 16); but neither of them, nor anyone claiming by, through or under them or either of them, has made known to the Complainant any assertion of right by them, or any matter or fact which would indicate to any degree whatsoever that either of said persons, if they even exist, claim any interest in the property or have any knowledge whatsoever of the aforementioned deed; and

d- The deed, prepared by Complainant's attorney as aforesaid, remained in the custody of the attorney after it was executed by the Respondents Earl L. Cummings and Katherine Elizabeth Cummings, his wife, and until it was delivered by the attorney to the Clerk of this Honorable Court for recording on October 16, 1968; and thereafter remained on file with the Clerk until it was withdrawn by Complainant's now-attorney on July 27 1971, to be filed in this cause.

13. Subsequent to the events above recited, the Complainant desired to sell the property, and a deed for such sale was prepared by legal counsel for a prospective purchaser.

14. It was at this point that the Complainant first became fully aware of the legal significance and effect of his efforts to create for himself a family as referred to in Paragraphs 4 through 8, and to create and preserve for them an interest in the property if they were ever found to exist.

15. Inquiry by Complainant's attorney, Howard Wood III, disclosed that at the time that the Complainant was first placed in foster care in 1927, he was living with a woman who called herself "Carrie Bailey" (but who later claimed to be named "Carrie Johnson") who stated that the Complainant was not her child but the child of an un-named woman who had come from Virginia and left the Complainant.

16. Inquiry by Complainant's attorney, Howard Wood III, also disclosed that at the time referred to in Paragraph 15, there was also living in the home of "Carrie Bailey" or "Carrie Johnson" a second child, known as "Mark Bailey". The information contained in this and the preceding Paragraph is based solely upon the contents of a letter to Complainant's attorney, dated May 21, 1971, from Estella Baughman, Division Chief of the Children's Division of the Baltimore City Department of Social Services. Such letter which contains Complainant's only knowledge of any factual information concerning the persons referred to, is attached to this pleading, marked Complainant's Exhibit C, as a part hereof.

17. It was also learned that the second child referred to in Paragraph 16 subsequently entered the United States Navy; and a letter of the National Personnel Records Center, to the attorney dated June 21, 1971, indicates that a "Mark Lester Bailey" was discharged from the United States Navy on May 8, 1953, the address then given being the address used for the Respondent Mark Bailey in this proceeding. A Copy of the letter of June 21, 1971, is attached hereto, marked Complainant's Exhibit D, as a part hereof.

18. The Complainant has had absolutely no communication with any of the Respondents (other than Earl Cummings and Katherine Elizabeth Cummings); and all efforts to establish even the existence of "Doris Bailey, sister of Luke and Mark Bailey", have been futile.

19. The Complainant is now advised by the attorney and by his attorney in this proceeding, of the nature and extent of the mistakes and errors of judgment made by him as set forth in Paragraph 4 through 8.

20. To the extent that the facts herein indicate an attempt on the part of the Complainant to make a gift to the other two persons named as grantees in the deed filed as Complainant's Exhibit B, such attempt is hereby abandoned and withdrawn; and, as such gift has never been completed by any express or implied acceptance whatsoever, it is declared by the Complainant, as attempted donor, to be absolutely null and void.

21. In addition, even though the Complainant's actions were erroneous and ill-advised, the deed of October 4, 1968, referred to in Paragraph 10 and attached as Exhibit B, did not carry out the purpose of the Complainant, since he never had any intention or desire to restrict or limit his own rights or interests in the property during his lifetime, but rather to establish only contingent interests in the property in favor of his hoped-for relatives, in the event and to the extent that the Complainant died owning such interests in the property; and therefore the deed, executed at the request and direction of the Complainant by the Respondents Earl L. Cummings and Katherine Elizabeth Cummings, his wife, represents a mistake to the extent of the fact that it contains language which created rights or interests contrary to the purposes of the Complainant as set forth herein.

WHEREFORE, the Complainant prays:

a- That Complainant's Exhibit B, being the deed of October 4, 1968, referred to in Paragraph 10, be declared null and void, and that the Respondents Earl L. Cummings and Katherine Elizabeth Cummings, his wife, be directed to execute and deliver a new deed to the Complainant as sole grantee, in the same form as that contained in Exhibit B, but without any reference whatsoever to "Doris Bailey" or "Mark Bailey", and without reference to or creation of any joint tenancy;

b- In the alternative, that Complainant's Exhibit B, being the deed of October 4, 1968, referred to in Paragraph 10, be reformed by striking out the names of all grantees, except this Complainant, and by striking out any references whatsoever to any joint tenancy, or any form of ownership other than a sole, undivided fee simple, interest in the Complainant; and that the Clerk of this Court be directed to make appropriate corrections among the Land Records and among the indices thereof;

c- In the alternative, that Complainant's Exhibit B, being the deed of October 4, 1968, referred to in Paragraph 10, be reformed by having the granting clause read as follows:" grant and convey unto LUKE BAILEY, of Queen Anne's County, in the State of Maryland, for and during the term of his natural life, with full power during said term to sell, assign, convey, encumber or transfer any interest in said property as fully as if he were the sole owner thereof, in fee simple, with the remainder, if any, to DORIS BAILEY, his sister, of the said County and State, and MARK BAILEY, their brother, of Baltimore City, in the State of Maryland, as joint tenants, their assigns, and unto the survivor of them, his or her heirs and assigns, in fee simple"; and that such language also be substituted in the Habendum clause of such deed in the place of the words" Luke Bailey, Doris Bailey and Mark Bailey as joint tenants, their assigns and unto the survivor of them, his or her heirs and assigns, in fee simple"; and that the Clerk of this Honorable Court be directed to make appropriate entries of such changes among the Land Records and among the indices thereof; and

d- For such other and further relief as the nature of this cause may require.

AND, as in duty bound, etc.,

Luke Bailey
(Luke Bailey)
Complainant

John W. Sause, Jr.
119 Lawyers Row
Centreville, Maryland 21617
Telephone: 758-0970
Attorney for Complainant

Filed July 27, 1971

Complainant's Exhibit A -

2

CERTIFICATE OF SURVEY

We hereby certify that we have surveyed for Luke Bailey, single man, all that lot or parcel of land situate, lying and being on the East side of, but not immediately adjacent to Maryland Route No. 309, leading from Queen Anne to Starr, in the Sixth Election District of Queen Anne's County, in the State of Maryland, which is described by the following metes and bounds, courses and distances, to wit:

BEGINNING at an iron pipe in the South line of land of Robert P. Dean and being the Northeast corner of a lot of land of Clarence Lord; thence running by and with land of Robert P. Dean North twenty five degrees and fifty three minutes East (N 25-53 E), four hundred thirteen and eighty four one-hundredths (413.84) feet to an iron pipe and being the Northwest corner of another lot of land of Clarence Lord; thence by and with said land the following three courses and distances: 1. North sixty three degrees and eighteen minutes East (N 63-18 E), one hundred nineteen and ninety six one-hundredths (119.96) feet to an iron pipe; 2. South seventy nine degrees and forty three minutes East (S 79-43 E), one hundred sixty six and forty seven one-hundredths (166.47) feet to an iron pipe; 3. South fifty three degrees and twelve minutes East (S 53-12 E), three hundred thirty three and ninety two one-hundredths (333.92) feet to an iron pipe in the North line of land of Elwood Hawkins; thence by and with said Hawkins land South thirty two degrees and thirteen minutes West (S 32-13 W), five hundred forty eight and thirty nine one-hundredths (548.39) feet to an iron pipe and being the Southeast corner of the land of Clarence Lord; thence by and with said land North fifty seven degrees and fifty five minutes West (N 57-55 W), five hundred three and six-tenths (503.6) feet to an iron pipe, the place of beginning CONTAINING six and six hundred sixty nine one-thousandths (6.669) acres.

Also all that eighteen foot wide right of way, through and over land of Robert P. Dean, leading from Maryland Route No. 309 to the Northeast corner of the above described lot or parcel of land, which is described by the following metes and bounds, courses and distances, to wit: BEGINNING at a concrete monument in the Eastern right of way line of Maryland Route No. 309 and being the Northwest corner of land of Clarence Lord, thence by and with the East line of said road North twenty six degrees and twenty one minutes West (N 26-21 W), eighteen (18.00) feet; thence through and over land of Robert P. Dean the three following courses and distances: 1. North fifty seven degrees and fifty four minutes East (N 57-54 E), one hundred seventy four and two one-hundredths (174.02) feet; 2. North twenty five degrees and fifty three minutes East (N 25-53 E), eight hundred ninety eight and sixty eight one-hundredths (898.68) feet; 3. South sixty four degrees and seven minutes East (S 64-07 E), eighteen (18.0) feet to an iron pipe and being the Northeast corner of the above described lot or parcel of land;

thence binding on the North line of said lot and land of Clarence Lord South twenty five degrees and fifty three minutes West (S 25-53 W), nine hundred three and eighty four one-hundredths (903.84) feet to a concrete monument; thence still binding on the North line of land of Clarence Lord South fifty seven degrees and fifty four minutes West (S 57-54 W), one hundred eighty and ninety nine one-hundredths (180.99) feet to a concrete monument, the place of beginning -- CONTAINING four hundred forty six one-thousandths (0.446) acre.

Since no prior description of the lot described herein was available, nor any description of the Clarence Lord lands, the survey is based upon using corners as pointed out by Mr. Earl Cummings.

Sept. 4, 1968.

RCS:hb

Shew & Bartlett
Shew & Bartlett
Engr. reg. 1676.

Filed July 27, 1971

LIBER 7 PAGE 8

CIVIL
MECHANICAL
CONSTRUCTION
SURVEYS
SANITARY
CONSULTING

R. C. SHEW, PRESIDENT
W. D. BARTLETT, SECRETARY

3

Complainant's Exhibit A-1

SHEW AND BARTLETT

ENGINEERS

HACKS POINT BEACH
EARLEVILLE, MARYLAND 21010
PHONE CECILTON-CRESTWOOD 5-4891

Mr. Luke Bailey,
Centreville, Md. R.D. 2

	For survey of the Cummings Lot near Starr	$ 50.00

Filed July 27, 1971

No. 60434
Rec. 2681 RECEIVED FOR RECORD Oct. 1 1968 at 2:50 P.M.

THIS DEED, made this 4th day of October, 1968, by EARL L. CUMMINGS and KATHERINE ELIZABETH CUMMINGS, his wife, of Queen Anne's County, in the 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 Earl L. Cummings and Katherine Elizabeth Cummings, his wife, do hereby grant and convey unto LUKE BAILEY, of Queen Anne's County, in the State of Maryland, DORIS BAILEY, his sister, of the said County and State, and MARK BAILEY, their brother, of Baltimore City, in the State of Maryland, as joint tenants, 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 lot or parcel of land situate, lying and being in the Sixth Election District of Queen Anne's County, in the State of Maryland, on the east side of, but not immediately adjacent to, Maryland Route No. 309, leading from Queen Anne to Starr, which is described by metes and bounds, courses and distances, in accordance with a certificate of survey and plat thereof made by Shew and Bartlett on September 4, 1968, said plat being intended to be recorded among the land records of said Queen Anne's County immediately preceding the recording of this deed as follows, to wit:

BEGINNING at an iron pipe in the south line of land of Robert P. Dean and being the northeast corner of a lot of land of Clarence Lord; thence running by and with land of Robert P. Dean North 25 degrees 53 minutes East, 413.84 feet to an iron pipe and being the northwest corner of another lot of land of Clarence Lord; thence by and with said land the following 3 courses and distances: 1. North 63 degrees 18 minutes East, 119.96 feet to an iron pipe: 2. South 79 degrees 43 minutes East, 166.47 feet to an iron pipe; 3. South 53 degrees 12 minutes East, 333.92 feet to an iron pipe in the north line of land of Elwood Hawkins; thence by and with said Hawkins land South 32 degrees 13 minutes West, 548.39 feet to an iron pipe and being the southeast corner of the

land of Clarence Lord; thence by and with said land North 57 degrees 55 minutes West, 403.6 feet to an iron pipe, the place of beginning, containing 6.669 acres.

BEING the same land owned and occupied as his residence by George W. H. Price, who died a resident of Queen Anne's County prior to 1914, intestate, survived by Janie Price, his widow, who later married one John Green, as a result of which this property was assessed for taxes in the name of Jane Green Heirs, the said George W. H. Price having also been survived by six children, his three sons, Howard, Leroy and Perry having died unmarried more than thirty years ago, his daughter, Janie Price Blake having died without descendants, intestate, about the year 1926 (survived by her husband, Joe Blake, who later died without descendants, intestate, in Wilmington, Delaware), his daughter, Bertha Cummings, having died a widow, intestate, a resident of Baltimore City, Maryland, before the year 1926, and his daughter, Emma Price, later known as Emma Broadway, and finally as Emma P. Pritchett, to whom said land thus descended, late of Caroline County, Maryland, having devised her entire estate to the said Earl L. Cummings, fee simple, by her last Will and Testament, dated July 23, 1964, duly admitted to probate and recorded among the will records of Caroline County, 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.

TO HAVE and TO HOLD the said land and promises unto and to the use of the said Luke Bailey, Doris Bailey and Mark Bailey as joint tenants, their assigns and unto the survivor of them, his or her heirs and assigns, in fee simple, forever.

WITNESS the hands and seals of the said Grantors:

TEST:

Howard Wood — Earl L. Cummings (SEAL)
Earl L. Cummings

Howard Wood — Katherine Elizabeth Cummings (SEAL)
Katherine Elizabeth Cummings

LAW OFFICES
WOOD AND BRYAN
112 LAWYERS ROW
CENTREVILLE, MARYLAND

Complainant's Exhibit B

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

On this the 4th day of October, in the year nineteen hundred sixty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Earl L. Cummings and Katherine Elizabeth Cummings, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Katherine C. O'Neal

Notary Public
My Commission Expires July 1, 1969.

TITLE NOT EXAMINED

Filed July 27, 1971

LIBER 37 PAGE 701

LIBER 7 PAGE 11

No60433 Re26815 Received For Record Oct. 16,1968

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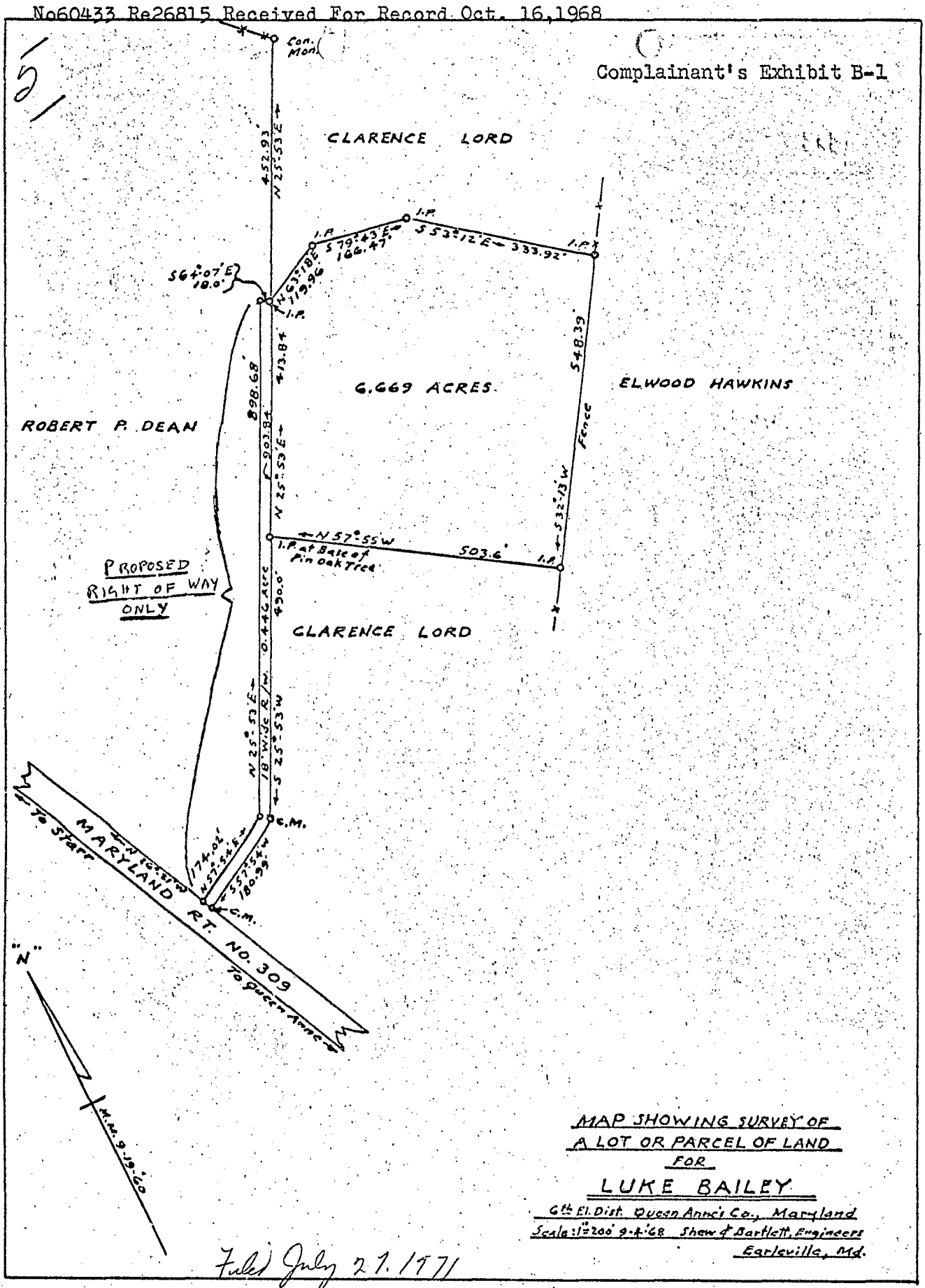
Complainant's Exhibit B-1



MAP SHOWING SURVEY OF
A LOT OR PARCEL OF LAND
FOR
LUKE BAILEY

6th El. Dist. Queen Anne's Co., Maryland
Scale: 1"=200' 9-4-'68 Shew & Bartlett, Engineers
Earleville, Md.

Filed July 21. 1971

BALTIMORE
DEPARTMENT OF SOCIAL SERVICES
1500 GREENMOUNT AVENUE • BALTIMORE, MARYLAND • 21202
MAURICE A. HARMON, DIRECTOR

Complainant's Exhibit C.

6

May 21, 1971

Mr. Howard Wood
Attorney-At-Law
119 Lawyers Row
Centerville, Maryland 21617

RE: BAILEY, Luke
BAILEY, Mark

Dear Mr. Wood:

I am indeed sorry to have been so slow in replying to your inquiry about Mr. Luke Bailey and Mr. Mark Bailey. Unfortunately, this record which was on micro-film, is on a terrible film and I just had not set aside time to go through it properly.

I think I can safely say that there is no record that Mr. Bailey ever had a sister Doris. She is never mentioned in our records and I would have to assume that this was some one who lived with him in some family sometime but is not a relative.

According to our records Luke and Mark Bailey came to the attention of the old Society for the Protection of Children from Cruelty and Immorality on 10-3-27. They were living with a woman known as Carrie Bailey and the oldest child was found with his hands tied behind him, fastened with a heavy rope. For their protection they were placed immediately at the St. Mary's Home for Little Colored Boys. The only information we were able to obtain from the landlord at 1301 North Stricker Street was that the house had been rented to a woman who he presumed to be the mother of the children. Later this woman claimed that her name was Carrie Johnson, that she was not the mother of the children, and that these children had been left with her by their own mother. However, she gave no real name for the presumed mother. She claimed that the mother had come from Virginia with one child and Mark had been born after she came to Baltimore. Our old face sheet says that the birth of Mark Lister Bailey was verified as 9-13-25 in Baltimore. I can pursue this and find out whether the indication that the birth was verified is true and perhaps find the correct name for the mother. We know that we were never able to verify the birth of Luke and our records simply indicate that he was born in 1923. I hope that the man has been celebrating some kind of day as his birthday, but by our records you would never know.

Luke Bailey never came into the care of any child placing Agency, as during his brief stay at St. Mary's Home for Little Colored Boys he was found to be disturbed and considered retarded. Responsibility was assumed by the predecessor agency to the Department of Mental Hygiene and placement eventually made with the family of Mr. A. B. Fearins.

Please address your response to: Miss Estella Baughman, Division Chief, Children's Division, D.S.S.
312 East Oliver Street, Baltimore, Maryland 21202.

Mark Lister Bailey was placed in foster care with the Henry Watson Children's Aid Society after he left the St. Mary's Home, one foster home, being that of Mrs. Nellie Thorn, West Friendship, Howard County Maryland and his last foster home placement was with Mrs. Elsie Stanley, 1622 Harlem Avenue. He left foster care to enlist in the United States Navy. Our records show that the consent for his enlistment was given 6-27-43, and we have no record of him after that date. His enlistment would have been from Baltimore, with his home address as 1622 Harlem Avenue.

I really have no idea about how you can go about finding the last foster mother as she was already an experienced foster parent in 1943. However, I will pursue this and let you know if I can find any further clues. Meanwhile, I suppose your best bet would be the Department of the Navy.

Sincerely yours,

Estella Baughman

(Miss) Estella Baughman
Division Chief
Children's Division

EB/jtf

cc: Mr. William B. Wise

Filed July 27, 1971

Complainant's Exhibit D

UNITED STATES OF AMERICA
GENERAL SERVICES ADMINISTRATION

National Personnel Records Center
(Military Personnel Records)
9700 Page Boulevard
St. Louis, Missouri 63132

DATE: June 21, 1971

REPLY TO ATTN OF: NCPMB-C

SUBJECT: Bailey, Mark Lester, 758 60 74

Mr. Howard Wood
Attorney at Law
119 Lawyers Row
Centreville, MD 21617

The Navy service record of Mark Lester Bailey shows that he was discharged on May 8, 1953. The latest address available for Mr. Bailey as of December 1961 is 2802 Washington Avenue, St. Louis, Missouri.

R. P. MC ALLISTER
Military Personnel Clerk

Filed July 27, 1971

Keep Freedom in Your Future With U.S. Savings Bonds

LIBER 7 PAGE 15

LIBER 7 PAGE 18

8

LUKE BAILEY,	*	In the Circuit Court for
Complainant	*	Queen Anne's County
vs.	*	in Equity.
EARL L. CUMMINGS, et al.,	*	Cause No. 5257
Respondents.	*	

Mr. Clerk:

Please issue process as follows:

1. To Earl L. Cummings and Katherine Elizabeth Cummings, in the usual manner.

2. Against all other Respondents as if they were residents, pursuant to Maryland Rule 180 a.

(John W. Sause Jr.)

Attorney for Complainant

Filed July 27, 1977

Circuit Court For Queen Anne's County

9

EQUITY SUMMONS:

August Return Day

File No. 5257

Docket C.W.C.#2, fol. 289

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

TO: Katherine Elizabeth Cummings
R.F.D. 2
Centreville, Maryland 21617

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

Luke Bailey
R.F.D. 2
Centreville, Maryland 21617

Issued the 27th. day of July 19 71

Witness the Honorable George B. Rasin, Jr. Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: John W. Sause, Jr.
ADDRESS: 119 Lawyers Row
Centreville, Maryland 21617
758-0970

NAME:

ADDRESS:

Charles W. Carl
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE August 17, 19 71, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed July 28, 1971

LIBER 7 PAGE 17

Summons served on Katherine Elizabeth Cummings and a copy of the summons and bill of complaint left with Catherine Elizabeth Cummings this 27th day of July, 1971.

George B. Shafe
Sheriff for Queen Anne's County

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

10/

August Return Day

File No. 5257

Docket C.W.C.#2, fol. 289

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

TO: Earl L. Cummings
R.F.D. 2
Centreville, Maryland 21617

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

Luke Bailey
R.F.D.#2
Centreville, Maryland 21617

Issued the 27th. day of July 19 71

Witness the Honorable George B. Rasin, Jr., Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: John W. Sause, Jr.
ADDRESS: 119 Lawyers Row ~~Centreville, Maryland 21617~~
758-0970

NAME:

ADDRESS:

Charles W. Cole
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE August 17 19 71, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed July 28, 1971

#19

Summons served on Earl L. Cummings and a copy of the summons and bill of complaint left with Earl L. Cummings this 27th day of July, 1971.

George B. Sharp
Sheriff for Queen Anne's County

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

11.

August Return Day

File No. 5257

Docket C.W.C.#2, fol.289

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

TO: Doris Bailey
Address unknown

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

Luke Bailey
R.F.D.2
Centreville, Maryland 21617

Issued the 27th. day of July 19 71

Witness the Honorable George B. Rasin, Jr., Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: John W. Sause, Jr.
ADDRESS: 119 Lawyers Row
Centreville, Maryland 21617
758-0970

NAME:

ADDRESS:

Charles W. Cecil
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE August 17, 19 71, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed July 28, 1971

LIBER 7 PAGE 20

Non-est 7-28-71.

George B. Shafer
Sheriff for Queen Anne's County

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

12

August Return Day

File No. 5257

Docket C.W.C.#2

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

TO: Mark Bailey
last known address
2802 Washington Avenue
St. Louis, Missouri

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

Luke Bailey
R.F.D. 2
Centreville, Maryland 21617

Issued the 27th. day of July 19 71

Witness the Honorable George B. Rasin, Jr., Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: John W. Sause, Jr.
ADDRESS: 119 Lawyers Row
Centreville, Maryland 21617
758-0970

NAME:

ADDRESS:

Charles W. Earl
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE August 17, 19 71, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed July 28, 1971

Non Est 7-27-71

George B. Sharp
Sheriff for Queen Anne's County

13/

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

September Return Day

File No. 5257

Docket C.W.C.#2, fol. 289

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

TO: Doris Bailey
Address Unknown

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

Luke Bailey
R.F.D. 2
Centreville, Maryland 21617

Issued the 3rd. day of August 19 71

George B. Rasin, Jr.,
Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: John W. Sause, Jr.
ADDRESS: 119 Lawyers Row
Centreville, Maryland 21617
758-0970

NAME:

ADDRESS:

Charles W. Cecil
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE September 21, 19 71, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Aug 4, 1971

LIBER 7 PAGE 22

Non Est 8-4-71 by order of John W. Sause, Jr., Attorney for Plaintiff.

George B. Sharp
Sheriff for Queen Anne's County

14

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

September Return Day

File No. 5257

Docket C.W.C. # 2, fol. 289

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

TO:
Mark Bailey
last known address
2802 Washington Avenue
St. Louis, Missouri

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

Luke Bailey
R.F.D. 2
Centreville, Maryland 21617

Issued the 3rd. day of August 19 71.

George B. Rasin, Jr.
Witness the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: John W. Sause, Jr.
ADDRESS: 119 Lawyers Row
Centreville, Maryland 21617
758-0970

NAME:

ADDRESS:

Charles W. Reif
Clerk
(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE September 21, 19 71, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Aug 4, 1971

Non Est 8-4-71 by order of Plaintiff's Attorney, John W. Sause, Jr.

George B. Sharp
Sheriff for Queen Anne's County

LUKE BAILEY	:	IN THE
vs.	:	CIRCUIT COURT
		FOR
EARL L. CUMMINGS et al.	:	QUEEN ANNE'S COUNTY
		Equity #5257

MOTION FOR ORDER OF PUBLICATION

Luke Bailey, Complainant, by John W. Sause, Jr., his attorney, moves pursuant to Maryland Rules 180 and 105 c for leave to proceed by publication against Mark Bailey, brother of Luke Bailey, and Doris Bailey, sister of Luke Bailey and Mark Bailey, and the unknown heirs, devisees, and personal representatives of Mark Bailey and/or Doris Bailey, Defendants. The grounds of the Motion are as follows:

1. This is an action in equity for the cancellation and/or reformatinn of a deed involving property within the jurisdiction of this Court, namely a lot or parcel of land, situate, lying and being in the Sixth Election District of Queen Anne's County, Maryland, on the east side of, but not immediately adjacent to, Maryland Route 309, leading from Queen Anne to Starr. Mark Bailey, brother of Luke Bailey, and Doris Bailey, sister of Luke Bailey and Mark Bailey, if living, would be proper parties to this action because they are named (along with the complainant) as grantees in the deed sought to be cancelled or reformed.

2. It is not known whether the said defendants are living or dead. If either is dead, then his or her successors in interest would be proper parties.

3. Pursuant to Maryland Rule 180 a, said defendants have been named as parties as if they were living and residents of Maryland. Two successive summonses against said defendants have been returned non est.

4. It is not known whether there are any successors in interest of said defendants, or if there are, whether they are residents or non-residents of Maryland.

5. Under Maryland Rule 180 b, the unknown successors in interest of said defendants may be made parties defendant and proceeded against by publication upon order of court, pursuant to Maryland Rule 105 c.

John W. Sause, Jr.
Attorney for Complainant

Filed Sept. 14, 1971

AFFIDAVIT

STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S:

I hereby certify that on this 14th day of September, 1971, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Luke Bailey, complainant in the above-named action, and made oath in due form of law that the matters and facts set forth in the foregoing Motion are true to the best of his knowledge, information and belief.

AS WITNESS, my hand and notarial seal.

Dorothy M. Monroe
Notary Public

Filed Sept. 14. 1971

ORDER

16

Upon the foregoing Motion and Affidavit, it is by the Circuit Court for Queen Anne's County, In Equity, this 14th day of September, 1971,

ORDERED, that the defendant Mark Bailey, brother of Luke Bailey, and the defendant Doris Bailey, sister of Luke Bailey and Mark Bailey may be proceeded against pursuant to Maryland Rule 105 c, and

FURTHER ORDERED, that the unknown heirs, devisees, and personal representatives of Mark Bailey and/or Doris Bailey are hereby confirmed as parties defendant and may be proceeded against by order of publication pursuant to Maryland Rule 105 c.

B. Hackett Turner Jr.
JUDGE

Filed Sept. 14. 1971

17

LUKE BAILEY
R.F.D. 2
Centreville, Maryland 21617

Complainant :

vs. ;

EARL L. CUMMINGS :
R.F.D. 2
Centreville, Maryland 21617

KATHERINE ELIZABETH CUMMINGS
R.F.D. 2
Centreville, Maryland 21617 :

MARK BAILEY, brother of Luke
Bailey last known address :
2802 Washington Avenue,
St. Louis, Missouri

DORIS BAILEY, sister of Luke
Bailey and Mark Bailey
Address Unknown :

and/or the unknown heirs,
devisees, and personal :
representatives of Mark
Bailey and/or Doris Bailey

Respondents :

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

Equity #5257

ORDER OF PUBLICATION

This is to give notice that on July 27, 1971, a Bill of Complaint was filed in the Circuit Court for Queen Anne's County by the Complainant against the above-named Respondents.

The substance of the Bill of Complaint is as follows:

1. Luke Bailey, the Complainant, purchased a tract or parcel of land from the Respondents Earl L. Cummings and Katherine Elizabeth Cummings, his wife. The tract of land lies in the Sixth Election District of Queen Anne's County, on the east side (but not immediately adjacent to) Maryland Route 309, leading from Queen Anne to Starr, which property was later particularly described in a deed from the said Respondents to

the Complainant and others, dated October 4, 1968, and recorded among the Land Records of said County in Liber C.W.C. 7, folio 699.

2. The purchase price for the property, the costs of a survey and plat of the property, all attorneys' fees connected with the transfer of the property, and all costs, fees and expenses of recordation, were paid from funds belonging solely to the Complainant.

3. The Complainant directed his attorney to draw the aforesaid deed in such manner as to create a joint tenancy as follows: "to Luke Bailey, of Queen Anne's County in the State of Maryland, Doris Bailey, his sister, of the said County and State, and Mark Bailey, their brother of Baltimore City, in the State of Maryland, as joint tenants."

4. At the time referred to, the Complainant in fact had no knowledge whatsoever about the whereabouts of the persons mentioned in the last paragraph, or if such persons even existed, or if they existed, were or are living or dead. The Complainant lived in foster homes from very early in his infant years; and although he has a recollection of persons named "Mark Bailey" and "Doris Bailey", he has neither seen nor heard from either at least since 1927.

5. Since transfer of the property in the manner aforesaid, all taxes levied against the property have been paid by the Complainant with funds belonging solely to him; and he has exercised full and complete dominion and control over the property; he has not located and has no further information as to the whereabouts or existence of the other persons named in Paragraph 3; neither of these persons, nor

anyone claiming by, through or under them or either of them, has made known to the Complainant any assertion of right by them, or any matter or fact which would indicate to any degree whatsoever that either of them, if they even exist, claim any interest in the property or have any knowledge whatsoever of the aforementioned deed; and the said deed has been either in possession of Complainant's attorney, or the Clerk of the Circuit Court, from the time it was executed until the time that this cause was filed.

6. Complainant's attorney has learned that a "Mark Lester Bailey", who may have been a brother of the Complainant, was released from the United States Navy on May 8, 1953, giving the address in the above title of this cause; but no further information concerning that person, and no information whatsoever concerning "Doris Bailey" has been obtained.

7. To the extent that the facts alleged in the Bill of Complaint, including attached exhibits, indicate an attempt on the part of the Complainant to make a gift to "Doris Bailey, his sister, of Queen Anne's County, Maryland, and Mark Bailey, brother of the Complainant and his 'sister', of Baltimore City, in the State of Maryland", such attempt is abandoned and withdrawn; and as such gift has never been completed by any express or implied acceptance whatsoever, it is declared by the Complainant to be absolutely null and void.

8. In addition, the purpose of the Complainant was not in fact to create the type of tenancy which he articulated to his attorney (as referred to in Paragraph 3); and the aforesaid deed of October 4, 1968, in creating a tenancy in the language set forth in Paragraph 3 did not carry out the purpose of the

Complainant in that he never intended or desired to restrict or limit his own rights or interests in the property during his lifetime, but rather to establish only contingent interests in the property in favor of his hoped-for relatives, in the event and to the extent that the Complainant died owning such interests in the property; and therefore the deed executed in the form referred to in Paragraph 3 represents a mistake to the extent that it contains language which creates rights or interests contrary to the purposes of the Complainant as set forth herein.

The object of the Bill of Complaint is:

a. To have the Circuit Court for Queen Anne's County declare the aforesaid deed of October 4, 1968, to be null and void, and direct the Respondents Earl L. Cummings and Katherine Elizabeth Cummings, his wife, to execute and deliver a new deed to the Complainant as sole grantee, without any reference whatsoever to "Doris Bailey" or "Mark Bailey" and without reference to or creation of any joint tenancy;

b. In the alternative, to have the Circuit Court for Queen Anne's County reform the deed of October 4, 1968, by striking out the names of all grantees, except the Complainant, and by striking out any references whatsoever to any joint tenancy, or any form of ownership other than a sole, undivided fee simple interest in the Complainant, and to direct the Clerk of the Circuit Court to make appropriate corrections among the Land Records and indices thereof;

c. In the alternative, to have the granting clause of the deed of October 4, 1968, reformed to read: "grant and convey unto LUKE BAILEY, of Queen Anne's County, in the State of Mary-

land, for and during the term of his natural life, with full power during said term to sell, assign, convey, encumber or transfer any interest in said property as fully as if he were the sole owner thereof, in fee simple, with the remainder, if any, to DORIS BAILEY, his sister, of the said County and State, and MARK BAILEY, their brother, of Baltimore City, in the State of Maryland, as joint tenants, their assigns, and unto the survivor of them, his or her heirs and assigns, in fee simple;" and that such language be also substituted in the habendum clause of such deed in the place of the words now contained therein; and that the Clerk of the Circuit Court be directed to make appropriate entries of such changes among the Land Records and among the indices thereof.

d. And for such other and further relief as the nature of this cause may require.

IT IS THEREUPON ORDERED, BY the Circuit Court for Queen Anne's County, this 14th day of September, 1971, that the Complainant, 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 13th day of October, 1971, shall give notice to (a) the defendants Mark Bailey and Doris Bailey, it not being known whether either such person is living or dead or whether either such person, if living, is a resident or a nonresident and (b) the defendants who are the unknown heirs, devisees, and personal representatives of the said Mark Bailey and/or Doris Bailey, it not being known whether there is any successor in interest of either such person or whether any such successor in interest is a resident or a non-resident, 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 15th day of ~~October~~ November, 1971, and file their answer or other initial pleading in the Clerk's Office of said Court at the Court House, Centreville, Maryland; otherwise a decree Pro Confesso and/or a final decree may be entered for the relief demanded by the Complainant.

Charles W. Cecil
Charles W. Cecil
Clerk of the Circuit Court for Queen Anne's County

Filed Sept. 14, 1971

18

Queen Anne's
RECORD-OBSERVER

Centreville, Md., Dec. 13 19 71

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Notice

in the case/estate of Equity No. 5257

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 October, 19 71 and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 15th day of Sept. 19 71, and the last insertion on the 6th day of Oct., 19 71

THE RECORD-OBSERVER CORPORATION

By Dorothy R. Brown

Filed Dec. 13, 1971

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
Equity No. 5257

LUKE BAILEY
R.F.D. 2
Centreville, Maryland 21617
Complainant

vs.

EARL L. CUMMINGS
R.F.D. 2
Centreville, Maryland 21617

KATHERINE ELIZABETH CUMMINGS
R.F.D. 2
Centreville, Maryland 21617

MARK BAILEY, brother of Luke Bailey last known address 2802 Washington Avenue, St. Louis, Missouri

DORIS BAILEY, sister of Luke Bailey and Mark Bailey
Address Unknown

and/or the unknown heirs, devisees, and personal representatives of Mark Bailey and/or Doris Bailey
Respondents

ORDER OF PUBLICATION

This is to give notice that on July 27, 1971, a Bill of Complaint was filed in the Circuit Court for Queen Anne's County by the Complainant against the above-named Respondents.

The substance of the Bill of Complaint is as follows:

1. Luke Bailey, the Complainant, purchased a tract or parcel of land from the Respondents Earl L. Cummings and Katherine Elizabeth Cummings, his wife. The tract of land lies in the Sixth Election District of Queen Anne's County, on the east side (but not immediately adjacent to) Maryland Route 309, leading from Queen Anne to Starr, which property was later particularly described in a deed from the said Respondents to the Complainant and others, dated October 4, 1968, and recorded among the Land Records of said County in Liber C.W.C. 7, folio 699.

2. The purchase price for the property, the costs of a survey and plat of the property, all attorneys' fees connected with the transfer of the property, and all costs, fees and expenses of recordation, were paid from funds belonging solely to the Complainant.

3. The Complainant directed his attorney to draw the aforesaid deed in such manner as to create a joint tenancy as follows: "to Luke Bailey, of Queen Anne's County in the State of Maryland, Doris Bailey, his sister, of the said County and State, and Mark Bailey, their brother of Baltimore City, in the State of Maryland, as joint tenants."

4. At the time referred to, the Complainant in fact had no knowledge whatsoever about the whereabouts of the persons mentioned in the last paragraph, or if such persons even existed, or if they existed, were or are living or dead. The Complainant lived in foster homes from very early in his infant years; and although he has a recollection of persons named "Mark Bailey" and "Doris Bailey", he has neither seen nor heard from either at least since 1927.

5. [illegible] absolutely null and void.

8. In addition, the purpose of the Complainant is not in fact to create the type of tenancy which he articulated to his attorney (as referred to in Paragraph 3); and the aforesaid deed of October 4, 1968, in creating a tenancy in the language set forth in Paragraph 3 did not carry out the purpose of the Complainant in that he never intended or desired to restrict or limit his own rights or interests in the property during his lifetime, but rather to establish only contingent interests in the property in favor of his hoped-for relatives, in the event and to the extent that the Complainant died owning such interests in the property; and therefore the deed executed in the form referred to in Paragraph 3 represents a mistake to the extent that it contains language which creates rights or interests contrary to the purposes of the Complainant as set forth herein.

The object of the Bill of Complaint is:

a. To have the Circuit Court for Queen Anne's County declare the aforesaid deed of October 4, 1968, to be null and void, and direct the Respondents Earl L. Cummings and Katherine Elizabeth Cummings, his wife, to execute and deliver a new deed to the Complainant as sole grantee, without any reference whatsoever to "Doris Bailey" or "Mark Bailey" and without reference to or creation of any joint tenancy;

b. In the alternative, to have the Circuit Court for Queen Anne's County reform the deed of October 4, 1968, by striking out the names of all grantees, except the Complainant, and by striking out any references whatsoever to any joint tenancy, or any form of ownership other than a sole, undivided fee simple interest in the Complainant, and to direct the Clerk of the Circuit Court to make appropriate corrections among the Land Records and Indices thereof;

c. In the alternative, to have the granting clause of the deed of October 4, 1968, reformed to read: "grant and convey unto LUKE BAILEY, of Queen Anne's County, in the State of Maryland, for and during the term of his natural life, with full power during said term to sell, assign, convey, encumber or transfer any interest in said property as fully as if he were the sole owner thereof, in fee simple, with the remainder, if any, to DORIS BAILEY, his sister, of the said County and State, and MARK BAILEY, their brother, of Baltimore City, in the State of Maryland, as joint tenants, their assigns, and unto the survivor of them, his or her heirs and assigns, in fee simple;" and that such language be also substituted in the *habendum* clause of such deed in the place of the words now contained therein; and that the Clerk of the Circuit Court be directed to make appropriate entries of such changes among the Land Records and among the Indices thereof.

d. And for such other and further relief as the nature of this cause may require.

IT IS THEREUPON ORDERED, BY the Circuit Court for Queen Anne's County, this 14th day of September, 1971, that the

NOTE***

The remaining columns will continue on Page 32.

5. Since transfer of the property in the manner aforesaid, all taxes levied against the property have been paid by the Complainant with funds belonging solely to him; and he has exercised full and complete dominion and control over the property; he has not located and has no further information as to the whereabouts or existence of the other persons named in Paragraph 3; neither of these persons, nor anyone claiming by, through or under them or either of them, has made known to the Complainant any assertion of right by them, or any matter or fact which would indicate to any degree whatsoever that either of them, if they even exist, claim any interest in the property or have any knowledge whatsoever of the aforementioned deed; and the said deed has been either in possession of Complainant's attorney, or the Clerk of the Circuit Court, from the time it was executed until the time that this cause was filed.

6. Complainant's attorney has learned that a "Mark Lester Bailey", who may have been a brother of the Complainant, was released from the United States Navy on May 8, 1953, giving the address in the above title of this cause; but no further information concerning that person, and no information whatsoever concerning "Doris Bailey" has been obtained.

7. To the extent that the facts alleged in the Bill of Complaint, including attached exhibits, indicate an attempt on the part of the Complainant to make a gift to "Doris Bailey, his sister, of Queen Anne's County, Maryland, and Mark Bailey, brother of the Complainant and his 'sister', of Baltimore City, in the State of Maryland"; such attempt is abandoned and withdrawn; and as such gift has never been completed by any express or implied acceptance whatsoever, it is declared by the Complainant to be

Complainant, 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 13th day of October, 1971, shall give notice to (a) the defendants Mark Bailey and Doris Bailey, it not being known whether either such person is living or dead or whether either such person, if living, is a resident or a nonresident and (b) the defendants who are the unknown heirs, devisees, and personal representatives of the said Mark Bailey and/or Doris Bailey, it not being known whether there is any successor in interest of either such person or whether any such successor in interest is a resident or a non-resident, 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 15th day of November, 1971, and file their answer or other initial pleading in the Clerk's Office of said Court at the Court House, Centreville, Maryland; otherwise a decree Pro Confesso and/or a final decree may be entered for the relief demanded by the Complainant.

Charles W. Cecil
Clerk of the Circuit Court
for Queen Anne's County
Filed September 14, 1971
True Copy
Test: Charles W. Cecil, Clerk
4t-10-6

LUKE BAILEY,	*	In the Circuit Court for
Complainant	*	Queen Anne's County
vs.	*	in Equity.
EARL L. CUMMINGS, et al.,	*	
Respondents.	*	Cause No. 5257

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Earl L. Cummings and Katherine Elizabeth Cummings, his wife, two of the Respondents in this proceeding, for answer to the Bill of Complaint heretofore exhibited against them respectfully say:

1. That they admit the allegations contained in Paragraphs 1 and 10 of the Bill of Complaint and recognize and identify Exhibit B referred to in said Paragraph 10 as the Deed executed by them, as recited in the Bill of Complaint.

2. That Earl L. Cummings admits that the Complainant made the statement referred to in the last part of Paragraph 7.

3. That as these Respondents are without knowledge of the other facts alleged by the Complainant in the Bill of Complaint, they are unable to answer the same.

4. Further answering the Bill of Complaint, these Respondents say:

(a) That the deed exhibited with the Bill of Complaint as Exhibit B was executed by them in the form directed by the Complainant, who was the only person with whom these Respondents dealt with respect to the sale and transfer of the property and who paid to these Respondents the full purchase price for the property;

(b) That these Respondents have met no person named "Mark Bailey" or "Doris Bailey" who claim to be any relation to the Complainant; and no person purporting to be an agent, servant, employee, or representative of "Mark Bailey" or "Doris Bailey" had any connection whatsoever with the Respondents' sale and transfer of the property referred to in the Bill of Complaint;

(c) That there was no written contract for the sale of the property, so that the only written memorial of the transaction is the deed referred to in the Bill of Complaint.

These Respondents are willing to execute a new deed to the Complainant, as requested in Paragraph a of the Bill of Complaint if the Honorable Court so determines and/or that this Honorable Court grant such other relief as is requested in Paragraphs b and c of the Bill of Complaint.

Earl L. Cummings
(Earl L. Cummings)

Katherine Elizabeth Cummings
(Katherine Elizabeth Cummings)

Filed Dec 13, 1971

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LUKE BAILEY	:	IN THE CIRCUIT COURT
vs.	:	FOR QUEEN ANNE'S COUNTY
EARL CUMMINGS, et al.	:	EQUITY # 5257
	:	

AFFIDAVIT OF MAILING

John W. Sause, Jr., attorney for Luke Bailey, Plaintiff herein, hereby certifies that on September 16, 1971, he mailed a letter (a copy of which is attached hereto as Exhibit A) and a copy of the Order of Publication passed in this cause to Mark Bailey, 2802 Washington Avenue, St. Louis, Missouri, as will more fully appear by reference to the receipt for such mailing, attached as Exhibit B; and that such letter and copy of show cause order were thereafter returned to this affiant marked "no such number" all as will more fully appear by reference to the unopened envelope containing such letter and copy attached as Exhibit B.

John W. Sause, Jr.
Attorney for Plaintiff

Subscribed and Sworn to
before me this 13th.
day of December, 1971.

Dorothy M. Monroe
NOTARY PUBLIC

My Commission Expires: July 1, 1974.

Filed Dec 13, 1971

xxxxxxxxx

September 16, 1971

Mark Bailey
2802 Washington Avenue
St. Louis, Missouri

Dear Sir:

This letter is addressed to and intended for the "Mark Bailey" who is the brother of Luke Bailey of R.F.D. 2, Centreville, Maryland.

Luke Bailey, my client, has filed suit against that Mark Bailey and others in the Circuit Court for Queen Anne's County, Maryland:

A copy of the Order of Publication passed in that suit is enclosed.

Please feel free to call upon me if you require any additional information.

Very truly yours,

John W. Sause, Jr.

JWSJR:ms

enclosure: Order of Publication
Equity No. 5257
Queen Anne's Record-Observer
of September 15, 1971, page 18

EXHIBIT A

Filed Dec. 13, 1971

LIBER 7 PAGE 36

EXHIBIT B

Filed Dec 13, 1971

No. 682505

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

SENT TO Mark Bailey.	POSTMARK OR DATE
STREET AND NO. 2802 Washington Avenue	CENTREVILLE, MD. SEP 16 1971 USPO
P.O., STATE AND ZIP CODE St. Louis, Missouri	
OPTIONAL SERVICES FOR ADDITIONAL FEES	
RETURN RECEIPT SERVICES: 1. Shows to whom and date delivered ..... 35¢; With delivery to addressee only ..... 65¢; 2. Shows to whom, date and where delivered ..... 35¢; With delivery to addressee only ..... 65¢	
DELIVER TO ADDRESSEE ONLY ..... 50¢	
SPECIAL DELIVERY (2 pounds or less) ..... 45¢	

POD Form 3800 July 1969 — NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL — (See other side) — GPO : 1969 O—358-312

LAW OFFICES
JOHN W. SAUSE, JR.
~~XXXXXXXXX~~
CENTREVILLE, MARYLAND 21617

Deliver to addressee only

RETURN RECEIPT REQUESTED

CERTIFIED No 682505 MAIL

Mark Bailey
2802 Washington Avenue
St. Louis, Missouri

SEP 20 1971
☐ Moved, left no address
☒ No such number CKC313
☐ Moved, not forwardable
☐ Addressee unknown

RETURN RECEIPT REQUESTED
DELIVER TO ADDRESSEE ONLY
SHOW TO WHOM, WHEN AND WHERE DELIVERED

21

LUKE BAILEY	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
vs.	:	
EARL CUMMINGS, KATHERINE ELIZABETH CUMMINGS, MARK BAILEY, DORIS BAILEY, and/or the unknown heirs, devisees, and personal representatives of Mark Bailey and/or Doris Bailey	:	EQUITY # 5257

MOTION FOR DECREE PRO CONFESSO

Luke Bailey, plaintiff, by John W. Sause, Jr., his attorney, moves, pursuant to Maryland Rule 310 (b), for a decree pro confesso against Mark Bailey, Doris Bailey and/or the unknown heirs, devisees, and personal representatives of Mark Bailey and/or Doris Bailey, defendants, for failure to comply with the requirements as to time for pleading in that the time for filing the Answer to Plaintiff's Bill of Complaint expired on November 15, 1971, and the said pleading has not been filed.

John W. Sause, Jr.
Attorney for Plaintiff

Filed Dec 13, 1971

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DECREE PRO CONFESSO

The foregoing Motion for Decree Pro Confesso having been read and considered and it appearing that the defendants named in such Motion have not filed their Answer to Plaintiff's Bill of Complaint, although notice was given as required by Maryland Rules 105 (c) and 180, it is this 15th day of December, 1971, by the Circuit Court for Queen Anne's County, In Equity;

ORDERED by the court that the Bill of Complaint of Luke Bailey is taken pro confesso against Mark Bailey, Doris

Bailey and/or the unknown heirs, devisees, and personal representatives of Mark Bailey and/or Doris Bailey 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.
B. Hackett Turner
JUDGE

Filed Dec 15, 1971

23

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

LUKE BAILEY :

VS. : CHANCERY NO. 5257

EARL L. CUMMINGS, et al. :

: : ::: : :

The undersigned, being one of the standing Examiners of the Circuit Court for Queen Anne's County, at the request of John W. Sause, Jr., attorney for the Plaintiff, and at the office of the said John W. Sause, Jr., 204 North Commerce Street, Centreville, Maryland, and on the 22nd day of February, 1972, at 1:00 o'clock, p.m., after swearing the witnesses and the stenographer, proceeded to take their testimony and I did not deem it necessary for me to examine any witnesses; there being no irregular or unusual circumstances; and present in addition to the Plaintiff, Luke Bailey was Earl L. Cummings, one of the Defendants, and Howard Wood, III, Esquire, a witness.

Edward Turner
Edward Turner, Examiner

Filed Feb. 24, 1972

Earl L. Cummings, one of the Defendants, being first duly sworn, deposes and says:

(By John W. Sause, Jr.)

1 Mr. Cummings you have been sworn and would you give Mrs. Duty your name and address?

A. Earl Cummings, Queen Anne, Maryland.

2 Mr. Cummings, I want to take you back to 1968, and ask you if at that time you sold a piece of property to Mr. Luke Bailey?

A. Yes, that is right.

3 I want to show you a Deed which is an Exhibit in this case and I am showing you Exhibit "B" which says that it is a Deed dated October 4, 1968, by Earl L. Cummings and Katherine Elizabeth Cummings and ask you if you can identify it. Is that your signature on the second page?

A. This is my signature.

4 Whose signature is that below yours?

A. That is my wife, Katherine.

5 I want to show you the last page of this Deed. Excuse me, I want to show you Exhibit "B-1" in this proceeding which is a Plat. Can you identify the Plat of an area of 6.669 acres? Can you identify that and what it is?

A. Yes.

6 Is this the land involved in the sale to Mr. Bailey?

A. Yes, that is correct, that is the land.

7 Now, as I understand it, you and your wife owned that land and sold it to Mr. Bailey in October, 1968. Is that right?

A. Yes, that's right.

8 Now, did you have any dealings with anybody else about this property?

A. Nobody but him, because I wasn't even going to sell it.

9 And how much were you paid for this property?

A. Five Hundred Dollars.

10 Was that paid in cash or by check?

A. It was paid by cash.

11 Who paid you this money?

A. Luke

12 Mr. Bailey, here?

A. That's right.

13 Now, did you ever meet anyone called Mark Bailey?

A. No.

14 Did you ever meet anyone named Doris Bailey?

A. No sir.

15 Since the time that you gave this Deed have you been familiar with this property? You live in that area don't you?

A. Oh yes, I visit back there and look the place over.

16 Have you ever heard of anyone else other than Mr. Bailey claiming that they have any interest in that property?

A. No, nobody.

17 Now, in the Bill of Complaint and in your Answer it is stated that Mr. Bailey said to you that if anything happened to him he just wanted to hold the property for Doris and Mark Bailey.

A. Yes, that's right.

18 But you never met them?

A. Never seen them; never heard tell of them.

19 How long have you lived in Queen Anne?

A. 55 years.

20 And how long have you known Mr. Bailey?

A. 25

21 Mr. Cummings is there anything at all that you can tell us about Doris or Mark Bailey?

A. Nothing, nothing at all.

John W. Sause, Jr.:

I want to introduce the two Exhibits identified by Mr. Cummings as Complainant's Exhibit "A", which was Exhibit "B" filed with the Bill of Complaint and the Plat which was Exhibit "B-1" filed with the Complaint, which will now be Complainant's Exhibit "B".

Luke Bailey, Plaintiff, being first duly sworn, deposes and says:

(By John W. Sause, Jr.)

1 Mr. Bailey would you give your full name and your address?

A. L-U-K-E B-A-I-L-E-Y (spelled out), Route #2, Centreville, Maryland.

2 Mr. Bailey you filed this suit to get a new Deed for this property near Starr and Queen Anne. Is that right?

A. Yes, that's right.

3 Mr. Bailey, where is it that you live?

A. I live right here on Wilmer Neck Road.

4 Is that in Queen Anne's County?

A. Yes.

5 How long have you lived there?

A. Right here, ten years.

6 Mr. Bailey, this suit is filed against Katherine Elizabeth Cummings and Earl L. Cummings. Have you ever had any suits against them before?

A. No, everything was very nice, very neat.

7 And there are no other law suits going on now between you and Mr. and Mrs. Cummings?

A. No, this is the only suit.

8 Now, you have also filed this suit against Mark Bailey and Doris Bailey. Have you ever had any law suits against them?

A. No sir, I haven't.

9 Have you ever had any law suits of any kind against any heirs of Mark Bailey and Doris Bailey?

A. I didn't.

10 Have you ever filed any other law suits?

A. No.

11 Against their heirs or anybody? Have you never sued them before?

A. No sir, I never sued them or anything like that.

12 Mr. Bailey, I want to show you a Deed dated October 4, 1968, which is the Deed that Mr. Cummings just identified. Can you identify this Deed?

A. Yes.

13 What is that Deed?

A. It is my Deed.

14 This is your Deed for your property between Starr and Queen Anne?

A. Yes sir, that it is.

15 That was Exhibit "A" that I have just shown you; that was identified by Mr. Cummings. Now, I want to show you this Plat which is Exhibit "B" that Mr. Cummings just identified. Is that the Plat of your property?

A. Yes it is.

16 Now, here is a survey of Shew & Bartlett which was Exhibit "A" attached to the Bill of Complaint and is now Exhibit "C".

Is that a survey that you got for this property?

A. That's right.

17 I am now showing you Exhibit "A-1" attached to the Bill of Complaint, which now will be Exhibit "D" which is a bill from Shew & Bartlett for $50.00.

A. That's right, absolutely right.

18 That bill is made out to you. Who paid that bill?

A. I did, myself.

19 Now, did you purchase this property from Mr. Cummings and his wife?

A. Yes sir, I really did.

20 How much did you pay for it?

A. $500.00, all together $550.00.

21 What was the other $50.00 for?

A. That was the survey bill and $500.00 I had to pay for the land.

22 Who paid for the recording of this Deed?

A. I did, that was $50.00.

23 You paid Mr. Howard Wood $50.00. Is that right?

A. Yes, that is absolutely correct.

24 So that this transaction cost you $600.00 - - $500.00 for the land; $50.00 for the survey; and $50.00 to Mr. Wood?

A. I had to pay $250.00 for soil conservation and opening the road up.

25 That was on top of the other $600.00?

A. I had to, because the road was blocked; so that I could get the road open for the soil conservation people and I had to pay the $250.00 before they could get back in the property.

26 Where did all of this money come from?

A. All this money came from me; from my own will power and work to get the job done.

27 So, all of this money was your personal earnings?

A. That's right, it came from me.

28 Did anyone give you any money?

A. No sir, no money came from the bank or anything, all the money came from my will power.

29 Mr. Bailey, in this Deed there is somebody named Doris Bailey.

A. Doris Bailey, yes sir.

30 Do you know where she is at present?

A. She died at John Hopkins Hospital; she was going to have a baby and she died; it was bad and I couldn't go there; so she died.

31 Do you know when she died?

A. I forget the date; it was a right good while ago.

32 Did you see her when she was dead?

A. No, they wrote to me when she died.

33 Mr. Bailey, when was the last time you saw Doris Bailey?

A. The last time I saw her was when she was going to North Carolina.

34 How long ago was that?

A. About ten years.

35 Before this Deed?

A. Yes, before this Deed.

36 How about Mark Bailey?

A. Mark Bailey died when I was in Baltimore in a State home; he was going in the service. Mrs. Little told me when I stayed over there in the home that he got killed in the service over there; and he has a will in the Baltimore Bank and there was $10,000.00 left for his wife over there.

37 Mr. Bailey, did you instruct Mr. Howard Wood to name those people in the Deed?

A. Yes sir, I did.

38 Why did you do that if you didn't know where they were or where or if they were living?

A. I thought they were living. After the Deed got drawed up it got all mixed up and that was all that happened. It was that quick; I don't know.

39 But you said this was ten years before you got the Deed.

A. I thought they was living at the time. I thought Doris was living.

40 But you told me she died before the Deed.

A. Anything can happen.

41 You have sworn to tell the truth here.

A. I have told the truth; every bit of the truth.

42 And you told me that she died ten years ago; that would have been 1962, and this Deed was not drawn until 1968. So, was she living or dead at the time that you got the Deed?

A. She was living then and I had her name put on there myself and Mark Bailey.

43 Mr. Bailey, have you ever seen these people; Mark Bailey or Doris Bailey?

A. Never have seen them, absolutely true.

44 Would you hope that there are people by these names existing and they are your brother and sister?

A. I hope that they were. I even asked Mrs. Little about that.

45 Mr. Bailey, who has paid the taxes on this property?

A. I paid them myself. It was myself. Every summer I had the money to pay my taxes right to the day in full - I paid them.

46 Who has been in control of this property?

A. Mr. Earl Cummings was in control until I bought it from him.

47 Do I understand that you just named this Mark Bailey and Doris Bailey and nobody paid you to put these names in this Deed?

A. I just did it myself.

48 Do you want to change that now so that the property is only in your name?

A. That is right, so I can get a clear Deed so I can sell it.

49 Do you have any idea where anybody could get in touch with anybody named Mark Bailey or anybody named Doris Bailey?

A. Nobody, we tried so hard but could get no contentment nowhere.

Howard Wood, III, Esquire, a witness, being first duly sworn, deposes and says:

(By John W. Sause, Jr.)

1 Would you state your name, address and occupation?

A. Howard Wood, III, attorney at law, Centreville, Maryland.

2 Mr. Wood, are you familiar with Complainant's Exhibit "A" which is a Deed dated October 4, 1968?

A. Yes, I prepared that Deed.

3 Would you tell us the background and information concerning that Deed, please?

A. I was engaged by the Plaintiff, Luke Bailey, who informed me that he had already paid cash in the sum of $500.00 as the purchase price to the Defendants, Earl L. Cummings and Katherine Elizabeth Cummings, his wife, for approximately 6 acres between Starr and Queen Anne, which he had surveyed by Shew & Bartlett; the plat and certificate of survey have been identified by Mr. Bailey in his testimony and Mr. Bailey asked that I prepare the Deed. He instructed me to have the Deed drawn to himself and his brother, Mark Bailey, of Baltimore City, and his sister, Doris Bailey of Corsica Neck, Queen Anne's County, and the survivor and

the survivor's heirs of the three of them. That is why I prepared the Deed in these three names as joint tenants. I billed Mr. Bailey $50.00 and he paid me that sum which covered my fee and all recording charges and I recorded the Deed for him.

4 Did you at that time have any contact with Mark Bailey or Doris Bailey?

A. None.

5 Do you know any such people?

A. No, I do not.

6 I would like to show you Complainant's Exhibits "C" and "D" attached to the Bill of Complaint which will now be Exhibits "E" and "F" and ask you if you can identify them?

A. Yes, the first one which is "C" is a letter from the Baltimore Department of Social Services, Estella Baughman, Division Chief of the Baltimore Division, dated May 21, 1971, responding to my inquiry about Mark and Doris Bailey.

7 And what prompted you to make that inquiry?

A. Mr. Bailey had tried to sell the property and when I told him that any papers would have to be signed by him, his brother and sister, Mark and Doris Bailey, he was unable to produce these persons and he finally gave me more information about his own history so that I was able to direct my inquiries to the Baltimore Department of Social Services. Mr. Bailey had been placed in a foster home in Queen Anne's County by a private agency, the records of which have now been taken over by the Department of Social Services. The other Exhibit which was Complainant's Exhibit "D" is a letter addressed to me on June 21, 1971, by the United States General Services Administration in answer to my inquiry about the whereabouts of Mark Lester Bailey from his Navy service record and this inquiry was prompted by the information I had from Miss Baughman.

8 Were you ever successful in these or in any other efforts to locate a Doris Bailey or a Mark Bailey?

A. No, I made many inquiries, but have met with no success except as respects the information from Miss Baughman.

9 I take it from what you say that no persons named Doris

Bailey or Mark Bailey or any persons claiming by, through, or under any of them have contacted you.

A. That is correct.

John W. Sause, Jr.:

The last two letters that Mr. Wood has identified were Exhibits "C" and "D" and will now be Exhibits "E" and "F". At this time I would also like to introduce as Complainant's Exhibit "G", the Certificate or Affidavit of Mailing and the attachments thereto which were filed in this proceeding on December 13, 1971.

Earl L. Cummings (recalled)

(By John W. Sause, Jr.)

1 Mr. Cummings, you gave your statement a few minutes ago and you are still under oath. Do you understand that?

A. Yes sir.

2 During the course of Mr. Bailey's testimony you mentioned to all of us that you had been in on an episode with Mr. Bailey trying to locate Mark Bailey and Doris Bailey.

A. That is right.

3. Would you tell us that again, please, so that the stenographer can record it?

A. That night we --

4 How long ago was it?

A. I don't rightly know the day. One night quite awhile ago we went to different houses that night on Kent Island. They were Baileys, but none knew Luke, so we went on further and it was getting late so I or we decided to come back home and I carried Luke home. The next morning we got up early and we hung out again on Kent Island and went to quite a few houses and couldn't find Mark or Doris Bailey. We went near all over Kent Island looking.

When we got nearly out of Kent Island, I decided to ask Luke if he had ever seen these people and heard tell of them and he said no, so I decided to come back to Centreville.

5 As far as you remember was this before this law suit was filed?

A. Oh yeah, it was before.

6 Was it after he got the Deed for this property?

A. I don't think Mr. Wood had given him the Deed for his property at that time.

7 You had signed the Deed before this happened?

A. Oh yes, we had signed the Deed one night in Mr. Wood's office.

8 You didn't hear anything about these people -Doris or Mark Bailey before you signed the Deed?

A. No sir, I didn't.

There being no further witnesses to be examined, the Examiner herewith makes his return to the testimony of Luke Bailey, Earl L. Cummings and Howard Wood, III, Plaintiff, Defendant and Witness; and the costs chargeable are as follows:

Betty S. Duty, special stenographer for taking and transcribing testimony	$10.00
Edward Turner, Examiner	$10.00
	$20.00

I do further certify that the said testimony was commenced at 1:00 o'clock, p.m., Tuesday, February 22, 1972, and was completed on the same day.

Edward Turner
Edward Turner, Examiner

Filed Feb 24 1972

LUKE BAILEY	:	IN THE
vs.	:	CIRCUIT COURT
EARL CUMMINGS, KATHERINE ELIZABETH CUMMINGS, MARK BAILEY, DORIS BAILEY, and/or the unknown heirs, devisees, and personal representatives of Mark Bailey and/or Doris Bailey	:	FOR QUEEN ANNE'S COUNTY EQUITY # 5257

: : : : : : :

D E C R E E

The above cause standing ready for Decree on the Bill of Complaint and Answer of Earl L. Cummings and Katherine Elizabeth Cummings and the Decree Pro Confesso entered December 15, 1971, against Mark Bailey, Doris Bailey and/or the heirs, devisees and personal representatives of Mark Bailey and/or Doris Bailey; the testimony taken before Edward Turner, Esquire, Examiner of this Court, on February 22, 1972, having been read and considered; and the Court finding that the total consideration for the Deed of October 4, 1968, referred to in the proceedings was paid by Luke Bailey without the participation, knowledge or consent of any other persons (and particularly any persons known as Mark Bailey or Doris Bailey) and that to the extent that a joint tenancy was created in such Deed, it was done under misapprehension of its effect by Luke Bailey and, in any event, would represent only an attempted gift by Luke Bailey to persons named Doris Bailey and Mark Bailey, which attempted gift was abandoned and withdrawn by Luke Bailey, the donor, prior to the time that the gift was accepted by or on behalf of any persons named Mark Bailey or

Doris Bailey,

THEREFORE, it is this 7th day of March 1972, by the Circuit Court for Queen Anne's County, In Equity, adjudged, ordered and decreed:

1. That the Deed of October 4, 1968, be and it is hereby declared to be null and void;

2. That the Respondents, Earl L. Cummings and Katherine Elizabeth Cummings, his wife, be and they are hereby directed to execute and deliver a new Deed to the Complainant, Luke Bailey, as sole grantee, in the same form as the Deed of October 4, 1968, but without reference whatsoever to "Doris Bailey" and "Mark Bailey", and without reference to creation of any joint tenancy, to the end that Luke Bailey will be the sole owner, in fee simple, of the property referred to in these proceedings;

3. That the Complainant, Luke Bailey, shall pay all costs, fees and expenses associated with the execution and recording of said Deed by Earl L. Cummings and Katherine Elizabeth Cummings;

4. That the Complainant, Luke Bailey, shall pay the costs of these proceedings.

B. Hoch Ott Turner Jr.
JUDGE

Filed Mar 7, 1972

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

WYE RIVER FARMS, INC., a Maryland corporation, WILLIAM A. HARDY, JR., and FRANK M. HARDY, trading as "RICH NECK PARTNERSHIP", ARTHUR W. BRYAN, and EMMETT B. BRYAN, all of Queenstown, Maryland, and FRANCIS A. FISHER, Grasonville, Maryland PLAINTIFFS	*	In the Circuit Court for Queen Anne's County
vs.	*	In Equity
HERMAN S. THOMPSON and MILDRED C. THOMPSON, his wife, HARRY LOCKWOOD and ARDELLA LOCKWOOD, his wife, JAMES BOWSER and PAULINE BOWSER, his wife, ARCHIE WILLIAMS, WILLIAM ARMON BROWN, all of Grasonville, Maryland, THE ROBINSONS AFRICAN METHODIST EPISCOPAL CHURCH, a Maryland religious corporation, Grasonville, Maryland, ROY PAUL WHITBY and MARY IMELDA WHITBY, his wife, all of Queenstown, Maryland, and WILLIAM E. COLEMAN, JULIUS GROLLMAN and LEONARD E. SMITH, constituting the County Commissioners of Queen Anne's County, a municipal corporation, Court House, Centreville, Maryland, QUEENSTOWN BANK OF MARYLAND, a body corporate, Queenstown, Maryland; SAMUEL E. W. FRIEL and JAMES R. FRIEL, Partners trading as Friel Lumber Company, Queenstown, Maryland, RICHARD B. C. DAVIDSON and FLORENCE DAVIDSON, his wife, Queenstown, Maryland, and FRANCIS B. BURCH, Attorney General of Maryland, State Law Department 1200 One Charles Center Baltimore, Maryland DEFENDANTS	*	Cause No. 4885

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, complaining, say:

1. That William A. Hardy, Jr., and Frank M. Hardy, trading as Rich Neck Partnership, are contract purchasers of a tract of land or farm in the Fifth Election District of Queen Anne's County, Maryland, described in the Contract of Sale between Roy Paul Whitby and Mary Imelda Whitby, his wife, Sellers, and said partners as Buyers, dated April 19, 1967, a copy of which is attached hereto as part hereof, marked "Plaintiffs' Exhibit A".

2. That Francis A. Fisher is the owner of a tract of land in said Fifth Election District described in the deed to him and his late wife from Frank T. Boone and wife, dated May 19, 1944, and recorded among the land records of Queen Anne's County in Liber A.S.G. No. 9, folio 370, a certified copy of which is attached hereto as part hereof, marked "Plaintiffs' Exhibit B".

3. That Wye River Farms, Inc., a Maryland corporation, is the owner of fourteen (14) tracts of land in the vicinity of the above described lands (and also near the lands herein described as belonging to Herman S. Thompson and wife) described in the first place in the deed to said corporation from Marjorie M. Hardy, et al., dated January 27, 1960, and recorded among said land records in Liber T.S.P. No. 53, folio 218, a certified copy of which is attached hereto as part hereof, marked "Plaintiffs' Exhibit C".

4. That Arthur W. Bryan and Emmett B. Bryan are the owners, as joint tenants, of two (2) tracts of land in the vicinity of the above described land (and also contiguous to the lands herein described as belonging to Herman S. Thompson and wife) described in a deed to them dated November 28, 1947, from Nellie G. Meredith, single, and recorded among the land records of Queen Anne's County in Liber A.S.G. No. 18, folio 441, a certified copy of which is attached hereto as part hereof, marked "Plaintiffs' Exhibit D".

5. That on June 16, 1964, pursuant to Article 66B of the Annotated Code of Maryland, 1957 edition, the Defendants, the County

Commissioners of Queen Anne's County, adopted a Comprehensive Zoning Ordinance for said County, of which a certified copy is attached hereto as part hereof, marked "Plaintiffs' Exhibit E".

6. That the Defendants, Herman S. Thompson and Mildred C. Thompson, his wife, are the reputed owners of a lot or parcel of land herein called "The Thompson Lot", in said Fifth Election District, described in the deed to them from James S. Tolson and wife dated June 10, 1966, and recorded among said land records in Liber C.W.C. No. 22, folio 241, of which a certified copy is designated "Petitioner's Exhibit No. 1" of the record of the hearing herein mentioned, which said record is in the possession of the County Commissioners of Queen Anne's County, and should be filed herein by said Commissioners in response to this bill.

7. That the Thompson lot is reputed to be further described by a survey designated "Petitioner's Exhibit No. 2" of said record.

8. That by said ordinance the Thompson lot was zoned as part of a large area of woodland in an "A-2" Agriculture-Conservation District, as appears by reference to a certified copy of an excerpt of the minutes of the Executive Meeting of the Queen Anne's County Board of Appeals held on July 5, 1966, filed herewith as part hereof, marked "Plaintiffs' Exhibit F."

9. That upon petition of the Defendants, Herman S. Thompson and Mildred C. Thompson, his wife, for rezoning of their said lot of land, in order to place it in an "R-5" General Residence District, the Defendants, the County Commissioners of Queen Anne's County, on the ground of original mistake in the zoning ordinance of June 16, 1964, did adopt a rezoning ordinance on June 14, 1967, effective immediately, a copy of which, and of the decision to adopt the same, signed by all three commissioners and their clerk, is part of the record to be filed herein by Defendants, the County Commissioners of Queen Anne's County.

10. By said rezoning ordinance, the County Commissioners of Queen Anne's County purported to rezone from an "A-2" Agriculture Conservation District to an "R-5" General Residence District,

not only the Thompson lot but also a strip of land 500 feet wide lying on the south side of the public road leading from Grasonville to Robinson's Church and extending from Parcel No. 369 (the Thompson Lot) easterly to and including Parcel No. 208 as shown on Queen Anne's County Sectional Zoning Map No. 58, said map being part of the record to be filed herein as aforesaid.

11. That the abovementioned strip of land 500 feet wide is owned or reputedly owned as follows:

(a) Part thereof by Defendants Harry Lockwood and Ardella Lockwood, his wife,

(b) Part thereof by Defendants James Bowser and Pauline Bowser, his wife, subject to the effect of a mortgage held of record by Defendant Herman S. Thompson,

(c) Part thereof by Defendant Archie Williams, subject to the effect of two mortgages, one held of record by Defendant Queenstown Bank of Maryland, and the other by Defendant Friel Lumber Company.

(d) Part thereof by Defendant William Armon Brown, subject to the effect of a mortgage held of record by Defendant, Herman S. Thompson.

(e) Part thereof by Defendant The Robinsons African Methodist Episcopal Church,

(f) Part thereof by Plaintiffs Arthur W. Bryan and Emmett B. Bryan, as joint tenants,

(g) Part thereof by Defendants Roy Paul Whitby and Mary Imelda Whitby, his wife, subject to (1) the effect of a mortgage held of record by Defendants Richard B. C. Davidson and Florence Davidson, his wife, and (2) the contract of sale described in Paragraph No. 1 of this bill.

12. That the aforementioned rezoning ordinance, dated June 14, 1967, is invalid, for that:

(a) It is arbitrary, capricious, discriminating and without relation to the public welfare of the County, there having been no competent evidence presented before the County Commissioners of Queen Anne's County showing a mistake in the original zoning of the Defendants' properties above described or any of them.

(b) It was adopted without the requisite fair procedure, in the following respects:

(1) The public notice advertising the hearing in a newspaper referred only to the Thompson lot and made no reference to any proposal to rezone the above described 500-foot strip of land or any part thereof;

(2) The 500-foot strip of land was not posted before the hearing, nor was any part thereof so posted;

(3) The County Commissioners of Queen Anne's County have failed to adopt rules governing its procedures in rezoning cases.

(4) The County Commissioners of Queen Anne's County permitted a witness produced by Petitioners Herman S. Thompson and wife at the hearing, to remain in their presence after the adjournment of the hearing and without any notice to Plaintiffs who had left the hearing room, then and there permitted the witness to give further extensive testimony and state opinions in favor of the rezoning of the Thompson lot, thereby denying Plaintiffs their rights to cross-examine the witness, and to submit rebuttal evidence.

(5) The County Commissioners of Queen Anne's County delegated to their counsel the duty to preside at the hearing and the duty to rule on all procedural questions and all questions arising between the parties during the hearing.

(c) Its effect if allowed to stand would be contrary to the purposes of the zoning laws of Maryland and of said Comprehensive Zoning Ordinance, in that:

(1) It would permit wholesale removal of one or more substandard, shed-type, multi-family housing structures now owned by Defendants Herman S. Thompson and Mildred C. Thompson, his wife, at the part of the said Fifth Election District of Queen Anne's County known as Kent Narrows, onto the Thompson lot or onto the 500-foot strip of land abovementioned, and thereby create overdensity of population, dangers of fire and panic, overcrowding of land, undue concentration of population, traffic hazards, and inadequacy of water, sewerage, schools, parks and other public requirements.

(2) It would reduce unnecessarily the total area of land in Queen Anne's County zoned for the uses of the "A-2" Agriculture-Conservation District.

(3) The uses permitted by the rezoning would tend to depreciate the value of the buildings and discourage the most appropriate use of the land in a wide neighborhood surrounding the rezoned land, including but not limited to the properties of the Plaintiffs.

(4) The said rezoning ordinance constitutes special action solely for the financial benefit of Herman S. Thompson and Mildred C. Thompson, his wife, and bears no relation to the public health, safety or welfare.

WHEREFORE, THE PLAINTIFFS PRAY:

(1) That this Honorable Court declare the said rezoning ordinance, dated June 14, 1967, invalid, unconstitutional, illegal and void.

(2) That this Honorable Court order the Defendant, the County Commissioners of Queen Anne's County, to file in this

cause all exhibits, letters, petitions, reports, maps, records and other evidence in its possession which were presented before it at the abovementioned hearing, and that said Defendant secure a transcript of testimony taken by the stenographer at said hearing and file the same in this cause.

(3) That this Honorable Court authorize additional evidence to be taken in open court or before the County Commissioners of Queen Anne's County, upon such conditions as the court deems proper, in order that Plaintiffs may rebut the testimony referred to in Paragraph 12(b)(4) of this bill.

(4) And for such further relief as the cause of the Plaintiffs 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 12, 1967

2/ Plaintiffs' Exhibit A

THIS CONTRACT OF SALE, made this 10th day of April, 1967, by and between ROY PAUL WHITBY and MARY INELDA WHITBY, his wife, of Queen Anne's County, State of Maryland, parties of the first part, hereinafter called "SELLERS"; and WILLIAM A. HARDY, JR. and FRANK M. HARDY, t/a RICH NECK PARTNERSHIP, parties of the second part, hereinafter called "BUYERS."

WITNESSETH, that the Sellers do hereby agree to sell and do sell unto the Buyers, and the Buyers do hereby agree to buy and do buy of the Sellers, at and for the sum of Sixty Thousand ($60,000.) Dollars, upon the terms hereinafter set forth, the following described real estate, to wit:

ALL that tract of land called or known as "The Fronto Farm", situate, lying and being in the Fifth Election District of Queen Anne's County, Maryland, which is more particularly described by metes and bounds, courses and distances, to wit:

BEGINNING for the same at a stone now, or formerly, there laid on the West side of the public road leading from Queenstown-Kent Island State Road to Bennetts Point; and running from thence (1) N 89° W 219.4 perches to a stone now, or formerly, there laid and the land now, or formerly, of Eugene L. Dudley; thence (2) S 110 perches to land now, or formerly, of Benjamin Carr; thence (3) with said land and the land now, or formerly, of Roberta W. Delahay S 88° 15' East 219 1/2 perches to the said public road leading from the said State Road to Bennetts Point; and thence (4) with said road 112.8 perches to the place of beginning. Containing 153 acres and one perch of land, more or less, known as Bennetts Point Road Farm.

SAVE AND EXCEPT THEREFROM:

(1) Deed to Catherine Ann Derickson, dated July 8, 1966, and recorded in Liber CWC No. 22, folio 651, conveying 44,000 square feet, more or less.

(2) Grant to Queen Anne's County Commissioners, dated April 3, 1967, and recorded in Liber C. W. C. No. 27, folio 511.

BEING the remainder of the property granted and conveyed unto Roy Paul Whitby, et ux, by deed from Diversified Projects, Inc., et al, dated July 3, 1958, and recorded in Liber T. S. P. No. 41, folio 361, of the Land Records of Queen Anne's County.

Filed July 12, 1967

ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
758-1660

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

THE TERMS OF SAID SALE ARE, AS FOLLOWS, TO WIT:

(1) The sum of Six Thousand ($6,000.) Dollars, upon execution of thisContract of Sale, the receipt of which is hereby acknowledged;

the sum of Eleven Thousand Five Hundred ($11,500.) Dollars, upon December 28, 1967, and;

the balance of Forty-two Thousand Five Hundred ($42,500.) Dollars, by cash or certified check upon settlement date, hereinafter set forth.

(2) Buyers to have incoming tenants rights for the year 1968, and full possession to be delivered on December 28, 1967, after receipt by the Sellers of the second payment, as above set out.

(3) All State, County, School and other taxes, including any special assessments, levied on the real estate hereinafter sold shall be apportioned to the date of final settlement.

(4) In the event the said Sellers fail to show a good and merchantable title to said real estate vested in said Sellers, and the defects are not remedied by them within 30 days from the date of final settlement hereinafter set forth, then, and in that event, said Sellers agree to return to said Buyers any and all monies paid hereunder and this Contract of Sale shall be deemed to be null and void. In the event that the said Sellers shall tender to said Buyers a conveyance of good and merchantable fee simple title as above set forth and the Buyers shall fail to make final settlement as hereinafter provided for, then and in that event all monies paid hereunder may, at the option of the Sellers, be retained as liquidated damages.

(5) The said Sellers upon payment unto them of said purchase money as aforesaid shall by deed convey said real estate and appurtenances sold herein, unto the said Buyers and/or such other person or persons as they may designate in fee simple, free and clear of all liens, mortgages, and other encumbrances, except publicly recorded easements or right of ways appertaining to the same for the construction of roads and the construction and maintenance ofutility lines, which said deed shall be in the usual form now in use in the State of Maryland, shall contain the usual covenants and warranties, and shall be executed and acknowledged agreeable to law by said Sellers at the expense of said Buyers, such expense to include the fee for preparation of said Deed, recording charges and costs incident thereto, all necessaryrevenues stamps and recordation stamps to be affixed to said Deed, and any surveys made by the Buyers of the property sold hereunder shall be atthe expense of the Buyers.

(6) The Sellers agree to continued, pending final settlement, such fire insurance policies covering the buildings on said real estate as are now in force thereon, and further agree to cause to be attached to said policies a loss payable clause in favor of the Buyers as their interest may appear, and the Buyers have the right to procure at their cost whatever additional insurance they may desire during the period of this

ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
758-1660

Contract of Sale.

(7) During the period of the Sellers possession under this Contract of Sale prior to final settlement, the Sellers shall be responsible for the maintenance and repair of the property in all respects and covenants to deliver the property on final settlement in the same condition as it is on the date of this Contract of Sale, reasonable wear and tear excepted.

(8) Said deed shall be delivered and payment of said purchase money, as aforesaid, shall be made at the office of Robert R. Price, Jr., 103 Lawyer's Row, Centreville, Maryland between the hours of 10:00 A.M. and 3:30 P.M., on the 2nd day of January, 1968, or upon a prior date agreeable to both the Sellers and the Buyers.

The Sellers shall be liable for payments of all real estate commissions due from this sale.

AND this Contract of Sale further witnesseth:

A. That the Sellers, for themselves, their heirs and assigns, covenant to and with the Buyers, their heirs and assigns, to perform that part of this Contract of Sale on their part to be performed in the manner and at the times herein provided for the performance of the same.

B. That the Buyers, for themselves, their heirs and assigns, covenant to and with the said Sellers, their heirs and assigns, to perform that part of this Contract of Sale on their part to be performed in the manner and at the times herein provided for the performance of the same.

IN TESTIMONY WHEREOF, the said parties to this Contract of Sale have hereunto subscribed their names and affixed their seals, and to one other copy of like tenor and effect, duplicate of this Contract of Sale, on the day and year first hereinbefore written.

WITNESS:

Roy Paul Whitby (SEAL)
Roy Paul Whitby

Mary Ioelda Whitby (SEAL)
Mary Ioelda Whitby,
his wife,
Sellers.

William A. Hardy (SEAL)
William A. Hardy, Jr.

Frank M. Hardy (SEAL)
Frank M. Hardy,
t/a Rich Neck Partnership,
Buyers.

ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
758-1660

::::::::::::::::::::::::::::::::::::.
#22,462. QUEEN ANNE'S COUNTY, TO WIT:
Be it remembered that on the Twenty Fourth day of May, in the year nineteen hundred and forty four, the following Deed was brought to be recorded, to wit:-

One-Two Dollar and One-Twenty Cent
Int. Rev. Stamps. Endorsed J.P.S.
5-24-44

One-One Dollar, One-Fifty Cent, One-
Twenty Cent and One-Ten Cent Recordation
Tax Stamps. Endorsed J.P.S. 5-24-44

THIS DEED, made this nineteenth day of May, in the year nineteen hundred and forty-four, by and between Frank T. Boone and Kathleen V. Boone, his wife, parties of the first part, "Grantors", and Francis A. Fisher and Lucinda H. Fisher, his wife, parties of the second part, "Grantees".

WITNESSETH: That, in consideration of the sum of Eighteen Hundred Dollars ($1800.00), the said Frank T. Boone and Kathleen V. Boone, his wife, do hereby grant and convey unto the said Francis A. Fisher and Lucinda H. Fisher, his wife, as tenants by the entireties, their heirs and assigns, in fee simple, the following described real estate, to wit:

All that tract of land or small farm situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, on the west side of the public road leading from the Queenstown-Kent Island state road at or near Grasonville (at the Cemetery road turn) to the public road leading from said state road to Bryantown, adjoining the lands of or formerly of Carrie V. Goodhand, William J. Price, James B. Rhodes and others, and bounded now by the lands of Carrie V. Goodhand on the northerly side, the lands of Samuel Washington on the westerly side, and the lands of J. Edgar Bryan on the southerly side, and more particularly described by metes and bounds, courses and distances, to wit: BEGINNING for the same in the middle of the said Grasonville-Bryantown public road opposite a stone along the edge of said public road and at the point where the woodland of the said Carrie V. Goodhand corners with this property, and running thence with the land of the said Carrie V. Goodhand (1) North 87 deg. 30 min. West, 36 perches to a stone; thence (2) South 6 deg. 15 min. West, 50 perches to a stone; thence (3) North 88 deg. 30 min. West, 29.4 perches to a stone, which forms the

Plaintiff's Exhibit B

third corner of a triangle with an oak tree and a chestnut tree forming the other two corners; thence (4) South 7 deg. East, 67.2 perches to a stone; thence (5) South 87 deg. 30 min. East, 89 perches to the middle of said public road; and thence with said public road (6) North 12 deg. 15 min. East, 120.8 perches to the said place of beginning, containing Forty-Nine and One-half (49-1/2) Acres of land, more or less, SAVING AND EXCEPTING, HOWEVER, THEREFROM, the quantity of Two and one-half acres, more or less, located at the southeast portion of the above described property which the said grantors have sold unto one Harry Johnson in the quantity of 1/2 of an acre, and that sold unto Bessie Boulden and others in the quantity of 2 acres under a contract of sale but for which said 2-1/2 acres so sold by the grantors unto Johnson and the Bouldens no deed has as yet been given but for which a deed will be given in the near future; thus leaving the quantity of land hereby intended to be conveyed by these presents the quantity of Forty-seven Acres (47 Acres) of land, more or less.

Being the same land conveyed unto the grantors by Herman F. Lauster and wife by deed dated November 4th, 1936, and recorded among the land records of Queen Anne's County in Liber W. H. C. No. 4-A, folio 37, etc.

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 to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said tract of land or small farm and premises unto and to the use of the said Francis A. Fisher and Lucinda H. Fisher, his wife, as tenants by the entireties, their heirs and assigns, forever in fee simple.

AND the said Frank T. Boone and Kathleen V. Boone do hereby covenant that they have not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted and conveyed; that they will warrant specially the property hereby granted; and that they will execute such further assurance of said land as may be requisite.

WITNESS the hands and seals of the grantors.

TEST as to both grantors:

W. I. TUTTLE
W. I. Tuttle

FRANK T. BOONE (SEAL)
Frank T. Boone

KATHLEEN V. BOONE (SEAL)
Kathleen V. Boone

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

I HEREBY CERTIFY, that on this 19th. day of May, 1944, before the Subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Frank T. Boone and Kathleen V. Boone, his wife, and each acknowledged the aforegoing DEED to be their respective act.

Witness my hand and notarial seal.

WASHINGTON I. TUTTLE
Washington I. Tuttle
Notary Public.

My commission expires: May 5, 1945.

Notary
Public
Seal.

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber A.S.G.Jr., No. 9, folio 370, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the [illegible] of the Circuit Court for Queen Anne's Anne's County this [illegible] July in the year nineteen hundred and sixty [illegible]

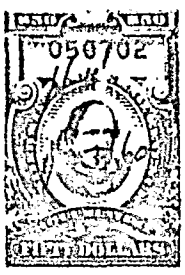
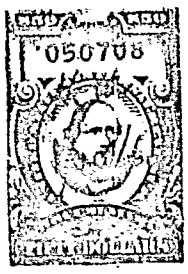
Charles W. Cecil
Clerk

Filed [illegible] 12, 1947

4

#43,810 LIBER 53 PAGE 218

RECEIVED FOR RECORD Jan 27, 1960

THIS DEED, made this 27th day of January, in the year nineteen hundred sixty, by Marjorie M. Hardy, divorced, of Fairfield County, in the State of Connecticut, and William A. Hardy, Jr., Anne L. Hardy, his wife, and Frank M. Hardy, single, all of Queen Anne's County, in the State of Maryland;

WITNESSETH, that for and in consideration of the sum of Five Dollars ($5.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, and in further consideration of the assumption by the grantee of the payment of the mortgages hereinafter mentioned, the said Marjorie M. Hardy, William A. Hardy, Jr., and Anne L. Hardy, his wife, and Frank M. Hardy do hereby grant and convey unto Wye River Farms, Inc., a body corporate, duly incorporated under the laws of the State of Maryland, its successors and assigns, in fee simple, all of the following described real estate, to wit:

FIRST: ALL those fourteen (14) tracts of land recently known collectively as "Wye River Farms", situate, lying and being in the Fifth Election District of Queen Anne's County, in the State of Maryland, which are described in the deed from Ruth Sickler Dutcher, widow, to the said William A. Hardy, Jr., and Frank M. Hardy, dated April 1, 1959, and recorded among the land records of said Queen Anne's County in Liber T.S.P. No. 47, folio 67, to which said deed and the references therein contained especial reference is hereby made for a particular description of said fourteen (14) tracts of land by metes and bounds, courses and distances;

SECOND: ALL that tract of land known as "Mainbrace Farm", recently known as "Broad Margins Farm", situate, lying and being in the Fifth Election District of Queen Anne's County, in the State of Maryland, which is particularly described in the Certificate of Survey of William H. Elliott, dated May, 1939, and recorded on June 17, 1946, among the land records aforesaid in Liber A.S.G. No. 14, folio 176, containing 760.477 acres of land, more or less; SAVING and EXCEPTING the part thereof conveyed by Clarita M. Moeser and husband and Marjorie M. Hardy and husband to the State of Maryland, to the use of the State Roads Commission of Maryland, by deed dated December 30, 1952, and recorded among said land records in Liber T.S.P. No. 9, folio 36; TOGETHER with all the right, title and interest of said Marjorie M. Hardy in and to the land formerly constituting the bed of a public road leading into said tract of land from old U. S. Route No. 50, the same having been duly abandoned as a public road by the County Commissioners of Queen Anne's County on the 30th day of December, 1952, upon proper petition of Clarita M. Moeser and Charles R. Moeser, her husband, and proper advertisement; BEING the same and all of the tract of land and premises which were granted and conveyed unto the said Marjorie M. Hardy by Clarita M. Moeser and Charles R. Moeser, her husband, by deed dated December 29, 1952, and recorded among said land records on December 30, 1952, in Liber T.S.P. No. 8, folio 224; to which said deeds and proceedings especial reference is hereby made for a particular description of said "Mainbrace Farm";

THIRD: ALL of that tract of land composed of parts of tracts of land called "Wheatlands" and "Gallow's Field", situate, lying and being in the Fifth Election District of Queen Anne's County, in the State of Maryland, containing 120.60 acres of land, more or less, which was granted to the said Marjorie M. Hardy by Consuelo U. Ford and husband by deed dated May 21, 1953, and recorded among said land records in Liber T.S.P. No. 11, folio 165, to which said deed especial reference is hereby made for a particular description of said land by metes and bounds, courses and

Plaintiff's Exhibit C

Filed July 12, 1967

distances;

FOURTH: ALL that part of a tract of land once known as "Wheatlands", adjoining the land above described as "Third", which was granted in fee simple to the said Marjorie M. Hardy as "Parcel No. 1" in the deed from Consuelo U. Ford and husband dated May 28, 1956, and recorded among said land records in Liber T.S.P. No. 28, folio 389, to which said deed especial reference is hereby made for a particular description of said land by metes and bounds, courses and distances;

FIFTH: ALL that tract of land or farm known as the "Queen Farm", recently known as the "Golt Farm", the "Church Farm" and as the "Littig Farm", situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, which is particularly described by survey plat made by Shew & Bartlett, Surveyors, dated February 24, 1959, and recorded among said land records in Liber T.S.P. No. 47, folio 89, to which said plat especial reference is hereby made for a particular description of said tract of land by metes and bounds, courses and distances, containing by said survey 290.733 acres of land, more or less; being the same land which was granted to the said William A. Hardy, Jr., by James E. Thompson, Jr., Trustee, by deed dated September 4, 1957, and recorded among said land records in Liber T.S.P. No. 36, folio 394;

SUBJECT, nevertheless, to the lien, legal operation and effect of the mortgage, upon the eighteen (18) tracts or parcels of land described under the headings "FIRST" through "FIFTH" above, from the said grantors to The Prudential Insurance Company of America, dated April 1, 1959, and recorded in said Liber T.S.P. No. 47, folio 82, under which there is an unpaid principal indebtedness of $195,000.00 with interest from November 1, 1959;

SIXTH: ALL that tract of land or farm composed of five (5) parcels of land known collectively as the "Hergenrather Farm", situate, lying and being in the Fifth Election District of Queen Anne's County, in the State of Maryland, containing a total area of 313.643 acres of land, which was granted to the said William A. Hardy, Jr., by Louise F. Hergenrather, et al., by deed dated March 26, 1958, and recorded among said land records in Liber T.S.P. No. 40, folio 312; SAVING and EXCEPTING, the parts thereof which were granted by the said William A. Hardy, Jr., et al., to the State of Maryland, to the use of the State Roads Commission of Maryland, by deed dated February 7, 1959, and recorded among said land records in Liber T.S.P. No. 46, folio 85, to which said deeds especial reference is hereby made for a particular description of said tract of land; SUBJECT, nevertheless, to the lien, legal operation and effect of the mortgage from the said William A. Hardy, Jr., and Anne L. Hardy, his wife, to Howard Wood, Successor Trustee for Harriet McK. Gibson, dated April 14, 1958, and recorded among said land records in Liber T.S.P. No. 40, folio 321, under which the principal debt stands unpaid in the sum of $25,000.00 with interest from October 14, 1959;

SEVENTH: ALL that lot or parcel of land formerly known as the "Reynolds Locker Plant Property", situate, lying and being in the Town of Centreville, in the Third Election District of Queen Anne's County, in the State of Maryland, containing 1.159 acres of land, more or less, which was granted to the said William A. Hardy, Jr., by Carl Morris and wife by Deed and Absolute Bill of Sale dated August 1, 1957, and recorded among said land records in Liber T.S.P. No. 36, folio 72, to which said deed especial reference is hereby made for a particular description of said lot or parcel of land by metes and bounds, courses and distances; SUBJECT, nevertheless, to the lien, legal operation and effect of

the mortgage from the said William A. Hardy, Jr., to the said Carl Morris and Anna Morris, his wife, dated August 1, 1957, and recorded in said Liber T.S.P. No. 36, folio 75, under which there is an unpaid principal debt of $6,200.00 with interest from August 1, 1959;

EIGHTH: ALL that lot or parcel of land, adjoining the land above described as "SEVENTH", containing 2.04 acres of land, more or less, which was granted to the said William A. Hardy, Jr., by Marvin K. Morris, widower, by deed dated August 1, 1957, and recorded among said land records in Liber T.S.P. No. 36, folio 78, to which said deed especial reference is hereby made for a particular description of said lot or parcel of land by metes and bounds, courses and distances.

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 land and premises, subject to the respective liens and to the legal operation and effect of said mortgages, unto and to the use of the said body corporate, Wye River Farms, Inc., its successors and assigns, in fee simple, forever;

AND the said body corporate, Wye River Farms, Inc., as is evidenced by its acceptance of the delivery of this deed, hereby covenants to assume the payment of said unpaid principal mortgage debts and the interest unpaid under said mortgages in accordance with the terms thereof, to assume all obligations of the respective grantors herein as mortgagors in accordance with the covenants of said mortgages, and, in the event of default by said body corporate in the payment or performance of the obligations hereby assumed, to indemnify and save harmless the grantors herein and each of them, their and each of their heirs, executors and administrators from any expense or loss resulting from any such default.

AND, except as to said mortgages, and usual public road and utility easements of record, the said Marjorie M. Hardy, William A. Hardy, Jr., and Frank M. Hardy hereby jointly and severally covenant that they have not done nor suffered to be done any act, matter or thing to encumber the real estate hereby conveyed or any part or parts thereof; that they will warrant specially the real estate hereby conveyed; and that they will give such further assurances of said land as may be requisite.

WITNESS the hands and seals of the said grantors:

TEST:

Richard P. Thomas — Marjorie M. Hardy (SEAL)
(Marjorie M. Hardy)

Chas. C. Green — William A. Hardy Jr. (SEAL)
(William A. Hardy, Jr.)

Chas. C. Green — Arne L. Hardy (SEAL)
(Arne L. Hardy)

Chas. C. Green — Frank M. Hardy (SEAL)
(Frank M. Hardy)

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

On this the 27th day of January, in the

year nineteen hundred sixty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared William A. Hardy, Jr., and Anne L. Hardy, his wife, and Frank M. Hardy, single, 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.

Chas C. Green
Notary Public

My commission expires: May 1, 1961

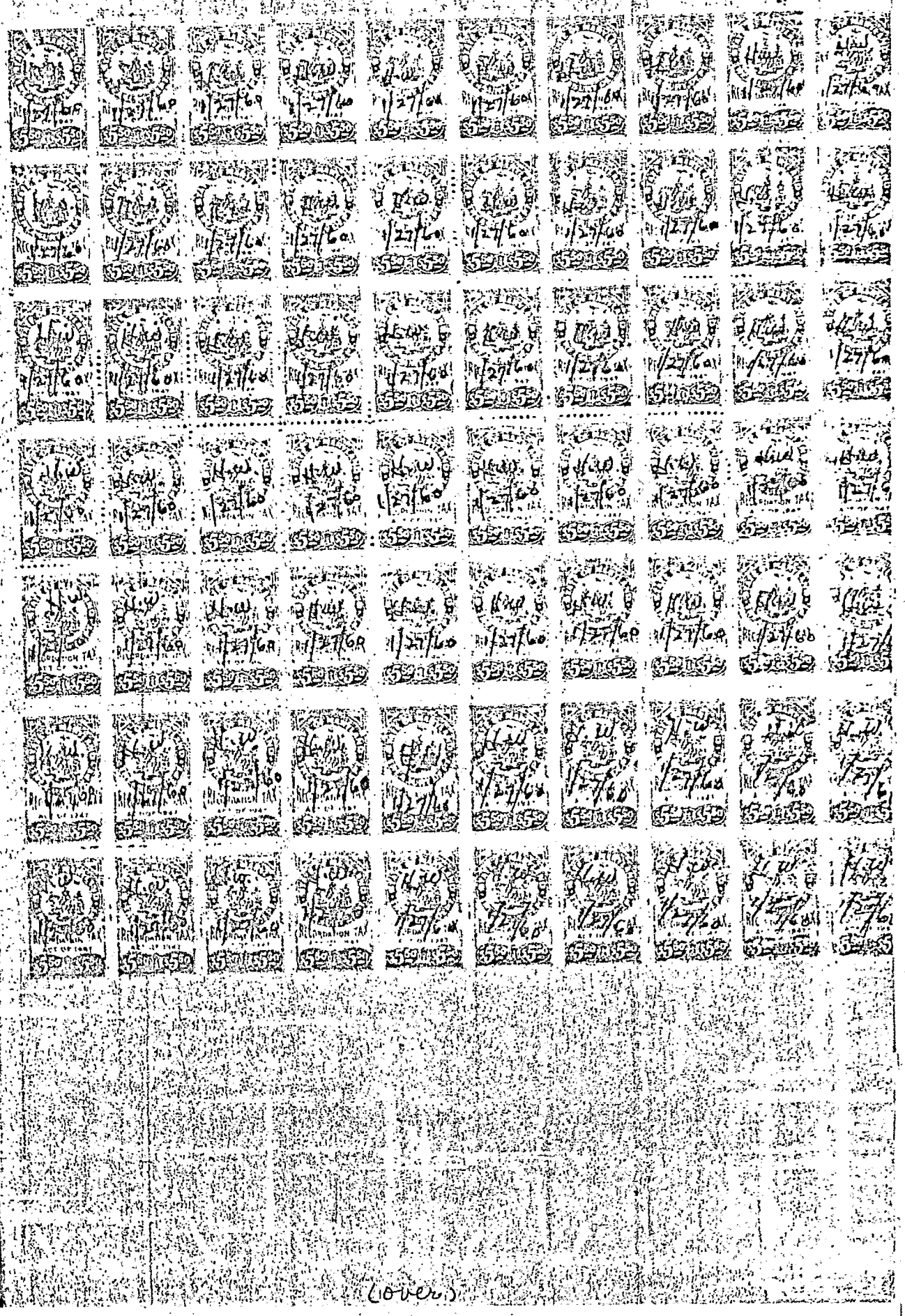
STATE OF CONNECTICUT, FAIRFIELD COUNTY, TO WIT:

On this the 11th day of January, in the year nineteen hundred sixty, before me, the subscriber, a Notary Public of the State of Connecticut, in and for Fairfield County, personally appeared Marjorie M. Hardy, divorced, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Francis W. McAndrews
FRANCIS W. McANDREWS, Notary Public
My commission expires:

NOTARY PUBLIC
Fairfield County
Connecticut
Commission Expires April 1, 1963

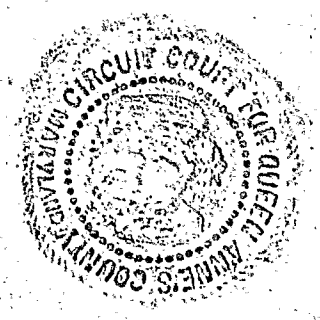


(over)

LIBER 7 PAGE 70

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber T.S.P. No. 53, folio 218, a Land Record Book for Queen Anne's County, ~~this 12th day of July in the year nineteen hundred and sixty-seven~~



IN TESTIMONY WHEREOF, I have affixed the seal of the Circuit Court for Queen Anne's County, this 12th day of July in the year nineteen hundred and sixty-seven.

Charles W. Cecil
Clerk

Filed July 12, 1967

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LIBER A.S.G.Jr. 18 PAGE 441

::
#26,125. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Second day of December in the year nineteen hundred forty seven, the following Deed was brought to be recorded, to wit:-

One-Thirty Dollar, One-Five Dollar, One-Two Dollar, One-Fifty Cent, One-Forty Cent and One-Five Cents Int. Rev. Stamps. Endorsed NGM, EBB and AWB. 12/2/47.

Seven-Five Dollar, One-Two Dollar, One-Fifty Cent, Two-Twenty Cent and One-Five Cent Recordation Tax Stamps. Endorsed TJK Jr. 11/2/47.

THIS DEED made this 28th day of November in the year 1947, by Nellie G. Meredith, single lady, of Queen Anne's County, Maryland, witnesseth:

THAT for and in consideration of the sum of One Dollar $1.00), receipt of which is hereby acknowledged, the said Nellie G. Meredith does hereby grant and convey unto Emmett D. Bryan and Arthur W. Bryan, as joint tenants, the survivor of them and their heirs and assigns, in fee simple, the following described real estate, to wit:

Plaintiff's Exhibit D

FIRST: ALL that farm or tract of land known as "Sportsman's Hall" or the "Hall Farm", situate in the Fifth Election District of Queen Anne's County, Maryland near Bryantown, containing TWO HUNDRED and TWELVE (212) ACRES of land, more or less being the land devised to Fannie E. Bryan by Item 7 of the Last Will and Testament of William J. Price, deceased, recorded in Liber WTB No. 1, folio 25, etc., a Will Record Book for Queen Anne's County.

SECOND: All that farm or tract of land known as the "Bryan Point" farm situate on Wye Island in the Fifth Election District of Queen Anne's County, Maryland, containing ONE HUNDRED and FIFTY (150) ACRES of land, more or less; being land conveyed in the Second Place to Fannie E. Bryan by William J. Price and wife by Deed dated July 9, 1892, recorded in Liber WD No. 7, folio 261, etc. a Land Record Book for Queen Anne's County.

THIRD: ALL that tract of woodland known as "Tilghmans Tract" formerly a part of the tract known as "Sayer's Forest", situate in the Fifth Election District of Queen Anne's County, Maryland, on both sides of the public road which leads from the Queenstown-Kent Island road to the Queesntown-Bryantown road, containing FIFTY-TWO and ONE-HALF (52½) ACRES of land, more or less; being the woodland devised to Fannie E. Bryan by Item 8 of the aforesaid Last Will and Testament of William J. Price.

FOURTH: ALL that tract of woodland known as the "Daiger Tract", situate in the Fifth Election District of Queen Anne's County, Maryland, adjoining the aforesaid "Tilghman Tract" and containing SEVENTY (70) ACRES of land, more or less; according to a survey thereof made by S. Chester Coursey, Surveyor, and filed in Chancery Cause No. 2316 in the Circuit Court for Queen Anne's County, in Equity, being the woodland devised to Fannie E. Bryan by Item 9 of the aforesaid Last Will and Testament of William J. Price.

BEING the same four (4) parcels of land conveyed as Parcels 2, 3, 4 and 5 unto the said Nellie G. Meredith by Deed bearing even date herewith and intended to be recorded among the land records of Queen Anne's County immediately prior hereto.

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

AND the said Nellie G. Meredith does hereby covnant to warrant specially the title to land herein conveyed and to execute such other and further assurances thereof as may be requisite or necessary.

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

TEST:

DELHA DANCY ROLPH

NELLIE G. MEREDITH (SEAL)
(Nellie G. Meredith)

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

THIS IS TO CERTIFY that on this 28th day of November 1947, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Nellie G. Meredith, single, and did acknowledge the within and aforegoing Deed to be her act and deed;

IN TESTIMONY WHEREOF, I hereunto set my hand and Notarial Seal affix the day and year herein last above written.

Notary
Public
Seal.

DELHA DANCY ROLPH
NOTARY PUBLIC

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber A.S.G.Jr No. 18, folio 441, 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 12th day of July in the year nineteen hundred and sixty-seven.

Charles W. Cecil
Clerk

LIBER 7 PAGE 72

Plaintiffs' Exhibit E

6

Queen Anne's County

COMPREHENSIVE ZONING ORDINANCE

Adopted this 16th day of June, 1964

Approved April 29, 1964, by the
COUNTY PLANNING AND ZONING COMMISSION
and Recommended for Adoption to
The Board of County Commissioners
on April 29, 1964.

Filed July 12, 1967

I HEREBY CERTIFY that this is a true and exact copy of the Queen Anne's County Comprehensive Zoning Ordinance adopted the 16th day of June, 1964, as amended to date.

Cleo C. Green
(Cleo C. Green) Clerk

Date July 7, 1967

COMPREHENSIVE ZONING ORDINANCE

Queen Anne's County, Maryland

Adopted this 16th day of June, 1964

WITH AMENDMENTS THROUGH JUNE 1, 1965

Approved April 29, 1964, by the
COUNTY PLANNING AND ZONING COMMISSION
and Recommended for Adoption to
The Board of County Commissioners
on April 29, 1964.

Prepared with the Assistance of
Julian Tarrant, Consultant
Richmond, Virginia

Financed in part through an Urban Planning Grant from the Housing and Home Finance Agency, under the provisions of Section 701 of the Housing Act of 1954, as amended

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Queen Anne's County

ZONING ORDINANCE

An ORDINANCE passed under and by virtue of the power and authority of Article 66B, Annotated Code of Maryland, 1957 Edition, as amended, to be known as Queen Anne's County Zoning Ordinance.

WHEREAS, the Queen Anne's County Planning and Zoning Commission, created on the 17th day of February, 1961 by Ordinance of the County Commissioners, in compliance with said law and ordinance, has made a comprehensive study of present conditions and expected future growth of Queen Anne's County and has drawn up a Master Plan for said County and a Zoning Ordinance based on such plan.

NOW THEREFORE, the County Commissioners of Queen Anne's County having complied with the procedural and substantive prerequisites of Article 66B, Annotated Code of Maryland, 1957 Edition, as amended, hereby adopt and do ordain the following as the Queen Anne's County Zoning Ordinance.

ARTICLE 1
PURPOSE

1.00—The purpose of this ordinance is to promote the health, safety, morals and the general welfare of the community, by regulating and restricting the height, number of stories, and size of buildings and other structures, the percentage of lot that may be occupied, the size of lots, yards, courts, and other open spaces, and the location and use of buildings, structures, and land for trade, industry, residence, and other purposes; to provide for adequate light and air; to prevent congestion and undue crowding of land; to secure safety from fire, panic, and other dangers; to conserve the value of property, to provide adequately for schools, parks, and other public requirements, and for other purposes.

ARTICLE 2
APPLICATION AND INTERPRETATION

2.10—TERRITORY AFFECTED. This Ordinance shall apply to all lands, buildings, and properties lying in the unincorporated territory of Queen Anne's County, including any submerged lands, water areas, or islands.

2.20—INTERPRETATION OF PROVISIONS. In their interpretation and application, the provisions of this Ordinance shall be held to be minimum requirements, not intended to prohibit the use or application of higher standards; but where this Ordinance imposes a greater restriction than is imposed or required by other provisions of law or by other rules, regulations, or ordinances, or by private restrictions, the provisions of this Ordinance shall control.

ARTICLE 3
DEFINITIONS

3.00—In the interpretation and construction of this Ordinance, certain words and phrases shall be understood to have particular or limited meanings as herein defined, except where the context otherwise requires. In general, the singular number shall include the plural, and the plural singular; the word "building" shall include the word "structure"; the word "used" shall include arranged, designed, constructed, altered, converted, rented, leased, or intended to be used; and the word "shall" is mandatory and not directory.

3.01—**Accessory Use or Structure:** A use or structure subordinate to the principal use of a building on the same lot and serving a purpose customarily incidental to the use of the principal building or land use.

3.02—**Agriculture:** The use of land for agricultural purposes, including farming, dairying, pasturing, apiculture, horticulture, floriculture, viticulture, forestry, tree farming, and animal and poultry husbandry, and the necessary accessory uses for packing, treating, or storing the produce; provided however, that the operation of any such accessory uses shall be secondary to that of normal agricultural activities and provided further that the above uses shall not include the business of garbage feeding of hogs or other animals, or fur farms, or the raising of such animals as rats, mice, monkeys, and the like for use in medical or other tests or experiments.

3.03—Alley. A public or private way affording secondary means of access to abutting property.

3.04—**Basement:** A story where the floor is more than twelve (12) inches, but not more than half of its story

height, below the average level of the adjoining ground (as distinguished from a "cellar" which is a story more than one-half below such level).

3.05—Billboards and Signs:

A.—Billboard: Any structure or portion thereof, situated on private premises, on which lettered, figured, or pictorial matter is displayed for advertising purposes, other than the name and occupation of the user of such premises or the nature of the business conducted thereon or the principal products sold or manufactured thereon.

B.—Real Estate Sign: A billboard or signboard advertising for sale or rent the premises on which located.

C.—Directional Sign: A billboard or signboard displaying only name, nature, and location of (a) one or more establishments located in Queen Anne's County which offer travelers accommodations, meals, supplies, and/or other similar services or locally produced specialties, or (b) real estate developments, industries, churches, parks, historical shrines, monuments, buildings, or other features or institutions of note, located in Queen Anne's County—erected and maintained for the convenience of tourists.

3.06—Board: The Board of Appeals of Queen Anne's County.

3.07—Boarding or Lodging House: A dwelling or part thereof where meals and/or lodgings are provided for compensation, for persons not transients.

3.08—Building: Any structure having a roof supported by columns or walls, used or intended to be used for the shelter or enclosure of persons, animals, or chattels, and any tent, cabin, or trailer house. When such structure is divided by one or more unpierced walls extending from the ground up, it shall be considered one building for the purpose of applying the provisions of this Ordinance.

3.09—Building, Height of: The vertical distance from the average finished grade at the building line to the highest point of the coping of a flat roof or to the deck line of a mansard roof, or to the mean height level between eaves and ridge for gable, hip, and gambrel roofs.

3.10—Cellar: A story having more than one-half (½) of its height below average contact grade. A cellar is counted as a story for the purpose of height regulations only if used as a separate dwelling.

3.11—Community Development Project: A development in single ownership consisting of a group of dwellings and associated uses together with common yards, service areas, and open spaces, where the arrangement of buildings makes it impracticable to apply the normal requirements of this Ordinance to the individual building units in the project.

3.12—Conditional Use: A use which may be permitted in a district through the granting by the Board of Appeals of a Special Exception as defined in Article 66B, Annotated Code of Maryland, upon a finding by the Board that it meets specified conditions.

3.13—Construction, Starting of: The combining of labor and material into any portion of the structure, on the site thereof.

3.14—Court: An open unoccupied and unobstructed space, other than a yard, on the same lot with a building or group of buildings.

3.15—District: A portion of the unincorporated territory of Queen Anne's County within which certain uniform regulations and requirements or various combinations thereof apply under the provisions of this Ordinance. The term "R District" shall mean any "R-1", "R-2", "R-3", "R-4", or "R-5" District; the term "B District" shall mean any "B-1" or "B-2" District: and the term "M District" shall mean any "M-O", "M-1", or "M-2" District.

3.16—Dwelling: Any building or portion thereof occupied or intended to be occupied exclusively for residence purposes, but not including a tent, cabin, trailer, or trailer house, or a room in a hotel or motel.

A.—Dwelling, Single-Family: A detached building designed for or used exclusively for residence purposes by one family or housekeeping unit.

B.—Dwelling, Two-Family: A detached building or two semi-detached buildings designed for or used exclusively for residence purposes by not more than a total of two families or housekeeping units.

C.—Dwelling, Multi-Family: A detached building or a group of attached and semi-detached buildings designed for or used exclusively for residence purposes by more than two families or housekeeping units.

3.17—Essential Services: Facilities owned or maintained by public utility companies or public agencies, located in public ways or in easements provided for the purpose, or on a customer's premises and not requiring a private right-of-way, and reasonably necessary for the furnishing of adequate water, sewer, gas, electric, communication, or similar services to adjacent customers; but not including any building, or any yard, station, or facility requiring a site in excess of four hundred (400) square feet, and not including any cross-country line on towers or in a private right-of-way.

3.18—Family: A person living alone or two or more persons living together as a single housekeeping unit, but not including a group of persons occupying a boarding house, lodging house, hotel, dormitory, or institution.

3.19—Farm: A parcel of land not less than five (5) acres in size used for agricultural use as defined in subsection 3.02.

3.20—Garage, Private: A garage intended for, and used for, the storage of the private motor vehicles of the families resident upon the premises.

3.21—Garage, Public: A space or structure other than a private garage, for the storage, sale, hire, care, repair, or refinishing of self-propelled vehicles or trailers.

3.22—Junk Yard: Any area where waste, discarded, or salvaged materials are bought, sold, exchanged, baled, parked, stored, disassembled, or handled, including auto wrecking yards, house wrecking yards, used lumber yards, and places or yards for storage of salvaged house wrecking and structural steel materials and equipment; but not including areas where such uses are conducted entirely within a completely enclosed building, and not including pawn shops and establishments for the sale, purchase, or storage of used furniture and household equipment, used cars in operable condition, salvaged machinery, and the processing of used, discarded, or salvaged materials as a part of manufacturing operations.

3.23—Land Use Plan: The long-range plan for desirable use of land in Queen Anne's County, as officially adopted and as amended from time to time by the Planning Commission; the purpose of such plan being, among other purposes, to serve as a guide in zoning and progressive changes in the zoning of land to meet changing community needs, in the subdividing and use of undeveloped land, and in the acquisition of rights-of-way or sites for such public facilities as streets, parks, schools, and public buildings.

3.24—Lot: Any plot or parcel of land occupied or intended to be occupied by a principal building or use, or a group of buildings conforming with the regulations of this Ordinance, and its accessory buildings and uses, including all open spaces required by this Ordinance, and having frontage on a road as defined herein.

A.—Lot, Corner. A lot abutting upon two (2) or more roads at their intersection or upon two parts of the same road, and in either case forming an interior angle of less than one hundred thirty-five (135) degrees.

B.—Lot, Double Frontage: A lot having frontage on two (2) non-intersecting roads as distinguished from a corner lot.

3.25—Lot Depth: The mean horizontal distance between the front and rear lot lines.

3.26—Lot Line, Front: The line separating the lot from a road upon which it fronts.

3.27—Lot Line, Rear: The lot line opposite and most distant from the front lot line.

3.28—Lot Line, Side: Any lot line other than a front or rear lot line.

3.29—Lot Line, Street or Alley: Any lot line separating the lot from a street or alley.

3.30—Lot Width: The width of the lot measured at right angles to its center line, at the front building line.

3.31—Motel: Any establishment consisting of two (2) or more guest rooms or suites, with separate outside entrances and adjacent parking spaces, designed and maintained for the accommodation of transients; or any establishment for the accommodation of transients which proclaims itself a "motel."

3.32—Non-Conforming Use: A building, structure, or premises legally devoted to or occupied by, or for, a use that does not conform with the provisions of this Ordinance or amendments thereto for the district in which located.

3.33—Parking Lot, Commercial: A surfaced area of one (1) or more "Parking Spaces" designed or used for the parking of self-propelled vehicles and available to the public whether for a fee or as an accommodation to clients or customers.

3.34—Parking Space: A surfaced area either within a structure or in the open, exclusive of driveways or access drives, for the parking of one motor vehicle.

3.35—Planned Unit Development: A residential subdivision containing lots in separate ownership having less than the minimum size prescribed herein for the district in which it is located, together with a balancing proportion of common open space.

3.36—Planning Commission: The Planning and Zoning Commission of Queen Anne's County, Maryland.

3.37—Principal Highway: An officially designated Federal or State-numbered highway, or a county or other road designated as a Primary Highway on the official Major Highway Plan of Queen Anne's County.

3.38—Road: A public or private right-of-way fifty (50) feet or more in width which provides a public means of access to abutting property, or any such public or private right-of-way not less than thirty (30) feet in width which existed prior to the enactment of this Ordinance. The term "road" shall include street, avenue, drive, lane, circle, square, court, highway, or similar term.

3.39—Roadside Stand: A structure designed or used for the display or sale of neighborhood agricultural products, or goods produced on the premises upon which such a stand is located.

3.40—Setback Line: The minimum building line along the front of a lot, or along the side of a corner lot adjoining the side road, as determined by the yard requirements of this Ordinance.

3.41—Stable, Private: A stable with a capacity of not more than two (2) animals.

3.42—Story: That portion of a building other than a cellar as defined herein, included between the surface of any floor and the surface of the floor next above it, or, if there be no floor above it, the space between the floor and the ceiling next above it.

A.—Story, Ground: The lowest story, or the ground story, or first story of any building, the floor of which is not more than three and one-half (3½) feet below the average contact ground level at the exterior walls of the building, except that any basement used as a separate dwelling by other than a janitor or caretaker or his family shall be deemed a ground or first story.

B.—Story, Half: A partial story under a gable, hip, or gambrel roof, the wall plates of which on at least two opposite exterior walls are not more than four (4) feet above the floor of such story, provided, however, that any partial story used as a separate dwelling, other than for a janitor or caretaker and his family, shall be deemed a full story.

3.43—Street: Same as Road.

3.44—Street Line (or Road Line): the right-of-way or property line.

3.45—Structure: Anything constructed, the use of which requires a fixed location on the ground, or is attached to something having such location, but not including fences, sidewalks, driveways, curbs, or essential services defined in subsection 3.17.

3.46—Structural Alteration: Any change in the structural members of a building, such as bearing walls, columns, beams, or girders.

3.46a—Summer Cottage: A dwelling designed or used solely for temporary seasonal occupancy, in any season, such as a vacation cabin, beach cottage, hunting or fishing lodge, or the like.

3.47—Trailer (including Automobile Trailer and Mobile Home): Any vehicle or structure constructed in such a manner as to permit occupancy thereof as sleeping quarters or the conduct of any business, trade, or occupation, or use as a selling or advertising device, and so designed that it is or may be mounted on wheels and transported over highways and streets, propelled or drawn by its own or other motive power.

3.48—Trailer Park: Any park, tourist park, camp, court, site, lot, parcel, or tract of land, which is designed, maintained, or intended for the purpose of supplying a location or accommodation for two or more trailers for living purposes, or upon which two or more trailers are parked or mounted for living purposes.

3.49—Unified Shopping Center: A group of retail stores, service establishments, and other similar uses, designed as a unit, conforming with the requirements of Section 17.09.

3.50—Use First Permitted in a Particular Zoning District: A use which in the sequence of successively listed zoning districts occurs as a permitted use for the first time in the particular zoning district.

3.51—Yard, Front: An open space extending the full width of the lot between any part of a building not hereinafter excepted and the front lot line, unoccupied and unobstructed from the ground upward except as hereinafter specified in Article 18.

A.—Front Yard, Least Width: The shortest distance, measured horizontally, between any part of a building, other than such parts as excepted in Section 18.7, and the front lot line.

3.52—Yard, Rear: An open space extending the full width of the lot between a building and the rear lot line, unoccupied and unobstructed from the ground upward except as hereinafter specified in Article 18.

A.—Rear Yard, Least Depth: The shortest distance, measured horizontally, between any part of a building, other than such parts as excepted in Section 18.7, and the rear lot line.

3.53—Yard, Side: An open space extending from the front yard to the rear yard between a building and the nearest side lot line, unoccupied and unobstructed from the ground upward except as hereinafter specified in Article 18.

A.—Side Yard, Least Width: The shortest distance, measured horizontally, between any part of a building, other than such parts hereinafter excepted in Section 18.7, and the nearest side lot line.

3.54—Zoning Administrator: The Zoning Administrator (Administrative Officer) or his authorized representative, appointed in accordance with the provisions of Article 19.

3.55—Zoning Map: The Zoning Maps of Queen Anne's County, Maryland, dated April, 1964, together with all amendments thereto subsequently adopted.

3.56—Zoning Certificate: Written statement issued by the Zoning Administrator authorizing the use of buildings, structures, or premises consistent with the terms of this Ordinance and for the purpose of carrying out and enforcing its provisions.

ARTICLE 4

DISTRICTS AND BOUNDARIES THEREOF

4.00—For the purposes of this Ordinance, the unincorporated territory of Queen Anne's County is hereby divided into the following districts:

"A-1"—Agricultural District
"A-2"—Agriculture-Conservation District
"R-1"—Estate District
"R-2"—Suburban Residence District
"R-3"—Urban Residence District
"R-4"—Apartment District
"R-5"—General Residence District
"B-1"—Community Business District
"B-2"—General Business District
"M-0"—Controlled Industrial Districts
"M-1"—Industrial Park District
"M-2"—General Industrial District

4.01—The boundaries of these districts are hereby established as shown on the Zoning Maps of Queen Anne's County, Maryland, which maps together with all notations, references, and other matters thereon shall be and are hereby made a part of this Ordinance. Said "Zoning Maps," properly attested, shall be and remain

on file in the office of the Zoning Administrator of Queen Anne's County.

4.02—Except where referenced on said maps to a road line or other designated line by dimensions shown on said maps, the district boundary lines are intended to follow property lines, lot lines, or the center lines of roads, alleys, railroads, streams, or other identifiable landmarks as they existed at the time of the adoption of this Ordinance; but where a district line obviously does not coincide with the property lines, lot lines, or such center lines, or where it is not deisgnated by dimensions, it shall be deemed to be two hundred (200) feet back from the nearest road line in case it is drawn parallel with a road line, or its location shall be determined by scaling in other cases.

4.03—Where a district boundary line as established in this Article or as shown on a Zoning Map divides a lot which was in single ownership and of record at the time of enactment of this Ordinance the use authorized thereon and the other district requirements applying to the least restricted portion of such lot under this Ordinance shall be considered as extending to the entire lot, provided the more restricted portion of such lot is entirely within fifty (50) feet of said dividing district boundary line. The use so extended shall be deemed to be conforming.

4.04—Questions concerning the exact location of district boundary lines shall be determined by the Board of Appeals as provided in Section 20.42 and in accordance with rules and regulations which it may adopt.

4.05—Whenever any road, alley, or other public way is abandoned by official action as provided by law, the zoning districts adjoining the sides of such public way shall be automatically extended, depending on the side or sides to which such lands revert, to include the right-of-way of the public way thus vacated, which shall thenceforth be subject to all regulations of the extended district or districts.

4.06—Wherever land adjoins a river or other body of water, the district boundary lines, unless clearly indicated otherwise, shall be deemed to extend one hundred (100) feet out from the mean low water line, and all other land beyond such line, whether submerged or not, shall be deemed to be in the "A-1" Agricultural District.

4.07—In case any territory has not been specifically included within a district, or where territory becomes a part of the unincorporated area of Queen Anne's County by detachment from any municipality or the dissolution thereof, such territory shall automatically be classified in the "A-1" District until otherwise classified.

ARTICLE 5
GENERAL PROVISIONS

5.01—CONFORMANCE REQUIRED. Except as hereinafter specified, no land, building, structure, or premises shall hereafter be used, and no building, or part thereof or other structure shall be located, erected, reconstructed, extended, enlarged, converted, or altered, except in conformity with the regulations herein specified for the district in which it is located.

5.02—CONTINUING EXISTING USES. Except as provided in Section 5.03, any lawful use, building, or structure existing at the time of the enactment of this Ordinance (including a seasonal use) may be continued, even though such use, building, or structure may not conform with the provisions of this Ordinance for the district in which it is located.

5.03—NON-CONFORMING USES. No existing building or premises devoted to a use not permitted by this Ordinance in the district in which such building or premises is located, except when required to do so by law or order, shall be enlarged, extended, substituted, or structurally altered unless the use thereof is changed to a use permitted in the district in which such building or premises is located, except as follows:

5.031—Substitution:

5.0311—If no structural alterations are made, a non-conforming use of a building may be changed to another non-conforming use of the same or of a more restricted classification.

5.0312—Whenever a non-conforming use has been changed to a more restricted use or to a conforming use, such use shall not thereafter be changed back to a less restricted use.

5.0313—When authorized by the Board of Appeals according to the provisions of sub-section 20.451, a non-conforming use of land may be changed to another non-conforming use, or a non-conforming use of a building may be changed to one of a less restricted classification.

5.032—Discontinuance:

5.0322—All non-conforming uses of land not involving any building or structure having an assessed value for tax purposes of more than Five Hundred Dollars ($500.00) at the time of becoming non-conforming, all non-conforming buildings and structures each having an assessed value for tax purposes of not more than Five Hundred Dollars ($500.00) at the time of becoming non-conforming, and all non-conforming signs, billboards, and outdoor advertising structures of whatever value, may be continued for a period of two (2) years after the date of enactment of this Ordinance, at the end of which period such non-conforming uses, buildings, and structures shall be changed to conforming uses or shall be removed within three (3) months after written notice to the property owner from the Zoning Administrator. Notwithstanding said provision for notice, all such non-conforming uses, buildings, and structures shall be changed to conforming uses or shall be removed within five (5) years from the date of enactment of this Ordinance. (As amended June 14, 1966.)

ings, and structures shall be changed to conforming uses or shall be removed.

5.0323—In any "R-1", "R-2", "R-3", or "R-4" District any non-conforming building or use other than hereinafter specified, that is of a class first permitted in a "B-2", "M-1", or "M-2" District, shall be changed to a conforming use, or shall be terminated and the buildings and structures removed, within ten (10) years after the effective date of this Ordinance, unless the owner thereof shall produce satisfactory evidence that the building was constructed or the use established after January 1, 1934, in which case the period shall be forty (40) years from the date of such construction or establishment.

5.033—Extensions:

5.0331—A building devoted to a non-conforming use may be completed or extended, and other buildings may be erected in addition thereto, for uses necessary and incidental to the continuation of the existing use, provided that such additions and extensions are located on the same premises or on adjoining premises that were under the same ownership on the date such building became non-confirming, and provided that the floor areas of all such additions and extensions shall not exceed, in the aggregate, thirty-five (35) % of the floor area of the existing building devoted to a non-conforming use; provided also that such completions, extensions, and additions shall be undertaken within five (5) years of the date when the use of such building became non-conforming. Any other extension of a non-conforming building or use of land shall be subject to Board of Appeals approval as provided in Section 20.452. The extension or completion of a building or the construction of additional buildings as herein provided shall not be deemed to extend or otherwise affect the date when such non-conforming use or building must be changed or removed, if subject to any of the provisions of Section 5.032.

5.0332—A non-conforming use may be extended throughout those parts of a building which were manifestly designed or arranged for such use prior to the effective date of this Ordinance, provided no structural alterations are made except as required by law.

5.0333—Any dwelling lawfully existing at the time of enactment of this Ordinance, not located on a lot having frontage on a road as required herein, may be continued and may be enlarged, without increasing the number of dwelling units therein, provided no such addition shall extend closer to the road than the existing building or the set-back line for the district.

5.034—Replacing Damaged Buildings: Any non-conforming building or structure, or group of related buildings comprising one enterprise or establishment and under one ownership, which may become damaged more than sixty (60) per cent of its then fair market value exclusive of the foundation by fire, flood, explosion, war, riot, or Act of God, shall not be restored or reconstructed and used as before such happening, but if less than sixty (60) per cent damaged it may be restored or reconstructed and used as before, provided this be done within one (1) year.

5.04—UNSAFE BUILDINGS. Nothing in this Ordinance shall prevent the strengthening or restoring to a safe condition of any part of any building or structure declared unsafe by proper authority.

5.05—AGRICULTURE. Except for compliance with the set-back lines required herein, with Section 19.2, and with the Trailer Provisions in sub-section 17.05, nothing in this Ordinance shall prohibit the use of any land for agricultural purposes or the construction or use of buildings or structures incident to the use for agricultural purposes of the land on which such buildings or structures are located, or the construction and use of dwellings on a farm by the owner thereof and the members of his immediate family, for their use.

5.06—PENDING APPLICATIONS FOR ZONING CERTIFICATES. Nothing herein contained shall require any change in the overall layout, plans, construction, size or designated use of any development, building, structure, or part thereof, for which official approvals and required zoning certificates have been granted before the enactment of this Ordinance, the construction of which conformably with such plans shall have been started within six (6) months after the effective date of this Ordinance and completion thereof carried on in a normal manner and not discontinued for reasons other than those beyond the builder's control.

5.07—LOT REQUIREMENTS. Except as otherwise provided by this Ordinance:

5.071—Every building or group of related buildings shall be located on a lot as herein defined, having at least the area, width, lot area per family, and yards herein prescribed for the district in which such building is located:

5.072—No lot of less than five (5) acres shall be used for dwelling purposes which does not abut for at least thirty-five (35) feet on a road as herein defined:

5.073—Not more than one dwelling structure shall be located on a lot as herein defined.

5.08—ACCESSORY BUILDINGS IN RESIDENCE DISTRICTS.

5.081—No accessory building shall be located in any required court or in any yard other than a rear yard, except as provided hereinafter. Accessory buildings shall be distant at least six (6) feet from alley lines and from any other building on the same lot, and at least three (3) feet from lot lines of adjoining lots which are in any "R" District.

5.082—Accessory buildings, except stables, may be erected as a part of the principal building, or, if at least six (6) feet therefrom, may be connected thereto by a breezeway or similar structure, provided all yard requirements for a principal building are complied with.

5.083—In any "A" or "R" District, where a corner lot adjoins in the rear a lot fronting on the side street and located in an "A" or "R" District, no part of any accessory building on such corner lot shall be nearer the side street lot line than the least depth of the front yard required along such side street for a dwelling on such adjoining lot; and in no case shall any part of such accessory building be nearer to the common lot line than the least width of a side yard required for the principal building to which it is accessory.

5.09—REQUIRED YARD CANNOT BE REDUCED. No lot shall be reduced in area so as to make any yard or any other open space less than the minimum required by this Ordinance, and if already less than the minimum required said yard or open space shall not be further reduced. No part of a yard or other open space provided about any building or structure for the purpose of complying with the provisions of this Ordinance shall be considered as part of a yard or other open space required under this Ordinance for another building or structure.

5.10—OFF-STREET PARKING AND LOADING. In every district, spaces for off-street parking and for loading or unloading of vehicles shall be provided in accordance with the requirements in Article 17. Off-street parking and loading areas may occupy all or part of any required yard or open space except as specified in Sections 17.01 and 17.02.

5.11—TRANSITIONAL USES. In any "R-1", "R-2", or "R-3" District, a transitional use shall be permitted on a lot the side lot line of which adjoins, either directly or across an alley, a "B" or "M" District. The permitted transitional uses for any such lot shall be of any use permitted in the "R-4" District. In such case, the requirements governing lot area per family, off-street parking, yards and other open spaces, shall be the same as in an "R-4" District. Any transitional use shall not extend more than seventy-five (75) feet from the district boundary line.

5.12—FRONT YARDS ON THROUGH LOTS. In any district where a lot runs through a block from street to street, and where a front yard is required, such front yard shall be provided along each street.

5.13—FRONT YARD DEPTH, HOW MEASURED: Each front yard depth or setback specified herein shall be measured at right angles (or radially) from the nearest street right-of-way lines, except that where the right-of-way of any existing street is less than fifty (50) feet wide in the case of a County or local road, or less than sixty (60) feet wide in the case of a State road, the front yard or setback shall be measured from a line twenty-five (25) feet or thirty (30) feet, as the case may be, from the center line of such road; provided, however, that in the case of any road designated as a Primary or Secondary Highway on the Major Highway Plan adopted by the Board of County Commissioners, or any duly adopted amendment thereto, the front yard depth or setback shall be measured from the intended right-of-way line for such road. Such intended right-of-way line shall be as designated on any State or County road location or widening plan endorsed by the responsible head of the appropriate road department as representing the plans and intentions of such department as of the date of endorsement, signed copy of which is filed with the Zoning Administrator; or if no such plan is on file, then the appropriate road department shall be given not more than sixty (60) days in which to determine the intended right-of-way line and file a plan, and no zoning certificate shall be issued prior to such filing. The foregoing rules shall apply also to the measurement of a side yard on the street side of a corner lot.

5.14—COURT REQUIREMENTS:

5.141—Where a court is provided in any building other than a single-family dwelling, for the purpose of furnishing light and air to rooms in which persons are to live, sleep, or work, except storage rooms, such court shall be an outer court (open on one side) the least dimensions of which shall be as follows:

5.1411—Least Width: (a) for residential buildings, and other buildings in "A" or "R" Districts, the sum of heights of building wings opposite one another, but not less than forty (40) feet; (b) for non-residence buildings in "B" or "M" Districts, two-thirds the sum of heights of building wings opposite one another, but not less than thirty (30) feet.

5.1412—Maximum Depth: One and one-half (1½) times the width.

5.15—YARD REQUIREMENTS ALONG ZONING BOUNDARY LINES. Along any zoning boundary line, on a lot adjoining such boundary line in the less restricted district, any abutting front yard, side yard, rear yard or court, unless subject to greater restrictions or requirements stipulated by other provisions of this Ordinance, shall have a minimum width or depth equal to the average of the required minimum widths or depths for such yards or courts in the two districts on either side of such zoning boundary line. In case the height of a proposed structure on such lot in the less restricted district is greater than the maximum height permitted in the adjoining more restricted district, the minimum width or depth of the yard or court for such structure shall be determined by increasing the minimum width or depth required for the highest structure permitted in such more restricted district by one (1) foot for each two (2) feet by which the proposed structure exceeds the maximum height permitted in said more restricted district.

5.16—TRAFFIC VISIBILITY ACROSS CORNER LOTS. In any "A" or "R" District on any corner lot, no fence, structure, or planting that would interfere with traffic visibility across the corner shall be erected or maintained within twenty (20) feet of the intersection of the road right-of-way lines, so as to interfere with traffic visibility across the corner.

5.17—CONVERSION OF DWELLING. The conversion of a building into a dwelling, or the conversion of a dwelling so as to accommodate an increased num-

ber of dwelling units or families, shall be permitted only within a district in which a new building for similar occupancy would be permitted under this Ordinance, and only when the resulting occupancy will comply with the requirements governing new construction in such district.

5.18—ESSENTIAL SERVICES EXEMPTED. Essential services as defined in Section 3.17 shall be permitted in any district, as authorized and regulated by law and ordinances of Queen Anne's County, it being the intention hereof to exempt such essential services from the application of this Ordinance.

5.19—DISTANCE REQUIREMENTS. All uses, buildings, or premises for which compliance with the distance requirements in this section is stipulated elsewhere in this Ordinance shall be distant at least two hundred (200) feet from any lot in any "R" District, or any lot in the "A-1" District occupied by a dwelling, school, church, or any institution for human care not on the same lot as the said uses or buildings.

5.20—TEMPORARY BUILDINGS. Temporary buildings and structures, including trailers, for uses incidental to construction work on the premises, shall be permitted in any district, where such construction is being done by a responsible contractor or builder under a contract having a definite completion date, and on condition that such temporary buildings and structures shall be removed upon the completion or discontinuance of construction.

5.21—MINIMUM SITE ELEVATIONS. No dwelling or part thereof, or other building used or intended to be used for dwelling purposes, shall hereafter be located, erected, constructed, extended, enlarged, converted, or altered, where the finished grade at any point adjoining the building and for a distance of at least five (5) feet in all directions is less than five (5) feet above Mean Sea Level, U.S.C. & G.S. datum, and the lowest habitable floor level shall be at least seven (7) feet above such datum. No such building shall be located in any case where it may be subject to periodic flooding by any stream, lake, or other body of water, nor shall it be located within fifty (50) feet of any such water or any marsh or swamp, nor shall the lowest habitable floor level be less than seven (7) feet above the level of such water.

5.22—FLOOR AREA, HOW MEASURED. The minimum floor area specified herein shall be construed to include the gross floor area of all finished and usable floors or portions thereof, other than floors of a basement, cellar, porch, breezeway, patio, attached garage, carport or the like, and shall be measured from outside to outside of the main exterior walls. The minimum floor area requirements shall pertain to the principal building only. The intent of this section is to include only the actual living areas of the dwelling which contain the usual utilities. (As amended January 24, 1967.)

ARTICLE 6 AR

"A-1" AGRICULTURAL DISTRICT

6.00—The following uses shall be permitted, and the following regulations and the applicable regulations contained in other Articles shall apply, in the "A-1" Agricultural District:

6.10—PRINCIPAL PERMITTED USES.

6.101—Agriculture, grazing, and the usual agricultural buildings and structures including farm office buildings, commercial and non-commercial nurseries and greenhouses; provided that any greenhouse heating plant, or any building or feeding pen in which farm animals are kept, shall comply with the distance requirements in Section 5.19.

6.102—Single family and two-family dwellings, including trailers on farms as provided in Section 17.05.

6.103—Churches and parish houses; schools and colleges including dormitories; public buildings, structures, and properties of a recreational, cultural, administrative, or public service type.

6.104—Private non-commercial recreation areas and centers including country clubs, yacht clubs, swimming pools, golf courses, and summer camps; public and private forests and wildlife preserves, and similar conservation areas.

6.105—Hospitals, sanitoriums, and charitable institutions for human care and the treatment of non-contagious diseases, provided that any new establishment shall have a minimum lot area of five (5) acres and any powerhouse, storage, or service building shall be distant not less than fifty (50) feet from any lot in any "R" District.

6.106—Rest homes and nursing homes for convalescent patients, provided any building for such use shall have a minimum lot area of one (1) acre and shall be distant not less than fifty (50) feet from any lot in an "R-1", "R-2", "R-3" or "R-4" District.

6.107—Forests, forestations, and production of forest products, including temporary sawmills, for cutting timber grown primarily on the premises, provided that any sawmill shall be located not less than six hundred (600) feet from any dwelling not located on the same premises, or school, church, or institution for human care.

6.108—Directional signs in accordance with the provisions of Section 17.062.

6.20—CONDITIONAL USES, REQUIRING BOARD AUTHORIZATION.

6.201—Sand and gravel pits, borrow pits, clay pits, mines, and quarries, or stripping of soil, including the processing or compounding of products composed largely of such materials, provided (a) that any building housing power-driven or power-producing machinery or equipment shall be distant at least two hundred (200) feet from all adjacent property or road lines; (b) that the extractive operations be confined to

areas at least fifty (50) feet distant from all adjoining properties and one hundred (100) feet from any then-existing principal building on an adjoining property; (c) that all excavations be backfilled or regraded on a four-to-one (4:1) slope, whenever operations are discontinued; (d) that, before authorizing such use, the Board shall obtain an adequate bond or other satisfactory guarantee to ensure the provision of adequate fencing and the restoration of the land to a safe and usable condition, by regrading, draining, replanting or other suitable treatment, during or at the completion of the extractive operation; and (e) that, for borrow pits, the top soil shall be removed, stockpiled, and respread at the completion of the extractive operation.

6.202—Hospitals, sanitoriums, and charitable institutions for the treatment of contagious diseases, the insane, or liquor or drug addicts; provided that any new establishment shall have a minimum area of ten (10) acres and the buildings shall be distant at least four hundred (400) feet from every lot line.

6.203—Motels (excluding restaurants, gas stations, or other business) and antique shops, along principal highways as defined in sub-section 3.37; and commercial summer gardens, swimming pools, fishing resorts, or boat harbors—all subject to compliance with the distance requirements in Section 5.19, and motels subject to the special provisions in Section 17.10.

6.204—Trailer parks, subject to the requirements in Section 5.19 and Section 17.05.

6.205—Boat harbors, for the mooring, launching, fueling, and incidental maintenance of pleasure craft only, including (a) launching ramps or other devices for the launching or removal of boats from the water (but not including any marine railway), (b) dry storage of seaworthy boats in operable condition, not over 26 feet in length, if screened from adjoining roads and properties, but not including any boat house or shed over 10 feet high, (c) light maintenance facilities for minor hull, deck, and interior repairs and painting, (d) sale of fuels and incidental supplies, if fuels are stored underground only; *Provided*, that off-street parking space shall be provided at the rate of not less than one space for each boat launched and remaining launched at any given time; that no advertising sign or device over three (3) square feet in size shall be displayed, nor any light or lighted sign that might create a hazard to navigation; and that all grounds shall be surfaced or landscaped, drained, and maintained in a neat, safe, and usable condition.

6.206—Non-objectionable processing of farm or dairy products raised on the premises or in the immediate neighborhood; riding stables, kennels for the raising, breeding and boarding of dogs and other animals:—provided that all buildings including runways shall comply with the distance requirements of Section 5.19.

6.207—Gun clubs, trap shooting ranges, and similar uses, subject to five (5) times the distance requirements in Section 5.19.

6.208—Public utility structures and properties other than essential services defined in sub-section 3.17, provided that production, construction, maintenance, or storage buildings or yards shall comply with the distance requirements in Section 5.19.

6.209—Penal and correctional institutions, provided that any such institution shall have a minimum lot area of twenty (20) acres and shall comply with three (3) times the distance requirements of Section 5.19.

6.210—Public or privately-owned and operated airports or landing fields, provided that all runways, landing strips, taxiways and other installations or parts of the airport or landing field normally used for aircraft operation shall comply with five (5) times the distance requirements of Section 5.19, and provided hangars, storage buildings, repair shops, and other buildings or structures comply with the distance requirements of said Section 5.19.

6.211—Business of garbage feeding of hogs, and fur farms or farms for the raising of animals for experimental or test purposes such as rats, mice, monkeys and the like, provided that all buildings housing animals and all feeding pens shall comply with three (3) times the distance requirements in Section 5.19.

6.212—Sewage disposals plants and disposal of garbage or refuse, by the County or a municipality thereof, and provided that it shall comply with five (5) times the requirements of Section 5.19.

6.213—Livestock purchase or sales yards and buildings, subject to two (2) times the distance requirements of Section 5.19.

6.214—Fair grounds and race tracks or courses for the conduct of seasonal or periodic racing meets of horses, dogs, aircraft, automobiles, motorcycles, and the like—subject to three (3) times the distance requirements of Section 5.19.

6.215—Cemeteries, including such accessory uses as mausoleums and crematories, provided any mausoleum or crematory shall be distant at least two hundred (200) feet from adjacent property and road lines, and provided further that any new cemetery other than one located in the yard of a church, shall contain an area of twenty (20) acres or more. No graves or burial lots shall be located in any cemetery within a front yard such as required herein for a dwelling.

6.216—Veterinary clinic or animal hospital, but not including any exercising runway, provided any structure or area used for such purposes shall be at least two hundred (200) feet from any "R" District and one hundred (100) feet from any "B-1" District.

6.217—Private summer homes and cabins for seasonal and not permanent or year-round occupancy, including trailers used as such, which buildings need not abut upon a road.

6.30—ACCESSORY USES. Accessory buildings and uses customarily incidental to any principal use or authorized conditional use, including:

6.301—Living quarters of persons employed on the premises, including trailers as provided in Section 17.05.

6.302—A private garage, parking area, or stable—provided that any stable shall comply with one-half (½) the distance requirements in Section 5.19.

6.303—Customary incidental home and farm occupations, provided nothing is sold or stocked except what is produced on the premises. An unlighted or indirectly lighted sign not to exceed two (2) square feet in area shall be permitted in connection with such home or farm occupations.

6.304—The home office of a doctor of medicine or dentistry, in his residence, in which office or profession no outside person is engaged; provided that the minimum off-street parking requirement for such an office shall be two (2) spaces, notwithstanding the provisions of Section 17.021.

6.305—The keeping of roomers or boarders by a resident family.

6.306—Roadside stands offering for sale only neighborhood agricultural products in season, or other products produced on the premises.

6.307—Farm signs identifying the farm, displaying the name of the owner and the nature of the farm and its products, including such livestock, dairy products, or other farm products as are raised or produced on the premises, provided, however, that any sign exceeding eight (8) square feet in area shall be subject to the provisions of Section 17.06.

6.308—Real estate signs, subject to the provisions of Section 17.063, and other exterior signs, subject to the provisions of Section 13.202 and 13.203.

6.309—The keeping of animals and fowls as pets or for domestic use.

6.310—Temporary buildings including trailers for uses incidental to construction work, complying with requirements of the Health Department, which buildings shall be removed upon the completion or abandonment of the construction work.

6.40—HEIGHT REGULATIONS. Except on farms and except for certain other buildings, structures, or parts thereof as provided in Section 18.2, no building or structure shall exceed two and one-half (2½) stories or thirty (30) feet in height.

6.50—Footnote as to Min. Floor Area s.f.:

(6) Except in approved subdivisions, Section 18.9. (As amended January 24, 1967.)

	Min. Lot Area	Min. Lot Width	Lot Area per Family	Front Yard Depth[1]	Side Yard Width each Side	Rear Yard Depth	Min. Floor Area s.f.
Dwellings, Trailers	1 acre	200 ft.[5]	½ acre	35 ft.	20 ft.	50 ft.	250
Motels and Trailer Parks	5 acres[2]		2,500 s.f.	35 ft.[3]	50 ft.	50 ft.	—
Churches	3 acres	200 ft.	—	35 ft.[3]	30 ft.[3]	50 ft.[3]	—
Public Utility Uses[4]	20,000 sq. ft.	100 ft.	—	35 ft.	20 ft.	50 ft.	—
Other Permitted Uses	5 acres	200 ft.	—	35 ft.[3]	30 ft.[3]	50 ft.[3]	—

[1]Local roads only. For Major Highway frontage see Sec. 18.44; for built-up frontage see Sec. 18.41.
[2]Subject to requirements of Sections 17.053 & 17.10.
[3]Or greater as may be required elsewhere in this Ordinance.
[4]Other than essential services as defined in Sec. 3.17.
[5]Except in approved subdivisions, Section 18.8.

ARTICLE 7

"A-2" AGRICULTURE-CONSERVATION DISTRICT

7.00—The following uses shall be permitted, and the following regulations and the applicable regulations contained in other Articles shall apply, in the "A-2" Agriculture-Conservation District:

7.10—PRINCIPAL PERMITTED USES.

7.101—Agriculture, grazing, and the usual agricultural buildings and structures including farm dwellings, farm office buildings, commercial and non-commercial nurseries and greenhouses; provided that any greenhouse heating plant, or any building or feeding pen in which farm animals are kept, shall comply with the distance requirements in Section 5.19.

7.102—Forests, forestation, and production of forest products, including portable sawmills.

7.103—Public and private parks, landings, camp grounds, golf courses, hunting or fishing camps, game preserves, yacht clubs, and the like, for the purpose of conserving and enjoying the natural resources.

7.104—Water supply works, floodways, flood prevention, erosion control, or similar works, fish or game hatcheries.

7.105—Private summer cottages, and trailers used as such, in season; which buildings need not abut upon a road.

7.106—Public buildings and structures of a recreational, cultural, conservation, administrative, or public service type.

7.107—Directional signs in accordance with the provisions of Section 17.062.

7.20—CONDITIONAL USES, REQUIRING BOARD AUTHORIZATION.

7.201—Sand and gravel pits, borrow pits, clay pits, mines, and quarries, including the processing or compounding of products composed largely of such materials, provided: (a) that any building housing power-driven or power-producing machinery or equipment shall be distant at least two hundred (200) feet from all adjacent property or road lines; (b) that the extractive operations be confined to areas at least fifty (50) feet distant from all adjoining properties and one hundred (100) feet from any existing principal building on an adjacent property; (c) that all excavations be back-filled or regraded on a four-to-one (4:1) slope, whenever operations are discontinued, and that appropriate measures are taken to leave the premises in as safe, usable and presentable a conditon as possible; (d) that no such operation be conducted so as to impede the natural flow of any stream or to pollute its waters; and (e) that before authorizing such use, the Board shall obtain an adequate bond or other satisfactory guarantee to ensure compliance with these requirements and any others the Board may impose in accordance with sub-section 20.44.

7.202—Public utility structures and properties other than essential services defined in Section 3.17, provided that production, construction, maintenance, or storage buildings or yards shall comply with the distance requirements of Section 5.19.

7.203—Sewage disposal plants and disposal of garbage or refuse, by the County or a municipality thereof, subject to the provisions of Section 20.44 and provided that these areas shall comply with five (5) times the distance requirements of Section 5.19.

7.204—Boat harbors, for the mooring, launching, fueling, and incidental maintenance of pleasure craft only, including (a) launching ramps or other devices for the launching or removal of boats from the water (but not including any marine railway), (b) dry storage of seaworthy boats in operable condition, not over 26 feet in length, if screened from adjoining roads and properties, but not including any boat house or shed over 10 feet high, (c) light maintenance facilities for minor hull, deck, and interior repairs and painting, (d) sale of fuels and incidental supplies, if fuels are stored underground only; *Provided*, that off-street parking space shall be provided at the rate of not less than one space for each boat launched and remaining launched at any given time; that no advertising sign or device over three (3) square feet in size shall be displayed, nor any light or lighted sign that might create a hazard to navigation; and that all grounds shall be surfaced or landscaped, drained, and maintained in a neat, safe, and usable condition.

7.205—Single-family and two-family dwellings for year-round occupancy, where located on high well-drained sites with soil conditions suitable for proper sewage disposal systems, and provided that such sites are located on existing county or state roads.

7.30—ACCESSORY USES. Accessory buildings and uses customarily incidental to any principal use or authorized conditional use, including any accessory use or structure permitted and as regulated in the "A-1" District.

7.40—HEIGHT REGULATIONS. Except on farms and except for certain other buildings, structures, or parts thereof as provided in Section 18.2, no building or structure shall exceed two and one-half (2½) stories or thirty (30) feet in height.

7.50—LOT AREA, WIDTH, AND YARD REQUIREMENTS. The following minimum requirements shall be observed, subject to the modified requirements in Article 18:

	Min. Lot Area	Min. Lot Width	Front Yard Depth[1]	Side Yard Width Each Side	Rear Yard Depth	Min. Floor Area s.f.
Summer cottages, trailers, dwellings	2 acres	300 ft.	50 ft.	50 ft.	50 ft.	250
Public utility uses[2]	1 acre	200 ft.	50 ft.	30 ft.	50 ft.	—
Other permitted uses	5 acres	300 ft.	50 ft.	100 ft.	50 ft.	—

[1]For built-up frontage, see Section 18.41.
[2]Other than essential services as defined in sub-section 3.17.

ARTICLE 8
"R-1" ESTATE DISTRICT

8.00—The following uses shall be permitted, and the following regulations and the applicable regulations contained in other Articles shall apply, in the "R-1" Estate District.

8.10—PRINCIPAL PERMITTED USES.

8.101—Single-family dwellings.

8.102—Churches and parish houses.

8.103—Schools and colleges for academic instruction.

8.104—Farms, gardens, estates, forests, private game preserves, and the usual agricultural, grazing, forestry, and conservation uses and structures; provided that any greenhouse heating plant, stable, dairy barn, feeding pen, or other building in which farm animals are kept shall comply with the distance requirements in Section 5.19.

8.20—CONDITIONAL USES, REQUIRING BOARD AUTHORIZATION.

8.201—Country clubs, golf courses, hunting, riding, or fishing clubs, yacht clubs, and other social and recreational clubs and facilities, for private non-commercial use; provided that any such establishment shall have an area of at least ten (10) acres and every principal building or swimming pool shall comply with the distance requirements in Section 5.19.

8.202—Public parks, playgrounds, landings, game preserves, and buildings or properties of a cultural or conservation nature.

8.203—Private airports or landing strips without any commercial servicing facilities.

8.204—Private or church cemeteries.

8.205—Temporary sawmills incident to the cutting of timber on the premises.

8.206—Religious or charitable institutions, except hospitals or places of confinement or correction.

8.207—Cross-country electric transmission or communication lines, cables, or towers; oil, gas, water, sewer, or other pipelines; railroad lines; or any other utility located on a private right-of-way.

8.30—ACCESSORY USES. Accessory buildings and uses customarily incidental to any principal use or authorized conditional use, including:

8.301—Accessory dwellings for employees or relatives, on the same lot with the principal dwelling.

8.302—The home office of a doctor of medicine or dentistry, in his residence, in which office or profession no outside person is engaged; provided that the minimum off-street parking requirements for such an office shall be two (2) spaces, notwithstanding the provisions of Section 17.021.

8.303—Private garages, parking areas, stables, swimming pools, and other customary outbuildings and structures; provided that any stable shall comply with the distance requirements in Section 5.19.

8.304—Temporary real estate signs for the purpose of selling or renting the property on which they are located, and complying with the regulations in Section 17.06.

8.305—Identification signs displaying only the name and nature of the premises or directing the way thereto, and not exceeding twelve (12) square feet in size.

8.306—One bulletin board or sign for any permitted church, school, or other public or semi-public institution, not exceeding twenty-four (24) square feet in size, which sign may be indirectly lighted.

8.40—HEIGHT REGULATIONS. Except on farms and except for certain other buildings, structures, or parts thereof as provided in Section 18.2, no structure shall exceed two and one-half (2½) stories or thirty (30) feet in height.

8.50—LOT AREA AND WIDTH, YARD, AND FLOOR AREA REQUIREMENTS. The following minimum requirements shall be observed, subject to the modified requirements in Article 18:

	Min. Lot Area	Min. Lot Width	Lot Area per Family	Front Yard Depth[1]	Side Yard Width each side	Rear Yard Depth	Min. Floor Area s.f.
Dwellings	5 acres	400 ft.	5 acres[4]	50 ft.	50 ft.	50 ft.	1800[3]
Churches	3 acres	200 ft.	—	50 ft.	30 ft.	50 ft.	—
Other permitted uses	5 acres	200 ft.	—	50 ft.[2]	30 ft.[2]	50 ft.[2]	—

[1]Local roads only. For Major Highway frontage see Section 18.44; for built-up frontage see Section 18.41.
[2]Or greater as may be specified elsewhere in this Ordinance.
[3]Principal dwelling only.
[4]Including one accessory dwelling per 5 acres.

ARTICLE 9

"R-2" SUBURBAN RESIDENCE DISTRICT

9.00—The following uses shall be permitted, and the following regulations and the applicable regulations contained in other Articles shall apply, in the "R-2" Suburban Residence District.

9.10—PRINCIPAL PERMITTED USES.

9.101—Any Principal Use permitted and as regulated in the "R-1" District, except as hereinafter modified.

9.102—Public buildings and properties of an administrative or public service type but not including such uses as storage yards, warehouses, or garages.

9.103—Public parks, playgrounds, landings, community centers, game preserves, and buildings or properties of a cultural or conservation nature.

9.20—CONDITIONAL USES, REQUIRING BOARD AUTHORIZATION.

9.201—Any Conditional Use permitted and as regulated in the "R-1" District, except as hereinafter modified.

9.202—Social and recreational clubs and facilities specified in Section 8.201, on sites of less than ten (10) acres but not less than five (5) acres; subject to the distance requirements in Section 5.19.

9.203—Hospitals and sanitoriums, not for contagious diseases nor for mental, liquor, or drug patients; and religious or charitable institutions, not including penal or correctional institutions; provided any such establishment shall comply with the distance requirements in Section 5.19.

9.204—Cemeteries, provided that no graves or burial lots be located in a required front yard or required street side yard. (Concerning cemeteries accessory to a church, see Section 9.303.)

9.205—Public utility structures and properties other than essential services defined in Section 3.17, but not including production, construction, maintenance, or storage buildings or yards.

9.206—Boat harbors, for the mooring, launching, fueling, and incidental maintenance of pleasure craft only, including (a) launching ramps or other devices for the launching or removal of boats from the water (but not including any marine railway), (b) dry storage of seaworthy boats in operable condition, not over 26 feet in length, if screened from adjoining roads and properties, but not including any boat house or shed over 10 feet high, (c) light maintenance facilities for minor hull, deck, and interior repairs and painting, (d) sale of fuels and incidental supplies, if fuels are stored underground only; *Provided*, that off-street parking space shall be provided at the rate of not less than one space for each boat docking slip or fixed mooring buoy, plus two spaces for each boat launched and remaining launched at any given time; that no advertising sign or device over three (3) square feet in size shall be displayed, nor any light or lighted sign that might create a hazard to navigation; and that all grounds shall be surfaced or landscaped, drained, and maintained in a neat, safe, and usable condition.

9.30—ACCESSORY USES. Accessory buildings and uses customarily incidental to any principal use or authorized conditional use, including:

9.301—Any accessory use or structure permitted and as regulated in the "R-1" District.

9.302—Customary incidental home occupations such as handicraft, dress-making, millinery, preserving, and home cooking, provided that no person other than a resident of the building may be engaged or employed in such occupation, that nothing is sold or stocked except what is produced on the premises, and that such occupation shall not require external or internal alterations or the use of mechanical equipment not customary in dwellings. An unlighted or indirectly lighted sign of not over one (1) square foot in area and attached flat against the building shall be permitted in connection with such home occupation.

9.303—Cemeteries when accessory to a church, provided that no graves or burial lots shall be located in a required front yard or in a required street side yard.

9.304—The keeping of not more than two roomers or boarders by a resident family.

9.40—HEIGHT REGULATIONS. Except on farms and except for certain other buildings, structures, or parts thereof as provided in Section 18.2, no principal structure shall exceed two and one-half (2½) stories or thirty (30) feet in height, and no accessory structure shall exceed one and one-half (1½) stories or twenty-five (25) feet in height.

9.50—LOT AREA AND WIDTH, YARD, AND FLOOR AREA REQUIREMENTS. The following minimum requirements shall be observed, subject to the modified requirements in Article 18:

	Min. Lot Area	Min. Lot Width	Lot Area per Family	Front Yard Depth[1]	Side Yard Widths Least Width	Side Yard Widths Sum of Widths	Rear Yard Depth	Min. Floor Area s.f.
Dwellings	20,000 sq.ft.	100 ft.	20,000 sq.ft.	35 ft.	15 ft.	35 ft.	50 ft.	1,000
Churches	2 acres	200 ft.		35 ft.	25 ft.	50 ft.	50 ft.	—
Schools	5 acres	200 ft.		35 ft.	25 ft.	50 ft.	50 ft.	—
Public Utility Uses[3]	20,000 sq.ft.	100 ft.		35 ft.	25 ft.	50 ft.	50 ft.	—
Other Permitted Uses	20,000 sq.ft.	100 ft.		35 ft.	25 ft.[2]	50 ft.[2]	50 ft.[2]	—

[1]Local roads only. For Major Highway frontage see Sec. 18.44; for built-up frontage see Sec. 18.41.
[2]Or greater as may be specified elsewhere in this Ordinance.
[3]Other than essential services as defined in sub-section 3.17.

ARTICLE 10

"R-3" URBAN RESIDENCE DISTRICT

10.00—The following uses shall be permitted, and the following regulations and the applicable regulations contained in other Articles shall apply, in the "R-3" Urban Residence District:

10.10—PRINCIPAL PERMITTED USES.

10.101—Any Principal Use or structure permitted and as regulated in the "R-2" District, except as hereinafter modified.

10.20—CONDITIONAL USES REQUIRING BOARD AUTHORIZATION.

10.201—Any Conditional Use permitted and as regulated in the "R-2" District, except as hereinafter modified.

10.202—Nursery schools and child care centers when located not less than twenty (20) feet from any other lot in any "R" District, provided there is established and maintained in connection therewith a completely fenced and screened play lot of adequate size.

10.203—Community Development Projects containing single-family or two-family dwellings, subject to the provisions of Section 17.07.

10.30—ACCESSORY USES.

10.301—Any accessory use or structure permitted and as regulated in the "R-2" District.

10.302—The keeping of not more than four (4) roomers or boarders by a resident family.

10.40—HEIGHT REGULATIONS. Same as specified in the "R-2" District.

10.50—LOT AREA AND WIDTH, YARD, AND FLOOR AREA REQUIREMENTS. The following minimum requirements shall be observed, subject to the modified requirements in Article 18:

	Min. Lot Area	Min. Lot Width	Lot Area per Family	Front Yard Depth[1]	Side Yard Widths Least Width	Side Yard Widths Sum of Widths	Rear Yard Depth	Min. Floor Area s.f.
Dwellings	8,000 s.f.[2]	70 ft.[2]	8,000 s.f.	35 ft.	10 ft.	30 ft.	40 ft.	800
Public Utility Uses[3]	Same as Dwellings							
Community Development Project[4]	3 acres		6,000 s.f.	—	—	—	—	800

[1]Local roads only. For Major Highway frontage see Section 18.44; for built-up frontage, see Section 18.41.
[2]Subject to requirements of Section 18.31.
[3]Other than essential services as defined in sub-section 3.17.
[4]Subject to requirements of Section 17.07.

ARTICLE 11

"R-4" APARTMENT DISTRICT

11.00—The following uses shall be permitted, and the following regulations and the applicable regulations contained in other Articles shall apply, in the "R-4" District:

11.10—PRINCIPAL PERMITTED USES.

11.101—Any Principal Use or structure permitted and as regulated in the "R-3" District, except as hereinafter modified.

11.102—Two-family and Multi-family dwellings.

11.20—CONDITIONAL USES, REQUIRING BOARD AUTHORIZATION.

11.201—Any conditional use permitted and as regulated in the "R-3" District, except as hereinafter modified.

11.202—Clubs, fraternities, lodges, and meeting places of other organizations, not including any use that is customarily conducted as a gainful business; provided that buildings in which such meeting places are housed shall be located at least twenty (20) feet from any other lot in any "R" District.

11.203—Community Development Projects containing single-family, two-family, and multi-family dwellings, subject to the provisions of Section 17.07.

11.30—ACCESSORY USES.

11.301—Accessory uses and structures permitted and as regulated in the "R-3" District, except as hereinafter modified.

11.302—Other accessory uses and structures, not otherwise prohibited, customarily accessory and incidental to any permitted principal use.

11.40—HEIGHT REGULATIONS. No principal structure shall exceed three (3) stories or forty (40) feet in height, and no accessory structure shall exceed one and one-half (1½) stories or twenty-five (25) feet in height; except as provided in Section 18.2 and except that farm and utility structures may be built to any required height; — *provided further,* that the Board of Appeals, by an Exception, may authorize a building not exceeding six (6) stories or seventy-five (75) feet in height, provided that for each story in excess of three, the front, side, and rear yard requirements shall each be five (5) feet greater than herein required

for a three-story building, and the total open space on the lot shall not be less than what it would be for a three-story building plus an amount equal to the gross floor areas of all stories above the third. In granting such an exception, the Board may also impose such other conditions as it deems necessary to protect the general character of the district, as provided in Section 20.44.

11.50—LOT AREA AND WIDTH, YARD, AND FLOOR AREA REQUIREMENTS. The following minimum requirements shall be observed, subject to the modified requirements in Article 18:

	Min. Lot Area[1]	Min. Lot Width[1]	Lot Area per Family	Front Yard Depth[2]	Side Yard Widths Least Width	Side Yard Widths Sum of Widths	Rear Yard Depth	Min. Floor Area s.f.
One-family, 1 & 1½ Stories	7,000 s.f.	60 ft.	7,000 s.f.	30 ft.	8 ft.	18 ft.	35 ft.	800
One-family, 2 & 2½ Stories	7,000 s.f.	65 ft.	7,000 s.f.	30 ft.	10 ft.	22 ft.	40 ft.	1,000
Two-family, 1 & 1½ Stories	9,000 s.f.	75 ft.	4,500 s.f.	30 ft.	10 ft.	22 ft.	40 ft.	800 each
Two-family, 2 & 2½ Stories	9,000 s.f.	75 ft.	4,500 s.f.	30 ft.	12 ft.	25 ft.	45 ft.	1,000 each
Multi-family, 1 & 1½ Stories	12,000 s.f.	75 ft.	3,500 s.f.	30 ft.	10 ft.	22 ft.	40 ft.	600 each
Multi-family, 2 & 2½ Stories	12,000 s.f.	75 ft.	3,500 s.f.	30 ft.	12 ft.	26 ft.	45 ft.	600 each
Multi-family 3 Stories[5]	12,000 s.f.	75 ft.	3,500 s.f.	30 ft.	14 ft.	30 ft.	50 ft.	600 each
Community Development Projects[3]	3 acres		3,000 s.f.	30 ft.				
Public Utility Uses[4]	7,000 s.f.	60 ft.		30 ft.	8 ft.	18 ft.	35 ft.	—
Other Permitted Uses:	Same as specified in the "R-2" District.							

[1]Subject to requirements of sub-section 18.31.
[2]Local roads only. For Major Highway frontage, see Sec. 18.44; for built-up frontage, see Sec. 18.41.
[3]Subject to requirements of Section 17.07.
[4]Other than essential services as defined in sub-section 3.17.
[5]For greater heights, see Section 11.40.

ARTICLE 12

"R-5" GENERAL RESIDENCE DISTRICT

12.00—The following uses shall be permitted, and the following regulations and the applicable regulations contained in other Articles shall apply, in the "R-5" General Residence District.

12.10—PRINCIPAL PERMITTED USES.

12.101—Any Principal Use or structure permitted and as regulated in the "R-4" District, except as hereinafter modified.

12.102—Trailer homes.

12.103—Conversion of a building to accommodate two or more families, in accordance with the requirements in Section 5.17.

12.104—Boarding or lodging houses not primarily for transients.

12.105—Rest homes and nursing homes for convalescent patients, provided any buildings for such uses shall be distant not less than twenty (20) feet from any other lot in any "R" District.

12.20—CONDITIONAL USES, REQUIRING BOARD AUTHORIZATION

12.201—Any Conditional Use permitted and as regulated in the "R-4" District, except as hereinafter modified.

12.202—Trailer parks, subject to the requirements in Section 17.053.

12.203—Motels (excluding restaurants, gas stations, or other business), subject to the special provisions in Section 17.10.

12.204—Cabin courts, subject to the requirements in Section 17.11.

12.30—ACCESSORY USES.

12.301—Accessory uses and structures as permitted and as regulated in the "R-4" District, except as hereinafter modified.

12.302—Other accessory uses and structures, not otherwise permitted, customarily accessory and incidental to any permitted principal use.

12.40—HEIGHT REGULATIONS. No principal structure shall exceed three (3) stories or forty (40) feet in height, and no accessory structure shall exceed one and one-half (1½) stories or twenty-five (25) feet in height; except as provided in Section 18.2 and except

that farm and utility structures may be built to any required height.

12.50—LOT AREA AND WIDTH, YARD AND FLOOR AREA REQUIREMENTS. The following minimum requirements shall be observed, subject to the modified requirements in Article 18:

	Min. Lot Area[1]	Min. Lot Width[1]	Lot Area per Family	Front Yard Depth[2]	Side Yard Widths Least Width	Side Yard Widths Sum of Widths	Rear Yard Depth	Min. Floor Area s.f.
Dwellings, Trailers								
1-Family, 1 & 1½ Story	7,000 s.f.	60 ft.	7,000 s.f.	25 ft.	8 ft.	18 ft.	35 ft.	400
1-Family, 2 & 2½ Story	7,000 s.f.	65 ft.	7,000 s.f.	25 ft.	10 ft.	22 ft.	40 ft.	400
2-Family, 1 & 1½ Story	7,000 s.f.	70 ft.	3,500 s.f.	25 ft.	10 ft.	22 ft.	40 ft.	400 each
2-Family, 2 & 2½ Story	7,000 s.f.	70 ft.	3,500 s.f.	25 ft.	12 ft.	25 ft.	45 ft.	400 each
Multi-Family, 1 & 1½ Story	10,500 s.f.	75 ft.	3,500 s.f.	25 ft.	10 ft.	22 ft.	40 ft.	400 each
Multi-Family, 2 & 2½ Story	10,500 s.f.	75 ft.	3,500 s.f.	25 ft.	12 ft.	26 ft.	45 ft.	400 each
Multi-Family, 3 Story	10,500 s.f.	75 ft.	3,500 s.f.	25 ft.	14 ft.	30 ft.	50 ft.	400 each
Community Development Projects[3]	3 acres		3,000 s.f.	25 ft.				
Motels & Trailer Parks	2 acres	200 ft.	2,500 s.f.	25 ft.[4]	50 ft.	100 ft.	50 ft.	—
Cabin courts[5]	1 acre	100 ft.	2,500 s.f.	25 ft.	20 ft.	40 ft.	50 ft.	400
Public Utility Uses[6]	7,500 s.f.	60 ft.		25 ft.	8 ft.	18 ft.	35 ft.	
Other Permitted Uses	Same as specified in the "R-1" District.							

[1]Subject to requirements of sub-section 18.31.
[2]Local roads only. For Major Highway frontage see Section 18.44; for built-up frontage, see Section 18.41.
[3]Subject to requirements of Section 17.07.
[4]Subject to requirements of Sections 17.053 and 17.10.
[5]Subject to requirements of Section 17.11.
[6]Other than essential services as defined in sub-section 3.17.

ARTICLE 13

"B-1" COMMUNITY BUSINESS DISTRICT

13.00—The following uses shall be permitted, and the following regulations and other applicable regulations contained in other Articles shall apply, in the "B-1" Community Business District:

13.10—PRINCIPAL PERMITTED USES—subject to the conditions in Section 13.30.

13.101—Any use permitted and as regulated in the "R-1" Apartment District, except as hereinafter modified.

13.102—Conversion of a building to accommodate two or more families, in accordance with the re-

13.103.—Hotels and motels; boarding or lodging houses. (As amended January 24, 1967.)

13.104—Any neighborhood or community retail business or service establishment such as a food, drug, clothing, hardware, accessory, variety, or department store, a barber, beauty, florist, or specialty shop, a shoe repair shop, an automatic laundry or cleaning shop, a bank or savings and loan office, a professional office, a real estate or insurance office, or the like, — supplying commodities or performing services primarily for residents of the surrounding community.

13.105—Restaurants, cafes, and confectionaries, — not including entertainment or dancing.

13.106—Antique or gift shops.

13.107—Automobile service stations, light repair and storage garages, and commercial parking lots for passenger vehicles, — subject to provisions in Section 17.04 and provided that all motor tuning or testing, or other noisy activities, be conducted within enclosed buildings.

13.108—Theatres, bowling halls, other indoor commercial recreation places, and funeral homes.

13.109—Carpenter, electrical, plumbing, heating, sheet metal, sign painting, printing, upholstery, furniture repairing, painting, or interior decorating shops — provided all principal buildings and workshops, and all paint storage, be located at least fifty (50) feet from any lot in any "R" District.

13.110—Commercial greenhouses and nurseries,

provided any greenhouse heating plant shall observe the distance requirements in Section 5.19.

13.111—Unified Shopping Centers complying with the requirements of Section 17.09.

13.112—General administrative and executive offices.

13.113—Any other retail business or service establishment which is determined by the Board of Appeals to be of the same general character as those specified herein, but not including any use of a class first permitted in a "B-2" or "M" District.

13.20—ACCESSORY USES.

13.201—Accessory buildings and uses customarily incidental to any permitted principal use, and not otherwise prohibited, including those permitted and as regulated in the "R-5" District.

13.202—Exterior signs pertaining only to the uses conducted on the same premises or to the occupancies thereof. Such signs shall be integral with or attached to the building; or if any such building is more than 100 feet back from the street line, a free-standing sign located at the street line shall be permitted. No such sign shall project over any building line or street line more than three (3) feet unless attached to a marquee or canopy, nor more than three (3) feet above the parapet wall or roof line if mounted on the building, nor shall it exceed fifteen (15) feet in total height if free-standing, and the areas of all such signs on the premises shall not exceed in the aggregate two (2) square feet for each linear foot of building frontage. Where the lot adjoins an "R" District, any exterior sign within fifty (50) feet thereof shall be attached flat against the front of the building.

13.203—Directional and other incidental signs, not exceeding four (4) square feet each in area, required in connection with the operation of an automobile service station, parking lot, or similar use, provided such signs do not extend over street lines nor otherwise obstruct or impair the safety of pedestrians or motorists.

13.204—The manufacturing, processing, or treatment of goods for sale primarily at retail on the premises, or the cleaning, laundering, repairing, or other treatment of objects as a retail service to customers on the premises, in which operations not more than three (3) persons shall be engaged at any one time.

13.30—REQUIRED CONDITIONS.

13.301—All businesses and processing shall be conducted wholly within completely enclosed buildings, except for the sale of automotive fuels, fluids, and incidental services at service stations, and the parking or loading of vehicles, — unless authorized in connection with a Unified Shopping Center.

13.302—Where a "B-1" District fronts directly across the street from any "R" District, the parking and loading facilities shall be set back at least twenty-five (25) feet from the street line, and the intervening space shall be landscaped. All buildings in such cases shall be set back at least seventy-five (75) feet.

13.303—Goods sold or stocked shall consist primarily of new merchandise or of bona fide antiques.

13.304—Processes and equipment employed and goods processed or sold shall be limited to those which are not objectionable by reason of hazard, odor, dust, smoke, cinders, gas, fumes, noise, vibration, radiation, refuse matter, or water-carried waste.

13.40—HEIGHT REGULATIONS. No structure shall exceed three (3) stories or forty (40) feet, except as provided in Section 18.2.

13.50—
Hotels, motels—Same as specified in the "B-2" District —(as amended January 24, 1967.)

	Min. Lot Area	Min. Lot Width	Lot Area per Family	Front Yard Depth[1]	Side Yard Widths each side	Rear Yard Depth	Min. Floor Area
Dwellings	Same as in "R-4" District						
Other Permitted Uses	—	—	—	35 ft.[3]	None required except adjoining an "R" District; then 15 ft.	50 ft.	—
Unified Shopping Centers[2]	2 acres	—	—	35 ft.[3]	Same as above	50 ft.	—

[1]Local roads only. For Major Highway frontage, see Section 18.44; for built-up frontage, see Section 18.41.
[2]See Section 17.09.
[3]Or greater, as specified elsewhere in this Ordinance.

ARTICLE 14
"B-2" GENERAL BUSINESS DISTRICT

14.00—The following uses shall be permitted, and the following regulations contained in other Articles shall apply, in the "B-2" General Business District:

14.10—PRINCIPAL PERMITTED USES—Subject to the conditions in Section 14.40.

14.101—Any use or structure permitted and as regulated in the "R-5" and "B-1" Districts, except as hereinafter modified.

14.102—Tourist homes, produce stands.

14.103—Hotels and motels,—subject to the applicable provisions of Section 17.10.

14.104—Drive-in eating and drinking establishments, summer gardens and road houses including entertainment and dancing, provided the principal building shall comply with the distance requirements of Section 5.19.

14.105—Automobile repair shops or general garages, subject to the provisions in Section 17.04.

14.106—Automobile, tire, battery, trailer, and implement establishments for display, hire, sale, or general repair, including sales lots, all subject to the requirements in Section 5.19.

14.107—Animal hospital, veterinary clinic or kennel, provided any structure or area used for such purposes shall comply with the requirements of Section 5.19 and are at least one hundred (100) feet from any "B-1" District.

14.108—Bakery, laundry, clothes cleaning and dyeing establishment—all subject to one-half (½) the distance requirements of Section 5.19.

14.109—Billboards—subject to the same regulations as other uses and to the provisions of Section 17.06.

14.110—Wholesale business, warehousing, storage and distributing establishments,—except for flammable liquids or explosives.

14.111—The following uses—(1) when conducted wholly within a completely enclosed building, provided that any openings in such buildings, other than stationary windows and required fire exits, shall observe one-half (½) the distance requirements of Section 5.19 (or such greater distance as provided below for a particular use but not less than one-quarter (¼) the distance requirements of Section 5.19 in any case); or (2) when conducted within an area enclosed on all sides by a solid wall or uniformly painted solid board fence, not less than six (6) feet high, meeting the requirements of Section 5.19:

(a) Building materials sales yard, not including concrete mixing.

(b) Contractor's equipment storage yard or plant, or storage and rental of equipment commonly used by contractors.

(c) Trucking or motor freight station or terminal.

(d) Retail lumber yard, including mill work only when incidental.

(e) Storage, sale, and incidental milling or other processing of grain and livestock feed, or storage and sale of coal, coke, or firewood; provided dust is effectively controlled during all operations.

(f) Carting, express, or hauling establishments, including storage of vehicles.

(g) Stone or monument works not employing power driven tools; or if employing such tools then only within a completely enclosed building subject to one-half (½) the distance requirements of Section 5.19.

14.112—Any other use that is determined by the Board of Appeals to be of the same general character as the above-mentioned uses, including any kind of manufacturing or treatment incidental to the conduct of a retail business on the premises, except a use which is first permitted in an "M" District or is prohibited therefrom.

14.113—Electric, communication, water, sewer, gas, and fuel transmission lines and necessary equipment incidental thereto; wireless transmitting stations, transformers, boosters, railroad lines and stations.

14.20—CONDITIONAL USES, REQUIRING BOARD AUTHORIZATION.

14.201—Trailer parks, subject to the provisions of Section 17.05.

14.202—Cabin courts, subject to the provision of Section 17.11.

14.203—Inflammable liquids, underground storage only, not to exceed forty thousand (40,000) gallons, and subject to the distance requirements of Section 5.19.

14.204—Drive-in theatres, provided that the screen shall be so located that the picture will not be visible from adjacent streets or highways and said screen shall be set back not less than one hundred (100) feet from the street line; and provided all parts of such drive-in theatres shall comply with the distance requirements of Section 5.19.

14.205—Swimming pools, dancing, skating, golf driving ranges, livery stables, riding academies, amusement parks, circus, carnival, target ranges, or similar open-air recreational uses and facilities except race tracks, all subject to the requirements of Section 5.19.

14.206—Commercial marinas, for the sale, rent, repair, storage, launching, docking, equipping, and servicing of pleasure boats of any size and of work boats not over 40 feet in length, and of their engines, sails, parts, and equipment, including (a) marine railways, (b) repair shops or sheds not inconsistent with the general character of the "B-2" District, (c) docks for the unloading of seafood catch or haul in containers, provided that there shall be no storing, processing, or packing of such products on the premises; *Provided*, that

off-street parking space will be provided at the rate of not less than three spaces for every two boat moorings, plus two spaces for each boat launched and remaining launched at any given time, plus one space for each employee; that all parking and storage spaces shall be screened from adjoining roads and from any adjacent property in a more restricted district; that no light or lighted sign shall be displayed that might create a hazard to navigation; and that all repair shops or sheds, marine railways, seafood docks, boat storage yards, and the like, shall observe the distance requirements of Section 5.19.

14.30—ACCESSORY USES.

14.301—Accessory uses and structures permitted and as regulated in the "B-1" District.

14.302—Accessory uses and structures customarily incidental to any permitted principal use, except those of an industrial type that are not permitted in the "M-1" District as a principal use.

14.40—REQUIRED CONDITIONS.

14.401—Processes and equipment employed and goods processed or sold shall be limited to those which are not objectionable by reason of hazard, odor, dust, smoke, cinders, gas, fumes, noise, vibration, radiation, refuse matter or water-carried waste.

14.402—Lots for the public display or sale of automobiles, trucks, trailers, implements, boats, or other machinery or equipment shall comply with the following requirements:

14.4021—Every such lot shall be fenced along each public street or road by an ornamental fence not less than thirty (30) inches high, located at least five (5) feet back from the property line or from any public sidewalk, and the space in front thereof shall be landscaped and properly maintained.

14.4022—No lighting of such lot, other than minimum protective night lighting, shall remain on after normal business hours. All lighting shall be shaded so as to direct the light away from residential premises and from public roads.

14.4023—Along any side adjacent to any "R" District, or institutional premises, an ornamental wall, fence, or compact evergreen hedge and wire fence, not less than four (4) feet or more than six (6) feet high, shall be installed and maintained in good condition without any advertising thereon.

14.50—HEIGHTS REGULATIONS. Same as in "B-1" District.

14.60—LOT AREA AND WIDTH, YARD, AND FLOOR AREA REQUIREMENTS. The following minimum requirements shall be observed, subject to the modified requirements contained in Article 18:

	Min. Lot Area	Min. Lot Width	Lot Area per Family	Front Yard Depth[1]	Side Yard Width each side	Rear Yard Depth	Min. Floor Area
Dwellings	Same as specified in the "R-5" District						
Hotels, motels	1 acre	100 ft.	1,000 s.f. per bedroom	35 ft.	20 ft.	40 ft.	—
Trailer Parks[2]	2 acres	200 ft.	2,500 s.f.	35 ft.[2]	40 ft.[2]	40 ft.[2]	—
Cabin courts[3]	20,000 s.f.	100 ft.	2,500 s.f.	35 ft.	20 ft.	40 ft.	400 s.f. each
Other Permitted Uses				35 ft.[4]	None required except adjoining an "R" District; then 15 ft.	40 ft.	—

[1]Local roads only. For Major Highway frontage, see Section 18.44; for built-up frontage, see Section 18.41.
[2]Subject to requirements of Section 17.05.
[3]Subject to requirements of Section 17.11.
[4]Or greater as may be specified elsewhere in this Ordinance.

ARTICLE 14-A

"M-O" CONTROLLED INDUSTRIAL DISTRICTS

14.A.00—In order to provide greater freedom in the selection of areas for certain classes of industries and at the same time to secure and maintain effective control over the locations, type, and arrangement of industrial uses and to protect the uses in neighboring residential districts, areas for "M-O" Districts may be designated on the zoning map and/or may be created by petition in accordance with the procedure specified in Sec. 14.A.80. Such areas may be located in any "A-1", "A-2", or "R-1" district but in no other. Any such area shall be at least ten (10) acres in size.

14.A.01—The following uses shall be permitted, and the following regulations and the applicable regulations contained in other Articles shall apply, in the "M-O" Controlled Industrial Districts.

14.A.10—PRINCIPAL PERMITTED USES,—Subject to the conditions in Section 14.A.50.

14.A.101—Single-family dwellings.

14.A.102—Churches and parish houses.

14.A.103—Schools and colleges for academic instruction.

14.A.104—Farms, gardens, estates, forests, private game preserves, and the usual agricultural, grazing, forestry, and conservation uses and structures; provided that any greenhouse heating plant, stable, dairy barn, feeding pen, or other building in which farm animals are kept shall comply with the distance requirements in Sec. 5.19.

14.A.105—Libraries and archives.

14.A.20—SPECIAL USES—When designating or creating any "M-O" District area, the Board of County Commissioners may authorize any one or more of the following uses in such area, in addition to those specified in Sections 14.A.10 and 14.A.30. In authorizing any such additional use, the Commissioners may impose such requirements and conditions with respect to location, construction, maintenance, and operation—in addition to those expressly stipulated hereinafter—as they may deem necessary for the protection of adjacent properties and the public interest.

14.A.201—General administrative and executive offices.

14.A.202—Laboratories—chemical, physical, and biological—for research, development, or testing, and incidental or associated pilot plants and production facilities; but not including any rocket test stand or launching pad.

14.A.203—Electronic or similar data processing centers.

14.A.204—Institutions for research and training in the arts and sciences, or for cultural, social, or educational purposes.

14.A.205—The processing, preparing, or packaging of nuclear products of such types, by such processes, and under such conditions, as may be approved in each case by the Atomic Energy Commission and the appropriate State regulatory bodies as being safe in close proximity to residential and other developments.

14.A.206—Fabrication and assembly of nuclear reactors and reactor components.

14.A.207—Operation of small experimental nuclear reactors.

14.A.208—The fabrication or assembly and testing of space equipment components (excluding rocket test stands or launching pads), military hardware components associated with nuclear or electronic devices, aircraft, spacecraft, engines, communications, or similar equipment, and of electrical appliances or electronic instruments, parts or devices.

14.A.209—Observatories, tracking or communications stations.

14.A.210—Electric sub-stations and transmission or communications towers.

14.A.211—Private airports or landing strips without any commercial servicing facilities.

14.A.30—ACCESSORY USES.

14.A.301—Accessory buildings and uses customarily incident to any permitted use, and not otherwise prohibited, including the underground storage of inflammable liquids, not exceeding forty thousand (40,000) gallons, if complying with the distance requirements in Section 5.19. Storage uses shall be entirely within buildings unless specifically authorized by the Board of County Commissioners.

14.A.302—A suitable identification sign for each establishment, not exceeding one hundred fifty (150) square feet in size, or a temporary sign of like size offering the property for sale or rent.

14.A.40—PROHIBITED USES.

14.A.401—Any hospital, clinic, or other institution for human care, or any retail business, service, billboard, or other use permitted in the "B-2" District other than those expressly permitted in this Article; provided, however, that any such use that is purely incidental and accessory to a permitted use, such as a restaurant, canteen, recreation field, or dispensary, shall be permitted in connection therewith, and provided that any prohibited use legally existing in any "M-O" District at the time of its establishment shall not be subject to any of the limitations or other regulations prescribed for non-conforming uses elsewhere in this Ordinance.

14.A.50—REQUIRED CONDITIONS.

14.A.501—All "Special Uses" shall be subject to two (2) times the distance requirements in Section 5.19.

14.A.502—All uses except agricultural, public utility, airport, and similar uses, shall be conducted wholly within completely enclosed buildings, except for parking, loading, and unloading facilities.

14.A.503—No use shall be permitted to be established or maintained which by reason of its nature or manner of operation is or may become hazardous, objectionable, or offensive, by reason of explosion, fire, odor, dust, smoke, cinders, gas, fumes, noise, vibration, radiation, refuse matter, or water-carried waste.

14.A.504—The front yard requirements shall apply along all public streets and roads, including side roads, and such yards shall be landscaped and maintained in good condition.

14.A.505—All roads, driveways, and parking areas shall be surfaced with a dustless all-weather material.

14.A.506—Off-street parking areas shall be provided sufficient to accommodate the combined total number of employees on the two heaviest shifts, plus adequate areas for officials and visitors.

14.A.507—Storage facilities shall be provided for all company vehicles.

14.A.508—All buildings on any premises shall not cover in the aggregate more than twenty (20) per cent of the gross site area.

14.A.60—HEIGHT REGULATIONS—No structure shall exceed two (2) stories or thirty-five (35) feet in height, except as provided in Section 18.2, and except that farm structures may be built to any required height.

14.A.70—LOT AREA AND WIDTH, YARD, AND FLOOR AREA REQUIREMENTS—The following minimum requirements shall be observed, subject to the modified requirements contained in Article 18; except that Dwellings, Churches, Parish houses, Schools, Colleges, and Farms shall comply with the requirements of the district in which the area was located before its designation as an "M-O" District.

	Front Yard Depth[1,2]	Side Yard Width each Side[2]	Rear Yard Depth[2]
All buildings	100 ft.	25 ft. except adjoining an "R" District in which case not less than 50 ft.	None required except adjoining an "R" District; then 100 ft.

[1]For built-up frontage, see Section 18.41.
[2]Additional requirements may apply to certain cases, as specified elsewhere in this Ordinance.

14.A.80—PROCEDURE FOR CREATING AN "M-O" DISTRICT.

14.A.801—A petition for the creation of an "M-O" District shall be addressed to the Board of County Commissioners, shall be referred to the County Planning and Zoning Commission, and shall be processed in the manner prescribed for changes and amendments in Article 21, including public notice and hearing. The filing fee shall also be the same, and all requirements of Article 21 relative to plats and other information shall be met.

14.A.802—Such petitions shall be accompanied by sufficient information, shown on tentative or general development plans or otherwise, to indicate the uses to be made of the property, the general layout of the proposed development, the controlling design features or standards, or other type of information as the Commissioners may require to enable them to carefully and adequately consider the proposal in its relationship to the comprehensive plan and objectives of the County, the need for economic growth and employment of a constructive type, the welfare of the community and of neighboring interests, and all other proper considerations.

14.A.803—Approval of an "M-O" District area shall be by resolution of the Board of County Commissioners, specifying the uses and conditions applying therein. Such approval shall include a requirement that the buildings, grounds and uses continue to be maintained and conducted in accordance with said conditions of approval and in such manner as will not adversely affect vicinial properties. Failure to comply with this requirement may be grounds for reclassification of the property by the proper authority after notice and public hearing. Every approved "M-O" District area shall be designated on the Zoning Map.

14.A.804—No building or zoning permit shall be issued in any "M-O" district for a building or use which does not comply substantially with the approved general plan, layout, or standards, and with the conditions of approval. If the authorized use has not been established within five (5) years, the approval shall be void unless the County Commissioners, upon written request and after recommendation and report from the Planning Commission, grant an extension; except that not more than two (2) such extensions, of one year each, may be granted.

ARTICLE 15
"M-1" INDUSTRIAL PARK DISTRICT

15.00—The following uses shall be permitted, and the following regulations and the applicable regulations contained in other Articles shall apply, in the "M-1" Industrial Park District.

15.10—PRINCIPAL PERMITTED USES—Subject to the conditions in Section 15.50.

15.101—General administrative and executive offices.

15.102—Laboratories—chemical, physical, and biological—for research, development, or testing, and incidental or associated pilot plants and production facilities; but not including any rocket test stand or launching pad.

15.103—Electronic or similar data processing centers.

15.104—Printing and publishing plants.

15.105—Libraries or archives.

15.106—The preparation and packaging of cosmetics, pharmaceuticals, candies, and food products, except fish and meat products or any other products the preparation of which produces strong or offensive odors, such as sauerkraut, vinegar, or yeast, or the rendering or refining of fats or oils, or the canning of fruits or vegetables.

15.107—The manufacturing, compounding, assembling, or treatment of small articles of merchandise from semi-finished materials such as cloth, leather, paper, light metals, or pieces of wood, largely by hand operations and not employing heavy or noisy ma-

chinery such as sawmills, planing mills, punch presses, knitting machines, looms, or the like.

15.108—The manufacture or assembly of small electrical or electronic devices, instruments, parts, or equipment, or of musical instruments, optical or dental goods, toys, novelties, photographic equipment, and the like.

15.109—Farms, gardens, forests, and the usual agricultural, grazing, forestry, and conservation uses and structures including farm dwellings; provided that any greenhouse heating plant, stable, dairy barn, feeding pen, or other building in which farm animals are kept shall comply with the distance requirements in Section 5.19.

15.110—Wholesale warehouses or distributing plants, except for flammable liquids or explosives.

15.111—Electric, communication, water, sewer, gas, and fuel transmission lines and necessary equipment incidental thereto; wireless transmitting stations, transformers, boosters, railroad lines and stations.

15.112—Any other use that is determined by the Board of Appeals to be of the same general character as the above-mentioned uses, but not including any use first permitted in the "M-2" District or prohibited therefrom.

15.20—CONDITIONAL USES, REQUIRING BOARD AUTHORIZATION—and subject to two (2) times the distance requirements in Section 5.19.

15.201—The manufacture of pottery or other similar ceramic products using only previously pulverized clay and kilns fired only by electricity or gas.

15.202—Bakeries, laundries, and dry cleaning and dyeing plants.

15.203—Bottling plants for soft drinks.

15.204—Creameries or milk processing and bottling plants, or distribution stations for dairy products.

15.30—ACCESSORY USES.

15.301—Accessory buildings and uses customarily incident to any permitted use, and not otherwise prohibited, including the underground storage of inflammable liquids, not exceeding forty thousand (40,000) gallons, if complying with the distance requirements in Section 5.19.

15.302—A suitable identification sign for each establishment, not exceeding one hundred fifty (150) square feet in size, or a temporary sign of like size offering the property for sale or rent.

15.40—PROHIBITED USES.

15.401—Any dwelling, school, hospital, church, clinic, or other institution for human care, or any retail business, service, billboard, or other use permitted in the "B-2" District other than those expressly permitted in this Article; provided, however, that any such use that is purely incidental and accessory to a permitted use shall be permitted in connection therewith, and that any such use legally existing in the "M-1" District at the time of enactment of this Ordinance, or any amendment thereto, shall not be subject to any of the limitations or other regulations prescribed for non-conforming uses elsewhere in this Ordinance.

15.50—REQUIRED CONDITIONS.

15.501—All uses except agricultural, public utility, airport, and similar uses, shall be conducted wholly within completely enclosed buildings, except for parking, loading, and unloading facilities.

15.502—No use shall be permitted to be established or maintained which by reason of its nature or manner of operation is or may become hazardous, objectionable, or offensive, by reason of explosion, fire, odor, dust, smoke, cinders, gas, fumes, noise, vibration, radiation, refuse matter, or water-carried waste.

15.503—The front yard requirements shall apply along all public streets and roads, including side roads, and such yards shall be landscaped and maintained in good condition.

15.504—All roads, driveways, and parking areas shall be surfaced with a dustless all-weather material.

15.505—Off-street parking areas shall be provided sufficient to accommodate the combined total number of employees on the two heaviest shifts, plus adequate areas for officials and visitors.

15.506—Storage facilities shall be provided for all company vehicles.

15.507—All buildings shall be substantially constructed and shall have finished exteriors.

15.508—The buildings on any premises shall not cover in the aggregate more then twenty (20) per cent of the gross site area.

15.60—HEIGHT REGULATIONS—No structure shall exceed two (2) stories or thirty-five (35) feet in height, except as provided in Section 18.2, and except that farm structures may be built to any required height.

15.70—YARD REQUIREMENTS—The following minimum requirements shall be observed, subject to the modified requirements contained in Article 18:

	Front Yard Depth[1,2]	Side Yard Width each Side[2]	Rear Yard Depth[2]
All buildings	100 ft.	25 ft. except adjoining an "R" District, in which case not less than 50 ft.	None required except adjoining an "R" District; then 100 ft.

[1]For built-up frontage, see Section 18.41.
[2]Additional requirements may apply to certain cases, as specified elsewhere in this Ordinance.

ARTICLE 16
"M-2" GENERAL INDUSTRIAL DISTRICT

16.00—The following uses shall be permitted, and the following regulations and the applicable regulations contained in other Articles shall apply, in the "M-2" General Industrial District:

16.10—PRINCIPAL PERMITTED USES—subject to the conditions in Sec. 16.50.

16.101—Any use or structure permitted and as regulated in the "B-2" District, except as hereinafter modified and excepting retail businesses and services, dwellings, and certain other uses as stipulated in Section 16.402.

16.102—Any principal use or structure permitted and as regulated in the "M-1" District, except as hereinafter modified.

16.103—Any other use not prohibited altogether in the "M-2" District or in certain parts of said district, by this Article or by any other law or ordinance.

16.104—The following uses when conducted wholly within completely enclosed buildings, except for parking and loading areas, and subject to the distance requirements of Section 5.19.

(a) Automobile, truck, trailer, bus, implement, machinery, or similar equipment fabrication, assembly, or major repair.

(b) Automobile body or paint shops.

(c) Tire recapping plants.

(d) Blacksmith, welding, or other metalworking shops not employing reciprocating hammers or punch presses over twenty (20) tons rated capacity.

(e) Creamery, bottling, ice manufacturing, or cold storage plant, or milk distributing depot.

(f) Foundry casting lightweight non-ferrous metals, or electric foundry not producing noxious fumes or odors.

16.105—The following uses subject to the distance requirements of Section 5.19:

(a) Lumber yards, including millwork; contractor's equipment storage yards or plants or storage and rental of equipment commonly used by contractors; storage and sale of livestock feed and/or coal, coke, or firewood, provided dust is effectively controlled; storage yards for vehicles of a delivery or draying service; storage of construction or maintenance vehicles, equipment, and supplies, such as poles, pipe, cable, or wire.

(b) Ship yards for the construction, launching, repairing, servicing, fitting, storing, sale, rent, docking, loading, or unloading of boats of any kind, and their engines, parts, and equipment, including marine ways or railways.

(c) Inflammable liquids, underground storage only, not to exceed forty thousand (40,000) gallons.

(d) Freight stations or truck terminals.

(e) Railroad yards and engines or car service facilities.

(f) Electric sub-stations, water treatment plants, water tanks, stand-pipes, and pumping stations.

16.106—The following uses when located not less than three hundred feet from any "R" District, and not less than one hundred (100) feet from any other district:

Asbestos manufacturing.
Asphalt mixing plants.
Bleaching, cleaning, or dyeing plant of large scale production.
Boiler shops, machine shops, structural steel fabricating shops, and railway car or locomotive shops including repair; metalworking shops employing reciprocating hammers or punch presses over twenty (20) tons rated capacity.
Brewing or distilling of liquors.
Brick, pottery, tile and terra cotta manufacturing.
Candle manufacturing.
Concrete mixing plants.
Cooperage works.
Crematory.
Disinfectant, insecticide, or poison manufacturing.
Dye and dyestuff manufacture.
Electric generating plant.
Enameling, lacquering, or japanning.
Emory cloth or sandpaper manufacturing.
Felt manufacturing.
Flour or grain mill.
Forge or foundry works.
Gas storage, illuminating or heating, including liquefied gas, for distribution to consumers.
Grain drying, or poultry feed manufacturing from refuse, mash, or grain.
Hair or hair products manufacturing.
Inflammable liquid storage underground in excess of forty thousand (40,000) gallons and storage above ground if less than forty thousand (40,000) gallons.
Lime products manufacturing.
Linoleum, oil cloth, or oiled goods manufacturing.
Livestock purchase or sales yards and buildings.
Meat and seafood packing; but not stockyards or slaughterhouses specified as a conditional use in Section 16.20.
Oil paint or enamel manufacturing or the grinding of colors by machine.
Perfume manufacturing.
Pickle, sauerkraut, or sausage manufacturing.
Printing ink manufacturing.
Rubber, caout-chouc, gutta-percha, or balata manufacturing or treatment.
Sandblasting or cutting.

Sawmill, or the manufacture of excelsior, wood fiber, or sawdust products.
Sewage disposal plant.
Shoddy manufacturing.
Shoe blacking or polish or stove polish manufacturing.
Stone and monument works employing power-driven tools if not complying with the provisions in sub-section 14.113 (g).
Vinegar manufacturing.
Wire or rod drawing, nut, screw, or bolt manufacturing.
Yeast manufacturing.
Any other use which, in the opinion of the Board of Appeals, is of a similar character to those specified above.

16.20—CONDITIONAL USES, REQUIRING BOARD AUTHORIZATION—subject to the conditions in Section 16.50.

16.201—Any conditional use permitted and as regulated in the "M-1" District, except as hereinafter modified.

16.202—The following uses when the location of each use shall have been authorized by the Board of Appeals, provided that any such use shall be located at least six hundred (600) feet from any "R" District and at least two hundred (200) feet from any other district:

Abattoirs and slaughterhouses or stock yards.
Acids, wholesale storage of.
Circus, carnival, revival tent, or simiar transient enterprise.
Explosive manufacture or storage, including fireworks.
Fairgrounds, race tracks, drag strips, and the like.
Fertilizer manufacturing.
Fish smoking or curing.
Garbage, offal, or dead animal or fish reduction or dumping.
Inflammable liquids refining or storage above ground in excess of forty thousand (40,000) gallons.
Junk yards including auto wrecking yards; the storage, sorting, drying, cleaning, refining, or baling of iron, junk, rags, glass, cloth, paper, or other materials, wool pulling and scouring; —subject to the special provisions in Section 17.12.
Poultry slaughterhouse, including packing and storage for wholesale.
Sand and gravel pits, borrow pits, clay pits, mines, and quarries, or stripping of soil, including the processing or compounding of products largely composed of such materials, provided: (a) that any building which houses power-driven or power-producing machinery or equipment shall be distant at least two hundred (200) feet from all road lines and from all adjacent property located in any district other than the "M-2" District; (b) that the extractive operation be confined to areas at least twenty-five (25) feet distant from all adjoining property and one hundred (100) feet from any then existing principal building on an adjoining property; (c) that all excavations be backfilled on a four-to-one (4:1) slope during or at the completion of operations; (d) that, before authorizing such use, the Board shall obtain an adequate bond or other satisfactory guarantee to ensure the provision of adequate fencing and the restoration of the land to a safe and usable conditon by regrading, draining, or other suitable treatment, during or at the completion of the extractive operation.
Smelting or reduction of ores or metallurgical products.
Any other use which in the opinion of the Board of Appeals is of a similar character to those specified above.

16.30—ACCESSORY USES.

16.301—Accessory uses and structures permitted and as regulated in the "M-1" District, except as hereinafter modified.

16.302—Other uses and structures customarily accessory and incidental to a permitted principal use, except of a type which is permitted only subject to Board authorization.

16.40—PROHIBITED USES.

16.401—Any use in conflict with any Ordinance of Queen Anne's County or law of the State of Maryland, regulating nuisances.

16.402—Any dwelling, trailer, school, hospital, church, clinic or other institutions for human care, or any retail business or service; provided however, that any retail business or service which is incidental to a permitted principal use, and any watchman's or caretaker's dwelling which is accessory to such use, shall be a permitted use; and provided further that any retail business or service legally existing in the "M-2" District at the time of the enactment of this Ordinance, or any amendment thereto, shall not be subject to any of the limitations or other regulations prescribed for non-conforming uses elsewhere in this Ordinance.

16.403—Any of the following uses:
Acetylene manufacture in excess of fifteen (15) pounds pressure per square inch.
Acid manufacture.
Asphalt or tar roofing or waterproofing manufacture.
Bleaching powder, ammonia, or chlorine manufacture.
Celluloid or pyroxyline manufacture or processing.
Creosote manufacture or creosoting plant.
Distillation of bones.
Fat rendering.

Gas generation.
Glue or size manufacture.
Lime, gympsum, plaster, or plaster-of-paris manufacture.
Match manufacture.
Paper or pulp manufacturing.
Petroleum refining or re-processing of petroleum or coal-tar products.
Potash manufacture.
Radium extraction.
Soap manufacturing.
Soda, soda ash, potash, caustic soda, or washing compound manufacture.
Starch, glucose, or dextrine manufacture.
Sugar refining.
Tar distillation or manufacturing.
Turpentine, varnish, or shellac manufacture.

16.50—REQUIRED CONDITIONS.

16.501—The best practicable means available for the disposal of refuse matter or water-carried waste, the abatement of obnoxious or offensive odor, dust, smoke, gas, noise, vibration, radiation, or similar nuisance, and protection against fire and explosion, shall be employed.

16.502—The requirement that certain businesses, services, or processing shall be conducted in the "M-1" District within a completely enclosed building, and the other conditions specified in Section 15.50, shall not apply to any such principal use in the "M-2" District.

16.60—HEIGHT REGULATIONS—No structure within six hundred (600) feet of any "R" District shall exceed three (3) stories or fifty (50) feet in height, except as provided in Section 18.2.

16.70—YARD REQUIREMENTS—The following requirements shall be observed, subject to the modified requirements contained in Article 18:

	Front Yard Depth[1]	Each Side Yard[1]	Rear Yard Depth[1]
All buildings	35 ft.	15 ft. except adjoining an "R" District, in which case not less than 50 ft.	50 ft.

[1]Or greater as may be specified elsewhere in this Ordinance.

ARTICLE 17
SPECIAL PROVISIONS

17.01—OFF-STREET LOADING SPACES. In any district, in connection with every building or part thereof hereafter erected, having a gross floor area of ten thousand (10,000) square feet or more and which is to be occupied by manufacturing, storage, warehouse, goods display, retail store, wholesale store, market, hotel, hospital, mortuary, laundry, dry cleaning or other use similarly requiring the receipt or dispatch by vehicles of materials or merchandise, there shall be provided and maintained on the same lot with such building at least one (1) off-street loading space, plus one (1) additional such loading space for each twenty thousand (20,000) square feet or major fraction thereof of gross floor area so used in excess of the first twenty thousand (20,000) square feet.

17.011—Each loading space shall be not less than ten (10 feet) in width, forty-five (45) feet in length, and fourteen (14) feet in clear height.

17.012—Such space may occupy all or any part of any required yard or court space, except a front yard or the required side yard on the street side of a corner lot.

17.013—No such space shall be located closer than fifty (50) feet to any lot located in any "R" District, unless the loading space is wholly within a completely enclosed building or unless enclosed on all sides by a wall or uniformly painted board fence not less than six (6) feet in height.

17.02—OFF-STREET PARKING AREAS.

17.021—In all districts, in connection with every industrial, commercial, business, trade, institutional, recreational, dwelling, and other use, space for parking and storage of vehicles shall be provided in accordance at least with the following schedule of minimum requirements:

Automobile Sales and Service Garages—50 per cent of floor area.
Banks, Business Offices, and Professional Offices other than a doctor's office—50 per cent of floor area.
Bowling Alleys—5 spaces for each alley.
Churches and Schools—1 space for each 4 seats in a principal auditorium or 1 space for each 10 classroom seats, whichever is greater.
Dance Halls, Assembly Halls—200 per cent of floor area used for dancing or assembly.
Doctor's Office—8 parking spaces per doctor.
Dwellings—1 parking space for each family or dwelling unit.
Funeral Homes, Mortuaries—4 spaces for each parlor or 1 space for each 50 square feet of floor area whichever is greater.
Furniture and Appliance Stores, Household Equipment or Furniture Repair Shops, over 1,000 square feet of floor area—100 per cent of floor area.
Hospitals—1 space for each 2 beds.

Manufacturing Plants—1 space for each 2 employees on the maximum working shift or 25 per cent of floor area, whichever is the greater.

Restaurants, Beer Parlors, and Night Clubs, over 1,000 square feet floor area—200 per cent of floor area.

Retail Stores, Supermarkets, etc., over 2,000 square feet floor area—200 per cent of floor area.

Retail Stores, Supermarkets, etc. under 2,000 square feet floor area—100 per cent of floor area.

Sports Arenas, Auditoriums other than in Schools—1 parking space for each 3 seats.

Theatres, Assembly Halls with fixed seats—1 parking space for each 3 seats.

Wholesale Establishments or Warehouses—1 space for each 2 employees or 10 per cent of floor area, whichever is greater.

17.022—In the case of any building, structure, or premises, the use of which is not specifically mentioned herein, the provisions for a use which is so mentioned and to which said use is most nearly similar, shall apply.

17.023—Except in the case of dwellings, no parking area provided hereunder shall be less than one thousand (1,000) square feet in area exclusive of necessary driveways, aisles, or entrances. Each parking space shall be at least ten (10) feet wide and twenty (20) feet deep.

17.024—Every parcel of land hereafter used as a public or private parking area, including a commercial parking lot, shall be improved and maintained in accordance with the following requirements:

17.0241—Off-street parking areas for more than five (5) vehicles shall be effectively screened on each side that adjoins or is faced by premises located in any "R" District, or institutional premises, by an ornamental wall or fence, or a compact evergreen hedge and wire fence. Such wall or hedge shall be not less than four (4) feet or more than six (6) feet in height and shall be maintained in good condition without any advertising thereon.

17.0242—No part of any parking space shall occupy a required front yard or side yard on the street side of a corner lot, or be closer than five (5) feet to any established road right-of-way.

17.0243—Any off-street parking area, including any commercial parking lot, for more than five (5) vehicles shall be surfaced or kept treated in such manner as may be necessary to prevent any dust nuisance to the neighboring property or the general public, shall be so graded and drained as to dispose of all surface water accumulation within the area, and shall be so arranged and marked as to provide for orderly and safe loading or unloading and parking and storage of self-propelled vehicles.

17.0244—Any lighting used to illuminate any off-street parking area, including any commercial parking lot, shall be so arranged as to direct the light away from adjoining residential premises and from public roads.

17.0245—All entrances and exits to and from such areas shall open on or lead directly to a main thoroughfare, insofar as practicable.

17.025—The Board of Appeals may authorize, subject to the provisions of Section 20.4, a modification, reduction, or waiver of the foregoing requirements if it should find that in the particular case appealed the peculiar nature of the residential, business, trade, industrial, or other use, or the exceptional shape or size of the property or other exceptional situation or condition, would justify such modification, reduction, or waiver.

17.03—RESTRICTED ACCESSORY PARKING AREAS.

17.031—The Board of Appeals may also authorize, subject to the provisions of Section 20.4, the establishment and operation of off-street parking areas in any "A" or "R" District that adjoins a "B" or "M" District, subject to the following conditions and limitations:

17.0311—The parking lot shall provide parking space for ten (10) or more self-propelled vehicles.

17.0312—It shall be accessory to and for the use of one or more businesses or industrial establishments located in the adjoining "B" or "M" District.

17.0313—It shall be located on premises having an area of not less than four thousand (4,000) square feet, which shall abut at least forty (40) feet on a "B" or "M" District.

17.0314—No charge shall be made for parking or storage of vehicles.

17.0315—Entrances and exits shall be located within the adjoining business or industrial districts.

17.0316—The application shall be accompanied by the names and addresses of all property owners within two hundred (200) feet of the premises in question, who shall be given the opportunity to be heard at a public hearing by the Board in connection with the consideration of such application.

17.0317—In addition to the above, the Board may prescribe further requirements or conditions deemed necessary or desirable in respect to surfacing, marking, lighting, enclosures, or planting, for protection of the adjacent property.

17.0318—A zoning certificate issued for an accessory parking area under the above provisions shall be revocable, subject to continued compliance with the requirements and conditions.

17.04—FILLING STATIONS, PUBLIC GARAGES, AND PARKING LOTS.

17.041—No gasoline filling station, or commercial, customer, or employee parking lot for more than five (5) motor vehicles, or public garage or automobile repair shop, shall have an entrance or exit for vehicles within four hundred (400) feet along the same side of a road of the premises of any school, public play-

ground, church, hospital, public library, or institution for dependents or for children, except where such property is in another block or on another road which the lot in question does not abut, or is accessory to such use; and no part of any such gasoline filling station, parking lot, garage or shop shall be located within one hundred (100) feet of any of the said public, semi-public, or institutional buildings or properties.

17.042—No gasoline filling station or public garage shall be permitted where any oil draining pit or visible appliance for any such purpose, other than filling caps, is located within twelve (12) feet of any street lot line or within twenty-five feet of any "R" District, except where such appliance or pit is within a building.

17.043—On all corner lots, all vehicular entrances to or exits from any gasoline filling station, or commercial, customer, or employee parking lot for more than five (5) motor vehicles, or public garage or automobile repair shop, shall be set back a minimum of twenty-five (25) feet from the corner property lines extended or from the right-of-way lines determined as specified in Section 5.13. No such vehicular entrance or exit, whether on a corner lot or not, shall exceed forty (40) feet in width at the curb line, or thirty (30) feet at the property line; and there shall be a minimum of 20 feet, measured along the curb line, between any two successive vehicular entrances or exits except where they are adjacent.

17.05—TRAILERS OR TRAILER PARKS.

17.051—Parking of a trailer in any "A", "R", or "B-1" District shall be prohibited, except as provided in sub-sections 5.20, 6.102, 6.107, 7.105, and 12.102, and except that one (1) trailer may be parked or stored in an enclosed garage or other accessory building or on the same lot with the principal use, provided no living quarters shall be maintained or any business conducted in connection therewith while such trailer is parked or stored. Provided, however, that on a farm any private trailer shall be permitted if occupied by the owner or tenant of such farm or members of his immediate family, or by persons engaged primarily in the operation of such farm, and on condition that it shall be located in the farm building group and at least four hundred (400) feet from any permanent dwelling on adjacent property, and at least 200 feet back from any public road. No trailer, wherever located, shall be used as a dwelling except in compliance with requirements of the Health Department as to water supply and waste disposal.

17.052—Every trailer used as a dwelling, except in a trailer park or on a farm, and except where permitted as a seasonal or temporary use, shall comply with the following conditions:

(a) It shall be designed exclusively for single-family occupancy.

(b) The wheels and undercarriage shall be removed and it shall be erected on a durable masonry foundation or columns, with solid footings, fully enclosed and finished.

(c) It shall have a gross floor area, excluding any additions not a part of the original manufactured unit, not less than the minimum prescribed herein for the District in which it is located, but not less than 250 square feet in any case.

(d) It shall comply in all other respects with the requirements for dwellings in the district in which it is located.

17.053—Every trailer park shall comply with all sanitary and other requirements prescribed by law or regulation, and further:

17.0531—All trailers and trailer sites shall be distant from every property line as follows:

(a) In any "A" or "R" District, where permitted, not less than fifty (50) feet.

(b) In any "B" District, where permitted, not less than forty (40) feet; except that this distance may be reduced to not less than fifteen (15) feet where the trailer park is enclosed by a solid fence or wall at least six (6) feet high.

17.0532—The trailer sites together with any non-accessory buildings on the lot shall not occupy in the aggregate more than twenty-five (25) per cent of the gross area of the lot.

17.0533—No retail business or merchandising, other than such as is purely incidental and subordinate to the operation of a trailer park and intended primarily for its occupants, shall be permitted on the same lot with any trailer park; provided, however, that in a "B" District a small grocery store, community building, automatic laundry, beauty shop, or similar use meeting the foregoing requirements may be permitted.

17.0534—No vehicular entrance to or exit from any trailer park for more than ten (10) trailers, wherever located, shall be within four hundred (400) feet along roads of any school, public playground, church, hospital, library, or institution for dependents or for children, except where such building or property is in another block or fronts on a road on which such trailer park will have no entrance or exit.

17.0535—Approved public or community water supply and sanitary sewage collection and disposal facilities shall be available and provided to each trailer site.

17.0536—No existing trailer park shall be enlarged or extended unless the entire park is made to conform substantially to all requirements for a new trailer park. A Zoning Certificate, and Board authorization where required, shall be obtained for any such enlargement or extension, the same as for a new establishment.

17.06—BILLBOARDS AND OTHER SIGNS. Billboards and other outdoor advertising signs and structures, where permitted, shall be subject to the following conditions:

17.061—Billboards.

17.0611—No billboard shall have more than two hundred (200) square feet of copy area per facing, and the trim shall not exceed forty (40) per cent of the copy area. No such sign shall have an over-all height of more than twenty (20) feet above ground level, or (20) feet above the grade level of the adjacent road if higher. Not more than one such billboard shall be erected at any one location and facing the same direction.

17.0612—No billboard shall be located less than three hundred (300) feet from any other billboard on the same side of the road, except when such sign is part of a double-faced or "V"-type structure where the interior angle of the "V" does not exceed forty-five (45) degrees; nor shall any billboard be located less than one hundred (100) feet from any "A" or "R" District or three hundred (300) feet from any public or parochial school, park, library, church, historical shrine, or other buildings or landmarks maintained as such by a public or semi-public agency.

17.0613—Billboards shall be set back at least as far as the required front yard depth for a principal building, except that at an intersection along any state or county highway the setback of any billboard on unimproved land shall be at least one hundred (100) feet from each highway and intersecting road.

17.062—Directional Signs. No directional sign in any "A" District, whether single-faced or double-faced, shall exceed twenty-five (25) square feet in size (exclusive of mountings), or ten (10) feet in total height. No such sign shall be located less than five hundred (500) feet from any other such sign on the same side of the road, or less than two hundred (200) feet from any dwelling, school, church, institution for human care, or public or semi-public building or shrine (unless pertaining to such building or use and located on the same lot therewith), nor less than one hundred (100) feet from any intersecting road. Not more than one such sign shall be erected for each establishment advertised, in each direction from the establishment along each road, nor shall any such sign be more than three (3) miles distant from the establishment advertised. Such signs shall be exempt from all set-back requirements.

17.063—Real Estate Signs. Real Estate signs advertising improved property and not exceeding twenty (20) square feet in size shall be set back from the front lot line at least one-half (½) the distance required for a principal building on the lot, and no Zoning Certificate for the erection of such sign shall be required provided it conforms with this and other provisions of this Ordinance. Other real estate signs shall be set back from every street line at least a distance in feet equal to one-half (½) the number of square feet area of the sign, provided, that such setback shall be not less than forty (40) feet from the right-of-way line in any "A" or "R" District and not less than the front yard depth required for a principal building in any "B" or "M" District; provided, further, that such setback need not be more than one hundred (100) feet.

17.064—Signs in General. No billboard, real estate sign, accessory or other sign, sign structure, or similar device, shall be located so as to obstruct or conflict with traffic sight lines or traffic control signs or signals, especially at traffic intersections. Signs visible from a public road shall not contain the word "stop" or "danger", or otherwise simulate traffic control or other official signs. No lighting shall be permitted, of signs or for advertising purposes, which is of a flashing, intermittent, rotating, or other animated type, or which simulates that of any police or emergency vehicle, or which tends to blind or distract an approaching motorist or shine directly into any dwelling in an "R" District.

17.07—COMMUNITY DEVELOPMENT PROJECTS. In the case of a community development project when authorized under Sections 10.203, 11.203, or elsewhere, a Zoning Certificate for such project shall be issued only when authorized by the Board of Appeals subject to the provisions of Section 20.44 after public hearing and after the Board has received a report and recommendations from the County Planning and Zoning Commission.

17.071—The Planning Commission shall investigate and ascertain that the plans for such project meet the following conditions:

17.0711—That the tract of land for the project comprises not less than three (3) acres.

17.0712—That the buildings are to be used only for residential purposes and the customary accessory or associated uses, such as private garages, storage spaces, recreational and community activities, churches, and schools.

17.0713—That the average lot area per family or dwelling unit on the site, exclusive of the area occupied by streets, will not be less than the lot area per family specified for such project in the district in which it is located; except as follows:

(a) Where there is to be provided and maintained, as a part of the proposed development, adequate recreation areas to serve the needs of the anticipated population to be housed in such project, the average lot area per family or dwelling unit may be reduced not to exceed ten (10) per cent for two-family dwellings, and not to exceed twenty (20) per cent for multi-family dwellings.

17.0714—That there is to be provided within the tract, parking spaces in private garages or off-street parking areas in accordance with the requirements of Section 17.02.

17.0715—That the proposed project will constitute a residential environment of sustained desirability and stability; that it will be in harmony with the

character of the surrounding neighborhood and ensure substantially the same type of occupancy as obtains or may be expected to obtain in said neighborhood; that it will result in standards of open space at least as high as permitted or specified in the district in which it is located.

17.0716—That property adjacent to the proposed project will not be adversely affected.

17.072—A report of its findings and recommendations shall be furnished by the Planning Commission to the Board. Thereupon, if the Board finds that the proposed project will be consistent with the intent and purpose of this Ordinance to promote public health, safety, morals, and general welfare, it may authorize the Zoning Administrator to issue a Zoning Certificate even though the use of the land and the location of the buildings to be erected and the yards and other open spaces contemplated by the plan do not conform in all respects to the requirements of this Ordinance for the district in which the proposed project is to be located.

17.08—PLANNED UNIT DEVELOPMENTS. A plan for the subdividing and development of a tract of land comprising not less than thirty (30) acres may be submitted to the Planning Commission with written application for its approval, which development may include lots having less area or width than herein prescribed for the district in which it is located, and the Planning Commission, at its discretion, may approve such development and authorize the use of such lots provided the following conditions are met:

17.081—No lot in such development shall be reduced by more than twenty (20) per cent in area or width, and no lot shall be less than fifty (50) feet wide.

17.082—The total number of lots in the development shall not exceed the number that would have been produced by a conventional plan in which all the lots are of at least the minimum size prescribed for he district.

17.083—No lot in such development shall be of less size in any case than is prescribed in Section 18.31.

17.084—Not less than twenty (20) per cent of the net residential area, not including streets, church sites, or sites for other non-residential uses, nor less than five (5) acres in any case, shall be set aside for public or community uses such as recreation, education, or conservation, which areas shall be dedicated to the public, or with approval of the Planning Commission and subject to appropriate conditions may be deeded to an acceptable community association for the common use and enjoyment of the residents in the development or the general public. The locations, sizes, shapes and other aspects of such open spaces shall be subject to approval by the Planning Commission, but no such area shall be less than three (3) acres in area unless it is an addition to an existing area intended for similar use.

17.085—The average area per lot of all lots in the subdivision (excluding non-residential lots) shall be not less than the minimum lot area prescribed for the same class of dwellings in the same district. For the purpose of determining such average, the areas of open spaces provided under sub-section 17.084 above shall be included.

17.086—Where any lots adjoin a major highway or railroad, or a multi-family, commercial, industrial, or other non-residential area, the Planning Commission may require such lots to have at least the minimum size prescribed for the district.

17.09—UNIFIED SHOPPING CENTERS.

17.091—The owner of a tract of land located in any district at or near where a proposed shopping center is shown on the Official Land Use Plan of Queen Anne's County and containing not less than five (5) acres, may submit to the Planning Commission for its review a preliminary plan for the use and development of such tract of land for a unified shopping center project.

17.092—In accepting such plan for review, the Planning Commission must be satisfied that the proponents of the unified shopping center intend to start construction within two (2) years of the approval of the project and any necessary change in zoning, and intend to complete it within a reasonable time as determined by the Commission.

17.093—It shall then be the duty of the Planning Commission to investigate and ascertain whether the location, size, and other characteristics of the site, and the proposed plan, comply with the following conditions:

17.0931—The need for the proposed center at the proposed location, to provide adequate shopping facilities or services to the surrounding neighborhood or community, has been demonstrated by the applicant by means of market studies or such other evidence as the Commission may require.

17.0932—The proposed shopping center is sufficient but not excessive in size, to provide adequate neighborhood or community shopping facilities for the population which reasonably may be expected to be served by such shopping facilities.

17.0933—The proposed shopping center is at a location where traffic congestion does not then exist on the roads to be utilized for access to the proposed shopping center, and where such congestion will not likely be created by the proposed center; or where such congestion will be obviated by presently projected improvements of access roads, by demonstrable provision in the plan for proper entrances and exits, and by internal provisions for traffic and parking.

17.0934—The plan provides for a shopping center consisting of one or more groups of establishments in buildings of integrated and harmonious design, together with adequate and properly arranged traffic and parking facilities and landscaping, which will be an attractive and efficient shopping center, convenient, pleasant, and safe to use, and which will fit harmoniously into, and will have no adverse effect upon, the adjoining or surrounding development.

17.094—The uses permitted in a unified shopping center shall be those retail businesses, commercial and service uses permitted in the "B-1" District. No residential, heavy commercial, or industrial uses shall be permitted or any use other than such as is necessary or desirable to supply with goods or services the surrounding neighborhood or community.

17.095—The following regulations shall apply to a unified shopping center project:

17.0951—**Building Heights:** No building shall exceed three (3) stories or forty (40) feet in height, except as modified by Section 18.2 of this Ordinance.

17.0952—**Yards:** No building shall be less than one hundred twenty-five (125) feet from the centerline of a public road or less than fifty (50) feet from any other boundary of the tract on which the shopping center is located. The center shall be permanently screened from all adjoining properties located in any "R" District and, except for necessary entrances and exits, from all properties located in any "R" District across the road and within one hundred (100) feet from such center, by a solid wall, fence, or compact evergreen hedge at least six (6) feet in height. Such wall, fence, or hedge shall be placed at least five (5) feet from the property line and the space between such property line and the wall, fence, or hedge shall be properly landscaped and maintained.

17.0953—**Tract Coverage:** The ground area occupied by all the buildings shall not exceed in the aggregate twenty-five (25) per cent of the total area of the lot or tract.

17.0954—**Customer Parking Space:** Notwithstanding any other requirements of this Ordinance, there shall be provided one (1) off-street parking space for each one hundred (100) square feet of rental floor space, not including basement storage space.

17.0955—**Loading Space:** Notwithstanding any other requirements of this Ordinance, there shall be provided one (1) off-street loading and unloading space for each twenty thousand (20,000) square feet, or fraction thereof of aggregate floor space of all buildings in the center. At least one-third (1/3) of the spaces required shall be sufficient in area and vertical clearance to accommodate trucks of the tractor-trailer type.

17.0956—**Accessway and Illumination of Parking Areas:** These shall conform to the requirements for off-street parking areas, Section 17.02 of this Ordinance.

17.0957—**Signs:** In addition to signs permitted and as regulated in the "B-1" or "B-2" District, as the case may be, each such center shall be permitted two (2) free standing signs not over twenty-five (25) feet in height, having a maximum total size of one hundred (100) square feet. All signs within the center shall be controlled by written agreement between the owners and tenants of the center or otherwise, to avoid excessive advertising and ensure an attractive and harmonious appearance to the center as a whole. All signs shall conform to the distance requirements from property side-lines for the buildings in the center.

17.096—Upon determination by the Planning Commission that the proposed shopping center, as shown by the preliminary plan, appears to conform to the requirements of this Section and all other applicable requirements of this Ordinance, the proponents shall prepare and submit a final development plan which shall incorporate any changes or modifications required by the Commission.

17.097—If the final development plan is found to comply with the requirements set forth in this Section and other applicable provisions of this Ordinance, the Planning Commission shall approve such plan for development in substantial conformity therewith and within the time determined by the Commission. If a change in zoning is necessary, the Planning Commission shall submit said plan with its report and recommendations, together with an application by the proponents for such change in zoning classification, to the Board of County Commissioners which shall hold a public hearing on both the development plan and application for a change in zoning.

17.098—Following the public hearing, the Board of County Commissioners may modify the plan consistent with the intent and meaning of this Ordinance, transmit the plan if modified to the Planning and Zoning Commission for its comments and recommendations, and after receipt thereof may rezone the property to the classification permitting the proposed center, for development in substantial conformity with the final plan as approved by it.

17.099—After the final development plan has been approved, and in the course of carrying out this plan adjustments or rearrangements of buildings, parking areas, loading areas, entrances, heights, or yards may be requested by the proponents, and provided such requests conform to the standards established by the final development plan and this Ordinance, such adjustments or rearrangements may be authorized by the Planning Commission.

17.10—**MOTELS:** Every motel shall comply with all sanitary and other requirements prescribed by law or regulation; and in the "A-1" and "R-5" Districts:

17.101—All buildings shall be distant not less than fifty (50) feet from every property line.

17.102—The buildings shall not occupy in the aggregate more than twenty-five (25) per cent of the gross lot area.

17.103—No vehicular entrance to or exit from any motel of more than ten (10) units shall be within four hundred (400) feet along roads of a school, public playground, church, hospital, library, or institution for dependents or for children, except where such building or property is in another block or fronts on a road on which such motel will have no entrance or exit.

17.104—Approved water supply and sanitary sewage collection and disposal facilities shall be provided for each unit.

FOR COMPLETION OF 17.12; See Liber 7 Page 108

17.105—No existing motel, tourist camp, or similar establishment shall be enlarged or extended unless the entire establishment is made to conform substantially to all requirements for a new motel.

17.11—CABIN COURTS. Every cabin court hereafter erected, constructed, located, or enlarged, consisting of a group of dwelling units for more-or-less temporary occupancy and in a single ownership, shall comply with the following requirements:

17.111—It shall comply with the lot size, yard, floor area, and other requirements specified for the district in which it is located.

17.112—The buildings shall not occupy in the aggregate more than twenty-five (25) per cent of the gross area of the lot.

17.113—No retail business or merchandising, other than self-service facilities for the exclusive use of the occupants, shall be permitted.

17.114—Each dwelling unit shall be equipped with running water, a flush toilet, and adequate heating and cooking facilities, and shall be connected to officially approved water supply and sanitary sewage collection and disposal facilities.

17.115—Provision shall be made for the sanitary collection and disposal of all wastes.

17.12—JUNK YARDS. Every junk yard, including auto wrecking yards, shall be set back from every public road at least one hundred (100) feet and shall be completely fenced. Where exposed to public view, such fence shall be of sufficient height (at least eight (8) feet), and of such nature, as to screen the contents effectively from public view: or the contents may be screened by dense foliage or topography. Such fences, where exposed to public view, shall be kept neatly and unobtrusively painted or finished and in good condition. No used parts, wrecked vehicles, or other junk shall be [illegible] outdoors in front of such fence or

17.121—Every existing junk yard, including auto wrecking yards, may be continued without complying with the aforegoing requirements for a period of two (2) years after date of the enactment of this Ordinance, at the end of which period said junk yard, including auto wrecking yards, shall comply or be discontinued and removed within six (6) months after receipt by the owner of a written notice from the Zoning Administrator. Notwithstanding the above provisions for notice, all existing junk yards, including auto wrecking yards, shall comply with the aforegoing requirements or shall be discontinued and removed within five (5) years from the date of this Ordinance. (As amended June 14, 1966.)

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EXCEPTIONS AN[illegible]

18.00—The regulations specified in this Ordinance shall be subject to the following exceptions, modifications, and interpretations:

18.1—USE OF EXISTING LOTS OF RECORD. In any district where dwellings are permitted, a single-family dwelling may be located on any lot or plot of official record as of the effective date of this Ordinance and in separate ownership from any adjacent lot, irrespective of its area or width or the width of the road on which it fronts, subject to the following requirements:

(1) The sum of the side yard widths on any such lot or plot need not exceed thirty (30) per cent of the width of the lot, but in no case shall any one side yard be less than ten (10) per cent of the width of the lot.

(2) The depth of the rear yard on any such lot need not exceed twenty (20) per cent of the depth of the lot, but in no case shall it be less than ten (10) feet.

(3) In case the right-of-way of the road on which the lot fronts is less than fifty (50) feet wide, the depth of the front yard shall be the required depth for the district plus twenty-five (25) feet, measured from the center line of the road.

(4) The use of such lot shall be subject to approval by the County Health Officer as to water supply and disposal of sanitary wastes, if a public water supply and public sewers are not to be provided.

18.11—The foregoing provisions in Section 18.1 shall also apply to any lot of official record but not in separate ownership, if such lot is shown on a subdivision plat (a) legally recorded on or after January 10, 1961, or (b) legally recorded prior to January 10, 1961, if any lots therein have been sold by bona fide contract, or have been conveyed to any purchaser by deed, since April 17, 1960, or (c) in any subdivision in which ten (10) per cent or more of the lots shown on said plat shall have been sold by bona fide contract whether or not consummated by deed, or (d) in any subdivision in which a substantial amount of roads shall have been laid out and actually constructed; provided, that a "Certificate of Exemption" shall have been issued by the Planning Commission prior to July 1, 1962, for any such subdivision recorded prior to January 10, 1961, in accordance with the provisions of Section 4, exception (c), of Zoning Ordinance No. 3 adopted January 10, 1962, as amended.

18.2—STRUCTURES PERMITTED ABOVE HEIGHT LIMIT. The building height limitations of this Ordinance shall not apply to:

18.21—Penthouses or roof structures for housing stairways, tanks, ventilating fans or similar equipment required to operate and maintain the building; fire or parapet walls, cupolas, steeples, flag poles, silos, smoke stacks, masts, water tanks, or other superstructures that project into the air.

18.22—Bulkheads, elevator penthouses, water tanks, monitors, and scenery lofts, provided no linear dimension of any such structure exceeds fifty (50) per cent of the corresponding street lot line frontage; towers, monuments, fire towers, hose towers, cooling towers,

17.105—No existing motel, tourist camp, or similar establishment shall be enlarged or extended unless the entire establishment is made to conform substantially to all requirements for a new motel.

17.11—CABIN COURTS. Every cabin court hereafter erected, constructed, located, or enlarged, consisting of a group of dwelling units for more-or-less temporary occupancy and in a single ownership, shall comply with the following requirements:

17.111—It shall comply with the lot size, yard, floor area, and other requirements specified for the district in which it is located.

17.112—The buildings shall not occupy in the aggregate more than twenty-five (25) per [illegible] gross area of the [illegible]

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17.115—Provision shall be made for the sanitary collection and disposal of all wastes.

17.12—JUNK YARDS. Every junk yard, including auto wrecking yards, shall be set back from every public road at least one hundred (100) feet and shall be completely fenced. Where exposed to public view, such fence shall be of sufficient height (at least eight (8) feet), and of such nature, as to screen the contents effectively from public view; or the contents may be screened by dense foliage or topography. Such fences, where exposed to public view, shall be kept neatly and unobtrusively painted or finished and in good condition. No used parts, wrecked vehicles, or other junk shall be kept or displayed outdoors in front of such fence or screen, but a store, garage, or other related business establishment shall be permitted in accordance with applicable provisions for such uses in the "B-2" District.

[illegible] MODIFICATIONS

18 [illegible] regulations specified in this Ordinance shall be subject to the following exceptions, modifications, and interpretations:

18.1—USE OF EXISTING LOTS OF RECORD. In any district where dwellings are permitted, a single-family dwelling may be located on any lot or plot of official record as of the effective date of this Ordinance and in separate ownership from any adjacent lot, irrespective of its area or width or the width of the road on which it fronts, subject to the following requirements:

(1) The sum of the side yard widths on any such lot or plot need not exceed thirty (30) per cent of the width of the lot, but in no case shall any one side yard be less than ten (10) per cent of the width of the lot.

(2) The depth of the rear yard on any such lot need not exceed twenty (20) per cent of the depth of the lot, but in no case shall it be less than ten (10) feet.

(3) In case the right-of-way of the road on which the lot fronts is less than fifty (50) feet wide, the depth of the front yard shall be the required depth for the district plus twenty-five (25) feet, measured from the center line of the road.

(4) The use of such lot shall be subject to approval by the County Health Officer as to water supply and disposal of sanitary wastes, if a public water supply and public sewers are not to be provided.

18.11—The foregoing provisions in Section 18.1 shall also apply to any lot of official record but not in separate ownership, if such lot is shown on a subdivision plat (a) legally recorded on or after January 10, 1961; or (b) legally recorded prior to January 10, 1961, if any lots therein have been sold by bona fide contract, or have been conveyed to any purchaser by deed, since April 17, 1960, or (c) in any subdivision in which ten (10) per cent or more of the lots shown on said plat shall have been sold by bona fide contract whether or not consummated by deed, or (d) in any subdivision in which a substantial amount of roads shall have been laid out and actually constructed; provided, that a "Certificate of Exemption" shall have been issued by the Planning Commission prior to July 1, 1962, for any such subdivision recorded prior to January 10, 1961, in accordance with the provisions of Section 4, exception (c), of Zoning Ordinance No. 3 adopted January 10, 1962, as amended.

18.2—STRUCTURES PERMITTED ABOVE HEIGHT LIMIT. The building height limitations of this Ordinance shall not apply to:

18.21—Penthouses or roof structures for housing stairways, tanks, ventilating fans or similar equipment required to operate and maintain the building; fire or parapet walls, cupolas, steeples, flag poles, silos, smoke stacks, masts, water tanks, or other superstructures that project into the air.

18.22—Bulkheads, elevator penthouses, water tanks, monitors, and scenery lofts, provided no linear dimension of any such structure exceeds fifty (50) per cent of the corresponding street lot line frontage; towers, monuments, fire towers, hose towers, cooling towers,

grain elevators, gas holders or other structures where the manufacturing process requires a greater height; or essential services defined in sub-section 3.17. Provided, however, that all such structures above the heights otherwise permitted in the district shall not occupy more than twenty-five (25) per cent of the area of the lot and shall be distant not less than fifty (50) feet in all parts from every lot line not a street lot line.

18.23—Churches, schools, institutional buildings, public utility buildings and structures, and any building or structure in the "M-2" District if not less than six hundred (600) feet distant from any "R" District; provided that for each three (3) feet by which the height of such building or structure exceeds the maximum height otherwise permitted in the district, its side and rear yards shall be increased in width or depth by an additional foot over the side and rear yards required for the highest building otherwise permitted in the district.

18.3—AREA REQUIREMENT MODIFICATIONS

18.31—In any district, where neither public water supply nor public sanitary sewer is accessible and where an acceptable community water supply and sewage system is not provided, the otherwise specified lot area and lot width requirements, where less than the following, shall be: Lot Area—20,000 sq.ft., Lot Width —one hundred (100) feet; provided, however, that where a public or an acceptable community sewage disposal system is accessible or is to be provided prior to occupancy, these requirements shall be fifteen thousand (15,000) square feet and one hundred (100) feet respectively.

18.32—In the case of a Planned Unit Development, individual lot sizes may be reduced in accordance with the provisions of Section 17.08.

18.4—FRONT YARD MODIFICATIONS.

18.41—Where the average depth of at least two (2) existing front yards on lots within two hundred (200) feet of the center line of the lot in question and within the same block front is less or greater than the least front yard depth prescribed elsewhere in this Ordinance, the required depth of the front yard on such lot shall be modified. In such case, this shall not be less than the average depth of said existing front yards, or the average depth of existing front yards on the two (2) lots immediately adjoining, or, in the case of a corner lot, the depth of the front yard on the lot immediately adjoining; provided, however, that the depth of a front yard on any lot shall be at least ten (10) feet but need not exceed fifty (50) feet.

18.42—In any district, on any lot which fronts on a road having a right-of-way less than fifty (50) feet wide, a building shall be located at a distance from the center line of such road right-of-way not less than the depth of the front yard otherwise required in the district plus twenty-five (25) feet.

18.43—In the case of a development for which a subdivision plat is officially approved by the County Planning and Zoning Commission, showing building setback lines different from the yard requirements prescribed herein, such lines shall determine the yard requirements.

18.44—In any district, where a lot abuts a Primary or Secondary Highway designated by the official Major Highway Plan of Queen Anne's County, the minimum front yard otherwise required for any building, and the minimum side yard required on the street side of a corner lot, where less than 100 feet, shall be increased by the following amounts:

(a) On a Primary Highway—25 feet.

(b) On a Secondary Highway—15 feet.

18.5—DOUBLE FRONTAGE LOTS. Buildings on lots extending through from street to street shall provide the required front yard on both streets, but need not provide the required rear yard in case an equivalent open space is provided in lieu of such required rear yard.

18.6 REAR AND SIDE YARD MODIFICATIONS.

18.61—In computing the depth of a rear yard or the width of a side yard, where the rear or side yard opens on an alley, one-half (½) of the alley width may be included as a portion of the rear or side yard as the case may be.

18.62 Each side yard shall be increased in width by two (2) inches in any "R" District for each foot by which the length of the side wall of the building, adjacent to the side yard, exceeds forty (40) feet.

18.63—The side yard width may be varied where the side wall of a building is not parallel with the side lot line or is broken or otherwise irregular. In such case the average width of the side yard shall not be less than the otherwise required least width; provided, however, that such side yard shall not be narrower at any point than one-half (½) the otherwise required least width, or narrower than three (3) feet in any case.

18.64 The width of one side yard may be reduced when authorized by the Board, in the case of a one-family or two-family dwelling, to a width of not less than three (3) feet; provided the sum of the widths of the two side yards is not less than the required minimum, and provided the distance between the proposed dwelling and another dwelling, existing or proposed, on an adjacent lot is not less than the required minimum sum of the widths of the two side yards. Such reduction may be authorized only when the Board finds it to be warranted by the location of existing buildings or conducive to the desirable development of two or more lots.

18.65 A side yard along the side street lot line of a corner lot, which lot abuts in the rear, either directly or across an alley, the side lot line of another lot in an "R" District, shall have a width of not less than one half (½) the required depth of the front yard on such other lot fronting on the side street.

18.7 OTHER EXCEPTIONS TO YARD REQUIREMENTS.

18.71 The following architectural features may project into required yards or courts as hereinafter set forth:

18.711 Into any required front yard, rear yard, outer court, or required side yard adjoining a side-street lot line:

18.7111 Cornices, canopies, eaves or other architectural features, may project a distance not exceeding two (2) feet six (6) inches.

18.7112 Fire escapes may project a distance not exceeding four (4) feet six (6) inches.

18.7113 An uncovered stair and necessary landings may project a distance not to exceed six (6) feet; provided that such stair and landing shall not extend above the entrance floor of the building except for a railing not to exceed three (3) feet in height.

18.7114 Bay windows, balconies, and chimneys may project a distance not to exceed three (3) feet; provided that such features do not occupy, in the aggregate, more than one-third (⅓) of the length of the wall on which they are located.

18.712 Subject to the conditions specified above, the above-named features may project into any required side yard adjoining an interior-side lot line a distance not to exceed one-fifth (1/5) of the required least width of such side yard, but not to exceed three (3) feet in any case.

18.72 Fences, walls, and hedges, may be located in required yards or courts, subject to the limitation in sub-section 5.16 and the following:

18.721 Fences and walls not exceeding at any point four (4) feet in height above the elevation of the surface of the ground at such point may be located in any yard or court.

18.722 Fences and walls not exceeding at any point six (6) feet in height above the elevation of the surface of the ground at such point may be located in any rear yard or side yard area; provided that on a reversed corner lot, no such fence, wall, or hedge shall be closer to the side-street lot line, within twenty-five (25) feet of the side lot line of an adjoining lot to the rear, than a distance equal to the least depth of the front yard required for a one (1) story building on such adjoining lot.

18.8 LOT MODIFICATIONS IN A-1 DISTRICT.

Where a lot in the A-1 District is part of an officially approved subdivision containing at least (10) ten lots, the lot width requirement may be reduced by the Planning Commission, when approving such subdivision, to not less than one hundred fifty (150) feet, provided:

(a) The lots are to face upon an interior local service street having a width of at least fifty (50) feet, or if facing on an existing public road then a strip shall be dedicated from the subdivided area to widen such road to at least thirty (30) feet from the center line.

(b) The lots are to be restricted to one single family dwelling each.

(c) The private water supply and sewage disposal requirements of the Health Department can be met.

18.9 SUBDIVISION IN A-1 DISTRICT. Where a lot in the A-1 District is part of an officially approved subdivision, the following requirements shall be met:

(a) The lots are to be restricted to residential uses only.

(b) The minimum floor area per family shall be 800 square feet. (As amended January 24, 1967.)

ART

ADMINISTRATION

19.1 COUNTY ZONING ADMINISTRATOR. The office of County Zoning Administrator (hereinafter called Zoning Administrator), established under the Interim Zoning Ordinance adopted January 9, 1962, under the title of County Zoning Inspector, is hereby re-established and confirmed under the new title of County Zoning Administrator. The Board of County Commissioners may designate any existing county official or employee to serve in this capacity or may appoint another as Administrator and, in addition, may appoint such assistant administrators and other clerical and secretarial employees as they feel necessary for the enforcement of this ordinance. The Zoning Administrator, assistant administrator, and all secretarial and clerical employees to receive such remuneration as the County Commissioners may from time to time determine. It shall be the duty of the Zoning Administrator to administer and cause the enforcement of the provisions of this Ordinance with its administrative provisions. All departments, officials, and public employees of Queen Anne's County that are vested with the duty

permit or license for any use, building, or purpose if the same would be in conflict with the provisions of this Ordinance. Any permit or license issued in conflict with the provisions of this Ordinance shall be null and void.

19.2 ZONING CERTIFICATES AND BUILDING PERMITS.

19.21 Except as otherwise provided herein, it shall be unlawful to locate, erect, or begin the construction, reconstruction, extension, conversion, or structural alteration of any building or structure, or to begin the excavation therefor or the construction of a well or sewage disposal system, other than the reconstruction, replacement, or extension of any existing well or sewage disposal system, without first applying for a Zoning Certificate therefor. Likewise, it shall be unlawful to use or permit the use of any building or land or part thereof, hereafter created, erected, constructed, reconstructed, extended, converted, or structurally altered, wholly or partly, or to change the use or permit the

FOR COMPLETION OF 19.1; SEE LIBER 7 PAGE 111.

18.7 OTHER EXCEPTIONS TO YARD REQUIREMENTS.

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18.72 Fences, walls, and hedges, may be located in [illegible] yards or courts, subject to the limitation in su[illegible]

SEE PAGE 110

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Where a lot in the A-1 District is part of an officially approved subdivision containing at least (10) ten lots, the lot width requirement may be reduced by the Planning Commission, when approving such subdivision, to not less than one hundred fifty (150) feet, provided:

(a) The lots are to face upon an interior local service street having a width of at least fifty (50) feet, or if facing on an existing public road then a strip shall be dedicated from the subdivided area to widen such road to at least thirty (30) feet from the center line.

(b) The lots are to be restricted to one single family dwelling each.

(c) The private water supply and sewage disposal requirements of the Health Department can be met.

19

D ENFORCEMENT

19.1 [illegible]

The office of County Zoning Administrator (hereinafter called Zoning Administrator), established under the Interim Zoning Ordinance adopted January 9, 1962, under the title of County Zoning Inspector, is hereby re-established and confirmed under the new title of County Zoning Administrator. The Board of County Commissioners may designate any existing county official or employee to serve in this capacity or may appoint another as Administrator and, in addition, may appoint such assistant administrators and other clerical and secretarial employees as they feel necessary for the enforcement of this ordinance. The Zoning Administrator, assistant administrator, and all secretarial and clerical employees to receive such remuneration as the County Commissioners may from time to time determine. It shall be the duty of the Zoning Administrator to administer and cause the enforcement of the provisions of this Ordinance with its administrative provisions. All departments, officials, and public employees of Queen Anne's County that are vested with the duty or authority to issue permits or licenses shall conform to the provisions of this Ordinance and shall issue no permit or license for any use, building, or purpose if the same would be in conflict with the provisions of this Ordinance. Any permit or license issued in conflict with the provisions of this Ordinance shall be null and void.

19.2 ZONING CERTIFICATES AND BUILDING PERMITS.

19.21 Except as otherwise provided herein, it shall be unlawful to locate, erect, or begin the construction, reconstruction, extension, conversion, or structural alteration of any building or structure, or to begin the excavation therefor or the construction of a well or sewage disposal system, other than the reconstruction, replacement, or extension of any existing well or sewage disposal system, without first applying for a Zoning Certificate therefor. Likewise, it shall be unlawful to use or permit the use of any building or land or part thereof, hereafter created, erected, constructed, reconstructed, extended, converted, or structurally altered, wholly or partly, or to change the use or permit the

change of use of any building, structure, or land, until a Zoning Certificate (together with Special Use Permit where required) shall have been issued by the Zoning Administrator. Such Zoning Certificate shall show that the building or other structure or part thereof and the proposed use thereof, or the proposed use of the land or premises, conform with the provisions of this Ordinance. It shall be the duty of the Zoning Administrator to issue such Zoning Certificate if he finds to his satisfaction that the building, structure, premises, and proposed use thereof conform with all the requirements herein set forth.

19.22 Application for a Zoning Certificate shall be made by the landowner, contract purchaser, or their attorney or agent to the Zoning Administrator coincident with the application for a building permit where such is required. Every application for a Zoning Certificate, whether in connection with a building permit or not, shall be accompanied by a drawing approximately to scale, showing the shape and dimensions of the lot to be used or built upon, the size and location on the lot of every existing building and structure, the location, outlines and dimensions of the proposed building or structure and its driveways, the existing and intended use of the premises and of each building or part thereof, and such other information with regard to the lot and its neighboring lots, buildings and uses, as may be necessary to determine and provide for the administration and enforcement of this Ordinance. (As amended January 24, 1967.)

19.23 Issuance of a Zoning Certificate shall be withheld until the building or the necessary work thereon has been completed in accordance with the provisions of this Ordinance. No work shall be commenced, however, before the issuance of a building permit therefor, showing that application has been made for a Zoning Certificate and that the building or part thereof and the proposed use thereof conform with the provisions of this Ordinance. No such permit shall be issued until all necessary certificates have been issued by (a) the County Health Officer approving the proposed water supply and waste disposal facilities, (b) the County Roads Engineer or State Roads Commission District Engineer, as the case may be, approving the location and design of any driveways and drainage structures that are to connect with any public roads under their respective jurisdictions. No construction work shall be started before the lot and the location thereon of the projected building or other improvements have been staked out on the ground for inspection by the Zoning Administrator.

19.24 A building permit issued in accordance with the provisions of this Ordinance shall become void twelve (12) months after the date of its issuance, if the construction for which it was issued has not been started or has been substantially discontinued.

19.25 Upon written request from the owner or tenant, the Zoning Administrator shall issue a Zoning Certificate for any building or premises lawfully existing at the time of enactment of this Ordinance, certifying, after inspection, the extent and kind of use made of the building or premises and whether or not such use conforms with the provisions of this Ordinance. Application for such certificate shall be made within twelve (12) months after the date of enactment of this Ordinance.

19.26 A filing fee shall accompany each application for a Zoning Certificate, in such amount as may be determined by the Board of County Commissioners.

19.3 VIOLATIONS AND PENALTIES. It shall be unlawful to locate, erect, construct, reconstruct, enlarge, change, maintain, or use any building or land in violation of any regulation in or any provisions of this Ordinance, or any amendment or supplement thereto lawfully adopted by the Board of County Commissioners of Queen Anne's County; or to fail to comply with any reasonable requirement or condition imposed by the Board of Appeals. Any person, firm, or corporation violating any regulation in or any provision of this Ordinance or of any amendment or supplement thereto shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined not less than one hundred (100) dollars nor more than one thousand (1,000) dollars, or may be imprisoned in the County Jail for a period of not more than thirty (30) days, or may be subject to both such fine and imprisonment in the discretion of the Court. Each and every day during which such illegal location, erection, construction, reconstruction, enlargement, change, maintenance, or use continues may be deemed a separate offense.

19.31 All Zoning Certificates and building permits shall be revocable, subject to the continued compliance with all requirements and conditions.

19.4 VIOLATIONS — HOW PREVENTED. In case any building is or is proposed to be located, erected, constructed, reconstructed, altered, repaired, converted, maintained, or used, or any land is or is proposed to be used, in violation of this Ordinance or any amendment or supplement thereto, the Board of County Commissioners, the attorney to the County Commissioners, the Zoning Administrator, or any adjacent or neighboring property owner who would be specifically damaged by such violation, in addition to other remedies provided by law, may institute injunction, mandamus, abatement, or any other appropriate action or proceeding to prevent, restrain, correct, or abate such unlawful location, erection, construction, reconstruction, alteration, repair, conversion, maintenance, or use, to prevent the occupancy of said building or land, or to prevent any illegal act, conduct, business, or use in or about such premises.

ARTICLE 20

BOARD OF APPEALS

20.1 APPOINTMENT. The Board of Appeals of Queen Anne's County, established heretofore in accordance with Section 22 of Article 66-B, the Annotated Code of Maryland, is hereby re-established and confirmed. The number of members of said Board, their terms of office, succession, removal, filling of vacancies, and their powers and duties, shall be as provided in Section 22 of Article 66-B, Annotated Code of Maryland, except that the Board of County Commissioners, by resolution, may re-appoint any or all of the encumbent members of said Board of Appeals and continue their terms of office in accordance with the schedule already in effect, or may appoint new members at its discretion.

20.2 ORGANIZATION. The Board shall be organized and its rules shall be amended, if necessary, in accordance with the provisions of this Ordinance. Meetings of the Board shall be held at the call of the Chairman, and at such other times as the Board may determine. The Chairman, or in his absence the Acting Chairman, may administer oaths and compel the attendance of witnesses. All meetings of the Board shall be open to the public. The Board shall keep minutes of its proceedings showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be filed immediately in the office of the Board and shall be a public record. All actions of the Board shall be by resolution.

The Board may call upon any County official or department head for assistance in the performance of its duties, and it shall be the duty of such officers to render such assistance to the Board as may reasonably be required.

20.3 APPLICATIONS, APPEALS, HEARINGS, AND STAY OF PROCEEDINGS.

20.31 APPLICATIONS — WHEN AND BY WHOM TAKEN. An application, in cases in which the Board has original jurisdiction under the provisions of this Ordinance, may be made by any property owner or contract purchaser, or by a governmental officer, department, board or bureau. Such application shall be filed with the Clerk of the Board, with copy to the Zoning Administrator.

20.32 APPEALS — WHEN AND BY WHOM TAKEN. An appeal to the Board may be taken by any person aggrieved, or by any officer, department, board or bureau of Queen Anne's County by any decision of the Zoning Administrator. Such appeal shall be taken within thirty (30) days after the decision by filing with the Zoning Administrator and with the Board a notice of appeal, specifying the grounds thereof. The Zoning Administrator shall forthwith transmit to the Board all the papers constituting the record upon which the action appealed from was taken.

20.33 FEES. A filing fee of twenty five (25) dollars shall accompany each application or appeal to the Board.

20.34 HEARINGS. The Board shall fix a reasonable time for the hearing of the application or appeal, shall give at least ten (10) days notice of the time and place of such hearing, in a newspaper of general circulation in the County and to the parties in interest, shall cause the property to be posted conspicuously with a notice of the hearing, and shall decide the same within a reasonable time. At the hearing, any party may appear in person or by agent or attorney.

20.35 STAY OF PROCEEDINGS. An appeal shall stay all proceedings in furtherance of the action appealed from, unless the Zoning Administrator certifies to the Board, after notice of appeal shall have been filed with him, that by reason of facts stated in the certificate a stay would, in his opinion, cause imminent peril to life or property. In such case proceedings shall not be stayed otherwise than by restraining order which may be granted by the Board or by a court of record, on application, after notice to the Zoning Administrator and on due cause shown.

20.36 ACTION OF THE BOARD. In exercising its powers, the Board may, in conformity with the provisions of statute and of this Ordinance, reverse or affirm, wholly or partly, or may modify, the order, requirement, decision, or determination appealed from, and may make such order, requirement, decision, or determination as ought to be made, and to that end shall have all the powers of the officer from whom the appeal is taken.

20.37 REPEATED APPLICATIONS. If an application or appeal is disapproved by the Board of Appeals, thereafter the Board shall not be required to consider another application for substantially the same proposal, on the same premises, until after one (1) year from the date of such disapproval. If an appeal to the Board is perfected and the public hearing advertised, and thereafter the applicant withdraws the application or appeal, he shall be precluded from filing another application or appeal for substantially the same proposal on the same premises for six (6) months.

20.38 COURT REVIEW. Any person or persons, jointly or severally, aggrieved by any decision of the Board of Appeals, or any taxpayer, officer, department, board, or bureau of the County, may appeal the same to the Circuit Court of Queen Anne's County. If, upon the hearing, it shall appear to the court that testimony is necessary for the proper disposition of the matter, it may take evidence or appoint a referee to take such evidence as it may direct and report the same to the court with his findings of fact and conclusions of law, which shall constitute a part of the proceedings upon which the determination of the court shall be made. The court may reverse or affirm, wholly or part-

ly, or may modify, the decision brought up for review. Appeals from such determinations may be taken to the Court of Appeals as provided by law.

20.4 POWERS OF THE BOARD OF APPEALS.

20.41 ADMINISTRATIVE ERRORS. The Board of Appeals shall have the power to hear and decide Appeals where it is alleged there is error in any order, requirement, decision, or determination made by an administrative official in the enforcement of this Ordinance.

20.42 INTERPRETATION AND ADJUSTMENT OF ZONING MAP AND DISTRICT LINES. The Board may determine, after notice as provided in Section 20.34 and after public hearing, boundaries of districts as follows:

20.421 Where the street or lot layout actually on the ground, or as recorded, differs from the street or lot lines shown on the Zoning Maps, the Board shall interpret the maps in such a way as to carry out the intent and purpose of this Ordinance for the particular section or district in question.

20.422 Where the boundary line of a district divides a lot held in a single ownership on the effective date of this Ordinance, the Board may permit the extension of a district, but not more than one hundred (100) feet beyond said boundary.

20.43 TEMPORARY USES. The Board may authorize the temporary use of a building or premises in any district for a purpose or use that does not conform to the regulations prescribed by this Ordinance for the district in which it is located; provided that such use be of a temporary nature and does not involve the erection of substantial buildings. Such certificate shall be granted in the form of a temporary and revocable permit for not more than a twelve (12) month period, subject to such conditions as will safeguard the public health, safety, convenience, and general welfare.

20.44 CONDITIONAL USES AND SPECIAL EXCEPTIONS. The Board shall have the power to hear and decide applications for Conditional Uses, special exceptions or other special questions on which the Board is authorized by this Ordinance to pass. All such applications shall be deemed to be for Special Exceptions authorized by Section 22 of Article 66-B, the Code of Maryland. In considering an application for a conditional use or other exception, the Board shall give due regard to the nature and condition of all adjacent uses and structures; and in authorizing a conditional use or exception the Board may impose such requirements and conditions with respect to location, construction, maintenance, and operation — in addition to those expressly stipulated in this Ordinance for the particular conditional use or exception — as the Board may deem necessary for the protection of adjacent properties and public interest.

20.441 In addition to permitting the conditional uses and exceptions hereinbefore specified, the Board shall have the power to permit the following conditional uses and special exceptions:

(a) A business use in any "A" or "R" District, next to a non-conforming business or industrial use or between two such uses.

(b) On a lot adjoining or in a building adjoining a non-conforming use, a use of the next higher classification.

(c) A transitional use on the boundary of an "R-1", "R-2", or "R-3" District where it adjoins a "B" District, but not extending more than one hundred (100) feet into the "R" District, consisting of any use permitted in the "R-4" District; or where any "R" District adjoins an "M" District, a use permitted in any "B" District.

(d) Within any district, the disposal of wastes by the sanitary fill method.

20.442 In connection with the authorization of any conditional use or exception, the Board may require the installation, operation, and maintenance on or in connection with the proposed use, of such devices and methods of operation as may, in its opinion, be reasonably required to prevent or reduce hazardous or congested traffic conditions, odor, dust, smoke, gas, noise, or similar nuisances, and it may impose such other conditions and requirements as may be necessary in its opinion to protect adjacent properties and neighborhoods and prevent conditions which may become obnoxious or offensive. In authorizing a conditional use or exception, subject to compliance with certain conditions, the Board shall require from the owners, lessees, or tenants of the property for which the conditional use or exception, is granted such evidence, written agreement, guarantee, or bond as it may deem necessary to ensure that the conditions stipulated by the Board are being and will be complied with. Any such written agreement may be required by the Board to be recorded among the Land Records of Queen Anne's County, at the expense of the applicant.

20.45 NON-CONFORMING USES. The Board may authorize issuance of a Zoning Certificate, after public hearing, for any of the following:

20.451 The substitution for a non-conforming use of another non-conforming use, if no structural alterations are made except those required by law or regulation; provided, however, that in any "R" District no change shall be permitted to any use prohibited in a "B" District, and in any "B" District no change shall be permitted to any use prohibited in an "M-1" District.

20.452 The extension of a building devoted to a non-conforming use or the construction of additional buildings, or the extension of a non-conforming use of land, where any such extension is necessary and incidental to the continuation of the existing use but is not authorized by Section 5.0331. No such extension or addition shall be deemed to extend or otherwise affect the date when such non-conforming use or building must be changed or removed, if subject to any of the provisions of Section 5.032.

20.46 VARIANCES. Where by reason of the exceptional narrowness, shallowness, or unusual shape of a specific piece of property on the effective date of this Ordinance, or by reason of exceptional topographic conditions or other extraordinary situation or special condition of such piece of property in question, the literal enforcement of the requirements of this Ordinance would make it exceptionally difficult, if not impossible, to comply with the exact provisions of this Ordinance and would cause unwarranted hardship and injustice—unnecessary to carry out the purpose and intent of this Ordinance—The Board shall have the power upon appeal in specific cases, filed as hereinbefore provided, to authorize such variance from the terms of this Ordinance as will not be contrary to the public interest and will relieve such hardship, so that the purpose and intent of this Ordinance shall be observed and substantial justice done. In authorizing a variance, the Board may attach thereto such conditions regarding the location, character, and other features of the proposed structure or use as it may deem necessary in the interest of the furtherance of the purposes of this Ordinance and in the public interest. In authorizing a variance, with attached conditions, the Board shall require such evidence and guarantee or bond as it may deem to be necessary, that the conditions attached are being and will be complied with.

20.461 No such variance in the provisions or requirements of this Ordinance shall be authorized by the Board unless the Board finds, beyond reasonable doubt, that all the following facts and conditions exist:

(a) That there are exceptional or extraordinary circumstances or special conditions applying to the property in question, or to the intended use of the property, that do not apply generally to other properties or classes of uses in the same zoning district.

(b) That such variance is necessary for the preservation and enjoyment of substantial property rights possessed by other properties in the same zoning district and in the same vicinity.

(c) That the authorizing of such variance will not be of substantial detriment to adjacent property, and will not be contrary to the purpose of this Ordinance or the public interest.

20.462 No grant of a variance shall be authorized unless the Board specifically finds that the condition or situation of the specific piece of property, or the intended use of said property, for which variance is sought—one or the other or in combination—is not of so general or recurrent a nature as to make reasonably practicable the formulation of a general regulation for such conditions or situation, to be adopted by the Board of County Commissioners as an amendment to this Ordinance.

20.5 LIMITATIONS, GUIDES AND STANDARDS. Where in this Ordinance certain powers are conferred upon the Board of Appeals, or the approval of the Board of Appeals is required before a permit may be issued, or the Board is called upon to decide certain issues, such Board shall study the specific property involved and the neighborhood, cause the property to be posted in a conspicuous place, hold a public hearing, and consider all testimony and data submitted, and it shall hear any person for or against the issuance of the permit. However, the application for permit shall not be approved where the Board finds the proposed building, addition, extension of building or use sign, use, or change of use would adversely affect the public health, safety, security, morals, or general welfare, or would result in dangerous traffic conditions, or would jeopardise the lives or property of people living in the neighborhood. In deciding such matters the Board shall give consideration, among other things, to the following:

(a) The purpose, application, interpretation, and the standards of these regulations as set forth in Articles 1 and 2.

(b) Decisions of the Circuit Court for Queen Anne's County and the Court of Appeals of Maryland.

(c) The orderly growth and improvement of the neighborhood and community.

(d) The most appropriate use of land and structures in accordance with a comprehensive plan.

(e) Facilities for sewers, water, schools, transportation, and other services, and the ability of the County or a political subdivision thereof to supply such services.

(f) The limitations of fire-fighting and rescue equipment, and the means of access for fire and police protection.

(g) The probable effect of such use upon the peaceful enjoyment of people in their homes.

(h) The number of people residing, working, or studying in the immediate vicinity.

(i) The type, character, and use of structures in the vicinity, especially where people are apt to gather in large numbers such as in schools, churches, theatres, hospitals, and the like.

(j) Traffic conditions including facilities for pedestrians, such as sidewalks and safety zones, and parking facilities available and the access of cars to highways.

(k) The preservation of cultural and historic landmarks.

(l) The conservation of property values.

(m) The probable effect of odors, dust, gas, smoke, fumes, vibration, glare, or noise upon the uses of surrounding properties.

(n) The contribution, if any, such proposed use, building, or addition would make toward the deterioration of areas and neighborhoods.

20.6 LIMITED EFFECT OF AN EXCEPTION, VARIANCE, ETC. Where the Board approves an exception, variance, or other application or appeal under these regulations, such approval shall not change the use classification of the building or premises, nor give it any status as a non-conforming use other than it may already have had, nor qualify any adjacent property for any special treatment such as an exception or variance, nor shall there be another change or use without approval of the Board.

ARTICLE 21
DISTRICT CHANGES AND OTHER AMENDMENTS

21.1 GENERAL.

21.11 Whenever the public necessity, convenience, general welfare, or good zoning practice require, the Board of County Commissioners may by ordinance, after recommendation by the County Planning and Zoning Commission and subject to the procedure set forth in this Article, amend, supplement, or change the regulations, district boundaries, or classifications of property now or hereafter established by this Ordinance or amendments thereof. Such amendment, supplement, or change may be initiated by resolution of the Board of County Commissioners, by motion of the Planning and Zoning Commission, or by petition of any property owner or contract purchaser addressed to the Board of County Commissioners.

21.12 The Board of County Commissioners hereby expresses recognition of the fact that sections of Queen Anne's County are changing from a rural to a residential, commercial, industrial, and other character, and; although an attempt has been made in the official Master or Land Use Plan to anticipate and direct such growth along desirable lines, it is inevitable that no such plan can be perfect or everlastingly valid. The Commissioners therefore anticipate that the said Master Land Use Plan will need amending from time to time as contemplated and authorized by Sec. 15 of Article 66-B, Code of Maryland, and that the Zoning Map must also be amended from time to time in order that it may continue to be in conformity with such comprehensive plan, as required by Sec. 21 of said Article 66B.

21.2 PROCEDURE FOR CHANGE.

21.21 Any proposed amendment, supplement, or change originating with or received by the Board of County Commissioners shall first be referred to the County Planning and Zoning Commission for an investigation and recommendation. The Planning Commission shall cause such investigation to be made as it deems necessary and for this purpose may require the submission of pertinent data and information by any person concerned, may hold such public hearings as are provided by its own rules, and shall submit its report and recommendation to the Board of County Commissioners within sixty (60) days unless an extension of time is granted.

21.22 After receiving the recommendation of the Planning Commission on any proposed amendment, supplement, or change, and before adopting such amendment, the Board of County Commissioners shall hold a public hearing in relation thereto, at which parties in interest and citizens shall have an opportunity to be heard. At least fifteen (15) days notice of the time and place of such hearing shall be published in a paper of general circulation in the county, and the property in question shall be posted conspicuously with a notice of the hearing.

21.23 No change in or departure from the proposed amendment as recommended by the Planning Commission shall be made unless the same be resubmitted to said Commission for its further recommendation. The Planning Commission shall file its further recommendation within thirty (30) days, unless additional time is granted, after which the County Commissioners shall make their decision.

21.24 In case of a protest against any proposed amendment, supplement, or change as specified in Section 21 (e) of Article 66-B, the Annotated Code of Maryland, 1957 Edition, or in any amendment thereto, the provisions of said Section relative to the vote required for adoption shall govern.

21.25 A filing fee of one hundred (100) dollars shall be charged for processing an application for a change in zoning.

21.26 Every application for a change in zoning district boundaries shall be accompanied by a plat drawn to such scales as the Zoning Administrator shall require, showing the existing and proposed boundaries and such other information as he may need to enable him to properly locate and plot the amendment on the official zoning maps. It shall be the duty of the Zoning Administrator to change the official zoning maps promptly upon the adoption of any amendments so that they will always be an up-to-date public record of the zoning districts in the county.

ARTICLE 22

VALIDITY, REPEAL, AND WHEN EFFECTIVE

22.1 VALIDITY. If any article, section, sub-section, paragraph, sentence or phrase of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

22.2 REPEAL. The Interim Zoning Ordinance adopted January 9, 1962, and all ordinances amendatory thereof, and all other ordinances or parts thereof which are in conflict with the provisions of this Ordinance, are hereby repealed; except that the provisions of Ordinance No. 12, adopted February 5, 1963, shall remain in full force and effect.

22.3 WHEN EFFECTIVE. This ordinance shall take effect and be in full force immediately upon its passage.

ADOPTED AND MADE EFFECTIVE, this 16th day of June, 1964.

THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY

/s/ S. Grayson Chance
S. Grayson Chance, President

/s/ William E. Coleman
William E. Coleman, Vice Pres.

/s/ Percy E. Thomas
Percy E. Thomas, Member

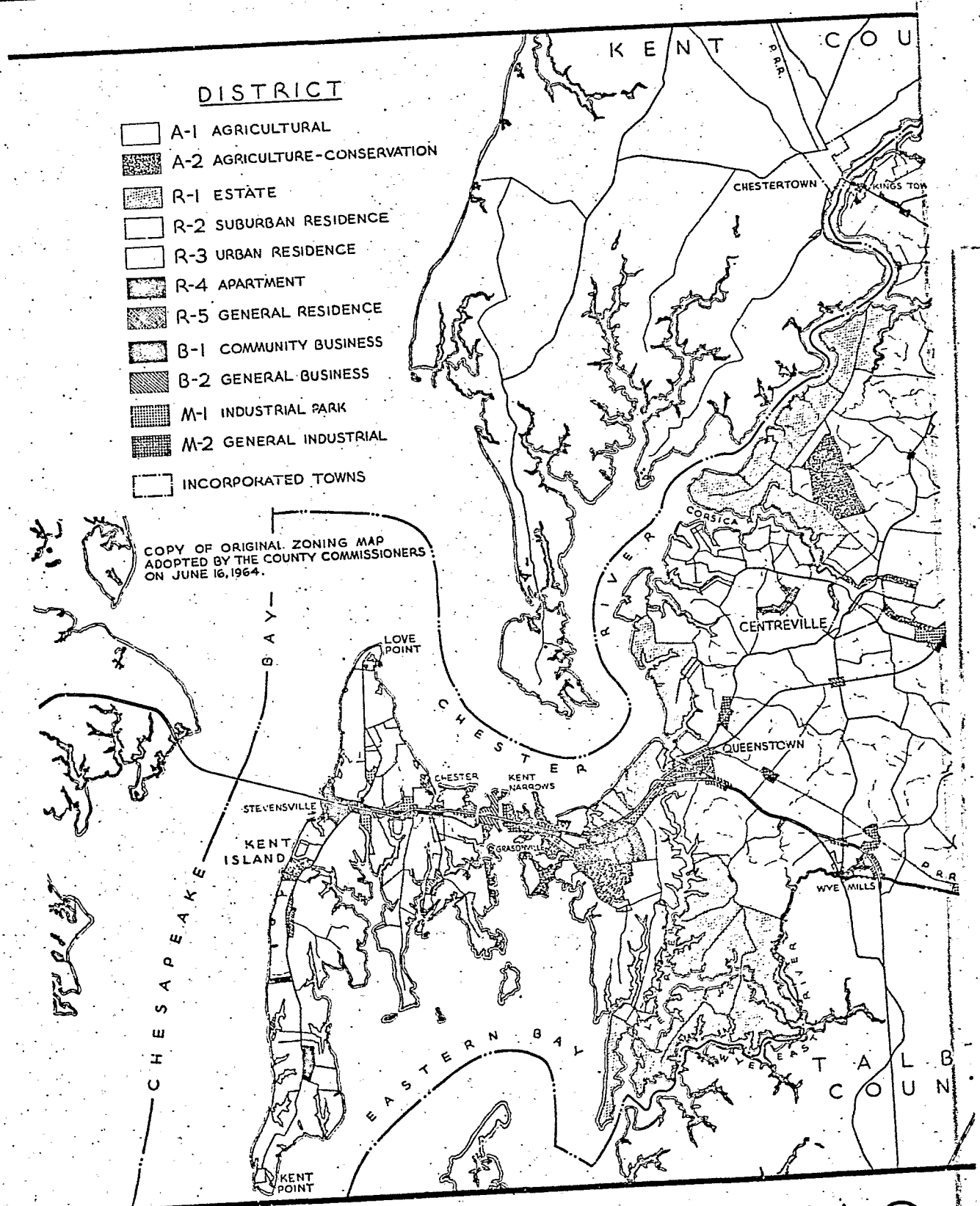
ATTEST:

/s/ Frances C. Legg
Frances C. Legg, Clerk

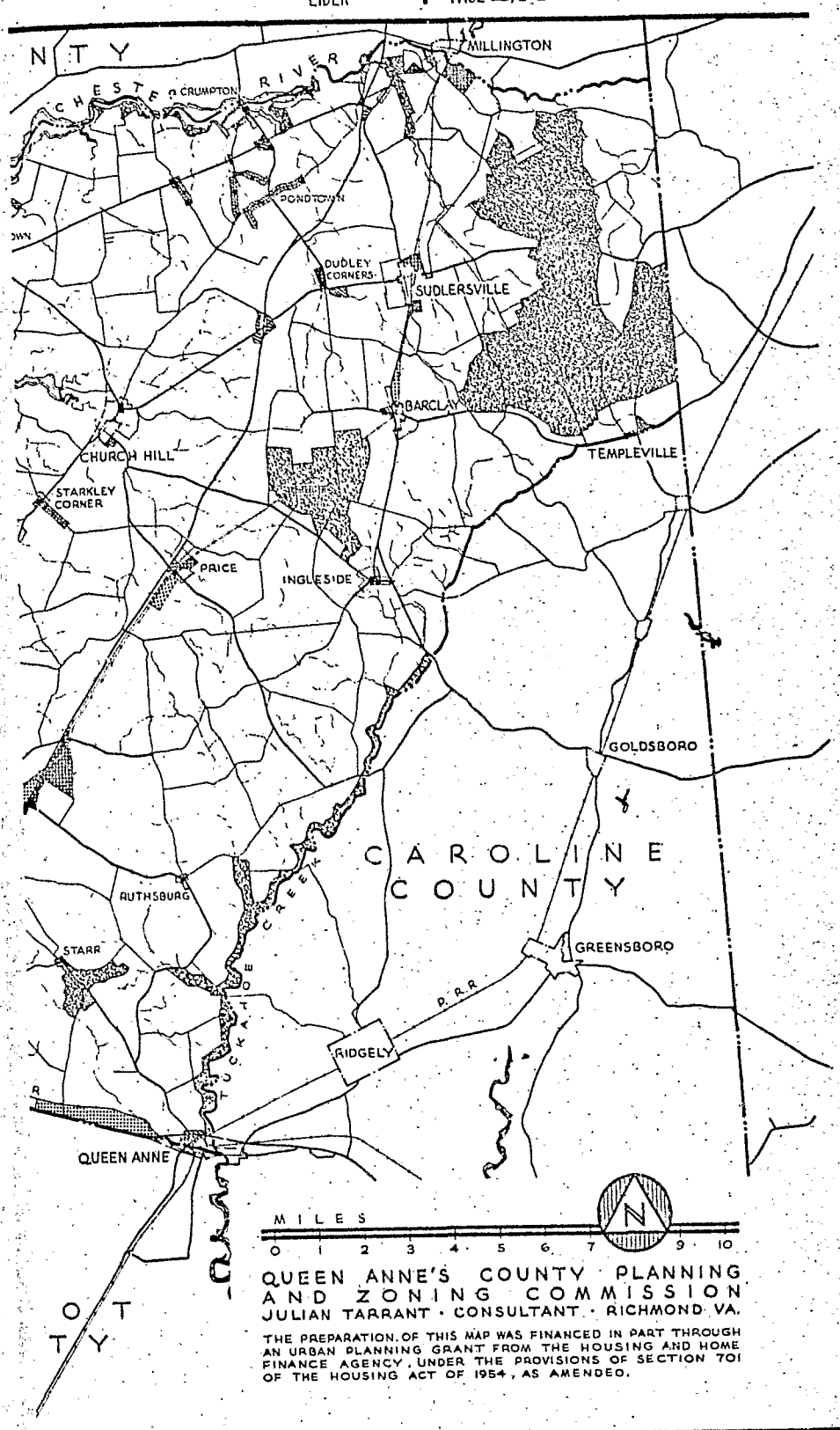
THE ZONING MAP

The following map is a copy of the Official General Zoning Map adopted by the County Commissioners of Queen Anne's County on June 16, 1964, as a part of the foregoing Zoning Ordinance.

Also adopted is a set of Sectional Zoning Maps, covering the entire county, at the scale of 600 feet to 1 inch, from which any details may be ascertained. The sectional maps are on file in the office of the Zoning Administrator where they may be consulted on request.



GENERAL ZONING
QUEEN ANNE'S COUNT



MAP

Y · MARYLAND

Plaintiffs' Exhibit F.

EXCERPTS OF
MINUTES OF EXECUTIVE MEETING OF
BOARD OF APPEALS OF QUEEN ANNE'S COUNTY

CASE NO. IA-1

- -

Chairman S.E.W. Friel, Jr., Vice Chairman J. Price Johnson, and Member Wm. V. Riggs, Jr., met in Executive Session at 9:51 P.M. July 5, 1966, to decide Case IA-1 being application of Cleo C. Green, Zoning Administrator of Queen Anne's County, requesting interpretation and adjustment of Zoning Map and District Line on unimproved lot abutting Grasonville Cemetery Road, designated on Sectional Zoning Map No. 58 as Parcel No. 369, Fifth Election District of Queen Anne's County, being property of Herman S. and Mildred C. Thompson, in such a way as to carry out the intent and purpose of the Comprehensive Zoning Ordinance of Queen Anne's County for the particular section in question under Section 20.421 of said Ordinance and as provided for in Section 4.04 of said Ordinance.

After carefully considering all of the pleadings, testimony and evidence at the public hearing of this case on this date, a motion was made, seconded and carried by which it was unanimously RESOLVED to make the following findings of facts, conclusions and reasons therefore, to wit:

That all legal requirements pertaining to filing of this application and notices of the public hearing having been fully complied with and no objection to the jurisdiction of the Board having been made, this Board has jurisdiction to entertain and decide Case No. IA-1.

The following exhibits were entered into the case as follows:

"Applicant's Exhibit No. 1"-copy of Sectional Zoning Map No. 58.

"Applicant's Exhibit No. 2"-copy of Sectional Zoning Map No. 65.

"Applicant's Exhibit No. 3"-general Zoning Map adopted June 16, 1964.

Filed July 12, 1967

EXHIBIT "F" to Bill of Complaint

"Applicant's Exhibit No. 4"-application for Zoning Certificate and building permit filed on May 25, 1966 by Herman S. Thompson.

"Applicant's Exhibit No. 5"-original Zoning Map No. 58.

"Applicant's Exhibit No. 6"-original Sectional Zoning Map No. 65.

"Applicant's Exhibit No. 7"-original general Zoning Map.

The original Maps Nos. 58 and 65 were made by the State Department of Assessments and Taxation. The district lines put on Maps Nos. 58 and the General Zoning Map before June 16, 1964 agree with applicant's exhibits Nos. 5 and 7 and are shown even more clearly on copies thereof, being Applicant's Exhibit No. 1 and 3.

Testimony showed that mistakes on the Sectional Zoning Maps have been found such as the properties being on the wrong side of the road, some of the lots not having any lot lines.

The application of Herman S. Thompson showed the lot in question to be on Map No. 58 as Lot No. 369. This was pointed out on the Sectional Zoning Map No. 58, being applicant's exhibit No. 5. Sectional Zoning Map No. 65 showed no part of said lot although Lot No. 369 seemed to run off the bottom of Map No. 58. On the original Zoning Map No. 58 the orange line for a "R-2" suburban residence district and the green line showing an "A-2" agriculture-conservation district seemed to run right through the Lot No. 369 of the Thompsons. Mrs. Cleo C. Green, the County Zoning Administrator, further testified that she visited the lot on the ground and had measurements made. She made a pencil sketch of the immediate area of the property in question showing the abutting road and adjoining properties. This was introduced as"Applicant's Exhibit NO. 8". Referring to Exhibit No. 8 she showed the lot lines, showing a width of 200 ft. and a depth of 400 ft. She further showed that the front lot line abutted in part on "Cemetery Road" and part abutted on a wooded area which starts about 6 ft. south of the utility line along the south side of Cemetery Road. The front line of the lot in question abutted along Cemetery Road for a distance

of about 92.3 ft.

Applicant's Exhibits No. 9, 10, 11 and 12, being photographs of the Lot or parts thereof, show it to be a wooded area and to be wooded itself.

The inspection by the Zoning Administrator showed that the lot on the ground corresponding to Lot No. 369 on Map 58 to be closer to Grasonville on the ground than on Map No. 58. The north line of said property would be 92.3 ft. from the southside of the servicing of Cemetery Road as it runs in an easterly direction. The present A-2 districts begin on the southside of Cemetery Road.

Mrs. Green further testified without objection that the Planning and Zoning Commission of Queen Anne's County had advised her that the intent was to include Lot No. 369 in an "R-5" district. She entered as Applicant's Exhibit No. 13 a brief summary of the Zoning Ordinance and proceeded to quote on page 3 thereof the definition of an "R-5" General Residence District and on Page 4 thereof the definition of an "A-2" Agriculture-Conservation District. An "R-5" district was called one with the least restrictions on residential developments, whereas an "A-2" district was designated for certain portions of the County that are physically unsuitable for general residential purposes because of unsuitable soil conditions, flow hazards, poor drainage and similar reasons. In the latter district farming and farm houses would be permitted but the construction of non-farm homes for other than seasonal use would be prohibited except by special approval on-well drain sites along public roads.

James R. Morris, The County Sanitarian, testified that the Thompson lot was wooded, unimproved and of thick foliage at the time of his original visit but at the time of his last visit had been partially cleared for putting in a road. He further testified that

the elevation was very similar to lots on either side and across the street and the lots to the north were very similar in topography.

Claude Lowery, Supervisor of Assessments of Queen Anne's County, testified that discrepancies are often found as to the location of lots on the tax maps. He had never been on this property.

Howard Wood, Attorney for certain protestants, testified that he had visited the property himself. He found that Parcel No. 368 to the north of the Thompson lot was cleared and that there seemed to be a natural division line coming to the post shown in Applicant's Exhibit No. 12. His measurements, which were entered on Opponent's Exhibit No. 1, show the greater part of the Thompson lot to be to the south of Cemetery Road. He came to the conclusion that the north property line on Map No. 58 should be shown to be slightly north of where it is shown.

Further testimony from the opponents showed that the Thompson lot had been vacant or unoccupied since 1950 and had been growing up ever since; in fact, it is heavily grown up.

It was further shown that the Thompson lot was a part of a tract of woodland which extended for many acres in this area, especially on the south side of Cemetery Road where there is only scattered building lots.

It was further shown that the cleared building lots to the north of the Thompson lot were all much shorter in depth than the Thompson lot.

That Herman S. Thompson and his wife, as the lot owners, have applied for a permit to construct multi-family dwellings as shown on Opponent's Exhibit No. 1. This would be permitted, according to the Zoning Administrator, in an "R-5" district, but would not be permitted in a "A-2" district. Since the Zoning Administrator was unsure of which district the Thompson Lot was located, she had made

this application to this Board for an interpretation of the Zoning Map and district lines.

The Board finds the following:

(a) That under the provisions of Section 20.42 of the Comprehensive Zoning Ordinance this Board may determine after proper notice has been given and after public hearing, the boundaries of districts where the street or lot layout actually on the ground or as recorded, differs from the street or lot line shown on the Zoning Map.

(b) That under the provisions of Section 4.02 of the Comprehensive Zoning Ordinance the district boundary lines are intended to follow property lines and lot lines as they existed at the time of the adoption of the Ordinance on June 16, 1964, except where referenced on said maps to a road line or other designated line by dimensions shown on said maps.

(c) That the district boundary lines in questions are not referenced on Map No. 58 or 65 to the road line or other designated line by dimensions shown on said Maps.

(d) That this Board interprets the maps in such a way as to carry out the intent and purpose of this Ordinance and finds that the lot No. 369 shown on Sectional Zoning Map No. 58 to be in an "A-2" Agricultural-Conservation District for the following reasons:

(1) The lot in question is wooded and a part of a larger tract of woodland extending from some distance in an easterly, westerly and southerly direction from the lot in question.

(2) That the colored lines of the two districts seem to be nearly following the northerly line of the Thompson lot.

(3) That the lots to the north of the Thompson lot, which are in an "R-5" district, are smaller and are cleared.

(4) That at the time the General Zoning Map was being developed and at the time it was adopted the lot in question was a wooded area which would have been undistinguishable from the large tract of woodland contiguous to it. For this reason this Board is of the opinion that it was the intention of the Planning and Zoning Commission to put the lot in question in the "A-2" Agriculture-Conservation District where the large tract of woodland was placed.

(5) That of the total frontage of the Thompson lot, the greater part is not even abutting a public road but is found in a wooded area, which indicates to this Board that it was not the intention of the Planning and Zoning Commission and the Commissioners of Queen Anne's County to put this lot in a "R-5" district which is the one with the least restrictions on residential developments and in which all types of housing are permitted. It would have been obvious to the Commission and the Commissioners that a lot which was 400 ft. deep and all wooded would not be suitable to residential uses unless a great part of it was wasted or great expense was entailed to clear the woods in order to build roads into it.

That the Board in considering the findings in this case have given consideration to all the limitations, guides and standards set forth in Section 20.5 of the Comprehensive Zoning Ordinance. It further finds as follows:

(a) That the placing of the Thompson lot in an "R-5" General Residence District would not be the most appropriate use of land in accordance with the Comprehensive Plan.

(b) That the proposed use would contribute toward the deterioration of the area and neighborhood.

(c) That the unrestricted development of said tract would adversely affect the orderly growth and improvement of the neighborhood and community.

(d) That the unrestricted use of said lot for residential purposes would have an adverse affect on the conservation of property values in the area.

Upon the facts, conclusions and reasons set forth, BE IT RESOLVED upon the application in Case IA-1 this Board finds that Parcel No. 369 shown on Sectional Zoning Map No. 58 to be located an "A-2" Agriculture-Conservation District.

- - - - - - - - - - - - - - - - - -

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

I HEREBY CERTIFY, that the aforegoing is a true and correct copy of an Excerpt of the minutes of the Executive Meeting of the Queen Anne's County Board of Appeals held on July 5, 1966, and that the said minutes how remain on file in this office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name this 2nd day of ~~July~~ August, 1966.

Eleanor H. Hunter
(Eleanor H. Hunter) Clerk

8/

WYE RIVER FARMS, INC., a Maryland corporation, WILLIAM A. HARDY, JR., and FRANK M. HARDY, trading as "RICH NECK PARTNERSHIP", ARTHUR W. BRYAN, and EMMETT B. BRYAN, all of Queenstown, Maryland, and FRANCIS A. FISHER, Grasonville, Maryland PLAINTIFFS	*	In the Circuit Court for Queen Anne's County
vs.	*	In Equity
HERMAN S. THOMPSON and MILDRED C. THOMPSON, his wife, HARRY LOCKWOOD and ARDELLA LOCKWOOD, his wife, JAMES BOWSER and PAULINE BOWSER, his wife, ARCHIE WILLIAMS, WILLIAM ARMON BROWN, all of Grasonville, Maryland, THE ROBINSONS AFRICAN METHODIST EPISCOPAL CHURCH, a Maryland religious corporation, Grasonville, Maryland, ROY PAUL WHITBY and MARY IMELDA WHITBY, his wife, all of Queenstown, Maryland, and WILLIAM E. COLEMAN, JULIUS GROLLMAN and LEONARD E. SMITH, constituting the County Commissioners of Queen Anne's County, a municipal corporation, Court House, Centreville, Maryland, QUEENSTOWN BANK OF MARYLAND, a body corporate, Queenstown, Maryland; SAMUEL E. W. FRIEL and JAMES R. FRIEL, Partners trading as Friel Lumber Company, Queenstown, Maryland, RICHARD B. C. DAVIDSON and FLORENCE DAVIDSON, his wife, Queenstown, Maryland, and FRANCIS B. BURCH, Attorney General of Maryland, State Law Department 1200 One Charles Center Baltimore, Maryland DEFENDANTS	*	Cause No. 4885

ORDER OF APPEAL

Pursuant to the provisions of Rule B2 of the Maryland rules, please enter the appeal of Wye River Farms, Inc., a Maryland corporation, William A. Hardy, Jr., and Frank M. Hardy, trading as

"Rich Neck Partnership", Arthur W. Bryan, Emmett B. Bryan, and Francis A. Fisher to the Circuit Court for Queen Anne's County of the decision of the County Commissioners of Queen Anne's County dated June 14, 1967, entitled "In the Matter of the Petition of Herman S. Thompson and Mildred C. Thompson, his wife, for a change in classification of a tract of land in the Fifth Election District from "A-2" Agriculture Conservation to "R-5" General Residence.

WOOD AND BRYAN

By: David C. Bryan

David C. Bryan
Attorneys for Wye River Farms, Inc., etc.
119 Lawyers Row
Centreville, Maryland
Phone:758-1643

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 14th day of July, 1967, prior to the filing of this Order of Appeal, I personally served a copy of this Order on the County Commissioners of Queen Anne's County by leaving a copy of the same at the offices of said County Commissioners, Court House, Centreville, Maryland, with Lillian Calloway, the Clerk for the said County Commissioners, who was in charge thereof.

David C. Bryan

Filed July 14, 1967

9

WYE RIVER FARMS, INC., et al., PLAINTIFFS	*	In the Circuit Court for Queen Anne's County
vs.	*	In Equity
HERMAN S. THOMPSON, et al., DEFENDANTS	*	Cause No. 4885

ORDER OF COURT

Upon the aforegoing Bill of Complaint, IT IS, this 19th day of July, 1967, by the Circuit Court for Queen Anne's County, in Equity, ORDERED, that the Defendants be, and they are hereby, directed to show cause, if any they may have, on or before the 22nd day of August, 1967, why the relief prayed in the foregoing Bill of Complaint should not be granted, provided that a copy of the Bill of Complaint and this Order be served upon the Defendants on or before the 7th day of August 1967.

Thos J Keating Jr
Judge

Filed July 19, 1967

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

10

August Return Day

File No. 4885

Docket C.W.C.#1, fol. 277

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

TO: Archie Williams
Grasonville, Maryland

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

Wye River Farms, Inc., a Maryland corporation,
William A. Hardy, Jr., and Frank M. Hardy, trading as "Rich Neck Partnhership
Arthur W. Bryan and Emmett B. Bryan all of Queenstown, Maryland, and
Francis A. Fisher, Grasonville, Maryland,

Issued the 19th. day of July 19 67

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
758-1643

NAME: _____

ADDRESS: _____

Charles W. Cecil
Clerk
(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE August 22, 19 67, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed July 24, 1967

LIBER 7 PAGE 131

LIBER 7 PAGE 132

Summons served and copy of summons, bill of complaint, and Show cause order left with Archie Williams this 21st day of July, 1967.

Walter Clough
Deputy Sheriff

Circuit Court For Queen Anne's County

11/ **EQUITY SUMMONS:**

August Return Day

File No. 4885

Docket C.W.C. #1, fol. 277

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

TO: William Armon Brown
Grasonville, Maryland

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

Wye River Farms, Inc., a Maryland corporation, William A. Hardy, Jr., and Frank M. Hardy, trading as "Rich Neck Partnership", Arthur W. Bryan and Emmett B. Bryan, all of Queenstown, Maryland, and Francis A. Fisher, Grasonville, Maryland

Issued the 19th. day of July 1967

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
758-1643

NAME:

ADDRESS:

Charles W. Cecil
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE August 22, 1967, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed July 24. 1967

Summons served and copy of summons, bill of complaint and Show cause order left with William Armon Brown this 21st day of July, 1967.

Walter Clough
Deputy Sheriff

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

12

August Return Day

File No. 4885

Docket C.W.C.#1, fol. 277

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

TO: James Bowser and Pauline Bowser, his wife
Grasonville, Maryland

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

Wye River Farms, Inc., a Maryland corporation,
William A. Hardy, Jr. and Frank M. Hardy, trading as "Rich Neck Partnership"
Arthur W. Bryan and Emmett B. Bryan, all of Queenstown, Maryland, and
Francis A. Fisher, Grasonville, Maryland

Issued the 19th. day of July 19 67

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
758-1643

NAME:

ADDRESS:

Charles W. Cecil
Clerk.
(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE August 22, 19 67, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed July 24, 1967

LIBER 7 PAGE 133

Summons served on James Bowser and Pauline Bowser, his wife and a copy of Summons, Bill of complaint and show cause order left with each of them this 21st day of July, 1967.

Walter Clough
Deputy Sheriff

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

12

August Return Day

File No. 4885

Docket C.W.C.#1, fol.277

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

TO: Herman S. Thompson and
Mildred C. Thompson, his wife,
Grasonville, Md.

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

Wye River Farms, Inc., a Maryland corporation, William A. Hardy, Jr., and Frank M. Hardy, trading as "Rich Neck Partnership", Arthur W. Bryan and Emmett B. Bryan, all of Queenstown, Maryland, and Francis A. Fisher, Grasonville, Maryland,

Issued the 19th day of July 19 67

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
758-1643

NAME:

ADDRESS:

Charles W Cecil
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE August 22, 19 67, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed July 25. 1967

Summoned Herman S. Thompson & Mildred C. Thompson
on this 24 day of July 1967
and left with them a copy of
subpoena, bill of complaint and Show Cause Order

Deputy Alfis M. Butler
Sheriff of Queen Anne's Co.

Circuit Court For Queen Anne's County

EQUITY SUMMONS;

14/

August Return Day

File No. 4885

Docket C.W.C.#1, fol. 277

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

TO: William E. Coleman, Julius Grollman and Leonard E. Smith,
Constituting the County Commissioners of Queen Anne's County,
a municipal corporation,
Court House
Centreville, Maryland

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

Wye River Farms, Inc., a Maryland corporation,
William A. Hardy, Jr., and Frank M. Hardy, trading as "Rich Neck Partnership", Arthur W. Bryan and Emmett B. Bryan, all of Queenstown, Maryland, and Francis A. Fisher, Grasonville, Maryland,

Issued the 19th. day of July 19 67.

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

ATTORNEY(S) FOR PLAINTIFF(S)

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

NAME:

ADDRESS:

Charles W. Cecil
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE August 22, 19 67, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed July 25. 1967

LIBER 7 PAGE 135

Summons served on William E. Coleman, Julius Grollman and Lenard E. Smith, Constituting the County Commissioners of Queen Anne's County, a municipal corporation and copy of summons, bill of complain and show cause order left with them this 25th day of July, 1967.

George B. Sharp
Sheriff for Queen Anne's County

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

15

August Return Day

File No. 4885

Docket C.W.C.#1, fol. 277

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

TO: Richard B. C. Davidson and Florence Davidson, his wife,
Queenstown, Maryland

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

Wye River Farms, Inc., a Maryland corporation,
William A. Hardy, Jr., and Frank M. Hardy, trading as "Rich Neck Partnership"
Arthur W. Bryan and Emmett B. Bryan, all of Queenstown, Maryland, and
Francis A. Fisher, Grasonville, Maryland,

Issued the 19th. day of July 1967

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

ATTORNEY(S) FOR PLAINTIFF(S)

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

NAME:

ADDRESS:

Charles W. Cecil
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE August 22, 1967, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed July 25, 1967

Summoned Richard B. C. Davidson and Florence Davidson
on this 24 day of July 1967
and left with them a copy of
subpoena, bill of complaint and show cause order

Deputy Sheriff of Queen Anne's Co.

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

16/

August Return Day

File No. 4885

Docket C.W.C.#1, fol. 277

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

TO: Roy Paul Whitby and Mary Imelda Whitby, his wife,
Queenstown, Maryland,

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

Wye River Farms, Inc., a Maryland corporation, William A. Hardey, Jr., and Frank M. Hardy, trading as "Rich Neck Partnership", Arthur W. Bryan and Emmett B. Bryan, all of Queenstown, Maryland, and Francis A. Fisher, Grasonville, Maryland,

Issued the 19th. day of July 19 67

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
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 August 22, 19 67, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed July 25, 1967

LIBER 7 PAGE 137

LIBER 7 PAGE 138

Summoned Ray Paul Whitby and Mary Dudley Whitby
on this 24 day of July 1967
and left with them a copy of
subpoena, bill of complaint and show Cause Order

Deputy Alfie M. Butler
Sheriff of Queen Anne's Co.

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

17

August Return Day

File No. 4885

Docket C.W.C.#1, fol. 277

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

TO: Samuel E. W. Friel and James R. Friel, Partners trading as
Friel Lumber Company
Queenstown, Maryland

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

Wye River Farms, Inc., a Maryland corporation,
William A. Hardy, Jr., and Frank M. Hardy, trading as "Rich Neck Partnership"
Arthur W. Bryan and Emmett B. Bryan, all of Queenstown, Maryland, and
Francis A. Fisher, Grasonville, Maryland,

Issued the 19th. day of July 19 67

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
758-1643

NAME:

ADDRESS:

Charles W. Cecil
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE August 22, 19 67, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed July 25. 1967

Summoned Samuel E. McLeod and James R. Lviel
on this 24 day of July 1967
and left with them a copy of
subpoena, bill of complaint and show Cause Order

Deputy Alvin M. Butler
Sheriff of Queen Anne's Co.

18/

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

August Return Day

File No. 4885

Docket C.W.C.#1, fol. 277

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

TO: The Robinsons African Methodist Episcopal Church,
a Maryland religious corporation,
Grasonville, Maryland

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

Wye River Farms, Inc., a Maryland corporation,
William A. Hardy, Jr. and Frank M. Hardy, trading as "Rich Neck Partnership", Arthur W. Bryan and Emmett B. Bryan, all of Queenstown, Maryland, and Francis A. Fisher, Grasonville, Maryland,

Issued the 19th. day of August 19 67

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
758-1643

NAME:

ADDRESS:

Charles W. Coil
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE August 22, 19 67, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed July 26, 1967

LIBER 7 PAGE 140

Summoned Walter Scott, a Trustee for the
on this 25 day of July 1967 Robinson African Church
and left with him a copy of
subpoena, bill of complaint and Show Cause Order

Deputy Sheriff of Queen Anne's Co.

19/

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

August Return Day

File No. 4885

Docket C.W.C. #1, fol. 277

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

TO: Queenstown Bank of Maryland, a body corporate,
Queenstown, Maryland

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

Wye River Farms, Inc., a Maryland corporation,
William A. Hardy, Jr., and Frank M. Hardy, trading as "Rich Neck Partnership", Arthur M. Bryan and Emmett B. Bryan, all of Queenstown Maryland, and Francis A. Fisher, Grasonville, Maryland.

Issued the 19th. day of July 1967

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

ATTORNEY(S) FOR PLAINTIFF(S)

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

NAME:

ADDRESS:

Charles W. Cail
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE August 22, 1967, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed July 26, 1967

Summoned Albert V. Stant, Cashier for the Queenstown Bank
on this 25 day of July 1967
and left with him a copy of
subpoena, bill of complaint, and Show Cause Order.

Dep. Alexis M. Butler
Sheriff of Queen Anne's Co.

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

20

August Return Day

File No. 4885

Docket C.W.C. No. 1, folio 277

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

TO: Harry Lockwood and Ardella Lockwood, his wife,
Grasonville, Maryland

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

Wye River Farms, Inc., a Maryland corporation,
William A. Hardy, Jr., and Frank M. Hardy, trading as
"Rich Neck Parnership",
Arthur W. Bryan and Emmett B. Bryan, all of Queenstown, Maryland, and
Francis A. Fisher, Grasonville, Maryland,

Issued the 19th. day of July 1967

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Wood and Bryan
ADDRESS: 119 Lawyers Row
Centreville, Maryland
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 August 22, 1967, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed July 27, 1967

LIBER 7 PAGE 142

Summoned Harry Lockwood and Ardella Lockwood
on this 26 day of July 1967
and left with them a copy of
subpoena, bill of complaint and show cause order

Walter Clayton
Deputy Sheriff of Queen Anne's Co.

Circuit Court For Queen Anne's County

21

EQUITY SUMMONS:

August Return Day

File No. 4885

Docket C.W.C.#1, fol. 277

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

TO: Francis B. Burch
Attorney General of Maryland
State Law Department
1200 One Charles Center
Baltimore, Maryland

Franklin Goldstein
Asst Atty Genl
7-24-67
#9

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

Wye River Farms, Inc., a Maryland corporation, William A. Hardy, Jr., and Frank M. Hardy, trading as "Rich Neck Partnership", Arthur W. Bryan and Bemmett B. Bryan, all of Queenstown, Maryland, and Francis A. Fisher, Grasonville, Maryland,

Issued the 19th. day of July 1967

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

ATTORNEY(S) FOR PLAINTIFF(S)

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

NAME:

ADDRESS:

Charles W Cecil
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE August 22, 1967, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed July 31, 1967

RECEIVED
SHERIFF'S OFFICE
JUL 21 12 58 PM '67
BALTIMORE CITY, MD.

Summoned Francis B. Burch Attorney General of Maryland and a Copy of the Process with a Copy of the Bill of Complaint and Order of Court left with Franklin Goldstein assistant Attorney General of Maryland on the 24th day of July 1967 in the presence of Clarence F. Simon

SHERIFF'S FEE
$ 6.00

Frank J. Pelz
Sheriff

22

WYE RIVER FARMS, INC., a Maryland corporation, et. al., Plaintiffs	*	In the Circuit Court for Queen Anne's County
vs.	*	In Equity
HERMAN S. THOMPSON, et. al., Defendants	*	Cause No. 4885

ANSWER

The Answer of The Robinsons African Methodist Episcopal Church, a Maryland religious corporation, to the Bill of Complaint filed herein, respectfully shows:

That this Defendant admits all matters and facts alleged in said Bill of Complaint.

And, as in duty bound, etc.,

The Robinsons African Methodist Episcopal Church

By: Tyler Washington

Cordelle Lockwood

Francis Fisher

Oliver Lynch

Sarah V. Brown

Bowman Fisher

Walter Scott

[illegible]

William Little

TRUSTEES

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 14th day of August, 1967, copies of the aforegoing Answer were mailed to Wood and Bryan, Attorneys for Plaintiffs, 119 Lawyers Row, Centreville, Maryland, 21617, and to Mr. and Mrs. Herman S. Thompson, Grasonville, Maryland, Mr. and

Mrs. Harry Lockwood, Grasonville, Maryland, Mr. and Mrs. James Bowser, Grasonville, Maryland, Archie Williams, Grasonville, Maryland, William Armon Brown, Grasonville, Maryland, Mr. and Mrs. Roy Paul Whitby, Queenstown, Maryland, The County Commissioners of Queen Anne's County, Court House, Centreville, Maryland, Queenstown Bank of Maryland, Queenstown, Maryland, Friel Lumber Company, Queenstown, Maryland, Mr. and Mrs. Richard B. C. Davidson, Queenstown, Maryland, and Francis B. Burch, Attorney General of Maryland, State Law Department, 1200 One Charles Center, Baltimore, Maryland.

Tyler Washington
Trustee

Filed Aug. 15, 1967

23

WYE RIVER FARMS, INC., et. al. Plaintiffs	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY
vs.	:	
HERMAN S. THOMPSON, et. al. Defendants	:	In Equity No. 4885

: : : : :

MOTION TO VACATE AND STRIKE OUT ORDER OF COURT

The Defendants, Herman S. Thompson and Mildred C. Thompson, his wife, by their attorneys, Turner & Turner, move the Court vacate and strike out Order of Court (Show Cause Order) issued on July 19, 1967, and for reasons therefore states:

1. That said Show Cause Order is in violation of Rule 324 (b) (1), which states, "An order to show cause on the same or another date than that ordinarily required for the filing of a responsive pleading, or other defense, SHALL NOT BE ISSUED AS OF COURSE, OR IN LIEU OF ORIGINAL PROCESS, except in an adoption case." (Emphasis supplied)

2. That no cause is set forth or alleged in said Bill of Complaint which states any cause making it reasonably necessary to require a responsive pleading, or other defense, to be filed or other action taken, nor does it appear that a Show Cause Order is warranted under the Court's discretion as provided in Rule 324 (b) (2).

3. The Bill of Complaint of the Plaintiffs' did not pray the issuance of a Show Cause Order.

Respectfully submitted,

Edward Turner
Turner & Turner
109 Lawyers Row
Centreville, Maryland 21617
Telephone: 758-1795
Attorneys for Defendants

WE HEREBY CERTIFY, that we served a copy of the aforegoing Motion on Wood and Bryan, Attorneys for Plaintiffs, by leaving a copy of the same at their law office, 119 Lawyers Row, Centreville, Maryland, this 21st day of August, 1967.

Edward Turner
Turner & Turner
Attorneys for Defendants

Filed Aug. 21. 1967

24

LIBER 7 PAGE 146

WYE RIVER FARMS, INC., et. al. Plaintiffs	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY
vs.	:	
HERMAN S. THOMPSON, et. al. Defendants	:	In Equity No. 4885

: : : : :

MOTION TO DISMISS

The Defendants, Herman S. Thompson and Mildred C. Thompson, his wife, by their attorneys, Turner & Turner, move the Court to dismiss the above-entitled action for the reason that:

1. The Defendants have not been properly served with process inasmuch as the Plaintiffs elected to have the Defendants served by Show Cause Order in lieu of original process in violation of Rule 324 (b) 1(1) and Rule 103 (b), (c), and (e).

Respectfully submitted,

Edward Turner
Turner & Turner
109 Lawyers Row
Centreville, Maryland 21617
Telephone: 758-1795
Attorneys for Defendants

WE HEREBY CERTIFY that we served a copy of the aforegoing Motion on Wood and Bryan, Attorneys for Plaintiffs, by leaving a copy of the same at their law office, 119 Lawyers Row, Centreville, Maryland, this 21st day of August, 1967.

Edward Turner
Turner & Turner
Attorneys for Defendants

Filed Aug. 21, 1967

25

WYE RIVER FARMS, INC., et. al. Plaintiffs	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY
vs.	:	
HERMAN S. THOMPSON, et. al. Defendants	:	In Equity No. 4885

: : : : :

NOTICE

Notice is hereby given that the Defendants, Herman S. Thompson and Mildred C. Thompson, his wife, after five (5) days, pursuant to Local Rule 500 (c), intend to apply to the Court to fix a hearing date upon the Motion to Vacate and Strike Out Order of Court and Motion to Dismiss heretofore filed in this cause.

Respectfully submitted,

Edward Turner

Turner & Turner
109 Lawyers Row
Centreville, Maryland 21617
Telephone: 758-1795
Attorneys for Defendants

WE HEREBY CERTIFY, that we served a copy of the aforegoing Notice on Wood and Bryan, Attorneys for Plaintiffs, by leaving a copy of the same at their law office, 119 Lawyers Row, Centreville, Maryland, this 21st day of August, 1967.

Edward Turner

Turner & Turner
Attorneys for Defendants

Filed Aug. 21. 1967

LIBER 7 PAGE 148

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WYE RIVER FARMS, INC., et. al.	*	IN THE CIRCUIT COURT FOR
Plaintiffs	*	QUEEN ANNE'S COUNTY
vs.	*	
		In Equity No. 4885
HERMAN S. THOMPSON, et. al.	*	
Defendants	*	

* * * * *

MOTION TO DISMISS

The Defendant, the County Commissioners of Queen Anne's County, by its attorney, James E. Thompson, Jr., moves the Court to dismiss the above-entitled action for the reason that:

1. The Defendant has not been properly served with process inasmuch as the Plaintiffs elected to have the Defendant served by Show Cause Order in lieu of original process in violation of Rule 324 (b)(1) and Rule 103 (b), (c), and (e).

Respectfully submitted,

James E. Thompson, Jr.

James E. Thompson, Jr.
117 Lawyers Row
Centreville, Maryland 21617
Telephone: 758-0877
Attorney for Defendant

I HEREBY CERTIFY that I served a copy of the aforegoing Motion on Wood and Bryan, Attorneys for Plaintiffs, by leaving a copy of the same at their law office, 119 Lawyers Row, Centreville, Maryland, this 21 day of August, 1967.

James E. Thompson, Jr.

James E. Thompson, Jr.
Attorney for Defendant

Filed Aug. 21 1967

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
758-0877

WYE RIVER FARMS, INC., et. al.	*	IN THE CIRCUIT COURT FOR
Plaintiffs	*	QUEEN ANNE'S COUNTY
vs.	*	In Equity No. 4885
HERMAN S. THOMPSON, et. al.	*	
Defendants	*	

* * * * *

MOTION TO VACATE AND STRIKE OUT ORDER OF COURT

The Defendant, the County Commissioners of Queen Anne's County, Maryland, by its attorney, James E. Thompson, Jr., moves the Court vacate and strike out Order of Court (Show Cause Order) issued on July 19, 1967, and for reasons therefore states:

1. That said Show Cause Order is in violation of Rule 324 (b)(1), which states, "An order to show cause on the same or another date than that ordinarily required for the filing of a responsive pleading, or other defense, SHALL NOT BE ISSUED AS OF COURSE, OR IN LIEU OF ORIGINAL PROCESS, except in an adoption case." (Emphasis supplied)

2. That no cause is set forth or alleged in said Bill of Complaint which states any cause making it reasonably necessary to require a responsive pleading, or other defense, to be filed or other action taken, nor does it appear that a Show Cause Order is warranted under the Court's discretion as provided in Rule 324 (b)(2).

3. The Bill of Complaint of the Plaintiffs' did not pray the issuance of a Show Cause Order.

Respectfully submitted,

James E. Thompson, Jr.
117 Lawyers Row
Centreville, Maryland 21617
Telephone: 758-0877
Attorney for Defendant

I HEREBY CERTIFY, that I served a copy of the aforegoing Motion on Wood and Bryan, Attorneys for Plaintiffs, by leaving a copy of the same at their law office, 119 ~~Lawyers~~ Row, Centreville, Maryland, this 21 day of August, 1967.

James E. Thompson, Jr.
Attorney for Defendant

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
758-0877

Filed Aug. 21, 1967

LIBER 7 PAGE 150

WYE RIVER FARMS, INC., et. al.	*	IN THE CIRCUIT COURT FOR
Plaintiffs	*	QUEEN ANNE'S COUNTY
vs.	*	
		In Equity No. 4885
HERMAN S. THOMPSON, et. al.	*	
Defendants	*	

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* * * *

NOTICE

Notice is hereby given that the Defendant, the County Commissioners of Queen Anne's County, after five (5) days, pursuant to Local Rule 500 (c), intends to apply to the Court to fix a hearing date upon the Motion to Vacate and Strike Out Order of Court and Motion to Dismiss heretofore filed in this Cause.

Respectfully submitted,

James E. Thompson, Jr.

James E. Thompson, Jr.
117 Lawyers Row
Centreville, Maryland 21617
758-0877
Attorney for Defendants

I HEREBY CERTIFY, that I served a copy of the aforegoing Notice on Wood and Bryan, Attorneys for Plaintiffs, by leaving a copy of the same at their law office 119 Lawyers Row, Centreville, Maryland, this 21 day of August, 1967.

James E. Thompson, Jr.

James E. Thompson, Jr.
Attorney for Defendants

Filed Aug. 21. 1967

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
758-0877

Petitioner's Exh. #1

No 55883
Re 15816 RECEIVED FOR RECORD June 10 1966

This Deed made this 10th day of June,

in the year one thousand nine hundred and sixty six, by and between JAMES S. TOLSON and DRUCILLA ANN TOLSON, his wife, of Queen Anne's County, State of Maryland, parties of the first part; and HERMAN S. THOMPSON and MILDRED C. THOMPSON, his wife, of the County and State aforesaid, parties of the second part;

WITNESSETH, that for and in consideration of the sum of FIVE DOLLARS ($5.00), and other valuable considerations, the receipts of which are herby acknowledged, the said James S. Tolson and Drucilla Ann Tolson, his wife, do hereby grant and convey unto the said Herman S. Thompson and Mildred C. Thompson, his wife, as tenants by the entireties, their assigns and to the survivor of them, his or her heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the Fifth Election Distriot of Queen Anne's County, State of Maryland, located on the Grasonville - Bryantown Road, adjoining the lands of, or formerly of, Carey Saddler; BEING the same and all of the land granted and conveyed to Grace Williams by The County Commissioners of Queen Anne's County by deed dated June 9, 1936, recorded June 11, 1936, in Liber W. H. C. No. 3A, folio 147, a land record book for Queen Anne's County, Maryland; AND BEING ALSO all of Parcel No. 2 described in the deed from Royden N. Powell, Jr., Treasurer of Queen Anne's County, to James S. Tolson and Drucilla Ann Tolson, his wife, dated June 4, 1962, and recorded in Liber T. S. P. No. 66, folio 417, a land record book for Queen Anne's County, State of Maryland.

NO TITLE EXAMINATION.

Original mailed to Grantee - Grasonville, Md 7-15-66

LIBER 22 PAGE 241

LIBER 7 PAGE 151

LIBER 7 PAGE 152
LIBER 22 PAGE 242

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

TO HAVE AND TO HOLD the land and premises, above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said Herman S. Thompson and Mildred C. Thompson, his wife, as tenants by the entireties, their assigns and to the survivor of them, his or her heirs and assigns, in fee simple.

AND the said James S. Tolson and Drucilla Ann Tolson, his wife,

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

WITNESS the hands and seals of said Grantors:

TEST: (as to Grantors)

Virginia S. White — James S. Tolson (SEAL)
James S. Tolson

Virginia S. White — Drucilla Ann Tolson (SEAL)
Drucilla Ann Tolson

..... (SEAL)

..... (SEAL)

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

I HEREBY CERTIFY, that on this 10th day of June, in the year one thousand nine hundred and SIXTY SIX before me, the subscriber, a Notary Public, of the State of Maryland, in and for the County aforesaid, personally appeared James S. Tolson and Drucilla Ann Tolson, his wife, and each acknowledged the foregoing Deed to be their respective act.

Witness my hand and notarial seal.

Virginia S. White
Virginia S. White
Notary Public.

My commission expires July 1, 1967.

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber C.W.C. No. 22, folio 241, a Land Record Book for Queen Anne's County.

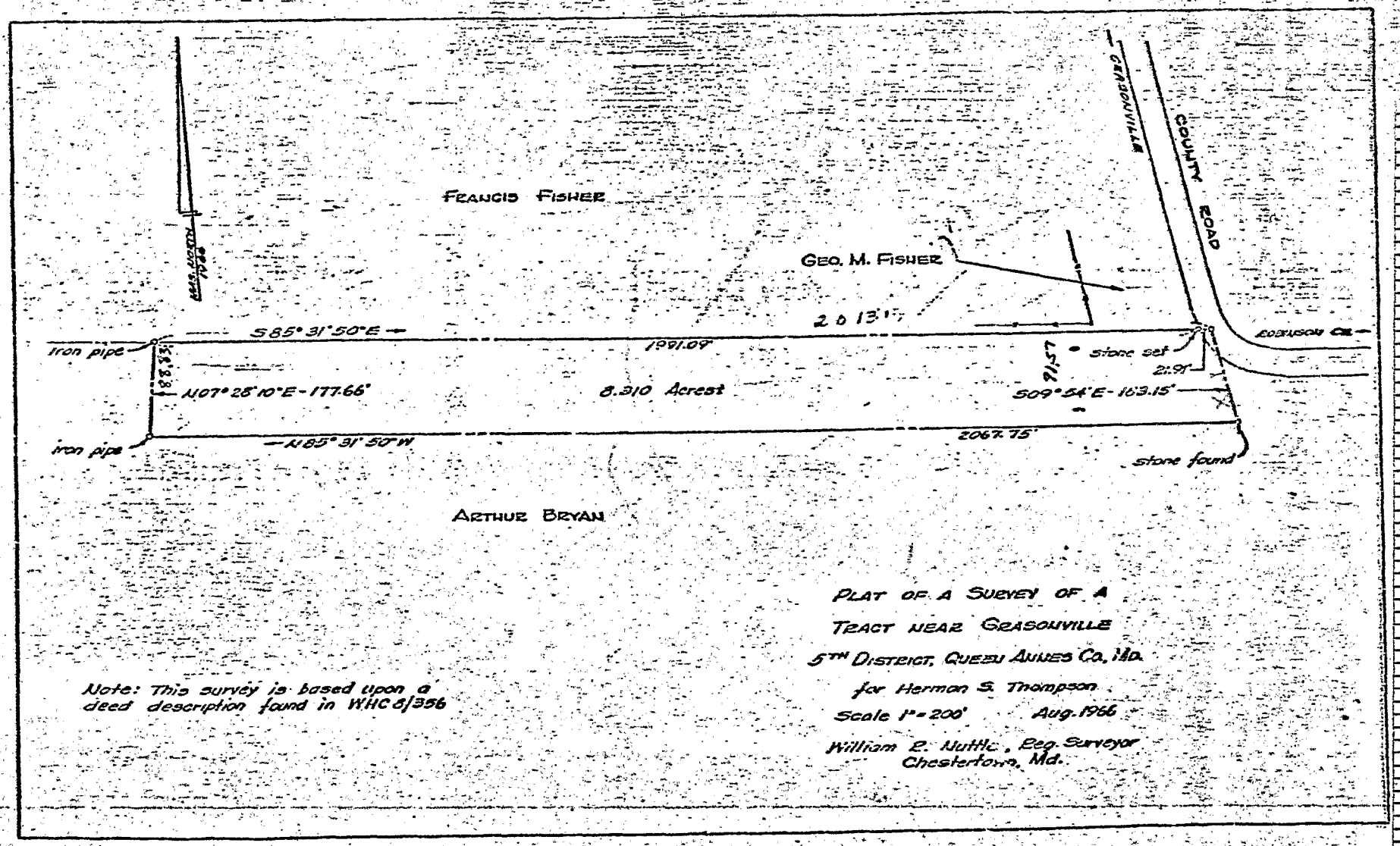
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

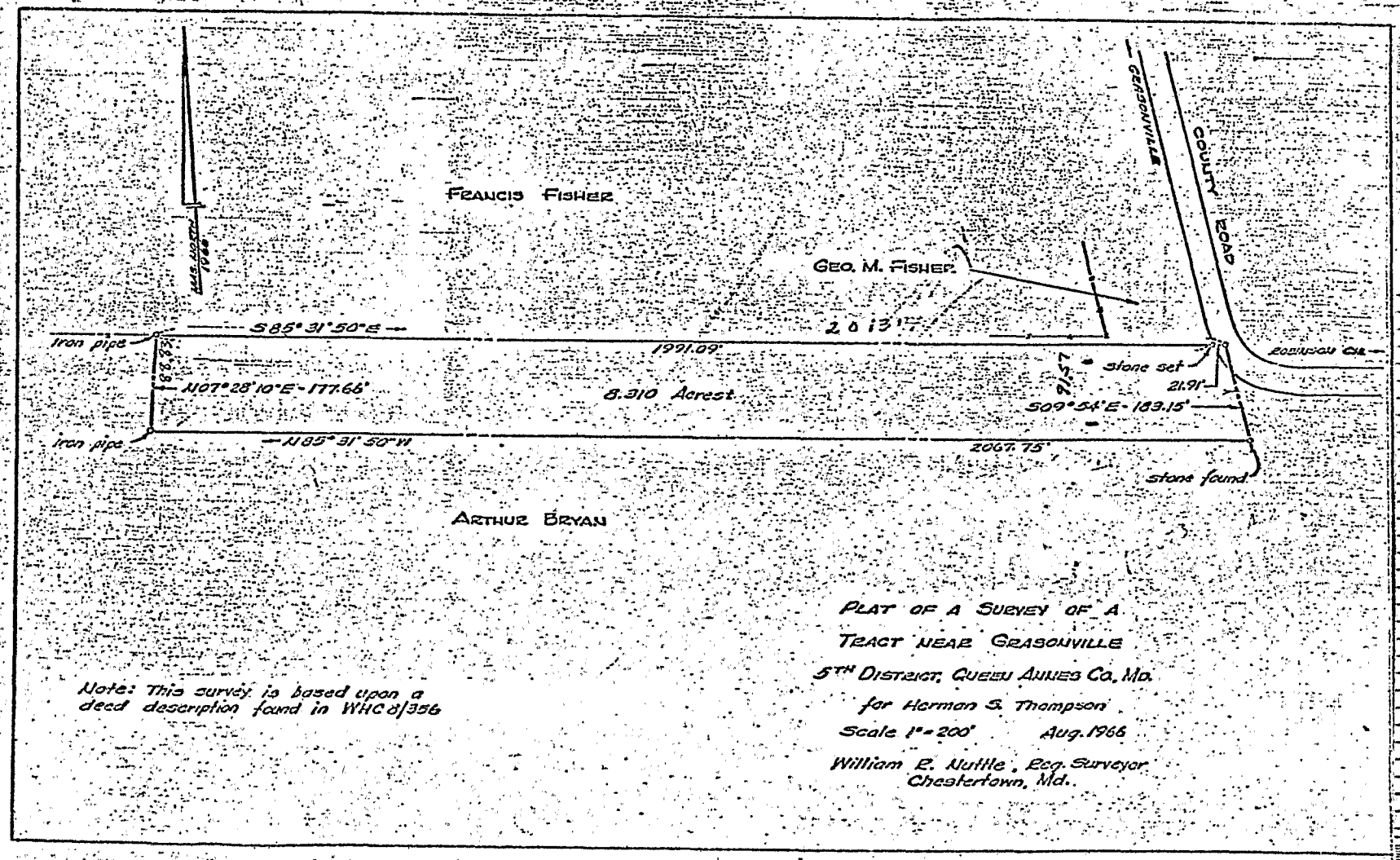
IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 29th day of May in the year nineteen hundred and sixty-seven.

Charles W. Cecil
Clerk

Petitioners Exhibit No. 1

LIBER 7 PAGE 154





PLAT OF A SURVEY OF A
TRACT NEAR GRASONVILLE
5TH DISTRICT, QUEEN ANNES CO., MD.
for Herman S. Thompson
Scale 1"=200' Aug. 1966
William E. Nuttle, Reg. Surveyor
Chestertown, Md.

Note: This survey is based upon a deed description found in WHC 8/356

Petitioner's Exh. #2

LIBER 7 PAGE 155

Rec'd 5/2/67 Lee

Excerpt from the minutes of the regular meeting of the Queen Anne's County Planning & Zoning Commission held on Thursday, April 13, 1967:

The Commission considered the Petition of Herman S. Thompson and Mildred C. Thompson, his wife, requesting a change in zoning classification of a tract of land in the Fifth Election District of Queen Anne's County from an "A-2" (Agricultural Conservation) classification to an "R-5" (General Residence District) classification, referred to it by The County Commissioners on April 5, 1967 with a request for the Commission's recommendations.

The parcel of land subject to this application was also the same parcel subject to a decision of the Board of Appeals of Queen Anne's County, being Case No. IA-1.

The lot is shown on the bottom of sectional zoning map No. 58 and its boundaries run off the map. Sectional zoning map No. 65, however, does not show the lot. The division line between the "R-5" zone and the "A-2" zone appears to divide the lot physically in half.

The Commission, in its consideration, considered not only the sectional zoning maps, but also the general zoning map and the soil survey map of the area.

Upon proper motion duly made, seconded and unanimously carried, the following resolution was adopted:

RESOLVED, that the Commission is of the opinion a basic mistake in the classification of this lot was made at the time of adoption of the original Comprehensive Zoning Ordinance. The mistake was caused by the use of the sectional tax maps and the poor location thereon of the subject parcel.

It is the recommendation of this Commission that the land which is the subject of this petition be re-zoned from an "A-2" classification to the "R-5" classification.

This re-zoning will place this land in the same classification as the property binding on the north thereof and increase

the area available for general residence purposes. This re-zoning will be in accordance with the Comprehensive Plan, and for the best interest of the public health, safety and welfare.

The Commission also, in its own initiative, would recommend to The County Commissioners that the area to be re-zoned "R-5" should include additional lands on the south side of the county road leading from the Thompson lands to Robinson's Church. The recommendation would include the re-zoning of all land for a depth of 500 feet back from said county road and extend from the Thompson land to and including Parcel No. 208, as shown on sectional Map No. 58.

This recommendation is based upon the finding of this Commission that the sectional tax maps utilized for the original zoning were designed in such a manner that the Commission could not evaluate the south side of the county road properly. Since the above referred to Board of Appeals decision, this Commission has made a further re-study by piecing the sectional maps together, and it is the recommendation that the "R-5" General Residence area be increased along the county road.

The short experience of three (3) years since the original Comprehensive Zoning Ordinance has indicated a strong demand for additional "R-5" land in this area. The r -zoning of this proposed additional land to "R-5" would be in accordance with the Comprehensive Master Plan, and to the best interest of the public.

- - - - - -

I HEREBY CERTIFY that the aforegoing is a true and correct copy of an excerpt from the minutes of the regular meeting of the Queen Anne's County Planning & Zoning Commission held on Thursday, April 13, 1967.

Cleo C. Green
(Cleo C. Green) Clerk

LIBER 7 PAGE 158

Comm. Ethel

EX PARTE, IN THE MATTER OF THE	:	BEFORE THE COUNTY COMMISSIONERS
PETITION OF HERMAN S. THOMPSON AND	:	OF
MILDRED C. THOMPSON, HIS WIFE, FOR	:	QUEEN ANNE'S COUNTY
A CHANGE IN ZONING CLASSIFICATION	:	ZONING CASE NO.

: : : : : : : : :

PETITION

The Petition of Herman S. Thompson and Mildred C. Thompson, his wife, respectfully represents:

1. That your Petitioners are the owners of a parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, and described as follows, to wit: ALL that lot or parcel of land located on the Grasonville-Bryantown Road, adjoining the lands of, or formerly of, Carey Saddler; BEING the same lot or parcel of land which was granted and conveyed unto the said Herman S. Thompson and Mildred C. Thompson, his wife, (the Petitioners) by James S. Tolson and Druscilla Ann Tolson, his wife, by deed of conveyance bearing date June 10, 1966 and recorded in Liber C.W.C. No. 22, folio 241, a land record book for Queen Anne's County, State of Maryland. See plat of a survey made of the hereinabove described parcel by William R. Nuttle, registered surveyor, Chestertown, Md. in August 1966, which is attached hereto and marked Petitioner's Exhibit No. 1.

2. That said land is now incorporated within the A-2 (Agricultural Conservation) zone as shown on Sectional Zoning Map No. 58, as Parcel No. 369, incorporated herein by reference and made a part hereof.

3. That your Petitioners desire that the hereinabove described land be rezoned to an R-5 (General Residence District) classification, using as a basis therefore the following:

(a) That an error was made in the Comprehensive Zoning Ordinance (adeopted June 16, 1964) in respect to said land and that it should have been placed in the R-5 classification like the land adjacent to it on its north side rather than in the A-2 classification like the land adjacent to it on its south side.

(b) That there is a great need for trailer sites in this area of the county, which is a permitted use in an R-5 zone.

4. That the highest and best use of the parcel of land hereinabove described and shown on the plat made thereof and attached hereto is for general residence use.

5. That the aforesaid change in zoning classification hereby requested will be in keeping with the avowed purposes and intent of the Comprehensive Master Plan for Queen Anne's County, and will furthermore be appropriate to existing uses in the neighborhood and will have the effect of the utilization of said lands in the manner most beneficial to the county, and will not in any way be detrimental to the aforesaid neighborhood and the residents thereof.

WHEREFORE, your Petitioners pray that the County Commissioners of Queen Anne's County amend the Comprehensive Zoning Ordinance of said county (adopted as aforesaid on June 16, 1964) in accordance with the provisions of Article 21 of said ordinance, by the reclassification of the lands hereinabove mentioned and described in the following manner, to wit:

(a) That said land hereinabove described and appearing on the plat attached to this petition be changed from an A-2 (Agricultural Conservation) classification to an R-5 (General Residence District) classification.

Filed: 4/4/67 By: Ed. Turner

(b) And for such other and further relief as your Petitioners cause may require to accomplish the aforegoing objectives.

Respectfully submitted,

WITNESS:

Virginia S. White — Herman S. Thompson (SEAL)
Herman S. Thompson

Virginia S. White — Mildred C. Thompson (SEAL)
Mildred C. Thompson

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

I HEREBY CERTIFY, that on this 3rd day of April, 1967, before me, the undersigned, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Herman S. Thompson and Mildred C. Thompson, his wife, and they did make oath in due form of law that the matters and facts set forth in the aforegoing Petition are true and correct to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

VIRGINIA S. WHITE NOTARY PUBLIC QUEEN ANNE'S COUNTY

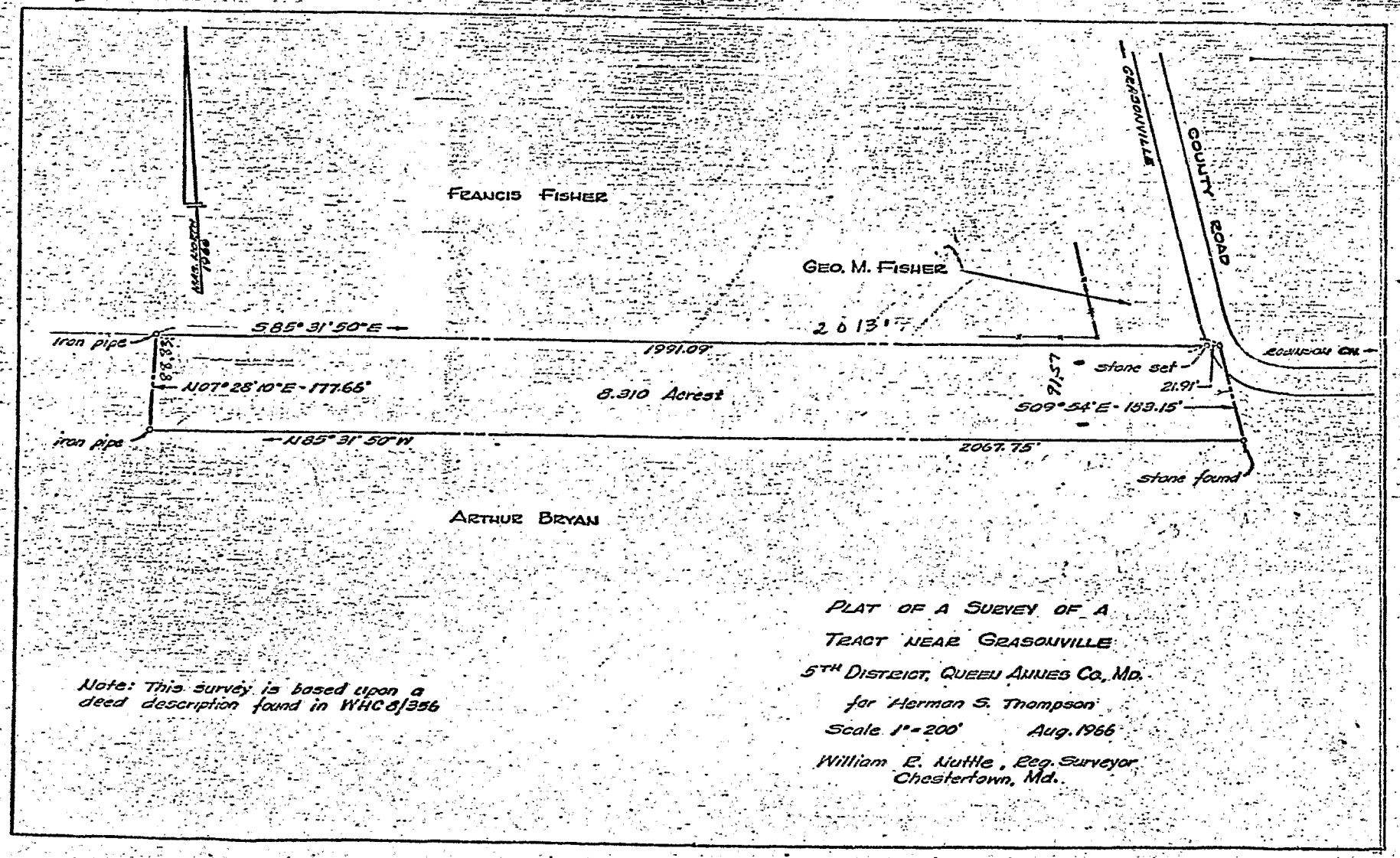
Virginia S. White — Notary Public
My commission expires July 1, 1967.

I HEREBY CERTIFY that a copy of the aforegoing Petition was served on Cleo Green, Zoning Administrator for Queen Anne's County, by leaving a copy of the same at her office in the Court House this 4th day of April, 1967.

Edward Turner
Edward Turner, Attorney for Petitioners
109 Lawyers Row
Centreville, Maryland
Telephone: 758-1795

Petitioners Exhibit No. 1

LIBER 7 PAGE 160



PLAT OF A SURVEY OF A
TRACT NEAR GRASONVILLE
5TH DISTRICT, QUEEN ANNES CO., MD.
for Herman S. Thompson
Scale 1" = 200' Aug. 1966
William R. Nuttle, Reg. Surveyor
Chestertown, Md.

Note: This survey is based upon a deed description found in WHC 8/356

Exh 1-A

THE COUNTY COMMISSIONERS
OF QUEEN ANNE'S COUNTY Comm Exh #2
CENTREVILLE, MARYLAND

WILLIAM E. COLEMAN, PRESIDENT
LEONARD E. SMITH
JULIUS GROLLMAN

April 5, 1967

LILLIAN C. CALLAWAY, CLERK
JAMES E. THOMPSON, JR., ATTORNEY

Queen Anne's County
Planning and Zoning Commission
Centreville, Maryland

Gentlemen:

Enclosed herewith is a petition of Herman S. Thompson and Mildred C. Thompson, his wife, requesting a change in zoning classification of a tract of land in the Fifth Election District of Queen Anne's County from an A-2 (Agricultural Conservation) classification to an R-5 (General Residence District) classification.

Please let us have your recommendations in accordance with Section 21.2 - Article 21 of the Comprehensive Zoning Ordinance.

Very truly yours,

THE COUNTY COMMISSIONERS
OF QUEEN ANNE'S COUNTY

Lillian C. Callaway
Lillian C. Callaway, Clerk

Enclosures

cc: Edward Turner,
Attorney for Petitioners

LIBER 7 PAGE 162 Comm Exh #3

QUEEN ANNE'S COUNTY PLANNING & ZONING COMMISSION

COURT HOUSE

CENTREVILLE, MARYLAND

May 2, 1967

The County Commissioners of Queen Anne's County
Centreville
Maryland

Gentlemen:

Enclosed herewith please find excerpts from the minutes of the regular meeting of the Planning & Zoning Commission, as follows:

1. Excerpt containing the Commission's recommendations with regard to the Petition of Herman S. Thompson and Mildred C. Thompson, his wife, referred to the Commission on April 5, 1967.

This excerpt also contains an additional recommendation initiated by the Commission.

2. Excerpt containing a recommendation initiated by the Commission to amend Article 7 of the Comprehensive Zoning Ordinance by the addition of Section 7.21.

Very truly yours,

QUEEN ANNE'S COUNTY PLANNING & ZONING COMMISSION

Cleo C. Green

(Mrs. Edward W. Green), Clerk

Encs.

Cc x Exh #4

The Bay Times

P.O. Box 44, Queenstown, Md., May 29, 1967

THE BAY TIMES, a body corporate, does hereby certify that the Public Hearing Notice

in the case/estate of Herman S. Thompson & Milered C. Thompson for change in class. of parcel of land 5th Election district of Queen Anne's County

a true copy of which is annexed hereto, was published in the BAY TIMES, a weekly newspaper published at Queenstown, in Queen Anne's County, Maryland, once a week for three successive weeks before the 31st day of May, 1967, and that the first insertion of said advertisement in said BAY TIMES was on the 11 day of May, 1967, and the last insertion on the 25 day of May, 1967

THE BAY TIMES

By M. L. Reindle

NOTICE OF PUBLIC HEARING

The County Commissioners of Queen Anne's County hereby give notice that they will hold a public hearing at their office in the Court House, Centreville, Maryland, on Wednesday, May 31, 1967 at 2:00 o'clock p.m. upon the petition of Herman S. Thompson and Mildred C Thompson for a change in classification of a parcel of land located in the Fifth Election District of Queen Anne's County on the Grasonville-Bryantown Road from "A-2" (Agricultural Conservation) to "R-5" (General Residence District)

THE COUNTY COMMISSIONERS
OF QUEEN ANNE'S COUNTY

3T-5-11

Posted April 11, 1967

Comm Exh #5

NOTICE

This property subject to petition for re-zoning from "A-2" (Agricultural Conservation) to "R-5" (General Residence District). Hearing at office of County Commissioners, Court House, Centreville, Maryland at 2:00 o'clock p.m. on May 31, 1967.

THE COUNTY COMMISSIONERS
OF QUEEN ANNE'S COUNTY

Sign erected 2:30 P.M.
May 11, 1967
F. Bernard Kaufman, Jr.

Comm. Exh. #6

DEPARTMENT OF HEALTH FOR QUEEN ANNE'S COUNTY

CENTREVILLE, MARYLAND 21617

TELEPHONE CENTREVILLE 758-0720

May 29, 1967

Queen Anne's County Commissioners
Centreville, Md.

Gentlemen:

On May 29, 1967, the writer visited a tract of land on the county road leading from Grasonville to Robinson's church, belonging to Herman S. Thompson.

Said tract of land consisting of 8.310 acres, more or less, bounded on the north by lands of Francis Fisher, and on the south by lands of Arthur Bryan.

It is the opinion of the writer, that this tract of land is very similar in soil characteristics as the land immediately surrounding it.

It is also the opinion of the writer, that this tract of land is suitable for receiving septic tank effluent, provided that the necessary consideration be given to the installation and maintenance of said septic tank system or systems.

Furthermore, an adequate and safe water supply system or systems can be readily obtained at this site.

Very truly yours,

Roberta Jean Hall, M.D.

Roberta Jean Hall, M.D.
Deputy State Health Officer

James R. Morris
Sanitarian

cc: Edward Turner, Attorney-at-Law
cc: Herman S. Thompson, Grasonville, Md.

WYE RIVER FARME, INC., a Maryland Corporation, et al,	*	In the Circuit Court for
	*	Queen Anne's County
29 Plaintiffs	*	In Equity
vs.	*	
HERMAN S. THOMPSON, et al,	*	
Defendants	*	Cause No. 4885

****

The County Commissioners of Queen Anne's County herewith submit the following Testimony and Exhibits.

1. Testimony
2. Petition of Herman S. Thompson and wife for change in Zoning
3. Letter from County Commissioners to Planning and Zoning Commission for their recommendations
4. Recommendations of the Planning and Zoning Commission and covering letter
5. Notice of Publication (The Bay Times)
6. Notice of Posting of the Property
7. Letter from the Department of Health for Queen Anne's County
8. Petitioner's Exhibit No. 1 - Deed
9. Petitioner's Exhibit No. 2 - Plat

Filed Aug 21. 1967

EX PARTE, IN THE MATTER OF THE	*	
	*	
PETITION OF HERMAN S. THOMPSON AND	*	BEFORE THE COUNTY COMMISSIONERS
MILDRED C. THOMPSON, HIS WIFE, FOR	*	OF QUEEN ANNE'S COUNTY,
	*	
A CHANGE IN ZONING CLASSIFICATION	*	ZONING CASE NO.

****

TESTIMONY

The following testimony was taken at the above mentioned hearing on Wednesday, May 31, 1967 at 2:00 o'clock P.M., in the County Commissioners' Office in the Court House, Centreville, Maryland, J. Elmer Thompson, Attorney for the Commissioners; Edward Turner, Attorney for the Petitioners; Howard Wood, Attorney for those Objecting to the granting of the Petition.

Filed Aug. 21, 1967

J. Elmer Thompson, Attorney for the Commissioners opened the hearing.

Mr. Thompson: This hearing is in the matter of the Petition of Herman S. Thompson and Mildred C. Thompson, his wife, for a change in zoning classification. The Petition is as follows:

"The Petition of Herman S. Thompson and Mildred C. Thompson, his wife, respectfully represents:

"1. That your Petitioners are the owners of a parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, and described as follows, to wit: ALL that lot or parcel of land located on the Grasonville-Bryantown Road, adjoining the lands of, or formerly of, Carey Saddler; BEING the same lot or parcel of land which was granted and conveyed unto the said Herman S. Thompson and Mildred C. Thompson, his wife, (the Petitioners) by James S. Tolson and Druscilla Ann Tolson, his wife, by deed of conveyance bearing date June 10, 1966 and recorded in Liber C.W.C. No. 22, folio 241, a land record book for Queen Anne's County, State of Maryland. See plat of a survey made of the hereinabove described parcel by William R. Nuttle, registered surveyor, Chestertown, Md. in August 1966, which is attached hereto and marked Petitioner's Exhibit No. 1.

"2. That said land is now incorporated within the A-2 (Agricultural Conservation) zone as shown on Sectional Zoning Map No. 58, as Parcel No. 369, incorporated herein by reference and made a part hereof.

"3. That your Petitioners desire that the hereinabove described land be rezoned to an R-5 (General Residence District) classification, using as a basis therefore the following:

"(a) That an error was made in the Comprehensive Zoning Ordinance (adopted June 16, 1964) in respect to said land and that it should have been placed in the R-5 classification like the land adjacent to it on its north side rather than in the A-2 classification like the land adjacent to it on its south side.

"(b) That there is a great need for trailer sites in this area of the county, which is a permitted use in an R-5 zone.

"4. That the highest and best use of the parcel of land hereinabove described and shown on the plat made thereof and attached hereto is for general residence use.

"5. That the aforesaid change in zoning classification hereby requested will be in keeping with the avowed purposes and intent of the Comprehensive Master Plan for Queen Anne's County, and will furthermore be appropriate to existing uses in the neighborhood and will have the effect of the utilization of said lands in the manner most beneficial to the county, and will not in any way be detrimental to the aforesaid neighborhood and the residents thereof.

"WHEREFORE, your Petitioners pray that the County Commissioners of Queen Anne's County amend the Comprehensive Zoning Ordinance of said county (adopted as aforesaid on June 16, 1964) in accordance with the provisions of Article 21 of said Ordinance, by the reclassification of the lands hereinabove mentioned and described in the following manner, to wit:

"(a) That said land hereinabove described and appearing on the plat attached to this petition be changed from an A-2 (Agricultural Conservation) classification to an R-5 (General Residence District) classification.

"(b) And for such other and further relief as your Petitioners cause may require to accomplish the aforegoing objectives.

Respectfully submitted,

Herman S. Thompson and Mildred C. Thompson"

There are affidavits attached and likewise attached is a plat of a survey of a tract near Grasonville, 5th District, Queen Anne's County, Md. for Herman S. Thompson, August, 1966, made by William R. Nuttle, Registered Surveyor, Chestertown, Md.

By letter of April 5, 1967 the Petition of Herman S. Thompson and Mildred C. Thompson was forwarded to the Queen Anne's County Planning and Zoning Commission for their recommendation in accordance with Section 21.2 - Article 21 of the Comprehensive Zoning Ordinance.

By letter dated May 2n, 1967 the County Commissioners received an excerpt from the minutes of the regular meeting of the Planning and Zoning Commission held on Thursday, April 13, 1967, which reads as follows:

"The Commission considered the Petition of Herman S. Thompson and Mildred C. Thompson, his wife, requesting a change in zoning classification of a tract of land in the Fifth Election District of Queen Anne's County from an "A-2" (Agricultural Conservation) classification to an "R-5" (General Residence District) classification, referred to it by The County Commissioners on April 5, 1967 with a request for the Commission's recommendations.

"The parcel of land subject to this application was also the same parcel subject to a decision of the Board of Appeals of Queen Anne's County, being Case No. IA-1.

"The lot is shown on the bottom of sectional zoning map No. 58 and its boundaries run off the map. Sectional zoning map No. 65, however, does not show the lot. The division line between the "R-5" zone and the "A-2" zone appears to divide the lot physically in half.

"The Commission, in its consideration, considered not only the sectional zoning maps, but also the general zoning map and the soil survey map of the area.

"Upon proper motion duly made, seconded and unanimously carried, the following resolution was adopted:

"RESOLVED, that the Commission is of the opinion a basic mistake in the classification of this lot was made at the time of adoption of the original Comprehensive Zoning Ordinance. The mistake was caused by the use of the sectional tax maps and the poor location thereon of the subject parcel.

"It is the recommendation of this Commission that the land which is the subject of this petition be re-zoned from an "A-2" classification to the "R-5" classification.

"This re-zoning will place this land in the same classification as the property binding on the north thereof and increase the area available for general residence purposes. This re-zoning will be in accordance with the Comprehensive Plan, and for the best interest of the public health, safety and welfare.

"The Commission also, in its own initiative, would recommend to The County Commissioners that the area to be re-zoned "R-5" should include additional lands on the south side of the county road leading from the Thompson lands to Robinson's Church. The recommendation would include the re-zoning of all land for a depth of 500 feet back from said county road and extend from the Thompson land to and including Parcel No. 208, as shown on sectional Map No. 58.

"This recommendation is based upon the finding of this Commission that the sectional tax maps utilized for the original zoning were designed in such a manner that the Commission could not evaluate the south side of the county road properly. Since the above referred to Board of Appeals decision, this Commission has made a further re-study by piecing the sectional maps together, and it is the recommendation that the "R-5" General Residence area be increased along the county road.

"The short experience of three (3) years since the original Comprehensive Zoning Ordinance has indicated a strong demand for additional "R-5" land in this area. The re-zoning of this proposed additional land to "R-5" would be in accordance with the Comprehensive Master Plan, and to the best interest of the public.

"I HEREBY CERTIFY that the aforegoing is a true and correct copy of an excerpt from the minutes of the regular meeting of the Queen Anne's County Planning & Zoning Commission held on Thursday, April 13, 1967.

Cleo C. Green, Clerk"

Following receipt of the recommendation of the Queen Anne's County Planning and Zoning Commission the County Commissioners caused to be inserted in the Bay Times a notice of this hearing. I have here a Certificate of Public Hearing of this publication, and we also have a Certificate of F. Bernard Kaufman, Jr. to the effect that the property was posted with a sign reading as follows:

"This property subject to petition for re-zoning from "A-2" (Agricultural Conservation) to "R-5" (General Residence District). Hearing at office of County Commissioners, Court House, Centreville, Maryland at 2:00 o'clock p.m. on May 31, 1967. The County Commissioners of Queen Anne's County."

Mr. Kaufman certifies that this sign was erected at 2:30 P.M. on May 11, 1967. Attached to the certification was a copy of the plat filed with the Petition and a red "X" mark designates the area where the sign was posted.

At this time are there any objections to the form and contents of the original petition and the exhibits attached thereto, to the method of the County referring it to the Planning and Zoning Commission for its recommendation or to the form and content of the recommendation of the Planning and Zoning Commission or to the advertising, including the length of time in which the ad appeared and the manner of the posting of the property? If not then these items will be entered as a part of the record. We will designate the original Petition as Exhibit #1 and the plat attached thereto as #1A; the letter of the County Commissioners referring the matter to the Planning & Zoning Commission as #2; the Planning Comm. letter and copy of an excerpt of the Minutes as Exhibit #3; the Certification of the Bay Times as to the Publication of the Notice as Exhibit #4; Certification of Mr. Kaufman as Exhibit #5.

The County Commissioners have also received a letter from James R. Morris, the County Sanitarian, and counter-signed by Roberta Jean Hall, the Deputy Health Officer, the letter being from the Department of Health for Queen Anne's County, as follows:

"Queen Anne's County Commissioners, Centreville, Md. Gentlemen: On May 29, 1967, the writer visited a tract of land on the county road leading from Grasonville to Robinson's church, belonging to Herman S. Thompson. Said tract of land consisting of 8.310 acres, more or less, bounded on the north by lands of Francis Fisher, and on the south by lands of Arthur Bryan. It is the opinion of the writer, that this tract of land is very similar in soil characteristics as the land immediately surrounding it. It is also the opinion of the writer, that this tract of land is suitable for receiving septic tank effluent, provided that the necessary consideration be given to the installation and maintenance of said septic tank system or systems. Furthermore, an adequate and safe water supply system or systems can be readily obtained at this site.

Very truly yours,
Roberta Jean Hall, M.D.,Deputy State Health Officer
James R. Morris, Sanitarian"

Is there any objection to the introduction of this letter? If not we will make this Exhibit #6.

For simplicity's sakes, I see some attorneys present, would you please state your name and who you represent?

Mr. Turner: My name is Edward Turner and I represent the Petitioners.

Mr. Wood: My name is Howard Wood and I represent Wye River Farms, Incorporated - objecting.

Mr. Thompson: In keeping with our previous format for these hearings we will first hear from those persons who are in favor of the Petition, following which we will hear from those persons who are opposed to the granting of the Petition or re-zoning, after which we will have cross-examination of the people in favor followed by cross-examination of those opposed and the County will at the close of the evidence hear any closing statement of counsel or anyone else. I will point out there are quite a number of people present and apparently the attorneys only represent a couple of people - you do not have to be represented by an attorney to speak up. We will ask at different times if there is anyone desiring to testify. If you want to testify please feel perfectly free to stand up and come forward - you do not have to be represented by an attorney. The same applies to cross-examination. If you desire to ask anyone any questions when the time comes for cross-examination you may ask the question yourself. For simplicity sake since Mr. Turner represents the Petitioner we will let him start the proceedings on behalf of the Petitioner.

Mr. Turner then called his first witness, Herman S. Thompson, who being duly sworn deposes and says as follows:

Questions by Mr. Turner:

Q: Your name is Herman S. Thompson and you are one of the Petitioners in the case presently pending before the County Commissioners?
A: Yes sir.

Q: I show you this instrument and ask whether or not you can identify it?
A: Yes.

Q: What is that?
A: That is the deed from Mr. Tolson and his wife.

Q: Involving the property in question?
A: Yes.

Q: Is it or not certified?
A: Yes.

Q: By whom? The Clerk of the Court?
A: Yes.

Q: What date does this Deed bear?
A: 10th day of June, 1966.

Q: And recorded among the Land Records of Queen Anne's County on what date?
A: June 10, 1966.

(Deed offered into evidence as Petitioner's Ex. #1, there being no objections.

Q: I show you another paper writing and ask if you can identify that?
A: Yes, this is the same property that was surveyed by Mr. Nuttle in Chestertown.

Q: Is this the plat that resulted from that survey?
A: Yes.

Q: What date does it bear?
A: August, '66.

Q: What acreage does it reflect?
A: 8.310 acres.

(Offered into evidence as Petitioner's Exhibit #2, there being no objections.)

Q: Now Mr. Thompson, you are petitioning the County Commissioners to have the area of land involved herein to be rezoned from A-2 to R-5, are you not?
A: Yes.

Q: What basis are you relying on for your request to have this area of land rezoned?
A: It seems to be R-5 pretty well all around it and it is the same type of land and I was advised it was R-5 before I bought the property.

Q: Of whom did you inquire?
A: From the Zoning Board and from my Attorney that afternoon after we held the meeting, that it was R-5 and it was okay to buy it.

Q: Then you had made a previous inquiry before you entered into contract to buy it as to whether it was in an R-5 District and you were told prior to the actual purchase it was R-5?
A: Yes.

Q: Mr. Thompson, in the event the Board of County Commissioners grants the rezoning application to what use do you intend to put this property?
A: I intend to make sites for trailers.

Q: Do you intend to simply provide sites for trailers?
A: Yes.

Q: It is not your intention then to sell the land to individuals?
A: Not at this time, no. I would like to provide decent homes for people to live in.

Questions by Elmer Thompson:
Q: Is this a black top road that runs by there, Mr. Thompson?
A: Yes, a County road, this is right on the bend.

Q: Is this the one from Grasonville to Bryantown?
A: Yes, going in by the graveyard.

Q: Do you know what the traffic conditions are on that road, whether it is heavily travelled?
A: Not that I know of.

Q: Would you be in a position to know if this area should be rezoned whether there would be any traffic problem caused there on that road by additional homes in the area?
A: No, all I know is that they are moving houses there now and every now and then they're putting trailers there, so I don't know why a few more would matter.

Q: This land apparently fronts on the road for 21 feet or something like that?
A: No, about 1/2 of it is on the road.

Q: Oh, I see, it is 183 feet here.
A: That is the total width of it.

Mr. Coleman: How large is this piece of ground?
A: A little over 8 acres.

Mr. Coleman: Is it a trailer park? Do you plan any restrictions, or just a trailer here and there, or just what?
A: I intend on putting them in there according to the Zoning Board.

Mr. Elmer Thompson pointed out that in an R-5 area this is a Conditional Use, so if it is rezoned and he decided to have a trailer court he would have to go before the Appeals Board and they could place such restrictions as necessary on the trailers.

Mr. Turner then called his next witness, Mrs. Cleo C. Green, who being duly sworn testified as follows:

Questions by Mr. Turner:
Q: Please state your name?
A: Cleo C. Green.

Q: You are the Zoning Administrator for Queen Anne's County, are you not?
A: Yes, I am.

Q: How long have you so acted in that capacity?
A: Since April 15, 1965.

Q: Do or not your duties, Mrs. Green, include the maintenance, custody, and indeed the knowledge of the zoning maps of Queen Anne's County?
A: Yes.

Q: Will you tell the Commissioners from what sources were the zoning maps compiled?
A: The Sectional Zoning Maps are actually prints of the Sectional Tax Maps of Queen Anne's County, furnished to us by the Department of Assessments and Taxation.

Q: Were the zoning maps which apply to the section in question compiled from that source?
A: Yes.

Q: Do you happen to have the applicable zoning maps with you today?
A: I have our working copies. The originals are in the custody of the County Commissioners here.

Q: Which are under your control and supervision?
A: The working copies. These are filed in the County Commissioners' vault for safekeeping.

Q: Unless there is some objection it is perfectly satisfactory with us to resort to and rely upon your working copies unless Mr. Wood has some objection.

Mr. Wood: I think we are going to have to have all of the maps.

A: You are speaking of both the working copies and the copies adopted? What do you mean by all of the maps?

Q: The working copies are the ones from which you work daily, isn't that true?
A: These are copies of the originals, which are kept here.

Mr. Elmer Thompson: Is there any objection to using the duplicate working copy instead of the original?

A: These copies were made by the Planning Consultant for the Planning Commission to be worked with, and of course the certified copies are kept there, but the same person made those who made these.

Mr. Wood: As I remember the earlier hearing before the Board of Appeals on this same property related to this proceeding, one of the maps shows a slightly different configuration on the colors lines in that area.

A: That is quite possible. With a piece of property the size of this a slight variation could make a difference.

Mr. Wood: That is why I said I felt we should have both of them.

A: That is why I asked to have the certified copies here.

Further questions by Mr. Turner:

Q: Referring to these maps, if there is any way physically possible that you can work with both of them, will you show us where the property which is the subject of this proceeding is located thereon?

A: Parcel 369, Map 58. It is partly within the borders of the map and partly below the borders and what is supposed to be the property line is the same as this arrow. It runs off this tax map and does not appear on Map 65.

Q: It is not picked up on Map 65?

A: No, it does not appear on it at all.

Q: Are the sectional tax maps from which the zoning maps are compiled the results of surveys?

A: According to the statement on the bottom of them they are not.

Q: What does it say? Will you read that into the record?

A: It says, "Compiled by the Department of Assessments and Taxation, Tax Map Division. The information shown hereon has been compiled from deed descriptions and is not an actual survey, and should not be used for legal descriptions. Users noting errors are urged to notify the Department of Assessments and Taxation, 301 W. Preston St., Baltimore 1, Md.

Q: Mrs. Green, in your opinion, and indeed I would say you are qualified to offer an opinion, and continuing to refer to your map, would you say that if Parcel #369 had appeared in its entirety on Map #58 in what zone would it have been?

A: I have no official right to interpret these tax maps. However, the Planning Commission, which recommended it to the County Commissioners for adoption, advised me, and in my hearing its attorney advised Mr. Thompson that the land was in their opinion intended to be R-5 and its poor position on the map was, if there has been any error, conducive to this error.

Q: Is that the reason, in your opinion, that the Planning Commission on April 13, 1967 resolved that a basic mistake in the classification of this lot was made at the adoption of the original Comprehensive Zoning Ordinance?

A: Because of its poor position on the sectional tax map.

Q: At the risk of being repetitious, may I ask you independent of this report and from your full knowledge of the map and the location of this lot thereon, do you feel that an error or mistake was made in the original zoning affecting this property and if so, why do you state that?

A: I don't know what value my opinion would be, Mr. Turner. I have looked at the land. I looked at it last year when it was the subject of my interpretation of the map for the Board of Appeals. Based on what I understand of how zoning lines are drawn, I see very little difference between this soil of this land and that which is in the R-5 zone. In the fact it is wooded does not mean that it would have to be in the A-2 zone. I think the soil is the primary basis on which the determination of the A-2 classification was made by the Planning Commission. I am not a soil expert but this soil does not appear to be a great deal different from the land which is to the East of it, which is in an R-5 zone.

Q: Then is it accurate to say that there was an obvious mistakes made in: #1 - The Sectional Tax Map and the poor location of the lot located thereon, as well as a mistake made in the evaluation of the type of soil here originally?

A: Mr. Turner, it is my personal opinion, and it has always been my personal opinion, that if this piece of property had appeared in its entirety on the Sectional Tax Map it would be in the R-5 zone.

Q: The Sectional Tax Maps and the Sectional Zoning Maps are not the result of a survey? The Zoning Maps are taken from the Tax Maps?

A: The zoning was applied to the Sectional Tax Maps. The Planning Commission did have some soil survey maps provided by the State. They did not have the survey which has recently been completed as it wasn't available. They did in many instances go to look at the land before they determined it was in the A-2 zone. I wouldn't say they visited each specific piece of property.

Q: Again relying on your knowledge of the Zoning Ordinance, is or not the utilization of sites for trailer purposes a permitted use in an R-5 district?

A: On an individual lot it is a permitted use. Trailer sites in trailer parks are a conditional use subject to approvalyby the Board of Appeals.

Q: Similar to the use to which Mr. Thompson testified?

A: That is right.

Q: Would you say, as we have alleged in our Petition, that there is or not a need for R-5 districts in this County to accommodate trailer sites?

A: We have found thru our administration of the law that there is a great need for trailer sites, either individual trailer sites or trailer parks. The County has, I believe, three trailer parks, only one of them of any size, and we continuously have people in our office wanting to know where they can place trailers. We also have people putting trailers where they can't legally stay and then looking for a place to relocate them and having no luck. There is very little R-5 zoning in the County except in the community of Grasonville.

Q: You are aware that this Petition was submitted to the Planning and Zoning Commission for their investigation and study?

A: Yes.

Q: You are also familiar with their recommendations which are contained in their report dated April 13, 1966?

A: Yes, I am.

Q: Did you or not perform any functions as Zoning Administrator in connection with that investigation, study, and report?

A: I would say that my work in connection with that was more as Clerk to the Commission than Zoning Administrator. I took Minutes of the meeting and transmitted the record and certified to it.

Q: Therefore the results of that study as reflected in the report of April 13, 1966 are the findings of the Planning and Zoning Commission and are not as the result of the rendition of any opinion on your part?
A: That is right.

(Tax Map #58 entered as Petitioner's Exhibit #4 and Map #65 is Exhibit #4.)

There were no additional witnesses Mr. Turner wished to present, and no one else who wished to testify in behalf of the granting of the Petition.

Mr. Thompson then asked Mr. Wood to present his case, in opposition.

Mr. Wood stated that he had hoped to wind up the proceedings if it it would be permissable.

Mr. Thompson then asked if anyone else wished to testify in opposition. Catherine H. Scott then came forward and being duly sworn, testified as follows:

Questions by Mr. Elmer Thompson:
Q: Will you state your name and address?
A: Catherine H. Scott, Grasonville, Md.

Q: With relation to the property in question, where do you live?
A: About 3/4 mile away, more or less.

Q: Is that towards Grasonville or Bryantown?
A: Towards Bryantown.

Q: Proceed to tell the Commissioners whatever you wish.
A: I am opposed to the rezoning of the land in question because I feel as though it could open the way to undesirable housing, because we have no guarantee that it wouldn't be sub-standard housing put there instead of trailers. If the permit is issued and the land is rezoned there is a possibility shanties would be brought there instead of trailers. I am positive there is not one of us here who would want that type of housing in our community. As I stated, that is the only reason I am opposed to it, because there is no guarantee that if the land is rezoned that substandard housing couldn't be brought in and that would run down our property values and cause need for more police protection and also cause more problems. It wouldn't do the community any good in general. If substandard housing is considered to be a slum area at the Narrows it would make a slum area in Grasonville if he was to move them. One other question I have on bringing trailers in, I am not too familiar with this type of thing but I know that my sister-in-law who is next door to me wanted to move a small trailer on her land for her son to live in, who is handicapped and she was not permitted to do so. I feel if they can bring trailers in for these people to live in they are not going to have any more space than there was when my sister-in-law applied for her son to live in - and this son is handicapped - he is partially blind.

Q: Are you familiar with the zoning of the land in the area?
A: No, I am not too familiar with it but I feel as though on a home, if there is space enough to put trailers there for people to live in there should be space enough to put a trailer for one person who is handicapped.

Q: Are you familiar with the zone the property is in that you are referring to?
A: R-5. And she was not permitted to put a trailer there for a blind person to live in; a small trailer.

Q: Is the rest of the land on the same side of the road as the property in question, going from this property towards Grasonville, on the same side of the road, built up with homes?
A: Most of it has homes, yes.

Mr. Grollman: Was there any special reason this other woman couldn't have a trailer - was the lot too small or anything?
A: She was informed that the lot was too small. As I say, I am not too familiar with the Zoning laws, but I personally feel that if there was not enough space there for her to put a small trailer for a person to live in I can't see where there is enough space on the land in question to bring a number of trailers for a number of people to live in.

Mr. Grollman: Then there wasn't enough land then - it wasn't because of improper zoning?
A: No, it was not because of improper zoning.

Mr. Coleman: Do you consider trailers sub-standard homes?
A: No, I don't consider trailers as sub-standard homes, but how do we know we will get the trailers and not the shanties?

There being no further questions anyone wished to ask Mrs. Scott, Mr. Thompson then asked for anyone else who wished to testify to come forward. Grace L. Berry came forward to testify and being duly sworn deposes and says as follows:

Questions by Mr. Thompson:
Q: Your name and address please.
A: Grace L. Berry, R. #1, Box 19, Grasonville.

Q: With relation to the property in question, where is your home located?
A: About 3/4 of a mile.

Q: Is it on the same road?
A: No.

Q: Is it on a different road?
A: Yes.

Q: Is it on the Grasonville side of this property or the Bryantown?
A: Grasonville.

Q: What did you want to tell the County Commissioners?
A: I want to tell the Commissioners that in our neighborhood we take care of our properties and we try to build up our properties and a respectable neighborhood, and we don't want our properties devaluated by having shanties and undesirable people come in and lower the values of it. I think I heard a question asked about traffic problem - we already have a traffic problem.

Q: On this particular road?
A: Yes, on both particular roads. Everybody on both sides use the same road. I use this road often.

Q: Is traffic heavy?
A: Yes. Sometimes you can hardly get through there and you have to stop and if he is going to put a half-dozen or more shanties on an 8 acre plot I don't think it is going to help the community.

Q: Is this a regular County road - black topped? Hard surface?
A: Yes it is.

Q: You say it is heavily traveled?
A: Yes, very heavily traveled. That is our main reasons. We don't object to Mr. Thompson wanting to help them people but we certainly don't want any undesirables from the Narrows stuck back in our community. If they don't want them down there we certainly don't want them up here. If he wanted to put up some project homes and let them buy them like we bought ours nobody would object to that. I don't approve of trailer homes at all. I don't know how they can put a lot of them on 8 acres when they tell one person that their property is too small.

Mr. Grollman: It comes up today about shanties. Mr. Thompson hadn't said anything about shanties. He said he plans on putting trailers there.
A: It didn't come up today. Today is the first time I heard of a trailer.

Mr. Herman Thompson: You wouldn't have any objection to a nice brick home going up there?
A: I certainly wouldn't. I wouldn't have any objection to a good looking bungalow if the people are going to pay for it themselves and not Mr. Thompson to pay for it and they just tear it down and put a lot of garbage outside and everything, where we have to watch them. That is the thing we don't like.

Mr. Elmer Thompson: From what you have said here I take it you own your own home?
A: I certainly do and you can come by there any time and see how it is kept up. I have been owning it for years.

No one wishing to ask Mrs. Berry any more questions, Mr. Thompson called the next witness, Wilford Tingle, who being duly sworn testified as follows:

Questions by Mr. Elmer Thompson:
Q: State your name and address.
A: Wilford Tingle, Grasonville on Rt. 50.

Q: With respect to this particular piece of property, how far away is your home located?
A: I am located on Rt. 50 about 500 ft. from Kimble's Shell Station, and it is almost directly across from the Chesapeake Motel.

Q: Do you own one of those two homes located there?
A: Yes, the white one.

Q: About how far from this piece of property in question is that?
A: Around about four or five miles.

Q: What did you want to tell the County Commissioners?
A: As already has been said, I am strictly against changing the zoning due to the fact that Mr. Thompson owns the shanties, as has already been said, and we have no proof that they won't be the next step. Once the rezoning is permitted that will be the next step - the shanties.

Q: Would you be opposed to any step which would allow the placing of shanties on this property?
A: Yes, I would.

Q: Would you have any objection to a trailer court?
A: No, I wouldn't object to a trailer court.

Q: Would you object to a subdivision of small homes or duplex homes on this?
A: No.

Q: Your objection then is the fear of the moving of these shanties?
A: Yes, that is my objection. Would there be any way that there would be a legal statement filed that if this property was rezoned the shanties couldn't be moved there?

Mr. Grollman: Would you object to the piece of property being rezoned if it were not Mr. Thompson, if it was John Doe that came up to get the ground rezoned?
A: It all depends on the use that I felt they had for it. It wouldn't make any difference who the person was, but the use would make a difference.

No one wishing to ask Mr. Tingle any further questions, Mr. Thompson then asked if anyone else wished to testify. Amelia Bouldin, the next witness, being duly sworn deposes and says as follows:

Questions by Mr. Elmer Thompson:
Q: State your name?
A: Amelia Bouldin.

Q: Where do you live?
A: I live at Grasonville, in the area of this property.

Q: Do you live on the same road?
A: Yes I do.

Q: You live on the Grasonville side?
A: Yes.

Q: What did you wish to say?
A: I feel like I am opposed to trailers, even, in a way, if they are not standard trailers for people to live in, because if you don't have enough to do you are constantly outside. It is a lot of children also and that means children don't have anything to do if you only have one or two rooms and you have to come out and they're all over the neighborhood. I have experienced this from some people who have already moved in the area where I live. I would be particularly involved in that, because when you have children you can't very well keep them from each other and sometimes they are desirable and sometimes they aren't. I am opposed to more than two houses going there. I don't even know how large it is.

Q: The evidence says it is a little over 8 acres.
A: And there would be what - 20 trailers going back there? I am really opposed to that - to rezoning the area for that purpose.

Q: As I understand it you would be opposed to rezoning the area for that purpose? You would be opposed to any rezoning which might cause a large influx of population for trailer use here?
A: Yes, if the people are not desirable. We have worked very hard for the homes we do have. It shows we make good use of our money. Do trailers devaluate the property any? Would it make our taxes cheaper?

Q: You say you own your own home?
A: Yes we do and we don't feel like paying for something after you have put a lot of hard work and labor into something and have it go down to nothing. If you put up a house and then if you say I want to sell this place - well - $500 or so - it is not worth our work and we may as well be like the other people and live off of somebody else.

There being no further questions anyone wished to ask Amelia Bouldin, Mr.Thompson then called for the next witness. Dorothy K. Bouldin then came forward and being duly sworn testified as follows:

Questions by Mr. Elmer Thompson:
Q: What is your name and address?
A: Dorothy K. Bouldin, R. #1, Box 93, Grasonville.

Q: With reference to the property being considered here, where do you live?
A: About four or five doors from the property.

Q: Four or five lots away?
A: It's not lots, its lot.

Q: On the Grasonville side of the property, or going towards Bryantown?
A: On the Grasonville side.

Q: Do you own your own home?
A: Yes.

Q: What would you like to tell the Commissioners?
A: If the property is going to be used for homes that are desirable I am not opposed to it, but I am opposed to bringing in undesirable shanties or what-not to put on the property.

Q: How about trailer sites, or a trailer park as has been mentioned here?
A: I understand you can't put but so many trailers. You have to have so many feet for each trailer, don't you?

Q: There are certain restrictions, yes.
A: Okay, it can't house but so many. It is a busy road. The traffic is heavy and we have children. I am not opposed to houses but how do we know that after he gets this rezoned to an R-5 that he can't put anything he wants on that property.

Q: He could put anything that is permitted in an R-5 zone, yes, but not anything he wants.
A: That's what we want to know. If it is changed to an R-5 zone he can't put everything he wants there but something that is standard?

Q: Is your home in an R-5 zone?
A: No it isn't. We are classified in an A-2 zone as I understand it. Before it was rezoned it was before we built our home.

(After checking the Zoning Map it was determined she was in an R-5 zone on the map.)

Q: If the rezoning should be granted he would be able to put anything on his property that you can put on yours. He would be in the same zone as you are.
A: How do we know he is not going to put them condemned shanties there? If they are undesirable at one place aren't they undesirable in another?

Q: In other words you are opposed to the possibility of shanties being moved from the Kent Narrows up to this area?
A: That's right. Absolutely!

Q: Or like shanties being built?
A: Absolutely!

Q: Are you opposed to trailer homes or mobile homes being put in there?
A: A mobile home is fine but I understand a trailer lowers the property values, so I wouldn't know. I am not too familiar with that.

Q: Are you opposed to the possibility of a trailer park there?
A: No comment on that.

Mr. Coleman: You are opposed to what you think might go there, whether they are trailer homes, or mobile homes, or individual small homes, or what-not?
A: That's right. We have no way of knowing what is going there.

There being no further questions anyone wished to ask Amelia Bouldin, Mr. Thompson asked if anyone else wished to testify in opposition. Mabel Fassett, being duly sworn, deposes and says as follows:

Questions by Mr. Elmer Thompson:
Q: State your name, please?
A: Mabel Fassett.

Q: Where do you live?
A: Grasonville. Right across from Mr. Thompson's lot.

Q: Do you mean the lot to be rezoned?
A: Yes.

Q: You live right across from it?
A: Yes.

Q: What did you want to tell the Commissioners?
A: The only thing I want to say is that I am opposed to the shanties, and whether or not if it is rezoned will Mr. Thompson be able to move anything over there, such as shanties or old broken down trailers or anything like that.

Q: Would you be opposed to a trailer park there, where people brought in their own trailers and rented space?
A: Yes, there is too much traffic on that road now. They drag race down there. There are a lot of children on this road.

Mr. Thompson recalled Mrs. Green to the stand, as no one else had wished to testify.

Questions by Mr. Elmer Thompson:
Q: Mrs. Green, what is the minimum size home that can be built in an R-5 District?
A: Individual home?

Q: Yes.
A: 400 sq. ft.

Q: How much land has to be with that?
A: An individual home on an individual lot is 20,000 sq. ft.

Q: Is it possible to have row houses?
A: You can have multiple family dwellings, either 2 families or more, apartments.

Q: Is there any area restriction on that? Floor space?
A: It depends on the number of families and number of stories, I believe, Mr. Thompson. Yes.

Q: Is there a floor space per family?
A: Yes.

Q: What is that?
A: 400 sq. ft. is minimum floor space per family.

Q: With regards to trailers, how much land area has to be around each trailer?
A: 2500 square feet.

Q: Are there any buffer zones provided for?
A: 50 feet between any trailer site and any adjoining property.

Q: Now that 50 feet, can it be included in the 2500 feet area?
A: I don't interpret it that way. When it says the trailer site can be this it means the trailer site is 2500 square feet standing alone.

Q: And the closest boundary line from the 2500 square feet must be 50 feet from any boundary line?
A: From any boundary line.

Q: Is there any provision in the ordinance with regard to water and sewer for trailers?
A: Article 17 carries the general provisions for trailer parks. Of course in any district these are subject to the Board of Appeals. Sec. 17.05, subsection 17.053 carries the provision that every trailer park shall comply with all sanitary and other requirements prescribed by law or regulation, and then it sets out the buffer zone and the minimum area per trailer site and the fact that trailer sites and non-accessory buildings on the trailer park site in the aggregate cannot occupy more than 25% of the gross area of the lot.

Q: Except for the 400 sq. ft. per family are there any restrictions on the type and quality of home that can be built?
A: There is no restriction on the type and quality of home anywhere in Queen Anne's County to my knowledge, Mr. Thompson.

Q: As long as it complies with the 400 square feet?
A: And the water and sewer meet the requirements of the Health Department.

Mr. Thompson stated he did not call Mrs. Green back either for or against the Petition, but merely to clear up some of the points brought up by some of the people here.

Mr. Wood then called Mrs. Scott back as his witness.

Questions by Mr. Wood:
Q: Mrs. Scott would you tell the Board whether or not you own your own home?
A: Yes. My husband and I own our own home - Walter R. Scott.

Q: Would you tell the Board what you feel is the present market value of your property?
A: It is hard to say because it is a home and beauty shop combined.

Q: Would you hazard a guess as to the value?
A: I would think $13,000 or $14,000.

Q: You have heard several witnesses talk about a traffic hazard. What have you to say on that subject?
A: It's true about the traffic hazard. They have signs along the road, speed not to exceed 30 miles per hour but the citizens don't pay too much attention to it, they go 50 and 60. There are children I would say on 3/4 of this Cemetery Road that runs along there and they sort of disregard the children. So far there haven't been any deaths. In December of 1965 an accident occurred in front of our house and I am sure some of these men will remember it, because Mrs. Stubbs' mother works on the Bay Bridge, and she had to be driving at a high speed because when she struck a car parked in front of our house she died from the accident, from her injuries, because of the impact.

Q: How far are you from this property?
A: You mean this property in question?

Q: Yes.
A: I would say about 3/4 mile more or less, I don't know exactly.

Q: Do you know how much road frontage there is of this property on the road?
A: No.

Q: Describe to the Board where that frontage is in relation to the right angle corner in the road. Is it right on the corner, or some distance from it?
A: You mean the property in question?

Q: Yes.
A: It is more or less on the curve.

Q: Is it North of the curve or East of the curve or what?
A: I would say more or less North of it.

Q: Describe what the property is like as far as being cleared or wooded.
A: It is partially wooded. Now I haven't been back there for a while, but the last time I was back there it looked like there were places cleared, say for a building the size of this room, and there was space enough for one of these units. There didn't seem to be any place for any lawn or anything else. I don't know why anyone would want to live in such a place. I wouldn't want to.

Q: Is the land about the same elevation as the land North of it?
A: I would say so.

Q: Is it high or low?
A: When I was there it was dry.

Q: Did you walk very far back on it?
A: Just part of it because what really attracted my attention was that I saw shells and I walked back there, and when I went back there it was warm, and the maggots were just awful. You could walk just so far and no further, because of the smell, and it would make you sick to look at them. I can't imagine anyone in this modern day putting the shells there and leaving them uncovered, because the flies go back there on these nasty insects and then when you open your doors they come in to your homes and get on your food or babies. They certainly would carry bacteria.

Q: Were the shells dumped in the newly opened right of way?
A: There had been a road cleared on this land and they put the shells there - I suppose to make it harder.

Mr. Elmer Thompson: Were these clam shells or oyster shells?
A: They were clam I think.

Further questions by Mr. Wood:
Q: Are you familiar or not with the availability of other property in this area for residential purposes? Is there other property that is for sale for residential purposes in the general neighborhood?
A: There is not much property for sale, with one exception, and that is near where I live. I think Mr. Billy Ruth and Rada had purchased land which originally belonged to my father in law and they have lots for sale.

Q: Have they sold any? To your knowledge.
A: Not to my knowledge, but there are some for sale.

Q: How many?
A: I would guess at least 8 or more.

Q: How long have they been for sale?
A: All of this year I know.

Q: Could it be longer than that?
A: It could be longer but I wouldn't want to say for sure. It could have been last year but I wouldn't say definitely.

Q: Is it your opinion that a trailer park would depreciate the value of your property, or not?
A: Yes, unless it was the house-type trailer because then I don't think they depreciate as much as a commercial trailer. There are many types of trailers you can get - I know because I tried to purchase one for my nephew. Some of the trailers you can get are about as broken down as these shanties they were talking about.

Mr. Wood then re-called Mrs. Berry to the stand, who testified as follows in answer to questions:

Questions by Mr. Wood:
Q: Mrs. Berry, would you give the Board your opinion of the present market value of your property?
A: About $20,000, land and all.

Q: You said you feel there is already heavy traffic on that road. Is that mostly local people or not?
A: No. There are a lot of sight-seers.

Q: You also said you thought it would be undesirable to have the people from the Narrows resettled and stuck back there in the woods. Is it your opinion that this whole property is wooded or not?

A: From what I can see of it it is wooded. I don't see nothing but woods and a little path going through it.

Q: Where is the entrance to this property? Is it right on the corner or not?
A: In my estimation it is right on the corner.

Mr. Wood then called Frank M. Hardy, who being duly sworn, deposes and says as follows:

Questions by Mr. Wood:
Q: State your name and address, please?
A: Frank M. Hardy, Queenstown.

Q: What interest have you in the subject matter of this hearing?
A: My primary interest is that I am a stockholder of Wye River Farms, Inc., which is a Maryland corporation, and its primary interest here would be that it owns land that is contiguous to the area and has under contract of sale a piece of land which is in very close proximity to the property in question, and its zoning at present is a combination of A-1 and A-2, the more Western part of the property which we have under contract is A-2; and since it is on the same side of the road and lies in the same East-West direction, I see no reason for our property which is A-2 to be zoned R-5 and I am not petitioning that you do so. I feel that this land of Mr. Thompson's should reamin as A-2. I feel it is a great deal of doubt, from what I have heard, as to what is going to transpire on this property in the way of homes. I think maybe Mr. Thompson could enlighten all of us as to whether we are talking about the resettlement of shanties or are we not. If we are, I think we are all very familiar with the problems that have occurred in the Narrows for years and we certainly in this day and age want to hide them in the woods.

Q: Are you familiar with the Rada lots that have been referred to?
A: Yes.

Q: Have you any idea how many there are?
A: I am not exactly sure but I think there are 11 or 14. They adjoin the Wye River Farms property.

Mr. Wood then asked to testify himself and being duly sworn testified as follows:

Mr. Wood: My name is J. Howard Wood, and I reside at Centreville, Maryland. I want to testify that in addition to representing Wye River Farms I represent Francis A. Fisher at this hearing, because just prior to the hearing he told me he had expected to testify in his own behalf but had to leave to go on his school bus route and his substitute didn't appear as arranged and he wanted me to express his opposition and I felt I should so testify and have recorded his opposition. His opposition is based on much the same reasoning as that of other witnesses. I don't know as there are any other principle facts as to his reasoning but his stand to oppose it is clear since he owns 40 or 50 acres adjoining this particular property and it is zoned partly R-5 and partly A-2. I wanted the Board to have the benefit of this information.

There being no further witnesses who wished to testify in opposition, Mr. Thompson then stated Mr. Turner wished to recall a witness who testified in favor of the Petition. Mr. Turner recalled Mr. Herman Thompson who testified as follows:

Questions by Mr. Turner:

Q: Mr. Thompson, there has been a great deal of testimony that notwithstanding the fact that you on direct examination testified as to what your purposes were. Would you reiterate what your intended use of this property is?
A: For trailer sites.

Q: Is there any idea whatsoever on your part to relocate on this site any of the shanties which are on your property or anyone else's at the Narrows?
A: No. The shanty deal got out of hand. The shanties I was supposed to give away are gone and some of those people have took those shanties and made nice homes out of them. I never had a chance to build them up like they should have been built. They had to be built up, as she just told you, to 400 square feet. But the shanties are gone. I don't know why the shanty deal came up.

Q: Then you have no intention or thought of placing any of the shanties which have heretofore been located at the Narrows, on the property in question?
A: No, I have not. I would like to say that if it had of went through there would have been decent housing. I had receipt for the money, but it never went through just because a lot of big mouths jumped into it that didn't know what they were talking about. That is the whole story.

Q: Even at that time you intended to improve them to make them more attractive as someone else has done in another part of Grasonville?
A: That's right.

Q: Reference has been made to the condition of this land, which is partially cleared and partially wooded. Would you tell the Commissioners what your plans are in that connection?
A: I had started clearing it off but stopped when this other deal came up.

Q: If the land is rezoned do you intend to clear it attractively to accommodate these mobile homes?
A: You have to clear it some to get them in there.

Q: I mean do you intend to clear some of it and leave some of the pines standing and that sort of thing?
A: Yes.

Q: It is your understanding, is it not, that only 25% of the total area could be used for the location of trailers?
A: I wasn't until a little while ago.

Q: But you are aware of that now?
A: I am now. But you have to go by what the book says.

Mr. Elmer Thompson then said that they would now go into the cross-examination of witnesses, and since Mr. Herman Thompson was the first witness asked if anyone wished to cross-examine him.

Questions by Mr. Wood:

Q: Mr. Thompson, where would you apply to find persons to rent trailers sites on this property?
A: I wouldn't apply. I think I would have them come to me.

Q: Would that be persons now residing in what are referred to as "shanties" at the Narrows?
A: I would say part of them would be.. Anyway, what is the matter with the people at the Narrows?

Q: I am simply asking you whether or not that is your intention to make them primarily available to persons now residing in shanties at the Narrows?

A: No, I wouldn't say primarily. The man that can buy a trailer, I don't care whether he is from the Narrows or where, and can pay for a lot with water on it, has got to have a right good income and be a fair citizen.

Q: You don't intend to buy trailers yourself and put them on it?
A: No sir.

Q: A year ago you had plans to locate 18 families on this plot, is that correct?
A: No, that was a mistake.

Q: That was the plan that was actually filed?
A: Yes, but that was a mistake. That is what I was told by the Zoning Board I could put there.

Q: At that time you didn't know you owned 8 acres did you?
A: No, it was a tax sale purchase and we had it surveyed and found some mistakes in the line.

Q: What did you pay for the property from Mr. & Mrs. Tolson?
A: I don't see where I have got to answer that.

Q: It's a perfectly fair question, what is your investment here. I should think the question of hardship in the individual ownership of this lot would be one of the factors in the case.
A: I gave a thousand dollars for it approximately.

Questions by
Mr. Hardy: Mr. Thompson, what is your connection with the oyster business?
A: I own and operate an oyster business.

Q: Do you own shanties in the Narrows?
A: Yes.

Q: Roughly how many shanties do you own?
A: I don't know how many are there right now - 20 or 25 I guess.

Q: How many people do you employ?
A: Around 45 on an average. I would say about a third of them come there in cars.

Q: Earlier you said you do not plan to sell of any of this land?
A: I don't at the present time.

Q: This would be on a lease basis to your employees?
A: No, it would be more of a rental deal.

Q: How many people do you think might come from the Narrows to your property?
A: I don't know whether I can answer that, or anybody else.

Q: But your prime offering is going to be to those people?
A: I wouldn't say so.

Q: Being very familiar with the Narrows area as you are, what would you estimate the average income of the people in the Narrows to be - would you say they earn a medium income?
A: Yes, I would say so.

Q: Have there been any crime problems in the Narrows?
A: Yes; also out where this lot is.

Q: Would you say the incident of crime is higher there in the Narrows?
A: I have no way of telling.

Q: I will offer to the Board of Commissioners the fact, that if we will procure the Police records in the County we will find, I would be willing to bet, that the highest incident rate of crime of the more serious type, such as assault, rape and so forth, is in the Kent Narrows. That most of the higher sentences that are meted out by the Courts in the County are to those in the Narrows. It is unfortunate that these people are caught in an economic system from which they can barely escape. I do not plan to go into the pros and cons here this afternoon of the Narrows but every decent citizen in the County knows there is a problem there and has been for some time. We do know that the way to solve it is not to take these people and plant them in accommodations which are identical and hiding them in the woods. Mr. Thompson has shown his connection with this area.

Mrs. Scott: Mr. Thompson, I understand there has been some question about these people paying low rent for the shanties. If they cannot afford to pay, say $2.50, for the shanties how will they pay for a trailer?
A: They do not pay any rent.

Mrs. Scott: I understood they pay $2.50.
A: Not mine. They don't pay any rent.

Mrs. Scott: What I am asking is if they can't afford to pay rent for the shanties they live in, how can they pay for a trailer?
A: They make enough to pay rent for the trailer.

Mrs. Scott: They don't use it to the best of their ability.
A: Well, that's up to you and them, not me.

Mrs. Scott: Not to me, because I try to help myself. I have also tried to help them but you just don't get thru to them.

Mrs. Bouldin: Mr. Thompson, if the zoning should be changed for trailer sites how would sanitation be taken care of - like the trash? If you are renting them would you have trucks to pick up the trash?
A: I haven't gone into the details that far. There's no use going into that until we find if it can be rezoned. Who hauls your trash?

Mrs. Bouldin: I do - my husband does.
A: Well, maybe he'll have to haul their trash, I don't know.

Mrs. Bouldin: Well, that's real nice to move somebody up there who may move their own trash and they may not. That would devaluate our property. We are getting enough problems from the clam shells which are there and the flies.
A: I have seen a lot of trash on that line fence down there.

Mrs. Scott: I heard someone mention the crime in our area. I have lived there 21 years this past May and have never had any reason to call the police to arrest anyone.
A: From no one that lives in your section?

Mrs. Scott: We have never had to call the police for anything except for this accident I mentioned in December of '65 when Mrs. Stubbs was involved in the accident. I am talking about for stabbing someone or that sort of thing.

Mr. Hardy: You do plan to relocate citizens of the Narrows who now reside in the Narrow on this property?
A: Some of them. The good ones.

Mr. Hardy: You are going to differentiate between which ones are good and which ones are bad?
A: The bad ones can't afford to go there.

No one wishing to ask Mr. Thompson any more questions, Mr. Wood then called Mrs. Green for cross-examination.

Questions by Mr. Wood:

Q: Mrs. Green, the scale of your maps is 1" = 600 ft. are they not?
A: The sectional tax maps?

Q: Yes.
A: Yes.

Q: So that on Sectional Map #58, Exhibit #3, of the Petitioners, that is the map which shows this property, is it not, down at the very extreme bottom of it?
A: That is right.

Q: If that lot were shown on that Sectional Map in scale with Mr. Nuttle's later survey which has a length of over 2000 feet then that lot would appear to be 3 or 4 inches long, would it not?
A: I haven't looked at Mr. Nuttle's survey, and I don't know how deep it shows. The over-all length of the North line depth is 2013 ft. and the South is 2067.75. At the ratio of 1" to 600 feet you have between three and three and a half inches.

Q: Actually the line that is shown there is nowhere near that long is it?
A: The Northern line would appear to be 1½" or so.

Q: You would have to more than double the length of the lot to put it in the scale on that map. How about the width of it, does that seem to be in the neighborhood of 183 feet, which would be a little less than 1/3 of an inch?
A: It is at least 1/3 of an inch.

Q: The width is ample but the length is less than 1/2 of what it should show in your rough judgement, as in mine?
A: Rough, yes.

Q: Do you recall what the actual frontage is of this lot on the road?
A: I don't recall it, no.

Q: Do you remember the proceeding a year ago before the Board of Appeals? If I were to tell you that at that time you testified that the frontage of the lot on the road was approximately 93 feet would you recall?
A: I remember it was a little less than 100. I have the record here if you want me to be specific.

Q: Where is the entrance to this property with respect to the corner there, as you remember?
A: I would say that the road which Mr. Thompson put in is, as I remember it, slightly North of being on the line with the road as it turns and goes East.

Q: Except for recent clearing a year ago in small spots, it is true that this property is heavily wooded is it not?
A: I do not know whether you would say heavily wooded or not. I don't really know what heavily wooded means.

Q: Well it is entirely wooded?
A: Yes. There is a lot of undergrowth. I don't know how many trees of any value would be there.

Q: I think you just said you are not familiar with Mr. Nuttle's survey map is that correct?
A: I have not looked at it. I know that it showed an increase in the property from what he originally thought to be two acres to eight acres and it primarily was in the depth of it.

Q: One of the reasons a year ago that you asked for an adjustment of the map -
A: I asked for an interpretation.

Q: Interpretation and adjustment.
A: I don't think I asked for any adjustment. I asked for an interpretation.

Q: I would like that to be clear in the record because it is material.
A: It may have come out that way from the Board of Appeals but the request was for an interpretation. Well, it says interpretation and adjustment so obviously that is the way the law is that it should be worded. But it says here (referring to her request), "Brief Statement of Relief Requested. Interpretation of zoning map in such a way as to carry out the intent and purpose of the Comprehensive Zoning Ordinance for Queen Anne's County, particularly the section in question." The top part says, "Application is hereby made for - check one" and this is where the interpretation and adjustment appears, of the zoning map and district lines.

Q: Was the Planning and Zoning Commission familiar with this survey map when they made their last report?
A: I am sure they were. It was attached to the Petition when it was referred to them by the County Commissioners.

Q: When you gave your opinion to Mr. Turner in direct testimony I wonder whether or not these opinions are affected at all by the change in the known size of the lot?
A: My opinion? No sir.

Q: To clarify that, one of the reasons that you argued the map should be changed was that this was a small property. At that time you thought it was two acres and somewhat larger than those in the neighborhood.
A: Well, it still is small in relation to the large wooded, poorly drained parcels of property which are primarily in an A-2 zone. I think thatis what I was thinking of, Mr. Wood.

Q: You are familiar with other A-2 wooded areas in the County, are there not a number of lots in small ownership in an A-2 zone?
A: There might be some, yes.

Q: Take one out in Spaniard's Neck, the George Young property?
A: I don't know the size of those pieces of property. I know the land and know that primarily for most of the year it is under water, most of it.

Q: There is a very large area there on the Spaniards Neck Road on the right and running all the way over towards Burrsville. Do you know whether any of the properties are included in that?
A: I really don't know. I was of the opinion that a number of them were of considerable acreage, but I could be wrong.

No one else wished to ask any questions. Mrs. Green asked if she might make the following statement in lieu of statements made in some of the testimony:

As has been stated, if this should be rezoned and it should be followed by approval by the Board of Appeals there are regulations which have been adopted by the Planning Commission which would require recepticles placed strategically for garbage and these have to be emptied and the trash hauled away periodically. These things are governed. There is also provision in the regulations for various other things that I think would perhaps relieve your concern a little bit if it should reach this point. They do not appear in any law but they are required by the Planning Commission, as to the type of roads, and so forth.

No one wished to cross examine any of the other witnesses, so they were not called.

I hereby certify that the aforegoing is a true copy of the testimony taken in this case in the matter of the Petition of Herman S. Thompson and Mildred C. Thompson, his wife before the Queen Anne's County Commissioners on Wednesday, May 31, 1967 at 2:00 o'clock P.M.

Florence L. Sutton, Reporter
Notary Public, Kent County, Maryland
My commission expires July 1, 1969

30/

WY RIVER FARMS, INC. et al	*	IN THE CIRCUIT COURT
vs	*	FOR
HERMAN S. THOMPSON et al.	*	QUEEN ANNE'S COUNTY
	*	IN EQUITY
	*	CHANCERY CAUSE NO. 4885
	*	

MEMORANDUM OPINION

Plaintiffs have filed a bill of complaint praying that rezoning of defendant Thompson's land by the defendant County Commissioners be declared void, that added testimony be allowed and for general relief. On July 19, 1967 the Court directed the defendants to show cause by August 22, 1967 (15 days after the August return day under Maryland Rule 102) why the prayers should not be granted provided a copy of the Bill and Order be served upon the defendants by August 7, 1967 (the normal return day). In compliance with Rule 103 b, c and e a summons was issued returnable the first return day after its issuance. The content of the summons was as set out in Rule 103e. The Thompsons were served July 24, 1967 and the Commissioners July 25, 1967. A copy of the summons, bill and show cause order was left with each. On August 21, 1967 said defendants all filed two identical motions: to strike out the show cause order because its issuance violated Rule 324 (b) (1); and, to dismiss the bill because of said faulty issuance of said order and service of process in violation of Rule 103 b, c and e.

Working backward, an erroneous issuance of a show cause order is no basis for dismissing a bill therefore that motion is denied. It further appears that it was "reasonably necessary" (indeed, in the defendants' interest) "to require a responsive pleading, or other defense, to be filed, or other action to be taken" and therefore the Court (Keating, J.) could "in its discretion, issue such show cause order," Rule 324 b 2. The Court has already indicated Rule 103 b, c and e were not violated.

LIBER 7 PAGE 192

ORDER OF COURT

Pursuant to the foregoing Opinion, it is this 2nd day of June, 1969 by the CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ORDERED that the Motions referred to therein be and they are hereby denied, Defendants who filed said Motions to plead within fifteen (15) days.

H. Kenneth Mackey
JUDGE

Filed June 4, 1969

le Chancery #4885

The Second Judicial Circuit of Maryland

HON. J. DEWEESE CARTER
CHIEF JUDGE
DENTON, MD.
HON. EDWARD D. E. ROLLINS
ASSOCIATE JUDGE
ELKTON, MD.
HON. GEORGE B. RASIN, JR.
ASSOCIATE JUDGE
CHESTERTOWN, MD.
HON. HARRY E. CLARK
ASSOCIATE JUDGE
EASTON, MD
HON. H. KENNETH MACKEY
ASSOCIATE JUDGE
ELKTON, MD.
HON. B. HACKETT TURNER, JR.
ASSOCIATE JUDGE
CENTREVILLE, MD.

CAROLINE COUNTY
CECIL COUNTY
KENT COUNTY
QUEEN ANNE'S COUNTY
TALBOT COUNTY

May 21, 1969

Edward Turner, Esquire
109 Lawyers Row
Centreville, Maryland 21617

James E. Thompson, Jr., Esquire
117 Lawyers Row
Centreville, Maryland 21617

Gentlemen:

Reference Chancery 4885 assigned to me to dispose of your Motions, I have reviewed the file and the Maryland Rules which you cite. You raise a legal question requiring no evidence. While I have not had the benefit of your legal arguments, based on what I have read I will dismiss your Motions unless you can persuade me to the contrary by written brief (or oral argument in Elkton if you wish at 9:00 A.M. any morning) before May 29, 1969. A tentative Opinion and Order are enclosed for your benefit. If you are coming to Elkton bring Dave Bryan or Howard Wood with you.

With kind personal regards, I am,

Sincerely yours,

H. Kenneth Mackey

HKM:mj
Enc.

The Second Judicial Circuit of Maryland

HON. J. DEWEESE CARTER
CHIEF JUDGE
DENTON, MD.
HON. EDWARD D. E. ROLLINS
ASSOCIATE JUDGE
ELKTON, MD.
HON. GEORGE B. RASIN, JR.
ASSOCIATE JUDGE
CHESTERTOWN, MD.
HON. HARRY E. CLARK
ASSOCIATE JUDGE
EASTON, MD
HON. H. KENNETH MACKEY
ASSOCIATE JUDGE
ELKTON, MD.
HON. B. HACKETT TURNER, JR.
ASSOCIATE JUDGE
CENTREVILLE, MD.

CAROLINE COUNTY
CECIL COUNTY
KENT COUNTY
QUEEN ANNE'S COUNTY
TALBOT COUNTY

June 3, 1969

Mr. Charles Cecil, Clerk
Circuit Court for Queen Anne's County
Centreville, Maryland

Dear Mr. Cecil:

Enclosed please find the Chancery File No. 4885 which you forwarded to me at the direction of Chief Judge Carter. Also enclosed find a Memorandum Opinion and Order of Court denying the motions of certain defendants and ordering them to plead within 15 days.

Very truly yours,

H. Kenneth Mackey

HKM:mj
Enc.

cc. Edward Turner, Esquire
James E. Thompson, Jr., Esquire
Wood and Bryan

31

WYE RIVER FARMS, INC., a Maryland corporation, et al PLAINTIFFS	:	IN THE CIRCUIT COURT FOR
vs.	:	QUEEN ANNE'S COUNTY
HERMAN S. THOMPSON and MILDRED C. THOMPSON, his wife, et al DEFENDANTS	:	IN EQUITY
		CAUSE NO. 4885

ANSWER
(TO BILL OF COMPLAINT AND ORDER TO SHOW CAUSE)

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Now comes Herman S. Thompson and Mildred C. Thompson, his wife, and for Answer to the Bill of Complaint and Order To Show Cause, heretofore filed in this Cause, respectfully represents unto your Honor:

1. That the Defendants, Herman S. Thompson and Mildred C. Thompson, his wife, admit the allegations contained in Paragraph One of said Bill of Complaint.

2. That the Defendants, Herman S. Thompson and Mildred C. Thompson, his wife, admit the allegations contained in Paragraph Two of said Bill of Complaint.

3. That the Defendants, Herman S. Thompson and Mildred C. Thompson, his wife, admit that Wye River Farms, Inc., a Maryland corporation, is the owner of fourteen (14) tracts of land in the vicinity of the lands belonging to Herman S. Thompson and Mildred C. Thompson, his wife, which is the object of this proceeding, but are not familiar with their exact location in relation to the land of the said Herman S. Thompson and Mildred C. Thompson, his wife.

4. That the Defendants, Herman S. Thompson and Mildred C. Thompson, his wife, admit the allegations contained in Paragraph Four of said Bill of Complaint.

5. That the Defendants, Herman S. Thompson and Mildred C. Thompson, his wife, admit the allegations contained in Paragraph Five of said Bill of Complaint.

6. That the Defendants, Herman S. Thompson and Mildred C. Thompson, his wife, admit that they are the owners, and not the reputed owners, of the lot or parcel of land described in the deed and referred to as "The Thompson Lot" from James S. Tolson and wife dated June 10, 1966, and recorded among the land records of Queen Anne's County in Liber C.W.C. No. 22, folio 241.

7. That the Defendants, Herman S. Thompson and Mildred C. Thompson, his wife, admit that "The Thompson Lot" was surveyed by William H. Nuttle of Chestertown, Maryland.

8. That the Defendants, Herman S. Thompson and Mildred C. Thompson, his wife, admit the allegations contained in Paragraphs Eight, Nine, and Ten of the said Bill of Complaint.

9. That the Defendants, Herman S. Thompson and Mildred C. Thompson, his wife, have no knowledge of the allegations contained in Paragraph Eleven of said Bill of Complaint and therefore cannot either admit or deny them except they admit that the property referred to in sub-sections (b) and (d) are subject to a valid mortgage to the said Herman S. Thompson.

10. That the Defendants, Herman S. Thompson and Mildred C. Thompson, his wife, deny the allegations in Paragraph Twelve of the said Bill of Complaint; and that further answering 12 (a) they deny the allegations contained therein; and further answering 12 (b) (1) they admit that the advertisement in the county newspaper referred to "The Thompson Lot" and admit that no reference in said advertisement was made to any proposal to rezone the 500-foot strip of land hereinbefore referred to or any part thereof; 12 (b) (2) they have no knowledge of the allegations contained therein and therefore cannot either admit or deny them; 12 (b) (3) they deny the allegations contained therein; 12 (b) (4) they have no knowledge of the allegations contained therein and therefore cannot either admit nor deny them; 12 (b) (5) they deny that the County Commissioners delegated to their counsel the duty to preside at the hearing to which reference is made therein, and further deny that the County Commissioners allowed counsel to rule on all procedural questions, and further state that as far as they are able to determine, the hearing was conducted in accordance with the usual procedure heretofore followed in said matters by the County Commissioners of Queen Anne's County; and further answering 12 (c) they deny the allegations contained therein; and further answering 12 (c) (1), (2), (3), and (4) they deny all of the allegations contained in them; and further answering 12 (c) (2) the defendants state that the land involved is not productive agricultural land.

Having fully answered said Bill of Complaint and Order to Show Cause, the Defendants pray to be hence dismissed with their costs.

AND, AS IN DUTY BOUND, ETC.

EDWARD TURNER

Edward Turner

Attorney for Defendants
109 Lawyers Row
Centreville, Maryland 21617
Phone: 758-1795

Herman S. Thompson

Herman S. Thompson

Mildred C. Thompson

Mildred C. Thompson

I HEREBY CERTIFY, that I served a copy of the within Answer upon Howard Wood, 3rd, Esq., by delivering a copy of the same to him at his office located at 119 Lawyers Row, Centreville, Maryland, this 6th day of June, 1969.

EDWARD TURNER

Edward Turner

Attorney for Defendants

Filed June 6, 1969

LIBER 7 PAGE 198

32

WYE RIVER FARMS, INC., a Maryland corporation, et al	*	IN THE CIRCUIT COURT FOR
PLAINTIFF	*	QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
HERMAN S. THOMPSON, et al	*	Cause No. 4885
DEFENDANT	*	

* * *

ANSWER
(TO BILL OF COMPLAINT AND ORDER TO SHOW CAUSE)

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now come The County Commissioners of Queen Anne's County by James E. Thompson, Jr., their attorney, and for Answer to the Bill of Complaint and the Order to Show Cause heretofore filed in this cause, respectfully represent:

1. The Defendant, The County Commissioners of Queen Anne's County, admit the allegations contained in Paragraphs One, Two, Three, Four, Five, Six, Seven, Eight, Nine, and Ten.

2. The Defendant, The County Commissioners of Queen Anne's County, neither admit nor deny the allegations contained in Paragraph Eleven of the Bill of Complaint for the reason that they have no knowledge thereof but demand strict proof.

3. The Defendant, The County Commissioners of Queen Anne's County, deny each and every of the several allegations contained in Paragraph Twelve of the Bill of Complaint and for further answer thereto state that the Plaintiffs failed to raise any of the questions before the Board of County Commissioners for ruling in that forum, to wit: the propriety of the County Commissioners council conducting the meeting, any question concerning the rules and procedures, the sufficiency of the advertising of the hearing or the posting of the property.

Having fully answered said Bill of Complaint in order to show cause, the Defendant, The County Commissioners of Queen Anne's County, pray to be hence dismissed with its costs.

AND AS IN DUTY BOUND, ETC.

James E. Thompson, Jr.

James E. Thompson, Jr.
117 Lawyer's Row
Centreville, Maryland 21617
Telephone: 758-0877
Attorney for Defendants, The County Commissioners of Queen Anne's County

I HEREBY CERTIFY, that I served a copy of the aforegoing Answer upon Howard Wood, Esquire, 119 Lawyer's Row, Centreville, Maryland, attorney for Plaintiff, by leaving a copy of the same at his law office, this 16 day of June, 1969.

James E. Thompson, Jr.

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
758-0877

Filed June 16, 1969

LAW OFFICES
EDWARD TURNER
109 LAWYERS ROW
CENTREVILLE, MARYLAND 21617
PHONE 758-1795

January 19, 1970

Honorable Harry E. Clark
Court House
Easton, Maryland 21601

In re: Wye River Farms, et al, vs. Thompson - Chancery No. 4885

Dear Judge Clark:

Judge Carter advised me sometime ago that the above entitled case had been assigned to you for trial.

Elmer Thompson, David C. Bryan and myself, are the attorneys involved and we would like to have the matter set as promptly as your schedule will allow.

Very truly yours,

EDWARD TURNER

BY Edward Turner

ET:W

Copy to: Mr. Herman S. Thompson

how many days? To
tried in Centreville - not removed

Bryan - Atty for Pl.
119 Lawyers Row
Turner - 109 Lawyers Row } Atty for Def.
Thompson - 117 " "

No. 4885 Chy 12/16 1970

Mr. Clerk

This is to acknowledge receipt of notice setting case of:

Wye River Farms Inc. vs. Herman S. Thompson, et al

for trial on March 22, 1971

before Court

James E. Thompson Jr.

Attorney for Cecil Cy Commissioners

No. 4885 Chy. 19

Mr. Clerk

This is to acknowledge receipt of notice setting case of:

Wye River Farms Inc. vs. Herman S. Thompson, et al

for trial on March 22, 1971

before Court

David C. Bryan

Attorney for Plaintiffs

ASSIGNMENT OFFICE
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
P.O. Box 67
CENTREVILLE, MARYLAND 21617
Telephone: 758-1773

DATE Dec. 15, 1970

TO: David C. Bryan Esquire
Centreville, Maryland 21617

Edward Turner Esquire
Centreville, Maryland 21617

James E. Thompson, Jr., Esquire
Centreville, Maryland 21617

RE: Wye River Farms Inc. vs. Herman S. Thompson, et al
Chy. No. 4885

THE ABOVE CASE (S) HAS (HAVE) BEEN SCHEDULED FOR Court TRIAL ON March 22, 1971, at 9:45 A.M. before Judge Clark

Please determine promptly whether this date is suitable. A request for a change of the trial date will only be granted for any of the following reasons: (a) conflict with other commitments, (b) unavailability of witnesses, (c) pending discovery proceedings, or (d) any other adequate reason. All such requests must be made to the Assignment Clerk within thirty (30) days of the receipt of this notice. Thereafter no continuance will be considered by the Court except in accordance with the appropriate provisions of Maryland Rule and Second Circuit Rule 527.

Two days have been assigned for trial of this case.

Assignment Clerk

Please return postal card promptly

LIBER 7 PAGE 200

December 15, 1970

Hon. Harry E. Clark
Court House
Easton, Maryland 21601

Re: Wye River Farms Inc. vs.
Herman E. Thompson, et al
Chy. No. 4885

Dear Judge Clark:

Counsel have been notified that the above trial will be held before you on March 22nd. & 23rd., 1971.

Yours sincerely,

Assignment Clerk

33

IN THE MATTER OF THE PETITION	*	BEFORE THE
OF HERMAN S. THOMPSON AND	*	COUNTY COMMISSIONERS
MILDRED C. THOMPSON, HIS WIFE,	*	OF
FOR A CHANGE IN CLASSIFICATION	*	QUEEN ANNE'S COUNTY
OF A TRACT OF LAND IN THE	*	
FIFTH ELECTION DISTRICT FROM	*	
"A-2" AGRICULTURAL CONSERVATION	*	
TO "R-5" GENERAL RESIDENCE	*	

* * * * *

DECISION

A hearing on the Petition of Herman S. Thompson and Mildred C. Thompson, his wife, was held in the office of the County Commissioners, Court House, Centreville, Maryland, at 2:00 o'clock, P.M., May 31, 1967.

At the opening of the meeting Mr. Thompson, who conducted the meeting on behalf of the County Commissioners, read the Petition of Herman S. Thompson and wife for a change in the classification of a tract of land in the Fifth Election District of Queen Anne's County from "A-2" to "R-5". Mr. Thompson stated that the Petition had been forwarded to the Planning and Zoning Commission by letter dated April 5, 1967, for its recommendation, and he thereupon read the recommendation of the Planning and Zoning Commission which had been forwarded to the County Commissioners of Queen Anne's County on May 2, 1967. He next read the notice of the hearing which had been published in the Bay Times for fifteen days prior to the hearing, and further advised that a certification by F. Bernard Kaufman, Jr. had been received by the County Commissioners to the effect that said property had been posted by a sign which was erected at 2:30 P.M. on May 11, 1967. After asking if there were any objections to the form or sufficiency of the Petition and attached exhibits, the form and method of referring the same to the Planning and Zoning Commission, the form or contents of the recommendation from the Planning and Zoning Commission, the method of giving notice of the public hearing either through the publication in the Bay Times or the posting of the property, each of the above was entered as an exhibit by the Commission since there were no objections.

Mr. Thompson next read a letter which had been received by the County Commissioners of Queen Anne's County from the Department of Health for Queen Anne's County, said letter being dated May 29, 1967. There being no objections, this letter was, likewise, entered as a commissioned exhibit.

Mr. Edward Turner, who represented the Petitioner,

presented Herman S. Thompson as his first witness. Mr. Thompson identified a certified copy of the deed for instant property, which was offered and accepted as Petitioner's Exhibit No. 1. Mr. Thompson next identified a survey of the property made by William R. Nuttle. There being no objections, this survey was introduced as the Petitioner's Exhibit No. 2. Mr. Thompson was then called upon to locate and identify the property on Sectional Zoning Map No. 58 and thereafter said map was introduced as Petitioner's Exhibit No. 3, there being no objection. Mr. Thompson advised that he purchased the property for the purpose of making a trailer park and had been of the opinion at the time of purchase that the property was zoned "R-5". He likewise testified that his opinion had been substantiated by information furnished by the Planning and Zoning Commission or its representatives.

Cleo Green, Zoning Administrator for Queen Anne's County, was next presented by Mr. Turner as a witness for the Petitioners. Mrs. Green located and identified the property as being Parcel No. 369 on Sectional Zoning Map No. 58. She further stated that it was her opinion that because this property seems to run off the bottom of Sectional Map No. 58 and is not shown on Sectional Map No. 59, there was an error made in the original zoning of said property. Mrs. Green further advised that in many instances zoning was done from the sectional maps and that the Planning and Zoning Commission did not visit each and every piece of property in the County. She stated that because instant property is a relatively small lot and immediately adjacent to other "R-5" land, it too would have been placed in an "R-5" Zone had it been more plainly shown on the Sectional Zoning Maps or Sectional Tax Maps. She also stated that there is very little difference in the quality or nature of the soil on instant property and the soil on the adjacent "R-5" properties. Mrs. Green testified that there is a great need for trailer parks in Queen Anne's County and that this particular lot seems suited for that purpose.

Catherine H. Scott appeared to testify in opposition to the granting of the Petition primarily on the grounds that to rezone this property from "A-2" to "R-5" will open the door for sub-standard housing, possibly the removal of certain shanties from Mr. Thompson's property at the Kent Narrows to instant property. She feels that to bring some of the Narrows' people to this area will possibly transfer the police problem, which to some degree has existed at the Kent Narrows to the area of instant property, near which Mrs. Scott lives.

Grace L. Berry appeared in opposition to the granting of instant Petition and stated that she and her neighbors were trying to build up the neighborhood and did not want undesirable people or shanties in the vicinity. She likewise testified that the road servicing the area has more than sufficient traffic at present. Primarily, however, she stated that she did not want the Narrows' people in the area unless homes would be built for individual purchase.

Wilford Tingle next appeared in opposition to the

granting of the Petition, likewise, stating that he was opposed to shanties. He did not, however, object to trailers or a trailer park.

Amelia Bouldin appeared in opposition to the granting of the Petition stating that additional use of instant land for either trailers or shanties would lead to an increase of the number of children in the neighborhood and without some recreational facilities, these children would have little to do and would be trespassing on other people's property. She felt that one or two individual homes would be desirable but that a number of trailers or a trailer park would bring in undesirable people.

Dorothy K. Bouldin appeared in opposition to the granting of the Petition stating that she did not want to see the property used for shanties or undesirable homes. She also stated that she feels trailers lower property values in the neighborhood. She was opposed to trailers, trailer parks, shanties or undesirable housing.

Mabel Fassett opposed the granting of the Petition on the grounds that there is already a traffic problem caused by excessive speed, drag racing, etc. She is also opposed to trailers or trailer parks.

Mrs. Cleo Green was recalled to the stand for the purpose of testifying as to the type of housing that can be placed in an "R-5" District.

Mr. Wood recalled Catherine Scott. She testified that there was a traffic hazard at the entrance to the property in question, which is located on a ninety degree corner or bend in the road. She also testified that the property is partly or for the most part wooded and that clam shells have been dumped on the property in an effort to make a road but have led to a health problem because of the odor and deterioration of the clam snouts or meat in the shells. She testified that she felt that a trailer park would depreciate adjoining properties unless they are the house type.

Mr. Wood then recalled Grace Berry who testified that she has a property worth approximately $20,000.00, which would be depreciated if this property were used for shanties or a trailer park.

Mr. Wood then called Frank M. Hardy, who testified that he is a stockholder in Wye River Farms, Inc., which owns the land contiguous to instant property. He testified that there is a great deal of doubt as to what is going to transpire on the property if it is rezoned, that he is familiar with the problems at the Narrows, and does not feel that they can be transferred and hidden in a woods.

The County Commissioners find as a fact that the property of Herman S. Thompson and wife, as well as other land located on the South side of the County road leading from Thompson's

land to the Robinson's Church, is poorly located on the Sectional Tax Maps which were used for zoning purposes. The County Commissioners, likewise, find as a fact that there is a need in this particular area for land to be used for general residence purposes.

For the reasons stated, the County Commissioners of Queen Anne's County are of the opinion that a mistake was made in the original zoning ordinance, and it was, therefore, moved by Mr. Grollman, seconded by Mr. Smith, and unanimously resolved that the following amendment to the Comprehensive Zoning Ordinance of Queen Anne's County be adopted.

BE IT ORDAINED, that the property of Herman S. Thompson and wife, being Parcel No. 369 on Sectional Zoning Map No. 58 and as more accurately described by survey of the same madeby William R. Nuttle in August, 1966, containing approximately 8.310 acres be and the same is hereby rezoned from "A-2" Agricultural Conservation to "R-5" General Residence, and

BE IT FURTHER ORDAINED, that all of the land located on the South side of the County road leading from Grasonville to Robinson's Church in the Fifth Election District of Queen Anne's County, State of Maryland, beginning at Parcel No. 369 as shown on Sectional Zoning Map No. 58 to and including Parcel No. 208 as shown on said Sectional Zoning Map No. 58 for a depth of 500 feet from the South side of said road, be and it is hereby rezoned "R-5" General Residence.

BE IT FURTHER ORDAINED, that this Ordinance shall be effective as of the date hereof.

THE COUNTY COMMISSIONERS OF
QUEEN ANNE'S COUNTY

William E. Coleman

Lemuel E. Smith

Julius Grollman

Dated: June 14, 1967

ATTEST:

Lillian C. Calloway

Lillian C. Calloway, Clerk

I HEREBY CERTIFY that the above is true and correct.

Lillian C. Calloway
Lillian C. Calloway, Clerk

Filed April 8, 1971

No. 4885 March 22 1972

Mr. Clerk

This is to acknowledge receipt of notice setting case of:

Wye River Farms, Inc. etal vs. Herman S. Thompson et al

for Trial on July 10, 1972

before Court

David C. Bryan

Attorney for ARTHUR BRYAN

No. 4885 March 24, 1972

Mr. Clerk

This is to acknowledge receipt of notice setting case of:

Wye River Farms, Inc. et al vs. Herman S. Thompson etal

for Trial on July 10, 1972

before Court

Edward Turner

Attorney for One of Defendants

Herman S. Thompson

LIBER 7 PAGE 206

ASSIGNMENT OFFICE
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
P.O. Box 67
CENTREVILLE, MARYLAND 21617
Telephone: 758-1773

DATE March 21, 1972

TO:

David C. Bryan, Esquire
Centreville, Maryland 21617

Edward Turner, Esquire
Centreville, Maryland 21617

James E. Thompson, Jr., Esquire
Centreville, Maryland 21617

RE: Wye River Farms, Inc. et al vs. Herman S. Thompson, et al

Chy. No. 4885

THE ABOVE CASE (S) HAS (HAVE) BEEN SCHEDULED FOR Court TRIAL ON July 10, 1972, at 9:45 A.M.

Please determine promptly whether this date is suitable. A request for a change of the trial date will only be granted for any of the following reasons: (a) conflict with other commitments, (b) unavailability of witnesses, (c) pending discovery proceedings, or (d) any other adequate reason. All such requests must be made to the Assignment Clerk within thirty (30) days of the receipt of this notice. Thereafter no continuance will be considered by the Court except in accordance with the appropriate provisions of Maryland Rule and Second Circuit Rule 527.

Three days have been assigned for the trial of this case.

Assignment Clerk

Please return postal card promptly

ASSIGNMENT OFFICE
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
P.O. Box 67
CENTREVILLE, MARYLAND 21617
Telephone: 758-1773

DATE March 23, 1972

TO: David C. Bryan, Esquire
Centreville, Maryland 21617

Edward Turner, Esquire
Centreville, Maryland 21617

James E. Thompson, Jr., Esquire
Centreville, Maryland 21617

RE: Wye River Farms, Inc. et al vs. Herman S. Thompson et al
Chy. No. 4885

The above case has been taken out of assignment for July 10, 1972., and

~~THE ABOVE CASE~~ (S) ~~HAS~~ (HAVE) BEEN Re SCHEDULED FOR Court
TRIAL ON July 24, 1972, at 9:45 A.M.

Please determine promptly whether this date is suitable. A request for a change of the trial date will only be granted for any of the following reasons: (a) conflict with other commitments, (b) unavailability of witnesses, (c) pending discovery proceedings, or (d) any other adequate reason. All such requests must be made to the Assignment Clerk within thirty (30)days of the receipt of this notice. Thereafter no continuance will be considered by the Court except in accordance with the appropriate provisions of Maryland Rule and Second Circuit Rule 527.

Three days have been assigned for the trial of this case.

Assignment Clerk

Please return postal card promptly.

March 24, 1972

David C. Bryan, Esquire
Centreville, Maryland 21617

Edward Turner, Esquire
Centreville, Maryland 21617

James E. Thompson, Jr., Esquire
Centreville, Maryland 21617

Re: Wye River Farms, Inc. et al vs. Herman S. Thompson, et al
Chy. No. 4885

The above case has been taken out of assignment for trial on July 24, 1972, and it will be assigned at a later date.

Assignment Clerk

ASSIGNMENT OFFICE
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
P.O. Box 67
CENTREVILLE, MARYLAND 21617
Telephone: 758-1773

DATE March 27, 1972

TO: David C. Bryan, Esquire
Centreville, Maryland 21617

Edward Tanner, Esquire
Centreville, Maryland 21617

James E. Thompson, Jr., Esquire
Centreville, Maryland 21617

RE: Wye River Farms, Inc. et al vs. Herman S. Thompson et al
Chy. No. 4885

THE ABOVE CASE (S) HAS (HAVE) BEEN Re SCHEDULED FOR Court
TRIAL ON August 7, 1972, at 9:45 A. M.

Please determine promptly whether this date is suitable. A request for a change of the trial date will only be granted for any of the following reasons: (a) conflict with other commitments, (b) unavailability of witnesses, (c) pending discovery proceedings, or (d) any other adequate reason. All such requests must be made to the Assignment Clerk within thirty (30) days of the receipt of this notice. Thereafter no continuance will be considered by the Court except in accordance with the appropriate provisions of Maryland Rule and Second Circuit Rule 527.

Three days have been assigned for the trial of this case.

Assignment Clerk

Please return postal card promptly.

No. 4885 Chy. March 28 1972

Mr. Clerk

This is to acknowledge receipt of notice setting case of:

Wye River Farms, Inc. et al vs. Herman S. Thompson et al

for .....Trial..... on August 7, 1972.

before ...Court.....

James E. Thompson Jr.

Attorney for C. Conner

April 3, 1972

David C. Bryan, Esquire
Centreville, Maryland 21617

Edward Turner, Esquire
Centreville, Maryland 21617

James E. Thompson, Jr., Esquire
Centreville, Maryland 21617

RE: Wye River Farms, Inc., et al
vs. Herman S. Thompson et al
Chy. No. 4885

The above case has been taken out of assignment for trial on August 7, 1972.

Assignment Clerk

Chy. No. 4885 4-25 1972

Mr. Clerk

This is to acknowledge receipt of notice setting case of:

Wye River Farms, Inc. et al vs. Herman S. Thompson et al

for trial on September 25, 1972

before Court

Attorney for ARTHUR BRYAN

Chy no. 4885 4/25 1972

Mr. Clerk

This is to acknowledge receipt of notice setting case of:

Wye River Farms Inc. et al vs. Herman S. Thompson, et al

for trial on September 25, 1972

before Court

Attorney for Co-Counsel

Chy. No. 4885 ~~June 9~~ 1972

Mr. Clerk

This is to acknowledge receipt of notice setting case of:

Wye River Farms, Inc. et al vs. Herman S. Thompson et al

for trial on September 25, 1972

before Court

Attorney for Herman S. Thompson

LIBER 7 PAGE 212

ASSIGNMENT OFFICE
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
P.O. Box 67
CENTREVILLE, MARYLAND 21617
Telephone: 758-1773

DATE April 24, 1972

TO: David C. Bryan, Esquire
Centreville, Maryland 21617

Edward Turner, Esquire
Centreville, Maryland 21617

James E. Thompson, Jr., Esquire
Centreville, Maryland 21617

RE: Wye River Farms, Inc. et al vs. Herman S. Thompson et al
Chy. No. 4885

THE ABOVE CASE (S) HAS (HAVE) BEEN SCHEDULED FOR Court

TRIAL ON September 25, 1972, at 9:45 A.M.

Please determine promptly whether this date is suitable. A request for a change of the trial date will only be granted for any of the following reasons: (a) conflict with other commitments, (b) unavailability of witnesses, (c) pending discovery proceedings, or (d) any other adequate reason. All such requests must be made to the Assignment Clerk within thirty (30)days of the receipt of this notice. Thereafter no continuance will be considered by the Court except in accordance with the appropriate provisions of Maryland Rule and Second Circuit Rule 527.

Three days have been assigned for the trial of this case.

Assignment Clerk

Please return postal card promptly.

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

SENT TO
Honorable H. Kenneth Mackey

STREET AND NO.
Court House

P.O., STATE AND ZIP CODE
Centreville, Maryland 21617

POSTMARK OR DATE
CENTREVILLE, MD. SEP 18 1972 USPO

OPTIONAL SERVICES FOR ADDITIONAL FEES
RETURN RECEIPT SERVICES
1. Shows to whom and date delivered ..... 35¢
With delivery to addressee only ..... 35¢
2. Shows to whom, date and where delivered ..... 65¢
With delivery to addressee only ..... 65¢
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No. 727585
Chy. No. 4885

HON. GEORGE B. RASIN, JR., CHIEF JUDGE
HON. HARRY E. CLARK
HON. H. KENNETH MACKEY
HON. B. HACKETT TURNER, JR.
HON. J. ALBERT RONEY, JR.
HON. JAMES A. WISE
ASSOCIATE JUDGES

CHARLES W. CECIL, CLERK

OFFICE OF

CLERK OF THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
CENTREVILLE, MARYLAND 21617

May 31, 1972

David C. Bryan, Esquire
Centreville, Maryland 21617

Edward Turner, Esquire
Centreville, Maryland 21617

James E. Thompson, Jr., Esquire
Centreville, Maryland 21617

Re: Wye River Farms, Inc. et al vs. Herman S. Thompson et al
Chy No. 4885

Case has been definitely set for Court Trial on September 25, 1972, at 9:45 A.M.

Your attention is invited to Second Circuit Rule 527 and Maryland Rule 527. No continuance will be granted unless the Court shall be satisfied that such an emergency has arisen, not reasonably foreseeable, as would result in an injustice if the trial is required to take place.

Assignment Clerk

34

WYE RIVER FARMS, INC., ET AL, PLAINTIFFS	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
HERMAN S. THOMPSON and MILDRED C. THOMPSON, his wife, COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, ET AL, DEFENDANTS.	:	CHANCERY NO. 4885

MEMORANDUM OF AUTHORITIES AND COMMENTS CONCERNING THE PLAINTIFF BRYAN'S STANDING TO APPEAL.

Under the applicable statutory law, two conditions precedent must be met before a person has standing to appeal to the Circuit Court for Queen Anne's County from a decision of the Board of County Commissioners of Queen Anne's County sitting in rezoning matters; that is (1) he must have been a party to the proceedings before the Board and (2) he must be aggrieved by the decision of the Board.

BRYRIARSKI, JR. VS. BD. - 247 Md.137; 230 A2d 289

KENNERLY VS. M & C C OF BALTO. - 247 Md. 601; 233 A2d 800

While it is not necessary that a protestant testify in the hearing before the Board, it is incumbent upon him, if he contemplates appealing an adverse decision to at least have the record show that he was a party to the proceeding.

HERTELENDY VS. MT. CO. - 245 Md. 554; 226 A2d 672

BAXTER VS. BD. - 248 Md. 111; 235 A2d 536

The writing and filing of a letter with the Board has been declared to be sufficient appearance to give the writer standing for an appeal when the Board's decision was adverse, but the record must clearly show that in some capacity, other than his name being on a legal document such as a Deed or a Plat, the person appealing has been aggrieved by the decision of the Board and did appear in some capacity before the Board when the Board made its adverse decision.

There is no evidence in the record before the Board that the property of the Appellant sustained any special damage and that he, as an owner thereof, would be aggrieved by the Board's order. He did not appear nor in any way manifest an interest in the Board's decision.

WHITE VS. MAJOR REALTY, INC. - 251 Md. 63; 246 A2d 249

"Standing" cannot be performed by implication. Standing must be performed by testimony from the one claiming a standing. The mere fact that the Petition is under oath does not give the Complainant standing. In the case at Bar, Petition is not even under oath.

ROGERS VS. MD. NAT'L PARK & PLANNING COMMISSION - 253 Md. 687; 253 A2d 713

In Shore Acres Improvement Association, Inc. Vs. Bd. - 251 Md. 310; 247A2d 402, the Court very succinctly set forth the standards of what constitutes a "party aggreived" and very succinctly stated that an

aggreived party must have appeared in his individual oapacity before the Board whose ruling he now contests.

". . . . while it is not necessary that a protestant testify before the administrative agency, it is incumbent upon him, if he contemplates appealing an adverse decision, to, at least, have the record show that he was a party to the proceeding".

HITZROT VS. BD. - 262 Md. 297; 278 A2d 11

To appeal to the Circuit Court from zoning decisions, it is necessary to be both a party to the proceeding before the Zoning Board, and a person aggreivedby the decision.

WILKINSON VS. ATKINSON - 242 Md. 231; 218 A2d 503

DUBAY VS. CRANE - 240 Md. 180; 218 A2d 487

Respectfully submitted:

James E. Thompson, Jr. for the County Commissioners of Queen Anne's County.

Edward Turner, One of the Attorneys for Herman S. Thompson
109 Lawyers Row
Centreville, Maryland 21617
Telephone: 758 1795

I HEREBY CERTIFY, that a copy of the within and aforegoing MEMORANDUM was served on David C. Bryan, Esquire, Attorney, by delivering the same to him at his law office, 111 Lawyers Row, Centreville, Maryland 21617, this 4th day of October, 1972.

Edward Turner, One of the Attorneys for Herman S. Thompson

Filed Oct 4, 1972

35

WYE RIVER FARMS, INC., et al., PLAINTIFFS	*	In the Circuit Court for
	*	Queen Anne's County
vs.	*	
	*	In Equity
HERMAN S. THOMPSON, et al., DEFENDANTS	*	No. 4885

BRIEF OF PLAINTIFFS

At the hearing on this matter, the Court asked for briefs on the question of the requirement that a Plaintiff in a zoning action be aggrieved, all other matters either having been admitted or fully argued.

Paragraph 4 of the Bill of Complaint which was admitted by Mr. Thompson and the County Commissioners, states that the Plaintiffs, Arthur W. Bryan and Emmett B. Bryan, are the owners of land in the vicinity and contiguous to the lands of Thompson which were rezoned. In addition, the plat by William R. Nuttle which was attached to Mr. Thompson's Petition and introduced and labeled as Petitioner's Exhibit No. 1, and again as Petitioner's Exhibit No. 2, shows the land of Arthur Bryan as being contiguous to the Thompson parcel. The Court of Appeals, in reviewing a rezoning resolution of the Montgomery County Council, reviewed the phrase "person aggrieved by the decision" in Pattison vs. Corby, 226 Md. 97. There the Court stated the general rule that one is not an aggrieved party so as to be entitled to appeal unless the judgment order appealed from was rendered on a matter in which the appellant had some interest or right of property, and that in zoning matters, in the absence of a statute, the owner of zoned property has no right to enforce a zoning regulation in a Court of Equity unless he is able to allege and prove that he has or will suffer a private and special wrong, different in character and kind from that suffered by the public generally. In the opinion the Court reviews cases in which injunctive relief have been allowed. These are:

Weinberg vs. Kracke, 189 Md. 275, where the property owners were in the immediate neighborhood; Crozier vs. County Commissioners of Prince Georges County, 202 Md. 501, where the protestants either adjoined or were in close proximity to the rezoned property and had standing; and Baltimore vs. NAACP, 221 Md. 329, where an adjacent owner had standing to attack the validity of a zoning ordinance.

The case of Bryniarski vs. Montgomery County, 247 Md. 137, goes very deeply into the whole matter and distinguishes between appeals which are brought in equity in cases involving a writ of mandamus or a statutory appeal. This case arose in Montgomery County on the basis of an equity bill. In that matter, Plaintiffs were deemed to be aggrieved persons because they were described in the bill of complaint as "owners of property immediately contiguous or in close proximity" to the subject property; the Petition further alleged that they were aggrieved parties according to the principals of law laid down by the Maryland Court of Appeals." and that the granting of the special exceptions "aggrieved especially the petitioners herein as to traffic, noise and quiet enjoyment." the Court stated on page 147 of the Reports that this is a sufficient allegation of special damages, and even though the appellees denied these allegations in their answer to the Petition for Appeal, they did not go forward at the hearing before the Circuit Court to introduce evidence to rebutt the presumption of fact that the petitioners were "persons aggrieved". The Court held that in view of this, the presumption was effective and the petitioners were established as persons aggrieved. Later in Aubinoe vs. Lewis, 250 Md. 645, the Court found from testimony of noncontiguous property owners that there was aggrievment where the properties were in sight and sound of the rezoned property, and that to grant the rezoning would result in a financial loss to the appellants. In Wier vs. Witney Land Company, 257 Md. 600, the rule is restated again to the effect that

an adjoining, confronting or nearby property owner is deemed, prima facie, to be specially damaged and therefore, a person aggrieved. The person challenging the fact of aggrievment has the burden of denying such damage in his answer to the Petition for Appeal, and of coming forward with evidence to establish that the petitioner is not, in fact, aggrieved.

At the hearing, the Court seemed to be concerned with the fact that there might not be any special damages from this matter because the property is zoned up rather than down. We would like to point out from the record that the R-5 is a more intensive use zone than A-2. This necessarily means that there are going to be more people in an R-5 zone than in a A-2 zone. We think the Court can readily understand that the fact that more people can readily live in an area, does not necessarily increase the desirability or value of that property. Overcrowding of the land is an objective which zoning seeks to avoid, and we submit that the record is filled with testimony to the effect that the granting of the rezoning would, in fact, decrease property values. This is not hard to understand, because many people seek out areas of low density where the property owners own their own homes and do not rent, thereby giving the residents a feeling of freedom and openess, as well as a neighborhood of comparatively reduced noise, traffic hazards, unsightly buildings, pollution, and the many other things which seem to follow concentrated groups of human beings wherever they live.

This effort is highlighted in Section 1 of Chapter 75 of The Laws of 1972 (Senate Bill 367, approved April 26, 1972) and now being circulated by all county Tax Assessors, in which the General Assembly recognized as a matter of public policy that open spaces are an amenity necessary to human welfare and happiness.

In view of the above cases, we submit that Mr. Bryan is an aggrieved person within the meaning of the cases, and that this matter should be considered on the merits.

If it is determined that he is not an aggrieved person, we submit that this matter was overlooked by counsel for all sides and it is requested that he be given the opportunity to appear and offer testimony on this point. To do otherwise would be to subvert the ends of justice to legal technicalities.

Respectfully submitted,

David C. Bryan

David C. Bryan

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 4th day of October, 1972, I mailed a copy of the foregoing Brief of Plaintiffs to Edward Turner, Esq., 109 Lawyers Row, Centreville, Maryland and Walter W. Claggett, Esq., Masonic Building, Easton, Maryland, Attorneys for Herman M. Thompson and wife, and James E. Thompson, Jr., 117 Lawyers Row, Centreville, Maryland, Attorney for the County Commissioners of Queen Anne's County.

David C. Bryan

David C. Bryan

Filed Oct 4, 1972

36

WYE RIVER FARMS, INC. et al.	*	IN THE CIRCUIT COURT
vs	*	FOR
HERMAN S. THOMPSON et al.	*	QUEEN ANNE'S COUNTY
	*	EQUITY NO. 4885
	*	

This is an action in equity protesting rezoning. All the original complainants have abandoned the action but a single new person alleged to be a complainant has replaced them at the hearing. He did not appear below but the respondent, to whose property rezoning the person objects, agrees he has standing to appear. He did not testify but appears solely through counsel. Counsel represents that he is not damaged by the rezoning. This representation disposes of the case because one must be aggrieved to object to rezoning. By aggrievement is meant suffering damage different from that suffered by the public generally. Obviously, this complainant is not in that status.

Accordingly, it is by the Circuit Court for Queen Anne's County this 6th day of November, 1972

ORDERED that the Bill of Complaint be and the same is hereby dismissed and that the rezoning be and is hereby declared valid.

H. Kenneth Mackey
Judge

Filed Nov 10, 1972

QUEEN ANNE'S COUNTY, TO WIT: - Be it remembered that on this Thirtieth Day of June, in the year nineteen hundred and seventy-two, the following Bill of Complaint was brought to be recorded, to wit---

HERBERT HAMILTON 123 Meadow Road Riverside, Connecticut, Plaintiff, vs. FOSTER S. WILLIS Sudlersville, Maryland, Defendant.	: : : : : : : : :	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY EQUITY NO. 5337

::::::::::::::::::::::

BILL OF COMPLAINT

Herbert Hamilton, Plaintiff, through John W. Sause, Jr., his attorney, files this Bill of Complaint against Foster S. Willis, Defendant, and says that:

1. The Plaintiff is in actual peaceable possession of certain lands in the Seventh Election District of Queen Anne's County, Maryland, said lands being fully and accurately described in a Deed from Jane E. Tavelin, et al., to him, dated April 7, 1971, and recorded among the Land Records of said County in Liber C.W.C. 54, folio 275, a Certified Copy of which is attached hereto, marked Plaintiff's Exhibit "A", as part hereof.

2. In addition to being in actual peaceable possession of all the lands described in Plaintiff's Exhibit "A", Plaintiff and his predecessors in title have been in constructive and peaceable possession thereof, under color of title, for a period of more than twenty (20) years prior hereto.

3. In addition to the possession referred to in the

preceding Paragraphs, the Plaintiff and his predecessors in title have been in constructive and peaceable possession of said lands under claim of right by reason of his and his predecessors' adverse possession of said lands for a period of more than twenty (20) years prior hereto.

4. The Defendant claims to own certain lands in the Seventh Election District of Queen Anne's County, Maryland, by virtue of a Deed from Herbert Alfred Willis, and wife, dated April 1, 1966, and recorded among the Land Records of said County in Liber C.W.C. 21, folio 88, a Certified Copy of which is attached hereto, marked Plaintiff's Exhibit "B", as part hereof.

5. The Defendant claims, apparently by virtue of the Deed referred to in Paragraph 4, to own a part of the lands of the Plaintiff and alleges that the Plaintiff's Exhibit "B" encroaches upon the lands held by the Plaintiff as set forth in Paragraphs 1, 2 and 3 of this Bill of Complaint.

6. No action at law or proceeding in Equity is pending to enforce or test the validity of the Defendant's title or adverse claim.

WHEREFORE, the Plaintiff prays that:

1. The Court decree that the Plaintiff has absolute ownership and the right of disposition of all lands referred to in Plaintiff's Exhibit "A";

2. The Court pass an injunction against the assertion by the Defendant of his claim to any part of the lands referred to in Plaintiff's Exhibit "A" by any action at law or otherwise.

3. And for such other and further relief as the nature of the cause may require.

John W. Sause, Jr.
Attorney for Plaintiff
204 North Commerce Street
Centreville, Maryland 21617
758-0970

Filed June 30, 1972

2

5-21-71 Original mailed to Hunter Rd 123 Meadow Rd Riverside Conn.

No. 65457
Re 39012 RECEIVED FOR RECORD Apr. 19 1971 11:14 A.M.

THIS DEED, made this 7th day of APRIL 1971, by JANE H. TAVLIN, of New York City, New York, BEVERLY H. JERNEE, of Monmouth County, New Jersey, WILLIAM HARLAN HENSZEY, of Montgomery County, Pennsylvania, BARBARA HENSZEY, OF Cape May County, New Jersey, VALERIE HENSZEY, of Dorchester County, Maryland and EUGENIA G. HENSZEY, OF Wicomico County, Maryland;

WITNESSETH, that for and in consideration of the sum of Five Dollars ($5.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the said Jane H. Tavlin, Beverly H. Jernee, William Harlan Henszey, Barbara Henszey, Valerie Henszey and Eugenia G. Henszey do hereby grant and convey unto HERBERT HAMILTON of Fairfield County, Connecticut, his heirs and assigns, in fee simple, all of the following described real estate, to wit:

ALL that tract of land or farm situate in the Seventh Election District of Queen Anne's County, in the State of Maryland, known as the Henszey Farm, located on Chester River and on both sides of both highways known as Route No. 301 and Maryland Route No. 544; BEING the same and all of the land which was granted to W. Harlan Henszey and Rowena W. Henszey, his wife, astenants by the entireties, by J. Wilbur Stafford, single, by deed dated June 9, 1944, and recorded among the land records of Queen Anne's County in Liber A.S.G. Jr. No. 9, folio 414, in which said land is described in four parcels, containing 425.174 acres, more or less, in the aggregate, EXCEPTING only the part thereof which was conveyed to the State of Maryland for highway purposes by deed recorded among said land records in Liber T.S.P. No. 20, folio 295. The land hereby conveyed is further described by metes and bounds, courses and distances, by survey made by Evans, Hagan and Holdefer, Surveyors and Civil Engineers, dated February 13, 1969, the plat of which is intended to be recorded among the land records of Queen Anne's County immediately preceding the recording of this deed; said survey being made in seven separate parcels of land containing 380.53 acres of land in the aggregate, as follows, to wit:

PARCEL 1 : BEGINNING for the same at a point in the centerline of Maryland Route 313 said point being the end of the 47th line of Parcel No. 1, of the land which by deed dated June 9, 1944, and

Plaintiff's Exhibit "A"

recorded among the land records of Queen Anne's County in Liber A.S.G. Jr. No. 9, folio 414, was conveyed by J. Wilbur Stafford to W. Harlan Henszey and Rowena W. Henszey, his wife, thence leaving said Place of Beginning and running and binding on the centerline of said Maryland Route No. 313 as now surveyed referring all Courses and Distances to the Maryland State Roads Commission Meridian, (1) South 39 degrees 33 minutes 40 seconds West 503.69 feet thence leaving the centerline of said road and running and binding reversely on a part of the 45th line of the herein mentioned deed and in part with the center of a ditch there situate (2) North 56 degrees 27 minutes 40 seconds West 33.63 feet thence still with the center of said ditch and running and binding on the division line between the property conveyed by Gertrude E. Morgan to John N. Harriman and Lucy Burge Harriman, his wife, by deed dated August 31, 1954 and recorded among the land records of Queen Anne's County in Liber T.S.P. No. 17, folio 558 and the property described in the 1st herein mentioned deed (3) North 38 degrees 34 minutes 40 seconds West 133.30 feet (4) North 35 degrees 03 minutes 10 seconds West 254.44 feet (5)North 32 degrees 56 minutes 50 seconds East 58.88 feet to intersect the Southerly Right of Way Line of Maryland Route No. 301 as shown on Maryland State Roads Commission Right of Way Plat No. 11527, thence running and binding on said Southerly Right of Way Line the 5 following Courses and Distances Viz. (6) North 50 degrees 07 minutes 50 seconds East 97.02 feet thence (7) North 63 degrees 34 minutes East 196.33 feet thence (8) North 67 degrees 26 minutes East 67.73 feet (9) North 86 degrees 47 minutes 20 seconds East 145.01 feet thence (10) South 80 degrees 08 minutes 50 seconds East 42.26 feet to intersect the 1st line of the herein mentioned deed. Thence running and binding reversely on a part of said 1st line (11) South 33 degrees 06 minutes 20 seconds East 205.20 feet to Place of Beginning: CONTAINING 4.48 acres of land more or less; BEING a part of Parcel No. 1 of the land which was conveyed by the deed first hereinabove mentioned.

PARCEL 2 : BEGINNING for the same at a concrete monument heretofore set at the end of the 11th line of the land which by deed dated August 31, 1954 and recorded among the land records of Queen Anne County in Liber T.S.P. No. 17, folio 558, was conveyed by Gertrude E. Morgan to John N. Harriman and Lucy Burge Harriman, his wife, thence leaving said Place of Beginning and running and binding reversely on a part of said 11th line as now surveyed referring all courses to the Maryland State Roads Commission Meridian (1) South 56 degrees 10 minutes 50 seconds West 156.21 feet to intersect the Southerly Right of Way Line of Maryland Route No. 301 as shown on Maryland State Roads Commission Right of Way Plat No. 11527 thence running and binding on said Southerly Right of Way Line the 2 following Courses and Distances Viz. (2) North 24 degrees 33 minutes 20 seconds East 72.97 feet thence (3) North 32 degrees 45 minutes 20 seconds East 102.35 feet to intersect the 12th line of the herein mentioned deed. Thence running and binding reversely on a part of said 12th line and with a fence there situate (4) South 33 degrees 56 minutes 10 seconds East 78.95 feet to Place of Beginning: CONTAINING 0.15 acres of land, more or less. BEING A part of Parcel No. 1 of the land which was conveyed by J. Wilbur Stafford to W. Harlan Henszey and Rowena W. Henszey, his wife, by the deed first hereinabove mentioned.

PARCEL 3. . BEGINNING for the same at a point in the centerline of Maryland Route No. 544 said Point of Beginning being also Station 13 plus 00 as shown on Maryland State Roads Commission Right of Way Plat No. 12470 thence running and binding on the centerline of said Maryland State Route No. 544 as now surveyed referring all Courses and Distance to the Maryland State Roads Commission Meridian (1) North 68 degrees 10 minutes 53 seconds East 116.38 feet to end of the 1st line of Parcel No. 1 of the land which was conveyed by the deed first hereinabove mentioned; Thence running and binding reversely on a part of said 1st line (2) South 33 degrees 06 minutes 20 seconds East 292.07 feet to

intersect the Northerly Right of Way Line of Maryland Route No. 544 relocated as shown on Maryland State Roads Commission Right of Way Plat No. 12470 thence running and binding on the said Northerly Right of Way Line the 4 following Courses and Distances Viz. (3) South 69 degrees 37 minutes West 74.71 feet thence (4) North 88 degrees 09 minutes 20 seconds West 253.50 feet thence (5) North 70 degrees 57 minutes 40 seconds West 83.11 feet thence (6) North 25 degrees 43 minutes 30 seconds West 68.63 feet to the Southerly Right of Way Line of Maryland Route 544 as widened and shown on the aforesaid Right of Way Plat thence running and binding on said Southerly Right of Way Line (7) By a curve to the right in an Easterly Direction with a radius of 146.95 feet for a distance of 48.60 feet (the arc of which is subtended by a chord bearing North 58 degrees 33 minutes 22 seconds East 48.38 feet) to the end of said curve as shown on said plat thence still running and binding on the Southerly Right of Way Line of said Maryland Route No. 544 as widened (8) North 68 degrees 10 minutes 53 seconds East 147.47 feet to the end of said widening as shown on the aforesaid Right of Way Plat thence at right angles crossing the Southerly one-half of said Maryland Route No. 544, thence (9) North 21 degrees 49 minutes 07 seconds West 40.00 feet to Place of Beginning. CONTAINING 1.52 acres of land more or less; BEING A Part of Parcel No. 1 of the land which was conveyed by the deed first hereinabove mentioned.

PARCEL 4. BEGINNING for the same at a point in the center line of the Public Road leading Northerly to Maryland State Route 544 said Point of Beginning being also the beginning of the 1st line of the land which by deed dated February 13, 1946 and recorded among the land records of Queen Anne's County in Liber A.S.G. Jr. No. 13, folio 46 was conveyed by John B. Leager to Walter I. Lindsay and Betty V. Lindsay, his wife, thence leaving said Point of Beginning and running and binding on the said 1st line of the herein mentioned deed as now surveyed and referring all Courses to Maryland State Roads Commission Meridian. (1) South

50 degrees 14 minutes 50 seconds West 1193.28 feet to end of said 1st line thence running and binding on the Northerly and Easterly lines of the land which George C. Hazel acquired from William G. Hazel by will, (said Northerly and Easterly lines being more thoroughly described as lines No. 5, 6 and 7, of Parcel 1 of the land which by deed dated January 12, 1929 and recorded among the land records of Queen Anne County in Liber B.H.T. No. 9, folio 207, was conveyed by Willard B. Biggs and Lillian N. Biggs, his wife, to William G. Hazel) the 3 following Courses and Distances Viz. (2) South 51 degrees 14 minutes 50 seconds West 453.75 feet (3) North 44 degrees 12 minutes 30 seconds West 528.00 feet (4) North 39 degrees 40 minutes 40 seconds West 1814.15 feet to the centerline of Maryland Route No. 544 thence running and binding on the centerline of said Maryland Route No. 544 as now surveyed (5) North 68 degrees 15 minutes 50 seconds East 1838.08 feet to the centerline of the aforesaid Public Road thence running and binding on the centerline of said Public Road (6) South 37 degrees 44 minutes 37 seconds East 1781.14 feet to Place of Beginning. CONTAINING 81.35 acres of land more or less. BEING OR INTENDED to be all of Parcel No. 4 of the land which was conveyed by J. Wilbur Stafford to W. Harlan Henszey and Rowena W. Henszey, his wife, by the deed first hereinabove mentioned.

PARCEL 5. BEGINNING for the same at a point at the end of the 6th line of Parcel No. 3 of the land which was conveyed by the deed first hereinabove mentioned, thence running and binding reversely on a part of said 6th line of the herein mentioned deed and on a part of the North line of the land which by deed dated June 24, 1947, and recorded among the land records of Queen Anne County in Liber A.S.G. Jr. No. 17, folio 359, was conveyed by Wilmer C. Teat and Edna B. Teat to Nelson Faulkner and Evelyn V. Faulkner (1) North 70 degrees 34 minutes East 561.17 feet thence leaving said 6th line and running and binding on the 2nd, 3rd, 4th, and 5th lines of the land which by deed dated May 11, 1939 and recorded among the land records of Queen Anne County in Liber A.S.G. Jr. No. 1, folio 267, was conveyed by James L. Christian, et al., to George

E. Clark and Nina G. Clark, his wife, the 4 following Courses and Distances respectively (2) North 22 degrees 56 minutes West 288.75 feet (3) North 69 degrees 26 minutes West 64.35 feet (4) South 74 degrees 04 minutes West 155.10 feet (5) North 16 degrees 56 minutes West 170.64 feet to intersect the 3rd line of the 1st herein mentioned deed. Thence running and binding reversely on a part of said 3rd line and reversely on the 2nd and 1st, 8th and 7th lines of the 1st herein mentioned deed the 5 following courses and Distances respectively (6) South 84 degrees 09 minutes 20 seconds West 68.98 feet (7) South 74 degrees 09 minutes 20 seconds West 158.78 feet (8) South 80 degrees 39 minutes 20 seconds West 154.11 feet (9) South 15 degrees 50 minutes 40 seconds East 222.75 feet (10) South 26 degrees 20 minutes 40 seconds East 356.40 feet to Place of Beginning. CONTAINING 6.31 acres of land more or less. BEING a part of Parcel No. 3 of the land which was conveyed by the deed first hereinabove mentioned.

PARCEL 6. BEGINNING for the same at a point in the centerline of Maryland Route No. 544 said point being also the beginning of the 37th line of Parcel No. 1 of the land which was conveyed by the deed first hereinabove mentioned, thence running and binding on the centerline of said Maryland Route No. 544 as now surveyed (1) North 68 degrees 15 minutes 50 seconds East 1290.72 feet to Station 21 plus 58.76 ± P.T. Station 16 plus 18.30 as shown on Maryland State Roads Commission Right of Way Plat No. 12470 thence (2) South 21 degrees 50 minutes 37 seconds East 40.00 feet to the Southerly Right of Way Line of Maryland Route No. 544 relocated as shown on Maryland State Roads Commission Right of Way Plat No. 12470 thence running and binding on the said Southerly Right of Way Line as shown on said Plat the 3 following Courses and Distances Viz. (3) By a curve to the right in an Easterly direction with a radius of 914.93 feet for a distance of 261.85 feet (the arc of which is subtended by a chord bearing North 76 degrees 21 minutes 10 seconds East 260.91 feet) thence (4) South 79 degrees 46 minutes 20 seconds East 162.85 feet thence (5) South 44 degrees

31 minutes East 65.24 feet to the Western Right of Way Line of an 80 foot Service Road there laid out and as shown on said Right of Way Plats Nos. 12470, 12469 and 12468, thence running and binding on the Westerly Right of Way Line of said Service Road the 5 following Courses and Distances Viz. (6) By a curve to the left in a Southerly Direction with a radius of 260.74 feet for a distance of 214.57 feet (the arc of which is subtended by a chord bearing South 23 degrees 12 minutes 41 seconds East 208.56 feet) (7) by a curve to the right in a Southerly Direction with a radius of 842.72 feet for a distance of 589.56 feet (the arc of which is subtended by a chord bearing South 26 degrees 44 minutes 37 seconds East 577.61 feet (8) South 6 degrees 42 minutes 07 seconds East 356.53 feet (9) by a curve to the right with a radius of 3,779.41 feet for a distance of 624.45 feet (the arc of which is subtended by a chord bearing South 1 degree 58 minutes 07 seconds East 623.74 feet) (10) South 2 degrees 45 minutes 53 seconds West 209.01 feet to the Northerly Outline of the land which by deed dated April 1, 1961 and recorded among the land records of Queen Anne County in Liber T.S.P. No. 59, folio 553, was conveyed by John N. Harriman and Lucy Burge Harriman, his wife, to Walter I. Lindsay and Betty V. Lindsay, his wife. Thence running and binding on the Northerly Outline of the said last mentioned deed (11) South 56 degrees 10 minutes 50 seconds West 457.75 feet to a stone heretofore set thence still binding on lines of said deed (12) North 35 degrees 50 minutes West 111.87 feet thence (13) South 69 degrees 41 minutes 10 seconds West 298.53 feet to the centerline of the Public Road leading Northerly to Maryland Route No. 544 and to intersect the 4th line of the land which by deed dated February 13, 1946 and recorded among the land records of Queen Anne County in Liber A.S.G. Jr. No. 13, folio 46, was conveyed by John B. Leager to Walter I. Lindsay and Betty V. Lindsay, his wife, thence running and binding on the said centerline and on a part of the 4th line of the 2nd herein mentioned deed (14) North 37 degrees 44 minutes 37 seconds West 412.40 feet to the end of said 4th line.

Thence still running and binding on the centerline of said Road and running and binding reversely on the 37th line of the herein mentioned deed as now surveyed (15) North 37 degrees 44 minutes 37 seconds West 1781.14 feet to Place of Beginning. CONTAINING 66.18 acres of land, more or less. BEING a part of Parcel No. 1 of the land which was conveyed by the deed first hereinabove mentioned.

PARCEL 7. BEGINNING for the same at a point in the centerline of Maryland Route No. 544 said point of Beginning being located South 35 degrees 15 minutes 30 seconds East 21.76 feet from a concrete monument heretofore set and at the Beginning of the land which by deed dated August 26, 1938 and recorded among the land records of Queen Anne County in Liber W.H.C. No. 74, folio 149, was conveyed by Nora Hazel Everett to Karin Benson thence leaving said Point of Beginning and running and binding on the said centerline of Maryland Route No. 544 as now surveyed (1) North 68 degrees 15 minutes 50 seconds East 1270.07 feet to Station 21 plus 58.76 = P.T. Station 16 plus 80.30 as shown on Maryland State Roads Right of Way Plat No. 12470 thence (2) North 21 degrees 50 minutes 37 seconds West 80.00 feet to the Northerly Right of Way Line of Maryland Route No. 544 as widened and shown on said plat thence running and binding on said Northerly Right of Way Line the 5 following courses and distances Viz. (3) By a curve to the right in an Easterly Direction with a radius of 1034.93 feet for a distance of 296.20 feet (the arc of which is subtended by a chord bearing North 76 degrees 21 minutes East 295.12 feet) thence (4) North 75 degrees 53 minutes 10 seconds East 95.60 feet thence (5) North 68 degrees 10 minutes 53 seconds East 243.35 feet thence (6) by a curve to the right in an Easterly Direction with a radius of 226.95 feet for a distance of 82.97 feet (the arc of which is subtended by a chord bearing North 57 degrees 33 minutes 38 seconds East 82.52 feet) (7) North 68 degrees 10 minutes 53 seconds East 114.47 feet to the end of said widening as shown on the aforesaid Right of Way Plat thence

(8) South 21 degrees 49 minutes 07 seconds East 40.00 feet to the centerline of said Maryland Route No. 544 thence running and binding on the centerline of said Maryland Route No. 544 (9) North 68 degrees 10 minutes 53 seconds East 134.81 feet to the end of the 26th line of Parcel No. 2 of the land which was conveyed by J. Wilbur Stafford to W. Harlan Henszey and Rowena W. Henszey, his wife, by the deed first hereinabove mentioned. Thence running and binding reversely on the 26th, 25th, 24th and 23rd lines of the herein mentioned deed respectively as now surveyed (10) North 1 degree 37 minutes 40 seconds West 501.74 feet (11) North 22 degrees 23 minutes 20 seconds West 817.72 feet (12) North 26 degrees 20 minutes 40 seconds West 356.40 feet (13) North 15 degrees 50 minutes 40 seconds West 222.75 feet to the Chester River thence with the meanderings of the Chester River the 22 following courses and distances Viz. (14) South 81 degrees 10 minutes West 264.00 feet (15) North 44 degrees 50 minutes West 250.80 feet (16) North 19 degrees 50 minutes West 270.60 feet (17) North 22 degrees 40 minutes East 254.10 feet (18) North 23 degrees 50 minutes West 158.40 feet (19) North 63 degrees 50 minutes West 115.50 feet (20) South 81 degrees 50 minutes West 99.00 feet (21) South 63 degrees 10 minutes West 574.20 feet (22) South 65 degrees 10 minutes West 314.16 feet (23) North 81 degrees 20 minutes West 147.84 feet (24) South 58 degrees 40 minutes West 605.88 feet (25) North 65 degrees 20 minutes West 161.70 feet (26) North 54 degrees 20 minutes West 159.72 feet (27) North 36 degrees 20 minutes West 174.90 feet (28) North 31 degrees 50 minutes West 475.20 feet (29) North 5 degrees 50 minutes West 615.78 feet (30) South 78 degrees 42 minutes West 663.71 feet (31) South 67 degrees 54 minutes West 234.96 feet (32) South 47 degrees 54 minutes West 199.98 feet (33) South 16 degrees 54 minutes West 299.64 feet (34) South 0 degrees 06 minutes East 499.62 feet (35) South 4 degrees 06 minutes East 296.64 feet

to intersect the 15th line of the land which by deed dated July 13, 1937 and recorded among the land records of Queen Anne County in Liber W.H.C. No. 5A, folio 190, was conveyed by William B. Anthony and Minnie E. Antheny, his wife, to Karin Benson, thence running and binding reversely on a part of the 15th line and reversely on the 14th, 13th and 12th lines of the 2nd herein mentioned deed as now surveyed the 4 following courses and distances respectively (36) South 43 degrees 05 minutes 50 seconds East 200.00 feet to a post there situate thence with a fence there situate (37) North 52 degrees 18 minutes East 285.70 feet to a stone heretofore set thence (38) South 39 degrees 08 minutes 20 seconds East 1604.54 feet thence (39) South 34 degrees 58 minutes 40 seconds East 651.76 feet and passing over a stone heretofore set 155.25 feet from end of said line thence running and binding reversely on the 1st line of the land which by deed dated August 26, 19[illegible]3 and recorded among the land records of Queen Anne County in Liber W.H.C. No. 7A, folio 149, was conveyed by Nora Hazel Everett to Karin Benson (40) South 35 degrees 15 minutes 30 seconds East 1089.18 feet to Place of Beginning and passing over a concrete monument heretofore set 21.76 feet from the end of the said line. CONTAINING 220.54 acres of land, more or less. BEING a part of Parcel No. 1 and all of Parcel No. 2 of the land which by deed dated June 9,1944, and recorded among the land records of Queen Anne County in Liber A.S.G. Jr. No. 9,folio 414, was conveyed by J. Wilbur Stafford to W. Harlan Henszey and Rowena W. Henszey, his wife.

FURTHER TITLE REFERENCES

Rowena W. Henszey, having survived her husband, W. Harlan Henszey, died seized and possessed of the above described real estate in fee simple, on or about March 30, 1965, a resident of Montgomery County, Pennsylvania. By the third item or residuary clause of her Will, dated May 3, 1962, of which an exemplified copy is recorded among the Will Records of Queen Anne's County,

in Liber E.C.W. No. 2, folio 632, the said Rowena W. Henszey devised said real estate unto her six children, share and share alike, in fee. Her six children survived her namely the undersigned Jane H. Tavlin, Beverly H. Jornee, William Harlan Henszey, Barbara Henszey and Valerie Henszey, as well as John W. Henszey, also known as Jack W. Henszey, who conveyed his undivided one-sixth interest in said real estate unto his wife, the undersigned Eugenia G. Henszey, by deed dated January 7, 1967, and recorded among said land records on February 24, 1967 in Liber C.W.C. No. 27, folio 21. Said John W. Henszey, also known as Jack W. Henszey, departed this life on or about the 14th day of January, 1967, a resident of Wicomico County, Maryland. His adjusted gross estate was not sufficient to incur a Federal Estate Tax and the certified copy of an inventory of real estate transferred by him showing payment of Maryland inheritance tax thereon has been filed for record in the office of the Register of Wills of Queen Anne's County.

TOGETHER WITH the buildings and improvements thereupon erected made or being and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any way appertaining.

TO HAVE AND TO HOLD the said tract of land or farm and premises unto and to the use of the said Herbert Hamilton, his heirs and assigns, in fee simple, forever.

AND the said Jane H. Tavlin, Beverly H. Jornee, William Harlan Henszey, Barbara Henszey, Valerie Henszey and Eugenia G. Henszey do hereby covenant that they have not done nor suffered to be done any act, matter or thing whatsoever, to encumber the property hereby granted and conveyed; that they will warrant specially the property hereby granted and conveyed; and that they will execute such further assurances of said land as may be requisite.

WITNESS the hands and seals of the said grantors:

TEST:

Ray B Hooker — Jane H. Tavlin (SEAL)
(Jane H. Tavlin)

Ray B Hooker — Beverly H. Jornee (SEAL)
(Beverly H. Jornee)

TEST:

Roy B. Hoecker — William Harlan Henszey (SEAL)
(William Harlan Henszey)

Roy B. Hoecker — Barbara Henszey (SEAL)
(Barbara Henszey)

Roy B. Hoecker — Valerie Henszey (SEAL)
(Valerie Henszey)

Roy B. Hoecker — Eugenia G. Henszey (SEAL)
(Eugenia G. Henszey)

STATE OF Penna., COUNTY OF Montg., TO WIT:

I HEREBY CERTIFY that on this 19th day of March, 1971, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared JANE H. TAVLIN, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes herein contained.

In Witness whereof, I hereunto set my hand and affix my official seal.

Patricia R. Hamm

Notary Public
My Commission expires

STATE OF Penna., COUNTY OF Montg., TO WIT:

I HEREBY CERTIFY that on this 20th day of March, 1971, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared BEVERLY H. JERNEE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

In Witness whereof, I hereunto set my hand and affix my official seal.

Patricia R. Hamm

Notary Public
My Commission expires

STATE OF Pennsylvania, COUNTY OF Philadelphia, TO WIT:

I HEREBY CERTIFY that on this 27th day of March, 1971, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared WILLIAM HARLAN HENSZEY, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In Witness whereof, I hereunto set my hand and affix my official seal.

Elizabeth R. [illegible]

Notary Public
My Commission expires:

Notary Public, City of Philadelphia, Philadelphia Co.
My Commission Expires June 19, 1971

STATE OF Penna., COUNTY OF Montg., TO WIT:

I HEREBY CERTIFY, THAT on this 22nd day of March, 1971, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared BARBARA HENSZEY, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

In Witness whereof, I hereunto set my hand and affix my official seal.

Patricia L. Hu[illegible]

Notary Public
My Commission expires:

Notary Public, Montgomery Co.
My Commission Expires June 3, 1974

STATE OF Maryland, COUNTY OF Dorchester, TO WIT:

I HEREBY CERTIFY that on this 3rd day of April, 1971, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared VALERIE HENSZEY, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

In Witness whereof, I hereunto set my hand and affix my official seal.

Ruth M. [illegible]

Notary Public
My Commission expires:

STATE OF MARYLAND, COUNTY OF Wicomico, TO WIT:

I HEREBY CERTIFY, that on this 3rd day of April, 1971, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared EUGENIA G. HENSZEY, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

In Witness whereof, I hereunto set my hand and affix my official seal.

Ruth T. Dougherty

Notary Public
My Commission expires:

TAX $ 875.00 REC. # 12012 APR 1971 Clerk
STATE PROPERTY TRANSFER CLERK

RUTH T. DOUGHERTY NOTARY PUBLIC Wicomico County, Md.

Filed June 30, 1972

3/

4-22-66 Original mailed to Grantee - Sudlersville Md.

LIBER 21 PAGE 88

No 55524
Re 15006 RECEIVED FOR RECORD Apr. 5, 1966

THIS DEED, made this 1st day of April, in the year nineteen hundred and sixty-five, by and between Herbert Alfred Willis and Linda G. Willis, his wife, of Queen Anne's County, State of Maryland, parties of the first part; and Foster S. Willis, single, of Queen Anne's County, State of Maryland, party of the second part.

WITNESSETH, that for and in consideration of the sum of One ($1.00) Dollar, and other valuable considerations, the receipt of which is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, his heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that lot of land now called or known as "The Kirby Landing Property of J. Wilbur Stafford" and lately called or known as "Kirby's Landing Property of Queen Anne's County" and also all the land immediately adjacent thereto and once used by the public as incident to the use of the property called "Kirby's Landing", situate, lying and being in the Seventh Election District of Queen Anne's County in the State of Maryland, on Chester River and adjoining the public road leading from the Sudlersville-Millington State Road to said property, and the property of, or formerly of, William Felton on the east, Chester River on the north and the J. H. Christian Property on the west, that part of the land hereby conveyed consisting of "Kirby's Land" being contained with the following metes and bounds, courses and distances, according to a survey thereof made August 15th, 1939, by William T. Henry, surveyor, to wit:

BEGINNING for the same at a point on the shore line of Chester River and running thence, South 79 degrees 50 minutes west, 118.8 feet to aforesaid Christian tract, thence with that tract South 23 degrees 41 minutes east, 318.2 feet to the public road leading to the shore; thence with the shore and with the Felton tract, North 2 degrees west, 213.6 feet to the place of beginning, containing 426/1000 of an acre of land, more or less.

BEING the same land granted and conveyed unto Herbert Alfred Willis and Leila Sudler Willis, his wife, by deed dated the 31st day of October, 1942, from John Wilbur Stafford,

ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
758-1660

LIBER 7 PAGE 237

Plaintiff's Exhibit "B"

and recorded in Liber A. S. G. Jr. No. 7, folio 11, a Land Record Book for Queen Anne's County. The said Leila Sudler Willis having departed this life prior hereto, and the said Herbert Alfred Willis having since that time intermarried with the said Linda G. Willis.

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

TO HAVE AND TO HOLD the said lot or parcel of land and premises, unto and to the use of the said party of the second part, his heirs and assigns, in fee simple, forever.

AND the said parties of the first part do hereby covenant that they have not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted and conveyed; and that they will warrant specially the property hereby granted and conveyed; and that they will execute such further assurances of said land as may be requisite.

WITNESS the hands and seals of the said Grantors.

WITNESS:

Herbert Alfred Willis (SEAL)

Linda G. Willis, his wife. (SEAL)

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

I HEREBY CERTIFY, that on this 1st day of April 1965, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Herbert Alfred Willis and Linda G. Willis, his wife, and each acknowledged the aforegoing Deed to be their respective act.

WITNESS my hand and Notarial Seal.

Notary Public
My commission expires: 7-1-67

ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
758-1660

Filed June 30, 1972

Circuit Court For Queen Anne's County

4 **EQUITY SUMMONS:**

July Return Day

File No. 5337

Docket CWC No. 3 folio 4

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

TO: Foster S. Willis
Sudlersville, Maryland

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

Herbert Hamilton
123 Meadow Road
Riverside, Connecticut

Issued the 30th day of June 1972

Witness the Honorable George B. Rasin, Jr., Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: John W. Sause, Jr.
ADDRESS: 204 North Commerce St.
Centreville, Md. 21617
758-0970

NAME:

ADDRESS:

Charles H. Cecil
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE July 18, 1972, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed July 3, 1972

Non Est 7/3/72 George B. Sharp Sheriff

5/

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

August Return Day

File No. 5337

Docket CWC No.3 folio 4

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

TO: Foster S. Willis
Sudlersville, Maryland

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

Herbert Hamilton
123 Meadow Road
Riverside, Connecticut

Issued the 5th day of July 1972

Witness the Honorable George B. Rasin, Jr., Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: John W. Sause, Jr.
204 North Commerce St.
ADDRESS: Centreville, Md. 21617
758-0970

NAME:

ADDRESS:

Charles H. Cecil
Clerk
(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE August 22, 1972, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed July 11, 1972

Summons served, copy of Summons, Bill Of Complaint and Exhibts A & B left with Foster S. Willis this 8th day of July 1972.

George B. Sharp
Sheriff For Queen Anne's County

6

HERBERT HAMILTON
123 Meadow Road
Riverside, Connecticut
Plaintiff,

vs.

FOSTER S. WILLIS
Sudlersville, Maryland
Defendant

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
EQUITY NO. 5337

ANSWER AND COUNTERCLAIM

ANSWER

The Answer of Foster S. Willis, by Clark & Clark, his attorneys to the Bill of Complaint filed herein, says as follows:

FIRST: That your Defendant denies the allegations contained in Paragraphs 1,2,3, and 5 of the Bill of Complaint. In further answering, Paragraph 5, the Defendant owns all the land contained in Plaintiff's Exhibit No. B and any encroachment of land is on the Plaintiff's part.

SECOND: That your Defendant admits the allegations contained in Paragraphs 4 and 6 of the Bill of Complaint.

COUNTERCLAIM

Foster S. Willis, Defendant, by his said attorneys, filing this counterclaim against Herbert Hamilton, Counter Defendant, says:

(1) That the Counter Plaintiff is in actual peaceful possession of certain lands in the Seventh Election District of Queen Anne's County, Maryland, said lands being more fully described in a Deed from Herbert Alfred Willis and wife to the Counter Plaintiff dated April 1, 1966, and recorded among the Land Records of Queen Anne's County in Liber CWC No. 21 folio 88, a certified copy of such is Counter Plaintiff's Exhibit A.

(2) That in addition to being in actual peaceful possession of all the lands described in Counter Plaintiff's Exhibit A, Counter Plaintiff and his predecessors in title have been in constructive and peaceful possession thereof under color of title, for a period of more then twenty (20) years prior hereto.

(3) In addition to the possession referred to in the preceding Paragraphs, the Counter Plaintiff and his predecessors in title have been in constructive and peaceful possession of said lands under claim of right by reason of his and his predecessors, adverse possession of said lands for a period of more then twenty (20) years prior hereto.

(4) That the Counter Defendant claims to own certain lands in the Seventh Election District of Queen Anne's County by virtue of a Deed from Jane E. Tavelin, et. al., to him dated April 7, 1971, and recorded among the Land Records of Queen Anne's County in Liber CWC No. 54, folio 275, a copy of which is Plaintiff's Exhibit "A".

(5) That the Counter Defendant claims, apparently by virtue of the Deed referred to in Paragraph 4 of this Counterclaim, to own all of the lands of the Counter Plaintiff and alleges that the Plaintiff's Exhibit "A" encroaches upon the lands held by the Counter Plaintiff as set forth in Paragraphs 1,2, and 3 of this Counterclaim.

(6) That the Counter Defendant has a County Road which runs down the middle and side of the Counter Defendant's property to the property of the Counter Plaintiff being the property contained in the Deed which is the Counter Plaintiff's Exhibit "A", which road has never been closed in accordance with the requirements of the Public General Laws of Maryland. That said road is one of the Counter Plaintiff's source of access to his land, as described in Counter Plaintiff's Exhibit "A".

(7) That this is the only proceeding at law or in equity to enforce or test the respective titles in adverse claims to this land.

WHEREFORE, the Counter Plaintiff prays:

(1) The Court Decree that the Counter Plaintiff has absolute ownership and the right of disposition of all lands referred to in Counter Plaintiff's Exhibit "A".

(2) The Court pass an injunction against the assertion by the Counter Defendant of his claim to any part of the lands referred to in Counter Plaintiff's Exhibit "A" by any action at law or otherwise.

(3) That the Court pass an injunction to prevent the Counter Defendant from interferring with the Counter Plaintiff's access to the Counter Plaintiff's property by the old County Road.

(4) And for such other and further relief as the nature of the cause may require.

CLARK & CLARK

By John T. Clark, III
Attorney for Defendant
118 N. Commerce Street
Centreville, Maryland 21617
758-1392

I HEREBY CERTIFY that service of the above Answer and Counterclaim was made upon the Plaintiff by leaving a copy thereof at the office of his attorney, John W. Sause, Jr., Esquire, Centreville, Maryland 21617, this 22nd day of August, 1972.

John T. Clark, III

Filed Aug. 22, 1972

LIBER 7 PAGE 244
LIBER 21 PAGE 88

COUNTER Plaintiff
EXHIBIT "A"
#A

No 55524
Re 15006 RECEIVED FOR RECORD Apr 5, 1966

THIS DEED, made this 1st day of April, in the year nineteen hundred and sixty-five, by and between Herbert Alfred Willis and Linda G. Willis, his wife, of Queen Anne's County, State of Maryland, parties of the first part; and Foster S. Willis, single, of Queen Anne's County, State of Maryland, party of the second part.

WITNESSETH, that for and in consideration of the sum of One ($1.00) Dollar, and other valuable considerations, the receipt of which is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, his heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that lot of land now called or known as "The Kirby Landing Property of J. Wilbur Stafford" and lately called or known as "Kirby's Landing Property of Queen Anne's County" and also all the land immediately adjacent thereto and once used by the public as incident to the use of the property called "Kirby's Landing", situate, lying and being in the Seventh Election District of Queen Anne's County in the State of Maryland, on Chester River and adjoining the public road leading from the Sudlersville-Millington State Road to said property, and the property of, or formerly of, William Felton on the east, Chester River on the north and the J. H. Christian Property on the west, that part of the land hereby conveyed consisting of "Kirby's Land" being contained with the following metes and bounds, courses and distances, according to a survey thereof made August 15th, 1939, by William T. Henry, surveyor, to wit:

BEGINNING for the same at a point on the shore line of Chester River and running thence, South 79 degrees 50 minutes west, 118.8 feet to aforesaid Christian tract, thence with that tract South 23 degrees 41 minutes east, 318.2 feet to the public road leading to the shore; thence with the shore and with the Felton tract, North 2 degrees west, 213.6 feet to the place of beginning, containing 426/1000 of an acre of land, more or less.

BEING the same land granted and conveyed unto Herbert Alfred Willis and Leila Sudler Willis, his wife, by deed dated the 31st day of October, 1942, from John Wilbur Stafford,

4-22-66 Original mailed to Grantee - Sudlersville Md.

ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
758-1660

and recorded in Liber A. S. G. Jr. No. 7, folio 11, a Land Record Book for Queen Anne's County. The said Lella Sudler Willis having departed this life prior hereto, and the said Herbert Alfred Willis having since that time intermarried with the said Linda G. Willis.

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

TO HAVE AND TO HOLD the said lot or parcel of land and premises, unto and to the use of the said party of the second part, his heirs and assigns, in fee simple, forever.

AND the said parties of the first part do hereby covenant that they have not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted and conveyed; and that they will warrant specially the property hereby granted and conveyed; and that they will execute such further assurances of said land as may be requisite.

WITNESS the hands and seals of the said Grantors.

WITNESS:

Herbert Alfred Willis (SEAL)

Linda G. Willis, his wife. (SEAL)

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

I HEREBY CERTIFY, that on this 1st day of April 1966, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Herbert Alfred Willis and Linda G. Willis, his wife, and each acknowledged the aforegoing Deed to be their respective act.

WITNESS my hand and Notarial Seal.

Notary Public
My commission expires: 7-1-67

ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
758-1660

LIBER 21 PAGE 89
LIBER 7 PAGE 245

LIBER 7 PAGE 246

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber CWC No. 21 folio 88, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 21st day of August, in the year nineteen hundred seventy-two.

Clerk of the Circuit Court for Queen Anne's County

Filed Aug. 22, 1972

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

September Return Day

File No. 5337

Docket CWC No. 3 folio 4

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

TO: Herbert Hamilton
123 Meadow Road
Riverside, Connecticut

SHERIFF: Serve on John W. Sause, Jr., Esquire
204 North Commerce St.
Centreville, Maryland 21617
Attorney for Defendant

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

Foster S. Willis
Sudlersville, Maryland

Issued the 22nd day of August 1972

Witness the Honorable George B. Rasin, Jr., Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

CLARK & CLARK
NAME: John T. Clark, III
118 N. Commerce Street
ADDRESS: Centreville, Md. 21617
758-1392

NAME:

ADDRESS:

Clerk
(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE September 19, 1972, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Aug. 25, 1972

Summons served on John W. Sause, Jr. and a copy of the summons, Answer and Counter claims Exhibits left with John W. Sause, Jr. this 25th day of August, 1942.

A. M. Butler, Dep. Sheriff

6/

HERBERT HAMILTON :

v. :

FOSTER S. WILLIS :

IN THE

CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

Equity #5337

: : : : :

ANSWER TO COUNTERCLAIM

Herbert Hamilton, Plaintiff and Counter Defendant, by John W. Sause, Jr., his attorney, for answer to the Counterclaim heretofore exhibited against him says:

1. He denies the allegations contained in Paragraphs 1, 2, 3 and 6 of the Counterclaim.

2. He admits that he is the owner of the lands referred to in Paragraph 4 of the Counterclaim.

3. He denies that he claims to own any land of the Counter Plaintiff as alleged in Paragraph 5 of the Counterclaim. The contention of the Plaintiff and Counter Defendant is (a) that he owns all of the land referred to in the Deed referred to in Paragraph 4 of the Counterclaim and attached to the Bill of Complaint as Plaintiff's Exhibit A and (b) that such lands are not encumbered by the superior right, title and interest of any other person, and in particular the Defendant and Counter Plaintiff.

4. He admits the allegations contained in Paragraph 7 of the Counterclaim.

5. For further answer to the Counterclaim, the Counter Defendant:

a. Avers that the descriptions of the real estate contained in the Counter Plaintiff's Exhibit A and the "County road" referred to in Paragraph 6 of the Bill of Complaint are not sufficient to identify the same with reasonable certainty;

b. Adopts by reference the entire contents of the Bill of Complaint and Exhibits A and B attached thereto, as heretofore filed by the Plaintiff in this cause.

Having fully answered the Counterclaim, the Counter Defendant prays that it be dismissed.

John W. Sause, Jr.
Attorney for Plaintiff and
Counter Defendant

I hereby certify that on the 20th day of September, 1972, a copy of the foregoing Answer to Counterclaim was mailed, postage prepaid, to John T. Clark, III, Esquire, 118 N. Commerce Street, Centreville, Maryland 21617, attorney for Defendant and Counter Plaintiff.

John W. Sause, Jr.

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HERBERT HAMILTON	:	IN THE
vs.	:	CIRCUIT COURT FOR
		QUEEN ANNE'S COUNTY
FOSTER S. WILLIS	:	Equity #5337

: : : : :

INTERROGATORIES

The Plaintiff and Counter Defendant (hereafter referred to as "Plaintiff") requests the Defendant and Counter Plaintiff (hereafter referred to as "Defendant") to answer the following interrogatories:

As used in these interrogatories:

a. Where the name or identity of a person is requested, please state the full name, home address and business address, if known.

b. 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.

c. The pronoun "you" refers to the Defendant and the persons mentioned in paragraph b.

d. "Your lands" means whatever lands are allegedly referred to in Counter Plaintiff's Exhibit A.

e. "Structure" means anything, of any description, other than land in its natural state and trees and vegetation, which has been placed upon or in any way attached or made appurtenant to your lands.

f. These interrogatories are continuing in character, so as to require you to file supplementary answers if you obtain further or different information before trial.

1. State whether your lands are vacant or occupied. If occupied, describe fully such occupation, including:

a-The manner in which such occupation is evidenced or manifested;

b-The use made of your lands and any structure thereon;

c-A description of any structure;

d-The specific dates or period(s) of such occupation;

e-The identity of any person(s) whose presence or acts are claimed to have in any way contributed to such occupation, and a description of any such acts.

2. With respect to the "actual peaceful possession" referred to in Paragraph 1 of your Counterclaim:

a-State the manner in which such possession is evidenced or manifested;

b-State the use made of your lands and any structure thereon;

c-Give a description of any structure;

d-Give the specific dates or period(s) which constitute the duration of such possession, or acts of possession;

e-Identify any person whose presence or acts are claimed to have in any way contributed to such possession, and give a description of such acts.

3. With respect to the "constructive and peaceful possession . . . under color of title, for a period of more than twenty (20) years" referred to in Paragraph 2 of your Counterclaim:

a-Attach to your Answer copies of all writings of any sort which evidence such "color of title" of you or your predecessors in title;

b-Indicate the date of the earliest evidence of title upon which you rely;

c-State the actual consideration which passed between the parties to any transaction evidenced by such writings;

d-If your answer to this interrogatory includes any writing evidencing a transfer from any public body, public corporation, public agency, or municipal corporation, state the legal and factual authority for the action taken by it. Refer to specific meetings, minutes or other public records evidencing the facts referred to in your answer.

4. With respect to the entire period to which you refer in your allegation of "constructive and peaceful possession . . . under claim of right by reason of . . . adverse possession . . . for a period of more than twenty (20) years" in Paragraph 3 of your Counterclaim:

a-State the basis for such claim of right;

b-State the manner in which such possession was evidenced or manifested;

c-State the use made of your lands and any structure thereon;

d-Describe any structure;

e-Identify any person whose presence or acts are claimed to have in any way contributed to such occupation, and give a description of such acts;

f-State whether any act and/or use referred to in your answer was continuous or of limited duration; give specific dates for any period(s) to which you fefer.

5. Attached to your copy of these Interrogatories are three copies of a plat entitled "Outline Survey of the Property of Rowena W. Henszey", dated February, 1969, and referred to in Plaintiff's Exhibit A of the Bill ofComplaint. Using a scale of one inch equals two hundred feet, designate in red on such copies, by lines showing metes, bounds, courses and distances, the exact location and area of your lands. Alternatively, if your lands do not lie within the area shown on said plat, so state in your answer. (One copy of such annotated plat is to be filed in Court with your Answer to these Interrogatories, one is to be served upon the Plaintiff with such Answer, and the third copy is for your use.)

6. State the source or basis for any description of your lands used by you in preparation of your answer to Paragraph 5 of these Interrogatories, including the date when the description was first prepared or used.

7. Attach to your Answer copies of all plats and surveys of your lands; give the dates of each; and identify the surveyor(s).

8. State whether, since the description contained in Counter Plaintiff's Exhibit A was first used in any conveyance, any portion of the lands purportedly described therein has become covered by the waters of the Chester River or any other waters and give a metes, bounds, courses and distances description of any such area.

9. Describe the condition of the "County road" referred to in Paragraph 6 of the Counterclaim. State the date(s) on which you claim that you or your predecessors in title used such road and the manner of such use, including whether a vehicle of any sort was used.

John W. Sause, Jr.
Attorney for Plaintiff and
Counter Defendant

I hereby certify that on this 22nd day of September, 1972, a copy of the foregoing Interrogatories was delivered to John T. Clark, III, Esquire, Attorney for Defendant and Counter Plaintiff.

John W. Sause, Jr.
Attorney for Plaintiff and
Counter Defendant

Filed Sept 22, 1972

ASSIGNMENT OFFICE
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
P.O. Box 67
CENTREVILLE, MARYLAND 21617
Telephone: 758-1773

DATE September 25, 1972

TO: John W. Sause, Jr., Esquire
204 North Commerce Street
Centreville, Maryland 21617

John T. Clark, III, Esquire
118 N. Commerce Street
Centreville, Maryland 21617

RE: Herbert Hamilton vs. Foster S. Willis
Chy No. 5337

THE ABOVE CASE (S) HAS (HAVE) BEEN SCHEDULED FOR Court TRIAL ON Thursday, December 7, , at 9:45 A.M.

Please determine promptly whether this date is suitable. A request for a change of the trial date will only be granted for any of the following reasons: (a) conflict with other commitments, (b) unavailability of witnesses, (c) pending discovery proceedings, or (d) any other adequate reason. All such requests must be made to the Assignment Clerk within thirty (30) days of the receipt of this notice. Thereafter no continuance will be considered by the Court except in accordance with the appropriate provisions of Maryland Rule and Second Circuit Rule 527.
One day has been assigned for the trial of this case.
Court requires trial briefs to be filed at least one week before date of trial.

Assignment Clerk

Please return postal card promptly.

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HERBERT HAMILTON

VS

FOSTER S. WILLIS

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY No. 5337

ANSWERS TO INTERROGATORIES

Now comes Foster S. Willis, by his attorneys, Clark and Clark, to answer the interrogatories, and he says:

a. The word usage and sentence structure may be that of the attorneys assisting in the preparation of these answers and thus does not necessarily purport to be the precise language of Foster S. Willis, the executing party herein.

1. The land is not vacant, and the land is occupied.

a. Through the Counter-Plaintiff's actual, open peaceful, continuous, and physical use of the land during his ownership and during his predecessors in title's possession of the land in conjunction with the Chester River. Also, through the realization of the surrounding neighborhood that this is the Counter-Plaintiff's land. Also, said occupation is shown through the Counter-Plaintiff's chain of title.

b. The Counter-Plaintiff and his predecessors in title have used this land for recreational purposes, fishing, swimming, boating, etc., in conjunction with the Chester River. No structure is found thereon and the Counter-Plaintiff has never desired a structure which would not fit in with the Counter-Plaintiff's use of this land.

c. Not Applicable

d. The Counter-Plaintiff and his predecessors in title have occupied this land from August 22, 1939 to this present date.

e. (1) J. Wilbur Stafford
Sudlersville, Maryland

He has carried the Counter-Plaintiff down there as a child for recreation. Also, in later times, he has showed it for sale for the Counter-Plaintiff.

Filed Oct. 17 1972

(2)	Richard Phillips Sudlersville, MD	He as a member of the Boy Scouts used the property for recreation.
(3)	Herbert Willis Sudlersville, MD	He has carried his son down there for recreation. Also, he paid State and County Taxes on it for a number of years.
(4)	Foster Willis Sudlersville, MD	He has used the property for various recreational purposes, fishing, swimming, boating, etc. Also, he paid State and County Taxes on it for a number of years.
(5)	Edgar White Sudlersville, MD	He looked at the property and inquired as to buying it from the Counter-Plaintiff.
(6)	William H. Hurley	He also has looked at the property and inquired to buying it from the Counter Plaintiff.

2. a. Through the Counter-Plaintiff's actual, open, peaceful, continuous, and physical use of the land during his ownership and during his predecessors in title's possession of the land in conjunction with the Chester River. The Counter-Plaintiff and his predecessors in title have used the land totally for recreational purposes, fishing, swimming, boating, etc., the purpose for which the land is natrually adapted.

b. The Counter-Plaintiff and his predecessors in title have used this land for recreational purposes, fishing, swimming, boating, etc., in conjunction with the Chester River. No structure is found thereon and the Counter-Plaintiff has never desired a structure which would not fit in with the Counter-Plaintiff's use of this land.

c. Not Applicable

d. The Counter-Plaintiff and his predecessors in title have occupied this land from August 22, 1939 to this present date.

e. (See question #1, part e)

3. a. The copies of the Deeds are attached hereto and made a part hereof.

b. August 22, 1939.

c. In the Deed from The County Commissioners of Queen Anne's County to J. Wilbur Stafford, $25.00 consideration pasted. No actual consideration passed between the parties in the other two transfers.

d. An inspection of The County Commissioners of Queen Anne's County's minutes did not uncover any minutes referring to this transfer. The minutes of meetings at that date were very incomplete.

4. a. That the Counter-Plaintiff and his predecessors in title have maintained hostile, actual, visible, exclusive and continuous possession under a claim of title for over 20 years. That in the surrounding neighborhood, it is knows that this is the Counter-Plaintiff's land.

b. The Counter-Plaintiff and his predecessors in title have used this land for recreational purposes, fishing, swimming, boating, etc., in conjunction with the Chester River. No structure is found thereon and the Counter-Plaintiff has never desired a structure which would not fit in with the Counter-Plaintiff's use of this land.

c. The Counter-Plaintiff and his predecessors in title have used the land totally for recreational purposes, fishing, swimming, boating, etc., the purpose for which the land is naturally adapted.

d. Not applicable.

e. (See part 1 e for such persons)

f. The acts and uses as stated above have been continuous since the land was acquired from the County Commissioners of Queen Anne's County by J. Wilbur Stafford in 1939.

5. Copy is filed herewith and made a part hereof.

6. Source of the metes and bounds description is the Deed from the County Commissioners of Queen Anne's County to Wilbur J. Stafford, dated August 22, 1939, and recorded among the Land Records of Queen Anne's County in Liber ASG, JR. No. 1, folio 484, which referrs to a survey made by William T. Henry, Surveyor, on August 15, 1939 in this Deed and the metes and bounds description is obtained from such survey.

7. The only survey that we have found is the one referred to in the Deed from the County Commissioners of Queen Anne's County to J. Wilbur Stafford done by William T. Henry Surveyor, on August 15, 1939. See answers to question 3 for a copy of this deed.

8. To the best of the Counter-Plaintiff's knowledge none of his property has become covered by the waters of the Chester River. Perhaps there has been accretion if anything.

9. The road is presently overgrown by the hedge row on both sides and has been so for several years, so that vehicular traffic could not use it in its present condition. The Counter-Plaintiff and his predecessors in title have used this road for access to the property whenever they desire to use their land for recreational purposes and other purposes. Exact dates cannot be given, but this has been a continuous use since 1939. The last time that a vehicle was used on said road was somewhere around 1956-1957.

Foster S. Willis

Foster S. Willis

I HEREBY CERTIFY that on the 17th day of October, 1972, copy of the aforegoing Answers to Interrogatories was ~~mailed to~~ left at the office of John Sause, Esquire, Centreville, Maryland 21617, Attorney for the Plaintiff and Counter Defendant.

John T. Clark, III
Attorney for Defendant and
Counter Plaintiff

Filed Oct. 17, 1972

::

QUEEN ANNE'S COUNTY, TO

#19,570.

W I T: Be it remembered that on the Twenty Third day of August, in the year nineteen hundred and thirty nine, the following Deed was brought to be recorded, to wit:-

THIS DEED made this 22nd day of August in the year nineteen hundred and thirty nine by THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, a municipal corporation, WITNESSETH:

WHEREAS, the said body corporate ha[illegible] no further use in the interest of the public for the public Landing, known as Kirby[illegible] Landing, in the Seventh Election District of Queen Anne's County, and on Chester R[illegible]er, and in the land immediately adjacent thereto and heretofore used by the public as incident to the use of the said Landing, and therefore has sold the said land and t[illegible] land immediately adjacent thereto and formerly used by the public as incident to [illegible] use of said Landing to J. Wilbur Stafford:

NOW, THEREFORE, in consideration of the premises and the sum of TWENTY FIVE DOLLARS ($25.00), the receipt of which is hereby acknowledged, THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, a municipal corporation, does hereby grant and convey unto and to J. Wilbur Stafford, his heirs and assigns, all the right, title, interest and estate of the said body corporate in and to

all that Public Landing, known as "Kirby's Landing"

and land immediately adjacent thereto and used by the public as incident to the use of said Landing, situate on Chester River in the Seventh Election District of Queen Anne's County, Maryland, said land lying about one mile west of Millington, adjoining the public road leading to said land and the property of William Felton on the East, Chester River on the North, and the property of J. H. Christian on the West and described by metes and bounds by a survey thereof made by William T. Henry, Surveyor, on August 15th., 1939, as follows, to wit: Beginning at a point on the shore line of Chester River and running thence South Seventy nine degrees and fifty minutes West one hundred and eighteen and eight tenths feet to the Christian Tract; thence with said Christian Tract South twenty three degrees and forty one minutes East three hundred and eighteen and two tenths feet to the said public road leading to the shore; thence with said shore and the Felton Tract North two degrees West three hundred and

ASG, Jr
#1
Folio
484

J. Wilbur Stafford
Millington, Md.
38

Filed Oct 17, 1972

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Original Exam's & mailed to Oct. 10 1939

one hundred and eighteen and eight tenths feet to the Christian Tract; thence with said Christian Tract South twenty three degrees and forty one minutes East three hundred and eighteen and two tenths feet to the said public road leading to the shore; thence with said shore and the Felton Tract North two degrees West three hundred and twelve and six tenths feet to the point of beginning, containing four hundred and twenty six thousandths of an acre of land, more or less.

TOGETHER with all rights, ways, waters, privileges and advantages thereto attached or appertaining to the same.

AND THIS DEED FURTHER WITNESSETH: that the said body corporate, THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, has constituted and by these presents appoint and constitute James W. Crowl its true and lawful attorney, for it and in its name, to acknowledge this deed as and for the deed of the said body corporate, before an officer duly authorized to take acknowledgements to the end that this deed may be recorded.

Witness the hand and seal of the said body corporate by James W. Crowl, President of the said body corporate, attested by the Clerk of the said body corporate and corporate seal duly affixed.

THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY

By JAMES W. CROWL
James W. Crowl
Its President.

Test:

FLORENCE B. MOORE
Florence B. Moore
Clerk.

Seal's Place.

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

I hereby certify that on this 22nd day of August, in the year nineteen hundred and thirty nine, personally appeared before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County, James W. Crowl, the party named in the power of attorney in the within deed, and by virtue and in pursuance of said power of attorney, acknowledged the within and

aforegoing deed to be the deed of the said body corporate, THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY. In witness whereof I have hereunto subscribed my name and affixed my seal notarial.

BERTHA G. DURNEY
Bertha G. Durney

Notary Public.

Notary
Public
Seal.

One-Ten Cent Recordation Tax
Stamp. Endorsed Co. Com. 8/22/39.

::
#19,571. Q U E E N A N N E'S C O U N T Y, T O
W I T: Be it remembered that on the Twenty Third day of August, in the year nineteen hundred and thirty nine, the following Deed was brought to be recorded, to wit:-

THIS DEED made this 5th day of August in the year nineteen hundred and thirty nine by Evelyn R. Taylor and William E. Taylor, her husband, of the State of New York, and J. Tyson Heather of Caroline County, State of Maryland, WITNESSETH:

WHEREAS, the said Evelyn R. Taylor is the owner of the hereinafter described real estate subject nevertheless to a certain mortgage given by Henry M. Robinson and wife to Thomas C. Franco, bearing date of April 12th., 1932, and recorded in Liber B. H. T. NO. 14, folios 302 &etc., a Land Record Book for Queen Anne's County, which mortgage is assigned to J. Tyson Heather, who joins in this deed for the purpose of releasing the land herein conveyed from the said [illegible]

ASG, Jr # 7

Folio 1

Examined and delivered to Mrs. Foster Sudler, Agent.

:::

#21,539. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Fifth day of November, in the year nineteen hundred and forty two, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this 31st day of October in the year nineteen hundred and forty two between John Wilbur Stafford, single man, of Queen Anne's County in the State of Maryland, party of the first part and Herbert Alfred Willis and Leila Sudler Willis, his wife, of the same place, parties of the second part;

WITNESSETH:-

THAT the party of the first part, for and in consideration of the sum of one dollar, the receipt of which is hereby acknowledged, does hereby grant and convey unto the said parties of the second part, Herbert Alfred Willis and Leila Sudler Willis, his wife, their heirs and assigns forever, as tenants by the entireties,

ALL that lot of land now called or known as "The Kirby Landing Property of J. Wilbur Stafford" and lately called or known as "Kirby's Landing Property of Queen Anne's County" and also all the land immediately adjacent thereto and once used by the public as incident to the use of the property called "Kirby's Landing", situate, lying and being in the Seventh Election District of Queen Anne's County in the State of Maryland, on Chester River and adjoining the public road leading from the Sudlersville-Millington State Road to said property, and the property of William Felton on the east, Chester River on the north and the J. H. Christian Property on the west, that part of the land hereby conveyed consisting of "Kirby's Landing" being contained within the following metes and bounds, courses and distances according to a survey thereof made August 15th, 1939 by William T. Henry, surveyor, to wit:- BEGINNING for the same at a point on the shore line of Chester River and running thence South 79 degrees

Original

50 minutes west, 118.8 feet to aforesaid Christian tract, thence with that tract South 23 degrees 41 minutes east, 318.2 feet to the public road leading to the shore; thence with the shore and with the Felton tract, North 2 degrees west, 312.6 feet to the place of beginning, containing $\frac{426}{1000}$ of an acre of land, more or less.

Being the same land and property conveyed unto the party of the first part by the name of J. Wilbur Stafford by the County Commissioners of Queen Anne's County, a corporation, by deed dated August 22nd, 1936 and recorded in Liber A. S. G. junior, No. 1, a land record book of Queen Anne's County at folio 484.

TOGETHER with the buildings and improvements thereon and all the roads, rights, ways, waters and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the land and premises above described with all the appurtenances thereof unto the parties of the second part, their heirs and assigns in fee simple, as tenants by the entireties, and for no other purpose.

AND the said party of the first part covenants that he will warrant specially the property hereby granted and conveyed and that he will execute such further assurances of said land as may be requisite.

IN TESTIMONY WHEREOF the party of the first part does hereunto affix his name and seal the day and year first hereinabove written.

Test: JOHN F. STOKES

JOHN WILBUR STAFFORD (SEAL)
John Wilbur Stafford

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

I hereby certify that on this 31st day of October in the year nineteen hundred and forty two before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared John Wilbur Stafford, the above named Grantor, and he did acknowledge the aforegoing DEED to be his act.

IN WITNESS WHEREOF I do hereunto subscribe my name and affix my Seal Notarial the day and year above written.

JOHN F. STOKES

NOTARY PUBLIC.

Notary
Public
Seal.

::
#21,540. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Fifth day of November, in the year nineteen hundred and forty two, the following Deed of Partial Release was brought to be recorded, to wit:-

K
Nov - 2 1942
E W S

THIS DEED OF RELEASE, made the 2nd day of November, 1942, between The Federal Land Bank of Baltimore, a corporation, party of the first part, and George D. Neavitt, unmarried, and Bessie B. Neavitt, unmarried, parties of the second part.

WHEREAS, by mortgage dated December 18, 1928, and recorded among the Land Records of Queen Anne's County, in the State of Maryland, in Liber B. H. T., No. 9, Folio 83, said parties of the second part conveyed to said party of the first part certain lands therein particularly described to secure the payment of the sum of $9000.00; and

WHEREAS, said parties of the second part desire a release of the lien of said mortgage as to a portion of said land.

NOW THEREFORE, in consideration of the premises and for other valuable considerations, said party of the first part doth release from the lien of said mortgage all that tract of said land containing one hundred twenty-two (122) acres, more or less, and being Tract No. 3 as described in said mortgage, to which reference is hereby made for a more particular description thereof.

LIBER 21 PAGE 88

CWC #21

No 55524
Re 1500 6 RECEIVED FOR RECORD Apr 5, 1966

Folio 88

THIS DEED, made this 1st day of April, in the year nineteen hundred and sixty-five, by and between Herbert Alfred Willis and Linda G. Willis, his wife, of Queen Anne's County, State of Maryland, parties of the first part; and Foster S. Willis, single, of Queen Anne's County, State of Maryland, party of the second part.

WITNESSETH, that for and in consideration of the sum of One ($1.00) Dollar, and other valuable considerations, the receipt of which is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, his heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that lot of land now called or known as "The Kirby Landing Property of J. Wilbur Stafford" and lately called or known as "Kirby's Landing Property of Queen Anne's County" and also all the land immediately adjacent thereto and once used by the public as incident to the use of the property called "Kirby's Landing", situate, lying and being in the Seventh Election District of Queen Anne's County in the State of Maryland, on Chester River and adjoining the public road leading from the Sudlersville-Millington State Road to said property, and the property of, or formerly of, William Felton on the east, Chester River on the north and the J. H. Christian Property on the west, that part of the land hereby conveyed consisting of "Kirby's Land" being contained with the following metes and bounds, courses and distances, according to a survey thereof made August 15th, 1939, by William T. Henry, surveyor, to wit:

BEGINNING for the same at a point on the shore line of Chester River and running thence, South 79 degrees 50 minutes west, 118.8 feet to aforesaid Christian tract, thence with that tract South 23 degrees 41 minutes east, 318.2 feet to the public road leading to the shore; thence with the shore and with the Felton tract, North 2 degrees west, 213.6 feet to the place of beginning, containing 426/1000 of an acre of land, more or less.

BEING the same land granted and conveyed unto Herbert Alfred Willis and Leila Sudler Willis, his wife, by deed dated the 31st day of October, 1942, from John Wilbur Stafford,

and recorded in Liber A. S. G. Jr. No. 7, folio 11, a Land Record Book for Queen Anne's County. The said Leila Sudler Willis having departed this life prior hereto, and the said Herbert Alfred Willis having since that time intermarried with the said Linda G. Willis.

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

TO HAVE AND TO HOLD the said lot or parcel of land and premises, unto and to the use of the said party of the second part, his heirs and assigns, in fee simple, forever.

AND the said parties of the first part do hereby covenant that they have not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted and conveyed; and that they will warrant specially the property hereby granted and conveyed; and that they will execute such further assurances of said land as may be requisite.

WITNESS the hands and seals of the said Grantors.

WITNESS:

Herbert Alfred Willis (SEAL)

Linda G. Willis, his wife. (SEAL)

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

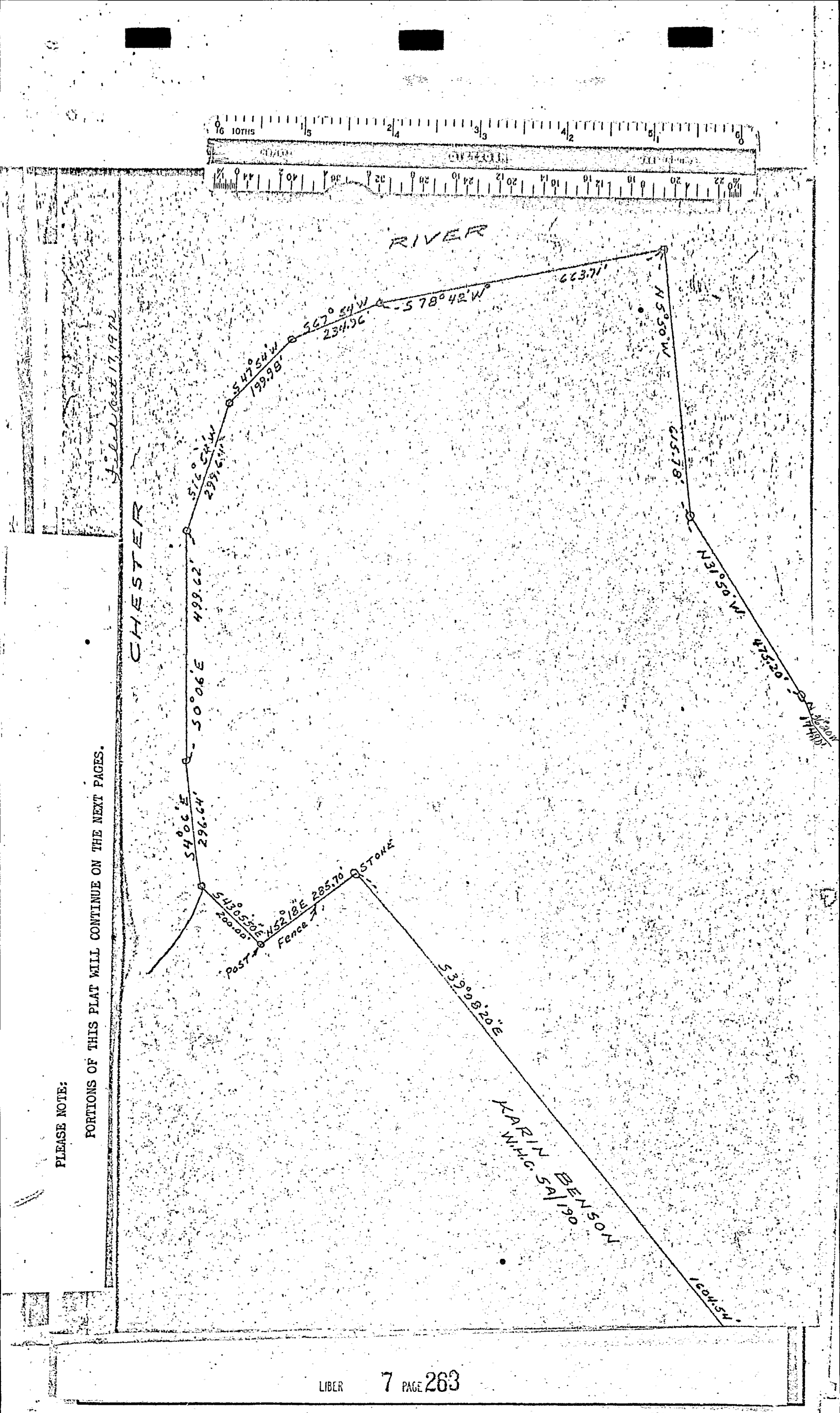
I HEREBY CERTIFY, that on this 1st day of April 1966, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Herbert Alfred Willis and Linda G. Willis, his wife, and each acknowledged the aforegoing Deed to be their respective act.

WITNESS my hand and Notarial Seal.

Notary Public
My commission expires: 7-1-67

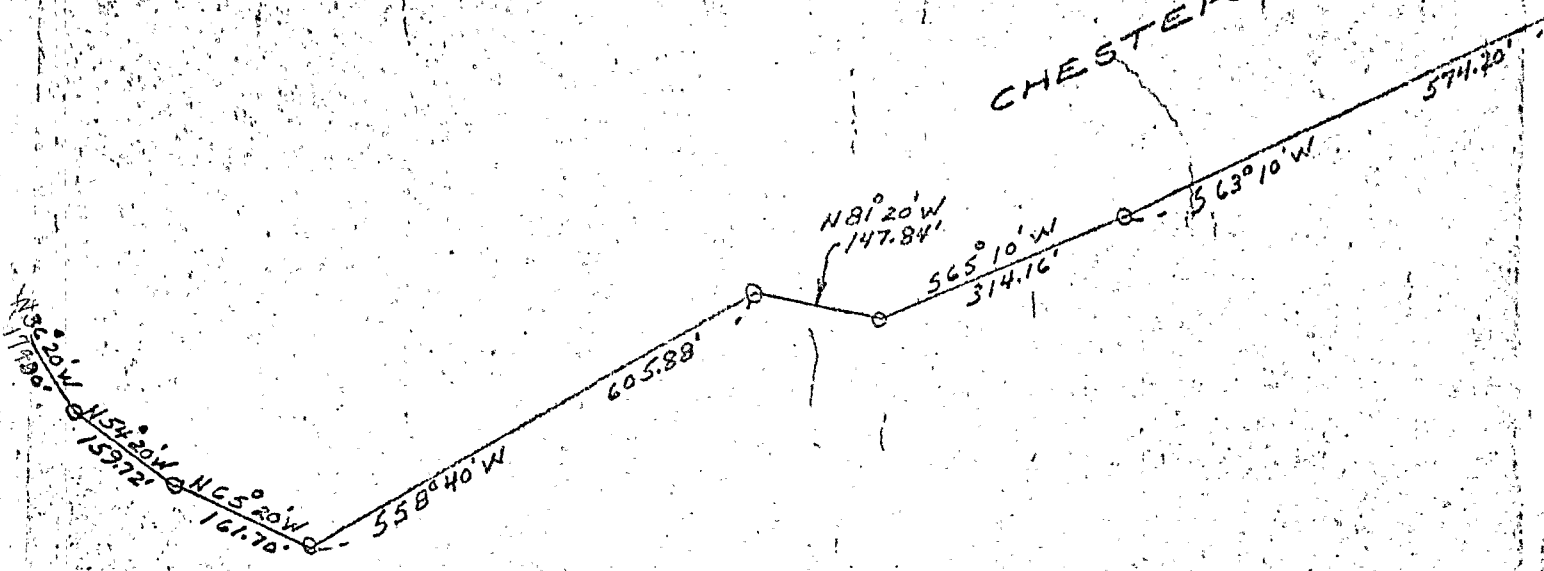
ROBERT A. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
758-1666

Filed Oct. 17. 1972



PLEASE NOTE:

PORTIONS OF THIS PLAT WILL CONTINUE ON THE NEXT PAGES.



PLEASE NOTE:

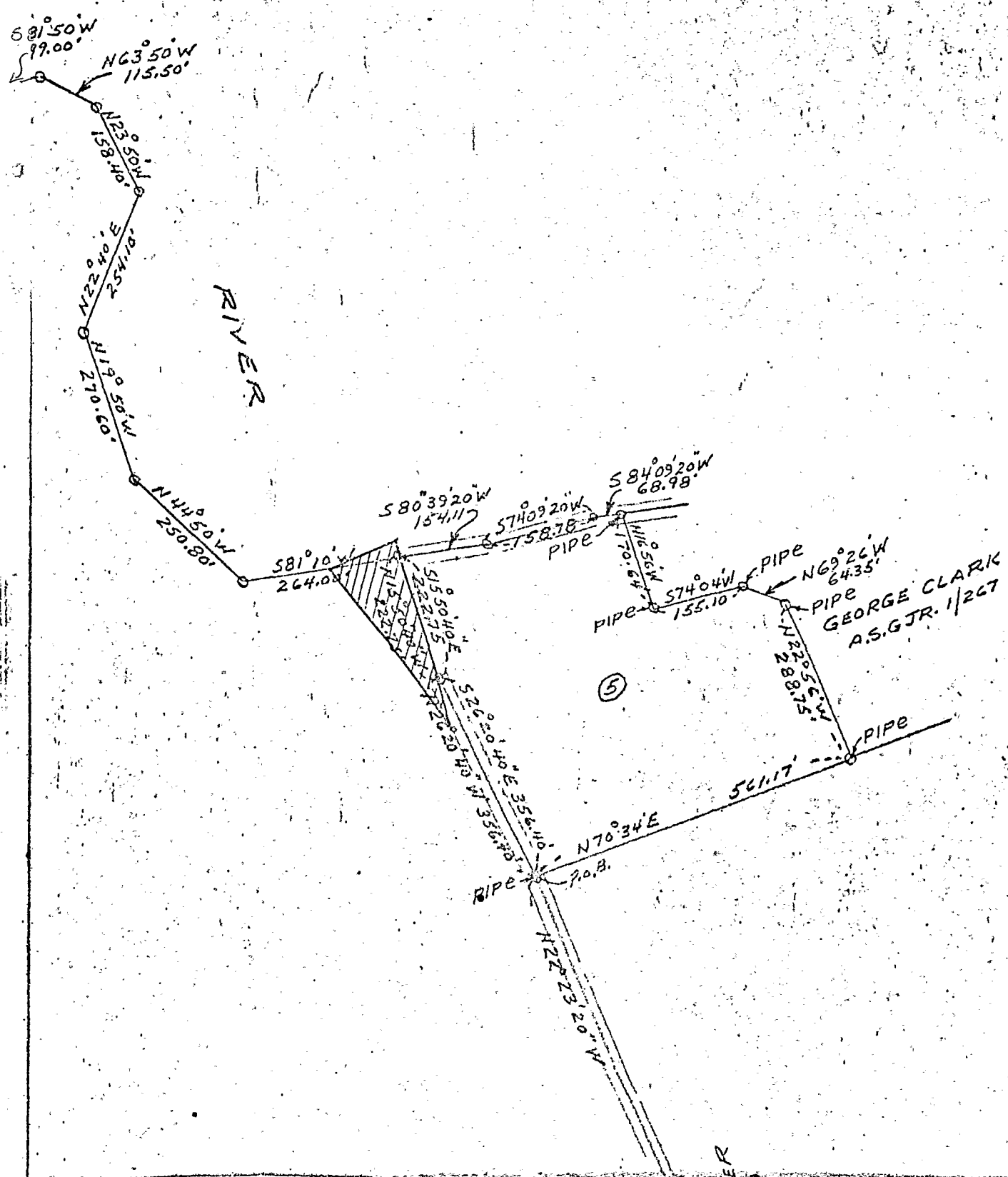
PORTIONS OF THIS PLAT WILL CONTINUE ON THE NEXT PAGES.

Charles W. Cecil, Clerk

PLEASE NOTE:

PORTIONS OF THIS PLAT WILL CONTINUE ON THE NEXT PAGES.

Charles W. Cecil, Clerk

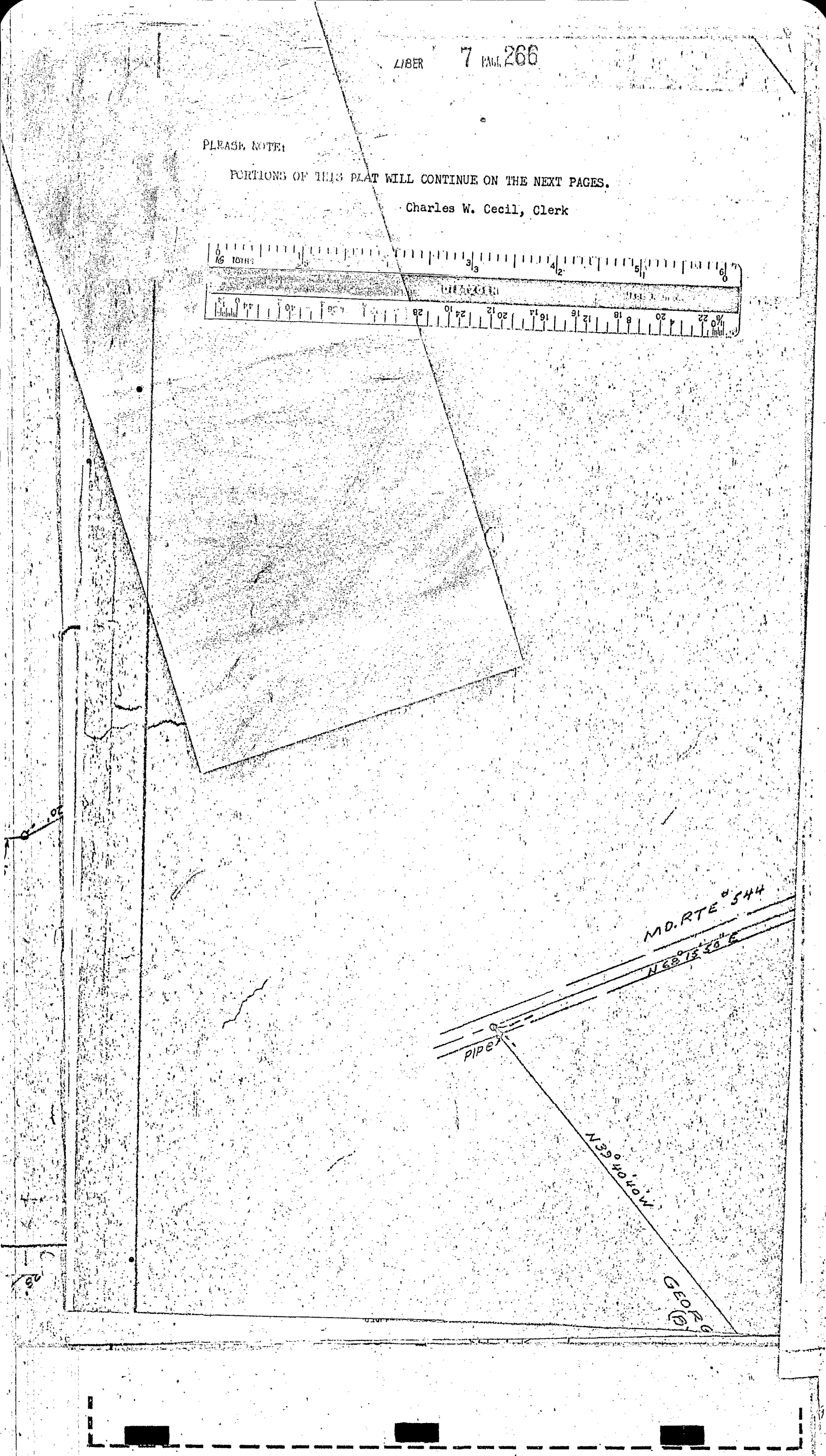


LIBER 7 PAGE 266

PLEASE NOTE:

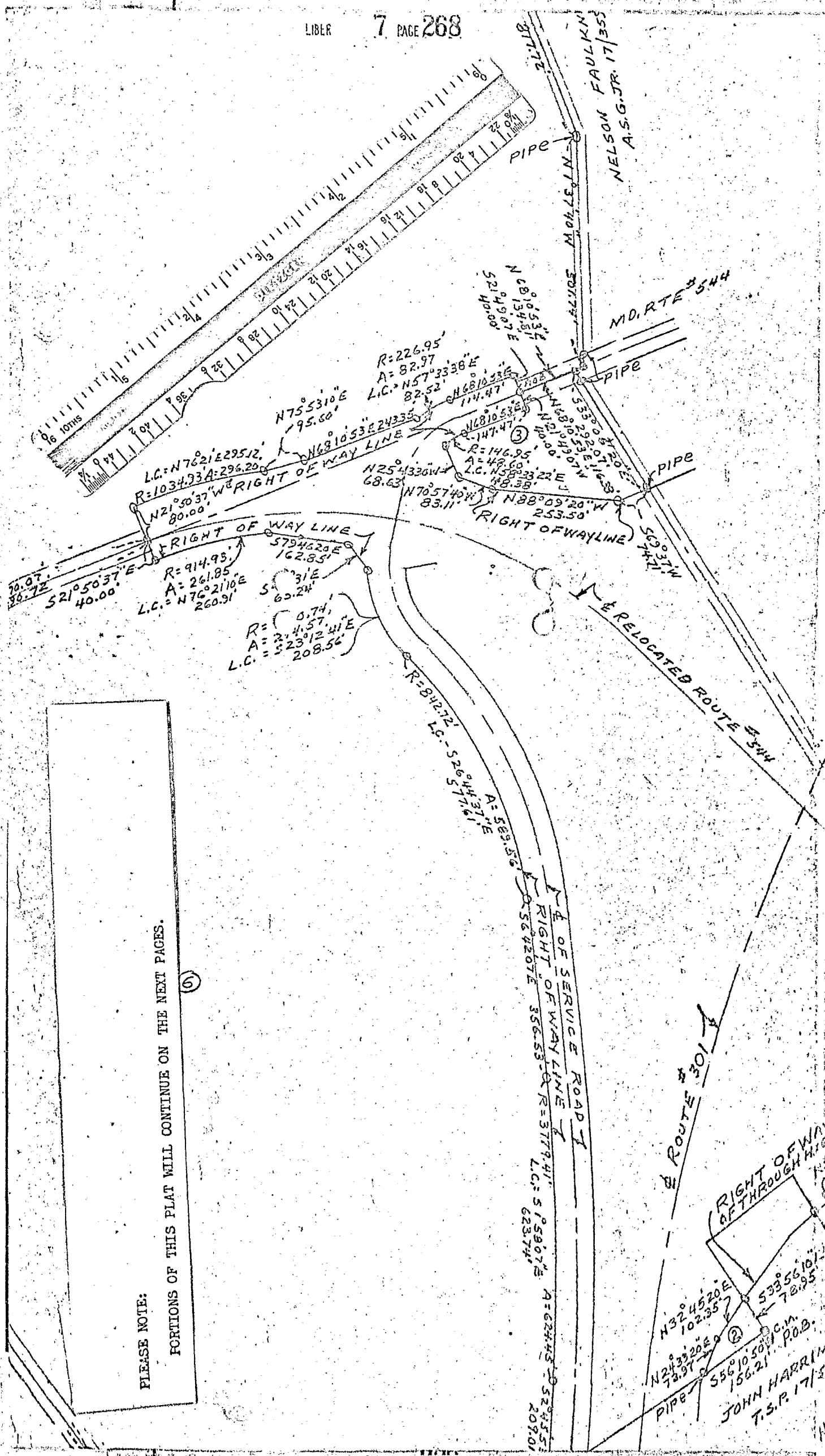
PORTIONS OF THIS PLAT WILL CONTINUE ON THE NEXT PAGES.

Charles W. Cecil, Clerk



PLEASE NOTE:

PORTIONS OF THIS PLAT WILL CONTINUE ON THE NEXT PAGES.



PLEASE NOTE:

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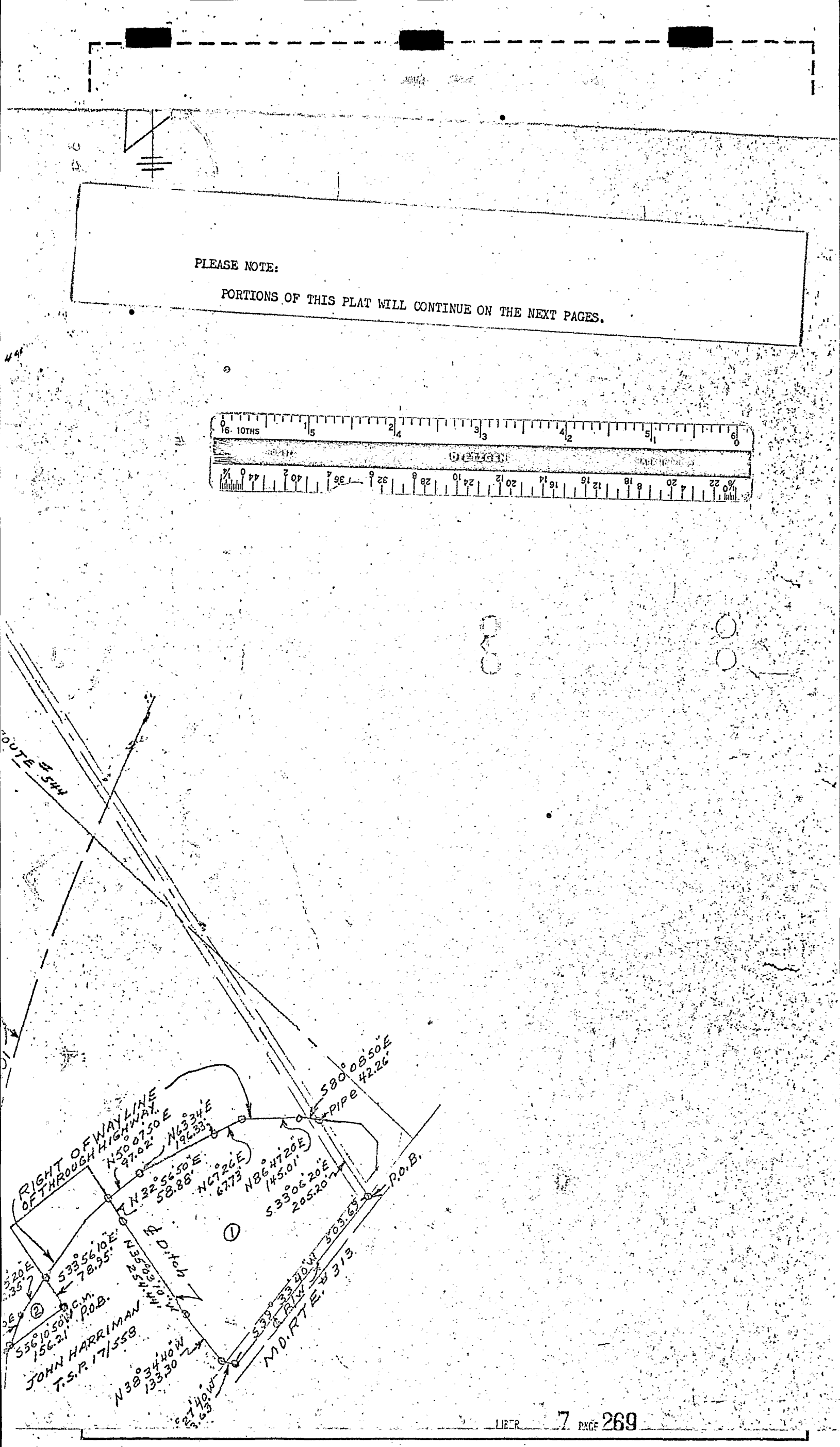


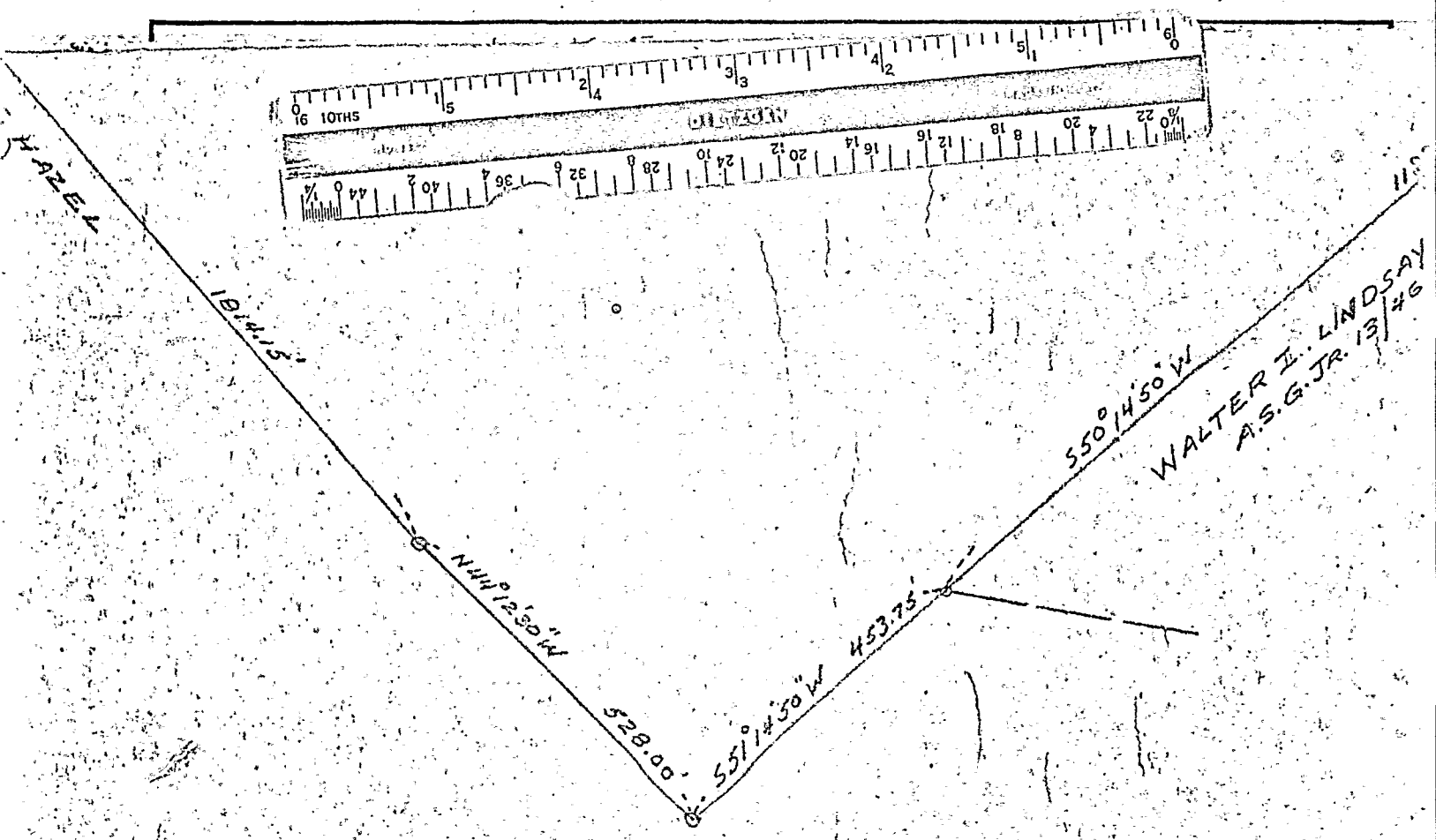
E. C. HAZEL
(WILL)

Parcel No.1 -	4.48 Ac
No.2 -	0.15 "
No.3 -	1.52 "
No.4 -	81.35 "
No.5 -	6.31 "
No.6 -	66.18 "
No.7 -	220.54 "
Total -	380.53 "

PLEASE NOTE:

PORTIONS OF THIS PLAT WILL CONTINUE ON THE NEXT PAGES.

Charles W. Cecil, Clerk



OUTL

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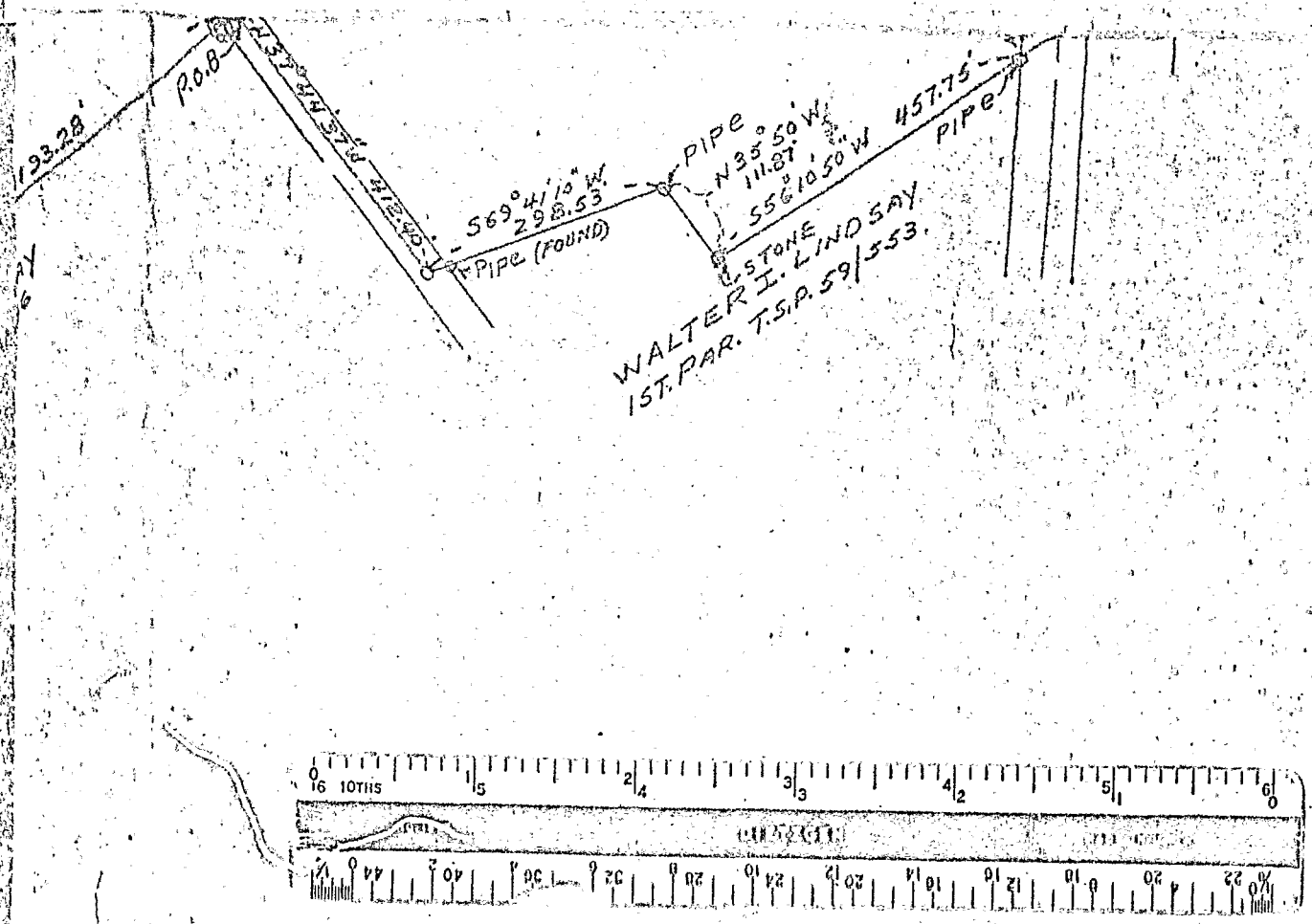
PLEASE NOTE:

PORTIONS OF THIS PLAT WILL CONTINUE ON THE NEXT PAGES.

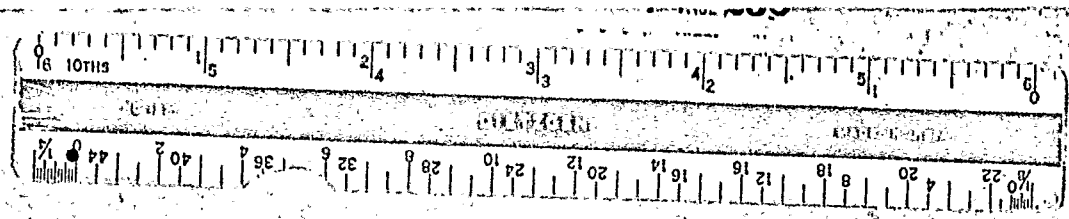


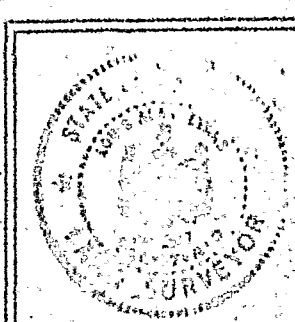
INE SURVEY
OF THE
PERTY OF
V. HENSZEY (DECEASED)
CTION DISTRICT
NES CO. MARYLAND

PLEASE NOTE:

PORTIONS OF THIS PLAT WILL CONTINUE ON THE NEXT PAGES.

Charles W. Cecil, Clerk





EVANS, HAGAN & HOLDER
SURVEYORS AND CIVIL ENGINEERS
13 S. WASHINGTON STREET / EASTON, MD. 21601
(301) 822-5433

DATE: 2-12-87 SCALE:

HERBERT HAMILTON

VS

FOSTER S. WILLIS

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY NO. 5337

INTERROGATORIES

The Defendant and Counter Plaintiff (hereafter referred to as "Defendant") requests the Plaintiff and Counter Defendant (hereafter referred to as "Plaintiff") to answer the following interrogatories:

As used in these interrogatories:

a. Where the name or indentity of a person is requested, please state the full name, home address and business address, if known.

b. 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.

c. The pronoun "you" refers to the Plaintiff and the persons mentioned in paragraph b.

d. "Your lands" means whatever lands are allegedly referred to in Plaintiff's Exhibit A.

e. "Structure" means anything, of any description, other than land in its natrual state and trees and vegetation, which has been placed upon or in any way attached or made appurtenant to your lands.

f. These interrogatories are continuing in character, so as to require you to file supplementary answers if you obtain further or different information before trial.

1. With respect to the "constructive and peaceful possession . . . under color of title, for a period of more than twenty (20) years" referred to in Paragraph 2 of your Bill of Complaint:

a. Attach to your Answer copies of all writings of any sort which evidence such "color of title" of you or your predecessors in title;

b. Indicate the date of the earliest evidence of title upon which you rely;

c. State the actual consideration which passed between the parties to any transaction evidenced by such writings.

2. With respect to the "actual peaceful possession" referred to in Paragraph 1 of your Bill of Complaint:

a. State the manner in which such possession is evidenced or manifested;

b. State the use made of your lands and any structure thereon;

c. Give a description of any structure;

d. Give the specific dates or period(s) which constitute the duration of such possession, or acts of possession;

e. Identify any person whose presence or acts are claimed to have in any way contributed to such possession, and give a description of such acts.

3. With respect to the entire period to which you refer in your allegation of "constructive and peaceful possession . . . under claim of right by reason of . . . adverse possession . . . for a period of more than twenty (20) years" in Paragraph 3 of your Bill of Complaint:

a. State the basis for such claim of right;

b. State the manner in which such possessicn was evidenced or manifested;

c. State the use made of your lands and any structure thereon;

d. Describe any structure;

e. Identify any person whose presence or acts are claimed to have in any way contributed to such occupation, and give a description of such acts;

f. State whether any act and/or use referred to in your answer was continuous or of limited duration; give specific dates for any period(s) to which you refer.

4. State whether your lands are vacant or occupied. If occupied, describe fully such occupation, including:

a. The manner in which such occupation is evidenced or manifested;

b. The use made of your lands and any structure thereon;

c. A description of any structure;

d. The specific dates or period(s) of such occupation;

e. The identity of any person(s) whose presence or acts are claimed to have in any way contributed to such occupation, and a description of any such acts.

5. Attach to your Answer copies of all plats and surveys of your lands; give the dates of each; and identify the surveyor(s).

6. Give the names and addresses of all witnesses that you intend to call at the trial.

7. Please attach hereto any reports that any of the witnesses in question #7 have given you concerning such land.

John T. Clark, III
Clark & Clark
118 North Commerce Street
Centreville, Maryland 21617
Phone: 758-1392
Attorney for Defendant and
Counter Plaintiff

I hereby certify that on this 26th day of October, 1972, a copy of the foregoing Interrogatories was delivered to John W. Sause, Jr., Esquire, Attorney for Plaintiff and Counter Defendant, at his office in Centreville, Maryland.

John T. Clark, III
Attorney for Defendant and Counter
Plaintiff

Filed Oct 26, 1972

HON. GEORGE B. RASIN, JR., CHIEF JUDGE
HON. HARRY E. CLARK
HON. H. KENNETH MACKEY
HON. B. HACKETT TURNER, JR.
HON. J. ALBERT RONEY, JR.
HON. JAMES A. WISE
ASSOCIATE JUDGES

CHARLES W. CECIL, CLERK

OFFICE OF

CLERK OF THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
CENTREVILLE, MARYLAND 21617

October 27, 1972.

John W. Sause, Jr., Esquire
204 North Commerce Street
Centreville, Maryland 21617

John T. Clark, III, Esquire
118 N. Commerce Street
Centreville, Maryland 21617

Re: Herbert Hamilton vs. Foster S. Willis
Chy No. 5337

Case has been definitely set for Court Trial on Thursday, December 7, 1972 at 9:45 A.M.

Your attention is invited to Second Circuit Rule 527 and Maryland Rule 527. No continuance will be granted unless the Court shall be satisfied that such an emergency has arisen, not reasonably forseeable, as would result in an injustice if the trial is required to take place.

Assignment Clerk

LIBER 7 PAGE 278

LAW OFFICES
CLARK & CLARK
118 N. COMMERCE STREET
CENTREVILLE, MD. 21617
TELEPHONE 758-1392 AREA CODE 301

J. THOMAS CLARK
JOHN T. CLARK, III

November 3, 1972

Charles W. Cecil,
Clerk of the Court
Circuit Court for
Queen Anne's County
Centreville, Maryland 21617

Re: Herbert Hamilton
vs. Foster S.
Willis #5337

Dear Mr. Cecil:

In reference to the above entitled case and the Interrogatives that the Defendant and Counter-Plaintiff filed in this case, interrogative #7 is in error in that it should read "Please attach hereto any reports that any of the witnesses in question #6 have given you concerning such land".

Very truly yours,

CLARK & CLARK

By John T. Clark III
John T. Clark, III

cc: John W. Sause,
Centreville, Maryland
Attorney for Plaintiff

Filed Nov 6, 1972

LAW OFFICES
CLARK & CLARK
118 N. COMMERCE STREET
CENTREVILLE, MD. 21617
TELEPHONE 758-1392 AREA CODE 301

J. THOMAS CLARK
JOHN T. CLARK, III

November 8, 1972

Charles W. Cecil
Clerk of the Court
Circuit Court for Queen Anne's
County
Centreville, Maryland

Dear Mr. Cecil:

Enclosed herein are the Amended and Supplemental Answers to Interrogatories which should be filed in the Equity case #5337, Herbert Hamilton vs Foster S. Willis.

You should note that the amendment is that the Defendant and Counter-Plaintiff has signed these under the penalties of perjury.

Also, there is an additional Deed attached to these Answers, namely the Deed from Mary Helen Christian to J. Wilbur Stafford dated May 28, 1943, and recorded among the Land Records of Queen Anne's County in Liber ASG,JR. No. 7, Folio 513, which I have spoken to John W. Sause, Jr., the attorney representing the Plaintiff, in regard to my forgetting to attach this deed on the date of the filing of the original interrogatives.

You should note that the original copy of the map that was referred to in the interrogatories was not

Charles W. Cecil
Clerk of the Circuit Court

Re: Herbert Hamilton vs. Foster S. Willis
Equity #5337

Page 2

filed herewith but was included in the original interrogatories and should also be attached hereto so that it is also included under the penalties of perjury.

Thank you for your time.

Very truly yours,

CLARK & CLARK

By _____
John T. Clark, III

enc.
JTC,III/rv

cc: John W. Sause, Jr.
Centreville, Maryland 21617
Attorney for Plaintiff

Filed Nov 9, 1972

14

HERBERT HAMILTON

VS

FOSTER S. WILLIS

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY NO. 5337

AMENDED AND SUPPLEMENTAL ANSWERS TO INTERROGATORIES

Now comes Foster S. Willis, by his attorneys, Clark and Clark, to answer the interrogatories, and he says:

a. The word usage and sentence structure may be that of the attorneys assisting in the preparation of these answers and thus does not necessarily purport to be the precise language of Foster S. Willis, the executing party herein.

1. The land is not vacant, and the land is occupied.

a. Through the Counter-Plaintiff's actual, open, peaceful, continuous, and physical use od the land during his ownership and during his predecessors in title's possission of the land in conjunction with the Chester River. Also, through the realization of the surrounding neighborhood that this is the Counter-Plaintiff's land. Also, said occupation is shown through the Counter-Plaintiff's chain of title.

b. The Counter-Plaintiff and his predecessors in title have used this land for recreational purposes, fishing, swimming, boating, etc., in conjunction with the Chester River. No structure is found thereon and the Counter-Plaintiff has never desired a structure which would not fit in with the Counter-Plaintiff's use of this land.

c. Not Applicable.

d. The Counter-Plaintiff and his predecessors in title have occupied this land from August 22, 1939 to this present date.

e. (1) J. Wilbur Stafford
Sudlersville, MD

He has carried the Counter-Plaintiff down there as a child for recreation. Also, in later times, he has showed it for sale for the Counter-Plaintiff.

(2) Richard Phillips
Sudlersville, MD

He as a member of the Boy Scouts used the property for recreation.

(3) Herbert Willis Sudlersville, MD	He has carried his son down there for recreation. Also, he paid State and County Taxes on it for a number of years.
(4) Foster Willis Sudlersville, MD	He has used the property for various recreational purposes, fishing, swimming, boating, etc. Also, he paid State and County Taxes on it for a number of years.
(5) Edgar White Sudlersville, MD	He looked at the property and inquired as to buying it from the Counter-Plaintiff.
(6) William H. Hurley	He also has looked at the property and inquired to buying it from the Counter-Plaintiff.

2. a. Through the Counter-Plaintiff's actual, open, peaceful, continuous, and physical use of the land during his ownership and during his predecessors in title's possession of the land in conjunction with the Chester River. The Counter-Plaintiff and his predecessors in title have used the land totally for recreational purposes, fishing, swimming, boating, etc., the purpose for which the land is naturally adapted.

b. The Counter-Plaintiff and his predecessors in title have used this land for recreational purposes, fishing, swimming, boating, etc., in conjunction with the Chester River. No structure is found thereon and the Counter-Plaintiff has never desired a structure which would not fit in with the Counter-Plaintiff's use of this land.

c. Not Applicable.

d. The Counter-Plaintiff and his predecessors in title have occupied this land from August 22, 1939 to this present date.

e. (See question #1, part e).

3. a. The copies of the Deeds are attached hereto and made a part hereof.

b. August 22, 1939.

c. In the Deed from The County Commissioners of Queen Anne's County to J. Wilbur Stafford, $25.00 consideration pasted. No actual consideration passed between the parties in the other two transfers.

d. An inspection of The County Commissioners of Queen Anne's County's minutes did not uncover any minutes referring to this transfer. The minutes of meetings at that date were very incomplete.

4. a. That the Counter-Plaintiff and his predecessors in title have maintained hostil, actual, visible, exclusive and continuous possession under a claim of title for over 20 years. That in the surrounding neighborhood, it is known that this is the Counter-Plaintiff's land.

b. The Counter-Plaintiff and his predecessors in title have used this land for recreational purposes, fishing, swimming, boating, etc., in conjunction with the Chester River. No structure is found thereon and the Counter-Plaintiff has never desired a structure which would not fit in with the Counter-Plaintiff's use of this land.

c. The Counter-Plaintiff and his predecessors in title have used the land totally for recreational purposes, fishing, swimming, boating, etc., the purposes for which the land is naturally adapted.

d. Not Applicable.

e. (See question #1, part e)

f. The acts and uses as stated above have been continuous since the land was acquired from The County Commissioners of Queen Anne's County by J. Wilbur Stafford in 1939.

5. Copy is filed herewith and made a part hereof.

6. Source of the metes and bounds description is the Deed from The County Commissioners of Queen Anne's County to J. Wilbur Stafford, dated August 22, 1939, and recorded among the Land Records of Queen Anne's County in Liber ASG,JR. No. 1, folio 484, which referrs to a survey made by William T. Henry, Surveyor, on August 15, 1939 in this Deed and the metes and bounds description is obtained from such survey.

7. The only survey that we have found is the one referred to in the Deed from the County Commissioners of Queen Anne's County to J. Wilbur Stafford done by William T. Henry, Surveyor, on August 15, 1939. See answers to question 3 for a copy of this Deed.

8. To the best of the Counter-Plaintiff's knowledge none of his property has become covered by the waters of the Chester River. Perhaps there has been accretion if anything.

9. The road is presently overgrown by the hedge row on both sides and has been so for several years, so that vehicular traffic could not use it in its present condition. The Counter-Plaintiff and his predecessors in title have used this road for access to their property whenever they desire to use their land for recreational purposes and other purposes. Exact dates cannot be given, but this has been a continuous use since 1939. The last time that a vehicle was used on said road was somewhere around 1956-1957.

I do hereby solemnly declare and affirm under the penalties of perjury that the contents of the foregoing document are true and correct.

Foster S. Willis

I HEREBY CERTIFY that on this 9th day of November, 1972, a copy of the aforegoing Amended and Supplemental Answers to Interrogatoreis was ~~mailed~~ delivered to John Sause, Esquire, at his office in Centreville, Maryland 21617, Attorney for the Plaintiff and Counter-Defendant.

John T. Clark III

John T. Clark, III
CLARK & CLARK
118 North Commerce Street
Centreville, Maryland 21617
Phone: 758-1392
Attorney for Defendant and
Counter-Plaintiff

Filed Nov 9, 1972

CWC #21

Feb 88

No 5524
Re 1500.6 RECEIVED FOR RECORD Apr 5, 1966

THIS DEED, made this 1st day of April, in the year nineteen hundred and sixty-five, by and between Herbert Alfred Willis and Linda G. Willis, his wife, of Queen Anne's County, State of Maryland, parties of the first part; and Foster S. Willis, single, of Queen Anne's County, State of Maryland, party of the second part.

WITNESSETH, that for and in consideration of the sum of One ($1.00) Dollar, and other valuable considerations, the receipt of which is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, his heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that lot of land now called or known as "The Kirby Landing Property of J. Wilbur Stafford" and lately called or known as "Kirby's Landing Property of Queen Anne's County" and also all the land immediately adjacent thereto and once used by the public as incident to the use of the property called "Kirby's Landing", situate, lying and being in the Seventh Election District of Queen Anne's County in the State of Maryland, on Chester River and adjoining the public road leading from the Sudlersville-Millington State Road to said property, and the property of, or formerly of, William Felton on the east, Chester River on the north and the J. H. Christian Property on the west, that part of the land hereby conveyed consisting of "Kirby's Land" being contained with the following metes and bounds, courses and distances, according to a survey thereof made August 15th, 1939, by William T. Henry, surveyor, to wit:

BEGINNING for the same at a point on the shore line of Chester River and running thence, South 79 degrees 50 minutes west, 118.8 feet to aforesaid Christian tract, thence with that tract South 23 degrees 41 minutes east, 318.2 feet to the public road leading to the shore; thence with the shore and with the Felton tract, North 2 degrees west, 213.6 feet to the place of beginning, containing 426/1000 of an acre of land, more or less.

BEING the same land granted and conveyed unto Herbert Alfred Willis and Leila Sudler Willis, his wife, by deed dated the 31st day of October, 1942, from John Wilbur Stafford,

and recorded in Liber A. S. G. Jr. No. 7, folio 11, a Land Record Book for Queen Anne's County. The said Leila Sudler Willis having departed this life prior hereto, and the said Herbert Alfred Willis having since that time intermarried with the said Linda G. Willis.

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

TO HAVE AND TO HOLD the said lot or parcel of land and premises, unto and to the use of the said party of the second part, his heirs and assigns, in fee simple, forever.

AND the said parties of the first part do hereby covenant that they have not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted and conveyed; and that they will warrant specially the property hereby granted and conveyed; and that they will execute such further assurances of said land as may be requisite.

WITNESS the hands and seals of the said Grantors.

WITNESS:

Herbert Alfred Willis (SEAL)

Linda G. Willis, his wife. (SEAL)

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

I HEREBY CERTIFY, that on this 1st day of [illegible], 1965, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Herbert Alfred Willis and Linda G. Willis, his wife, and each acknowledged the aforegoing Deed to be their respective act.

WITNESS my hand and Notarial Seal.

Notary Public
My commission expires: 7-1-67

ROBERT E. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
758-1660

Filed Nov 9 1972

ASG, J
#7
Folio
513

::

#21,825. QUEEN ANNE'S COUNTY, TO WIT:

Be it remembered that on the Twenty Ninth day of May, in the year nineteen hundred and forty three, the following Deed was brought to be recorded, to wit:-

Two-Ten Dollar, One-Three Dollar,
One-One Dollar, One-Five Dollar,
One-Twenty Cent and One-Fifty Cent
Int. Rev. Stamps. Endorsed 5/29/43
XX

One-Two Dollar and Five-Five Dollar
Recordation Tax Stamps. Endorsed
5/29/43 XX

THIS DEED, made this twenty-eighth day of May, in the year nineteen hundred and forty-three, by and between Mary Helen Christian, widow-lady, of the City of Philadelphia, State of Pennsylvania, but at the time of the execution of these presents of Queen Anne's County, State of Maryland, "Grantor", party of the first part, and J. Wilbur Stafford, of Queen Anne's County, State of Maryland, "Grantee", party of the second part.

WITNESSETH: That, in consideration of the sum of Ten Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Mary Helen Christian, widow-lady, does hereby grant and convey unto J. Wilbur Stafford, his heirs and assigns, in fee simple, the following described real estate, to wit:

FIRST.

All that tract of land and farm called "The Spring Landing Farm" or "The Loder or Pickup Farm", composed of tracts or parts of tracts of land called "Reviving Spring", "Malton", "Tilghman's Landing" and "Conway", or by whatsoever other name or names the same may be called or known, situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, located on Chester River and on both sides of the public road leading from Millington to Crumpton, and according to a survey and Plat made on August 17th, 1935,

John Palmer Smith atty

LIBER 7 PAGE 288

by Wm. T. Henry, surveyor, contained within the following metes and bounds, courses and distances, that is to say: BEGINNING at the point of intersection of the Sudlersville-Millington road and dirt road leading to Kirby's or Felton's Landing and running with the latter North 23-1/4 degrees west, 125.9 perches to the Millington-Crumpton road; thence with same South 78 deg. west, 51.2 perches to a culvert; thence North 25-1/2 deg. west, 5.08 perches; thence North 49-1/2 deg. west, 12 perches; thence North 5 deg. west, 14.4 perches; thence North 16-1/2 deg. west, 24.24 perches; thence North 22-1/4 deg. west, 19.08 perches; thence North 40 deg. west, 9.2 perches; thence North 15-1/2 deg. east 11.76 perches; thence North 3-1/2 deg. west, 10.4 perches; thence North 27-3/4 deg. west, 13.32 perches; thence North 31-1/2 deg. east, 13 perches; thence North 15-1/2 deg. west, 12 perches; thence North 32-1/2 deg. west, 16.84 perches; thence North 28-1/2 deg. east, 33.2 perches to river shore; thence with shore South 75 deg. west, 19.04 perches; thence South 71-1/2 deg. west, 8.96 perches; thence South 68-1/2 deg. west, 56.72 perches; thence North 55-1/2 deg. west, 9.8 perches; thence North 44-1/2 deg. west, 9.68 perches; thence North 26-1/2 deg.west, 10.6 perches; thence North 22 deg. west, 28.8 perches; thence North 4 deg. east 37.32 perches; thence North 38-1/4 deg. west, 24.24 perches; thence North 76 deg. west, 36.36 perches; thence west, 14.24 perches; thence South 70 deg. west, 12.12 perches; thence South 39 deg. west, 18.16 perches; thence South 22 deg. west, 30.28 perches; thence South 18 deg. west 18.16 perches; thence South 61 deg. east, 41 perches; thence South 21 deg. east, 20 perches; thence North 60-3/4 deg. east, 17.4 perches; thence South 29 deg. east, 78.48 perches; thence South 25-1/2 deg. east, 59 perches; thence South 28-1/4 deg. east, 70.52 perches to Millington-Crumpton road; thence following public road South 28 deg. east, 133.44

Original Expand & delivered to June 19, 1943

perches to a culvert; thence with a ditch North 80 deg. east, 17.68 perches; thence South 24-1/2 deg. east, 6 perches; thence North 66 deg. east, 61 perches; thence North 26 deg. west, 13.52 perches; thence North 63 deg. east, 13.92 perches; thence South 23 deg. east, 19.92 perches; thence South 28 deg. east, 12.12 perches; thence South 45 deg. east 2.6 perches to center of Sudlersville-Millington road; thence with same North 44-1/2 deg. east, 8.32 perches; thence North 49-1/2 deg. east 22.8 perches to point of beginning, containing TWO HUNDRED AND SIXTY EIGHT AND EIGHT HUNDRED AND TWENTY-SEVEN ONE-THOUSANDTHS (268.827) ACRES OF LAND, more or less.

Being the same property conveyed unto James L. Christian and Mary Helen Christian, his wife, as tenants by the entireties, by deed from J. Wilbur Stafford, said deed bearing date September 23rd, 1935, and recorded among the land records of Queen Anne's County in Liber W. H. C. No. 1-A, folio 593, etc., and being the same property of which the said Mary Helen Christian became solely vested upon the death of the said James L. Christian, her husband, on December 28th, 1941.

SECOND.

ALL that lot of land situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, on the north side of the public road leading from Millington to Crumpton, located on Chester River, and according to survey and Plat by Wm. T. Henry, surveyor, made on September 16, 1935, contained within the following metes and bounds, courses and distances, to wit:

BEGINNING at a point in the aforesaid public road and running thence

1 - South 78 deg. west, 51.2 perches; and thence

2 - North 25-1/2 deg. west, 5.08 perches; and thence

25- South 12-1/2 deg. east, 36.66 perches; and thence

26- South 9-1/4 deg. west, 32.00 perches to the place of beginning, containing SEVENTY AND TWO HUNDRED AND FIFTY-SEVEN ONE-THOUSANDTHS (70.257) ACRES OF LAND, more or less.

THIRD

ALL that lot of land situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, formerly a part of the Kirby's Landing Property, located on Chester River and on the right side, but not immediately adjacent to, of the public road leading from Millington to Crumpton, and according to a survey and Plat thereof made by Wm. T. Henry, surveyor, on September 16, 1935, contained within the following metes and bounds, courses and distances, to wit: - Beginning for the same at a point in line 22 of the tract just immediately above described, and running thence

1 - South 88-1/2 deg. east, 9.34 perches; and thence

2 - North 85 deg. east, 9.56 perches; and thence

3 - South 85 deg. east, 25.00 perches; and thence

4 - South 19-1/2 deg. east, 18.36 perches; and thence

5 - South 47-3/4 deg. east, 9.76 perches; and thence

6 - South 81-1/2 deg. west, 50.8 perches; and thence

7 - North 15-1/2 deg. west, 21.6 perches; and thence

8- North 5 deg. west, 13.5 perches, to the place of beginning containing EIGHT AND THREE-QUARTERS ACRES (8-3/4 acres) OF LAND, more or less; EXCEPTING, HOWEVER, from the operation of this conveyance that area of 2.66 acres sold from the tract just immediately above described by James [illegible] Christian and

1 - South 78 deg. west, 51.2 perches; and thence

2 - North 25-1/2 deg. west, 5.08 perches; and thence

3 - North 49-1/2 deg. west, 12.00 perches; and thence

4 - North 5 deg. west, 14.4 perches; and thence

5 - North 16-1/2 deg. west, 24.24 perches; and thence

6 - North 22 -1/4 deg. west, 19.08 perches; and thence

7 - North 40 deg. west, 9.2 perches; and thence

8 - North 15-1/2 deg. east, 11.76 perches; and thence

9 - North 3-1/2 deg. west, 5.2 perches; and thence

10- North 27-3/4 deg. west, 13.32 perches; and thence

11- North 31-1/2 deg. east, 13.00 perches; and thence

12- North 15-1/2 deg. west, 12.00 perches; and thence

13- North 32-1/2 deg. west, 16.84 perches; and thence

14- North 28-1/2 deg. east, 33.20 perches to Chester River; and thence with said river

15- North 73 deg. east, 34.80 perches; and thence

16- South 72 deg. east, 6.00 perches; and thence

17- South 54 deg. east, 7.00 perches; and thence

18- South 14 deg. east, 9.6 perches; and thence

19- South 32-1/2 deg. west, 15.40 perches; and thence

20- South 10 deg. east, 16.4 perches; and thence

21- South 35 deg. east, 15.2 perches; and thence

22- South 89 deg. east, 16.00 perches to public landing; and thence

23- South 5 deg. east, 14.00 perches; and thence

24- South 15-1/2 deg. east, 22.4 perches; and thence

containing EIGHT AND THREE-QUARTERS ACRES (8-3/4 acres) OF LAND, more or less; EXCEPTING, HOWEVER, from the operation of this conveyance that area of 2.66 acres sold from the tract just immediately above described by James L. Christian and Mary Helen Christian to George E. Clark and Nina G. Clark, his wife, by deed dated May 11th, 1939, and recorded among the land records of Queen Anne's County in Liber A. S. G. Jr., No. 1, folio 267, etc.

The above designated SECOND and THIRD tracts being the same properties designated as Tract No. 1 and Tract No. 2 (except the 2.66 acres from Tract No. 2 sold to George E. Clark) in the deed of conveyance to the said James L. Christian and Mary Helen Christian, his wife, said deed bearing date November 14th, 1935, conveyed unto them by J. Wilbur Stafford, and which deed is of record among the land records of Queen Anne's County in Liber W. H. C. No. 2-A, folio 205, etc.; and being the same property (except the 2.66 acres) of which the said Mary Helen Christian became solely vested upon the death of the said James L. Christian, her husband, on December 28th, 1941.

TOGETHER with the buildings and improvements thereon erected and being, and all and singular the rights, roads, ways, waters, privileges, advantages and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above granted property unto the said J. Wilbur Stafford, his heirs and assigns, forever in fee simple.

AND the said Mary Helen Christian does hereby covenant that she will warrant specially the above described property, and that she will execute such further assurances to said land as may be requisite or necessary.

AS WITNESS the hand and seal of the grantor.

TEST:

MARY KER KEATING
Mary Ker Keating

MARY HELEN CHRISTIAN (SEAL)
Mary Helen Christian

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

516

I HEREBY CERTIFY, that on this 28th day of May, in the year nineteen hundred and forty-three, before the Subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Mary Helen Christian, widow-lady, the Grantor above named, and acknowledged the aforegoing DEED to be her act.

Witness my hand and Notarial Seal.

MARY KER KEATING
Mary Ker Keating
Notary Public

Notary Public Seal.

My commission expires: 5/7/45

Filed Nov 9, 1972

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#21,826. Q U E E N A N N E'S C O U N T Y, T O W I T:

Be it remembered that on the Twenty Ninth day of May, in the year nineteen hundred and forty three, the following Mortgage was brought to be recorded, to wit:-

THIS PURCHASE-MONEY MORTGAGE, Made this twenty-eighth day of May in the year nineteen hundred and forty-three, by J. Wilbur Stafford, single-man, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said J. Wilbur Stafford has this day borrowed from T. Herman Palmer of said County and State, the full sum of Ten Thousand Dollars ($10,000.00) in order to complete the payment of the purchase money for the real estate hereinafter described, which said sum is to be re-paid, with interest half-yearly, at five per centum per annum, at the expiration of two (2) years from the date of these presents, with the privilege of paying same at the expiration of one year from date of these presents, to secure the payment of which sum

Palmer

ASG, Jr# 7

Folio 1

Examined and delivered to Mrs. Foster Sudler, Agent.

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#21,539. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Fifth day of November, in the year nineteen hundred and forty two, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this 31st day of October in the year nineteen hundred and forty two between John Wilbur Stafford, single man, of Queen Anne's County in the State of Maryland, party of the first part and Herbert Alfred Willis and Leila Sudler Willis, his wife, of the same place, parties of the second part;

WITNESSETH:-

THAT the party of the first part, for and in consideration of the sum of one dollar, the receipt of which is hereby acknowledged, does hereby grant and convey unto the said parties of the second part, Herbert Alfred Willis and Leila Sudler Willis, his wife, their heirs and assigns forever, as tenants by the entireties,

ALL that lot of land now called or known as "The Kirby Landing Property of J. Wilbur Stafford" and lately called or known as "Kirby's Landing Property of Queen Anne's County" and also all the land immediately adjacent thereto and once used by the public as incident to the use of the property called "Kirby's Landing", situate, lying and being in the Seventh Election District of Queen Anne's County in the State of Maryland, on Chester River and adjoining the public road leading from the Sudlersville-Millington State Road to said property, and the property of William Felton on the east, Chester River on the north and the J. H. Christian Property on the west, that part of the land hereby conveyed consisting of "Kirby's Landing" being contained within the following metes and bounds, courses and distances according to a survey thereof made August 15th, 1939 by William T. Henry, surveyor, to wit:- BEGINNING for the same at a point on the shore line of Chester River and running thence South 79 degrees

Original

... and running, thence South 79 degrees 50 minutes west, 118.8 feet to aforesaid Christian tract, thence with that tract South 23 degrees 41 minutes east, 318.2 feet to the public road leading to the shore; thence with the shore and with the Felton tract, North 2 degrees west, 312.6 feet to the place of beginning, containing $\frac{426}{1000}$ of an acre of land, more or less.

Being the same land and property conveyed unto the party of the first part by the name of J. Wilbur Stafford by the County Commissioners of Queen Anne's County, a corporation, by deed dated August 22nd, 1936 and recorded in Liber A. S. G. junior, No. 1, a land record book of Queen Anne's County at folio 484.

TOGETHER with the buildings and improvements thereon and all the roads, rights, ways, waters and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the land and premises above described with all the appurtenances thereof unto the parties of the second part, their heirs and assigns in fee simple, as tenants by the entireties, and for no other purpose.

AND the said party of the first part covenants that he will warrant specially the property hereby granted and conveyed and that he will execute such further assurances of said land as may be requisite.

IN TESTIMONY WHEREOF the party of the first part does hereunto affix his name and seal the day and year first hereinabove written.

Test: JOHN F. STOKES

JOHN WILBUR STAFFORD (SEAL)
John Wilbur Stafford

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

I hereby certify that on this 31st day of October in the year nineteen hundred and forty two before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared John Wilbur Stafford, the above named Grantor, and he did acknowledge the aforegoing DEED to be his act.

IN WITNESS WHEREOF I do hereunto subscribe my name and affix my Seal Notarial the day and year above written.

JOHN F. STOKES

NOTARY PUBLIC.

Notary
Public
Seal.

Filed Nov 9, 1942

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#21,540. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Fifth day of November, in the year nineteen hundred and forty two, the following Deed of Partial Release was brought to be recorded, to wit:-

K
Nov - 2 1942
E W S

THIS DEED OF RELEASE, made the 2nd day of November, 1942, between The Federal Land Bank of Baltimore, a corporation, party of the first part, and George D. Neavitt, unmarried, and Bessie B. Neavitt, unmarried, parties of the second part.

WHEREAS, by mortgage dated December 18, 1928, and recorded among the Land Records of Queen Anne's County, in the State of Maryland, in Liber B. H. T.,No. 9, Folio 83, said parties of the second part conveyed to said party of the first part certain lands therein particularly described to secure the payment of the sum of $9000.00; and

WHEREAS, said parties of the second part desire a release of the lien of said mortgage as to a portion of said land.

NOW THEREFORE, in consideration of the premises and for other valuable considerations, said party of the first part doth release from the lien of said mortgage all that tract of land containing one hundred twenty-two (122) acres, more or less, and being Tract No. 3 as described in said mortgage, to which reference is hereby made for a more particular description thereof.

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#19,570. QUEEN ANNE'S COUNTY, TO

W I T: Be it remembered that on the Twenty Third day of August, in the year nineteen hundred and thirty nine, the following Deed was brought to be recorded, to wit:-

THIS DEED made this 22nd day of August in the year nineteen hundred and thirty nine by THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, a municipal corporation, WITNESSETH:

WHEREAS, the said body corporate has no further use in the interest of the public for the public Landing, known as Kirby's Landing, in the Seventh Election District of Queen Anne's County, and on Chester River, and in the land immediately adjacent thereto and heretofore used by the public as incident to the use of the said Landing, and therefore has sold the said land and the land immediately adjacent thereto and formerly used by the public as incident to the use of said Landing to J. Wilbur Stafford:

NOW, THEREFORE, in consideration of the premises and the sum of TWENTY FIVE DOLLARS ($25.00), the receipt of which is hereby acknowledged, THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, a municipal corporation, does hereby grant and convey unto and to J. Wilbur Stafford, his heirs and assigns, all the right, title, interest and estate of the said body corporate in and to

all that Public Landing, known as "Kirby's Landing" and land immediately adjacent thereto and used by the public as incident to the use of said Landing, situate on Chester River in the Seventh Election District of Queen Anne's County, Maryland, said land lying about one mile west of Millington, adjoining the public road leading to said land and the property of William Felton on the East, Chester River on the North, and the property of J. H. Christian on the West and described by metes and bounds by a survey thereof made by William T. Henry, Surveyor, on August 15th., 1939, as follows, to wit: Beginning at a point on the shore line of Chester River and running thence South Seventy nine degrees and fifty minutes West one hundred and eighteen and eight tenths feet to the Christian Tract; thence with said Christian Tract South ~~twenty~~ three degrees and forty one minutes East three hundred and eighteen and two tenths feet to the said public road leading to the shore; thence with said shore and the Felton Tract North two degrees West three hundred and

A.S.G. Jr.
#1
Folio
484

mailed to J. Wilbur Stafford
39 Millington, Md.

LIBER 7 PAGE 297

Original Exam'd & mailed to Oct. 10, 1939

one hundred and eighteen and eight tenths feet to the Christian Tract; thence with said Christian Tract South twenty three degrees and forty one minutes East three hundred and eighteen and two tenths feet to the said public road leading to the shore; thence with said shore and the Felton Tract North two degrees West three hundred and twelve and six tenths feet to the point of beginning, containing four hundred and twenty six thousandths of an acre of land, more or less.

TOGETHER with all rights, ways, waters, privileges and advantages thereto attached or appertaining to the same.

AND THIS DEED FURTHER WITNESSETH: that the said body corporate, THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, has constituted and by these presents appoint and constitute James W. Crowl its true and lawful attorney, for it and in its name, to acknowledge this deed as and for the deed of the said body corporate, before an officer duly authorized to take acknowledgements to the end that this deed may be recorded.

Witness the hand and seal of the said body corporate by James W. Crowl, President of the said body corporate, attested by the Clerk of the said body corporate and corporate seal duly affixed.

THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY

By JAMES W. CROWL
James W. Crowl
Its President.

Test:

FLORENCE B. MOORE
Florence B. Moore
Clerk.

Seal's Place.

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

I hereby certify that on this 22nd day of August, in the year nineteen hundred and thirty nine, personally appeared before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County, James W. Crowl, the party named in the power of attorney in the within deed, and by virtue and in pursuance of said power of attorney, acknowledged the within and

aforegoing deed to be the deed of the said body corporate, THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY. In witness whereof I have hereunto subscribed my name and affixed my seal notarial.

BERTHA G. DURNEY
Bertha G. Durney

Notary Public.

Notary
Public
Seal.

One-Ten Cent Recordation Tax
Stamp. Endorsed Co. Com. 8/22/39.

Filed Nov 9, 1972

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#19,571. Q U E E N A N N E'S C O U N T Y, T O W I T: Be it remembered that on the Twenty Third day of August, in the year nineteen hundred and thirty nine, the following Deed was brought to be recorded, to wit:-

THIS DEED made this 5th day of August in the year nineteen hundred and thirty nine by Evelyn R. Taylor and William E. Taylor, her husband, of the State of New York, and J. Tyson Heather of Caroline County, State of Maryland, WITNESSETH:

WHEREAS, the said Evelyn R. Taylor is the owner of the hereinafter described real estate subject nevertheless to a certain mortgage given by Henry M. Robinson and wife to Thomas C. Franco, bearing date of April 12th., 1932, and recorded in Liber B. H. T. NO. 14, folios 302 &etc., a Land Record Book for Queen Anne's County, which mortgage is assigned to J. Tyson Heather, who joins in this deed for the purpose of releasing the land herein conveyed from the said mortgage and mortgage lien, reserving said mortgage and mort-

LIBER 7 PAGE 300

ASSIGNMENT OFFICE
CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
P.O. Box 67
CENTREVILLE, MARYLAND 21617
Telephone: 758-1773

DATE November 14, 1972

TO: John W. Sause, Jr., Esquire
204 North Commerce Street
Centreville, Maryland 21617

John T. Clark, III, Esquire
118 N. Commerce Street
Centreville, Maryland 21617

RE: Herbert Hamilton vs. Foster S. Willis
Chy No. 5337

The above case has been taken out of assignment for Court Trial on December 7, 1972 and

THE ABOVE CASE (S) HAS (~~HAVE~~) BEEN Re-SCHEDULED FOR Court

TRIAL ON Friday, February 9, 1973, at 9:45 A. M.

Please determine promptly whether this date is suitable. A request for a change of the trial date will only be granted for any of the following reasons: (a) conflict with other commitments, (b) unavailability of witnesses, (c) pending discovery proceedings, or (d) any other adequate reason. All such requests must be made to the Assignment Clerk within thirty (30) days of the receipt of this notice. Thereafter no continuance will be considered by the Court except in accordance with the appropriate provisions of Maryland Rule and Second Circuit Rule 527.

One day has been assigned for the trial of this case.
Court requires trial breifs to be filed at least one week before date of trial.

Assignment Clerk

Please return postal card promptly.

Chy No. 5337

Mr. Clerk ..November 15, 1972

This is to acknowledge receipt of notice setting case of:

Herbert Hamilton..... vs. Foster S. Willis.....

for .....trial..... on ..Feb. 9, 1973....

before .....Court.....

John T. Clark III

Attorney for Defendant & Co-Defendant Plaintiff

HON. GEORGE B. RASIN, JR., CHIEF JUDGE
HON. HARRY E. CLARK
HON. H. KENNETH MACKEY
HON. B. HACKETT TURNER, JR.
HON. J. ALBERT RONEY, JR.
HON. JAMES A. WISE
ASSOCIATE JUDGES

CHARLES W. CECIL, CLERK

OFFICE OF

CLERK OF THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
CENTREVILLE, MARYLAND 21617

December 19, 1972

John W. Sause, Jr., Esquire
204 North Commerce Street
Centreville, Maryland 21617

John T. Clark, III, Esquire
118 N. Commerce Street
Centreville, Maryland 21617

Re: Herbert Hamilton vs. Foster S. Willis
Chy No. 5337

Case has been definitely set for Court Trial on Friday, February 9, 1973, at 9:45 A. M.

Your attention is invited to Second Circuit Rule 527 and Maryland Rule 527. No continuance will be granted unless the Court shall be satisfied that such an emergency has arisen, not reasonable forseeable, as would result in an injustice if the trial is required to take place.

Assignment Clerk

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HERBERT HAMILTON	:	IN THE
Plaintiff	:	CIRCUIT COURT
	:	FOR
vs	:	QUEEN ANNE'S COUNTY
FOSTER S. WILLIS	:	Equity #5337
Defendant	:	

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NOTICE OF DEPOSITION BY PLAINTIFF

The Plaintiff, Herbert Hamilton, will take the Deposition of the following named witness upon oral examination before William R. Gore, a Notary Public, or some other person duly qualified to administer an oath, at the offices of John W. Sause, Jr., 204 North Commerce Street, Centreville, Maryland, at 10 o'clock a.m. on January 31, 1973, to continue from day to day until completed:

J. Wilbur Stafford
Sudlersville, Maryland

The said witness shall produce and bring with him to the Deposition, all books, records or papers in his possession which in any way relate to (1.) the Spring Landing Farm and/or the Robins Tract which the said witness acquired from Johna Palmer Smith, Trustee, and John E. Robins in 1935, which he sold to James L. Christian in 1935, which he re-acquired in 1943 and which he subsequently transferred to W. Harlan Henszey and wife in 1944; and (2.) the so called Kirby Landing property which he purportedly acquired from the County Commissioners of Queen Anne's County in 1939 and transferred to Herbert Alfred Willis and wife in 1942.

John W. Sause, Jr.
Attorney for Plaintiff

I hereby certify that on this 23rd day of January, 1973, a copy of the aforegoing Notice of Deposition by Plaintiff was ~~mailed postage~~ delivered prepaid, to John T. Clark, III, Esquire, 118 North Commerce Street, Centreville, Maryland 21617, Attorney for the Defendant.

John W. Sause, Jr.
Attorney for Plaintiff

Filed Jan 23, 1973

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HERBERT HAMILTON	:	IN THE
Plaintiff	:	CIRCUIT COURT
	:	FOR
vs	:	QUEEN ANNE'S COUNTY
FOSTER S. WILLIS	:	Equity #5337
Defendant	:	

::::::::::::::::

REQUEST FOR SUMMONS DUCES TECUM

Mr. Clerk:

Issue Summons Duces Tecum commanding J. Wilbur Stafford of Sudlersville, Maryland to be and appear at the offices of John W. Sause, Jr., 204 North Commerce Street, Centreville, Maryland on Wednesday, January 31, 1973, at 10:00 a.m., for the purpose of taking his deposition upon oral examination at said time and place before William R. Gore, a Notary Public, or some other person duly qualified to administer an oath, to continue from day to day until completed; and that Mr. Stafford bring with him to the Deposition all books, records or papers in his possession which in any way relate to:

1. Spring Landing Farm and/or the Robins Tract which the said witness acquired from John Palmer Smith, Trustee, and John E. Robins in 1935, which he sold to James L. Christian in 1935, which he re-acquired in 1943 and which he subsequently transferred to W. Harlan Henszey and wife in 1944;

2. The so called Kirby Landing property which he purportedly acquired from the County Commissioners of Queen Anne's County in 1939 and transferred to Herbert Alfred Willis and wife in 1942.

John W. Sause, Jr.
Attorney for Plaintiff

Filed Jan 23, 1973

17

HERBERT HAMILTON	:	IN THE
Plaintiff	:	CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
FOSTER S. WILLIS	:	EQUITY # 5337
Defendant	:	

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ANSWERS TO INTERROGATORIES

The Plaintiff and Counter Defendant (hereafter referred to as the "Plaintiff") hereby answers the Interrogatories filed by the Defendant and Counter Plaintiff (hereafter referred to as the "Defendant"):

a. A number of answers contain information which is complete on the date hereof but concerning which the Plaintiff's investi-

gation is continuing; and supplemental answers will be filed if necessary when such investigation is completed.

b. Facts concerning public records have been furnished to Plaintiff by his attorney. Plaintiff believes such facts to be accurate but is not qualified to make, and has not made, any examination of such public records.

c. The phraseology of these Answers is that of the Plaintiff's attorney.

d. In Schedule A, the Plaintiff has omitted references to instruments of title for some parts of his lands which are not contiguous to the area in dispute as reflected in Defendant's Answers to Plaintiff's Interrogatories.

1. (a) Plaintiff is presently in possession of no writing evidencing his color of title (except Exhibit A attached to the Bill of Complaint which has already been furnished to the Defendant); but the evidences upon which he relies are all of record as fully set forth in Schedule A attached hereto as part of these Answers.

(b) The earliest evidence of title relied upon is the first instrument referred to in Schedule A.

(c) The consideration for the deed to the Plaintiff was $175,000.00. Plaintiff has no personal knowledge of consideration for any other instrument except such as is reflected by the public records referred to in Schedule A; except that his attorney has been advised by J. Wilbur Stafford that the latter took title as an escrowee or trustee by the deed dated May 29, 1943, and recorded among the Land Records of Queen Anne's County in Liber A.S.G.Jr. 7, folio 513, and that there was no consideration for his subsequent transfer of the property (A.S.G.Jr. 9, folio 414) to the actual owners thereof.

2. (a)-(b) Possession of the premises by the Plaintiff is manifested by the use and occupation of structures on the premises referred to in Plaintiff's Exhibit A; cultivation of such lands; payment of real property taxes on such land; the maintenance of fences upon such land; the exercise of full riparian rights; the mortgage and other encumbrance of such land; and other acts evidencing full propietary ownership.

(c) Structures on the lands of the Plaintiff are shown on the three attached sheets being "Assessors Work Sheets" of the Tax Assessor for Queen Anne's County.

(d) The possession of the Plaintiff, as evidenced by his acts and acts of his agents, servants and employees have been manifested since April 7, 1971, the date on which he acquired the premises referred to in Plaintiff's Exhibit A, to the present time;

(e) In addition to the Plaintiff, persons whose presence or acts have contributed to such possession include:

Philip Norton
Crumpton, Maryland.

3. (a) Such claim of right is founded upon the instruments referred to in Schedule A;

(b)-(c) Such possession has been manifested by uses and acts of possession similar to those referred to in Paragraph 2 (a)-(b) of these Answers. In addition, some of Plaintiff's predecessors in title have made sales of lands which were formerly parts of the farm now owned by the Plaintiff.

(d) The Plaintiff is presently aware of no such structure except as set forth in answer to Defendant's second Interrogatory; but supplemental answers will be filed if necessary.

(e) At present, the Plaintiff is aware of only the following person; but supplemental answers will be filed if necessary, as his investigation is continuing:

Robert Graham
Chestertown, Maryland

(f) Uses of the land have been continuous.

4. The lands of the Plaintiff are occupied. For answer to the other parts of Defendant's Interrogatory No. 4, the Plaintiff incorporates by reference the facts set forth in Paragraph 2 of these Answers.

5. The only plat or survey of the Plaintiff's lands in his possession is the plat attached to Plaintiff's Interrogatories; and a copy of such plat or survey has already been furnished to the Defendant. Other plats and surveys of record upon which the Plaintiff relies are referred to in Schedule A.

6. At the present time, the Plaintiff plans to call as witnesses, in addition to himself:

Howard Wood, III, Esquire
119 Lawyers Row
Centreville, Maryland 21617

J. Wilbur Stafford
Sudlersville, Maryland 21668

7. No such reports exist at present.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing document are true and correct.

Herbert Hamilton

Herbert Hamilton

Filed Jan. 24, 1973

SCHEDULE A

DATE	PERSON(S) ACQUIRING	LIBER	FOLIO	CODE
1600				
6-12-88	Gabriel Thomas	N.S.2	651	a
3-12-94	James Cacy	L.L.7	123	b
1700				
7-5-46	Edward Tilghman	P.T.2	330	a
11-28-52	William Lambden	R.T. D	124	
7-25-57	Joseph Cacy et al.	W.H.N.1	135	c
12-6-66	Edward Tilghman	B.C.G.S.31	95	a
1-21-79	Eleazer Massey	R.T. L	221	
1784	Eleazer Massey	S.C.7	190	c
10-31-86	Mary Tilghman	T.M.1	277	c
7-15-87	James Cacy	S.C.7	142	c
3-8-94	John Cacy, et al.	S.T.W.4	416	
8-19-95	Sarah Wassey Harris	S.T.W.3	282	
12-30-97	Nathaniel Peacock	S.T.W.4	411	
1800				
9-3-05	Samuel Cacy	S.T.W.7	373	
12-1-07	Henrietta Tilghman, et al	S.T.W.9	167	
12-13-10	Richard I. Jones	S.T.W.9	469	
10-21-12	Harriet Buce	J.B.1	425	
9-8-15	Samuel Cacy	J.B.2	630	
9-8-15	Samuel Cacy	T.M.5	132	
1818	William Gilbert	J.B.1	195	f
5-9-25	Nathaniel Cacy	T.M.3	477	
4-6-29	Samuel Cacy	T.M.5	199	
4-2-31	Samuel G. Osborn	T.M.6	22	
11-28-33	Samuel Walters	J.T.1	91	
8-8-34	William Cacy, et al.	T.C.E.2	34	c
9-15-36	Benjamin Coppage et al.	T.C.E.2	182	c
2-14-42	Edward Coppage	J.T.3	452	
1-31-48	Samuel Walters	J.T.5	442	
3-1-49	George Cacy	J.T.6	68	
3-1-49	William Cacy	J.T.6	70	
3-18-56	William S. Kirby	J.P.3	51	
6-2-58	Henry Loder	J.P.3	526	
5-4-63	Sarah A.L. Walters	M.B.2	327	
6-24-63	Herzberg & Steifel	M.B.2	388	
12-31-63	Thomas Mallalieu	S.E.D.1	36	
1-23-64	Benjamin Walters et al.	S.E.D.1	437	d,e
10-20-64	Martha G. Palmer	S.E.D.1	482	
12-16-64	Samuel Mallalieu	S.E.D.1	439	
3-30-67	Edward Pickup	S.E.D.3	110	
3-30-67	Jane Loder	S.E.D.3	112	
5-23-70	Thomas Stott	J.W.2	189	
5-17-75	William T. Solloway	J.W.5	94	

SCHEDULE A (Continued)

DATE	PERSON(S) ACQUIRING	LIBER	FOLIO	CODE
11-3-76	William S. Kirby	J.W.6	340	
2-18-79	William T. Solloway	J.W.9	243	
1-20-83	Thomas J. Keating,et al.	S.C.D.3	207	d
11-29-84	Benjamin Biggs	S.C.D.5	277	
12-12-85	Willard D. Biggs	S.C.D.7	448	
12-29-85	Robert Morrow	S.C.D.8	50	
12-29-86	Willeamean Kirby	S.C.P.9	342	
8-16-90	Willeamean Kirby	T.A.B.2	275	c
12-6-93	James C. Kirby	L.D.2	340	
6-30-94	Olin Bryan	W.D.3	556	d
10-11-94	William J. Price	W.H.C.2	41	
12-24-94	Willeamean Kirby	W.H.C.2	259	
1900				
8-12-02	Philemon B. Hopper	#1596		d
7-20-05	Willeamean Kirby	J.E.G.8	82	
7-20-05	Charles D. Redmon	J.E.G.8	83	
7-16-07	Sudlersville Bank	S.S.3	275	
8-6-08	Thomas J. Keating	S.S.1	526	d
12-24-08	Isaac L. Baker	S.S.5	499	
8-30-09	Mary F. Baker	S.S.6	523	
5-20-25	Lancelot Moffett	B.H.T.3	515	
12-5-25	Lancelot Moffett	B.H.T.6	183	
6-26-26	Louis D. Teat	B.H.T.5	360	
6-29-29	John E. Robbins	B.H.T.10	26	
6-29-29	Sudlersville Bank	B.H.T.10	27	
3-18-30	Elena F. Wood, etc.	B.H.T.10	556	
3-18-30	Fanny M. Wood	B.H.T.10	558	
6-3-35	J. Wilbur Stafford	W.F.W.3	548	d
7-30-35	J. Wilbur Stafford	W.F.W.3	629	d
9-23-35	J. Wilbur Stafford	W.H.C.1A	591	
9-23-35	James L. Christian	W.H.C.1A	593	e
11-12-35	J. Wilbur Stafford	W.H.C.2A	204	
11-14-35	James L. Christian	W.H.C.2A	205	e
5-28-43	J. Wilbur Stafford	A.S.G.7	513	
6-9-44	W. Harlan Henszey	A.S.G.9	414	
1-7-67	Eugenia G. Henszey	C.W.C.27	21	
4-7-71	Herbert Hamilton	C.W.C.54	275	

Explanation of Code

a= Land Patent; Hall of Records, Annapolis

b= Talbot County Court House

c= Will Record; Queen Anne's County

d= Judgment in Extenso record; Queen Anne's County

e= Indicates accompanying plat

f= Land Commission record; Queen Anne's County

No code means Queen Anne's County Land Record

Filed Jan. 24, 1973

18 (Subpoena Duces Tecum).

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

THE STATE OF MARYLAND

TO J. Wilbur Stafford

Sudlersville, Maryland

You are hereby commanded that all excuses and delays set apart, you be and appear ~~before~~ for the purpose of taking deposition at the offices of John W. Sause, Jr. 204 N. Commerce St. ~~the Circuit Court for Queen Anne's County~~ at Centreville on the 31st day of January 19 73, at 10:00 o'clock, A. M., and that you

then and there bring with you and produce at the time and place aforesaid, all books, records or papers in your possession which in any way relate to: 1. Spring Landing Farm and /or the Robins Tract which the said witness acquired from John Palmer Smith, Trustee and John E. Robins in 1935, which he sold to James L. Christian in 1935, which he re-acquired in 1943 and which he subsequently transferred to W. Harlan Henszey and wife in 1944: 2. The so called Kirby Landing property which he purportedly acquired from the County Commissioners of Queen Anne's County in 1939 and transferred to Herbert Alfred Willis and wife in 1942.

then and there to testify and show all and singular those things which you know, or the said records, etc. doth import of and concerning a certain matter of controversy in the said Court depending between Herbert Hamilton Plaintiff, and Foster S. Willis Defendant, on the part of the Plaintiff; hereof fail not at your peril, and have you then and there this writ.

Issued the 23rd day of January, 19 73.

Witness, the Honorable George B. Rasin, Jr. Chief Judge of the Second Judicial Circuit of Maryland.

Charles E. Cecil Clerk

Attorney for Plaintiff
John W. Sause, Jr.
204 North Commerce Street
Centreville, Maryland 21617
758-0970

Filed Jan 25, 1973

Subpoena Duces Tecum served on J. Wilbur Stafford and a copy of the same left with J. Wilbur Stafford this 25th day of January, 1973.

Deputy Sheriff for Queen Anne's County

19

HERBERT HAMILTON	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
FOSTER S. WILLIS	*	QUEEN ANNE'S COUNTY
Defendant	*	Equity #5337

* * * * *

NOTICE TO ENTER APPEARANCE

Mr. Clerk:

Please enter the appearance of John F. Hall and Brown and Nuttle as additional counsel for Foster S. Willis.

John F. Hall

BROWN AND NUTTLE
310 Stewart Building
Easton, Maryland 21601
Telephone: 822-7650

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 31st day of January, 1973, a copy of the aforegoing Notice was delivered to John W. Sause, Jr., attorney for Herbert Hamilton.

John F. Hall

Filed Jan 31, 1973

20

HERBERT HAMILTON	:	IN THE
Plaintiff	:	CIRCUIT COURT
	:	FOR
vs	:	QUEEN ANNE'S COUNTY
FOSTER S. WILLIS	:	Equity #5337
Defendant	:	

::::::::::::::::

REQUEST FOR SUMMONS DUCES TECUM

Mr. Clerk:

Issue Summons Duces Tecum commanding J. Wilbur Stafford of Sudlersville, Maryland to be and appeat in the Circuit Court for Queen Anne's County, Centreville, Maryland on Friday, February 9, 1973, at 10:00 a.m. and direct that Mr. Stafford bring with him all books, records or papers in his possession which in any way relate to:

1. Spring Landing Farm and/or the Robins Tract which the said witness acquired from John Palmer Smith, Trustee, and/or John E. Robins in 1935, which he sold to James L. Christian in 1935, which he re-acquired in 1943 and which he subsequently transferred to W. Harlan Henszey and wife in 1944;

2. The so called Kirby Landing property which he purportedly acquired from the County Commissioners of Queen Anne's County in 1939 and transferred to Herbert Alfred Willis and wife in 1942.

John W. Sause, Jr.
Attorney for Plaintiff

LIBER 7 PAGE 312

(Subpoena Duces Tecum).

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

THE STATE OF MARYLAND

TO J. Wilbur Stafford

Sudlersville, Maryland

You are hereby commanded that all excuses and delays set apart, you be and appear before the Circuit Court for Queen Anne's County, to be held at Centreville on Friday the 9th day of February 1973, at 10:00 o'clock, A.M., and that you

then and there bring with you and produce at the time and place aforesaid, all books, records or papers in your possession which in any way relate to: (1) Spring Landing Farm and/or the Robins Tract which the said witness acquired from John Palmer Smith, Trustee, and/or John E. Robins in 1935, which he sold to James L. Christian in 1935, which he re-acquired in 1943 and which he subsequently transferred to W. Harlan Henszey and wife in 1944; (2) The so called Kirby Landing property which he purportedly acquired from the County Commissioners of Queen Anne's County in 1939 and transferred to Herbert Alfred Willis and wife in 1942.

then and there to testify and show all and singular those things which you know, or the said records etc. doth import of and concerning a certain matter of controversy in the said Court depending between Herbert Hamilton Plaintiff, and Foster S. Willis Defendant, on the part of the Plaintiff; hereof fail not at your peril, and have you then and there this writ.

Issued the 31st. day of January, 1973.

Witness, the Honorable George B. Rasin, Jr. Chief Judge of the Second Judicial Circuit of Maryland.

Charles M. Cecil Clerk

Attorney for Plaintiff
John W. Sause, Jr.
204 North Commerce Street
Centreville, Maryland 21617
758-0970

Filed Feb 5, 1973

Subpoena Duces Tecum served on J. Wilbur Stafford and a copy of the same left with J. Wilbur Stafford this 1st day of February, 1973.

Alfis M. Butler
Deputy Sheriff for Queen Anne's County

22

HERBERT HAMILTON	:	IN THE
Plaintiff	:	CIRCUIT COURT
	:	FOR
vs	:	QUEEN ANNE'S COUNTY
FOSTER S. WILLIS	:	Equity #5337
Defendant	:	

::::::::::::::::

SUPPLEMENTAL ANSWERS TO INTERROGATORIES

Herbert Hamilton by John W. Sause, Jr., his attorney, for further answers to the Interrogatories heretofore filed for the Defendant and Counter Plaintiff says that the following additional witnesses, who have knowledge of some of the facts and matters involved in this cause, will be called to testify on behalf of the Plaintiff and Counter Defendant:

L. Alan Evans
8013 Belair Road
Baltimore, Maryland

Walter I. Lindsay
Millington, Maryland

John W. Sause, Jr.
Attorney for Plaintiff and
Counter Defendant

I hereby certify that on this 5 day of February, 1973, a copy of the aforegoing Supplemental Answers to Interrogatories was delivered to John T. Clark, III, Esquire, 118 North Commerce Street, Centreville, Maryland, Attorney for the Defendant.

John W. Sause, Jr.
Attorney for Plaintiff and
Counter Defendant

Filed Feb. 5, 1973

LIBER 7 PAGE 314

LAW OFFICES
JOHN W. SAUSE, JR.
204 NORTH COMMERCE STREET
CENTREVILLE, MARYLAND 21617

AREA CODE 301-758-0070

5 February 1973

The Honorable Charles W. Cecil
Clerk of the Circuit Court
Courthouse
Centreville, Maryland 21617

Re: Hamilton v Willis
Equity #5337

Dear Mr. Cecil:

Would you please prepare certified copies of the following instruments and charge them to the above-titled case:

1. Deed from John Palmer Smith to J. Wilbur Stafford, recorded in Liber W.H.C. 2A, folio 204.

2. Deed from J. Wilbur Stafford to James L. Christian, recorded in Liber W.H.C. 2A, folio 205.

3. Plat recorded in Liber W.H.C. 2A, folio 208.

4. Deed from James L. Christian and wife to George E. Clark, recorded in Liber A.S.G.Jr. 1, folio 267.

5. Deed from James L. Christian and wife to J. Wilbur Stafford, recorded in Liber A.S.G.Jr. 7, folio 513.

6. Deed from J. Wilbur Stafford to W. Harlan Honszoy and wife, recorded in Liber A.S.G.Jr. 9, folio 414.

7. Deed from Jane H. Tavlin and others to Herbert Hamilton, recorded in Liber C.W.C. 54, folio 275.

Very truly yours,

John W. Sause, Jr.

JWSJr/klvw

Rec'd. 2/5/73

LAW OFFICES
CLARK & CLARK
118 N. COMMERCE STREET
CENTREVILLE, MD. 21617
TELEPHONE 758-1368 AREA CODE 301

J. THOMAS CLARK
JOHN T. CLARK, III

23

February 6, 1973

Charles W. Cecil
Clerk of the Circuit Court
Queen Anne's County Court House
Centreville, Maryland 21617

Re: Herbert Hamilton vs Foster S. Willis
Equity No. 5337

Dear Mr. Cecil:

Please issue summons to testify to the following persons in the above entitled case:

William H. Nuttle, Surveyor
Chestertown, Maryland 21620

Richard Phillips
Sudlersville, Maryland

Edgar White
Sudlersville, Maryland

to appear on February 9, 1973
at: 9:45 a.m.

Very truly yours,

CLARK & CLARK

JOHN T. CLARK, III

JTC,III/rv

Filed Feb 6, 1973

LIBER 7 PAGE 316

24

HERBERT HAMILTON	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs	:	FOR
	:	QUEEN ANNE'S COUNTY
FOSTER S. WILLIS	:	Equity No. 5337
Defendant	:	

::::::::::::::::

SUPPLEMENTAL ANSWERS TO INTERROGATORIES

Herbert Hamilton by John W. Sause, Jr., his attorney, for further answers to the Interrogatories heretofore filed for the Defendant and Counter Plaintiff says in further answer to Interrogatory 7 that the attached report was received from one of the witnesses who will testify at the trial.

John W. Sause, Jr.
Attorney for Plaintiff and
Counter Defendant

I hereby certify that on this 6th day of February, 1973, a copy of the aforegoing Supplemental Answers to Interrogatories was delivered to John T. Clark, III, Esquire, 118 North Commerce Street, Centreville, Maryland, Attorney for the Defendant.

John W. Sause, Jr.
Attorney for Plaintiff and
Counter Defendant

Filed Feb 6, 1973

May 2, 1972
539 Poplar Street
Cambridge, Maryland

Mr. Herbert K. Hamilton
183 Meadow Road
Riverside, Conn. 06878

Dear Mr. Hamilton:

As per orders received from Mr. Hood, your attorney, and you we have met with Mr. Hood and reviewed our work on the Hensey Property, Queen Anne County. We are convinced that on the basis of title information our survey is correct.

Regarding the overlay of the information which you rent, we are unable to provide such a plat.

The deed to the Willis property does not contain a description of the property which really specifically locates the parcel of land. The only way with parcel of this location would be to run the back titles to determine as to where land in question originally a part. This procedure may or may not give us that information.

I am enclosing a bill for services rendered to date in this matter.

If you should desire additional work or have any question regarding the above do not hesitate to contact me.

Very truly yours,

L. Alan Evans
Evans, Hagan & Holderfer, Inc.

Filed Feb 6, 1973

COPY

LIBER 7 PAGE 318

LAW OFFICES
JOHN W. SAUSE, JR.
204 NORTH COMMERCE STREET
CENTREVILLE, MARYLAND 21617

AREA CODE 301-758-0970

7 February 1973

The Honorable Charles W. Cecil
Clerk of the Circuit Court
Courthouse
Centreville, Maryland 21617

Re: Hamilton v Willis
Equity #5337

Dear Mr. Cecil:

Would you please prepare certified copies of the following instruments and charge them to the above-titled case:

1. Deed from John Palmer Smith to J. Wilbur Stafford, recorded in Liber W.H.C. 1A, folio 591. 2.50

2. Deed from John Palmer Smith to J. Wilbur Stafford, recorded in Liber W.H.C. 1A, folio 593.

3. Plat recorded in Liber W.H.C. 1A, folio 595.

4. Deed from John W. Henszey to Eugenia G. Henszey, recorded in Liber C.W.C. 27, folio 21.

5. Certified copy of Plat 4 recorded with Deed in Liber C.W.C. 54, folio 275; and a copy of this Plat is enclosed for purposes of certification. 1.00

6. Report of Sale and Decree in Chancery #3043. 4.50

Very truly yours,

John W. Sause, Jr.

JWSJr/klvw

25

HERBERT HAMILTON
PLAINTIFF

VS

FOSTER S. WILLIS
DEFENDANT

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5337

SUPPLEMENTAL ANSWERS TO INTERROGATORIES

Foster S. Willis, ~~by John T. Clark, III, his attorney,~~ for further answers to the Interrogatories heretofore filed for the Plaintiff and Counter Defendant says that in further answer to question No. 1, Section e, and question No. 2, Section e:

(7)	Edwin S. Atkinson Millington, MD	He has seen the Defendant down there and has known of the ownership.
(8)	Leedon J. McCrea 147 W. Greenwood Avenue Lansdown, PA	He has seen the Defendant down there. He owns the adjoining land and has sought to buy this land from the Defendant

Also, in further answer to Question No. 7, Enclosed herewith is a copy of the survey made by William R. Nuttle, Registered Surveyor, dated November 1972.

I do hereby solemnly declare and affirm under the penalties of perjury that the contents of the foregoing document are true and correct.

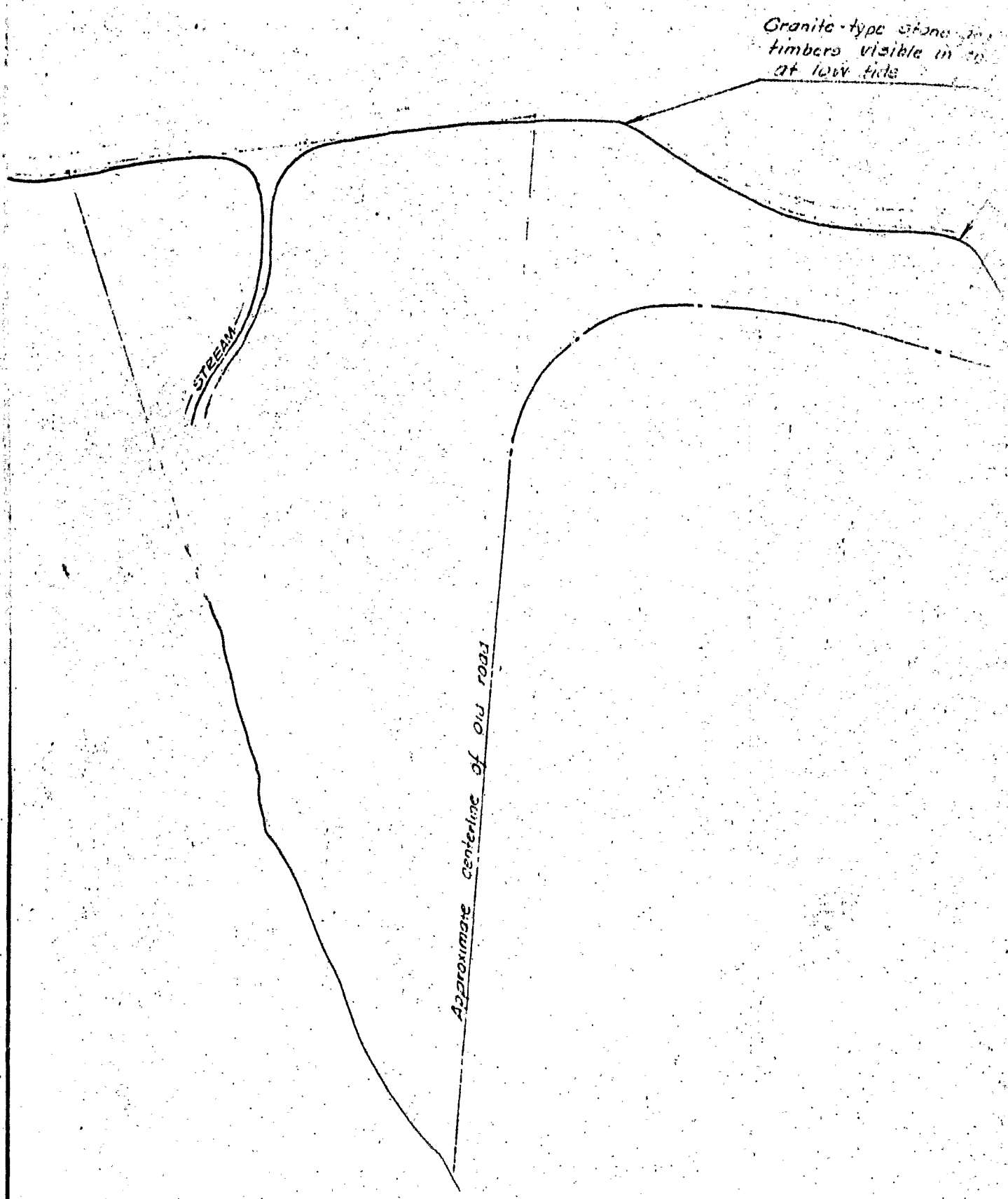
Foster S. Willis
Defendant and Counter Plaintiff

I HEREBY CERTIFY, that on this 7th day of February, 1973, a copy of the foregoing Supplemental Answers to Interrogatories was hand delivered to John Sause, Jr., Esquire, at his office in Centreville, Maryland 21617, Attorney for the Plaintiff and Counter Defendant.

John T. Clark, III
CLARK & CLARK
118 North Commerce Street
Centreville, Maryland 21617
Phone: 758-1392
Attorney for Defendant and
Counter-Plaintiff

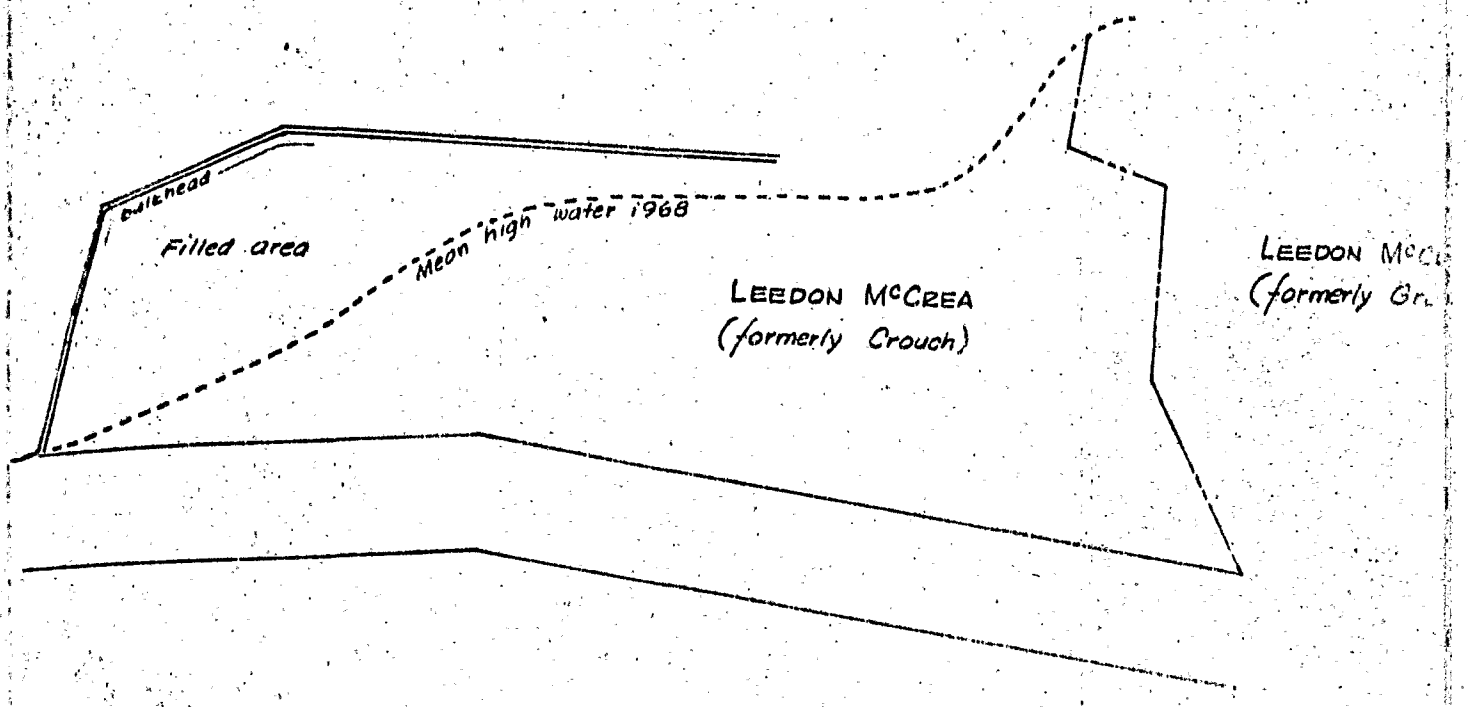
Filed Feb 7, 1973

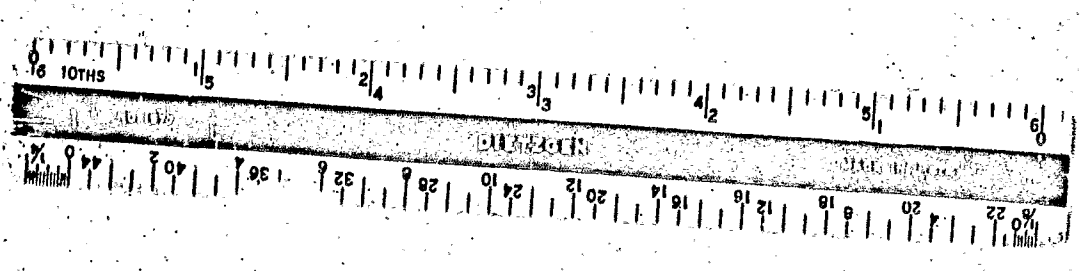
CHES


Granite-type stone
timbers visible in
at low tide
STREAM
Approximate centerline of old road

CHESTER R

Granite-type stone and constructi
timbers visible in this area
at low tide
Approximate centerline of old road





PLAT OF THE AREA AROUND

KIRBY'S LANDING

7TH DISTRICT, QUEEN ANNES CO., MD.

Scale 1" = 30' Nov. 1972.

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

Filed Feb 7, 1973

No. 5337 Equity

26

HERBERT HAMILTON

vs.

FOSTER S. WILLIS

State of Maryland

To William H. Nuttle, Surveyor

Chestertown, Maryland 21620

You are hereby commanded to be and appear before the Circuit Court for Queen Anne's County, Centreville, Maryland, on Friday, 9th day of February 1973, @ 9:45 o'clock A. M., to testify for the

Defendant and Counter Plaintiff

in the above entitled case.

Issued this 6th day of February, 1973

Witness the Honorable George B. Rasin, Jr., Chief Judge of the Second Judicial Circuit of Maryland.

Charles W. Cecil Clerk

Attorney for Defendant and Counter Plaintiff
John T. Clark, III,
Clark & Clark
118 N. Commerce St.
Centreville, Maryland 21617
758-1392

Filed Feb. 9, 1973.

LIBER 7 PAGE 324

Received Feb. 7, 1973

[illegible] Sheriff

[illegible]

Test:

Earl H. Pender, Clerk

Sheriff's Return

Served 2-7-73

Bartus O. Vickers

Sheriff

No. 5337 Equity

27

HERBERT HAMILTON

vs.

FOSTER S. WILLIS

State of Maryland

To Richard Phillips

Sudlersville, Maryland

You are hereby commanded to be and appear before the Circuit Court for Queen Anne's County, Centreville, Maryland, on Friday, 9th day of February 1973, @ 9:45 o'clock A.M., to testify for the

Defendant and Counter Plaintiff

in the above entitled case.

Issued this 6th day of February, 1973.

Witness the Honorable George B. Rasin, Jr., Chief Judge of the Second Judicial Circuit of Maryland.

Charles W. Cecil Clerk

Attorney for Defendant and Counter Plaintiff
John T. Clark, III
Clark & Clark
118 N. Commerce St.
Centreville, Maryland 21617
758-1392

Filed Feb. 9, 1973

summoned 2-9-73

walter clough

No. 5337 Equity

28

Herbert Hamilton

vs.

Foster S. Willis

State of Maryland

To Edger White

Sudlersville, Maryland

You are hereby commanded to be and appear before the Circuit Court for Queen Anne's County, Centreville, Maryland, on Friday, 9th day of February 19.73., @ 9:45 o'clock A.M., to testify for the

Defendant and Counter Plaintiff

in the above entitled case.

Issued this 6th day of February, 19.73.

Witness the Honorable George B. Rasin, Jr., Chief Judge of the Second Judicial Circuit of Maryland.

Charles W. Coil Clerk

Attorney for Defendant and Counter Plaintiff
John T. Clark, III
Clark & Clark
118 N. Commerce St.
Centreville, Maryland 21617
758-1392

Filed Feb. 9, 1973

Summoned 2-7-73
George B. Shafe

29

HERBERT HAMILTON	:	IN THE
Plaintiff	:	CIRCUIT COURT
	:	FOR
vs	:	QUEEN ANNE'S COUNTY
FOSTER S. WILLIS	:	Equity No. 5337
Defendant	:	

::::::::::::::::

MOTION TO DISMISS

Herbert Hamilton, Plaintiff and Counter Defendant, by John W. Sause, Jr., his attorney, and Foster S. Willis, Defendant and Counter Plaintiff, by John T. Clark, III, his attorney, move for leave to dismiss the Bill of Complaint and the Counterclaim filed for the reason that the parties hereto have settled the matter which gave rise to these proceedings and a Deed evidencing such agreement has been recorded among the Land Records of Queen Anne's County.

John W. Sause, Jr.
Attorney for Plaintiff and
Counter Defendant

John T. Clark, III
Attorney for Defendant and
Counter Plaintiff

Filed February 9, 1973

ORDER

30

Leave granted to dismiss.

2/13/73

James A. Eble
Judge

Filed Feb. 13, 1973

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ORDER TO DISMISS

Pursuant to the foregoing Motion and Order, please enter the above titled case and counterclaim filed herein dismissed.

John W. Sause, Jr.
Attorney for Plaintiff and
Counter Defendant

John T. Clark, III
Attorney for Defendant and
Counter Plaintiff

Filed February 13, 1973

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HERBERT HAMILTON,	:	IN THE
PLAINTIFF	:	CIRCUIT COURT
VS.	:	FOR
FOSTER S. WILLIS,	:	QUEEN ANNE'S COUNTY
DEFENDANT	:	EQUITY #5337

The deposition of JOHN WILBUR STAFFORD, was taken on Wednesday, January 31, 1973, commencing at 10 o'clock, a.m., at the offices of John W. Sause, Jr., Esquire, 204 North Commerce Street, Centreville, Maryland, before Margaret A. Beaulieu, a Notary Public.

APPEARANCES:

John W. Sause, Jr., Esquire
on behalf of the plaintiff

John F. Hall, Esquire
on behalf of the defendant

reported by: M. A. Beaulieu

Filed Feb 23, 1973

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STIPULATIONS

It is stipulated and agreed by and between counsel for the respective parties that the reading and signing of this deposition by the witness is hereby waived.

It is further stipulated and agreed that the filing of this deposition with the Clerk of Court is hereby waived.

JOHN WILBUR STAFFORD,

produced for examination by the plaintiff, being first duly sworn to tell the truth, the whole truth and nothing but the truth, testified as follows:

MR. SAUSE: Before we start, I think we should indicate, for the purposes of continuity, that I have received this morning notice to enter appearance of John F. Hall, Esquire, Brown and Nuttle, attorneys, of Easton, Maryland. Mr. John T. Clark, III, who had been attorney for the defendant and counter-plaintiff in this case, had indicated to me verbally this morning that I would be receiving this appearance. It is my understanding that

Mr. Clark, however, is not withdrawing from the case. Is that right, Mr. Hall?

MR. HALL: Exactly true.

MR. SAUSE: Now, before we go any further and get into the interrogation, are there any objections to the form of the procedure of this. Mr. Stafford, of course, has already been sworn. Is there any reason why we can't proceed now to take his deposition?

MR. HALL: No indeed.

EXAMINATION BY MR. SAUSE:

Q. Mr. Stafford, would you give us your name and your address, and your occupation, please, sir?

A. John Wilbur Stafford is my full name.

MR. SAUSE: We might indicate, I suppose, for the record, that Mr. Clark in fact made his appearance.

MR. CLARK: No. I just wanted to talk to Mr. Hall for a minute, if you don't mind.

MR. SAUSE: We will suspend for a minute. Go ahead.

(DEPOSITION SUSPENDED)

(DEPOSITION RESUMED)

By Mr. Sause:

Q All right. Now, give your address and occupation, please, sir.

A My address is Sudlersville, Maryland. My occupation, I own and operate a real estate business; I am a realtor.

Q How long have you lived in Sudlersville?

A Seventy-six years, and I am seventy-six years old.

Q And how long have you been in the real estate business, sir?

A I have been in the real estate business forty-one years.

Q Forty-one years. Have you always done that full time or part time?

A No. I did it for years with the railroad, when I was an agent there. I used the railroad office for my real estate office. Just like Mr. Thomas did here, when he had the grain business, and he had the railroad agency. Back in those days, they didn't pay you any money. They didn't pay you enough money to live on. I worked up there

for years-for forty-four dollars and ninety cents a month; a month.

Q You mean Mr. C. S. Thomas?

A Yes. Mr. C. S. Thomas was agent here at Centreville until he retired.

Q He did almost as well as you did with real estate.

A Oh, he did better than I did.

Q Now, Mr. Stafford, do you know some property in the Seventh Election District of this County, known as the Spring Landing Farm, or the Robbins lot attached to it?

A Did I own it?

Q Do you know anything about that property?

A Yes. I know about the property.

Q How long have you been acquainted with that particular property; just about?

A Well, I bought Spring Landing property in 1935, and sold it to J. L. Christian, Philadelphia, in 1935.

Q All right. Now, can we just stop there for a minute. When you bought that in 1935, from whom did you buy it?

A Well, what happened, I went over to -- I was in

the real estate business, and Mr. Scott Beck, Sr., was a good friend of mine, and he was the attorney for old Mrs. Wood then, in Quaker Neck, so she loaned her son the money to buy the farm, and he died, and she told Mr. Beck that she would sell the farm, or she would turn it over for the mortgage, so she turned the farm over to me for the mortgage, and John Palmer Smith represented me, and he foreclosed on the mortgage, and it was sold at public sale in front of the Courthouse in Centreville, and of course, I had the mortgage, and I bid it in, or he had it bid in for me. Smith represented me. [illegible] you were [illegible] Q. Now, that was the so-called Teat or Biggs tract, which was the main portion of Spring Landing Farm; is that right? [illegible] A. Right. [illegible] Q. Now, in that same year, you also bought, did you not, another piece of Spring Landing Farm and the so-called Robbins lot attached to it? [illegible] A. Well, it wasn't attached to it -- in a way I guess it was, across the road from it. It was Sudlersville Bank, -- see, Grover Robbins -- I don't know whether it was Grover or

or Jack, John -- [illegible] at the foreclosure sale?

Q John E. Robbins?

A John E. He turned it over to the bank and the bank -- of course, I being in the real estate business, just started, nobody else was in the real estate business in those days, and the bank told me to find out if the man who bought the Spring Landing Farm, if he would be interested in the Robbins Farm, and of course, he was, and so the bank sold the Robbins Farm. I bought the Robbins Farm from the bank for J. L. Christian.

Q Now, I understand that in that sale, that you were the assignee of the mortgage; that is the Sudlersville Bank had assigned the mortgage to you; do you recall that?

A Well, I don't know how it was done, because I left it up to John Palmer Smith, the lawyer. I was too busy to be bothered with that stuff, and I don't remember now whether the bank assigned it to me, or whether the bank just -- in other words, I guess they must have signed the mortgage over to me, and I sold the property to Christian. I don't know.

Q And there was a foreclosure sale; you do recall

that, and you bought it in at the foreclosure sale?

A I don't think it was a foreclosure sale, but it was all done -- Robbins came into the bank, he and his wife, and gave the farm out, and the bank took it over for the mortgage.

Q Let me try to refresh your recollection. The records in the Courthouse, which are signed by you, show that there was a mortgage on that property from Mr. and Mrs. Robbins, to the Sudlersville Bank, in 1929, and that in 1935, the mortgage was assigned to you, and you foreclosed it.

A Well --

Q And at the foreclosure sale, you bought it in for $1,075, and after that the trustee was appointed, John Palmer Smith, and he gave you the actual deed. Does that refresh your recollection as to what happened?

A Yes. I guess that is right. My golly, you can't expect me to go back forty years and remember all this stuff.

Q That is why I say, the records are there, if I can refresh your recollection.

A The records are there. Let the records speak for themselves.

Q Now, you got that deed from John Palmer Smith, and then you did what with the property?

A I got it for J. L. Christian.

Q J. L. Christian, and so did you at that time convey it to Mr. Christian?

A Yes.

Q In 1935; is that right?

A Well, if that is what the records say, that must be right, because I don't know. I can't -- I haven't been to the Courthouse or had anybody represent me.

Q No. I understand.

A Because I don't know. Whatever the records are in the Courthouse say, that is it, as far as I am concerned.

Q Now, Mr. Stafford, I am handing you a certified copy of a plat which is recorded in the Land Records in Liber WHC 2A, Folio 208, which was the plat of the Robbins property, which was recorded with your deed to Mr. and Mrs. Christian, and ask you if you are familiar with that plat (indicating)?

A I am not familiar with anything, as far as that goes. I mean, it was just -- if I remember, it was about

seventy acres in it, wasn't it?

Q Yes, sir; approximately seventy acres in one piece over here (indicating), and eight acres in what is designated Robbins lot, and the Moffitt Tract is 70.257. It continues on this second sheet. But generally speaking, does that look like the property as you recall it?

A Oh, yes; that is the property.

Q That is the property?

A Sure.

Q You don't recall specifically that plat, but you do recall that this does represent the property?

A I never saw a plat. I left it up to the lawyer and that was it. All I did was write a check and sell it to Mr. Christian. In fact, it was bought -- this is off the record now.

(There was an off-the-record discussion)

BY MR. SAUSE:

Q I think we ought to get some of this on the record, Mr. Stafford, because this is exactly what we are all here about. Now, you bought the Robbins property that you have just identified in this plat. I think we ought to

have this marked. Then --

MR. HALL: Just before we got -- for my own edification, the Robbins Tract is the tract on the right-hand portion of this plat here (indicating)?

MR. SAUSE: No. What we are talking about is the entire -- it is designated on there as Robbins Tract, but everything that was bought in the foreclosure sale is represented on that plat, the entire property.

MR. HALL: So approximately eighty acres was bought at the foreclosure sale?

MR. SAUSE: That's right. Now, there was another piece, just for your edification, since you have gotten into it late, that Mr. Stafford testified to, that he acquired from a foreclosure on the Wood property, which adjoins that on the west, and that is over there (indicating).

MR. HALL: All right.

MR. SAUSE: But that is the Robbins property (Indicating). Now, if we could mark that please, I would appreciate it.

(Deposition Exhibit #1 marked, plat)

BY MR. SAUSE:

Q Now, you indicated, Mr. Stafford, while we were off the record, that you had bought this for Mr. Christian because he had already acquired the Wood property?

A Right.

Q And he was unhappy about the neighbors?

A Right.

MR. HALL: I will have to move that your testimony about who he bought it for be stricken. Go ahead.

BY MR. SAUSE:

Q All right. Well, we will go back. For what reason did you acquire that property that is shown on that plat?

A What reason?

MR. HALL: I will have to object. Go ahead.

THE WITNESS: What property? The Robbins property?

BY MR. SAUSE:

Q Yes; that is shown on this plat here?

A Well, I acquired it for Mr. Christian to put with the Spring Landing Farm.

Q To put with the Spring Landing Farm?

A Well, as part of the Spring Landing Farm. In other words, then he would own, control the whole thing there up to Ford's Landing. That is why he bought it.

MR. HALL: Let me move that be stricken, just for the record.

BY MR. SAUSE:

Q Now, after you acquired that property in your name, very shortly thereafter you transferred it to Mr. and Mrs. Christian; is that correct?

A Yes; whatever the records show. I can't tell you. Whatever the records show, that is it.

Q Well, if the records showed that you signed the deed to them on November the 14th, 1935, would that sould correct to you?

A Well, I would say that is right, if that is what the record says. I don't know.

Q Now, who paid the money for that property in the foreclosure sale?

A Who paid the money for the foreclosure sale?

Q Yes, sir. Who paid off the bank and the Robbinses; whose money was that? Was that your money or Mr. Christian's

money?

A No. It was my money.

Q It was your money, and after that what happened? When it was transferred to the Christians, did Mr. Christian pay you?

A Well, it was understood, when I bought the property, I would buy the property and turn it over to Mr. Christian. It was understood. I didn't want the property.

Q I see.

A We got the property -- I got the property for the specific purpose of him controlling the property.

Q Now, the foreclosure sale indicates that $1,075 was paid for the property, and the deed from you to Mr. Christian indicates that $1500 was paid by Mr. and Mrs. Christian. Did you make a little profit, of course, on the deal, having acted in their behalf? In other words, did you sell it to them for more than you had laid out to the bank?

A Yes.

Q And do you recall what that amount was, sir?

A I don't recall.

Q The deed says it was $1500; does that sound right?

A Maybe. I think that is what I made on the property. I think I made $1500 on it. I am not sure, but whatever I did, it wasn't under the table; it was on top of the table.

Q There is no question of that in anybody's mind, sir, at all, but you did make some profit on the deal?

A Yes. I made a profit on it, and I made a profit on the Spring Landing Farm.

Q Which is the one that adjoins that on the west. Now, after 1935, when you transferred this to Mr. and Mrs. Christian, did there come a time when you had some connection with this property again?

A Well, now, here is what happened, now. When Mr. Chrisitian died, Mr. Christian, before he died, he said if anything happened to him, he told his wife and daughter and son, to call me in and sell everything, sell the house and everything. Well, John Palmer Smith was their representative, so John Palmer Smith was the attorney, and he asked me to sell the property, so I sold the property to W. Harlan Hensey, in Philadelphia, and when he bought the property, he was having domestic trouble. He told me that he and his wife

were getting a divorce, and he told Smith that he would have to get a straw to put the property in, a straw name, until after his divorce proceedings were settled.

MR. HALL: All right. Now, I will have to move to strike all that. Something is not clear, and perhaps one question will clear it up. Mr. Hensley is no longer alive, is he?

THE WITNESS: How is that?

MR. HALL: Mr. Hensley --

MR. SAUSE: Hensey.

THE WITNESS: W. Harlan Hensey.

MR. HALL: Is he still alive?

THE WITNESS: No. He is dead, he and his wife both.

MR. HALL: For the record, I will have to move to strike all the testimony about what Mr. Hensey said to anybody.

BY MR. SAUSE:

Q But Mr. Hensey asked you to acquire this property for him; is that correct?

A Now, Mr. Hensey -- this is what happened. Mr.

Hensey -- well, in reality, yes. Mr. Hensey said he would buy the property, and he did buy the property, but he would have to put it in a straw name.

MR. HALL: All right. Same motion to strike.

THE WITNESS: So he asked me if I would take title to it for a period, until he got his troubles straightened out and done.

BY MR. SAUSE:

Q Straightened out.

A Well, in the meantime, they took a mortgage; he got a mortgage. John Palmer Smith was representing everybody. He was representing Christians; he was representing Hensey, and he represented me. In other words, it was just -- he took care of all of it, as far as I am concerned, and anyhow, when they acquired the property, Smith called me on the telephone and asked me if it was all right to put the property in my name, and when his life was settled, his domestic troubles was settled, he would take the farm back.

Q Mr. Hensey?

MR. HALL: For the record, I move to strike.

BY MR. SAUSE:

Q Mr. Hensey called you or Mr. Smith called you?

A No. The lawyer called me. Mr. Hensey was in Philadelphia, and Mr. Hensey traveled all over the country. He was one of the general managers of the Patterson Foundry Company in Philadelphia. He was a very busy man, and this was just something else, and as I recall it, Smith called me and I said well, now, you are representing everybody; I said, now, I don't want to get involved in anything. I said, I am busy too, and I said what does it mean. He said it just means that in a few weeks time, that Mr. Hensey and his wife will have their troubles settled, and divorce proceedings, he said it would be final, and he would take the farm back. So then, when it came time to settle for the farm, why Herman Palmer, through John Smith, took a $10,000 mortgage on it. Well, of course, by the title of the farm being in my name as a straw, is the way it was explained to me, that the mortgage had to be signed by me, because the farm was deeded to me, so I signed the mortgage. I had no interest in it, except, just as I tell you, he put it in my name, with the understanding that when he wanted the farm, why it was his farm. So --

Q But actually you had no real interest in that

farm when you acquired it; isn't that correct?

A No, sir.

MR. HALL: For the record, move -- object to the question, and move to strike the answer, and strike the previous answer as far as it relates to this.

MR. SAUSE: I think we ought to be specific as to why the question was objectionable.

THE WITNESS: No, sir. I didn't have any financial interest in it at all. I was just a straw.

MR. SAUSE: You were a straw party.

THE WITNESS: That's all.

MR. HALL: All right. Move to strike.

BY MR. SAUSE:

Q You were the straw party in that transaction, and then did there come a time when you transferred the property to Mr. Hensey, Mr. and Mrs. Hensey?

A Yes. Don't the records show that?

Q Yes.

A Well, then that is it.

Q Well, were you paid anything for that?

A No, sir.

MR. HALL: Objection. Move to strike.

THE WITNESS: Not a nickel.

MR. SAUSE: He can't tell what he was paid? I really want you to state your objection, because you have got to enlighten me.

MR. HALL: Certainly anything in the documents regarding consideration -- we can't go outside the four corners of the document.

MR. SAUSE: Well, he can say --

MR. HALL: No. I mean, he can say, but let the Judge rule on what he can say. I don't care.

BY MR. SAUSE:

Q Mr. Stafford, are you also familiar with a piece of property known as Rose Villa?

A Yes.

Q Now, did Mr. Hensey buy that property too?

A Yes, sir.

Q Do you remember a court proceeding with regard to Rose Villa?

A No.

Q By Mr. and Mrs. Bobbitt?

A By who?

Q By Mr. and Mrs. Bobbitt.

A Babbitt.

Q Babbitt?

A Dr. Babbitt. Yes, they had trouble.

Q A court suit before Judge Horney?

A Yes.

Q Do you remember that one now?

A I remember that they had -- what has Rose Villa got to do with this?

Q We will get to it in a minute. Now, do you remember that in that proceeding, that you testified before Judge Horney; do you recall that?

A Yes.

Q And at that time, while you were explaining about Rose Villa, you stated what you told us today with regard to Spring Landing Farm; that you also had taken the Spring Landing Farm under much the same terms that you had taken Rose Villa; do you recall that?

MR. HALL: Move to strike.

THE WITNESS: For Hensey?

BY MR. SAUSE:

Q For Hensey.

A Yes.

Q Now, at that time you stated that you had a written agreement with Mr. and Mrs. Hensey about the fact that you were just holding Spring Landing Farm for them. Do you still have that agreement, that written agreement?

A Well, is that what the record shows?

Q The record says that is what you said; yes, sir.

A Well, that's all I was doing. I was just the straw for it.

Q I understand. Do you still have the written agreement that you refer to?

A I don't have any papers at all. I don't have anything. I had no reason to keep any records of it. Who in the heck ever thought that something like this would come up after thirty-five, thirty years.

Q No one.

A That burns me up, to think that you give somebody something, and all this stuff comes up after thirty some years.

Q Who did you give it to?

A I gave that -- what you are leading up to. I gave that property. I bought that property and had it. I am talking about the --

Q Kirby Landing property?

A Kirby Landing property. I don't see where this Rose Villa -- then I sold Hensey another farm over in Kent County, and they traded. You never heard such stuff in your life.

Q Mr. Stafford, the only reason I am bringing that up, sir, is because in that other case you do mention that you had a written agreement about Spring Landing Farm, and I was just trying to find out if you still had a copy of that written agreement.

A I never got a copy of it. That was all done in John Smith's office. He represented Hensey. Hensey and Smith were back and forth. I wasn't present all -- I was used as a straw, absolutely as a straw. They could take it back the next day, if they wanted it. In other words, that is -- heck, when I -- don't put this down -- but I thought it was the same thing, when I got married. I was a bachelor and

I owned half interest in 4,000 acres of land, and my wife, who turned out to be my wife, she had half interest in this 4,000. She was in the real estate business and I was, so what happened was that when we got married, why we deeded all that property to a straw, which was Frances Butler, in the Sudlersville Bank, and she deeded it back to me and my wife jointly, and that is the way -- I didn't see anything wrong with that.

Q And that is the way that you felt that you were acting when you got the property for the Christians?

A Sure.

MR. HALL: Objection.

BY MR. SAUSE:

Q And when you got the property for the Henseys; is that right? Is that what I understand?

MR. HALL: Objection.

THE WITNESS: No; not when I got the property for Christian. That was a clean cut deal. In other words, I bought the farm and sold it to Christian period.

BY MR. SAUSE:

Q So that was a straight out and out deal?

A. Sure. That had nothing to do with -- Hensey was never heard of at that time.

Q. But when you got it for Hensey -- over to them.

A. I didn't get nothing for Hensey. I sold him the property, Christian property to Hensey, and then when it came time to take deed for it, he asked Smith and he asked me if he could put it in my name as a straw until he got his divorce proceedings.

Q. I understand.

A. And then they didn't get the divorce. They came back -- went back to live together, and then that is when the farm was deeded to both of them; from me to both of them.

Q. Who paid the Christians for that farm at the time that the title was put in your name as a straw party?

A. Mr. W. Harlan Hensey paid for it.

Q. You didn't pay for that?

MR. HALL: Objection. Move it be stricken.

THE WITNESS: I had nothing to do with that; not any more than if you would have bought it; not a bit.

BY MR. SAUSE:

Q. Now, at anytime, Mr. Stafford, did they transfer

1 or did you transfer the property to the Henseys?

2 A Well certainly; when they called for the deed

3 and the transfer of the property, I signed it over to them.

4 That was the agreement, and I was only a straw.

5 Q I understand, sir. Now, the records indicate

6 that it was in 1944, June the 9th, 1944, that you transferred

7 this property to the Henseys. Do you recall that, sir?

8 A Whatever the date was; whatever the date -- what-

9 ever the record is, that is it. I can't say whether that

10 is the right date, or whether it isn't.

11 Q Mr. Stafford, were you married in 1944?

12 A No. I was married -- I have been married twenty-

13 two years, September the 6th. I just mentioned that

14 because -- to show that over a period of years, I have sold

15 a lot of property that -- in fact, I guess I have sold

16 fifteen million dollars worth of real estate, and I have

17 had all kinds of things to happen, but I always felt that

18 if you had a lawyer to protect your interests, then you

19 dismissed that from your mind, and you worked on something

20 else, and as far as giving -- taking straw for Hensey,

21 it wasn't a thing in this world except that he and his wife

weren't living together, they weren't on speaking terms, what he told me, and finally they went back. Instead of getting a divorce, they went back to live together, and then when they went back to live together, then he could put it -- he could take the farm back and put it in both names, which he did.

Q Anyway, the point was that you know, of your own knowledge, that you didn't pay the Christians anything for that property?

A Not a nickel.

MR. HALL: Objection. Move it be stricken.

THE WITNESS: Or any transaction.

MR. SAUSE: He can't testify that he didn't pay anything for it?

MR. HALL: Yes, he may, but at least I am preserving it for the record.

MR. SAUSE: All right.

THE WITNESS: No, sir, I never. Wasn't one dollar transferred; it was nothing transferred. Christian --

BY MR. SAUSE:

Q Now, at the time that you transferred that deed

to the Henseys, there were no Federal Recording Stamps on it indicating that nothing was paid for that transfer; is that correct?

A That I was paid -- that I paid anything? I didn't pay anything.

Q Nothing was paid to you for it?

A No, sir. That was all done through Smith and -- in other words, I just was appointed, or accepted to act as a straw for Mr. Christian -- I mean Mr. Hensey, for Mr. Hensey, until he could get his domestic affairs settled, and then when he did, why then it was deeded back.

Q To him?

A From me to them, and whatever the expense was, even the notary, I paid nothing. In other words, it wasn't supposed to cost me anything to act as a straw for Mr. Hensey.

Q All right. Now, you had signed this mortgage to Mr. Palmer; is that correct?

A Well, there is another thing I don't understand. After, years after Mr. Christian died, and Mrs. Christian -- I don't mean Mrs. Christian -- after Mr. Hensey died, Mrs. Hensey, of course, was the sole heir to the property, I suppose,

because I think it was put in both names -- I'm not sure far about that --

Q That's correct, sir.

A All right. I got a telephone call from John Palmer Smith telling me that if I didn't meet the requirement of the mortgage, after all these years why that mortgage was not transferred the same day that the deed was transferred I will never tell you, and years after that, I get a telephone call telling he is going to foreclose on the mortgage on this Spring Landing Farm, Hensey, because it was in default. So then my wife, for years she worked in -- she was a private secretary for years for T. Allen Goldsborough, and she knows something about law. In other words, she run the law office over in Denton for years, and he was in Washington, and so she called Mrs. Hensey on the phone and that is the only time that Mrs. Hensey was ever half decent to me, because she always felt that I had no business letting him buy the farm and put it in my name. See, she always held that against me, Mrs. Hensey did. Well, anyhow, she said, well, we will come right down. So they went down to John Palmer Smith, and they settled the mortgage, whatever

the terms were, and I never heard any more from it. As far as signing the mortgage to anybody, I don't know anything about that. I mean, I never signed any mortgage, as far as I knew, but that mortgage was never transferred for years later. I don't know how long, but it was '65, I believe it was, when Smith said that it had to be settled or he was going to sell the farm.

Q After Mr. Hensey died probably.

A Yes.

Q Because Mr. Hensey died in 1965.

A Yes. Well, that was 1964, but I would have thought -- see I trusted John Palmer Smith, and I thought that he certainly would look after my interests, but when I signed that deed back to Henseys, and still was responsible for the mortgage -- if I hadn't have been, why would he call me and say the mortgage was in default and foreclosure on it, see. I said, wait a minute, why didn't the mortgage go with the farm when they deeded the farm over to the Henseys, and he said no, he said Herman Palmer wouldn't accept that; Herman Palmer wouldn't release the mortgage -- release me as responsible for the mortgage on the farm. Well, all

those years transpired there, and I was holding it and didn't know it, that I was responsible for the payment of the mortgage. If I wasn't why did he call me and tell me it was in default, and then we get in touch with Mrs. Hensey and she and her daughter, two daughters, I think it was, came down and went down to Centreville and straightened it up, whatever had to be done.

Q But it wasn't your understanding that you had any responsibility at the time you acted as straw party for Mr. Hensey?

A No, sir; absolutely not.

Q Now, do you know what has happened to the property since the time that you transferred it to Herbert the Henseys? Have you ever been by there or -- in the

A Huh?

Q Have you been on the property or by it or -- they

A No.

Q -- had any contact with it at all?

A No.

Q Do you know the present owner, Mr. Herbert I Hamilton?

A No.

Q Have you ever met him?

A No.

Q So that since 1944, when you transferred that property over to the Henseys, in accordance with your agreement, you had no contact with it at all, except that one time when John Palmer Smith called you about the mortgage?

A That's right; absolutely right.

Q Until I called you and asked you what you knew about this?

A Right; that is the first time.

Q Have you had any conversation with Mr. Herbert Willis or Mr. Foster Willis about this property, in the last year?

A No. The only conversation I had with them, they met me -- I came out of the barber shop several weeks ago, and they stopped me and they said that they were having trouble over the boundaries on the Kirby Landing property, and I said well, now, don't bother me with that, because I said, I bought the property and I deeded it to you, Foster,

and from that day on I have had no cntact with it at all. In other words, that was it. I am not an indian giver. I give somebody something, that is it. So far as I know, it is just like it was. As far as I am concerned, everything is on top of this table. I haven't done one thing but what I was told, or what was done through a lawyer, and unfortunately, I guess for this case, that Mr. Smith is not around, John Palmer Smith.

Q. Mr. Stafford, I want to tell you flat out, and it may be on the record, that there isn't any thought that you have been dishonest in any way, shape or form. I don't think so, certainly, and somebody else might, but if they do, I don't know who it is. [illegible] the road [illegible] property, which I sold to Mr. [illegible]

A. Well --

Q. But this matter has come up, and we appreciate your helping us straighten it out. Now, there is one other little thing I would like to ask you. I want to show you again this exhibit that I showed you before, which is the plat of 1935, recorded in WHC 2A, page 208, and I would also -- that third page is the Clerk's certificate -- now this property that you refer to, about Mr. Willis, that you gave

to the Willises --

A Yes.

Q Is that anywhere on this plat (indicating)?

A I couldn't tell you a thing about that, because I never saw a plat. I tell you what happened. I can tell you exactly what happened.

Q Before you do that, can you show me where that property is located?

A All I know, it was Kirby's Landing property.

Q Do you know where it is with reference to this plat? Can you show me on the plat where it was?

A I know it is on the Chester River, and I know there was two ways to go to the property. One was the road that came down by the Felton property, which I sold to Mr. Clark, and he is in a convalescent home up there at Sudlersville now. His daughter, I think, is living on part of this property; where she put her home, I don't know.

Q Yes.

A But I lost all contact with that particular area there, because I didn't have anything to do with it, after it was done, and from that time on, I went down there

when Foster Willis was a little boy. He lived three doors from me, and I was very fond of him; used to babysit for him and all that stuff, and he was in our home -- my home there as much as he was in his own home; so anyhow, he wanted some sand, he wanted me to get him some sand. He said, "Me need some sand," so I took him down to this property and filled a box with sand, and that was the day that I decided that I was going to give -- deed that property to Foster, and that is what I did, and from that time on, I have had no contact with Willis about the property.

Q Well, you gave it to his father and mother, and then they transferred it over?

A They had to, because he was four years old.

Q He was a minor. I see. Now, this Clark property, this property over here (indicating), which says Robbins lot, 8.75 acres, is the part part that was remaining with it, or you transferred to the Christians, this piece now, was a piece sold off of that to the Clarkson, by the Christians?

A I don't know whether Christian sold it off or Honsey sold it off. It seems to me Christian sold it off.

Q But it was after the Christians bought it?

A Oh, yes. I don't know anything about that. Mr. Clark made a deal. He wanted to be protected, and it was across from his house there, that big house down there. If you have been down there, that is called the Felton Wharf property, and Feltons, through generations, lived there, these Feltons, so I sold that property to Dr. Wood in Baltimore, Doctor -- it was Dr. Wood Hazel, that is it. He was a doctor in Baltimore, and I sold it for the Feltons. That is what was left. Mr. Felton had sold off part of it before he died. In fact, where the -- all that marina and all that stuff, is part of -- was part of that property, see, and Mr. Clark came down from New Jersey, and I sold him that property for Dr. Wood Hazel in Baltimore. In fact, he has got a sister lived -- an old maid sister up there now; she is 90 some, I think, there at the convalescent home there in Sudlersville, and she never married. They were always originally from Millington, and so I don't know Clark, -- I knew that Mr. Clark told me that he bought a piece off of that Robbins tract to protect himself, because he didn't want something up in front of him.

Q Well, can you give us any indication at all of where this property was that you gave to the Willises?

A Well, I know -- all I know is that it was Kirby's Landing property, called Kirby's Landing property, and Dr. Clay Stevens, who is dead --

Q Doctor who Stevens?

A Dr. Clay Stevens, he was the County Commissioner, Mr. Craw, was a County Commissioner, and Mr. George was a County Commissioner -- anyhow, Clay Stevens came to the railroad station -- I was the railroad agent there -- he said, "Wilbur, you are in the real estate business; we have decided to get rid of all these loose ends that is public wards," see, and he said, "How would you like to take a ride with me," and I said, "All right," and I got in my car and we drove down Chester River. This is before I bought Kirby's Landing, and they had had their meeting here in the Courthouse, and this was after that, and they said, "What would you give for it," and I said, "Well," I said, "I don't know;" I said, "I would have to think about it." So, I made a ridiculous offer for it. I forget now what I paid for it, but they accepted it.

Q It says $25 and deed. Does that sound ridiculous enough?

A Yes. So, anyhow, at that time they were using -- people were using Kirby's Wharf just like any other public wharf, and going fishing and crabbing off of Kirby's Wharf there. Well, the road that went between the Robbins tract, and the Christian tract, that went right straight down to Kirby's Landing, was the road that my father, -- all my people were farmers, except my father, and he was an undertaker, but the rest of them were all farmers, and he said, as a boy, he used to drive a pair of horses, or four head of horses, and haul grain down there and load it on boats. See, that was even before they had a railroad down here. My father, if he was living, he would be a hundred and twenty years old. So, I don't know, but I know as a kid, we used to all go down to Kirby's Landing to go crabbing and go fishing, and boating, and that was a public wharf and everybody used it, so as far as I was concerned, all I was interested in was Kirby's Landing. I didn't care whether it had one acre or twenty acres. I didn't care. I didn't know what it contained, and Dick Earl, R. Richard Earl

he was the attorney for the County Commissioners, as I remember it, and it went on for several weeks. I called him, said when are we going to get the deed for Kirby's Landing. He said, "Well, I have been so busy, but," he said, "I will get around to it," so finally when the deed came up, they sent me a bill for the recording and what I paid for it, and so forth, and of course, it was my understanding that it wasn't so much, what they sold these public wharfs for, it was a case of getting it off the tax books, or getting it off the records, and from that day to this, I have never had anything to do with that property. When I went down and got Foster -- took Foster with me and got a box of sand for him, that was the day that I decided that I was going to give it to Foster Willis, and I did give it to Foster Willis, and I told Herbert Willis, and his wife was living at that time, Foster's mother, and of course, I said it might be some day -- I said, might help him go to college. I said, he might have something to sell that would help him pay something on his education, and that was the only thought that I had. As far as ever deeding that property or any part of that property, or my intentions to include that

property in anything pertaining to the Robbins tract, or to the Christian tract, is absolutely wrong. Absolutely, whatever is there, as far as I am concerned, belongs to Foster Willis; as far as I am concerned.

Q Well, Mr. --

A Or had anything to do with it, and as far as these other dealings are concerned, it was a matter between Christian, and it was a matter between Henseys and Smith, and I was the broker, and also the straw man that they used for it.

Q Well, Mr. Stafford, at the time that you signed the deed to Christian, you said you had bought that property; isn't that right?

A Oh, I had.

Q You bought the property at the foreclosure sale; that is the Robbins property, and you bought it and got a deed for it, and then you sold it to Mr. Christian, and you told us before that you made a little profit on it, as you were entitled to; is that right?

A Yes; that's right.

Q So that when you signed that deed to the

Christians, you made a profit on that deal, did you not?

A Yes.

Q And you intended to sign -- that the deed that you signed, there was no question about that; nobody forced you to sign that deed? You intended to convey the property to them; is that correct?

A Right.

Q And this was in 1935, long before you had ever acquired the property from the County, or say you acquired the property from the County, when you had the deal with the Christians; is that right?

A Well, see, the Spring Landing Farm and the Robbins Farm was all transferred to the Christians in 1935; is that right?

Q That's right.

A All right. Then in 1943, Mr. Christian died, and Mrs. Christian gave me the property to sell, and I secured a purchaser for it. I was only the broker in the case, and just like any other people that want to put a straw for a week or a month or so forth, well that was what was done. In other words, I remember distinctly that Smith

told me, and Mr. Hensey told me also, that it probably wouldn't be more than thirty days; I would only be a straw, for about thirty days. In other words, they expected -- he expected to get it affairs straight.

Q It lasted a little longer than that.

A Yes.

Q But going back to this plat again, that I have shown you, and placed here before you, you can't tell me whether the Kirby Landing property, that you gave to the Willises, was over -- that is to the east of what is outlined here, or to the west of the outlines, or whether it was to the north of the outlines, or anything, can you?

A No. Now, I tell you what happened there also. A fellow named Groff, he is dead now, and he bought from the heirs, Johnson Jones, who married Daisy Felton, and he run that garage there, beer place there, at Unicorn Mills, Jim Groff. Well, I do know this, because he stopped me one day on the road, and he said, "Wilbur, I can't do anything with the Willises." He said, "I would like to buy that and put with my property there," and I think there is a house on the property that he had there, that Groff had,

because -- I don't know, because I haven't been down to Kirby's Landing for years, had no occasion to go down there, wouldn't have time if I did. Anyhow, to make a long story short, if he was living, he could show you exactly where that -- what I conveyed to Willis, because he walked over it and he wanted to buy it, and he tried to buy it to put with his property, time and time again, from the Willises, and they wouldn't sell it.

Q But you didn't intend to sell or to give to Willis, anything that you had already sold to Christian, did you?

A No. I hadn't sold Kirby's Landing -- as far as the Henseys go, as far as Mr. Christian goes, I never mentioned Kirby's Landing to them in any way, shape or form. Heck, they got -- that Spring Landing has got a mile and a half of waterfront, hadn't it? I didn't mean a thing in the world.

Q But this landing wasn't in front of their waterfront, was it; it was adjoining it, but it wasn't in front of their waterfront, was it?

A Wasn't in front of Spring Landing?

Q. Yes.

A Well, Kirby's Landing, as far as I am concerned, was on the Chester River, and what was back of Spring -- back of Kirby's Landing, was the Robbins tract, and the Christian or Spring Landing property.

Q It was behind it?

A Sure; went down to wherever it went. I don't know. I don't know. I can't tell you. If you were in my position, and knew what I had on my shoulders all those years, the railroad station, and insurance, and a dozen things -- I was the busiest man in Sudlersville. Anybody will tell you that. That didn't mean a thing to me.

Q Mr. Stafford, I am not trying to put you on the defensive in the least. All I am trying to do is pick your brain about something that happened in 1935, when I was two years old, and didn't know a thing about it, and that's all that I am trying to do, but also I would like to know again, you didn't intend to give to Foster Willis anything that you had already sold to the Christians?

A Absolutely not.

MR. SAUSE: All right. I have no further

questions.

THE WITNESS: Absolutely not.

EXAMINATION BY MR. HALL:

Q I have a number of questions, Mr. Stafford. Before the land was conveyed to you, this Kirby's Landing was conveyed to you by the County, there was a survey drawn? I mean, you may or may not know that.

A I didn't know that. I never knew that.

Q You never walked over Kirby's Landing with a surveyor, or anything like that?

A No, sir; no, sir.

Q Do you remember that property at Kirby's Landing being anything but a public landing?

A No, sir.

Q You have no idea from whom the County acquired the property?

A No.

Q Who owned it before the County?

A No.

Q It was always a public landing, so far as you can recall?

A Well, it must have been a public landing for a hundred and fifty years, because back in those days they used that to ship the grain out of there to Baltimore, and the boats would come into Kirby's Landing, and they shipped grain out of there for years, and I know that my father and his nephews, and his relatives, I have heard them say time and time again, that they hauled the grain to -- used to haul the grain to Kirby's Landing and ship it out of there by boat. It was a public wharf. As far as I can say, it was a public wharf, until I bought it from the County.

Q Who was the first person you recall owning the little eight acre Robbins tract?

A Well, I wouldn't be able to answer that. I'm sorry, but I wouldn't know, because my recollection of that property -- I don't know how long the Robbins had it.

Q Do you remember any Kirbys?

A Kirbys? Oh, yes. There was Kirbys; there was Kirbys for years around there, in fact, and of course they were that family, but they are all dead.

Q Do you remember them owning any of the

property next to the Kirby's Landing area? road to Kirby's

A No; no. [illegible] you turned in to go

Q You don't remember any of that? there, we'd go

A No. [illegible] come out by the

Q When it was used as a public landing, do you recall whether or not there were any wharfage charges for the public to use that; whether or not any steamboats that came up there had to make a payment of any kind to anybody?

A No; no. I think that was a public wharf and I think everybody used it, as far as I am concerned. I know one thing, I know there was four of us children; my father was an undertaker, and he had four big horses, horsedrawn, and we always had a horse. It was four children, there were four of us, and in the summertime, why we'd take a horse and buggy and load it up and go down to Kirby's Landing and swim and -- I had a sentiment for Kirby's Landing, now because I went there as a kid.

Q Do you recall more than one road going back there to Kirby's Landing; an old road and a new road?

A No. I recall two roads. When I bought Kirby's Landing from the State, I didn't go in by Felton's and

down the hill down there. Yes, it was two road to Kirby's Landing, and then the road from where you turned into go right straight down off of the main highway there, we'd go that way and come out, time and time again, come out by the Felton -- by the Feltons there, stop and get a drink of water or something.

Q All right. In other words, you could go in straight by the river?

A Yes.

Q And then you could turn like at a right angle and come --

A To your right.

Q -- come away from the river?

A Right.

Q All right. Do you recall one of those roads or the other being referred to as the old road, or the new road?

A I don't know what you mean by the new road. As far as I know, there was always two roads there.

Q Just two roads?

A Right.

Q Never at anytime when there wasn't but two roads?

A That's right.

Q Do you remember any more than one road that went straight back, not along the river, but went straight back up to the river?

A No; just the one road, as far as I know, went right straight down. That is the way, when they loaded boats there, and the public used it, that is the way they went in there, because there was a steep hill by the Feltons there, when you go in by the Felton Road. In fact, there was three roads there. In other words, Felton had -- you could go in to Felton's, you could go in to Kirby's or you could come in from the other end, which has been closed off now; up there going from Sudlersville to Millington there, you could come in that road there.

Q That would be straight along the river, wouldn't it?

A Yes; right straight along the river.

Q Then there were two road rather parallel; one going back to Felton's and one going back to Kirby's?

A Right.

Q And the property you thought you deeded to Willis, is the one that went back to the road; as you say back to Kirby Landing, or Kirby Landing Road?

A Kirby Landing Road.

Q And the Felton Road would have been to the east or to your right from the river, facing that?

A Yes.

Q None of the Willis property was over there near the Felton property?

A No. It joined up to the Felton property. You see, the Robbins tract never did go to the water.

Q The Robbins tract never went to the water?

A No.

Q And there was a piece of property between the road; there was a road runing right along the river that separated the river from the Robbins tract?

A Right.

Q There was yet another strip of land between the road and the river itself?

A And that belonged to Feltons. I got a darn good memory. They tell me I got a memory like an elephant.

MR. SAUSE: I think your memory is splendid.

MR. HALL: It is a good thing we have got somebody's memory on this one.

(There was an off-the-record discussion)

BY MR. HALL:

Q One more question about this property. Do you remember some Redmonds owning some property back there?

A Who?

Q People by the name of Redmond?

A Redmond?

Q Right.

A No; don't remember Redmond.

Q That name doesn't mean a thing to you. All right. Now, you say that as a child you and your family would go down there to the public wharf to go swimming, when you were a child?

A Now, how is that?

Q When you were yourself a youngster, you would go down there in a horse and buggy to go swimming at that public landing?

A Right.

Q Right?

A Right.

Q After you bought it from the County, you may went down there once with Foster?

A Foster; got a box of sand.

Q All right. Did you ever go down there again with him?

A No. I don't know now. I may have. One other time I think he wanted me to go down there and take some pictures, one day, and as I recall -- and I think I went down there and they took a picture of he and I.

Q Do you know hold old he was at that time; he meaning Foster?

A I don't know. I don't think Foster was over four or five years old; four years, I guess.

Q And that was after you had deeded the property to his parents?

A Yes; that's right. I think he has got a picture of it. I am not sure. I think Foster has a picture of it.

MR. HALL: Let me take a look at that plat

(indicating). That's exhausts me.

RE-EXAMINATION BY MR. SAUSE:

Q I just have one more question for you. It may lead to one or two others, all on the same subject. You indicated to Mr. Hall that there was some land between the Robbins lot, this small piece here on the plat (indicating) and the Chester River, that didn't go all the way to the River?

A There was a piece where now?

Q The little Robbins piece, there was a piece between it and the River?

A Yes. That is where -- that is where that Felton Road came down there and --

Q Now, the wharf was a wharf that was out into the water, wasn't it?

A Right.

Q And so that the wharf property lay all on the other side of this road away from the Robbins piece; is that right?

A Yes.

Q On the far side, the north side of that road

looking at the River?

A Well, the Robbins tract was on the east, and this was west, and when you went down to the River, the property, the Kirby's Landing, was right at the foot of the road that went down there, and then it run up -- as I remember it, it ran up on a hill, a little hill up there and there was a tree up there, and I think we walked up there the day that they took the pictures. I don't know, but anyhow, they wanted a picture of me on the property, and I think I went down there. I am not sure. They said I did. They said I went down there and they took a picture of Foster and I.

Q When did they say that?

A Huh?

Q When did they say that?

A When this -- I guess it was Sunday night; this past Sunday night.

Q This past Sunday night? I thought you said you hadn't talked to them except that one day in front of the barber shop?

A I haven't talked to them about Kirby Landing

or anything, but he told me -- I called him on the telephone, and I asked him if he had a picture of when he was a little boy, because I wanted to bring it down here today with me, and that's all that was said. He said he would look, but I haven't heard from him since. No; I haven't talked to him.

Q. Well, Mr. Clark, who represents -- also he represents --

A. Oh, they came to my house.

Q. I see.

A. Foster and Clark did.

Q. What was the substance of that conversation? What did you talk about that day?

A. Well, they wanted -- Mr. Clark, what he wanted to know, if I owned -- if I ever bought and owned Kirby's Landing, and if I deeded it to Foster Willis. I said I deeded it to the Willises; yes. That was all. That was the only thing that he asked.

Q. Well, you have lost me about this picture. Before you said that they told you they took this picture, but you didn't really remember it. Then you said you

called them up to ask them about the picture. I don't understand that.

Q No; not the picture on the wharf or anywhere else. What I asked him about was when he was a little boy, he had a tricycle, and I think the best picture that I have ever seen of any child was that picture on that tricycle, and I asked him if he had that picture, when he rode the little tricycle over to our house, and he said that he would look and see if he had it. That had nothing to do with the picture at Kirby's Landing. They lived neighbors to me, two doors from me, see, and he used to ride this little tricycle down there.

Q Now, Mr. Stafford, this plat, getting back to it again, shows this road going along the River; is that right?

A Yes.

Q Now, the wharf was out on the River, on the north side of that road; wasn't it?

A Well, we are sitting east and west; north and south.

Q Here is the north mark on here (indicating);

north is at the top of this page. Now, if that is north, the wharf lay out in the water. That is the purpose of having the wharf, isn't it; to have it out in the water?

A Sure.

Q So it lay to the north of that road; isn't that right?

A Well, my thought was that it was at the end of the road. In other words, you drove right down and that was it. It wasn't north or south, or east. It took in --

Q Well, which road was the end of --

A Come down by Kirby's Landing --

Q You come --

A -- I mean by Felton's Landing.

Q You come down along the River?

A In other words, you went right down to it.

Q But it was out in the water; isn't that right?

A Sure. The road went right straight in, and there was the property; Kirby's Landing was right in front of it.

Q What was Kirby's Landing made out of? Was it a wharf that had been put out in the water that had posts

and fill in it, or was it a pier?

A Yes, but that was years ago. In other words, when I bought the property, there wasn't any wharf there. They wasn't using it for shipping grain or anything.

Q Was there any wharf there at all?

A No. There was a boat there, that used to lay there; man by the name of Teat had a houseboat, and right there is where he had his houseboat.

Q Was that Louis Teat?

A Man named Teat; Ben Teat, and he caught fish and sold them. You could ride down there and get a bunch of fresh fish, from all around the country, and he lived on the houseboat there.

Q How did he tie the boat up? Did he beach it, or was it tied up, or how?

A He had his houseboat right there on the property, and then he had a rowboat that he went out to do his fishing, because I have gone down there with my father, when I was a kid, and we'd wait for him to come in, to see if he had any fish.

Q But was the wharf out in the water?

A Well, there was -- as I remember it, there was some -- you know, like you see a wharf and it is all gone, but a few pieces that is sticking up in the water.

Q Yes.

A -- part of it. I don't think that you would call it a wharf, for the last thirty years.

Q All right.

A I think it was just a place to get out and go down, just like the County has got one there at Crumpton, the same thing. They have a public wharf there at Crumpton, the County. In other words, somebody has -- the public uses it, right in Crumpton, to get on the water.

MR. SAUSE: All right, sir.

RE-EXAMINATION BY MR. HALL:

Q I have one question. How old are you, Mr. Stafford?

A Huh?

Q How old are you?

A I was born July the 13th, 1896. I will be seventy-seven years old, if I live to see July 13th. I was born on the 13th of July.

Q How has your health been, generally, up to this time?

A Well, I have had all kinds of bad health, and I am better now than I have been for years, but my health started with a terrible automobile accident up at Starkey's Corner. A colored man, drunk, drove head long into me. I was on the operating table five hours and ten minutes, Johns Hopkins Hospital, and had this whole front removed (indicating), and I was the guinea pig, the first one was operated on for sinus, to remove infected sinus, exterior. In other words, they always did it -- went up, you know, and this time they cut me, cut my nose off, and that, and finally Dr. Bordley, who is an Easternshoreman, why he is one of the best friends I have got in the world, and he thinks the world of me, I think -- I was up there a couple weeks ago. I go back to him every month.

Q How do you go back? Do you drive up or does someone drive you?

A Well, we usually make a business trip out of it, and I let Clemens drive my car, Jim Clemens, associated with me, and he parks the car while I go to the Doctor's office,

or he has got something to attend to.

Q Did you drive in this morning?

A Huh?

Q Did you drive in this morning?

A Yes.

Q You yourself drove in today?

A Yes.

MR. HALL: Okay. Thank you very much.

(Examination concluded)

STATE OF MARYLAND:

ANNE ARUNDEL COUNTY:

I, Margaret A. Beaulieu, a Notary Public in and for the State of Maryland, County of Anne Arundel, do hereby certify that the within named JOHN WILBUR STAFFORD, personally appeared before me at the time and place herein set out, and after having been duly sworn by me according to law, was interrogated by counsel.

I further certify that the examination was recorded stenographically by me and then transcribed from my

stenographic notes to the within typewritten matter in a true and accurate manner.

I further certify that the stipulations contained hereine were entered into by counsel in my presence.

I further certify that I am not of counsel to any of the parties, nor an employee of counsel, nor related to any of the parties, nor in any way interested in the outcome of this action.

As Witness my hand and Notarial seal this 31st day of January, 1973, at Annapolis, Maryland.

Margaret E. Beaulieu
Notary Public

MARGARET E. BEAULIEU NOTARY PUBLIC ANNE ARUNDEL CO.

Depo 4#1
1/30/73

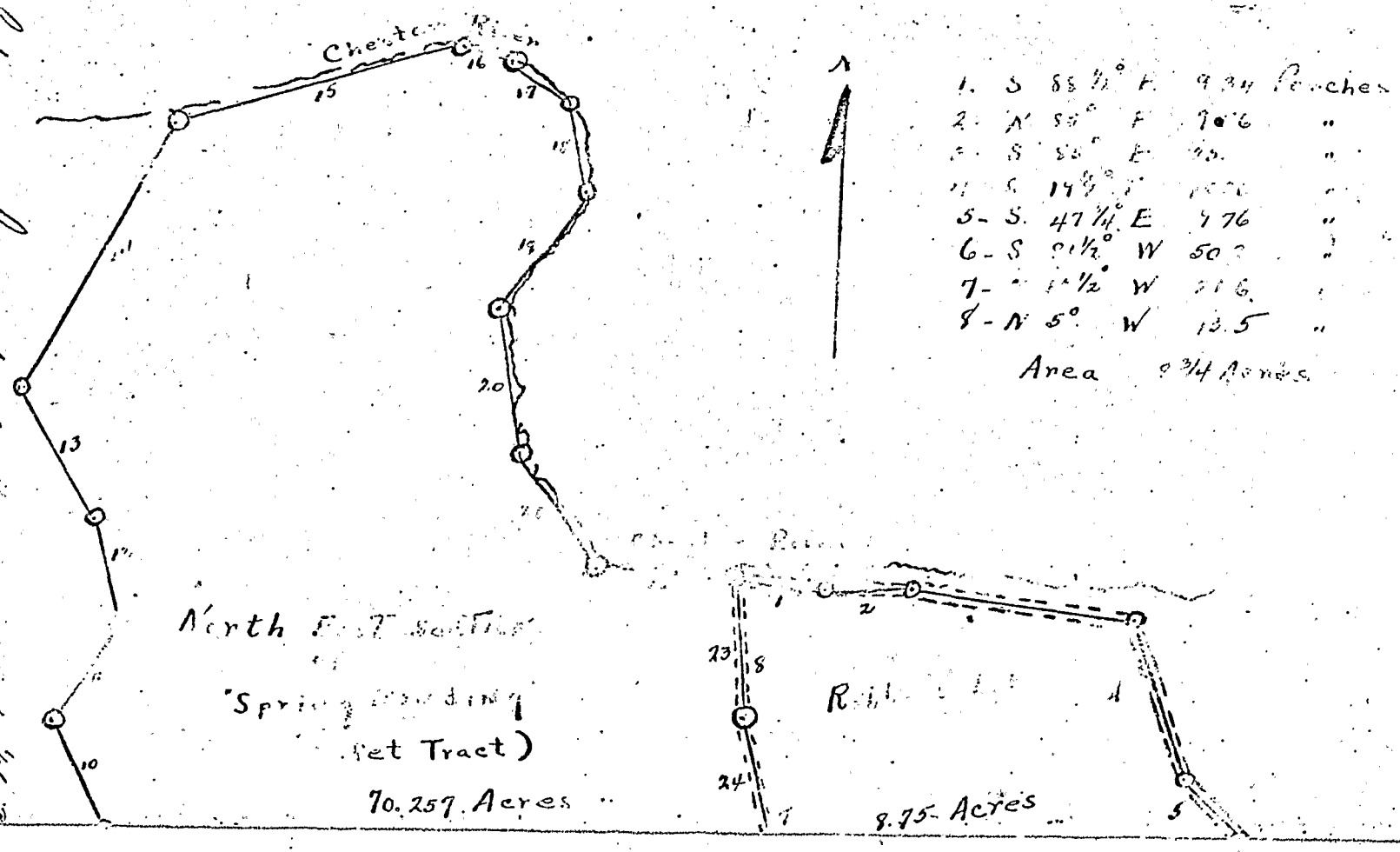
#17,385. QUEEN ANNE'S COUNTY, TO WIT:

Be it remembered that on the Twenty-seventh day of November, in the year nineteen hundred and thirty five, the following Plat was brought to be recorded, to wit:-

PLAT of N.E. Portion of "Spring Landing"

and

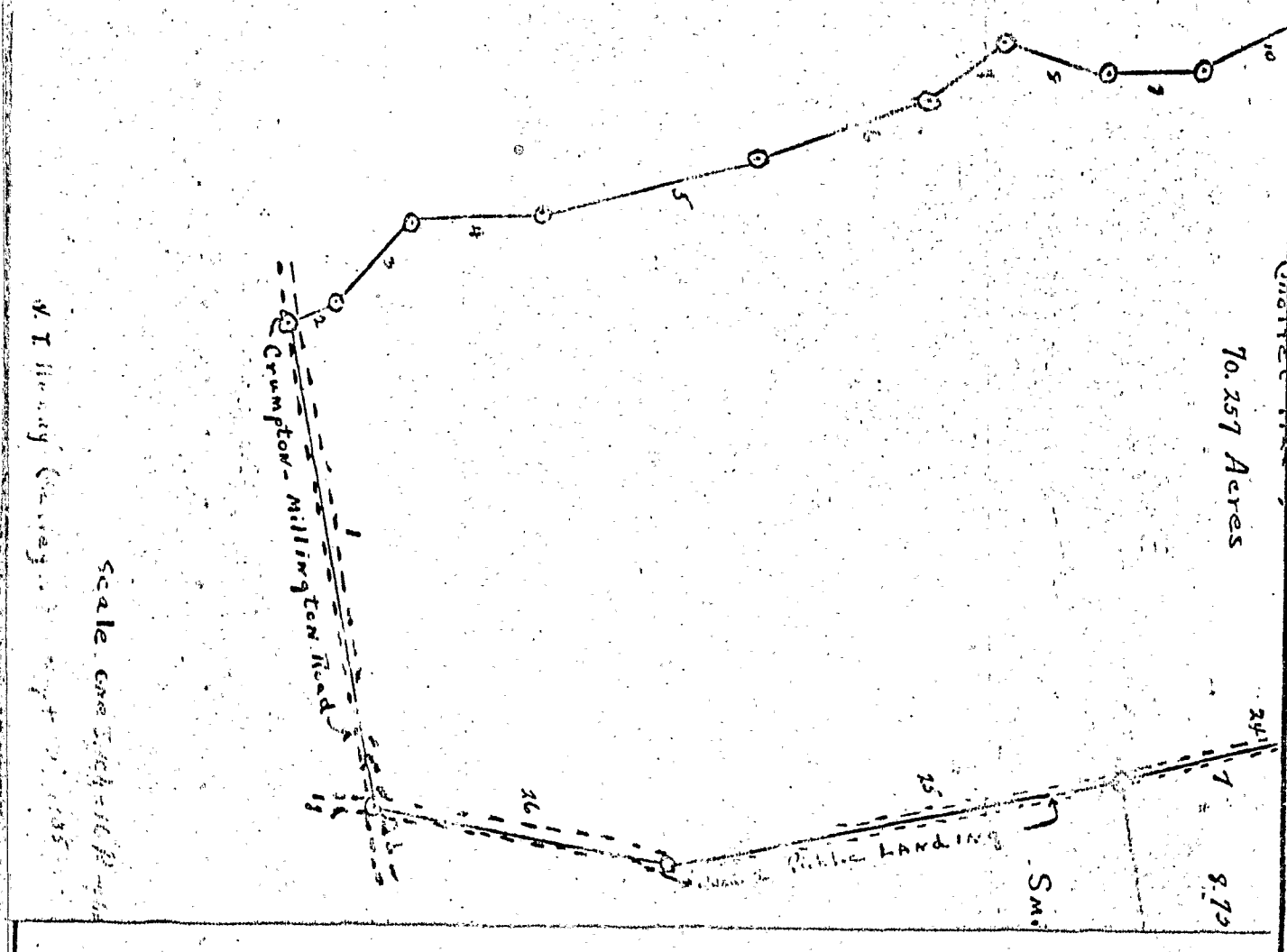
The Robert's Lot Adjoining it

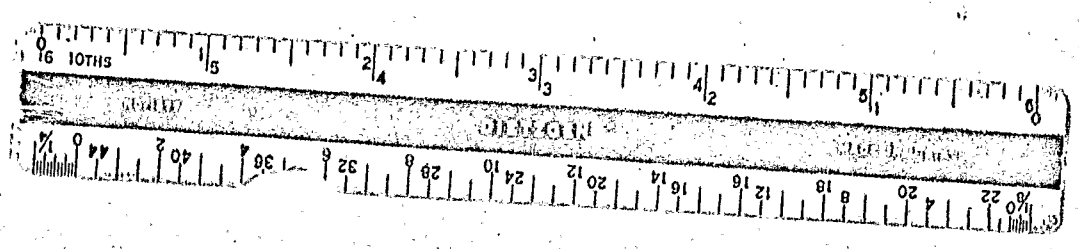


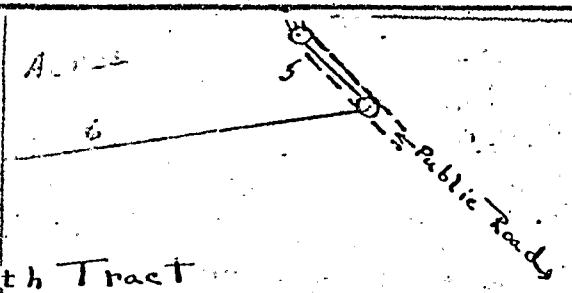
Palmer Smith, atty for grantees - James L. & Mary L. Christian

LIBER 7 PAGE 391

Orig'l Exam'd & delivered to John







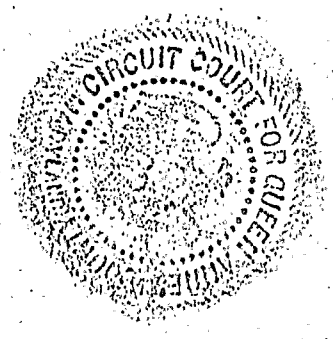
th Tract

1- S [illegible] W	[illegible]	Perches
2. N 25½° W	5.08	"
3. N 4½° W	22.00	"
4. N 5° W	14.4	"
5- N 16½° W	24.24	"
6. N 22¼° W	19.08	"
7. N 40° W	9.2	"
8. N 15½° E	11.76	"
9 N 3½° W	5.2	"
10 N [illegible]	[illegible]	"
11. N 31½° E	13.00	"
12 N 15½° W	12.40	"
13- N 32½° W	16.84	"
14- N 28½° E	33.20	Perches To River
15- N 73° E	34.80	"
16 S 72° E	6.00	"
17. S. 54° E	7.00	"
18. S. 14° E	7.6	"
19 S 32½° W	15.40	"
20. S. 10° E	16.4	"
21. S 35° E	15.2	"
22. S 89° E	16.	" To Public Landing
23. S 5° E	14.00	"
24 S 15½° E	22.4	"
25. S 12½° E	36.66	"
26 S 9¼° W	32.00	" To Beginning

LIBER 7 PAGE 393

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

This is to certify that the aforegoing was truly taken and copied from Liber W.H.C. 2A, folio 208, 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 31st day of January, 1973.

Charles W. Cecil
Clerk of Circuit Court for Queen Anne's Co.

QUEEN ANNE'S COUNTY, TOO WIT:--Be it remembered that on this Fifth Day of December, in the year nineteen hundred and seventy-two, the following Bill of Complaint To Quiet Title was brought to be recorded, to wit: ---

JOHN F. HOFFMAN LILLY M. HOFFMAN, wife Route 5, Box 10A Annapolis, Maryland 21401	IN THE CIRCUIT COURT
VS.	FOR
H. EARLE SMITH, STEPHANIE M. FORD SMITH, STEPHANIE M. FORD, EMILY H. FORD, EMILY FORD KLINEFELTER, CATHERINE FORD, BUD S. FORD, EMMA A. FORD, all of whose whereabouts are unknown and The Children and Descendants Of Children, Known and Unknown, Of Said Persons, and All Other Persons, Their Heirs, Executors, and Personal Administrators Who Could Claim Any Interest In The Real Estate Mentioned In These Proceedings, Or Who Claim To Hold A Lien Or Encumbrance On The Real Estate Mentioned In These Proceedings	QUEEN ANNE'S COUNTY IN EQUITY NO. 5394 Re 48793 15.00

* * * * * * * * * * * * * * * * *

BILL OF COMPLAINT

TO QUIET TITLE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of John F. Hoffman and Lilly M. Hoffman, his wife, by Vachel A. Downes, Jr. and Lee S. Gillis, their Solicitors, respectfully represents:

1. That the Complainants, John F. Hoffman and Lilly M. Hoffman, his wife, are the present holders of record title in actual or constructive exclusive and peaceful possession of a certain lot or parcel of land situate, lying and being in the Seventh 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 certificate of survey by J. B. Metcalfe, registered surveyor, dated February, 1969, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 41 folio 136, and C.W.C. No. 41 folio 138, certified copies thereof being attached hereto, marked Complainant's Exhibit A, and prayed be made a part hereof, which lands are described as follows, to wit:

ALL that lot, parcel or tract of land situate, lying and being near Ewingtown in the Seventh Election District of Queen Anne's County, State of Maryland, lying southerly and binding on the public road that runs easterly from the Ewingtown Public Road and is more particularly described as follows, that is to say:

BEGINNING at a stone set on the northerly line of a way or private road leading westerly from the southwesterly corner of the lands herein described and running (1) by and with the northerly line of the aforementioned way or road, North 78 degrees 22 minutes East, 19.30 feet to a concrete monument set at the north-

westerly corner of the Henry Sears lands (The Sudler Baxter Farm), (2) thence by and with the line of the said Sears lands, the two following courses and distances, South 82 degrees 01 minutes East 367.90 feet to a concrete monument set on the bank of a brach, South 28 degrees 02 minutes East 473.90 feet to a concrete monument set along a fence line of the Charles Grussing lands - NOTE: This monument is North 02 degrees 30 minutes West 852.80 feet measured along a one strand wire fence from a stone set in a branch or stream. Also the old markings on trees of the Sears survey of 1946 survey were found. (3) thence by and with the aforementioned wire fence along the Charles Grussing division line North 02 degrees 50 minutes West, 1,002.50 feet to a point on the southerly line of the public road - NOTE: A concrete monument being set 3.80 feet from the end of the abovementioned line - (4) thence by and with the southerly line of the aforementioned Public Road (50 feet wide) South 88 degrees 24 minutes West, 568.70 feet to a concrete monument set in the line of other lands, (5) thence by and with the line of other lands, South 01 degrees 25 minutes East, 520.60 feet to the point of beginning. Containing in all 8.360 acres, more or less.

2. That said lands were conveyed unto your Complainants by deed from Groton T. Hill, et. ux., dated June 3, 1971, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 55 folio 526, a certified copy of said deed being attached hereto, marked Complainant's Exhibit B and prayed be made a part hereof.

3. That Groton T. Hill, et. ux., were conveyed said lands, then generally described and said to be a parcel of woodland of approximately 15 acres, more or less, by deed from Emma Reese, widow of William Reese, dated November 19, 1968, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 38 folio 444, a certified copy of said deed being attached hereto, marked Complainant's Exhibit C, and prayed be made a part hereof.

4. That William Reese and Emma Reese, his wife, were conveyed said lands as tenants by the entireties, by deed from H. Earle Smith, widower, by deed dated April 28, 1951, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 9 folio 248, a certified copy of said deed being attached hereto, marked Complainant's Exhibit D, and prayed be made a part hereof, and that said Grantor was the husband of Stephanie M. Ford Smith (who predeceased him) and the devisee of the aforementioned lands under Item No. 4 of her Last Will and Testament, a certified copy thereof being attached hereto marked Complainant's Exhibit E and prayed be made a part hereof.

5. That the chain of title prior to said 1951 is indistinct for the reason that the Ford family owned numerous parcels of land in and about the Seventh Election District of Queen Anne's County, Maryland, acquired by tax sale and by devise, as well as by deed and including a number of parcels not described by metes and bounds, and for such reason the manner of acquisition by the Ford family of the above described lands cannot be ascertained with definition, although deeds recorded among the Land Records of Queen Anne's County for lands adjacent to the Hoffman tract indicate ownership of the lands the subject of this suit be vested in the Ford family sometime prior to 1908.

6. And further, that accounting from the aforementioned Smith to Reese deed in 1951, the Complainants, and their predecessors in title aforementioned have by deed held record title to said lands and have possessed the same in an actual, visible, exclusive, continous manner, hostile the any claim or right of others, under a claim of title for a period in excess of 20 years, and have paid State and County taxes on said land.

7. That to the knowledge of the Complainants, no other person, other than those in ownership above recited, has ever claimed ownership or an interest in said parcel, and that ownership and possession of the Complainants and their predecessors has continued continously and adversely for over 20 years without let or hinderance.

8. That no action at law or in equity is now pending to test the validity or to quiet or to remove any cloud from the title to the lands hereinbefore mentioned or to enforce any lien or encumbrance thereon or assert claim thereto.

9. That the Complainants do not have an adequate remedy at law nor otherwise therein in equity.

WHEREFORE, your Complainants pray:

a. That this Honorable Court pass an order declaring that the Complainants, John F. Hoffman and Lilly M. Hoffman, wife, have established title to the real estate described in this cause to the exclusion of all other persons and parties and that they are the absolute owners of said lands with fee simple title that is good, positive and indefeasible; and with right of disposition of said lands.

b. That an Order be made for publication of notice requiring all persons claiming any interest in the Complainant's real estate herein described to appear before this Court, at a time and place to be therein specified, to show cause, if any they have, why they should not be forever barred from asserting or maintaining any action or proceeding for the recovery of said real estate, and, as may be necessary thereafter, that that Court will grant a permanent injunction against the assertion by any and all of the Defendants in this cause of any action or claim to the property in law or in equity, or otherwise.

c. And for such other and further relief as their cause may require, including but not limited to a permanent injunction against the Defendants, or any of them to assert any right, title, interest, claim, lien or encumbrance against the lands hereinabove described.

AND AS IN DUTY BOUND, ETC.

Vachel A. Downes, Jr.

Vachel A. Downes, Jr.

Lee S. Gillis

Lee S. Gillis
Solicitors for Complainant

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S to wit:

I HEREBY CERTIFY, that on this 5th day of December, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Vachel A. Downes, Jr., for John F. Hoffman and Lilly M. Hoffman, wife, he being one of the Solicitors for the Complainants, and made oath in due form of law that the matters and facts set forth in the aforegoing Bill To Quiet Title are true and correct to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Judith C. Conley
NOTARY PUBLIC

NOTARY PUBLIC JUDITH C. CONLEY QUEEN ANNE COUNTY, MD.

My Commission Expires: July 1, 1974

Filed Dec 5, 1972

6/17/69 - Original mailed To Groton T. Hill
Box 243 -
[illegible] 21620

LIBER 41 PAGE 133 Complainant's Exhibit A

No61383 Re29506 Received For Record May 1, 1969 at 2:11 P.M.

For Mr Groton Hill,
Kingstown, Md

V/

A lot, Parcel or Tract of land, situated lying and being near EWINGTOWN, The Seventh Election District of Queen Anne's County, State of Maryland. Lying southerly and binding on the Public Road that runs easterly from the Ewingtown Public Road and is more particularly described as follows — That is to say: Beginning at a stone set on the Northerly line of a way or private Road leading westerly from the south-westerly corner of the lands herein described and running

(1) By and with the Northerly line of the aforementioned Road

N 78°22'E --- 1930 ft. To a Concrete Monument set at the North Westerly corner of the Henry Sears lands (The Sudler Baxter Farm)

(2) Then By and with the line of the said Sears Lands The Two following courses and distances —

S 82°01'E --- 567.90 ft To a Concrete Monument set on the Bank of a Branch.

S 28°02'E --- 473.90 ft. To a Concrete Monument set along a fence line of the Charles Grussing ~~[illegible]~~ lands —

Note: This Monument is N02°30W - 852.80 ft measured along a one strand wire fence from a Stone set in a branch or stream. Also the old markings on trees after the Sears survey of 1946 survey were found.

Page II

$2.00

LIBER 7 PAGE 399

Page II

(3) Thence By and with the aforementioned wire fence along the Chas. Grussing division line N 02°50'W — — — 1002.50 ft. to a point on the southerly line of Public Road.

Note: a concrete monument bein set 3.80 ft. from the End of the above mentioned line —

(4) Thence By and with the southerly line of the aforementioned Public Road (50 ft. Wide) S88°24'W — — — 568.70 ft. to a concrete monument set in the line of lands of other lands.

(5) Thence By and with the line of other lands S01°25'E — — — 520.60 ft. to the Point of Beginning.

Containing in all 8.360 Acres more or less

J B Metcalfe
Feb 27 — 1969

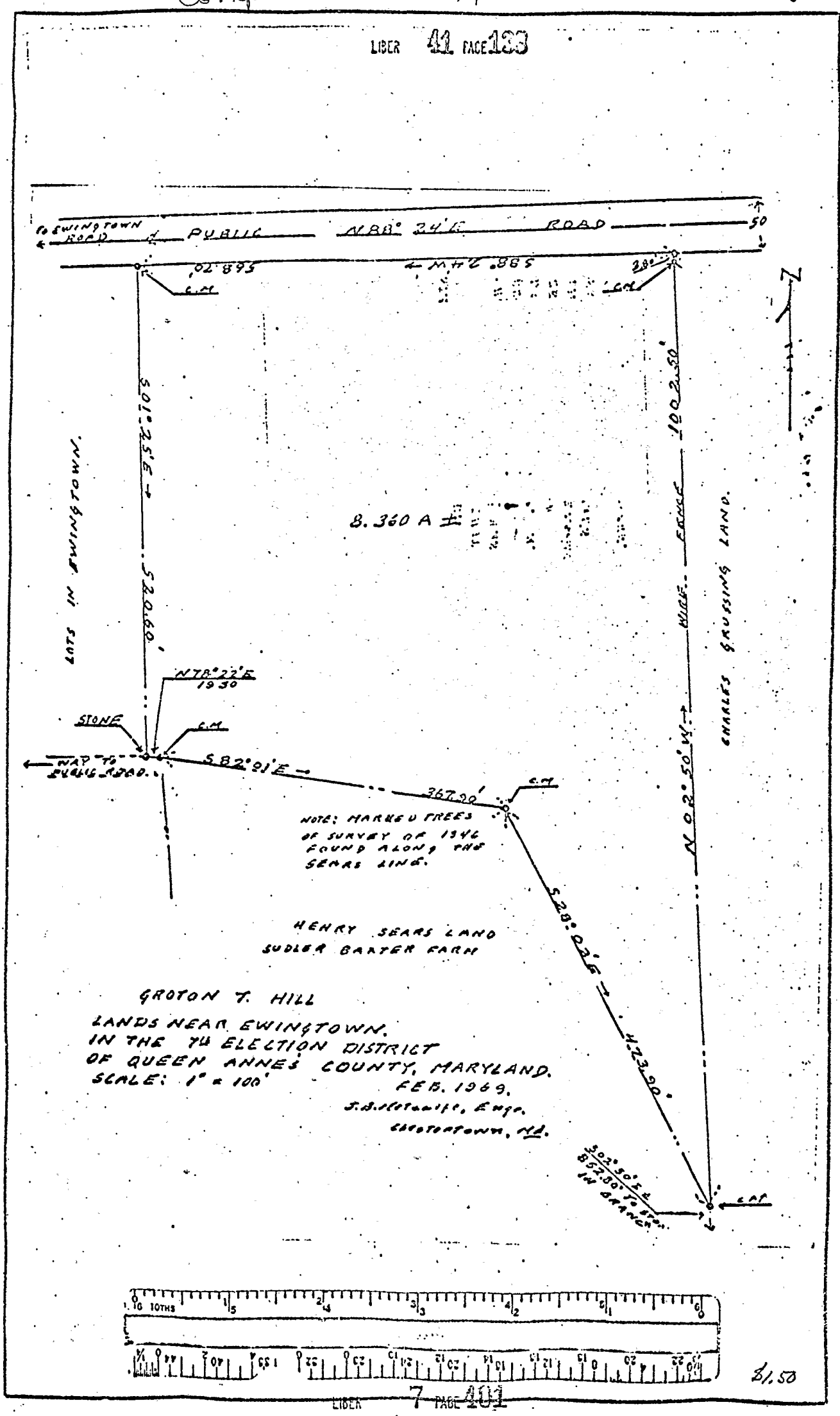
STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that the aforegoing Instrument is truly taken from LIBER C.W.C. No. 41 folio 136 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 5th day of December in the year nineteen hundred and seventy-two.

Charles H. Cecil
Clerk of the Circuit Court for Queen Anne's County.

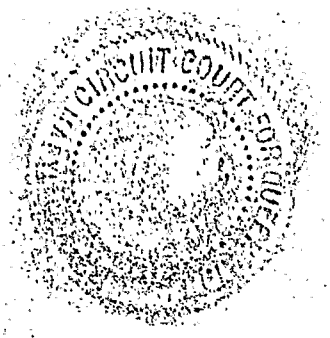
Complainant's Exhibit A



$1.50

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

I HEREBY CERTIFY, that the aforegoing Instrument is truly taken from LIBER C.W.C. No. 41 folio 138 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 5th day of December in the year nineteen hundred and seventy-two.

Charles H. Ewl
Clerk of the Circuit Court for Queen Anne's County.

Filed Dec 5, 1972

[illegible] Original [illegible] to Grant [illegible]

LIBER 55 PAGE 526

No 65912
Rs 39842 RECEIVED FOR RECORD June 3, 1971 at 3:18 P.M.

THIS DEED, Made this 3rd day of June, 1971, by and between GROTON T. HILL and HILDA E. HILL, his wife, of the first part; and JOHN F. HOFFMAN and LILLY M. HOFFMAN, his wife, of the second part.

WITNESSETH: That for and in consideration of the premises and the sum of Ten ($10.00) Dollars, and other good and valuable considerations, the receipt thereof is hereby acknowledged, the said parties of the first part hereto have bargained and sold and by these presents do hereby grant and convey unto the said parties of the second part, John F. Hoffman and Lilly M. Hoffman, his wife, as tenants by the entireties, their heirs and assigns, in fee simple.

ALL that lot parcel or tract of land situate, lying and being near Ewingtown in the Seventh Election District of Queen Anne's County, State of Maryland lying southerly and binding on the Public Road that runs easterly from the Ewingtown Public Road and is more particularly described as follows, that is to say:

BEGINNING at a stone set on the northerly line of a way or private road leading westerly from the S uthwesterly corner of the lands herein described and running (1) by and with the Northerly line of the aforementioned way or Road, North 78° 22' East 19.30 feet to a concrete monument set at the Northwesterly corner of the Henry Sears lands (The Sudler Baxter Farm), (2) thence by and with the line of the said Sears lands the two following courses and distances, South 82° 01' East 367.90 feet to a concrete monument set on the Bank of a branch, South 28° 02' East 473.90 feet to a concrete monument set along a fence line of the Charles Grussing lands - Note: This monument is North 02° 30' West 852.80 feet measured along a one strand wire fence from a stone set in a branch or stream. Also the old markings on trees of the Sears survey of 1946 Survey were found. (3) thence by and with the aforementioned wire fence along the Charles Grussing division line North 02° 50' West 1002.50 feet to a point on the southerly line of the Public Road, Note: a concrete monument being set 3.80 feet from the end of the abovementioned line - (4) thence by and with the Southerly line of the aforementi ned Public Road (50 feet wide) South 88° 24' West 568.70 feet to a concrete monument set in the line of other lands, (5)

Complainant's Exhibit B

$2.00

LIBER 7 PAGE 403

thence by and with the line of other lands South 01° 25' East 520.60 feet to the point of beginning. Containing in all 8.360 acres, more or less, according to a survey made by J. B. Metcalfe, Registered Surveyor, February, 1969.

BEING the same property conveyed by Emma Reese, widow, to Groton T. Hill and Hilda E. Hill, his wife, by deed dated November 19, 1968 and recorded among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. No. 38, folio 444.

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 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 John F. Hoffman and Lilly M. Hoffman, his wife, as tenants by the entireties, their heirs and assigns in fee simple.

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

WITNESS the hands and seals of the parties of the first part hereto.

WITNESS:

Groton T. Hill (SEAL)
Groton T. Hill

Vachel A. Downes Jr.

Hilda E. Hill (SEAL)
Hilda E. Hill

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

I HEREBY CERTIFY, that on this 3rd day of June, 1971, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared GROTON T. HILL and HILDA E. HILL, his wife, and they acknowledged the aforegoing Deed to be their act and deed.

AS WITNESS my hand and Notarial Seal.

Vachel A. Downes Jr.
Notary Public

TAX $30.00 REC. # 3842 JUN 3 '71
STATE PROPERTY TRANSFER

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

I HEREBY CERTIFY, that the aforegoing Instrument is truly taken from LIBER C.W.C. No. 55 folio 526 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 5th day of December in the year nineteen hundred and seventy-two.

Charles H. Cecil
Clerk of the Circuit Court for Queen Anne's County.

Filed Dec 5, 1972

LIBER 7 PAGE 406

LIBER 38 PAGE 444

No 60606
Re 27314 RECEIVED FOR RECORD Nov 19 1968 at 3:40 P.M.

This Deed made this 19th day of November,

in the year one thousand nine hundred and sixty eight, by and between EMMA REESE, Widow, of Queen Anne's County, State of Maryland, party of the first part; and GROTON T. HILL and HILDA E. HILL, his wife, of the County and State aforesaid, parties of the second part;

WITNESSETH, that for and in consideration of the sum of FIVE DOLLARS ($5.00), and other valuable considerations, the receipts of which are hereby acknowledged, the said Emma Reese, Widow, does hereby grant and convey unto the said Groton T. Hill and Hilda E. Hill, 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 the piece or parcel of woodland situate, lying and being on the South side of the County Road leading from Ewingtown to the road leading to McGinnis, adjoining the village of Ewingtown, in the Seventh Election District of Queen Anne's County, Maryland, and more particularly described as follows: All that piece or parcel of woodland containing approximately ten to fifteen acres of land, more or less, bounded on the East by the farm of, or formerly of, one Hoffman; on the South by the Sears land, formerly known as the Baxter Farm; on the West by the property of, or formerly of Brown and Green; and on the North by the aforesaid County Road leading from Ewingtown to the McGinnis road.

BEING the same parcel or tract of land which was granted and conveyed unto William Reese and Emma Reese, his wife, as tenants by the entireties, by H. Earle Smith, Widower, by deed of conveyance bearing date April 28, 1951, and recorded in Liber T. S. P. No. 9, folio 248, a land record book for Queen Anne's County, State of Maryland. The said William Reese having departed this life, this property vested solely in the said Emma Reese, his widow and surviving tenant by the entirety, the grantor herein.

No title examination.

Complainant's Exhibit C

$2.00

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

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

AND the said Emma Reese, Widow -

- - does - - hereby covenant that she has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; that she will warrant specially the property hereby granted and conveyed; and that she will execute such further assurance of the same as may be requisite.

WITNESS the hand and seal of said Grantor :

TEST: (as to Grantor)

Judith C. Conley — Emma Reese (SEAL)
Emma Reese

..... (SEAL)

..... (SEAL)

..... (SEAL)

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

I HEREBY CERTIFY, that on this 19th day of November in the year one thousand nine hundred and sixty eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared EMMA REESE, Widow, and she acknowledged the foregoing Deed to be her act.

Witness my hand and notarial seal.

Judith C. Conley
Judith C. Conley, Notary Public
My commission expires July 1, 1969.

JUDITH C. CONLEY NOTARY PUBLIC QUEEN ANNE'S COUNTY, MD.

LIBER 38 PAGE 445

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

I HEREBY CERTIFY, that the aforegoing Instrument is truly taken from LIBER C.W.C. No. 38 folio 444 a Land Record Book for Queen Anne's County.

CIRCUIT COURT 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 5th day of December in the year nineteen hundred and seventy-two.

Charles H. Cecil
Clerk of the Circuit Court for Queen Anne's County.

Filed Dec 5, 1972

Complainant's Exhibit D

#32,731

RECEIVED FOR RECORD Feb. 28, 1953 LIBER 9 PAGE 248

5

THIS DEED made this 28th day of April, 1951, by H. Earle Smith, widower, of Caroline County, State of Maryland.

WITNESSETH, that for and in consideration of the sum of Two Hundred Dollars ($200.00), cash in hand paid, the receipt of which is hereby acknowledged, I, the said H. Earle Smith, widower, do hereby grant and convey unto William Reese and Emma Reese, his wife, as tenants by the entireties, and to the survivor of them, his, her or their heirs and assigns, the following described property, in fee simple:-

ALL that piece or parcel of woodland situate, lying and being on the south side of the County Road leading from Ewingtown to the road leading to Meginnis, adjoining the village of Ewingtown, in the Seventh Election District of Queen Anne's County, Maryland, and more particularly described as follows:- All that piece or parcel of woodland containing approximately ten to fifteen acres of land, more or less, bounded on the East by the Hoffman Farm; on the south by the Sears land, formerly known as the Baxter Farm; on the West by the Brown and Green land, and on the North by the aforesaid County Road leading from Ewingtown to the Meginnis road. It being a part of the same land conveyed to Stephanie M. Ford by deed from Emily H. Ford Klinefelter, widow, bearing date the 17th day of August, 1932, and duly of record in Liber B.H.T. No. 15 Folio 120, one of the Land Record Books for Queen Anne's County, Maryland, and being the same land which the said Stephanie M. Ford Smith devised to the Grantor herein by Item 4 of her Last Will and Testament, which said Last Will and Testament is duly of record in Liber C.V.W. No. 15 Folio 197, one of the Will Record Books for Caroline County, Maryland.

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

TO HAVE AND TO HOLD the above mentioned and described property, together with the rights, privileges, appurtenances and

LIBER 7 PAGE 409

$200

advantages thereto belonging or in anywise appertaining, unto and to the proper use and benefit of the said William Reese and Emma Reese, his wife, as tenants by the entireties, and to the survivor of them, his, her or their heirs and assigns, forever in fee simple.

AND the said H. Earle Smith, widower, covenants that he will warrant specially the above mentioned and described property and that he will execute such other and further assurances of the same as may be requisite.

WITNESS the hand and seal of the said Grantor.

TEST:

H Earle Smith (SEAL)
H. Earle Smith.

Michael C. Butler

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY that on this 18th day of April, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County aforesaid, personally appeared H. Earle Smith, widower, and acknowledged the aforegoing Deed to be his act.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

Michael C. Butler
Notary Public.

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

I HEREBY CERTIFY, that the aforegoing Instrument is truly taken from LIBER T.S.P. No. 9 folio 248 a Land Record Book for Queen Anne's County.

CIRCUIT COURT 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 5th day of December in the year nineteen hundred and seventy-two.

Charles H. Cecil
Clerk of the Circuit Court for Queen Anne's County.

Filed Dec 5, 1972

COMPLAINANT'S EXHIBIT E

State of Maryland
Caroline County } ss:

6/

I, Clifford L. Stafford, Register of Wills for Caroline County, an ex-officio Clerk of the Orphans' Court of said county, and as such, the keeper of the records of said Office, do hereby certify that the within foregoing is a true and faithful copy of the last will and testament of STEPHANIE M. SMITH, deceased,

now on file and of record, in my office, in Will Record Liber C.V.W. No. 15, folio 197, etc.

In testimony Whereof, I have hereunto set my hand and affixed the seal of my said Office this 30th day of November in the year of our Lord, One Thousand, Nine Hundred and seventy-two

Clifford L. Stafford
Register of Wills for Caroline County aforesaid.

Filed Dec 5, 1972

IN THE NAME OF GOD, AMEN:

I, Stephanie M. Smith, of Denton, Caroline County, State of Maryland, being of sound and disposing mind, memory and understanding, considering the certainty of death and the uncertainty of the time thereof, and being desirous of settling my wordly affairs and thereby be better prepared to leave this world when it shall please Almighty God to call me hence, do, therefore, make and publish this my last will and testament, in the manner and form following, that is to say:-

First and Principally, I commit my soul unto the hands of Almighty God and my body to the earth to be therein decently buried at the discretion of my Executor hereinafter named, and after the payment of all my just debts and funeral expenses, I give, devise and bequeath my estate as follows:-

ITEM 1. I give, devise and bequeath to my brother, Frederick W. Ford, the sum of Ten Thousand Dollars ($10,000.00).

ITEM 2. I give, devise and bequeath to my brother, Charles B. Ford my interest in the farm known as Ceresford and the sum of Five Thousand Dollars ($5,000.00).

ITEM 3. I give, devise and bequeath to my sister, Emily F. Baker, the sum of Ten Thousand Dollars ($10,000.00).

ITEM 4. I give, devise and bequeath to my beloved husband, H. Earle Smith, all the rest and residue of my estate, real, personal, or mixed and wheresoever situated.

LASTLY, I do hereby nominate, constitute and appoint my husband, H. Earle Smith, to be the Executor of this my last will and testament, hereby revoking all other wills and codicils by me heretofore made.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my seal this 15th day of July, in the year of our Lord one thousand nine hundred and forty-nine.

Stephanie M. Smith (SEAL)
Stephanie M. Smith

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 in the presence of each other, have hereunto subscribed our names as witnesses hereto.

STATE OF MARYLAND, CAROLINE COUNTY, SS:
THE 27th day of Feb. 1951 } Then came H. Earle Smith, Custodian with the aforegoing paper writing, purporting to be the last Will and Testament of Stephanie M. Smith, late of Caroline County, deceased, and made oath in due form of law that the said instrument of writing is the true and whole last Will and Testament of said Stephanie M. Smith deceased, that has come to his hands or possession; and that he does not know of any other Will, or of any Codicil to the said Will of said deceased, of a later date; and that the same was ~~delivered to him by~~ found among the papers and has remained in his keeping until deposited with the Register of Wills for Caroline County for probate.

Sworn to before

Carlton V. West
Register of Wills for Caroline County

CAROLINE COUNTY, SS:
The 27th day of Feb. 1951 } Then came E. Theo. Orme and Lacey R. Orme subscribing witnesses to the foregoing instrument of writing, purporting to be the last Will and Testament of Stephanie M. Smith late of Caroline County, deceased, and made oath in due form of law that they did see the said decedent sign and seal the said Will; that they heard her publish, pronounced 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 knowledge and apprehension, of sound and disposing mind, memory and understanding and capable of executing a valid deed or contract; and that they each subscribed their names as witnesses to the said Will in the presence of the said Testatrix, at her request, and in the presence of each other.

Sworn to before

Carlton V. West
Register of Wills for Caroline County

CAROLINE COUNTY, SS:
The _____ day of _____ 19__ } Then came _____ subscribing witness to the foregoing instrument of writing, purporting to be the last Will and Testament of _____ of Caroline County, deceased, and made oath in due form of law that _____ did see the said _____ sign and seal the said Will; that _____ heard _____ publish, pronounce and declare the same to be _____ last Will and Testament; that at the time of _____ so doing _____ was to the best of _____ knowledge and apprehension of sound and disposing mind, memory and understanding and capable of executing a valid deed or contract; and that _____ subscribed their names as witnesses to the said Will in the presence of the said Testat_____ at _____ request, and in the presence of each other.

Sworn to before

_____
Register of Wills for Caroline County

IN THE ORPHANS' COURT FOR CAROLINE COUNTY:

The foregoing last Will and Testament of Stephanie M. Smith, late of Caroline County, deceased, having been exhibited for probate, and no objection thereto having been made, although notice appears to have been given to the next relations of said deceased.

The Court, after having carefully examined the said Will, and also the evidence adduced as to its validity, Orders and Decree, this 27 day of Feb. 1951 that the same be admitted in this Court as the true and genuine last Will and Testament of the said Stephanie M. Smith deceased.

H. Roland Forman
Charles V. Moore
Maurice A. Bradfield
Judges of the Orphans' Court for Caroline County.

LAW OFFICES
VACHEL A. DOWNES, JR.
QUEEN ANNE'S BUILDING
115 LAWYERS ROW
CENTREVILLE, MARYLAND 21617
TELEPHONE 758-0680

December 5, 1972

Mr. Charles W. Cecil, Clerk
Courthouse
Centreville, Maryland

Re: Hoffman vs. Smith

Dear Mr. Cecil:

Will you please complete the filing of this suit by making certified copies of Complainant's Exhibits A, B and C mentioned in the Bill of Complaint and filing the same in the cause, with the costs thereof to become part of the court costs.

The order of publication is to be completed, signed by you and forwarded to the Queen Anne's County Record Observer for publication.

Vachel A. Downes, Jr.

Vachel A. Downes, Jr.

JOHN F. HOFFMAN
LILLY M. HOFFMAN, wife
Route 5, Box 10A
Annapolis, Maryland 21401

VS.

H. EARLE SMITH, STEPHANIE M. FORD SMITH, STEPHANIE M. FORD, EMILY H. FORD, EMILY FORD KLINEFELTER, CATHERINE FORD, BUD S. FORD, EMMA A. FORD, all of whose whereabouts are unknown and The Childredn and Descendants of Children, Known and Unknown, Of Said Persons, and All Other Persons, Their Heirs, Executors, and Personal Administrators Who Could Claim Any Interest In The Real Estate Mentioned In These Proceedings, Or Who Claim To Hold A Lien Or Encumbrance On The Real Estate Mentioned In These Proceedings

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5394

* * * * * * * * * * * * * * * * * * *

ORDER OF PUBLICATION

The object of this suit is to procure a decree making the Complainants the absolute owners, in fee simple, of the tract of land hereinafter described to the exclusion of all other persons or parties, with right of disposition, and for a permanent injunction against the Defendants, or any of them, to claim any interest in said lands.

The Bill of Complaint To Quiet Title recites:

1. That the Complainants received a deed for the property from Groton T. Hill, et. ux., dated June 3, 1971, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 55 folio 526.

2. That the property is described as follows:

ALL that lot, parcel or tract of land situate, lying and being near Ewington in the Seventh Election District of Queen Anne's County, State of Maryland, lying southerly and binding on the public road that runs easterly from the Ewingtown Public Road and is more particularly described as follows, that is to say:

BEGINNING at a stone set on the northerly line of a way or private road leading westerly from the southwesterly corner of the lands herein described and running (1) by and with the northerly line of the aforementioned way or road, North 78 degrees 22 minutes East, 19.30 feet to a concrete monument set at the northwesterly corner of the Henry Sears lands (The Sudler Baxter Farm), (2) thence by and with the line of the said Sears lands the two following courses and distances, South 82 degrees

01 minutes East, 367.90 feet to a concrete monument set on the bank of a branch, South 28 degrees 02 minutes East, 473.90 feet to a concrete monument set along a fence line of the Charles Grussing lands - NOTE: This monument is North 02 degrees 30 minutes West, 852.80 feet measured along a one strand wire fence from a stone set in a branch or stream. Also the old markings on trees of the Sears survey of 1946 survey were found. (3) thence by and with the aforementioned wire fence along the Charles Grussing division line, North 02 degrees 50 minutes West, 1,002.50 feet to a point on the southerly line of the public road, NOTE: A concrete monument being set 3.80 feet from the end of the abovementioned line - (4) thence by and with the southerly line of the aforementioned public road (50 feet wide) South 88 degrees 24 minutes West 568.70 feet to a concrete monument set in the line of other lands, (5) thence by and with the line of other lands, South 01 degrees 25 minutes East, 520.60 feet to the point of beginning. Containing in all 8.360 acres, more or less.

3. That the chain of title is indistinct and cannot be traced with absolute certainty prior to a certain deed from H. Earl Smith to William Reese, et. ux., dated April 28, 1951, recorded among said Land Records in Liber T.S.P. No. 9 folio 248.

4. That H. Earl Smith inherited the property under the terms of the Last Will and Testament of his wife, Stephanie M. Ford Smith.

5. That deeds and descriptions for properties adjacent to the above described tract indicate ownership of said tract in said Stephanie M. Ford Smith, or her ancestors, from sometime prior to 1908.

6. That the Complainants and their predeceasors in title have possessed said lands and paid taxes thereon for a period in excess of 20 years, without let or hinderance, and to their knowledge for said period no claims, demands, liens or encumbrance have been asserted against said land by any party not having or holding a deed to the same.

7. That the Complainants have no adequate remedy at law nor otherwise than in equity, and no other action at law or in equity is now pending to test the validity or to quiet or to remove any cloud from the title, or to enforce any lien or encumbrance or assert claim thereto.

8. That the Complainants are in actual and exclusive possession, constructively or otherwise of said property.

IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County, In Equity, this 5th day of December, 1972, that the Complainants, by causing a copy of this Order to be inserted in some newspaper published in Queen Anne's County, once a week in each of four (4) successive weeks before the 3rd. day of January, 1973, shall give notice to the Defendants, address unknown, resident and non-resident, of the substance and object of this Bill of Complaint, and to appear in the Circuit Court for Queen Anne's County, on or before the 5th day of February, 1973, and file their Answer or other defense or other initial pleading in the Clerk's Office of said Court, at Centreville, Maryland, within 15 days thereafter; otherwise a decree proconfesso and/or final decree may be entered for the relief prayed by the Complainants.

Charles W. Cecil
Clerk of the Circuit Court for
Queen Anne's County

Filed Dec. 5. 1972

8

JOHN F. HOFFMAN, et. ux.

VS.

H. EARL SMITH, et. al.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5394

* * * * * * * * * * * * * * * * * * *

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainants, by Vachel A. Downes, and Lee S. Gillis, their Solicitors, respectfully represent unto your Honors:

1. That a Bill of Complaint was duly filed in this cause and an Order of Publication issued by the Clerk of the Circuit Court for Queen Anne's County, which Order of Publication was duly published for the prescribed time in a newspaper of general circulation in Queen Anne's County, Maryland, as evidenced by a Certificate Of Publication of the same filed herein.

2. That although the time allowed by said Order of Publication to the Defendants to answer and defend in this cause have 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:

a. That a decree pro confesso may be granted by this Honorable Court against the the Defendants, and each of them.

b. That the papers in this cause may be submitted to one of the standing examiners of this Court so that the Complainants may offer testimony to support the allegations in the Bill of Complaint.

AND AS IN DUTY BOUND, ETC.

Vachel A. Downes Jr.
Vachel A. Downes, Jr.

Lee S. Gillis
Lee S. Gillis
Solicitors for Complainants

Filed Feb. 9, 1973

9

DECREE PRO CONFESSO

The Defendants having been duly notified to appear and answer the Bill of Complaint, as is evidenced by the Certificate of Publication of the Order of Publication heretofore filed in this cause, and having failed to appear either in proper person or by solicitor, it is thereupon this 14th day of February, 1973, by the Circuit Court For Queen Anne's County, In Equity, and by the authority of said Court, ADJUDGED, ORDERED and DECREED that the Complainants are entitled to relief in the premises and that the Bill of Complaint be and is hereby taken pro confesso against the Defendants, and each of them; but because it does not with certainty appear to what relief the Complainants are entitled, it is further ADJUDGED, ORDERED and DECREED that testimony be taken before one of the standing examiners of this Court to support the allegations contained in the Bill of Complaint.

B. Hackett Turner Jr.
JUDGE

Filed Feb. 14, 1973

10

JOHN F. HOFFMAN, ET. UX.

VS.

H. EARL SMITH, ET. AL.

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY
NO. 5394

* *

PETITION FOR APPOINTMENT
OF
SPECIAL EXAMINER

TO THE HONORABLE, THE JUDGES FOR SAID COURT:

The Complainants by Vachel A. Downes, Jr. and Lee S. Gillis, respectfully represents unto your Honors:

1. That a Decree Pro Confesso has been passed in said cause and the Complainants are ready to take testimony to support the allegations in the Bill of Complaint.

2. That Vachel A. Downes, Jr., the undersigned, is one of the standing examiners of this Honorable Court, but is disqualified because of his participation in this cause.

3. That Edward Turner, the other standing examiner of this Court, is on vacation.

WHEREFORE, your Petitioner prays this Honorable Court pass an Order appointing a special examiner in this cause.

AND AS IN DUTY BOUND, ETC.

Vachel A. Downes Jr.
Vachel A. Downes, Jr.

Lee S. Gillis
Lee S. Gillis
Solicitors for Complainants

Filed March 19, 1973

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ORDER

The aforegoing Petition having been read and considered, it is this 21st day of March, 1970, ORDERED and DECREED by the Circuit Court for Queen Anne's County, In Equity and by the authority of said Court, that John T. Clark, III, be and he is hereby appointed special examiner in this cause for the purpose of taking testimony herein and reporting the same to this Court.

Leon B. Rami, Jr.
JUDGE

Filed March 21, 1973

::

#20,839. QUEEN ANNE'S COUNTY, TO
W it; Be it remembered that on the Tenth day of October, in the year nineteen hundred and forty one, the following Deed was brought to be recorded, to wit:-

ASG, Jr
#5
Folio
154

One-Ten Dollar, One-Two Dollar, One-Fifty Cent and Three-Five Cent Int. Rev. Stamps. Endorsed A.S.B. 10/10/41

Two-Five Dollar, One-One Dollar, One-Twenty Cent and One-Ten Cent Recordation Tax Stamps. Endorsed H.S. 10/10/41

To Blon William R. Horney

THIS DEED, made this 10th day of October, in the year nineteen hundred and forty one, by and between A. Sudler Baxter and Margaret W. Baxter, his wife, of Kent County, State of Maryland, but temporarily in Queen Anne's County, State of Maryland, at the time of the execution of this deed, parties of the first part, and Henry Sears, of New York City, State of New York, party of the second part;

WITNESSETH, that for and in consideration of the sum of Eleven Thousand Three Hundred and Fifty Dollars ($11,350.00), and other valuable considerations, the receipts of which are hereby acknowledged, the said A. Sudler Baxter and Margaret W. Baxter, his wife, do hereby grant and convey unto said Henry Sears, his heirs and assigns, in fee simple, the following described real estate, to wit:

PARCEL NUMBER ONE

ALL that tract of land or farm, known as the "Crane Farm", situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, on the public road leading from Church Hill to Foreman's Branch, adjoining the farm known as the "Home Farm of John T. Baxter" (Parcel No. 2 hereinafter described and conveyed) and the land formerly of Joseph E. Baxter (but now of this grantee), and more particularly described by metes and bounds, courses and distances, according to a survey thereof made by S. Chester Coursey, County Surveyor, on the 10th day of June, 1908, as follows, to wit: BEGINNING in the middle

Orig'l Exam'd & delivered to Z/o Feb. 5, 1942

now of this grantee), and more particularly described by [illegible]

and distances, according to a survey thereof made by S. Chester Coursey, County Surveyor, on the 10th day of June, 1908, as follows, to wit: BEGINNING in the middle of the aforesaid public road at a point opposite a large fence post (where a stone was to have been placed), and running (1) thence with the colored church parsonage lot North 82° East, 38-2/5 perches to a stake or stone; thence (2) North 45° East, 23.4 perches to a stone which is one perch from the corner stone of the lot of Thomas Wilson; thence (3) with the land of said Thomas Wilson East 33.4 perches to a stone; thence (4) North 1° 35' West, 15.6 perches to a stone; thence (5) North 77° 30' East, 21.2 perches to a marked beech tree; thence (6) North 2° 30' West, 9.6 perches to a stake, which stake is four feet north of a poplar tree; thence (7) West 14.8 perches to a stake; thence (8) North 5° 30' East, 12.4 perches to a stone, a corner for the land of George Aker and the Ford land; thence (9) South 88° East, 22.6 perches to a marked red oak tree; thence (10) South 25° 45' East, 30¼ perches to a marked birch tree; thence (11) South 2° 30' West, 35 perches to a dead gum tree along the edge of a stream; thence (12) South 86° 30' East, 18.5 perches to a stone; thence (13) South 4° 45' West, 57.3 perches to a stone along the edge of the field; thence (14) South 38° East, 21.6 perches; thence (15) South 6° 45' West, 56.8 perches; thence (16) South 88° West, 185.6 perches to the middle of the aforesaid public road; thence (17) North 25° 30' East, 121 perches; and thence (18) North 2° East, 7 perches to the place of beginning, containing 140 acres and 3 roods of land, more or less; being the same land which was granted and conveyed unto said A. Sudler Baxter (as Arthur Sudler Baxter) by Charles A. Baxter and Carrie C. Baxter, his wife, by deed bearing date the 11th day of February, 1910, and recorded in Liber S. S. No. 8, folios 174, etc., a land record book for Queen Anne's County aforesaid; excepting, therefrom, however, the two lots or parcels of land fully described in the following described deeds,

that is to say: (a) in the deed from Arthur Sudler Baxter and wife to Thomas Clark, bearing date the 30th day of November, 1927, and recorded in Liber B. H. T. No. 14, folios 1, etc., a land record book for Queen Anne's County aforesaid; and (b) in the deed from A. Sudler Baxter and wife to John H. Berryman and wife, bearing date the 4th day of October, 1933, and recorded in Liber B. H. T. No. 16, folios 466, etc., a land record book for Queen Anne's County aforesaid.

PARCEL NUMBER TWO

ALL that tract of land or farm, known as the "Home Farm of John T. Baxter", "Providence Come by Chance", "Come by Chance Addition", or by whatsoever name or names it may be known, situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, on the public road leading or branching from the Church Hill-Foreman's Branch road to I. B., adjoining the farm known as the "Crane Farm" (Parcel No. 1 hereinbefore described and conveyed), and the land of (or formerly of) Catherine F. Walker, and more particularly described by metes and bounds, courses and distances, to wit: BEGINNING at a stone on the south side of said public road, and running from thence (1) with the land of said Catherine F. Walker North 1° 30' East, 144 perches; thence (2) North 86° 30' East, 10 perches; thence (3) North 4° East, 46 perches to said Parcel No. 1; thence (4) South 89° 30' West, 100 perches; thence (5) South 3° East, 186.4 perches to the south side of said public road; thence (6) with said public road North 88° East, 28 perches; thence (7) South 83° East, 30 perches; and thence (8) South 86° East, 15.2 perches to the place of beginning, containing 97 acres, 1

road North 88° East, 28 perches; thence (7) South 83° East, 20 perches; and thence (8) South 86° East, 15.2 perches to the place of beginning, containing 97 acres, 1 rood and 13 perches of land, more or less; being the same land which was granted and conveyed by George Barton and Mary E. Barton, his wife, to John T. Baxter, by deed bearing date the 8th day of September, 1869, and recorded in Liber J. W. No. 1, folios 549, etc., a land record book for Queen Anne's County aforesaid, which upon the death of said John T. Baxter, intestate, in or about the year 1908, descended unto said A. Sudler Baxter, William T. Baxter, J. Frank Baxter, Charles A. Baxter, Joseph E. Baxter and Clara E. Spry (nee Baxter), his children and only heirs-at-law, subject to the dower interest therein of Martha O. Baxter, his widow, and for further title reference see the following described deeds, to wit:

(a) The deed from Arthur Sudler Baxter, et al., to Martha O. Baxter, (for and during the term of her natural life and no longer), bearing date the 17th day of August, 1908, and recorded in Liber S. S. No. 5, folios 184, etc., a land record book for Queen Anne's County aforesaid, said Martha O. Baxter having departed this life in or about the year 1922;

(b) The will of William T. Baxter, bearing date the 7th day of February, 1916, and recorded in Liber R. R. H. No. 1, folios 76, etc., a will record book for Kent County, Maryland, (a certified copy of which is also of record among the will record books of Queen Anne's County aforesaid), wherein the testator devised all of his real estate unto his wife, Elizabeth H. Baxter;

(c) The deed of trust from J. Frank Baxter to S. Scott Beck and James T. Bright, Trustees, bearing date the 6th

LIBER 7 PAGE 426

day of March, 1922, and recorded in Liber A. P. R. No. 9, folios 260, etc., a land record book for Kent County aforesaid, (a certified copy of which is also of record among the proceedings in Cause No. 3292 on the chancery docket of the Circuit Court for Queen Anne's County in Equity);

(d) The deed from J. Frank Baxter to said James T. Bright and S. Scott Beck, Trustees as aforesaid, bearing date the 15th day of March, 1923, and recorded among the land records of Kent County aforesaid, (a certified copy of which is also of record among the proceedings in said Cause No. 3292 on the chancery docket of said Circuit Court for Queen Anne's County in Equity);

(e) The proceedings in the Circuit Court for Kent County in Equity entitled "In the Matter of the Trust Estate of J. Frank Baxter", being Cause No. 2164 on the chancery docket of said Court, certified copies of certain parts of which said proceedings are also of record in said Cause No. 3292 on the chancery docket of said Circuit Court for Queen Anne's County in Equity);

(f) The deed from Clara E. Spry, et al., to A. Sudler Baxter (as Arthur Sudler Baxter) and Margaret W. Baxter (as Maggie W. Baxter), his wife, as tenants by the entireties,

Baxter (as Arthur Sudler Baxter) and Margaret W. Baxter (as Maggie W. Baxter), his wife, as tenants by the entireties, bearing date the 14th day of November, 1922, and recorded in Liber B. H. T. No. 12, folios 345, etc., a land record book for Queen Anne's County aforesaid.

(g) The deed from S. Scott Beck, surviving trustee for J. Frank Baxter, bearing date the 19th day of July, 1941, and recorded or intended to be recorded among the land records of Queen Anne's County aforesaid immediately preceding item "h" next referred to.

(h) The deed of release (of inchoate right of dower) from Anna M. Baxter (wife of J. Frank Baxter) to A. Sudler Baxter, bearing date the 9th day of October, 1941, and recorded or intended to be recorded among the land records of Queen Anne's County aforesaid immediately preceding this deed.

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

TO HAVE and TO HOLD the said parcels of land and premises, unto and to the use of the said Henry Sears, his heirs and assigns, in fee simple, forever.

AND the said A. Sudler Baxter and Margaret W. Baxter, his wife, do hereby covenant that they have not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted and conveyed; that they will warrant specially the property hereby granted and conveyed; and that they will execute such further assurances of said land as may be requisite.

WITNESS the hands and seals of the said Grantors:

TEST: (as to Grantors:	A. SUDLER BAXTER (A. Sudler Baxter)	(SEAL)
HILDA T. SEWARD (Hilda T. Seward)	MARGARET W. BAXTER (Margaret W. Baxter)	(SEAL)

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

I HEREBY CERTIFY that on this 10th day of October, in the year nineteen hundred and forty one, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared A. Sudler Baxter and Margaret W. Baxter, his wife, and each acknowledged the aforegoing DEED to be their respective act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written:

HILDA T. SEWARD
(Hilda T. Seward)
Notary Public.

Notary
Public
Seal.

::

#20,840. Q U E E N A N N E'S C O U N T Y, T O W I T:

Be it remembered that on the Eleventh day of October, in the year nineteen hun-

Filed March 28, 1973

LIBER 7 PAGE 430

LIBER 14 PAGE 474

CWC #14
Folio 474

No. 53691
Rec. 10836 RECEIVED FOR RECORD Apr 27 1965

THIS DEED, made this 6th day of April, in the year nineteen hundred sixty-five by EMILY WATKINS and LESTER WATKINS, her husband, of Camden County, State of New Jersey;

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 Emily Watkins and Lester Watkins, her husband, do hereby grant and convey unto HARRISON WASHINGTON COOPER and MARY ELIZABETH COOPER, his wife, of Queen Anne's County, in the State of 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, all of the following described real estate, to wit:

ALL that lot or parcel of land, situate, lying and being in the Seventh Election District of Queen Anne's County aforesaid, and described as follows, that is to say, Beginning for the same at a stone on Lodge Lane in the village of Ewingtown where it corners with the land formerly of William Johnson and wife and running thence North 1/2° West with the Johnson land 4.20 chains to a stone in a ditch, thence North 7° East with the lands formerly of Phil Grimes and Frank Coleman and wife, 4.12 chains to the middle of the public road leading from Ewingtown to the public road leading from McGinnis to I.B., thence North 89 1/2° East with said public road to the land formerly of Mrs. Henry H. Klinefelter, thence in a southerly direction with the Klinefelter lands to Lodge Lane aforesaid and thence in a westerly direction with the northern side of said Lodge Lane to the place of beginning, containing 9 acres of land, more or less.

SAVING and EXCEPTING therefrom the following parcels of land:

1. That parcel of land on the West end of this property and adjoining the public road from Ewingtown to the public road from McGinnes to I.B., containing 3 acres of land, more or less, which was conveyed by Ella Brown, widow, to Mary E. Lee by deed dated October 31, 1953, and recorded in Liber T.S.P. No. 13, folio 89.

2. That parcel of land on the West end of this property and adjoining and north of Lodge Lane and adjoining and South of the first excepted parcel above, containing 1.80 acres of land, more or less, which was conveyed by Ella Brown, widow, to George Newnam and wife by deed dated May 8, 1959, and recorded in Liber T.S.P. No. 15, folio 561.

BEING a part of the land which was conveyed to Isaiah T. Brown and Ella Brown as joint tenants, by deed dated December 30, 1905, from Elizabeth F. S. Jarrell and husband and recorded among the land records of Queen Anne's County in Liber J.E.G. No. 8, folio 580, (the said Isaiah T. Brown having departed this life on December 12, 1943, leaving the said Ella Brown surviving him), and also being all and the same land of which the said Ella Brown died seized and possessed and which she devised by Item III of her last will and testament, dated August 30, 1963, and recorded among the will records of Queen Anne's County in ECW No. 1, folio 590, unto her niece, Emily Watkins, one of the grantors herein.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any way appertaining.

TO HAVE and TO HOLD, the said lot and parcel of land and premises unto and to the use of the said Harrison Washington Cooper and Mary Elizabeth Cooper, 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 Emily Watkins and Lester Watkins, her husband, do hereby covenant that they have not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted and conveyed; that they will warrant specially the property hereby granted and conveyed; and that they will execute such further assurances of said land as may be requisite.

WITNESS the hands and seals of the said Grantors:

TEST (as to Grantors):

Franklin T. Walker

Emily Watkins (SEAL)
Emily Watkins

Lester Watkins (SEAL)
Lester Watkins

STATE OF NEW JERSEY)
) TO WIT:
CAMDEN, NEW JERSEY)

On this the 8th day of April, in the year nineteen hundred sixty-five, before me, the subscriber, a Notary Public of the State of New Jersey, in and for Camden County, personally appeared Emily Watkins and Lester Watkins, her husband, 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 Thereof I hereunto set my hand and official seal.

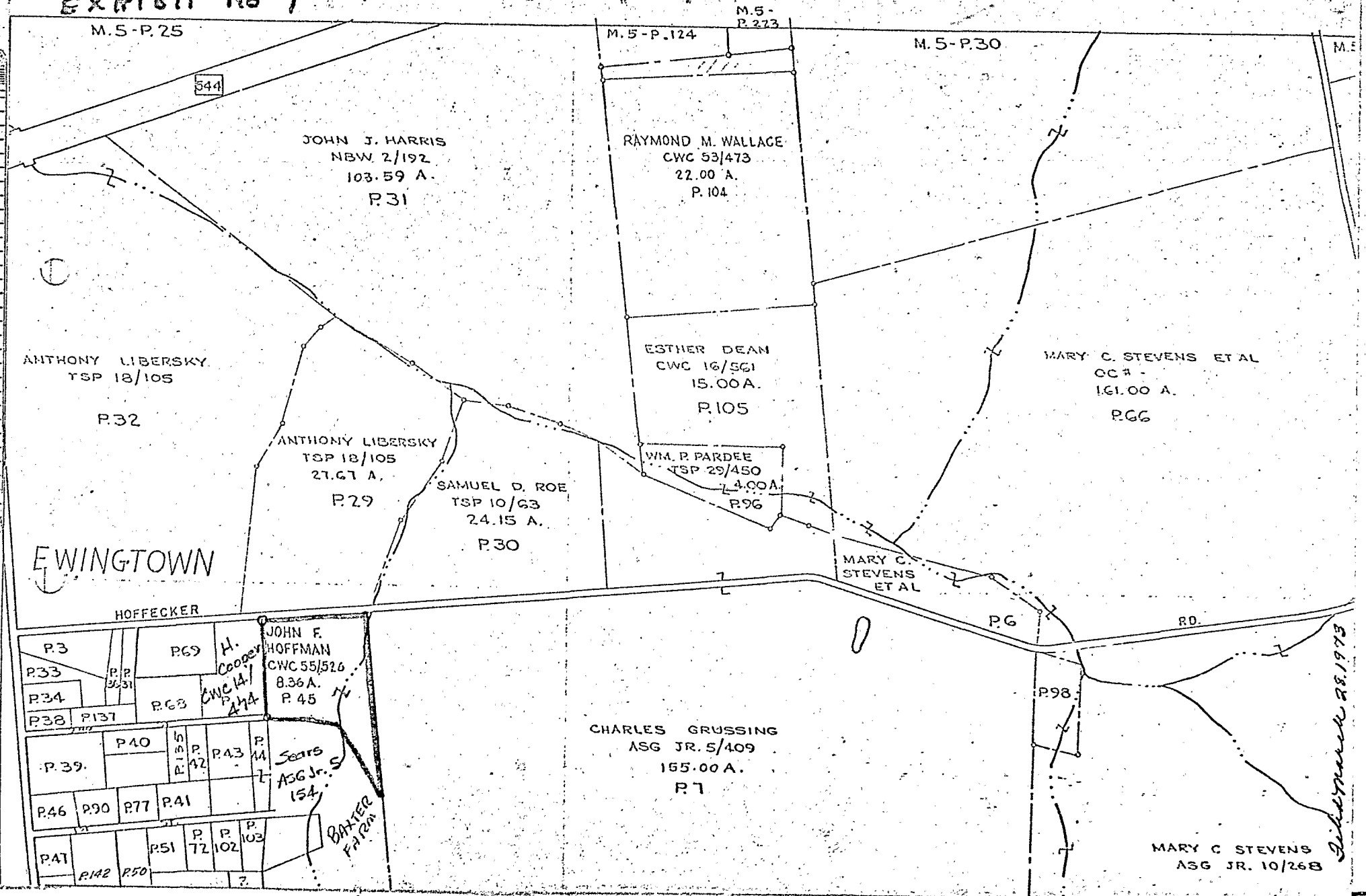
Franklin T. Walker
Notary Public
My commission expires: Jan. 24, 1966

LIBER 14 PAGE 475

Filed March 28, 1973

EXAMINER'S
EXHIBIT No 1

LIBER 7 PAGE 432



JOHN F. HOFFMAN
LILLY M. HOFFMAN, wife
Route 5, Box 10A
Annapolis, Maryland 21401

VS.

H. EARLE SMITH, STEPHANIE M. FORD SMITH, STEPHANIE M. FORD, EMILY H. FORD, EMILY FORD KLINEFELTER, CATHERINE FORD, BUD S. FORD, EMMA A. FORD, All of whose whereabouts are unknown and the children and descendants of children, known and unknown, of said persons, and all other persons, their heirs, executors, and personal administrators who could claim any interest in the real estate mentioned in these proceedings, or who claim to hold a lien or encumbrance on the real estate mentioned in these proceedings

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5394

* * * * * * * * * * * * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The subscriber, having been appointed as Special Examiner by this Honorable Court, was notified by the Plaintiff's solicitor of his desire to take testimony in this cause, did meet at the office of the said Vachel A. Downes, Jr., 115 Lawyers Row, Centreville, Maryland, on the 27th day of March, 1973, at 1:30 o'clock, p.m., for the purpose of taking testimony therein; the Defendants having heretofore waived notice of the taking of the same and having evidenced their intention not to be present at the taking of the same; and said Special Examiner does further certify that the examination was conducted in the presence of the said Special Examiner who did not find it necessary to examine or cross-examine any witness, not did your Examiner find any irregularities or unusual circumstances in the taking of the testimony or the conduct of the proceedings;

AND I did then and there proceed, after administering the oath to the witnesses and the stenographer to take the following testimony, to wit:

John T. Clark, III
Special Examiner

The first witness being sworn did depose and say:

Questions by Mr. Downes:

Q. State your name, residence and occupation.

A. Lee S. Gillis, Easton, Maryland, attorney at law

Q. In your professional capacity, have you examined title to real estate in Queen Anne's County, Maryland?

A. Yes. Most of my practice for 30 years has been in the real estate field, and I have examined several hundred titles in Queen Anne's County during that period. For the past several years, I have been spending about three days a week examining titles in the Courthouse in Centreville.

Q. Have you been asked by me to examine title to a parcel of land in the Seventh Election District of Queen Anne's County, Maryland, now owned by John F. Hoffman and Lilly M. Hoffman?

A. Yes.

Q. Please state your findings.

A. Record title to a tract of 8.360 acres is vested in John F. Hoffman and Lilly M. Hoffman, wife, as tenants by the entireties, by deed from Groton T. Hill and Hilda E. Hill, dated June 3, 1971, recorded in Liber C.W.C. No. 55 folio 526. I find no mortgage or other lien against these premises. The property is described by metes and bounds and the description is based on a certificate of survey and plat by J. B. Metcalfe, registered surveyor, dated February 27, 1969, recorded in Liber C.W.C. No. 41 folio 136. The plat and certificate of survey show that the property lies in the Seventh Election District, Queen Anne's County, near Ewingtown, a "black" community, is bounded on the north by a public road known as Ewingtown Public Road, on the east by the farm of Charles Grussing, on the south by the "Sudler Baxter Farm" of Henry Sears, and on the west by lots in Ewingtown. According to the tax assessment records, the lot to the west of the property examined is owned by Harrison Washington Cooper and wife, by deed from Emily Watkins, dated April 8, 1965,

recorded in Liber C.W.C. No. 14 folio 474.

Groton T. Hill and wife acquired the property by deed from Emma Reese, widow, by deed dated November 19, 1968, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 38 folio 444; and William Reese and Emma Reese, his wife, acquired the property as tenants by the entireties, by a deed from H. Earle Smith, widower, of Caroline County, dated April 28, 1951, recorded Liber T.S.P. No. 9 folio 248. Consequently, Reese and his wife owned the property from 1951 until 1968 and during that time exercised ownership and control of the property as evidenced by a grant from them to the County Commissioners of Queen Anne's County dated March 26, 1957, recorded in T.S.P. No. 36 folio 64, whereby they conveyed a easement to the county for the widening of the Ewingtown Road to 50 feet wide.

The deed from Smith to Reese mentioned above, describes the property as a parcel of woodland adjoining the Village of Ewingtown, containing 10 to 15 acres and the title reference states that it is part of the same property which Stephanie M. Ford Smith devised to her husband by Item 4 of her Last Will and Testament recorded in Liber C.V.W. No. 15 folio 197, a Will Record Book of Caroline County.

I next went to Caroline County to check the Estate of Stephanie M. Ford Smith and her will by Items 1, 2, and 3 makes cash bequests and by Item 4 leaves all the rest and residue to her husband, H. Earle Smith. The real inventory did not describe any property that I could definitely ascertain as being the parcel of woodland adjacent to Ewingtown.

From this point on, from a title examiner's point of view, the title becomes very murky. Along with Mr. William R. Nuttle, I checked out numerous clues in an attempt to ascertain just how the property examined came into the Ford family, but without success. The main reason for this is that the Ford family, as

such, owned a large number of parcels of land in the Seventh Election District with many of the titles stemming from the middle to late 1800's and in numerous instances the property was poorly described by general descriptions that gave no real clues as to where the property was located. Also, property came into the Ford family, for the most part before 1900, not only by deed but by inheritance, and in those instances since real inventories were not required in the administration of estates, you have real problems because no clue appears upon the Land Records.

Stephanie M. Ford Smith was the daughter of Emily H. Klinefelter and Emily H. Ford Klinefelter and her sister, Catherine Ford, were the children of Emma A. Ford (whose will was dated July 15, 1863), and Bud S. Ford. To really complicate the problem, Emma A. Ford, the wife of Bud S. Ford, was the only child of Charles Hendricks and he owned and purchased and traded in innumerable properties throughout the upper part of the county, the lands which he owned past to his daughter upon his death by inheritance. Mr. Nuttle and I checked the conveyances into Charles Hendricks until about 1834, but found none that we could absolutely ascertain as being the property we were examining. The same is true of conveyances in to Bud S. Ford that were checked back to 1863.

All of this work was done in conjunction with Mr. William Nuttle who was working with me on this project.

I think it appropriate to point out that both Mr. Charles Hendricks and Mr. Bud S. Ford acquired a number of properties at tax sale and some others by sheriff's sale and it is that the descriptions in these deeds are absolutely miserable and more confusing than helpful.

Q. Have you gone the property itself?

A. No.

Q. Have you checked the title or deeds to the adjacent properties?

A. No, but Mr. Nuttle was there and discussed his findings with him. Mr. Nuttle will testify to the fact that deeds to the adjacent properties contain old metes and bounds descriptions (old survey descriptions) that call to the "Ford" lands.

Q. After examination of the Land Records, what are your conclusions as to the validity of this title?

A. I feel that the title is good and marketable. There is a solid string of title from the deed from H. Earle Smith to William Reese and wife, dated April 28, 1951, for a period of 22 years. During this period of time record title owners have held under color of title and have exercised rights of ownership including the payment of taxes to the County. The old surveys to the adjacent property indicate that over 50 years ago the property was owned by the "Ford" family which certainly supports the deed of H. Earle Smith, widower of Stephanie Ford Smith, and I am simply convinced that there is an answer existing on the Land Records or in the Orphans' Court Records that we simply cannot find because of the number of conveyances and the poor descriptions found in the deeds to the Hendricks and Ford families. If all the properties had been described by metes and bounds it might have been possible to have platted them all out and determined which ones had been conveyed and by process of elimination, determine the source of the 8 acre tract we are attempting to search.

Q. Did your examination disclose any claim of any adverse interest in any person, firm or corporation whatsoever?

A. Absolutely none.

Q. Is there any action at law or equity other than this suit now pending to test the validity or to quiet title or to remove a cloud to these lands?

A. None.

Q. To your knowledge have William Reese and Emma Reese and their successors in title held record title to this property for approximately 22 years, or for a period of 20 years?

A. Yes.

The second witness being sworn, does depose and say:

Q. State your name, residence and occupation.

A. William R. Nuttle, Chestertown, Maryland, registered land surveyor.

Q. Are you familiar with the tract of land in the Seventh Election District, Queen Anne's County, Maryland, on Ewingtown Road containing 8.360 acres, more or less, now owned by John F. Hoffman and Lilly M. Hoffman?

A. Yes. Incidentally, Ewingtown Road is sometimes referred to as Hoffecker Road.

Q. Have you personally inspected the premises and been upon them?

A. Yes.

Q. Are you familiar with the survey of Mr. J. B. Metcalfe, made February 27, 1969, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 41 folio 136?

A. Yes.

Q. Do you believe that that survey is correct?

A. From my inspection of the premises and knowledge of the adjacent properties, it appears correct. Please understand that I have not actually surveyed the property.

Q. You have been present during the testimony given by Mr. Lee Gillis, attorney at law?

A. Yes.

Q. You have heard Mr. Gillis's testimony then?

A. Yes.

Q. Do you concur in the testimony given by Mr. Gillis?

A. Yes.

Q. You helped Mr. Gillis attempt to examine title to this property?

A. Yes. It was a very difficult chore. We had no trouble getting back to the deed of April 28, 1951, recorded in Liber T.S.P. No. 9 folio 248, from H. Earle Smith, widower, of Stephanie M. Ford Smith, to William Reese and Emma Reese. Prior to that time it

was a real jungle and we were unable to identify any of the descriptions in the deeds that we examined coming into the Ford family or the Hendricks family as being this property. Most of those descriptions were very general in nature and did not give you enough information to definitely ascertain the location of the properties. Also, our task was made exceeding difficult by the fact that both Charles Hendricks and Bud S. Ford had acquired innumerable properties in the upper of Queen Anne's County, mostly in the First and Seventh Election Districts, that some of those conveyances were for tax sale properties or sheriff's sale properties, and the descriptions of those properties were virtually non-existent and by the fact that after the death of Charles Hendricks and Bud S. Ford the property devolved upon their heirs by will or intestacy and the administrations at that time did not require real inventories.

Q. Did you check deeds to adjacent properties?

A. Yes.

Q. Describe your findings.

A. The lands presently owned by Mr. and Mrs. Hoffman are bounded on the south by the lands of Henry Sears and of the same lands conveyed by him as Parcel No. 1 in a deed from A. Sudler Baxter and wife, dated October 10, 1941, recorded among the Land Records of Queen Anne's County in Liber A.S.G., Jr. No. 5 folio 154. The description of Parcel No. 1 in that deed was based on a survey made by S. Chester Coursey, county surveyor, dated June 10, 1908. The interesting thing in that description is that the eighth course of that description ran North 5 degrees 30 minutes East, 12.4 perches to a stone to a corner of the lands of George Aker and the "Ford Lands". This deed thereby indicated that in 1908 at the time of the Coursey survey the Hoffman property was owned by the Ford family.

Q. Did you check any other adjacent property?

A. Yes. We checked the property conveyed by Emily Watkins and Lester Watkins to Harrison Washington Cooper and wife, by deed

dated April 8, 1965, recorded in Liber C.W.C. No. 14 folio 474. This contained a metes and bounds description which was obviously quite old, because it used chains as a unit of distance. The deed not disclose the name of the surveyor or the time of the survey, but my guess is that it is prior to the 1908 survey done by Coursey. The next to the last course in this description ran North 89-1/2 degrees East along the public road to the lands formerly of Mrs. Henry H. Klinefelter, thence in a southerly direction with the Klinefelter to Lodge Lane. Mrs. Henry H. Klinefelter was formerly known as Emily Ford. The Cooper lands lie to the west of the present lands of Mr. and Mrs. Hoffman, and a point of the public road referred to here would be the northwest corner of the Hoffman lands. The point referred to in the 1908 survey of S. Chester Coursey for the farm now of Mr. Sears refers to the southwest corner of the present Hoffman lands.

Q. It is, therefore, your conclusion that in 1908 or before that the present Hoffman lands were owned by the Ford family?

A. Yes, That would be the indication from these two descriptions. Mr. Coursey's work was generally quite accurate and he was ordinarily correct in designating the names of adjacent owners.

Q. Do you know whether the ownership from Reese through Hoffman for period of 20 years have been actual, visible, exclusive, continuous and hostile to the claim of others?

A. I can only give an opinion, but from what information I was able to determine from the records and from the people in the community, I would say that this would be a proper statement.

The third witness being sworn did depose and say:

Q. State your name, residence and occupation.

A. Anthony Libersky, residing in the Seventh Election District of Queen Anne's County on Hoffecker Road (also sometimes known as Ewingtown Road), and I am an attorney at law practicing in Chestertown.

Q. Are you familiar with the property of John Hoffman and wife acquired by them in 1971 containing 8.360 acres and located on Ewingtown Road or Hoffecker Road?

A. Yes. My home is directly across the road from that property.

Q. How long have you owned your property and lived on Hoffecker Road?

A. Since 1954.

Q. Have you known the Hoffman property since 1954?

A. Yes.

Q. During the period of your personal knowledge of this property has the ownership of William Reese and his wife, Groton Hill and his wife, and John Hoffman and his wife, been actual, visible, exclusive, continuous and hostile to the claim or right of others?

A. Yes.

Q. Do you know or have you ever heard of anyone else making an adverse claim of ownership to this property adverse to the interest of Reese and his wife, Hill and his wife, or Hoffman and his wife?

A. No. You know Mr. Downes this property a couple of years ago was the subject of a zoning hearing when one of the prior owners wanted to make a trailer park out of it. There were a good number of people there at the hearing and it eventually was declined by the Board of Appeals, but all the neighbors were there and none of them ever said or made any contention that Mr. Hill at that time did not own the property. I feel fairly certain that there is no interest in the property adverse to that of the present owner, or at least none have ever come to my attention and knowledge, and I pretty well know what is going on in the neighborhood.

Q. Are John F. Hoffman and his wife, Lilly M. Hoffman, now in actual possession of said premises?

A. Yes.

Mr. Examiner: I wish to offer in evidence a photocopy of a portion of the Queen Anne's County tax map as showing the Hoffman property and the adjacent lands, marking the same as Examiner's Exhibit No. 1, the deed from A. Sudler Baxter and wife to Henry Sears, dated October 10, 1941, recorded among the Land Records of Queen Anne's County in Liber A.S.G., Jr. No. 5 folio 154, marking the same as Examiner's Exhibit No. 2, and the deed from Emily Watkins and husband to Harrison Washington Cooper and wife, dated April 8, 1965, recorded in Liber C.W.C. No. 14 folio 474, marking the same as Examiner's Exhibit No. 3 (and the Examiner accepted the exhibits and numbered in the aforementioned order).

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

John T. Clark, III, Special Examiner

Judith C. Conley, Stenographer Paid

And the undersigned Special Examiner does further certify that said testimony was commenced at 1:30 o'clock, p.m., and concluded at 3:30 o'clock, p.m., on the same date, or a period of two hours.

John T. Clark, III
Special Examiner

Filed March 28, 1973

LAW OFFICES
VACHEL A. DOWNES, JR.
115 LAWYERS ROW
CENTREVILLE, MD. 21617

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John F. Hoffman, et. al.

vs.

H. Parke Smith, et. al.

In the Circuit Court
For
Queen Anne's County
In Equity
No. 5394

John T. Clark, III
Special Examiner

Filed March 28, 1973

NOTICE

JOHN F. HOFFMAN
LILLY M. HOFFMAN, wife
Route 5, Box 10A
Annapolis, Maryland 21401

VS.

H. EARLE SMITH,
STEPHANIE M. FORD SMITH
STEPHANIE M. FORD,
EMILY H. FORD,
EMILY FORD KLINEFELTER,
CATHERINE FORD,
BUD S. FORD
EMMA A. FORD,
all of whose whereabouts are unknown and The Children and Descendants of Children, Known and Unknown, Of Said Persons, and All Other Persons, Their Heirs, Executors, and Personal Administrators Who Could Claim Any Interest In The Real Estate Mentioned In These Proceedings, Or Who Claim To Hold A Lien Or Encumbrance On The Real Estate Mentioned In These Proceedings

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY
NO. 5394
++++

ORDER OF PUBLICATION

The object of this suit is to procure a decree making the Complainants the absolute owners, in fee simple, of the tract of land hereinafter described to the exclusion of all other persons or parties, with right of disposition, and for a permanent injunction against the Defendants, or any of them, to claim any interest in said lands.

The Bill of Complaint To Quiet Title recites:

1. That the Complainants received a deed for the property from Groton T. Hill, et. ux., dated June 3, 1971, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 55 folio 526.

2. That the property is described as follows:

ALL that lot, parcel or tract of land situate, lying and being near Ewington in the Seventh Election District of Queen Anne's County, State of Maryland, lying southerly and binding on the public road that runs easterly from the Ewingtown Public Road and is more particularly described as follows, that is to say:

BEGINNING at a stone set on the northerly line of a way or private road leading westerly from the southwesterly corner of the lands herein described and running (1) by and with the northerly line of the aforementioned way or road, North 78 degrees 22 minutes East, 19.30 feet to a concrete monument set at the northwesterly corner of the Henry Sears lands (The Sudler Baxter Farm), (2) thence by and with the line of the said Sears lands the two following courses and distances, South 82 degrees 01 minutes East, 367.90 feet to a concrete monument set on the bank of a branch, South 28 degrees 02 minutes East, 473.90 feet to a concrete

claims, demands, liens or encumbrance have been asserted against said land by any party not having or holding a deed to the same.

7. That the complainants have no adequate remedy at law nor otherwise than in equity, and no other action at law or in equity is now pending to test the validity or to quiet or to remove any cloud from the title, or to enforce any lien or encumbrance or assert claim thereto.

8. That the Complainants are in actual and exclusive possession, constructively or otherwise of said property.

IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County, In Equity, this 5th day of December, 1972, that the Complainants, by causing a copy of this Order to be inserted in some newspaper published in Queen Anne's County, once a week in each of four (4) successive weeks before the 3rd. day of January, 1973, shall give notice to the Defendants, address unknown, resident and non-resident, of the substance and object of this Bill of Complaint, and to appear in the Circuit Court for Queen Anne's County, on or before the 5th day of February, 1973, and file their Answer or other defense or other initial pleading in the Clerk's Office of said Court, at Centreville, Maryland, within 15 days thereafter; otherwise a decree proconfesso and-or final decree may be entered for the relief prayed by the Complainants.

CHARLES W. CECIL
Clerk of the Circuit Court
for Queen Anne's County
Filed Dec. 5, 1972
True Copy
Test: Charles W. Cecil, Clerk
4t-12-27

CWC No. 7

**PLEASE NOTE---THE REMAINING OF COLUMN 1 WILL CONTINUE ON PAGE 445.

monument set along a fence line of the Charles Grussing lands—NOTE: This monument is North 02 degrees 30 minutes West, 852.80 feet measured along a one strand wire fence from a stone set in a branch or stream. Also the old markings on trees of the Sears survey of 1946 survey were found. (3) thence by and with the aforementioned wire fence along the Charles Grussing division line, North 02 degrees 50 minutes West, 1,002. 50 feet to a point on the southerly line of the public road, NOTE: A concrete monument being set 3.80 feet from the end of the abovementioned line—(4) thence by and with the southerly line of the aforementioned public road (50 feet wide) South 88 degrees 24 minutes West 568.70 feet to a concrete monument set in the line of other lands, (5) thence by and with the line of other lands, South 01 degrees 25 minutes East, 520.60 feet to the point of beginning. Containing in all 8.360 acres, more or less.

3. That the chain of title is indistinct and cannot be traced with absolute certainty prior to a certain deed from H. Earl Smith to William Reese, et. ux., dated April 28, 1951, recorded among said Land Records in Liber T.S.P. No. 9 folio 248.

4. That H. Earl Smith inherited the property under the terms of the Last Will and Testament of his wife, Stephanie M. Ford Smith.

5. That deeds and descriptions for properties adjacent to the above described tract indicate ownership of said tract in said Stephanie M. Ford Smith, or her ancestors, from sometime prior to 1908.

6. That the complainants and their predeceasors in title have possessed said lands and paid taxes thereon for a period in excess of 20 years, without let or hinderance, and to their knowledge for said period no

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LIBER 7 PAGE 446

Queen Anne's

RECORD-OBSERVER

Centreville, Md., April 3 19 73

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Notice

in the case/estate of Equity # 5394

a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper published in Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 3rd day of January, 19 73, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 6th day of Dec 19 72, and the last insertion on the 27 day of Dec, 19 72

THE RECORD-OBSERVER CORPORATION

By Dorothy M. Morse

Filed April 3, 1973

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JOHN F. HOFFMAN, ET. AL.

VS.

H. EARLE SMITH, ET. AL.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5394

* * * * * * * * * * * * * * * * * * *

DECREE

The above cause standing ready for hearing and being submitted without argument, the Bill of Complaint, Decree Pro Confesso, testimony and all other proceedings having been read and considered; It is thereupon this 10th day of April, 1973, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of said Court, ADJUDGED, ORDERED and DECREED that John F. Hoffman and Lilly M. Hoffman, their heirs and assigns, have absolute ownership and the perfect right to the disposition of the real estate situate in Queen Anne's County mentioned in these proceedings, in the Bill of Complaint as against H. Earle Smith, Stephanie M. Ford Smith, Stephanie M Ford, Emily H. Ford, Emily Ford Klinefleter, Catherine Ford, Bud S. Ford and Emma A. Ford, and the children and the descendants of children, known and unknown, of said persons, and all other persons, their heirs, executors and personal representatives who could claim any interest in the real estate mentioned in these proceedings or who claim to hold a lien or encumbrance on the real estate mentioned in these proceedings in the Bill of Complaint; and that H. Earle Smith, Stephanie M. Ford Smith, Stephanie M. Ford, Emily H. Ford, Emily Ford Klinefelter, Catherine Ford, Bud S. Ford and Emma A. Ford, and all other persons, their heirs, executors, administrators and personal representatives who can claim any interest or lien in the real estate described in these proceedings in the Bill of Complaint are hereby enjoined and restrained from asserting any claim to the aforesaid real estate by any action at law, equity or otherwise.

That the real estate mentioned in these proceedings and the Bill of Complaint are described as follows, to wit:

ALL that lot, parcel or tract of land situate, lying and being near Ewingtown in the Seventh Election District of Queen Anne's County, State of Maryland, lying southerly and binding on the public road that runs easterly from the Ewingtown Public Road and is more particularly described as follows, that is to say:

BEGINNING at a stone set on the northerly line of a way or private road leading westerly from the southwesterly corner of the lands herein described and running (1) by and with the northerly line of the aforementioned way or road, North 78 degrees 22 minutes East, 19.30 feet to a concrete monument set at the northwesterly corner of the Henry Sears lands (The Sudler Baxter Farm),

(2) thence by and with the line of the said Sears lands, the two following courses and distances, South 82 degrees 01 minutes East 367.90 feet to a concrete monument set on the bank of a branch, South 28 degrees 02 minutes East 473.90 feet to a concrete monument set along a fence line of the Charles Grussing lands - NOTE: This monument is North 02 degrees 30 minutes West 852.80 feet measured along a one strand wire fence from a stone set in a branch or stream. Also the old markings on trees of the Sears survey of 1946 survey were found. (3) thence by and with the aforementioned wire fence along the Charles Grussing division line North 02 degrees 50 minutes West, 1,002.50 feet to a point on the southerly line of the public road - NOTE: A concrete monument being set 3.80 feet from the end of the abovementioned line - (4) thence by and with the southerly line of the aforementioned public road (50 feet wide) South 88 degrees 24 minutes West, 568.70 feet to a concrete monument set in the line of other lands, (5) thence by and with the line of other lands, South 01 degrees 25 minutes East, 520.60 feet to the point of beginning. Containing in all 8.360 acres, more or less.

And that the said John F. Hoffman and Lilly M. Hoffman are the absolute owners of the above described lands, in fee simple title, that is good, positive and indefeasible by the Defendants to this suit and the children and descendants of the children known and unknown of said persons.

James A. Gray
JUDGE

Filed April 10, 1973

Q U E E N A N N E ' S C O U N T Y, T O W I T:-Be it remembered that on this Seventeenth Day of November, in the year nineteen hundred and seventy-two, the following Order To Docket Suit Foreclosing Deed of Trust was brought to be recorded:---

LLOYD O. WHITEHEAD and DONALD C. DAVIS, Substitute Trustees.	*	No. 5387 Chancery
	*	In the Circuit Court
-vs-	*	For Queen Anne's County
WILBERT JACOBS	*	State of Maryland
	*	
	*	

****

ORDER TO DOCKET SUIT FORECLOSING DEED OF TRUST

Mr. Clerk:

Please docket the above entitled case and file herewith the Deed of Trust and Affidavit of Indebtedness, said Deed of Trust being dated September 7, 1971 from WILBERT JACOBS and recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber No. 59, Folio 11; Lloyd O. Whitehead and Donald C. Davis having been appointed Substitute Trustees in accordance with the provisions of said Deed of Trust.

LLOYD O. WHITEHEAD, Substitute Trustee

DONALD C. DAVIS, Substitute Trustee

212 East Main Street
Salisbury, Maryland 21801
Telephone: (301) 749-2211

Filed Nov. 17, 1972

LAW OFFICES, PERDUE, OWRUTSKY & WHITEHEAD, PROFESSIONAL ASSOCIATION

LLOYD O. WHITEHEAD and DONALD C. DAVIS, Substitute Trustees	*	No. 5357 Chancery
	*	In the Circuit Court
-vs-	*	For Queen Anne's County
WILBERT JACOBS	*	State of Maryland
	*	Re 48489
	*	

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AFFIDAVIT OF INDEBTEDNESS

STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 15th day of November, 1972, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared LLOYD O. WHITEHEAD and DONALD C. DAVIS, Substitute Trustees, who made oath in due form of law as follows:

1. That they have been appointed Substitute Trustees for Jim Walter Corporation, in accordance with the provisions of a Deed of Trust from Wilbert Jacobs, dated Sept. 7, 1971 and recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber No. 59, Folio 11; and on behalf of the Mortgagee, being authorized so to do, made oath in due form of law that the sum of $3,815.88 is now due and owing.

2. That the said Defendants are not members of the Armed Forces of the United States of America or any of its allies or entitled to the benefits therein in accordance with the Soldiers' and Sailors' Relief Act and amendments thereon and have not been discharged therefrom within a period of thirty (30) days.

3. That the last known Post Office Address of the Defendant is Queen Anne, Maryland, 21657.

Lloyd O. Whitehead, Substitute Trustee, Affiant

Donald C. Davis, Substitute Trustee, Affiant

AS WITNESS my hand and Notarial Seal.

Bernadett M. Hudson
Notary Public

My Commission Expires: July 1, 1974

Filed Nov. 17, 1972

BERNADETT M. HUDSON NOTARY PUBLIC WICOMICO CO. MD.

LAW OFFICES, PERDUE, OWRUTSKY & WHITEHEAD, PROFESSIONAL ASSOCIATION

Edgar D. Trice

257700

MID STATE ~~Jim Walter~~ Homes, Inc. — Deed of Trust — Maryland

THIS DEED made this 7th day of September, 1971, by and between Wilbert Jacobs

and

his wife, parties of the first part and J. H. Kelly

and J. L. Moore, Trustees, parties of the second part:

WHEREAS, the parties of the first part are justly indebted unto ~~Jim Walter~~ Mid State Homes, Inc. in the full and just sum of FIVE THOUSAND NINE HUNDRED FORTY AND NO/100 (5,940.00)

for which said sum the said parties of the first part have made, executed and delivered their promissory note of even date herewith payable to the order of ~~Jim Walter~~ Mid State Homes, Inc., Tampa, Florida, on or before October 5/81 (10) years after date in equal monthly instalments of FORTY NINE AND 50/100 (49.50)

each, beginning on November 5, 1971, with interest from maturity at the rate of Six Percent (6%) per annum. Said note is payable at P. O. Box No. 9128, Tampa, Florida, or at such other place as the said Jim Walter Homes, Inc., its successors or assigns, may designate in writing from time to time. Said note provides that in the event of the default in payment of any instalment for a period of Thirty (30) days or in the event of breach of any covenant in this Deed of Trust the holder of the note may at its option declare all the remainder of said debt due and collectible.

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

NOW THEREFORE, THIS INDENTURE WITNESSETH, that the parties of the first part, in consideration of the premises, and of One Dollar ($1.00), lawful money of the United States of America, to them in hand paid by the parties of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowldged, have granted and conveyed, and do hereby grant and convey unto the parties of the second part in fee simple, the following described land and premises, situate in the County of Queen Anne's, State of Maryland, more particularly described as follows: ALL that lot or parcel of land situate lying and being in the Third Election District of Queen Anne's County, State of Maryland, located on the northwest side of the road leading from Willoughby to Hall's Cross Roads or Starr, and more particularly described as follows: BEGINNING at a stone on the west side of the aforesaid County Road at the line of the Hall or Keating land; thence with line of same, N 33° 15 min. W, 197.00' to a marked gum tree at the line of the Earl L. Cummings land; thence running with line of same N 19° 30 min. E 127' to a stake at the southwest corner of the Chantler Potts lot; thence running with the line of same S 82° 15 min. E, 104' to a stake at line of aforesaid County Road; thence running with line of same S 8° 00 min. W, 273' to a stake at the place of beginning, containing a calculated area of 25,623 square feet of land, more or less.

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

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

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

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

AND UPON THIS FURTHER TRUST, upon any default or failure being made in the payment of said note or of any instalment of principal or interest thereon, when and as the same shall become due and payable, or upon default being made in the payment, after demand therefor, of any money advanced as herein provided for, or of any proper cost, charge, commission, or expense in and about the same, then and at any time thereafter the said parties of the second part or the survivor or any trustee or trustees substituted as hereinafter provided, acting in the execution of this trust shall have the

Form JW 249

LIBER 59 PAGE 11

Filed June 28, 1972 . Filed Nov. 17, 1972

LIBER 7 PAGE 451

power and it shall be their duty thereafter to sell, and in case of any default of any purchaser to resell the said described land and premises at public auction, upon such terms and conditions, in such parcels, at such time and place, and after such previous public advertisement as the parties of the second part or the trustee or trustees substituted as hereinafter provided acting in the execution of this trust shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to, and at the cost, of the purchaser, or purchasers thereof, who shall not be required to see to the application of the purchase money; and of the proceeds of said sale or sales: FIRSTLY, to pay all proper costs, charges, and expenses, including all fees and costs herein provided for, and all moneys advanced for taxes, insurance, and assessments, with interest thereon as provided herein, and all taxes, general and special, due upon said land and premises at time of sale, and to retain as compensation a commission on the amount of said sale or sales equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; SECONDLY, to pay whatever may then remain unpaid, of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; and, LASTLY, to pay the remainder of said proceeds, if any there be, to said parties of the first part, their heirs and assigns, upon the delivery and surrender to the purchaser, his, her or their heirs or assigns, of possession, of the premises so as aforesaid sold and conveyed, less the expense, if any, of obtaining possession.

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

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

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

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

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

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

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

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

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

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

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

The holder of the indebtedness secured by this deed of trust shall be entitled to remove, substitute or add a trustee or trustees, at its option, with or without cause or notice, by instrument duly executed, acknowledged and recorded among the Land Records of the County in which the aforesaid premises, or a part thereof, is situated, and said trustee or trustees so substituted shall have all powers, rights and duties as trustees so superseded, and the parties hereto, for themselves, their heirs or assigns do hereby consent to such removal, substitution or addition either by the instrument described herein or by any decree or order of any court having jurisdiction.

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

WITNESS:

R. E. Harmon ..... Wilbert Jacobs .....(SEAL)

.....(SEAL)

STATE OF MARYLAND
COUNTY OF

I HEREBY CERTIFY, that on this 7th day of September, 1971, before me, a Notary Public of the State of Maryland the undersigned officer, personally appeared Wilbert Jacobs and ..... his wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

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

Mattie L. Mills
NOTARY PUBLIC

My Commission Expires July 1, 1974

HOME OFFICE USE ONLY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY, that on this 14th day of September, 1971, before me, a notary public of the State of Florida, at Large, the undersigned officer, personally appeared J. H. Kelly Vice President of JIM ~~WALTER~~ MID STATE HOMES, INC., the party secured by the Deed of Trust, and made oath in due form of law, that the consideration in said Deed of Trust is true and bona fide as therein set forth.

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

Wanda C. Duncan
Notary Public State of Florida at Large

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APRIL 21, 1973
~~BONDED THRU FRED W. DIESTELHORST~~

My Commission Expires

LIBER 7 PAGE 453

Cly-5387

LIBER 7 PAGE 454

MORTGAGEE OR ATTORNEYS' BOND

4 RECEIVED FOR REC... DECEMBER 14, 1962 No.....

Know all Men by these Presents:

THAT WE LLOYD O. WHITEHEAD and DONALD C. DAVIS, Substitute Trustees

of 212 East Main Street, Salisbury, Maryland 21801.

and the AETNA INSURANCE COMPANY, *a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of* THREE THOUSAND NINE HUNDRED *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 14th *day of* December *in the year of our Lord nineteen hundred and* seventy-two

WHEREAS, the above bounden Lloyd O. Whitehead and Donald C. Davis, Substitute Trustees *by virtue of a power contained in* ~~mortgage~~ Deed of Trust *from* Wilbert Jacobs

to IIM WALTER CORPORATION

dated September 7, 1971 *and recorded in Liber*

No. 59 *folio* 11 *etc., one of the Land Record Books of* Queen Anne's County, Maryland *is authorized and empowered to sell the property described in said* ~~mortgage~~ Deed of Trust *in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* substitute trustees *is about to execute the power vested in him in said* ~~mortgage~~ Deed of Trust;

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

Signed, sealed and delivered in the presence of

[signature] [SEAL]
LLOYD O. WHITEHEAD

[signature] [SEAL]
DONALD C. DAVIS
AETNA INSURANCE COMPANY

[signature]
AS TO BOTH

By [signature]
Attorney-in-Fact

ATTEST:

[signature]

Certified copy of power of attorney attached

Surety approved & Bond filed Dec 14 1972 - 1 PM

Charles H. Cecil, Clerk

LIBER 1 PAGE 483

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber CWC. No. 1 folio 483, a Bond Record Book for Queen Anne's County.

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 14th day of December, Nineteen Hundred and Seventy-two, at 1:00 P.M.

Charles W. Cecil
Clerk of the Circuit Court for
Queen Anne's County.

Filed: Dec 14, 1972

PLEASE FURNISH SERVICE(S) INDICATED BY CHECKED BLOCK(S). REQUIRED FEE(S) PAID.

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

RECEIPT

Received the numbered article described below.

REGISTERED NO.

CERTIFIED NO. 722630

INSURED NO.

DATE DELIVERED 7-19-72

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

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

SHOW WHERE DELIVERED (*only if requested*)

635-10-71548-11 247-198 GPO

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LIBER 7 PAGE 456

LLOYD O. WHITEHEAD and DONALD C. DAVIS, Substitute Trustees	*	No. 5387 Chancery
	*	In the Circuit Court
-vs-	*	For Queen Anne's County
WILBERT JACOBS	*	State of Maryland

****

AFFIDAVIT OF COMPLIANCE - RULE W.2(b)

STATE OF MARYLAND, COUNTY OF WICOMICO, TO WIT:

WE, Lloyd O. Whitehead and Donald C. Davis, Substitute Trustees, make oath that we mailed to the Mortgagor, Wilbert Jacobs at the Mortgagors last known address at Queen Anne, Maryland by Registered Mail, Return Receipt Requested, the attached notice of the time, place and terms of sale on December 4, 1972. Also attached is Return Receipt showing the said Mortgagor duly received the same.

Lloyd O. Whitehead
LLOYD O. WHITEHEAD, Substitute Trustee

Donald C. Davis
DONALD C. DAVIS, Substitute Trustee

STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 14th day of December, 1972, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared LLOYD O. WHITEHEAD and DONALD C. DAVIS, Substitute Trustees, and made oath in due form of law that the matters and things set forth in the aforegoing Affidavit are true and correct to the best of their knowledge, information and belief.

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

VERNADETT M. HUDSON NOTARY PUBLIC WICOMICO CO. MD.

Vernadett M. Hudson
NOTARY PUBLIC

My Commission Expires: July 1, 1974

Filed Dec. 14, 1972

LAW OFFICES, PERDUE, OWRUTSKY & WHITEHEAD, PROFESSIONAL ASSOCIATION

LAW OFFICES
PERDUE, OWRUTSKY & WHITEHEAD
PROFESSIONAL ASSOCIATION

HERMAN E. PERDUE
MORTON J. OWRUTSKY
LLOYD O. WHITEHEAD
RONALD G. RAYNE
DONALD C. DAVIS

212 EAST MAIN STREET
SALISBURY, MARYLAND 21801
749-2211

EASTON OFFICE
16 SOUTH WASHINGTON STREET
EASTON, MARYLAND 21601
(301) 822-1988

OCEAN CITY OFFICE
PHILADELPHIA AVE. AT 40TH ST.
OCEAN CITY, MD. 21842
(301) 289-8408

December 4, 1972

Mr. Wilbert Jacobs
Queen Anne,
Maryland 21657

Dear Mr. Jacobs:

This letter will advise you that the Deed of Trust executed by you to Jim Walter Corporation of September 7, 1971 and recorded among the Land Records of Queen Anne's County, Maryland in Liber No. 59, folio 11, is in default and has been filed for foreclosure in the Circuit Court for Queen Anne's County, Centreville, Maryland. The advertisement for the sale will appear in the Queen Anne Record beginning November 22, 1972. Your property will be sold at the Front Door of the Court House at Centreville, Maryland on Thursday, December 14, 1972 at or about 1:00 o'clock P.M. The Terms of Sale will be $ 1,000.00 cash at the time and place of the sale and the balance of the purchase price to be secured to the satisfaction of the Substitute Trustees appointed by Jim Walter Corporation and will be payable upon final ratification of sale by the Circuit Court of Queen Anne's County, Centreville, Maryland.

You may redeem your property from foreclosure by paying to the undersigned all costs of foreclosure, all delinquencies due under said Deed of Trust, and any other costs justly chargable under the Deed of Trust. Payment must be in full for all of the said delinquencies and costs and must be in cash, certified check, cashiers check or money order paid at my office anytime up until the time of sale. The total amount necessary to redeem the property can be obtained by you if you contact the undersigned.

If there are any questions in regard to this matter, please do not hesitate to contact me.

Yours truly,

LLOYD O. WHITEHEAD

LOW:vmh
File No.: 15572

LIBER 7 PAGE 458

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LLOYD O. WHITEHEAD and DONALD C. DAVIS, Substitute Trustees	*	No. 5387 Chancery
	*	In the Circuit Court
-vs-	*	For Queen Anne's County
WILBERT JACOBS	*	State of Maryland
	*	
	*	

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REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Lloyd O. Whitehead and Donald C. Davis, Substitute Trustees, pursuant to the power of sale contained in the Deed of Trust dated September 7, 1971, from Wilbert Jacobs and recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber 59 Folio 11 : respectfully shows:

That after default had been made in the terms, covenants and conditions of the said Deed of Trust, and having given at least twenty (20) days notice by advertisement published once a week in each of four (4) successive weeks in the Queen Anne Record, a newspaper published in Centreville, Maryland, prior to Thursday, December 14th, 1972, and after giving bond with the securities approved by the Clerk of this Court, said Trustees did, on Thursday, December 14th, 1972, at 1:00 o'clock p.m. attend at the front door of the Court House in Centreville, Maryland, it being the time and place mentioned in said advertisement, as will more fully appear by reference to the attached copy thereof with certificate of its publication, and said Trustees did then and there offer for sale at public auction, subject to all prior liens and encumbrances, all the right, title and interest of the said Wilbert Jacobs said property being more particularly described as follows:

LAW OFFICES, PERDUE, OWRUTSKY & WHITEHEAD, PROFESSIONAL ASSOCIATION

ALL that lot or parcel of land situate lying and being in the Third Election District of Queen Anne's County, State of Maryland, located on the northwest side of the road leading from Willoughby to Hall's Cross Roads or Starr, and more particularly described as follows: BEGINNING at a stone on the west side of the aforesaid County Road at the line of the Hall or Keating land; thence with line of same, N 33 ° 15 min. W, 197.00' to a marked gum tree at the line of the Earl L. Cummings land; thence running with line of same N 19° 30 min. E 127' to a stake at the southwest corner of the Chantler Potts lot; thence running with the line of same S 82° 15 min. E, 104' to a stake at line of aforesaid County Road; thence running with line of same S 8° 00 min. W, 273' to a stake at the place of beginning, containing a calculated area of 25,623 square feet of land, more or less.

AND your Trustees sold the aforedescribed property to **Jim Walter Corporation, a body corporate of the State of Florida,**

at and for the sum of $ 3000.00 at that sum, being the highest bidder therefor,

and the said purchaser or purchasers have complied with the terms of the sale.

Respectfully submitted,

Lloyd O. Whitehead, Substitute Trustee

Donald C. Davis, Substitute Trustee

STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 14th day of December, 1972, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared LLOYD O. WHITEHEAD and DONALD C. DAVIS, Substitute Trustees named in the aforegoing Report of Sale, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true and correct to the best of their knowledge, information and belief and that the sale therein reported was fairly made.

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

VERNADETT M. HUDSON NOTARY PUBLIC WICOMICO CO. MD.

NOTARY PUBLIC

My Commission Expires: July 1, 1974

Filed Dec. 14. 1972

LIBER 7 PAGE 459

LAW OFFICES, PERDUE, OWRUTSKY & WHITEHEAD, PROFESSIONAL ASSOCIATION

LIBER 7 PAGE 460

LLOYD O. WHITEHEAD and DONALD C. DAVIS, Substitute Trustees	*	No. 5387 Chancery
	*	In the Circuit Court
-vs-	*	For Queen Anne's County
WILBERT JACOBS	*	State of Maryland
	*	

****

PURCHASER'S AFFIDAVIT

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

I HEREBY CERTIFY, that on this 14th day of December, 1972 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Lloyd O. Whitehead, the purchaser of the real estate described in the above proceedings, and he did make oath in due form of law:

1. That in making said purchase, he was acting as agent for Jim Walter Corporation, a body corporate of the State of Florida.

2. That there are no other parties than Jim Walter Corporation interested in the purchase of the said real estate as principals.

3. That he, as agent for Jim Walter Corporation, did not directly or indirectly discourage anyone from bidding for said property.

Lloyd O. Whitehead
Affiant

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

VERNADETT M. HUDSON NOTARY PUBLIC WICOMICO CO. MD.

Vernadett M. Hudson
NOTARY PUBLIC

My Commission Expires: July 1, 1974

Filed Dec. 14, 1972

LAW OFFICES, PERDUE, OWRUTSKY & WHITEHEAD, PROFESSIONAL ASSOCIATION

8/

ORDER NISI ON SALE

Lloyd O. Whitehead and Donald C. Davis, Substitute Trustees vs. Wilbert Jacobs	In the Circuit Court for Queen Anne's County In Equity Cause No. 5387

ORDERED, this 14th. day of December, 19 72, that the sale of the real property, made and reported in this cause by Lloyd O. Whitehead and Donald C. Davis, Substitute Trustees, be ratified and confirmed, on or after the 15th. day of January, 19 73, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 8th. day of January, 19 73.

The report states the amount of sales to be $ 3000.00.

Charles W. Cecil Clerk

Filed Dec. 14, 1972

L'BER 7 PAGE 462

LLOYD O. WHITEHEAD and DONALD C. DAVIS, Substitute Trustees	*	No. 5387 Chancery
	*	In the Circuit Court
-vs-	*	For Queen Anne County
Wilbert Jacobs	*	State of Maryland

Queen Anne's

RECORD-OBSERVER

Centreville, Md., Feb. 5 19 73

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Trustee's Sale

in the case/estate of Wilbert Jacobs

a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper published in Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 14th day of Dec, 19 72, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 22nd day of Nov. 19 72, and the last insertion on the 13th day of Dec, 19 72

THE RECORD-OBSERVER CORPORATION

By Dorothy M. Morrow

Filed Feb 7, 1973

Filed Feb 7, 1973

TRUSTEES' SALE OF

VALUABLE HOME AND LOT in the Third Election District of Queen Anne's County, Maryland, known as the Wilbert Jacobs property.

By virtue of the Power of Sale and authority contained in a Deed of Trust executed by Wilbert Jacobs, dated September 7, 1971, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber 59, Folio 11, default having occurred thereunder, the undersigned Substitute Trustee will sell at Public Auction —

AT THE FRONT DOOR OF THE COURTHOUSE AT Centreville, Maryland on

THURSDAY, DECEMBER 14, 1972

at 1:00 o'clock P.M.,

all the following property:

ALL that lot or parcel of land situate lying and being in the Third Election District of Queen Anne's County, State of Maryland, located on the northwest side of the road leading from Willoughby to Hall's Cross Roads or Starr, and more particularly described as follows: BEGINNING at a stone on the west side of the aforesaid County Road at the line of the Hall or Keating land; thence with line of same, N 33 degrees 15 min. W, 197.00' to a marked gum tree at the line of the Earl L. Cummings land; thence running with line of same N 19 degrees 30 min. E 127' to a stake at the southwest corner of the Chantler Potts lot; thence running with the line of same S 82 degrees 15 min. E, 104' to a stake at line of aforesaid County Road; thence running with line of same S 8 degrees 00 min. W, 273' to a stake at the place of beginning, containing a calculated area of 25,623 square feet of land, more or less.

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

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

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

LLOYD O. WHITEHEAD and DONALD C. DAVIS,
Substitute Trustees
212 East Main Street
Salisbury, Maryland 21801
Telephone: 749-2211

4t-12-13

Filed Feb 7, 1973

LIBER 7 PAGE 464

LLOYD O. WHITEHEAD and DONALD C. DAVIS, Substitute Trustees	*	No. 5387 Chancery
	*	In the Circuit Court
-vs-	*	For Queen Anne County
Wilbert Jacobs	*	State of Maryland
	*	

****

ORDER NISI ON SALE
Lloyd O. Whitehead and Donald C. Davis, Substitute Trustees

vs.

Wilbert Jacobs
In the Circuit Court for Queen Anne's County In Equity
— Cause No. 5387 —

ORDERED, this 14th. day of December, 1972, that the sale of the real property, made and reported in this cause by Lloyd O. Whitehead and Donald C. Davis, Substitute Trustees, be ratified and confirmed, on or after the 15th. day of January, 1973, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 8th. day of January, 1973.

The report states the amount of sales to be $3,000.00.

CHARLES W. CECIL, Clerk
Filed: Dec. 14, 1972
True Copy
Test: Charles W. Cecil, Clerk
3t-1-3

Queen Anne's
RECORD-OBSERVER

Centreville, Md., Feb 5 19 73

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Order Nisi on sale

in the case/estate of Wilbert Jacobs

a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper published in Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 8th day of Feb., 19 73, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 20th day of Dec 19 72, and the last insertion on the 3rd day of Jan., 19 73

THE RECORD-OBSERVER CORPORATION

By Dorothy M. Morrow

Filed Feb 7, 1973

Filed Feb 7, 1973

LAW OFFICES, PERDUE, OWRUTSKY &

FINAL ORDER OF RATIFICATION

ORDERED by the Circuit Court for Queen Anne's County, State of Maryland, this 15th day of February 19 73, that the sale made and reported by the Substitute Trustees, aforesaid, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in this cause; that said Substitute Trustees are allowed a fee of $200.00 in lieu of commission.

B Herbert Turner Jr.
JUDGE

Filed Feb 15, 1973

LLOYD O. WHITEHEAD and DONALD C. DAVIS, Substitute Trustees	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
vs	Chancery
WILBERT JACOBS	NO. 5387

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 Lloyd O. Whitehead and Donald C. Davis, Substitute Trustees, wherein is appears that the proceeds of sale are insufficient to pay the expenses of sale and the Deed of Trust debt. The Deed of Trust deficiency appears to be in the sum of $1,322.54.

2. That in the within account Lloyd O. Whitehead and Donald C. Davis, Substitute Trustees and vendors, are charged with the proceeds of sale made by them, and they are allowed thereafter a sum for fees and commissions, several court costs, the premium on the corporate surety bond filed in this cause, the several advertising costs, the vendor's share of 167 days of State and County taxes, the auctioneer's fee for crying said sale, the fees for the Notary Public, U.S. Post Office fees, the fee and expenses of your auditor, fees for toll calls and mileage, and the balance was credited toward the mortgage indebtedness.

Respectfully submitted,

J. Thomas Clark
Auditor

April 19, 1973

Cause No. 5387

The proceeds of the sale of land reported in this cause, in account with Lloyd O. Whitehead and Donald C. Davis, Substitute Trustees, of the mortgage foreclosed in these proceedings (and vendors of said land)

Cr.

1973
Feb. 15 By gross proceeds of the sale of said land, per report of said vendor, to wit:----------$3,000.00

Dr.

To Lloyd O. Whitehead and Donald C. Davis, Substitute Trustees (and vendors), per Final Order of Ratification, dated February 15, 1973, allowed in lieu of fee, the sum of		$200.00
To do., Charles W. Cecil, Clerk, for amounts paid, per statements exhibited:		
1. Advanced Court costs-------$15.00		
2. Clerk's Costs---------- 22.00		
3. Appearance fee to Lloyd O. Whitehead, Attorney's fee10.00		47.00
To do., Gray Insurance Agency, Inc., for the insurance bond----------		16.00
To do., Record-Observer, for:		
1. Advertising of Sale	$93.75	
2. Order Nisi passed	14.00	107.75
To do., Oscar A. Schulz, Treas. of Queen Anne's County, for 167 days at 23¢ per day		38.41
To do., O.J. Brittingham, Auctioneer for crying sale		25.00
To do., Vernadett M. Hudson, Notary Public, for fees		3.50
To do., Perdue, Owrutsky & Whitehead, Professional Association Reimbursements:		
1. Registered Mail	$ 2.00	
2. Toll Calls	2.00	
3. Mileage	15.00	19.00

April 19, 1973

J Thomas Clark
Auditor

To do., J. Thomas Clark, Auditor, as follows:
1. His fee for stating audit----------$45.00
2. His expenses involved in stating audit and notifying parties ---------- 5.00 $50.00

To Mid State Homes, Inc., the balance $2493.34
$3000.00 $3000.00

To
April 19, 1973

J Thomas Clark
Auditor

Filed April 19, 1973

Feb. 7, 1973

Perdue, Owrutsky & Whitehead
Professional Association
212 East Main St.
Salisbury, Md. 21801

Re: Lloyd O. Whitehead et al Sub Trs.
vs.
Wilbert Jacobs
Chy. No. 5387

Dear Sir:

Enclosed please find receipt for $32.00 for outstanding costs in above entitled case.

I filed the publications that you sent.

Let me know if you want the Final Order of Ratification presented to the Court to be signed.

Yours very truly,

Clerk

C/s
Enc;

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LLOYD O. WHITEHEAD and DONALD C. DAVIS Substitute Trustees	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
vs	IN CHANCERY
WILBERT JACOBS	NO. 5387

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Undersigned Court Auditor hereby certifies that on April 19, 1973, 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:

Lloyd O. Whitehead and
Donald C. Davis
Perdue, Owrutsky & Whitehead
Professional Association
212 East Main Street
Salisbury, Maryland 21801

Mid State Homes, Inc.
c/o Lloyd O. Whitehead
Perdue, Owrutsky & Whitehead
Professional Association
212 East Main Street
Salisbury, Maryland 21801

Wilbert Jacobs
Queen Anne, Maryland 21658

Pursuant to Rule 12d, Rules of the Second Judicial Circuit of Maryland, a copy of the audit duly certified by the undersigned, was mailed to each of the above named persons at the above stated addresses, and pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on April 19, 1973, with the Clerk of the Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before May 3, 1973, and that is no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on May 4, 1973.

J. Thomas Clark
J. Thomas Clark
Auditor

Filed April 19, 1973

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LIBER 7 PAGE 470

NISI RATIFICATION OF AUDIT

LLOYD O. WHITEHEAD and DONALD C. DAVIS, Substitute Trustees vs. WILBERT JACOBS	In the Circuit Court for Queen Anne's County In Equity Cause No. 5387

ORDERED, this 19th day of April, 19 73, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 7th day of May, 19 73, unless cause to the contrary thereof be previously shown; ~~provided a copy of this order be inserted in some news-paper published in Queen Anne's County, Maryland, once in each of two successive weeks before the ____ day of _____, 19____~~ notice is given in manner provided by Maryland Rule 595 g to persons entitled thereto.

Charles W. Cecil Clerk

Filed April 19, 1973

15

LLOYD O. WHITEHEAD and DONALD C. DAVIS, Substitute Trustees vs WILBERT JACOBS	In the Circuit Court for Queen Anne's County In Equity Cause No. 5387

FINAL RATIFICATION OF AUDIT

ORDERED, by the Court that the account of the Auditor is finally ratified and confirmed, and Lloyd O. Whitehead and Donald C. Davis, Substitute Trustees, are directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Dated: May 7, 1973

Charles W. Cecil
Clerk of the Circuit Court for
Queen Anne's County.

Filed May 7, 1973

QUEEN ANNE'S COUNTY, TO WIT:-Be it remembered that on this Second Day of July, in the year nineteen hundred and seventy-one, the following Order to Docket Suit was brought to be recorded, to wit:---

EDWARD TURNER, Assignee for foreclosure 109 Lawyers Row Centreville, Maryland 21617 vs. CHARLES M. SMITH AND ELIZABETH B. SMITH, his wife Sudlersville, Maryland 21668	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY No. 5249 Chancery

ORDER TO DOCKET SUIT

To: Charles W. Cecil, Esq., Clerk of said Court:

You will please docket suit, as per the above titling, for foreclosure of a mortgage from Charles M. Smith and Elizabeth B. Smith, his wife, to John W. Smith, dated December 31, 1946, and recorded among the Land Record Books of Queen Anne's County in Liber A.S.G. Jr. No. 16, folio 194, which said mortgage by certain mesne assignments has been assigned unto Edward Turner for the purpose of foreclosure, default having occurred in the terms thereof by reason, among others, of the non-payment of the principal and interest due thereunder at the time and times for payment thereof as provided in said mortgage, and you will also please file in said cause the original mortgage, and assignments thereon, as well as the accompanying affidavit and Statement of Mortgage Debt .

Edward Turner

Edward Turner
Assignee for Foreclosure
109 Lawyers Row
Centreville, Maryland 21617
Telephone 758-1795

Filed July 2, 1971

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THIS PURCHASE MONEY MORTGAGE made this 31st day of December in the year nineteen hundred and forty six by CHARLES M. SMITH and ELIZABETH B. SMITH, his wife, of Queen Anne's County, State of Maryland.

WHEREAS, the said Charles M. Smith and Elizabeth B. Smith, his wife, are indebted unto JOHN W. SMITH in the full and just sum of FIVE THOUSAND DOLLARS ($5,000.00), for money loaned them in order that they might be able to complete the purchase money on the hereinafter described real estate, and which real estate was granted and conveyed to them by deed dated December 23rd., 1946, from Mary Massey Coppage et al. and intended to be recorded just prior to this mortgage:

AND, WHEREAS, it was a condition precedent to the aforesaid loan that this mortgage should be given to more effectually assure and secure the re-payment of the aforesaid loan three years after the date of these presents with interest thereon to accrue at the rate of 6% per annum, payable semi-annually:

Now therefore in consideration of the premises and the sum of one dollar the said Charles M. Smith and Elizabeth B. Smith, his wife, do hereby grant and convey unto and to JOHN W. SMITH, his heirs and assigns, in fee simple, all that lot or parcel of land situate, lying and being on the South side of the Street or Road leading through the town of Sudlersville, in the First Election District of Queen Anne's County, State of Maryland, towards Smyrna, Delaware, bounded on the East by the property of the Pennsylvania Railroad, on the West and South by properties now or formerly owned by William Anderson, and being the same property granted and conveyed to the mortgagors hereof by deed bearing date of December 23rd., 1946, from Mary Massey Coppage et al. and intended to be recorded just prior to this mortgage.

TOGETHER with all buildings and improvements thereon erected, made or being and all rights, roads, ways, waters, privileges and advantages thereto attached or appertaining to the same.

AND it is hereby agreed that, in the event of a sale of the above described property under the power of sale hereinafter expressed, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property.

PROVIDED, that if the said Charles M. Smith and/or Elizabeth B. Smith, his wife, their executors, administrators of assigns, shall well and truly pay to the said John W. Smith, his executors, administrators or assigns, the aforesaid sum of Five Thousand Dollars, with interest to accrue thereon, as above set forth, and shall perform all the covenants, conditions and agreements herein on their part to be performed, then this mortgage shall be void; and until default be made in the

premisee the said Charlee M.Smith and/or Elizabeth B.Smith,his wife,their heirs and aseigns,shall poesess said property.

AND the said Charles M.Smith and Elizabeth B.Smith,his wife,for themselves,their heirs,executors,administrators and assigns hereby covenant to pay,as they severally fall due,the debt and intereet hereby intended to be secured,all taxes,assesements,public dues and charges levid or that may be levied thereon and on the property hereby conveyed,all coste,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 leaet the insurable value thereof,in some Company or Companies approved by the said John W.Smith,hie executors,administrators or aseigns,and to have the eaid policy ~~or policy~~ or policies so framed or endorsed that the proceeds arieing from said policy or policies,in case of loss,shall be applied to the payment of thie mortgage,and to deliver,upon demand,to the mortgagee,his executors,administrators or aseigns,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 caee of default in payment of said debt,or the interest to accrue thereon,or any part of either,ae 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 moneye owing hereunder or secured hereby shall be due and demandable,and the eaid John W.Smith,hie executors,administrators or assigns,or Richard T.Earle their hereby duly conetituted Attorney for the purpose,are hereby authorised and empowered to sell said premises upon giving twenty days previous notice of the time,place,manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County and such other notice as the party selling may deem expedient,for cash,or for caeh and credit,at the option of the person making the sale,the credit payments,if any,to bear interest from day of sale,and to be secured by the note or notes of the purchaser,with security to be approved by the person making the sale,and to apply the proceeds of sale to the payment of ,first, all expeneeee incident to such sale,including compensation to the person making sale the same as allowed Trustees eelling real estate under decree of the Circuit Court for Queen Anne'e County,in Equity;second,all moneye owing hereunder or secured hereby,whether the same shall have then matured or not;and third,the balance to Charles M.Smith and/or Elizabeth B.Smith, or whoever may be entitled to the same.

AND it is hereby agreed that when default be made in any covenant or condition in this mortgage and when suit has been docketed in the proper Court for the purpose of foreclosure of this mortgage under the power of sale above granted the said John W.Smith,his executors,administratord or assigns,or Richard T.Earle, their said attorney,shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof,unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings,including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness,principal and interest,equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County,in Equity,and which said costs expenses and commission the said Charles M.Smith and Elizabeth B.Smith,his wife, for themselves,their heirs,executors,administrators and assigns hereby covenant to pay.

AND the said Charles M.Smith and Elizabeth B.Smith,his wife,hereby covenant that they will warrant generally the title to the aforesaid real estate herein described.

In witness whereof we have hereunto subscribed our names and affixed our seals.

Witness as to both mortgagors:

John F.Stokes

Charles M.Smith (SEAL)
Charles M.Smith

Elizabeth B.Smith (SEAL)
Elizabeth B.Smith

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

I hereby certify that on this 31 day of December,1946,before me, the subscriber,a Notary Public of the State of Maryland in and for Queen Anne's County,personally appeared Charles M.Smith and Elizabeth B.Smith,his wife,and each acknowledged the within and aforegoing mortgage to be their respective act;and at the same time personally appeared John W.Smith,the within named mortgagee,and made oath in due form of law that the consideration set forth in the within and aforegoing mortgage is true and bona fide as therein stated. In witness whereof I hereunto subscribed my name and affixed my Notarial Seal.

John F.Stokes
Notary Public.

Assignment on reverse side.

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, and pursuant to Item Eighteen of the Last Will and Testament of the late John W. Smith, I hereby transfer and assign the within and aforegoing mortgage and the debt which said mortgage secures unto MARY JOANNE SMITH BOSTIC and KATHERINE ELLEN SMITH RASH.

WITNESS my hand and seal this 7th day of April, 1964.

WITNESS:

Edward Turner

Alan S. Walls (SEAL)
Alan S. Walls, Executor of the Last Will and Testament of John W. Smith, deceased.

STATE OF MARYLAND,
QUEEN ANNE'S COUNTY, SCT,
I HEREBY CERTIFY THAT
THIS Assignment WAS
RECEIVED FOR RECORD THIS 28
DAY OF Apr 19 64 RE 6228
AND RECORDED IN LIBER ASGJr. No
16 fol 196, Rand RECORD BOOK
FOR QUEEN ANNE'S COUNTY.
CLERK
Charles W Cecil

ASSIGNMENT OF MORTGAGE FOR FORECLOSURE

FOR VALUE RECEIVED, we hereby assign the within and aforegoing mortgage unto EDWARD TURNER, for the purpose of foreclosure.

AS WITNESS our hands and seals this 10th day of May, 1971.

WITNESS:

Virginia S. White

Mary Joanne Smith Bostic (SEAL)
Mary Joanne Smith Bostic

Virginia S. White

Katherine Ellen Liskow (SEAL)
Katherine Ellen Liskow formerly know as Katherine Ellen Smith Rash

Recorded in C.W.C. No 56 fol 551 22

No. 66212
Re. 40356 RECEIVED FOR RECORD July 2 1971

Assignment

OF MORTGAGE FROM Charles M. Smith and wife

TO John W. Smith AS RECORDED IN

LIBER ASGJr. NO. 16 FOLIO 194

~~MAXXXXX~~ File in Chy. No. 5249 entitled "Edward Turner, Asgne vs. Charles M. Smith and wf."

3/

EDWARD TURNER Assignee for Foreclosure 109 Lawyers Row Centreville, Maryland 21617	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
CHARLES M. SMITH and ELIZABETH B. SMITH, his wife Sudlersville, Maryland 21668	:	CHANCERY NO.

: : : : : : :

STATEMENT OF MORTGAGE DEBT

Statement of mortgage debt due and owing as of day of sale (July 27, 1971) under the terms and provisions of mortgage from Charles M. Smith and Elizabeth B. Smith, his wife, to John W. Smith, dated December 31, 1946, and recorded among the land record books of Queen Anne's County in Liber A. S. G. Jr. No. 16, folio 194, (the present holders thereof being Mary Joanne Smith Bostic and Katherine Ellen Smith Rash) which said mortgage by certain mesne assignments has been assigned to Edward Turner for the purpose of foreclosure.

Amount of principal debt secured by mortgage	$ 5,000.00
Interest thereon due from April 7, 1964 to July 31, 1971 at 6%	2,200.00
	$ 7,200.00
Interest for 60 days from date of sale in accordance with Article 66, Section 8A, Annotated Code of Maryland	5.00
	$ 7,205.00
1970-71 State and County taxes paid by Mortgagees	143.53
TOTAL AMOUNT DUE	$ 7,348.53

Edward Turner
Edward Turner
Assignee for Foreclosure

Filed July 2, 1971

4/

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

I HEREBY CERTIFY, that on this 2nd day of June, 1971, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EDWARD TURNER, Assignee for Foreclosure, and he made oath in due form of law that the aforegoing is a true Statement of Mortgage Debt due from Charles M. Smith and Elizabeth B. Smith, his wife, as Mortgagors named in the aforesaid mortgage, to the best of his knowledge and belief; and he further made oath that to the best of his knowledge and belief that neither of the Defendants (Mortgagors), Charles M. Smith or Elizabeth B. Smith, his wife, are in the Military Service of the United States, and that neither has been in such service within six (6) months prior hereto, this information having been obtained from persons with intimate knowledge of said Defendants.

Lucy Blackiston
Lucy Blackiston Notary Public
My commission expires July 1, 1974

LUCY BLACKISTON NOTARY PUBLIC QUEEN ANNE'S CO. MD.

Filed July 2, 1971

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Cly - 5249

July 2, 1971 LIBER 2 PAGE 408

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 21203

KNOW ALL MEN BY THESE PRESENTS:

That we, Edward Turner

as Principal,

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of EIGHT THOUSAND ($8,000.00) Dollars,

to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 2nd day of July in the year of our Lord seventy-one

Whereas, the above bounden Edward Turner

by virtue of the power contained in a mortgage from Charles M. Smith and Elizabeth B. Smith, his wife

to Mary Joanne Smith Bostic and Katherine Ellen Smith Rash

bearing date the 7th day of April, 1964 and recorded among the mortgage records of Queen Anne's County

in Liber S. Gadd, Jr. No. 16 Folio 196 and Land Record Book for Queen Anne's County, Maryland

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

do and shall well and truly and faithfully perform the trust reposed in his 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

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:

(Edward Turner) (SEAL)

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By William M. Fitzpatrick
Attorney-in-Fact

As to Surety

MD3228a—1M. 10-65 · 171021
Mortgagee's or Attorney's Bond

Certified copy of Power of Attorney attached

Security approved and Bond filed July 2 1971
Charles W. Cecil Clerk

LIBER 7 PAGE 477

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber C.W.C. No. 2 folio 408, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 2nd day of July, nineteen hundred seventy-one.

Charles L. Coil

Clerk of the Circuit Court for Queen Anne's County

6/

EDWARD TURNER, Assignee for Foreclosure 109 Lawyers Row Centreville, Maryland 21617	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY
vs.	:	CHANCERY NO. 5249
CHARLES M. SMITH and ELIZABETH B. SMITH, his wife, Sudlersville, Maryland 21668.	:	

: : : : :

PETITION TO STRIKE STET

The Petition of Edward Turner, Complainant in the above entitled proceeding, pursuant to Rule 23 shows:

1. That these proceedings were instituted on July 2, 1971.

2. That the Clerk of the Circuit Court entered Stet on March 13, 1972, under Rule 23 a 2 (i).

3. That the property described in said proceeding was heretofore offered for sale on July 31, 1971, though inadverently, the Surviving Respondent, Elizabeth B. Smith, was not given appropriate notice of said proceeding in accordance with the Rules of Court applicable thereto.

4. That in view of the fact that said property at the aforementioned sale was bought in, for a lack of bidders, by one Kennard Bostic, the husband of one of the Assignees of said mortgage, it was not reported to this Court; also it was discovered after the sale that the Respondent had not received the appropriate notice of the proceeding provided for by the aforesaid Rules of Court, thus another reason for not reporting said sale.

5. That said property has been readvertised in this proceeding and it is to be reoffered for sale on December 16, 1972, at 1:00 o'clock on the premises in Sudlersville, Maryland.

6. That Elizabeth B. Smith, the Surviving Respondent, has since died, although a certified letter, with a copy of the advertisement of sale enclosed, was sent to her last known address and was returned marked, "deceased", and certificate of compliance filed in this proceeding.

7. That this proceeding has not been dismissed under Maryland Rule 530.

WHEREFORE, the Complainant prays:

a. That this Honorable Court pass an Order strking the Stet in this proceeding so that this action may be reinstated for further proceedings.

b. That the Court grant such other and further relief as the case may require.

Edward Turner

Edward Turner, Assignee for Foreclosure
109 Lawyers Row
Centreville, Maryland 21617
Telephone: 758-1795

Filed Dec. 12. 1972

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

I HEREBY CERTIFY, that on this 12th day of December, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared EDWARD TURNER, Assignee, and he made oath in due form of law that the matters and facts set forth in the aforegoing Petition to Strike Stet are true to the best of his knowledge, information and belief.

WITNESS my hand and notarial seal.

Virginia S. White
Virginia S. White
Notary Public

My commission expires July 1, 1974.

Filed Dec. 12. 1972

7

EDWARD TURNER, Assignee for Foreclosure 109 Lawyers Row Centreville, Maryland 21617 vs. CHARLES M. SMITH and ELIZABETH B. SMITH, his wife, Sudlersville, Maryland 21668.	: : : : : : :	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CHANCERY NO. 5249

ORDER OF COURT

Upon the aforegoing PETITON, IT IS ORDERED, this 12th day of December, 1972, by the Circuit Court for Queen Anne's County, that the Stet entered in this case on March 13, 1972, be stricken and that this action be reinstated for further proceedings pursuant to Rule 23 a 2 (d).

James A. Eric
JUDGE

Filed Dec. 12. 1972

8

EDWARD TURNER
Assignee for Foreclosure
109 Lawyers Row
Centreville, Maryland 21617

vs.

CHARLES M. SMITH and
ELIZABETH B. SMITH, his wife
Sudlersville, Maryland 21668

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
CHANCERY NO. 5249

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 5aa, on November 27, 1972, I mailed to Elizabeth B. Smith, at Eastern Shore State Hospital, Cambridge, Maryland 21613, by certified mail, return receipt requested, with postage prepaid, the attached Advertisement of Sale; also attached is the return receipt No. 899846 showing that said letter was accepted by the Eastern Shore State Hospital through its agent or employee G. V. Vickers and said unopened letter, which is also attached, was returned to me and marked "deceased".

Edward Turner
Edward Turner
Attorney named in Mortgage

ASSIGNEE'S SALE OF VALUABLE REAL ESTATE SITUATE IN SUDLERSVILLE, QUEEN ANNE'S COUNTY

Under and by virtue of the power and authority contained in a certain mortgage from Charles M. Smith and Elizabeth B. Smith, his wife, to John W. Smith, dated December 31, 1946, and recorded among the Land Records Books of Queen Anne's County in Liber A.S.G., Jr. No. 16, folio 194, which said mortgage by certain mesne assignments has been assigned unto Edward Turner for the purpose of foreclosure, default having occurred in the terms, covenants and conditions of said mortgage, the undersigned Assignee, Edward Turner, in the exercise of the power of sale in said mortgage contained, will offer for sale, and sell, at public auction, on

SATURDAY, DECEMBER 16, 1972

at 1:00 o'c P.M. on the premises of the property hereinafter described in the town of Sudlersville, Maryland, upon the terms hereinafter set forth, in fee simple, the following described property, to wit:

ALL that lot or parcel of land situate, lying and being on the South side of the Street or Road leading through the town of Sudlersville, in the First Election District of Queen Anne's County, State of Maryland, towards Smyrna, Delaware, bounded on the East by the property of the Pennsylvania Railroad, on the West and South by properties now or formerly owned by William Anderson, and being the same property granted and conveyed to the Mortgagors hereof (Charles M. Smith and Elizabeth B. Smith, his wife) by Mary Massey Coppage, et al, by Deed dated December 23, 1946, and recorded among the said Land Records Books of Queen Anne's County in Liber A.S.G., Jr. No. 16, folio 192.

IMPROVEMENTS

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

TERMS OF SALE

Terms of sale will be one-third cash on day of sale and the balance of two-thirds upon ratification of sale by the Circuit Court for Queen Anne's County, or all cash at the option of the purchaser or purchasers. Deferred payment, if any, to bear interest and to be secured to the satisfaction of the undersigned Assignee. All taxes and other public charges to be adjusted to date of settlement. Cost of title papers, documentary stamps, transfer taxes and recordation, to be at the expense of the purchaser or purchasers.

EDWARD TURNER
ASSIGNEE FOR FORECLOSURE

Joseph A. Jackson, Jr.,
Auctioneer

41-12-13

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

No. 899846

SENT TO: Mrs Eliza B Smith
STREET AND NO.: Eastern Shore State Hosp.
P.O., STATE AND ZIP CODE: Cambridge Md 21613

POSTMARK OR DATE: CENTREVILLE NOV 27 1972 USPO

OPTIONAL SERVICES FOR ADDITIONAL FEES
RETURN RECEIPT SERVICES
1. Shows to whom and date delivered ..... 15¢
With delivery to addressee only ..... 65¢
2. Shows to whom, date and where delivered .. 35¢
With delivery to addressee only ..... 85¢
DELIVER TO ADDRESSEE ONLY ..... 50¢
SPECIAL DELIVERY (extra fee required) .....

PS Form 3800 Apr. 1971 — NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL — (See other side) — GPO: 1970 O-397-488

11/29/72

SENDER: Be sure to follow instructions on other side

PLEASE FURNISH SERVICE(S) INDICATED BY CHECKED BLOCK(S)
(Additional charges required for these services)
☐ Show to whom, date and address where delivered ☐ Deliver ONLY to addressee

RECEIPT
Received the numbered article described below

REGISTERED NO.
CERTIFIED NO. 899846
INSURED NO.
DATE DELIVERED NOV 28 1972
SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)
SIGNATURE OF ADDRESSEE'S AGENT, IF ANY: E S S Hosp
SHOW WHERE DELIVERED (Only if requested, and include ZIP Code): G V Vickers

Filed Dec. 13, 1972

LAW OFFICES
EDWARD TURNER
109 LAWYERS ROW
CENTREVILLE, MARYLAND 21617

RETURNED TO SENDER

CENTREVILLE, MD
NOV 17 PM 1972
21617

JOHN F. KENNEDY

RETURN RECEIPT REQUESTED

CERTIFIED
No. 899846
MAIL

Mrs. Elizabeth B. Smith — Deceased)
Eastern Shore State Hospital
Cambridge, Maryland 21613

DECEASED

LIBER 7 PAGE 482

EDWARD TURNER Assignee for Foreclosure 109 Lawyers Row Centreville, Maryland 21617	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
CHARLES M. SMITH and ELIZABETH B. SMITH, his wife Sudlersville, Maryland 21668	:	CHANCERY NO. 5249

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Edward Turner, Attorney to whom the Mortgage from Charles M. Smith and Elizabeth B. Smith, his wife, to John W. Smith, dated December 31, 1946, and recorded among the Land Record Books of Queen Anne's County in Liber A. S. G., Jr. No. 16, folio 192, was assigned for the purpose of collection by foreclosure respectfully shows:

That default having occurred in the terms thereof by reason of the non-payment when due of the principal and interest on said mortgage, said attorney, to whom the same was assigned for collection by foreclosure, 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 Eight Thousand Dollars ($8,000.00), containing the conditions required by law relative to the foreclosure of mortgages under a power of sale contained therein.

That after having advertised the mortgaged premises for sale in accordance with the annexed Certificate of Advertisement in the Queen Anne's Record-Observer, a newspaper published in said County at least once each week for four (4) successive weeks, the first such publication being not less that twenty (20) days prior to sale, said attorney, to whom the mortgage was assigned for collection by foreclosure, did attend, in front of the mortgaged premises, in the Town of Sudlersville, Queen Anne's County, Maryland, at the hour of 1:00 P. M., E. S. T., on Saturday, December 16, 1972, and after having the auctioneer cry the sale for a considerable length of time, and after reading the advertisement of sale, did sell all that lot, parcel or tract of land, together with the improvements thereon, situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, and more particularly described in the above mentioned mortgage, and Advertisement of Sale unto KENNARD BOSTIC, as Agent for the Assignors the said, Mary Joanne Smith Bostic and Katherine Ellen Liskow, he being then and there the highest bidder therefor, at and for the sum of TWO THOUSAND SEVEN HUNDRED DOLLARS ($2,700.00); the said Kennard Bostic, Agent as aforesaid, was not required, by your Assignee, to comply with the terms of sale, as provided for in the advertisement of said sale, insofar as the payment of one-third (1/3) of the purchase money, although his principals stand ready, willing and able to pay all costs and expenses incident to said proceeding at the appropriate time.

The Purchaser's Affidavit, required by the Maryland Rules, Certificate of the Auctioneer, and the Certificate of the Advertisement of Sale are attached hereto.

The Report states the amount of sale to be TWO THOUSAND SEVEN HUNDRED DOLLARS ($2,700.00).

Respectfully submitted:

Edward Turner

EDWARD TURNER, Assignee of Mortgage

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

I HEREBY CERTIFY, that on this 29th day of December, 1972, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EDWARD TURNER, Assignee, in the aforementioned proceeding, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made.

Virginia S. White
Virginia S. White
Notary Public
My commission expires July 1, 1974.

Filed Jan 3, 1972

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EDWARD TURNER, Assignee for Foreclosure 109 Lawyers Row Centreville, Maryland 21617	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
CHARLES M. SMITH and ELIZABETH B. SMITH, his wife, Sudlersville, Maryland 21668	:	CHANCERY NO. 5249

AFFIDAVIT OF PURCHASER

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

I HEREBY CERTIFY, that on this 3rd day of January, 1973, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared KENNARD BOSTIC, Agent for Mary Joanne Smith Bostic and Katherine Ellen Liskow, 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.

Kennard Bostic
Kennard Bostic, Affiant

Virginia S. White
Virginia S. White
Notary Public
My commission expires July 1, 1974.

Filed Jan 3, 1973

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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 dwelling house, situate, lying and being on the South side of the Street or Road leading through the Town of Sudlersville, in the First Election District of Queen Anne's County, State of Maryland, towards Smyrna, Delaware, bounded on the East by the property of the Pennsylvania Railroad, on the West and South by properties now or formerly owned by William Anderson;

BEING the same lot or parcel of land which was granted and conveyed unto the said Charles M. Smith and Elizabeth B. Smith, his wife, by Mary Massey Coppage, et al, by deed of conveyance bearing date December 23, 1946, and recorded in Liber A. S. G., Jr. No. 16, folio 192, 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 mortgaged premises, in the Town of Sudlersville, Queen Anne's County, Maryland, on Saturday, December 16, 1972, beginning at the hour of 1:00 P. M., Eastern Standard Time, unto KENNARD BOSTIC, Agent for Mary Joanne Smith Bostic and Katherine Ellen Liskow, at and for the sum of TWO THOUSAND SEVEN HUNDRED DOLLARS ($2,700.00).

Joseph A. Jackson, Auctioneer

Filed Jan 3, 1972

LIBER 7 PAGE 486

Queen Anne's

RECORD-OBSERVER

Centreville, Md., Jan 3 19 73

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Assignee's Sale

in the case/estate of Charles M. Smith et al

a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper published in Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 16th day of Dec., 19 72, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 22nd day of Nov. 19 72, and the last insertion on the 13 4th day of Dec, 19 72

THE RECORD-OBSERVER CORPORATION

By Dorothy M. Noonan

Filed Jan. 3, 1972

ASSIGNEE'S SALE OF VALUABLE REAL ESTATE SITUATE IN SUDLERSVILLE, QUEEN ANNE'S COUNTY

Under and by virtue of the power and authority contained in a certain mortgage from Charles M. Smith and Elizabeth B. Smith, his wife, to John W. Smith, dated December 31, 1916, and recorded among the Land Records Books of Queen Anne's County in Liber A.S.G., Jr. No. 16, folio 194, which said mortgage by certain mesne assignments has been assigned unto Edward Turner for the purpose of foreclosure, default having occurred in the terms, covenants and conditions of said mortgage, the undersigned Assignee, Edward Turner, in the exercise of the power of sale in said mortgage contained, will offer for sale, and sell, at public auction, on

SATURDAY, DECEMBER 16, 1972

at 1:00 o'clock P.M. on the premises of the property hereinafter described in the town of Sudlersville, Maryland, upon the terms hereinafter set forth, in fee simple, the following described property, to wit:

ALL that lot or parcel of land situate, lying and being on the South side of the Street or Road leading through the town of Sudlersville, in the First Election District of Queen Anne's County, State of Maryland, towards Smyrna, Delaware, bounded on the East by the property of the Pennsylvania Railroad, on the West and South by properties now or formerly owned by William Andersen, and being the same property granted and conveyed to the Mortgagors hereof (Charles M. Smith and Elizabeth B. Smith, his wife) by Mary Massey Coppage, et al, by Deed dated December 23, 1916, and recorded among the said Land Records Books of Queen Anne's County in Liber A.S.G., Jr. No. 16, folio 192.

IMPROVEMENTS

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

TERMS OF SALE

Terms of sale will be one-third cash on day of sale and the balance of two-thirds upon ratification of sale by the Circuit Court for Queen Anne's County, or all cash at the option of the purchaser or purchasers. Deferred payment, if any, to bear interest and to be secured to the satisfaction of the undersigned Assignee. All taxes and other public charges to be adjusted to date of settlement. Cost of title, papers, documentary stamps, transfer taxes and recordation, to be at the expense of the purchaser or purchasers.

EDWARD TURNER
ASSIGNEE FOR FORECLOSURE

Joseph A. Jackson, Jr.,
Auctioneer

4t-12-13

LIBER 7 PAGE 488

ORDER NISI ON SALE

EDWARD TURNER
Assignee for Foreclosure
109 Lawyers Row
Centreville, Maryland 21617
vs.
CHARLES M. SMITH and
ELIZABETH B. SMITH, his wife
Sudlersville, Maryland 21668

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

Cause No. 5249

ORDERED, this 3rd day of January, 19 73, that the sale of the real property, made and reported in this cause by Edward Turner, Assignee of Mortgage, be ratified and confirmed, on or after the 5th day of February, 19 73, unless cause to the contrary thereof be 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, 1973.

The report states the amount of sales to be $ 2,700.00.

Charles W. Cecil Clerk

Filed January 3, 1973

NOTICE

ORDER NISI ON SALE
EDWARD TURNER
Assignee for Foreclosure
109 Lawyers Row
Centreville, Maryland 21617
vs.
CHARLES M. SMITH and
ELIZABETH B. SMITH, his wife
Sudlersville, Maryland 21668
+ + +
In the Circuit Court
for Queen Anne's County
In Equit,
— Cause No. 5249—
+ + +
ORDERED, this 3rd day of January, 1973, that the sale of the real property, made and reported in this cause by Edward Turner, Assignee of Mortgage, be ratified and confirmed, on or after the 5th day of February, 1973, unless cause to the contrary thereof be 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, 1973.
The report states the amount of sales to be $2,700.00.
CHARLES W. CECIL, Clerk
Filed January 3, 1973
True Copy
Test: Charles W. Cecil, Clerk

Queen Anne's
RECORD-OBSERVER

Centreville, Md., Jan 30 19 73

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Notice

in the case/estate of Order Nisi on sale
Charles M. Smith

a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper published in Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 29th day of Jan, 19 73, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 10th day of Jan 19 73, and the last insertion on the 24th day of Jan, 19 73.

THE RECORD-OBSERVER CORPORATION
By Dorothy M. Monroe

Filed Jan 30, 1973

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EDWARD TURNER, Assignee for Foreclosure 109 Lawyers Row Centreville, Maryland 21617	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
	:	CHANCERY NO. 5249
CHARLES M. SMITH and ELIZABETH B. SMITH, his wife, Sudlersville, Maryland 21668	:	

: : : : :

FINAL ORDER OF RATIFICATION OF SALE

IT IS ORDERED, this 31st day of January, 1973, 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, 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 as aforesaid is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers therefor to the Auditor.

James A. Lowe

Judge

Filed Feb 1, 1973

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EDWARD TURNER
Assignee for Foreclosure
109 Lawyers Row
Centreville, Maryland 21617

vs

CHARLES M. SMITH and
ELIZABETH B. SMITH, his wife,
Sudlersville, Maryland 21668

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5249

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 Edward Turner, Assignee for Foreclosure, 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 $5,369.28.

2. That in the witnin account, Edward Turner, Assignee for Foreclosure and vendor, is charged with the proceeds of sale made by him, and he is allowed thereafter a sum for fees and commission, several court costs, the premium on the corporate surety bond, an amount for auctioneer's fee for crying sale, the several advertising costs, and the fee and expenses of your auditor and the balance was credited toward the mortgage indebtedness.

Respectfully submitted,

J. Thomas Clark
Auditor

April 19, 1973

Cause No. 5249

The proceeds of the sale of land reported in this cause, in account with Edward Turner, Assignee for Foreclosure, of the mortgage foreclosed in proceedings (and vendor of said land)

Cr.

1973
Feb. 1 By gross proceeds of the sale of said land, per report of said vendor, to wit:---------- $2700.00

Dr.

To Edward Turner, Assignee for Foreclosure (and vendor), per terms of mortgage, to wit:----------		$270.00
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	$44.00	
2. Appearance fee of Edward Turner, Attorney	10.00	54.00
To do., for an amount due W.M.Freestate Agency, for the corporate surety bond filed in this cause, per receipt exhibited, to wit:		64.00
To do.,for an amount paid Joseph A. Jackson, Jr., for crying assignee's sale:		
1. Crying sale on July 31, 1971	$25.00	
2. Crying sale on Dec. 6, 1972	25.00	50.00
To do., Record-Observer, for:		
1. Advertising sale	$193.75	
2. Order Nisi	14.00	207.75
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

April 19, 1973

J Thomas Clark
Auditor

To Mary Joanne Smith Bostic and Katherine Ellen Liskow, as tenants in common, the balance of $1979.25 $2700.00 $2700.00

April 19, 1973

J Thomas Clark
Auditor

Filed April 19, 1973

17/

EDWARD TURNER
Assignee for Foreclosure
109 Lawyers Row
Centreville, Maryland 21617

vs

CHARLES M. SMITH and
ELIZABETH B. SMITH, his wife
Sudlersville, Maryland 21668

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5249

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on April 19, 1973, 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
Assignee for Foreclosure
109 Lawyers Row
Centreville, Maryland 21617

Charles M. Smith and
Elizabeth B. Smith, his wife
Sudlersville, Maryland 21668

Mary Joanne Smith Bostic and
Katherine Ellen Liskow
c/o Edward Turner, Esquire
109 Lawyers Row
Centreville, Maryland 21617

Pursuant to Rule 12d, Rules of the Second Judicial Circuit of Maryland, copy of the audit duly certified by the undersigned, was mailed to each of the above named persons at the above stated addressed, and pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on April 19, 1973, with the Clerk of the Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before May 3, 1973, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified May 4, 1973.

J Thomas Clark
J. Thomas Clark
Auditor

Filed April 19, 1973

NISI RATIFICATION OF AUDIT

18

EDWARD TURNER, Assignee for Foreclosure vs. CHARLES M. SMITH and ELIZABETH B. SMITH, his wife	In the Circuit Court for Queen Anne's County In Equity Cause No. 5249

ORDERED, this 19th day of April, 1973, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 7th day of May, 1973, unless cause to the contrary thereof be previously shown, ~~provided a copy of this order be inserted in some news-paper published in Queen Anne's County, Maryland, once in each of two successive weeks before the _____ day of _____, 19____~~ notice is given in manner provided by Maryland Rule 595 g to persons entitled thereto.

Charles W Reid Clerk

Filed April 19, 1973

LIBER 7 PAGE 493

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EDWARD TURNER, Assignee for Foreclosure vs. CHARLES M. SMITH and ELIZABETH B. SMITH, his wife	)	IN THE CIRCUIT COURT for Queen Anne's County In Equity Cause No. 5249

FINAL RATIFICATION OF AUDIT

ORDERED, by the Court that the account of the Auditor is finally ratified and confirmed, and Edward Turner, Assignee, is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Dated: May 7, 1973.

Charles W. Cecil
Clerk of the Circuit Court for Queen Anne's County

Filed May 7, 1973

QUEEN ANNE'S COUNTY, TO WIT: Be ti remembered that on this Eleventh Day of October, in the year nineteen hundred and seventy-two, the following Order To Docket Suit was brought to be recorded: -----

CHARLES E. SMITH Grasonville, Maryland 21638 Attorney	*	IN THE
	*	CIRCUIT COURT
VS.	*	FOR
GUNNER H. BUCHHARDT AND	*	QUEEN ANNE'S COUNTY
MARION E. BUCHHARDT Chester, Maryland 21619 Mortgagors	*	IN EQUITY
	*	CHANCERY NO. 5371

R. 47847
15.00

ORDER TO DOCKET SUIT

Mr. Charles W. Cecil, Clerk:

You will please docket suit as per the above titling for foreclosure of the mortgage from Gunnar H. Buchhardt and Marion E. Buchhardt, his wife to Bittorf Ford, Inc., dated January 28, 1972 and recorded among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. No. 62, folio 430, in which the undersigned attorney is designated by name to exercise the power of sale; 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; and you will file in said suit the accompanying military affidavit and statement of indebtedness.

Charles E. Smith

Charles E. Smith, Attorney named in Mortgage
Main Street
Grasonville, Maryland
Telephone: 827-7550

Filed Oct. 11, 1972

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

I HEREBY CERTIFY, That on this 10th day of October, 1972, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Charles E. Smith, Attorney named in mortgage, and made oath in due form of law that Gunnar H. Buchhardt and Marion E. Buchhardt, his wife, the mortgagors referred to in the aforegoing Order to Docket Suit, is not now, nor have they been within six (6) months prior thereto, in the military service of the United States of America.

BARBARA ANN SMITH NOTARY PUBLIC Queen Anne's Co., Md.

Barbara Ann Smith
NOTARY PUBLIC
My Commission Expires: 7/01/74.

Filed Oct. 11, 1972

LIBER 7 PAGE 496

CHARLES E. SMITH Grasonville, Maryland Attorney	*	IN THE CIRCUIT COURT
VS.	*	FOR
GUNNAR H. BUCHHARDT AND MARION E. BUCHHARDT Chester, Maryland Mortgagors	*	QUEEN ANNE'S COUNTY IN EQUITY CHANCERY NO. 5371

3

* * * * *

STATEMENT OF MORTGAGE INDEBTEDNESS

* * * * *

Balance due on Principal of note dated January 28, 1972, in the gross amount of $83,000.00 by Gunnar H. Buchhardt and Marion E. Buchhardt, his wife to Bittorf Ford, Inc., ...	$83,243.02
With earned interest through October 8, 1972	1,314.00
	84,557.02

STATE OF MARYLAND

to wit:

QUEEN ANNE'S COUNTY

This is to certify that on this 10th day of October, 1972, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared Charles E. Smith, Attorney named in the mortgage, and made oath in due form of law that the aforegoing statement of mortgage indebtedness due by Gunnar H. Buchhardt and Marion E. Buchhardt, his wife under the above described mortgage note is true to the best of his knowledge and belief, and there is no credit due thereon, except as shown, nor any security therefor except the said mortgage.

Barbara Ann Smith
Notary Public
My Commission Expires: 7/01/74.

BARBARA ANN SMITH NOTARY PUBLIC Queen Anne's Co., Md.

No. 68311 LIBER 62 PAGE 430

No. 44345 RECEIVED FOR RECORD Mar 17, 1972 12 30 PM

Purchase Money

THIS MORTGAGE, made this 28th day of January, 1972, by and between Gunnar H. Buchhardt & Marion E. Buchhardt, his wife parties of the first part, hereinafter referred to as MORTGAGOR, and Bittorf Ford, Inc., a body Corporate of the State of Maryland of the second part, hereinafter referred to as MORTGAGEE.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith in the principal sum of Eight three Thousand & ==========no/100 Dollars ($ 83,000.00)payable, with interest thereon from the date hereof at the rate of eight (8 %) per centum per annum on the unpaid principal until paid, at the designated office of the holder, in the manner following:

In Two Hundred Forty (240) consecutive monthly installments of Six Hundred Ninety Four Dollars and twenty six cents ($694.26) each, including interest as aforesaid. The first of said installments to be payable on the 28 day of Feb, 1972.

Provided, however, that Mortgagor shall have the right to prepay all or any part of said Mortgage indebtedness, at any time, without payment of premium or penalty.

RECORDATION TAX $55.00

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

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

ALL that tract or parcel of land situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, as set forth and shown on a plat thereof, dated January 20, 1972, by Purdum and Jeschke, consulting Engineers and Surveyors, and more particularly described by metes and bounds, courses and distances, as follows, to wit:

BEGINNING for the same on the northernmost side of Tackle Circle shown on a Plat of Section 1, Castle Marina Recorded among the Land Records of Queen Anne's County, Maryland in Plat Book T.S.P. 1, at folio 81 said point being 616.86 feet from the end of the fillet curve connecting the said northernmost line of Tackle Circle with the easternmost line of Cox Neck Road. Said 616.86 feet being measured along said northernmost line of Tackle Circle, thence by four lines of division as now drawn, the four following courses and distances, viz.:

1- North 17 degrees 11 minutes 10 seconds East 84.97 feet
2- North 58 degrees 00 minutes 00 seconds East 196.18 feet,
3- South 13 degrees 27 minutes 50 seconds East 184.66 feet,
and 4- South 67 degrees 25 minutes 30 seconds West 143.74 feet to

the above mentioned northernmost line of Tackle Circle, thence binding along the northernmost line of Tackle Circle in a northwesterly direction 113.65 feet by the arc of a curve to the left having a radius of 369.39 feet and a chord distance of North 63 degrees 59 minutes 58 seconds West 113.21 feet to the point of beginning, containing an area of 33,392 square feet of land, more or less.

BEING all the same lands conveyed unto the Mortgagor herein by deed from Bittorf Ford, Inc., a body Corporate of the State of Maryland dated 28 day of January, 1972, and recorded or intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto.

RECORDATION TAX $2.00

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 Mortgagee shall perform all the covenants herein on his part to be performed then this mortgage shall be void; and until default be made in the premises, the Mortgagor shall possess the aforesaid property and be entitled to collect and retain the rents, issues and profits thereof.

AND the Mortgagor covenants with the Mortgagee as follows: (1) To repay the indebtedness, together with interest, secured by this mortgage, when due, (2) to pay a late charge not to exceed five cents for each dollar of delinquent principal and interest, or a minimum charge of $2.00, on each payment more than fifteen days in arrears, to cover the extra expense involved in handling delinquent payments, (3) to keep the improvements on the premises insured against loss or damage by fire and such other hazards as may be required by the Mortgagee, to the amount of at least the insurable value thereof, in an insurance company or companies selected by the Mortgagee, and to have all said policies so framed or endorsed that the proceeds arising from said policies, in case of loss or damage, shall be payable to the Mortgagee only, and may, at his option, be applied to the extinguishment of the indebtedness and sums secured by this mortgage, whether then due or not, or used for the reconstruction of the improvements on the mortgaged property, and to deliver all said policies to the Mortgagee to be kept by him, (4) to pay all taxes, water and sewer charges, insurance premiums, public dues and assessments, for which the Mortgagor and/or the property hereby mortgaged may become liable, when payable, in the event the Mortgagor fails to make the said payments, the Mortgagee is hereby authorized to pay the same, and the Mortgagee shall have a lien hereunder on said premises for the amount so paid, (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor to keep the improvements on said property in good condition and repair, the Mortgagee may demand the immediate repair thereof or an increase in the amount of security or the immediate repayment of the indebtedness hereby secured, and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee may, without notice, institute proceedings to foreclose this mortgage and apply for the appointment of a receiver as herein provided, (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents, issues and profits of said premises and account therefor as the Court may direct, (7) that in case of default in the payment of said debt, or interest, or any part of either, when due, or in any covenant of this Mortgage, then the whole said debt intended to be secured and all moneys owing hereunder or secured hereby shall, at the option of the Mortgagee, immediately become and be demandable, and the Mortgagee, or Charles E. Smith his hereby duly constituted attorney for the purpose, are hereby authorized to sell said premises after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper published in the County where the mortgaged property or some portion thereof is located, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, and to apply the proceeds of sale as follows, to wit: first, to the payment of all expenses incident to such sale, including a counsel fee of $ 100.00 for conducting the proceedings if without contest, but if legal services be rendered to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper, and also to the payment of a commission to the party making sale equal to the commission allowed trustees making sales of property under a decree of a Court of equity in the County where the sale is reported; second, to the payment of all claims of the Mortgagee, whether the same shall have matured or not; and third, the balance, if any, to the Mortgagor or to whomsoever shall be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid when suit has been docketed in the proper Court for the purpose under the power of sale granted herein, (8) that in the event of sale of the mortgaged property under the power of sale granted herein, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as part thereof, (9) that the Mortgagor will warrant specially the property hereby conveyed and will execute such further assurances of said land as may be requisite.

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

WITNESS the hand and seal of the Mortgagor

WITNESS:

Charles E. Smith — Gunnar H. Buchhardt (SEAL)

Gunnar H. Buchhardt

Charles E. Smith — Marion E. Buchhardt (SEAL)

Marion E. Buchhardt

(SEAL)

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S

On this the 28th day of January, 1972, before me, Charles E. Smith, the undersigned officer, personally appeared Gunnar H. Buchhardt and Marion E. Buchhardt, his wife known to me to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained; and at the same time appeared William H. Bittorf, President of 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.

CHARLES E. SMITH NOTARY PUBLIC QUEEN ANNES CO. MD.

Charles E. Smith
Notary Public

*Here insert the name of the officer taking the acknowledgment. My Commission Expires: 7/01/74.

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

I hereby certify that the aforegoing was truly taken and copied from Liber C.W.C. No. 82 folio 430, 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 11th day of October, 1972.

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Charles W. Cecil
Clerk of Circuit Court for Queen Anne's Co

$2.00

Filed Oct 11, 1972

cly - 53

RECEIVED FOR RECORD Oct. 13, 1972

STATE OF MARYLAND

SS:

QUEEN ANNE'S COUNTY

KNOW ALL MEN BY THESE PRESENTS, That we, Charles E. Smith of Queen Anne's County, State of Maryland, and the Hartford Accident and Indemnity Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Eighty Five Thousand Dollars ($85,000.00), current money of the United States of America, to be paid to the State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 13th day of October, 1972;

WHEREAS, the above bounded principal, by virtue of the power contained in a mortgage from Gunnar H. Buchhardt and Marion E. Buchhardt to Bittorf Ford, Inc., dated January 28, 1972, and recorded among the Land Records of Queen Anne's County, in the State of Maryland, in Liber C.W.C. No. 62, folio 430, in which the above bounded principal is designated by name to exercise the power of sale therein in the event of default, and he is about to sell the land and premises in said mortgage, default having been made in the payment of the money as specified and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounded Charles E. Smith, attorney named in mortgage as aforesaid, does and shall well, truly and faithfully perform the trusts reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and effect.

IN TESTIMONY WHEREOF, the said principal has hereunto set his hand and seal and the said surety has caused this instrument of writing to be executed, on the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Catherine E. Moore

Charles E. Smith (SEAL)
Charles E. Smith, Attorney
Named in Mortgage

HARTFORD ACCIDENT AND INDEMNITY COMPANY

By: William M. [illegible]
Attorney in Fact

ATTEST:

Catherine E. Moore

Security approved and Bond filed Oct 13, 1972
Charles W Cecil - Clerk

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber CWC No. 1 Folio 466 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 13th day of October, nineteen hundred and seventy-two.

Charles W Cecil
Clerk of the Circuit Court for Queen Anne's County

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CHARLES E. SMITH Grasonville Maryland 21638 Attorney	*	IN THE
	*	CIRCUIT COURT
VS.	*	FOR
	*	QUEEN ANNE'S COUNTY
GUNNAR H. BUCHHARDT AND MARION E. BUCHHARDT Chester, Maryland 21619 Mortgagor	*	IN EQUITY
	*	CHANCERY NO. 5371

* * * * *

CERTIFICATE OF COMPLIANCE

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, To Wit:

I, Charles E. Smith, hereby certify that in accordance with Maryland Rules W74a2(b) and 5 aa, on October 18, 1972, I mailed to Gunnar H. Buchhardt and Marion E. Buchhardt, Mortgagors, at Chester, Queen Anne's County, Maryland, 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.

Charles E. Smith
Attorney Named In Mortgage

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.
CERTIFIED NO. 876411
INSURED NO.
DATE DELIVERED 10/19/72

(1) SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in): G. H. Buchhardt
(2) SIGNATURE OF ADDRESSEE'S AGENT, IF ANY: R. Bruce Buchhardt
(3) SHOW WHERE DELIVERED (only if requested)

655-16-71540-10 GPO

Filed Oct. 20 1972

LEGAL NOTICE

ATTORNEY'S SALE OF VALUABLE FEE SIMPLE REAL ESTATE IN CHESTER MARYLAND

Under and by Virtue of the power of sale contained in a mortgage from Gunnar H. Buchhardt and Marion E. Buchhardt, his wife, to Bittorf Ford, Inc., dated January 28, 1972 and recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber C.W.C. No. 62, folio 430; default having occurred in the terms of said Mortgage, the undersigned attorney, being designated therein by name to exercise the power of sale in case of default, will offer at public auction on the premises, located on Tackle Circle and Anchor Lane in Castle Marina Subdivision, Chester, Maryland, Queen Anne's County, State of Maryland, at the hour of 11:00 o'clock A.M. Eastern Standard Time, on

SATURDAY, NOVEMBER 4, 1972

the following real estate to wit:

Charles E. Smith

FOR REMAINDER OF THIS COLUMN

SEE PAGE 501

ALL that tract or parcel of land situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, as set forth and shown on a plat thereof, dated January 20, 1972, by Purdum and Jeschke, consulting Engineers and Surveyors, and more particularly described by metes and bounds, courses and distances, as follows, to wit:

BEGINNING for the same on the northernmost side of Tackle, Circle shown on a Plat of Section 1, Castle Marina Recorded among the Land Records of Queen Anne's County, Maryland in Plat Book T.S.P. 1, at folio 81 said point being 616.86 feet from the end of the fillet curve connecting the said northernmost line of Tackle Circle with the easternmost line of Cox Neck Road. Said 616.86 feet being measured along said northernmost line of Tackle Circle, thence by four lines of division as now drawn, the four following courses and distances, viz.:

1- North 17 degrees 11 minutes 10 seconds East 84.97 feet

2- North 58 degrees 00 minutes 00 seconds East 196.18 feet,

3- South 13 degrees 27 minutes 50 seconds East 184.66 feet, and

4- South 67 degrees 25 minutes 30 seconds West 143.74 feet to the above mentioned northernmost line of Tackle Circle, thence binding along the northernmost line of Tackle Circle in a northwesterly direction 113.65 feet by the arc of a curve to the left having a radius of 369.39 feet and a chord distance of North 63 degrees 59 minutes 58 seconds West 113.21 feet to the point of beginning, containing an area of 33,392 square feet of land, more or less.

BEING all the same land granted and conveyed unto Gunnar H. Buchhardt and Marion E. Buchhardt, his wife by deed dated January 28, 1972, from Bittorf Ford, Inc., a body Corporate of the State of Maryland, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 62 folio 438.

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.

IMPROVEMENTS: Three story building consisting of modern restaurant, bar, kitchen and living quarters' known as "Castle Inn."

TERMS OF SALE: The purchaser(s) shall be required to pay Ten Percent (10%) of the purchase price in cash or by Certified check on the day of sale, the balance to be paid within Ten (10) days of the ratification of the sale by the Circuit Court of Queen Anne's County and to bear interest at six per cent (6%) from day of sale to day of settlement, or all cash on day of sale as the purchaser(s) may elect. Full possession will be given to the purchaser(s) upon ratification of the sale and payment of the purchase price. Taxes and other assessments and charges will be adjusted to the date of final settlement. All transfer expenses, including deeds, title papers, documentary stamps, transfer tax, and Notary Fees are to be paid by the purchaser(s).

At the time and place of sale, the purchaser(s) will be required to make Affidavit as required by Rule BR6b3 of the Maryland Rules of Procedure.

Charles E. Smith
Attorney named in Mortgage

Lloyd J. Andrew, Auctioneer

CERTIFICATE OF AUCTIONEER

I HEREBY CERTIFY, That I did sell at public auction:

ALL that tract or parcel of land situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, as set forth and shown on a plat thereof, dated January20, 1972, by Purdum and Jeschke, consulting Engineers and Surveyors, and more particularly described by metes and bounds, courses and distances, as follows, to wit:

BEGINNING for the same on the northernmost side of Tackle Circle shown on a Plat of Section 1, Castle Marina recorded among the Land Records of Queen Anne's County, Maryland in Plat Book T.S.P. No. 1, at folio 81 said point being 616.86 feet from the end of the fillet curve connecting the said northernmost line of Tackle Circle with the easternmost line of Cox Neck Road. Said 616.86 feet being measured along said northernmost line of Tackle Circle, thence by four lines of division as now drawn, the four following courses and distances, viz:

1- North 17 degrees 11 minutes 10 seconds East 84.97 feet

2- North 58 degrees 00 minutes 00 seconds East 196.18 feet

3- South 13 degrees 27 minutes 50 seconds East 184.66 feet, and

4- South 67 degrees 25 minutes 30 seconds West 143.74 feet to the above mentioned northernmost line of Tackle Circle,

thence binding along the northernmost line of Tackle Circle in a northwesterly direction 113.65 feet by the arc of a curve to the left having a radius of 369.39 feet and a chord distance of North 63 degrees 59 minutes 58 seconds West 113.21 feet to the point of beginning, containing an area of 33,392 square feet of land, more or less.

BEING all the same land granted and conveyed unto Gunnar H. Buchhardt and Marion E. Buchhardt, his wife by deed dated January 28, 1972, from Bittorf Ford, Inc., a body corporate of the State of Maryland, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 62 folio 438.

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.

On the premises, located on Tackle Circle and Anchor Lane in Castle Marina Subdivision, Chester, Queen Anne's County, Maryland on Saturday November 4, 1972, beginning at the hour of 11:00 a.m., eastern Standard Time, unto William H. Bittorf, Sr. and Edith H. Bittorf, his wife

at and for the sum of Eighty Five Thousand Five Hundred Dollars ($85,500.00).

Lloyd E. Andrews
Auctioneer

Dated Nov 10, 1972

CHARLES E. SMITH Grasonville, Maryland 21638 Attorney	*	IN THE
	*	CIRCUIT COURT
Vs.	*	FOR
GUNNAR H. BUCHHARDT AND MARION E. BUCHHARDT Chester, Maryland 21619 Mortgagor	*	QUEEN ANNE'S COUNTY
	*	IN EQUITY
	*	CHANCERY NO. 5371

* * * * *

AFFIDAVIT OF PURCHASER

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

I HEREBY CERTIFY, That on this 6th day of November, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared William H. Bittorf and Edith H. Bittorf, his wife, Purchasers at the foreclosure sale of this cause and being duly authorized so to do, made oath in due form of law that they purchased all that lot, parcel or tract of land, with improvements, described in the Advertisement of Sale in this cause, as principals and not as agent for anyone, that no others are interested in said sale as principal or principals, and that they did not directly or indirectly discourage anyone from bidding on said property.

WITNESS MY HAND AND NOTARIAL SEAL.

BARBARA ANN SMITH NOTARY PUBLIC Queen Anne's Co. Md.

Barbara Ann Smith
NOTARY PUBLIC

My Commission Expires: 7/01/74.

Filed Nov 10, 1972

9

The Bay Times

P.O. Box 44, Stevensville, Md. 21666 ..... 11/9 ....., 1972

THE BAY TIMES, a body corporate, does hereby certify that the .....

Attorney's Sale

in the case/estate of .....

Buchhardt - Bittorf Ford Inc.

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 ..... 4 ..... successive weeks before the ..... 4th ..... day of ..... November ....., 1972, and that the first insertion of said advertisement in said BAY TIMES was on the ..... 12th ..... day of ..... Oct. ....., 1972, and the last insertion on the ..... 2nd ..... day of ..... Nov. ....., 1972

THE BAY TIMES

By Mary L. Rosenbeck

Filed Nov 10, 1972

ATTORNEY'S SALE OF VALUABLE FEE SIMPLE REAL ESTATE IN CHESTER MARYLAND

Under and by Virtue of the power of sale contained in a mortgage from Gunnar H. Buchhardt and Marion E. Buchhardt, his wife, to Bittorf Ford, Inc., dated January 28, 1972 and recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber C.W.C. No. 62, folio 430; default having occurred in the terms of said Mortgage, the undersigned attorney, being designated therein by name to exercise the power of sale in case of default, will offer at public auction on the premises, located on Tackle Circle and Anchor Lane in Castle Marina Subdivision, Chester, Maryland, Queen Anne's County, State of Maryland, at the hour of 11:00 o'clock A.M. Eastern Standard Time, on

SATURDAY, NOVEMBER 4, 1972

the following real estate to wit:

ALL that tract or parcel of land situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, as set forth and shown on a plat thereof, dated January 20, 1972, by Purdum and Jeschke, consulting Engineers and Surveyors, and more particularly described by metes and bounds, courses and distances, as follows, to wit:

BEGINNING for the same on the northernmost side of Tackle, Circle shown on a Plat of Section 1, Castle Marina Recorded among the Land Records of Queen Anne's County, Maryland in Plat Book T.S.P. 1, at folio 81 said point being 616.86 feet from the end of the fillet curve connecting the said northernmost line of Tackle Circle with the easternmost line of Cox Neck Road. Said 616.86 feet being measured along said northernmost line of Tackle Circle, thence by four lines of division as now drawn, the four following courses and distances, viz.:

1- North 17 degrees 11 minutes 10 seconds East 84.97 feet

2- North 58 degrees 00 minutes 00 seconds East 196.18 feet,

3- South 13 degrees 27 minutes 50 seconds East 184.66 feet, and

4- South 67 degrees 25 minutes 30 seconds West 143.74 feet to the above mentioned northernmost line of Tackle Circle, thence binding along the northernmost line of Tackle Circle in a northwesterly direction 113.65 feet by the arc of a curve to the left having a radius of 200.39 feet and a chord distance of North 63 degrees 59 minutes 58 seconds West 113.21 feet to the point of beginning, containing an area of 33,392 square feet of land, more or less.

BEING all the same land granted and conveyed unto Gunnar H. Buchhardt and Marion E. Buchhardt, his wife by deed dated January 28, 1972, from Bittorf Ford, Inc., a body Corporate of the State of Maryland, and recorded among the

Land Records of Queen Anne's County in Liber C.W.C. No. 62 folio 438.

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.

IMPROVEMENTS: Three story building consisting of modern restaurant, bar, kitchen and living quarters' known as "Castle Inn."

TERMS OF SALE: The purchaser(s) shall be required to pay Ten Percent (10%) of the purchase price in cash or by Certified check on the day of sale, the balance to be paid within Ten (10) days of the ratification of the sale by the Circuit Court of Queen Anne's County and to bear interest at six per cent (6%) from day of sale to day of settlement, or all cash on day of sale as the purchaser(s) may elect. Full possession will be given to the purchaser(s) upon ratification of the sale and payment of the purchase price. Taxes and other assessments and charges will be adjusted to the date of final settlement. All transfer expenses, including deeds, title papers, documentary stamps, transfer tax, and Notary Fees are to be paid by the purchaser(s).

At the time and place of sale, the purchaser(s) will be required to make Affidavit as required by Rule BR6b3 of the Maryland Rules of Procedure.

Charles E. Smith
Attorney named in Mortgage

Lloyd J. Andrew, Auctioneer

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CHARLES E. SMITH GRASONVILLE, MARYLAND 21638 Attorney	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
GUNNAR H. BUCHHARDT AND MARION E. BUCHHARDT CHESTER, MARYLAND 21619 Mortgagor	*	QUEEN ANNE'S COUNTY
	*	IN EQUITY
	*	CHANCERY NO. 5371

* * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE Report of Sale of Charles E. Smith, Attorney named in Mortgage from Gunnar H. Buchhardt and Marion E. Buchhardt, his wife, dated January 28, 1972, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. No. 62 folio 430, 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 a certified copy of said mortgage, his sworn statement as to the mortgage indebtedness and his bond given to the State of Maryland, executed by himself and the Hartford Accident and Indemnity Company, a body corporate, duly authorized by its charter to become sole surety on bonds of this character, as surety in the full and just sum of Eighty Five Thousand Dollars ($85,000.00), containing the conditions required by law relative to the foreclosure of mortgages under a power of sale contained therein.

THAT after having advertised the mortgaged premises for sale in accordance with the annexed Certificate of Advertisement in the Bay Times, 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, on the premises, located on Tackle Circle and Anchor Lane in Castle Marina Subdivision, Chester, Queen Anne's County, Maryland, at the hour of 11:00 A.M., Eastern Standared Time, on Saturday, November 4, 1972, and after having the Auctioneer cry the sale for a considerable length of time, and after reading the advertisement of sale, did sell all that lot, parcel or tract of land, together with the improvements thereon, situate, lying and being in the 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 William H. Bittorf, Sr. and Edith H. Bittorf, his wife they being then and there the highest bidder therefor, at and for the sum of Eighty Five Thousand Five Hundred Dollars ($85,500.00).

IN that the purchasers are the principal stockholders of the Corporate Mortgagee, this Attorney is confident that they will comply with the terms of sale and no down payment or security has been required. 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 Eighty Five Thousand Five Hundred Dollars ($85,500.00).

Respectfully submitted,

Charles E. Smith
Attorney named in Mortgage.

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S to wit:

I HEREBY CERTIFY, That on this 6th day of November, 1972, before the subscriber a Notary Public in and for Queen Anne's County, State of Maryland, personally appeared Charles E. Smith, 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 aforegoing 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 October 11, 1972, and that the status of the parties mentioned in said affidavit is the same as it was on the date of the filing of said affidavit.

BARBARA ANN SMITH NOTARY PUBLIC Queen Anne's Co., Md.

Barbara Ann Smith
My Commission Expires: 7/01/74.

Filed Nov 10, 1972

ORDER NISI ON SALE

CHARLES E. SMITH
Grasonville, Maryland 21638
Attorney
vs.
GUNNAR H. BUCHHARDT
and
MARION E. BUCHHARDT
Chester, Maryland 21619
Mortgagors

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

Cause No. 5371

ORDERED, this 10th day of November, 19 72, that the sale of the real property, made and reported in this cause by Charles E. Smith, Attorney named in Mortgage, be ratified and confirmed, on or after the 11th day of December, 19 72, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 4th day of December, 19 72.

The report states the amount of sales to be $ 85,500.00.

Charles W. Cecil Clerk

Filed November 10, 1972

The Bay Times

(17)

P.O. Box 44, Stevensville, Md. 21666 ..... 12/20 ..., 1972

THE BAY TIMES, a body corporate, does hereby certify that the .....
Order Nisi
in the case/estate of .....
Gunnar H. Buchhardt
vs.
Marion E. Buchhardt

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 ...3... successive weeks before the ...11th... day of ...December..., 1972, and that the first insertion of said advertisement in said BAY TIMES was on the ...12th... day of ...Nov..., 1972, and the last insertion on the ...23rd... day of ...Nov..., 1972.

THE BAY TIMES

By Mary L. Kennedy

Filed Dec 21, 1972

ORDER NISI
ON SALE
CHARLES E. SMITH
Grasonsville, Maryland
21638
Attorney
vs.
GUNNAR H.
BUCHHARDT
and
MARION E. BUCHHARDT
Chester, Maryland 21619
Mortgagors
In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 5371

ORDERED, this 10th day of November, 1972, that the sale of the real property, made and reported in this cause by Charles E. Smith, Attorney named in Mortgage, be ratified and confirmed, on or after the 11th day of December, 1972, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 4th day of December, 1972.

The report states the amount of sales to be $85,500.00.

CHARLES W. CECIL
Clerk

Filed November 10, 1972
TRUE COPY TEST
Charles W. Cecil
Clerk

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CHARLES E. SMITH Grasonville, Maryland 21638	#	IN THE
Attorney	#	CIRCUIT COURT
Vs.	#	FOR
GUNNER H. BUCHHARDT AND	#	QUEEN ANNE'S COUNTY
MARION E. BUCHHARDT Chester, Maryland 21619	#	IN EQUITY
Mortgagors	#	CHANCERY NO. 5371

* * * * *

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 Charles E. Smith, 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 therefor to the Auditor.

26 Dec. 72

Filed Dec 26, 1972

B. Hackl Turner Jr.
JUDGE

CHARLES E. SMITH GRASONVILLE, MARYLAND Attorney	*	IN THE CIRCUIT COURT
Vs.	*	FOR
GUNNAR BUCHHARDT AND MARION E. BUCHHARDT CHESTER MARYLAND Mortgagor	*	QUEEN ANNE'S COUNTY IN EQUITY CHANCERY NO. 5371

* * * * *

STATEMENT FOR AUDITOR

PROCEEDS OF SALE		$ 85,500.00
Charles E. Smith Fee	$ 4,425.00 WAIVED	$ 4,425.00
Charles W. Cecil, Clerk Advance Court Costs	$ 15.00	$ 15.00
Charles W. Cecil, Clerk Court Costs Appearance Fee	$ $ 10.00	
Fidelity And Deposit Company of Maryland Bond Premium	$ 340.00	$ 340.00
Bay Times Notice of Sale Order Nisi	$ 145.00 $ 12.00	$ 157.00
Lloyd J. Andrew Crying Sale	$ 200.00	$ 200.00
U.S. Post Office Mailing Certified Letter	$ .45	$ .45
J. Thomas Clark, Auditor Audit	$	$
Bittorf Ford Partial payment on indebtedness	$	$

RECEIPTS AND STATEMENTS ATTACHED.

Charles E. Smith
Charles E. Smith

Filed Feb 16, 1973

LIBER 7 PAGE 514

DATE October 20, 1972 INVOICE

W. M. Freestate Agency

Complete Insurance Service

Lawyers Row

Phone 758-0757 CENTREVILLE, MD. 21617

TO
Mr. Charles E. Smith, Attorney
Grasonville
Maryland 21638

MORTGAGEE:

RENEWAL DATE	POLICY NUMBER	COMPANY	PROPERTY AND COVERAGE	AMOUNT	PREMIUM
Oct. 13, '73	4152477	Hart. A&I.	Trustee's Bond Gunnar H. Buchhardt & Marion E. Buchhardt vs. Bittorf Ford, Inc.	$85,000.	$340.00

RECEIVED PAYMENT 1-17-73 W. M. FREESTATE AGENCY 105 Lawyers Row Centreville, Maryland 21617 By

R. N. CO. PTO. IN

RECEIPT SENT ON REQUEST

Filed Oct 16, 1973

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

No. 876411

SENT TO Gunnar H. Buchhardt and Marion E. Buchhardt

STREET AND NO.

P.O., STATE AND ZIP CODE Chester, Maryland 21617

POSTMARK OR DATE GRASONVILLE, OCT 18 P.M. 1972 21

OPTIONAL SERVICES FOR ADDITIONAL FEES

RETURN RECEIPT SERVICES
1. Shows to whom and date delivered ..... 15¢
With delivery to addressee only ..... 65¢
2. Shows to whom, date and where delivered .. 35¢
With delivery to addressee only ..... 85¢

DELIVER TO ADDRESSEE ONLY ..... 50¢

SPECIAL DELIVERY (extra fee required) .....

PS Form Apr. 1971 3800 NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL (See other side)

★ GPO: 1970 O-397-458

Filed Oct 16, 1973

Statement

FROM Lloyd J. Andrew
Auctioneer
Centreville Md. 21617 2-1 1973

TO Mr. Charles E. Smith
ADDRESS Attorney at Law
CITY Grasonville Md. 21638

TERMS

		Crying sale of Buchhardt Property	$200.00	
		Received Payment 2-5-73 Lloyd J. Andrew		
		thank you		
		Filed Feb 16, 1973		

PHONE: 643-5000

BAY TIMES

STEVENSVILLE, MARYLAND

21666

TO Charles E. Smith Atty.
Grasonville,
Md.

Attorney Sale -- Buchhart -
Oct 12, 19, 26, Nov. 2, 1972
2X14½ each date
116 in. @ $1.25 per in — $145.00

Order Nisi — Cause No. 5371
Nov. 16, 23. 1972 — 12.00
$157.00

Pd Bill
J.L.R.

Filed Feb 16, 1973

LIBER 7 PAGE 515

15

CHARLES E. SMITH
Attorney named in Mortgage
Grasonville, Maryland 21638

vs

GUNNAR BUCHHARDT and
MARION E. BUCHHARDT
Chester, Maryland 21619

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5371

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 Charles E. Smith, Attorney named in Mortgage, wherein it appears that the proceeds of sale are insufficient to pay the expenses of the sale and the mortgage debt. Bittorf Ford, Inc., received the sum of $80,213.55.

2. That in the within account, Charles E. Smith, Attorney named in Mortgage and vendor, is charged with the proceeds of sale mady by him, and he is allowed thereafter a sum for commissions, several court costs, the premium on the corporate bond, an amount for auctioneer's fee for crying sale, the several advertising costs, the costs for U. S. Postal costs, and the fee and expenses of your auditor, and the balance was credited toward the mortgage indebtedness.

Respectfully submitted,

J Thomas Clark
Auditor

April 19, 1973

Cause No. 5371

The proceeds of the sale of land reported in this cause, in account with Charles E. Smith, Attorney, named in Mortgage, of the mortgage foreclosed in these proceedings (and vendor of said land)

Cr.

1972 Dec. 26	By gross proceeds of the sale of said land, per report of said vendor, to wit:----------	$85, 500.00

Dr.

To Charles E. Smith, Attorney named in Mortgage (and vendor), per terms of mortgage, fee for services waived, commission for making sale, taken		$4,425.00
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	$49.00	
2. Appearance fee of Charles E. Smith, Attorney	10.00	59.00
To do., for an amount paid W. M. Freestate Agency for Trustee's bond, per receipt exhibited, to wit:		340.00
To do., Bay Times, per receipt exhibited, to wit:		
1. Advertising sale	$145.00	
2. Order Nisi	12.00	157.00
To do., for amount paid Lloyd J. Andrew, Auctioneer, for fee for crying sale		200.00

April 19, 1973

J Thomas Clark
Auditor

To do., for amount paid U. S. Post Office for mailing letter by Certified Mail		$ .45	
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	45.00	90.00	
To Bittorf Ford, Inc		$80213.55	
		$85500.00	$85500.00

April 19, 1973

J Thomas Clark
Auditor

Filed April 19, 1973

16

CHARLES E. SMITH
Grasonville, Maryland 21638

vs

GUNNAR BUCHHARDT and
MARION E. BUCHHARDT,
Chester, Maryland 21619

IN THE CIRCUIT COURT C

FOR QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5371

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on April 19, 1973, the date the audit in the above entitled cause was filed in this Court, that he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

Charles E. Smith,
Attorney named in Mortgage
Grasonville, Maryland 21638

Bittorf Ford, Inc.
c/o Charles E. Smith, Esquire
Grasonville, Maryland 21638

Gunnar Buchhardt and
Marion E. Buchhardt, his wife
Chester, Maryland 21619

Pursuant to Rule 12d, Rules of the Second Judicial Circuit of Maryland, a copy of the audit duly certified by the undersigned, was mailed to each of the above named persons at the above stated addresses, and pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on April 19, 1973, with the Clerk of the Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before May 3, 1973, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on May 4, 1973.

J. Thomas Clark
J. Thomas Clark
Auditor

Filed April 19, 1973

LIBER 7 PAGE 500

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NISI RATIFICATION OF AUDIT

CHARLES E. SMITH Attorney named in Mortgage vs. GUNNAR BUCHHARDT and MARION E. BUCHHARDT Mortgagors	In the Circuit Court for Queen Annc's County In Equity Cause No. 5371

ORDERED, this 19th day of April, 19 73, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 7th day of May, 19 73, unless cause to the contrary thereof be 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~~ notice is given in manner provided by Maryland Rule 595 g to persons entitled thereto.

Charles W Cecil Clerk

Filed April 19, 1973

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CHARLES E. SMITH, Attorney named in Mortgage vs GUNNAR BUCHHARDT and MARION E. BUCHHARDT Mortgagors	In the Circuit Court for Queen Anne's County In Equity Cause No. 5371

FINAL RATIFICATION OF AUDIT

ORDERED, by the Court that the account of the Auditor is finally ratified and confirmed, and Charles E. Smith, Attorney is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Dated: May 7, 1973

Charles W Cecil
Clerk of the Circuit Court for Queen Anne's County.

Filed May 7, 1973

QUEEN ANNE'S COUNTY, TO WIT: Be itremembered that on this Twenty-sixth Day of September, in the year nineteen hundred and sixty-nine, the following Petition For Sale of Real Estate was brought to be recorded: -----

G. A. MCKINNEY and PAULA VIRGINIA MCKINNEY, his wife, Ingleside, Maryland, next of friend of Brenda McKinney, Minor, Plaintiffs	:	IN THE CIRCUIT COURT FOR
vs.	:	
BRENDA MCKINNEY, minor Ingleside, Maryland, Defendant.	:	QUEEN ANNE'S COUNTY IN EQUITY, NO. 5079

Petition For Sale of Real Estate

To The Honorable, The Judges of Said Court:

The Petition of G. A. McKinney and Paula Virginia McKinney, his wife, respectfully represents:

(1) That the Petitioners are the natural parents of Brenda McKinney, their minor daughter, and there is no legal guardian for said daughter.

(2) That Brenda McKinney, minor, is seized and possessed of a fee simple interest in the following described property, to wit:

> All that lot or parcel of land situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, on the south side of the State Road leading from Robert's Station to the Village of Ingleside, known as the "James H. Clough Property", containing 1 3/4 acres of land, more or less;

by virtue of a devise from Alice Plugge to the said Brenda McKinney, by the Last Will and Testament of Alice Plugge, recorded in Liber ECW No. 2, folio 137, a Will Record Book for Queen Anne's County.

(3) That said property is improved by a frame house, but said improvements and property have not been occupied for over five (5) years, and are unfit for human habitation.

(4) That your Petitioners have an offer to sell property unto Joseph Covington and Shirley Covington, his wife, for the sum of $1,500., a copy of said Contract being attached hereto and marked "Petitioner's Exhibit 'No. 1' ".

(5) That said property does not produce any income to the minor, Brenda McKinney, is deteriorating and represents an expense to the minor; that it would be to the best interest and advantage of the minor, Brenda McKinney, to sell said property for the offer set forth in Exhibit No. 1.

TO THE END THEREFORE, YOUR PETITIONERS PRAY:

(1) That a Decree may be passed by this Honorable Court for the sale of said real estate and a trustee appointed to make same.

(2) That the proceeds of said sale after costs and expenses incident thereto, shall be held for the benefit of said Minor under further Order of this Court.

ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
758-1660

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

Robert R. Price, Jr.
Robert R. Price, Jr.,
Attorney for the Plaintiffs
103 Lawyer's Row
Centreville, Md.
Phone: 758-1660

G. A. McKinney
G. A. McKinney

Paula Virginia McKinney
Paula Virginia McKinney,
his wife.

STATE OF ARKANSAS
CITY/COUNTY Mississippi County : TO WIT:

I HEREBY CERTIFY, that on this 12 day of Sept, 1969, before me, the Subscriber, a Notary Public of the State and County/City aforesaid, personally appeared G. A. McKinney and Paula Virginia McKinney, his wife, and each made oath in due form of law that the matters and facts stated herein are true and correct according to the knowledge and belief.

WITNESS my hand and Notarial Seal.

(Seal)

Sylla Pettit
Notary Public
My commission expires: Feb 7, 1971

Filed Sept 26, 1969

ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
758-1660

N/

G. A. MCKINNEY and PAULA VIRGINIA MCKINNEY, his wife, Ingleside, Maryland,	:	IN THE
Plaintiffs	:	CIRCUIT COURT
vs.	:	FOR QUEEN ANNE'S COUNTY
BRENDA MCKINNEY, minor Ingleside, Maryland,		
Defendant.	:	IN EQUITY, NO. 5079

PETITION FOR GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of G. A. McKinney and Paula Virginia McKinney, next of friends of Brenda McKinney, minor, by their attorney, Robert R. Price, Jr., respectfully represents:

(1) That Brenda McKinney, minor, is presently residing in Arkansas, and is not within jurisdiction of this Court, not does she have a legal guardian or committee within jurisdiction of this Court.

(2) Pursuant to Rule 205, c, 2, your Petitioners do request this Court to appoint a guardian ad litem to answer and defend this cause.

WHEREFORE, Your Petitioner prays this Honorable Court to pass an Order appointing some suitable person within the jurisdiction of this Court as Guardian Ad Litem for Brenda McKinney with instructions to said Guardian Ad Litem to Answer and defend the said suit for said infant.

AND AS IN DUTY BOUND, ETC.

Robert R. Price Jr.
Robert R. Price, Jr.
Solicitor for the Plaintiffs

Filed Sept 26, 1969

ORDER OF COURT

UPON the aforegoing Petition, IT IS ORDERED this 29th day of September, 1969, by the Circuit Court for Queen Anne's County, and by the authority of said Court, that Marcia Collier, of Queen Anne's County, Maryland, be, and she is hereby appointed Guardian Ad Litem of Brenda McKinney, infant, with instructions to her to answer and defend the suit instituted against said infant by Bill of Complaint filed in this Cause.

B. Hackett Turner
JUDGE.

Filed Sept 29, 1969

ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
758-1660

LIBER 7 PAGE 524

Circuit Court For Queen Anne's County

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EQUITY SUMMONS:

Oct. Return Day

File No. 5079 Chy.

Docket C.W.C. #2, fol. 109

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

TO: Brenda McKinney, minor
Ingleside, 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

G.A. McKinney and
Paula Virginia McKinney, his wife
Ingleside, Maryland

Issued the 29th day of September 19 69

Witness the Honorable H. De Wood Carter, Chief Judge of the Second Judicial Circuit of Maryland.

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Robert R. Price, Jr.
ADDRESS: 103 Lawyer's Row, Centreville, Md.
Phone: 758-1660

NAME:

ADDRESS:

Charles W. Cecil
Clerk
(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE October 21, 19 69, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Sept 30, 1969

Summons served on Marcia Collier, Guardian Ad Litem of Brenda McKinney, Infant. and a copy of the summons, petition for sale of real estate, petition for Guardian Ad Litem and order of the Court left with Marcia Collier this 30th day of September, 1969.

Alfie M. Butler
Deputy Sheriff for Queen Anne's County

Filed Sept 30, 1969

5

G. A. MCKINNEY and PAULA VIRGINIA MCKINNEY, his wife, Ingleside, Maryland next of friend of Brenda McKinney, Minor,	:	IN THE
	:	CIRCUIT COURT
Plaintiff	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
BRENDA MCKINNEY, Ingleside, Maryland,	:	IN EQUITY, NO. 5079
Defendant.		

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Brenda McKinney, infant, under the age of 21 years, by Marcia Collier, her Guardian Ad Litem to the Bill of Complaint exhibited against her in said Cause, says:

That the Defendant neither admits nor denies any of the matters or things alleged in the Bill of Complaint and being an infant of tender years, submits her rights to the protection of this Honorable Court.

Respectfully submitted,

Marcia Collier
Marcia Collier,
Guardian Ad Litem

I HEREBY CERTIFY, that on this 16th day of October, 1969, I served a copy of the Answer on Robert R. Price, Jr., Attorney for the Plaintiffs herein, by leaving a copy at his law office, 103 Lawyer's Row, Centreville, Maryland.

Marcia Collier
Guardian Ad Litem.

Filed Oct. 16, 1969

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ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
758-1660

LIBER 7 PAGE 5[illegible]

6

G. A. MCKINNEY and PAULA MCKINNEY, his wife, next of friend of BRENDA MCKINNEY, MINOR.	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY
VS.		
BRENDA MCKINNEY, MINOR.	:	IN EQUITY, NO. 5079

TESTIMONY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned, Edward Turner, one of the standing Examiners for the Circuit Court for Queen Anne's County, at the request of Robert R. Price, Jr., Solicitor for the Plaintiff, herein, did, at the office of Robert R. Price, Jr., 103 Lawyer's Row, Centreville, Maryland, on Friday, October 24, 1969, at 10:30 A.M., after swearing the witnesses, Harper Starkey and Charles Weedman, and the stenographer, Marcy F. Collier, and on the 14th day of November, 1969, after swearing Robert R. Price, Jr., one of the witnesses, proceed to take their depositions on each respective date, and further certify that Edward Turner, Examiner herein, was present at the taking of said depositions.

Edward Turner

Edward Turner, Examiner.

Nov. 20. 1969

Filed.

ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
758-1660

The first witness, Harper Starkey, on behalf of the Plaintiff herein, who being first sworn according to law, did hereby depose and say, as follows:

Q. State your name, age and address.

A. Harper Starkey, 63 years old, Sudlersville, Maryland.

Q. Mr. Starkey, what is your employment?

A. I am a State and County Tax Assessor.

Q. How long have you been in this employment?

A. 9 1/2 years.

Q. In this position, do you appraise property?

A. Yes.

Q. Are you familiar with the county assessments in the Ingleside area?

A. Yes.

Q. Are you familiar with the property situated on the county road from Ingleside to Robert's Station, assessed to Brenda McKinney, minor?

A. Yes.

Q. Would you describedthis property as to acreage and improvements?

A. Well, it has approximately 1 1/4 acres with a dwelling. This dwelling is not liveable. The doors and windows are gone. It has a old shop on it which is almost down. There is no plumbing, no heat, no conveniences whatever.

Q. To your knowledge, is there any income derived to the owner from this property?

A. No.

Q. Would you give your opinion as to the market value of this property?

A. Yes, I would say $1,500.

Q. Would it be your opinion that it would be to the best interest of the herein minor to sell this property?

A. Yes, it would I think. It is beyond repair and no income is received from it.

ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
758-1660

This second witness, Charles Weedman, on behalf of the Plaintiff, herein, who being first sworn according to law, did depose and say, as follows:

Q. State your name, age and address.

A. Charles Weedman, 52, Sudiersville, Maryland.

Q. Mr. Weedman, what is your employment?

A. I am a State and County Tax Assessor.

Q. How long have you been in this employment?

A. Approximately 4 1/2 years.

Q. In this position, do you appraise property?

A. Yes.

Q. Are you familiar with the county assessments in the Ingleside area?

A. Yes.

Q. Are you familiar with the property situated on the county road from Ingleside to Robert's Station, assessed to Brenda McKinney, minor?

A. Yes.

Q. Would you describedthis property as to acreage and improvements?

A. Mr. Starkey has described the property very well. It is in very pporccondition with doors and windows all broken out.

Q. Mr. Weedman, what in your opinion is the market value of this property?

A. Around $1,500.

Q. Would it be your opinion that it would be to the best interest of the herein minor to sell this property?

A. In my opinion it would be because she could invest the money from the sale, and derive some income from same.

The third witness, Robert R. Price, Jr., on behalf of the Plaintiff herein, who being first sworn according to law, did depose and say, as follows:

1. That he knows Brenda Marie McKinney personally and that she is eighteen (18) years of age, as of April 1, 1969. Attached hereto as "Testimony Exhibit A" is a certified copy of her birth certificate.

ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
758-1660

2. That Brenda McKinney is vested solely of a fee simple interest in the property described in this proceedings as evidenced by a certified copy of the Last Will and Testament of Alice Plugge, deceased, marked "Testimony Exhibit B" and that said real estate is further described in a deed to Louis and Alice Plugge, (both deceased) from James H. Clough, dated February16, 16, 1943, and recorded in Liber A. S. G. Jr. No. 7, folio 281, of the Land Records of Queen Anne's County, a copy of said deed marked, "Testimony Exhibit C" being filed herewith.

3. That he was the Executor of the Last Will and Testament of Alice Plugge and that the property herein described as not at the time of Alice Plugge's death, October 27th, 1964, returning any income whatsoever nor has it since that date to this and said property is rapidly deteriorating.

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

Edward Turner, Examiner----------	$ 10.00
Marcy F. Collier, Steno.----------	15.00
Harper Starkey, witness----------	10.00
Charles Weedman, witness----------	10.00

And I further certify that said depositions were commenced at 10:00 A.M. and completed at 11:00 A.M. on the 24th day of October, 1969; and commenced 10:00 A.M. and completed at 10:20 A.M. on the 14th day of November, 1969.

Edward Turner

Edward Turner, Examiner.

Filed Nov. 20. 1969

LIBER 7 PAGE [illegible]

AUG--8-68 B62644 CC163242 A -- -- PD$$$1.00

No. CC 163242

THIS IS A RECEIPT ONLY IF VALIDATED IN THIS SPACE BY COUNTY CLERK'S REGISTER

OFFICE OF

TEXAS DEPARTMENT OF HEALTH
BUREAU OF VITAL STATISTICS
CERTIFICATE OF BIRTH

165336

STATE OF TEXAS

BIRTH NO. 142- 381-83-0915

1. PLACE OF BIRTH a. COUNTY: Harris b. CITY OR TOWN (If outside corporate limits, write RURAL and give precinct no.): Houston c. FULL NAME OF HOSPITAL OR INSTITUTION (If NOT in hospital or institution, give street address or location): Park View Hospital	2. USUAL RESIDENCE OF MOTHER (Where does mother live?) a. STATE: Texas b. COUNTY: Harris c. CITY OR TOWN (If outside corporate limits, write RURAL and give precinct no.): Houston d. STREET ADDRESS (If rural, give location): 2501 Galveston Rd.

3. CHILD'S NAME (Type or print) a. (First): Brenda b. (Middle): Marie c. (Last): McKinney

4. SEX: Female | 5a. THIS BIRTH: SINGLE [X] TWIN [ ] TRIPLET [ ] | 5b. IF TWIN OR TRIPLET (This child born): 1ST [ ] 2ND [ ] 3RD [ ] | 6. LEGITIMATE? Yes | 7. DATE OF BIRTH: April 1, 1951

FATHER OF CHILD

8. FULL NAME a. (First): G. b. (Middle): A. c. (Last): McKinney | 9. COLOR OR RACE: White

10. AGE (At time of this birth): 21 YEARS | 11. BIRTHPLACE (State or foreign country): Arkansas | 12a. USUAL OCCUPATION: Soldier | 12b. KIND OF BUSINESS OR INDUSTRY: Air Force

MOTHER OF CHILD

13. FULL MAIDEN NAME a. (First): Paula b. (Middle): Virginia c. (Last): Mugge | 14. COLOR OR RACE: White

15. AGE (At time of this birth): 20 YEARS | 16. BIRTHPLACE (State or foreign country): Maryland | 17a. USUAL OCCUPATION: Housewife | 17b. KIND OF BUSINESS OR INDUSTRY: None

18. CHILDREN PREVIOUSLY BORN TO THIS MOTHER (Do NOT include this child)

a. How many OTHER children are now living?	b. How many OTHER children were born alive but are now dead?	c. How many OTHER children were stillborn (born dead after 20 weeks pregnancy)?
0	0	0

19a. INFORMANT: Paula V. McKinney
19b. ADDRESS: 2501 Galveston Rd

20. I hereby certify that I attended the birth of this child who was born alive on the date stated above at 9:02 P.M.

21a. ATTENDANT'S SIGNATURE: [illegible]
21b. ATTENDANT AT BIRTH: M.D. [X] D.O. [ ] MIDWIFE [ ] OTHER (Specify)
21c. ATTENDANT'S ADDRESS: 7444 Harrisburg Blvd.
21d. DATE SIGNED: 1-2-51

22a. REGISTRAR'S FILE NO.: 04997
22b. DATE REC'D BY LOCAL REGISTRAR: APR 3 1951
22c. REGISTRAR'S SIGNATURE: [illegible]

NOTE THE INFORMATION CALLED FOR ON THE REVERSE SIDE

Fed Mar 20, 1945

MAY 8 1951

THE STATE OF TEXAS)
COUNTY OF HARRIS)
I hereby certify that the above and foregoing is a full true, and correct photographic copy as prescribed by law of the original record now in my lawful custody and possession, filed on the date stamped thereon and as the same is recorded in the Recorder's Records in my office under the file number stamped thereon. I hereby certify on

AUG 8 1968

R. E. TURRENTINE, JR.
COUNTY CLERK
HARRIS COUNTY, TEXAS
Kathleen Smith
Deputy

Testing Exhibit A

LIBER 7 PAGE 520

8

LAST WILL AND TESTAMENT

OF

ALICE MARIE PLUGGE

I, AliceMarie Plugge, of Queen Anne's County, State of Maryland. being of sound and disposing mind, memory and understanding do make, publish and declare this as and for my Last Will and Testament, hereby revoking any and all Wills and Codicils heretofore made by me.

Item No. One: I direct my Executors, hereinafter named, to pay all my just debts and expenses of my last illness and burial.

Item No. Two: I give and devise my residence, home place in Ingleside, Maryland,unto my daughter, Paula Virginia McKinney also known as Pauline Virginia McKinney and husband, G. A. McKenney, jointly.

ItemNo. Three: I give and devise my property known as the "blacksmith shop" consisting of the shop and house unto Paul Franklin Plugge and Olive Plugge,his wife, jointly.

Item No. Four: I give and devise my house in Ingleside known as "Clough Property" unto my granddaughter, Brenda Marie McKinney.

Item No. Five: I direct my Executors, hereinafter named to sell at public or private sale in their sole discretion my farm known as "Crows Nest" and my lot known as the "Stansbury Lot, both in Queen Anne's County and from the proceeds therefrom to pay the following bequests.

Unto Catherine Stout the sum of $100.00
Unto Alice Tribbett the sum of $500.00
Unto Alice Perry, niece, the sum of $500.00
Unto Palmer & Floreme Council, the sum of $500.00 (joint
Unto Herbert A. Willis, the sum of $500.00
Unto Emma Schtonhauer, the sum of $500.00
Unto Olive Plugge, the sum of $1,000.00
Unto Irene & Bill Williams, the sum of $1,000.00(jointly)
Unto Trinity Lutheran Church, Chestertown, Maryland, the sum of $1,000.00

The balance of the proceeds of sale to become part of the rest and residue of my estate.

The rest and residue of my estate whatsoever kind and nature I do give and bequeath to my daughter, Paula Virginia McKinney outright knowing that she will use the same to take care of and benefit her children, Gregory Alan, Glenda Arlene and Karen Sue, as well as. any other children she may have.

I hereby appoint Herbert A. Willis and Robert R. Price. Jr. as Executors of this my Last Will and Testament. They to have the power of sale above set forth and do further state the bequest made to Herbert A. Willis to be in addition to any fees he may be allowed as Executor.

In Testimony Whereof, I have hereunto subscribed my name and affixed my seal this 27th day of October, 1964.

Alice Marie Plugge (SEAL)
ALICE MARIE PLUGGE.

ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
758-1000

Testimony Exhibit "B"

Filed Nov. 29. 1969

LIBER 7 PAGE 532

SIGNED, SEALED, PUBLISHED AND DECLARED by the herein named Testatrix, as and for her Last Will and Testament, in the presence of us, who, at her request, in her presence and in the presence of each other, believing her to be of sound anddisposing mind, memory and understanding, hereunto subscribe our names as witnesses the day and year first mentioned.

NAMES:	ADDRESSES:
Robert R Price Jr	Centreville Maryland
Mary D. Corrin	Centreville Maryland

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

On the 6th day of November A. D., 19 64, came Robert R. Price, Jr., Esq., Centreville, Maryland, Custodian of the within and aforegoing instrument of writing purporting to be the last Will and Testament of ALICE MARIE PLUGGE, late of Queen Anne's County, deceased, and made oath in due form of law, that the aforegoing is the true and whole Will of said deceased, that has come to his hand and possession, and that he does not know nor has he heard of any other and that he received the same from The Sudlersville Bank of Maryland

on or about 6th day of November A. D. 19 64.

Sworn before

Harry E. Corrin

Register of Wills of Queen Anne's County, Md.

758-1660

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

On the 9th day of November 19 64, came Robert R. Price, Jr., and Marcy F. Collier of Centreville, Maryland, the two subscribing witness es to the aforegoing last Will and Testament of ALICE MARIE PLUGGE, late of Queen Anne's County, deceased, and made oath in due form of law, that they did see the Testa trix 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 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 s as witness es 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 aforegoing Instrument of Writing, purporting to be the last Will and Testament of ALICE MARIE PLUGGE, 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~~ 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 November, A. D., 19 64, that the same be admitted in this Court as the true and genuine last Will and Testament of the said ALICE MARIE PLUGGE, deceased.

Register of Wills of Queen Anne's County, Md.

~~Judges of the Orphans' Court of Queen Anne's County, Maryland~~

Form # 2

LIBER 7 PAGE 534

In the Orphans' Court for Q[illegible] a Anne's County, Maryland, Set:

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and aforegoing is a true copy of Last Will and Testament of ALICE MARIE PLUGGE, deceased late of Queen Anne's County,

as filed and passed in this office on November 9, 1964

and recorded in Liber E.C.W. No. 2 Folio 137

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 13th day of November 19 69.

Madlyn E. Wootten

Register of Wills for Queen Anne's County, Maryland

Filed Nov. 20. 1969

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::::::::::::::::::::::::::::::::::::::

#21,691. QUEEN ANNE'S COUNTY, TO WIT:

Be it remembered that on the Sixteenth day of February, in the year nineteen hundred and forty three, the following Deed was brought to be recorded, to wit:-

One-Ten Cent and One-One Dollar
Int. Rev. Stamps. Endorsed J H C
16 Feb. 1943

One-Fifty Cent, One-Twenty Cent and
One-Ten Cent Recordation Tax Stamps.
Endorsed J H C 2-16-43

THIS DEED, made this sixteenth day of February in the year nineteen hundred and forty three between James H. Clough, unmarried widower, of Queen Anne's County in the State of Maryland, party of the first part and Louis Plugge and Alice M. Plugge, his wife, of the same place, parties of the second part,

WITNESSETH:

THAT the party of the first part for and in consideration of the sum of Eight Hundred and Fifty Dollars, to him in hand paid by the parties of the second part at or before the delivery of these presents, the receipt of which is hereby acknowledged, does hereby grant and convey unto them, the parties of the second part, said Louis Plugge and Alice M. Plugge, his wife, their heirs and assigns forever as tenants by the entireties,

ALL that lot or parcel of land formerly called or known as "The Robert E. and Susan A. Graham Property" and now called or known as "The James H. Clough Property" situate, lying and being in or near the village of Ingleside in the Second Election District of Queen Anne's County in the State of Maryland and on the south side of the State Road leading from Robert's Station on the Railroad to said village of Ingleside and bounded on the north by said road and bounded on the east, south and west by the other land of the parties of the second part (which land is hereinafter referred to as the "Plugge Land") and contained within the following metes and bounds, courses and distances, according to the certificate of survey and plat made January 2nd, 1930 by John C. Turner, surveyor and recorded in the land record book hereinafter mentioned on folio 438, to wit: BEGINNING for the same at a point on the south side of said State Road at a corner for said Plugge Land and running thence with said land South 40 degrees west, 12.8 perches to a stone; thence still with said Plugge Land South 36 degrees east, 20.28 perches to a stone; a corner for said Plugge Land; thence North 47 1/2 degrees east 14.8 perches to the south side of the said State Road and thence with the south line of said State Road North 42 degrees west, 21.8 perches to the place of beginning, containing 1 3/4 acres of land, more or less; and being the same land granted and conveyed unto the party of the first part by James A. Graham and others by deed dated January 15th, 1930 and recorded in Liber B. H. T. No. 10 a land record book of said county at folio 476.

TOGETHER with the buildings and improvements thereon and all the roads, rights, ways, waters and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the land and premises above described unto the parties of the second part, their heirs and assigns in fee simple as tenants by the entireties and for no other purpose or intent.

AND the party of the first part covenants that he will warrant specially the property hereby granted and conveyed; that he is seised of said land; that he has done no act to encumber said property and that he will execute such further assurances of said land as may be requisite.

IN TESTIMONY WHEREOF the party of the first part has hereunto affixed his name and his seal the day and year first hereinabove written.

JAMES H. CLOUGH (SEAL)
James H. Clough

Test: EDWARD O. WILLIS
Edward O. Willis

State of Maryland, Queen Anne's County, to wit: I hereby certify that on this sixteenth day of February in the year nineteen hundred and forty three before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared James H. Clough, the above named grantor and he did acknowledge the aforegoing DEED to be his act.

IN WITNESS WHEREOF I do hereunto subscribe my name and affix my seal Notarial the day and year above written.

EDWARD O. WILLIS
Edward O. Willis

NOTARY PUBLIC.

Notary
Public
Seal.

::

#21,692. QUEEN ANNE'S COUNTY, TO WIT:

Be it remembered that on the Seventeenth day of February, in the year nineteen hundred

Testimony Exhibit "C"
Filed Nov. 20. 1969

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G. A. McKINNEY AND	:	IN THE CIRCUIT COURT
PAULA VIRGINIA McKINNEY Plaintiffs	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
BRENDA McKINNEY Defendant	:	IN EQUITY NO. 5079

DECREE

UPON THE Petition, testimony and exhibits having been read and considered:

IT IS THEREUPON, this 5th day of December, 1969, 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 shall be sold in accordance with the terms of the Contract of Sale, filed as "Petitioner's Exhibit No. 1" herein, it appearing that the sale of same at the agreed terms would be to the best interest and advantage of the Defendant, and that Robert R. Price, Esq., of Queen Anne's County, State of Maryland, be and he is hereby appointed Trustee to make said sale.

AND IT IS FURTHER ADJUDGED, ORDERED and DECREED, that before proceeding to make the conveyance hereunder, said Trustee shall first file with the Clerk of Court of Queen Anne's County a bond to the State of Maryland, to be executed by himself, with surety or sureties thereon to be approved by the Court, or the Clerk thereof in the penalty of Two Thousand Dollars ($2000.00) if corporate surety is given, conditioned on the faithful performance of the trust imposed in him by this Decree or which may be reposed in him by any future decree or order in the premises.

AND SAID TRUSTEE upon full payment of the purchase money, and not before, shall convey to the purchaser's 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.

ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
758-1660

SAID TRUSTEE shall bring into Court all of the monies arising from said sale to be disposed of under the direction of this Court, after deducting therefrom the costs of the proceeding, the expense of said sale commissions, as set forth in the Exhibt No. 1, and such commissions to the Trustee as this Court shall deem proper.

B. Hackett Turney Jr.
JUDGE.

Filed Dec. 5. 1969

ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
758-1660

RECEIVED FOR RECORD Dec. 24, 1969

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE, MD. 21203

KNOW ALL MEN BY THESE PRESENTS:

That we, Robert R. Price, Esquire, of Queen Anne's County, Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of TWO THOUSAND ($2,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 23rd day of December in the year of our Lord one thousand nine hundred and sixty- nine

WHEREAS, the above bounden Robert R. Price, Jr., Esquire by virtue of a decree of the Honorable the Judge of the Circuit Court of for Queen Anne's County, has been appointed Trustee to sell in terms of the Contract of Sale, filed as Petitioner's Exhibit No. 1"

mentioned in the proceedings in the case of G. A. McKINNEY AND PAULA VIRGINIA McKINNEY Plaintiffs

vs.

BRENDA McKINNEY Defendant

now pending in said Court: Chancery No. 5079

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Robert R. Price, Esquire

do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

Robert R Price (SEAL)
Robert R. Price

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Marcy J. Collier *As to Surety* By Marilu H. Thompson *Attorney-in-Fact*

Surety approved and Bond filed Dec. 24, 1969.
Charles W Cecil Clerk

Trustee's Bond

LIBER 1 PAGE 343

LIBER 7 PAGE 539

LIBER 7 PAGE 540

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 343, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe myname and affix the Seal of Circuit Court for Queen Anne's County this 30th day of January in the year nineteen hundred and seventy.

Charles a. Cecil

Clerk of the Circuit Court
for Queen Anne's County

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G. A. MCKINNEY & PAULA VIRGINIA MCKINNEY,
PLAINTIFFS

VS.

BRENDA MCKINNEY,
DEFENDANT.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
NO. 5079

REPORT OF SALE

The Report of Sale of the real estate made in this Cause by Robert R. Price, Jr., Trustee in the above Cause, unto Your Honors, respectfully shows:

That pursuant to the Decree of this Honorable Court passed on this 5th day of December, 1969, your Trustee on ths 24th day of December, 1969, proceeded to sell in accordance with the terms of the Petition and Decree of Sale and has sold the fee simple interest of Brenda McKinney, Minor, in the parcel of land therein described unto Joseph Covington and Shirley Covington at and for the sum of Fifteen Hundred ($1,500.00) Dollars, in accordance with the terms and conditions set forth in said Decree.

Respectfully submitted,

Robert R. Price, Jr.
Robert R. Price, Jr., Trustee

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

I HEREBY CERTIFY, that on this 24th day of December, 1969, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Robert R. Price, Jr., Trustee aforesaid, made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true and bona fide as therein stated, and that the sale was fairly made.

Marcy J. [illegible]
Notary Public

Filed Dec 24, 1969

LIBER 7 PAGE 591

LIBER 7 PAGE 542

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ORDER NISI ON SALE

G. A. McKinney and Paula Virginia McKinney, his wife, next friends of Brenda McKinney, minor vs. Brenda McKenney, minor	In the Circuit Court for Queen Anne's County In Equity Cause No. 5079

ORDERED, this 24th. day of December, 19 69, that the sale of the real property, made and reported in this cause by Robert R. Price, Jr., Trustee, be ratified and confirmed, on or after the 26th. day of January, 19 70, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 19th. day of January, 19 70.

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

Charles W. Cecil Clerk

Filed December 24, 1969

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G. A. McKINNEY

VS.

BRENDA McKINNEY

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY
NO. 5079

* * * * * * * * * * * * * * * * *

AFFIDAVIT

The undersigned, Vachel A. Downes, Jr., Attorney for the purchasers of the interest of Brenda McKinney, infant, under contract of sale, filed herein, under Rule No. BR 6 (b) 3 of the Maryland Rules of Procedure does hereby make oath in due form of law that the property in said sale was purchased by Joseph Covington and Shirley S. Covington, his wife, as principle and int as agents for anyone else, that no other parties are interested as principles and that they have not directly or indirectly discouraged anyone from bidding on said property or making an offer for the property of the same.

Date:

Judith C. Conley

Vachel A. Downes, Jr. (SEAL)
Vachel A. Downes, Jr.
Attorney for Joseph Covington
and Shirley S. Covington,
purchasers

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 27th day of February, 1970.

Judith C. Conley
NOTARY PUBLIC

My Commission Expires: July 1, 1970

JUDITH C. CONLEY NOTARY PUBLIC QUEEN ANNE'S COUNTY, MD.

Filed Mar 2, 1970

LIBER 7 FOLIO 543

LIBER 7 PAGE 514

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ORDER NISI

ORDER NISI ON SALE
In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 5079
G. A. McKinney and
Paula Virginia McKinney, his wife,
next friends of
Brenda McKinney, minor
VS.
Brenda McKenney, minor

ORDERED, this 24th day of December, 1969, that the sale of the real property, made and reported in this cause by Robert R. Price, Jr., Trustee, be ratified and confirmed, on or after the 26th day of January, 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 19th day of January, 1970.

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

Charles W. Cecil, Clerk
Filed December 24, 1969
True Copy
Test: Charles W. Cecil, Clerk
3t-1-14

Queen Anne's
RECORD-OBSERVER

Centreville, Md., Feb 25, 19 70

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Order Nisi

in the ~~matter of~~ Equity Cause No. 5079

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 January, 19 70, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 31st day of December 19 69, and the last insertion on the 14th day of January, 19 70

THE RECORD-OBSERVER CORPORATION

By Dorothy M. Monroe

Filed Mar 2, 1970

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G. A. MCKINNEY and PAULA VIRGINIA MCKINNEY,

PLAINTIFFS

VS.

BRENDA MCKINNEY, MINOR,

DEFENDANT.

: IN THE CIRCUIT COURT FOR

: QUEEN ANNE'S COUNTY

: IN EQUITY, NO. 5079

FINAL ORDER OF RATIFICATION

ORDERED, this 2nd day of March, 1970, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the sale of the real estate made by Robert R. Price, Jr., Trustee, and reported in this Cause, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as required by the preceding Order Nisi heretofore filed in this Cause, and the Trustee is allowed his usual commission and all expenses incident to the making of said sale, not personal for which he shall produce vouchers therefor to the Auditor.

B. Hackett Turner, Jr.

JUDGE.

Filed Mar 2, 1970

ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
758-1660

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G. A. MCKINNEY and PAULA VIRGINIA MCKINNEY,	:	IN THE CIRCUIT COURT FOR
PLAINTIFFS.	:	QUEEN ANNE'S COUNTY
VS.		
BRENDA MCKINNEY, MINOR,		
DEFENDANT.	:	IN EQUITY, NO. 5079

PETITION FOR DISTRIBUTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Robert R. Price, Jr., Trustee, inthis Cause, respectfully represents:

1. That your Trustee in accordance with a Decree of this Court has sold the real estate herein described, that said sale has been ratified, and your Trustee holds the purchase price of $1,500.

2. That the minor, Defendant, to which said monies are accountable has become and is now a resident of the State of Arkansas, residing at 1721 Kellogg Road, North Little Rock, Arkansas.

3. That attached hereto as Exhibit "A" is a certified order of the Chancery Court of Pulaski County, Arkansas, removing the disability of being a minor from said Brenda McKinney.

THEREFORE, Your Petition requests this Honorable Court pass a Decree directing him to pay over to Brenda McKinney, as an adult, the proceeds of sale less the cost of this proceeding and to obtain and file a release herein from said Brenda McKinney.

Robert R. Price, Jr.
Robert R. Price, Jr., Trustee

Filed Mar 7, 1970

CHANCERY COURT OF PULASKI COUNTY, ARKANSAS

IN THE MATTER OF BRENDA MARIE McKINNEY, A MINOR	)	No. 146899

ORDER REMOVING DISABILITIES

Comes on to be heard the petition for the removal of disabilities and the court being well and sufficiently advised as to all matters of law and fact, and upon the testimony of the petitioners and her father and mother, G. A. McKINNEY and PAULA V. McKINNEY, the court doth order and decree that the disabilities as a minor of said BRENDA MARIE McKINNEY are hereby removed, and BRENDA MARIE McKINNEY shall act in every respect as an adult.

IT IS SO ORDERED.

CHANCELLOR

1-29-70
DATE

Filed Mar 4, 1970

Form DPW-147—5M—7-68—45330—PP&SCo. UNDER 7 PAGE 548

IN PULASKI CHANCERY COURT

CERTIFICATE

STATE OF ARKANSAS, }
COUNTY OF PULASKI, } ss.

I, ARLINE TURNER, Clerk of the Pulaski County Chancery Court, do hereby certify that the foregoing is a true and correct copy of the Order entered by this Court the 29th of January, 1970, as the same appears of record in this office in Second Division Chancery Record Book 124,

in the case of:

IN RE:
BRENDA MARIE McKINNEY Plaintiff

vs# 146899

EX PARTE Defendant

IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at my office in the City of Little Rock, Arkansas, this 29th of January, 1970.

ARLINE TURNER, Chancery Clerk

By Jane Dillon D.C.

Filed Mar 4, 1970

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ROBERT R. PRICE, JR.
ATTORNEY AT LAW.
CENTREVILLE, MARYLAND
758-1660

DECREE

UPON the aforegoing Petition and Exhibit, it is ORDERED this 5th day of ~~February~~ March, 1970, by the Circuit Court for Queen Anne's County, in Equity, that Robert R. Price, Jr., Trustee in this Cause, is hereby directed to pay over to Brenda McKinney, as an adult, the sum of $1,500.00, less costs of this proceeding, and to obtain from Brenda McKinney, as an adult, a release for said monies, to be filed herein.

B. Hackett Turner Jr.
Judge.

Filed Mar 5, 1970

QUEEN ANNE'S COUNTY, TO WIT:-Be it remembered that on this Thirtieth Day of May, in the year nineteen hundred and seventy-three, 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 1973, OF PROPERTIES ASSESSED TO THE FOLLOWING: CELESTE HARRELL, ET AL; JOSEPH THORPE; HOWARD RICHARD, EXEC. OF ESTATE GEORGE WHARTNABY; VIVIAN DAVIS, ET AL; EMORY G. AND JULIA KIRBY; WILLIAM H. AND ELIZABETH ADKINS; B. BENTLEY BELL AND ASSOC., INC.; THOMAS R. AND BARBARA CARNICOM; PATRICIA CARPENTER AND EDNA WOODS; EARL F. AND MARIAN M. COLE; WILLIAM J. T. HUDSON AND SHELIDA P. BAILEY; PHYLLIS L. JOHNSON; PHYLLIS L. JOHNSON; FRANK J. NAWROCKI, JR.; DAVID B. AND ESTHER RITCHIE; JAMES P. SPRING; LOUIS M. BICKEL; MYRTLE WHITE AND GILDA WATKINS; McKINLEY ASHLEY; JOSEPH HEMSLEY AND JOYCE ROSS; WICOMICO MODULAR HOMES CORP.; WICOMICO MODULAR HOMES CORP.; WICOMICO MODULAR HOMES CORP.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY NO. 4446

* * * * *

REPORT OF TAX SALES

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Tax Sales made by Oscar A. Schulz, 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 1972-1973 there were assessed to the respective persons taxes for Queen Anne's County and the State of Maryland, levied against certain parcels all situate in certain designated districts of Queen Anne's County. The respective persons against whom and the respective parcels against which the taxes were levied are hereinafter fully designated, the taxes having been so levied and assessed were placed in the hands of Oscar A. Schulz, 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 Oscar A. Schulz, Treasurer, caused to be published in the Queen Anne's Record Observer and Bay Times, newspapers 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 1st 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 de-

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
758-0677

linquents 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, 1973, 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 1st 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 day of payment on or before the 10th day of April, 1973, 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 and Bay Times, newspapers 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 personality 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 third Tuesday in May, 1973, the Treasurer would proceed at 10:00 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 15, 1973, at 10:00 a.m. (D.S.T.) in front of the Court House Door, Centreville, Maryland, under the terms of said notice all of said properties in the following manner. The advertisement of sale was first read, and then the properties were offered to the highest bidder, one at a time, by Joseph Jackson, Jr., Auctioneer. There follows the description of the properties, the amount of taxes and interest accrued, the pro rata costs of advertising said sale, the County Treasurer's fees, and all other charges, costs, fees, and expenses incident to said sale, the person to whom and at what price each of said several properties were respectively sold.

FIRST DISTRICT

ALL that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located near Roberts being designated as Parcel 114, Block 16, on Map 24, Queen Anne's County Tax Maps, consisting of 10 acres of land, more or less. Assessed value $250.00, assessed to Celeste Harrell et al for $6.73 taxes in arrears plus interest, costs, and expenses to day of sale.

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617

758-0677

Taxes	$ 6.73
Interest	.36
Advertising	17.00
Attorney	10.00
Auctioneer	5.00
Notary Public	2.00
	$ 41.09
5% Treasurer's Commission	$ 92.50
	$ 133.59

The property was sold to L. Billian, et al, at and for the sum of Eighteen Hundred Fifty Dollars ($1,850.00) they being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located near Sudlersville being designated as Parcel 33, Block 6, on Map 19, Queen Anne's County Tax Maps, consisting of 12 acres of land, more or less. Assessed value $240.00, assessed to Joseph Thorpe for $6.45 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 6.45
Interest	.35
Advertising	17.00
Attorney	10.00
Auctioneer	5.00
Notary Public	2.00
	$ 40.80
1971-72 County Interest	11.08
	$ 51.88
5% Treasurer's Commission	90.00
	$ 141.88

The property was sold to Eugene F. Dooms, Jr. at and for the sum of Eighteen Hundred Dollars ($1,800.00) he being then and there the highest bidder thereof.

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 742 and 743 Chester Harbor being designated as Parcel 46, on Map 10, Queen Anne's County Tax Maps, consisting of two lots. Assessed value $2,470.00, assessed to Howard Richard, Exec. of Estate George Whartnaby for $66.45 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 66.45
Interest	3.54
Advertising	17.00
Attorney	10.00
Auctioneer	5.00
Notary Public	2.00
	$ 103.99

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5% Treasurer's Commission - - - - - -	$ 162.50
	$ 266.49

The property was sold to Charles E. Anthony, Jr. at and for the sum of Thirty Two Hundred Fifty Dollars ($3,250.00) he being then and there the highest bidder thereof.

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 Centreville being designated as Parcel 39, Block 17, on Map CE, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $2,445.00, assessed to Vivian Davis, et al, for $65.77 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - - - - - - - - - - - - - - -	$ 65.77
Interest- - - - - - - - - - - - - - - - -	3.50
Advertising - - - - - - - - - - - - - - -	17.00
Attorney- - - - - - - - - - - - - - - - -	10.00
Auctioneer- - - - - - - - - - - - - - - -	5.00
Notary Public - - - - - - - - - - - - - -	2.00
	$ 103.27
Town Taxes- - - - - - - - - - - - - - - -	136.73
	$ 240.00
5% Treasurer's Commission - - - - - - -	25.00
	$ 265.00

The property was sold to Linwood Yates at and for the sum of Five Hundred Dollars ($500.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located near Centreville being designated as Parcel 48, Block 7, on Map 29, Queen Anne's County Tax Maps, consisting of 22 acres of land, more or less and improvements. Assessed value $1,595.00, assessed to Emory G. and Julia Kirby for $42.91 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - - - - - - - - - - - - - - -	$ 42.91
Interest- - - - - - - - - - - - - - - - -	2.29
Advertising - - - - - - - - - - - - - - -	17.00
Attorney- - - - - - - - - - - - - - - - -	10.00
Auctioneer- - - - - - - - - - - - - - - -	5.00
Notary Public - - - - - - - - - - - - - -	2.00
	$ 79.20
1971-72 County Interest - - - - - - - -	47.23
	$ 126.43
5% Treasurer's Commission - - - - - - -	350.00
	$ 476.43

The property was sold to L. Billian, et al, at and for the

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sum of Seven Thousand Dollars ($7,000.00) they being then and there the highest bidder thereof.

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 24, Block H, Section 1, Kent Island Estates, being designated on Map 70, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $365.00, assessed to William H. and Elizabeth Adkins for $9.82 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 9.82
Interest	.52
Advertising	17.00
Attorney	10.00
Auctioneer	5.00
Notary Public	2.00
	$ 44.34
5% Treasurer's Commission	45.00
	$ 89.34

The property was sold to Eugene L. Deems at and for the sum of Nine Hundred Dollars ($900.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 53, Block F, Plat 4, Cloverfields, being designated on Map 49, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $125.00, assessed to B. Bentley Bell and Assoc., Inc., for $3.36 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 3.36
Interest	.18
Advertising	17.00
Attorney	10.00
Auctioneer	5.00
Notary Public	2.00
	$ 37.54
5% Treasurer's Commission	37.50
	$ 75.04

The property was sold to L. Billian, et al, at and for the sum of Seven Hundred Fifty Dollars ($750.00) they being then and there the highest bidder thereof.

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 AA, Plat 6, Cloverfields, being designated on Map 49, Queen Anne's County Tax Maps, consisting of a lot. Assessed

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value $325.00, assessed to Thomas R. and Barbara Carnicom for $8.74 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - - - - - - - - - - - - - - -	$ 8.74
Interest- - - - - - - - - - - - - - - - -	.47
Advertising - - - - - - - - - - - - - - -	17.00
Attorney- - - - - - - - - - - - - - - - -	10.00
Auctioneer- - - - - - - - - - - - - - - -	5.00
Notary Public - - - - - - - - - - - - - -	2.00
	$ 43.21
5% Treasurer's Commission - - - - - - -	20.00
	$ 63.21

The property was sold to Eugene F. Deems, Jr. at and for the sum of Four Hundred Dollars ($400.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 7, Block 26, Bay City, being designated on Map 56, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $735.00, assessed to Patricia Carpenter and Edna Woods for $19.77 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - - - - - - - - - - - - - - -	$ 19.77
Interest- - - - - - - - - - - - - - - - -	1.06
Advertising - - - - - - - - - - - - - - -	17.00
Attorney- - - - - - - - - - - - - - - - -	10.00
Auctioneer- - - - - - - - - - - - - - - -	5.00
Notary Public - - - - - - - - - - - - - -	2.00
	$ 54.83
5% Treasurer's Commission - - - - - - -	80.00
	$ 134.83

The property was sold to Eugene F. Deems at and for the sum of Sixteen Hundred Dollars ($1,600.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 28, Block A, Plat 5, Cloverfields, being designated on Map 49, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $630.00, assessed to Earl F. and Marian M. Cole for $16.94 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - - - - - - - - - - - - - - -	$ 16.94
Interest- - - - - - - - - - - - - - - - -	.90
Advertising - - - - - - - - - - - - - - -	17.00
Attorney- - - - - - - - - - - - - - - - -	10.00
Auctioneer- - - - - - - - - - - - - - - -	5.00
Notary Public - - - - - - - - - - - - - -	2.00
	$ 51.84

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5% Treasurer's Commission - - - - - -	$ 35.00
	$ 86.84

The property was sold to Herbert Rosenberg at and for the sum of Seven Hundred Dollars ($700.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located on Batts Neck Road, being designated as Parcel 15, Block 8, on Map 63, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $1,705.00, assessed to William J. T. Hudson and Shelida P. Bailey for $45.86 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - - - - - - - - - - - - - - -	$ 45.86
Interest- - - - - - - - - - - - - - - - -	2.44
Advertising - - - - - - - - - - - - - - -	17.00
Attorney- - - - - - - - - - - - - - - - -	10.00
Auctioneer- - - - - - - - - - - - - - - -	5.00
Notary Public - - - - - - - - - - - - - -	2.00
	$ 82.30
5% Treasurer's Commission - - - - - - -	110.00
	$ 192.30

The property was sold to L. Billian, et al, at and for the sum of Twenty Two Hundred Dollars ($2,200.00) they being then and there the highest bidder thereof.

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 81, Block 18, on Map 48, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $650.00, assessed to Phyllis L. Johnson for $17.49 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - - - - - - - - - - - - - - -	$ 17.49
Interest- - - - - - - - - - - - - - - - -	.93
Advertising - - - - - - - - - - - - - - -	17.00
Attorney- - - - - - - - - - - - - - - - -	10.00
Auctioneer- - - - - - - - - - - - - - - -	5.00
Notary Public - - - - - - - - - - - - - -	2.00
	$ 52.42
5% Treasurer's Commission - - - - - - -	70.00
	$ 122.42

The property was sold to Eugene F. Deems, Jr. at and for the sum of Fourteen Hundred Dollars ($1,400.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located on

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Love Point Road, being designated as Parcel 76, Block 18, on Map 48, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $39,580.00, assessed to Phyllis L. Johnson for $1,064.70 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$1064.70
Interest	56.75
Advertising	17.00
Attorney	10.00
Auctioneer	5.00
Notary Public	2.00
	$1155.45
Certification	460.43
	$1615.88
5% Treasurer's Commission	80.80
	$1696.68

The property was sold to Helen E. Pardee at and for the sum of Sixteen Hundred Ninety Six Dollars Sixty Eight Cents ($1,696.68) she being then and there the highest bidder thereof.

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 G, Chesapeake Estates, being designated on Map 63, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $2,910.00, assessed to Frank J. Nawrocki, Jr. for $78.28 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 78.28
Interest	4.17
Advertising	17.00
Attorney	10.00
Auctioneer	5.00
Notary Public	2.00
	$ 116.45
5% Treasurer's Commission	330.00
	$ 446.45

The property was sold to Charles E. Anthony, Jr. at and for the sum of Sixty Six Hundred Dollars ($6,600.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 2, Block L, Tower Gardens, being designated on Map 76, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $1,240.00, assessed to David B. and Esther Ritchie for $33.35 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 33.35

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Interest- - - - - - - - - - - - - - - - -	$ 1.78
Advertising - - - - - - - - - - - - - - -	17.00
Attorney- - - - - - - - - - - - - - - - -	10.00
Auctioneer- - - - - - - - - - - - - - - -	5.00
Notary Public - - - - - - - - - - - - - -	2.00
	$ 69.13
5% Treasurer's Commission - - - - - - -	200.00
	$ 269.13

The property was sold to L. Billian, et al, at and for the sum of Four Thousand Dollars ($4,000.00) they being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 10, Block 37, Section 2, Bay City, being designated on Map 56, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $430.00, assessed to James P. Spring for $11.56 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - - - - - - - - - - - - - - -	$ 11.56
Interest- - - - - - - - - - - - - - - - -	.62
Advertising - - - - - - - - - - - - - - -	17.00
Attorney- - - - - - - - - - - - - - - - -	10.00
Auctioneer- - - - - - - - - - - - - - - -	5.00
Notary Public - - - - - - - - - - - - - -	2.00
	$ 46.18
5% Treasurer's Commission - - - - - - -	62.50
	$ 108.68

The property was sold to Herbert Rosenberg at and for the sum of Twelve Hundred Fifty Dollars ($1,250.00) he being then and there the highest bidder thereof.

FIFTH DISTRICT

ALL that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located Lot 16, Block E, Chester River Beach, being designated as Parcel 568, on Map 58, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $815.00, assessed to Louis M. Bickel for $21.92 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - - - - - - - - - - - - - - -	$ 21.92
Interest- - - - - - - - - - - - - - - - -	1.17
Advertising - - - - - - - - - - - - - - -	17.00
Attorney- - - - - - - - - - - - - - - - -	10.00
Auctioneer- - - - - - - - - - - - - - - -	5.00
Notary Public - - - - - - - - - - - - - -	2.00
	$ 57.09
5% Treasurer's Commission - - - - - - -	75.00
	$ 132.09

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The property was sold to L. Billian, et al, at and for the sum of Fifteen Hundred Dollars ($1,500.00) they being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located near Grasonville, being designated as Parcel 606, Block 24, on Map 58, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $1,500.00, assessed to Myrtle White and Gilda Watkins for $40.35 taxes in arrears plus interest, costs, and expenses to-day of sale.

Taxes - - - - - - - - - - - - - - - - - -	$ 40.35
Interest- - - - - - - - - - - - - - - - -	2.15
Advertising - - - - - - - - - - - - - - -	17.00
Attorney- - - - - - - - - - - - - - - - -	10.00
Auctioneer- - - - - - - - - - - - - - - -	5.00
Notary Public - - - - - - - - - - - - - -	2.00
	$ 76.50
5% Treasurer's Commission - - - - - - -	55.00
	$ 131.50

The property was sold to L. Billian, et al, at and for the sum of Eleven Hundred Dollars ($1,100.00) they being then and there the highest bidder thereof.

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 Pondtown, being designated as Parcel 63, Block 24, on Map 5, Queen Anne's County Tax Maps, consisting of 20 acres of land, more or less and improvements. Assessed value $2,740.00, assessed to McKinley Ashley for $73.70 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - - - - - - - - - - - - - - -	$ 73.70
Interest- - - - - - - - - - - - - - - - -	3.93
Advertising - - - - - - - - - - - - - - -	17.00
Attorney- - - - - - - - - - - - - - - - -	10.00
Auctioneer- - - - - - - - - - - - - - - -	5.00
Notary Public - - - - - - - - - - - - - -	2.00
	$ 111.63
5% Treasurer's Commission - - - - - - -	350.00
	$ 461.63

The property was sold to L. Billian, et al, at and for the sum of Seven Thousand Dollars ($7,000.00) they being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located near

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Pondtown, being designated as Parcel 85, Block 19, on Map 6, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value $1,415.00, assessed to Joseph Hemsley and Joyce Ross for $38.06 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 38.06
Interest	2.03
Advertising	17.00
Attorney	10.00
Auctioneer	5.00
Notary Public	2.00
	$ 74.09
5% Treasurer's Commission	95.00
	$ 169.09

The property was sold to Linwood Yates at and for the sum of Nineteen Hundred Dollars ($1,900.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located Lots 15 and 16, Block E, Char-Nor-Manor, being designated as Parcel 76, Block 6, on Map 4, Queen Anne's County Tax Maps, consisting of two lots. Assessed value $900.00, assessed to Wicomico Modular Homes Corp. for $24.21 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 24.21
Interest	1.29
Advertising	17.00
Attorney	10.00
Auctioneer	5.00
Notary Public	2.00
	$ 59.50
5% Treasurer's Commission	90.00
	$ 149.50

The property was sold to L. Billian, et al, at and for the sum of Eighteen Hundred Dollars ($1,800.00) they being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located Lot 33, Block C, Char-Nor-Manor, being designated as Parcel 76, Block 6, on Map 4, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $450.00, assessed to Wicomico Modular Homes Corp. for $12.11 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 12.11
Interest	.65
Advertising	17.00

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Attorney- - - - - - - - - - - - - - - -	$ 10.00
Auctioneer- - - - - - - - - - - - - - -	5.00
Notary Public - - - - - - - - - - - - -	2.00
	$ 46.76
5% Treasurer's Commission - - - - - -	70.00
	$ 116.76

The property was sold to L. Billian, et al, at and for the sum of Fourteen Hundred Dollars ($1,400.00) they being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located Lot 56, Block C, Char-Nor-Manor, being designated as Parcel 76, Block 6, on Map 4, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $450.00, assessed to Wicomico Modular Homes Corp. for $12.11 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - - - - - - - - - - - - - -	$ 12.11
Interest- - - - - - - - - - - - - - - -	.65
Advertising - - - - - - - - - - - - - -	17.00
Attorney- - - - - - - - - - - - - - - -	10.00
Auctioneer- - - - - - - - - - - - - - -	5.00
Notary Public - - - - - - - - - - - - -	2.00
	$ 46.76
5% Treasurer's Commission - - - - - -	40.00
	$ 86.76

The property was sold to L. Billian, et al, at and for the sum of Eight Hundred Dollars ($800.00) they being then and there the highest bidder thereof.

The Treasurer further reports that all purchasers have complied with the terms of sale.

Respectfully submitted

Oscar A. Schulz

Oscar A. Schulz, Treasurer for
Queen Anne's County, Maryland

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

I HEREBY CERTIFY, that on this 30th day of May, 1973, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Oscar A. Schulz, Treasurer for Queen Anne's County and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Tax Sales are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: July 1, 1974.

Filed May 30, 1973

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ATTORNEY AT LAW
CENTREVILLE, MD. 21617
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2

Queen Anne's

RECORD-OBSERVER

Centreville, Md., May 23 19 73

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Notice

in the case/estate of Tax sales

a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper published in Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 15th day of May, 1973, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 25th day of April 1973, and the last insertion on the 9th day of May, 1973.

THE RECORD-OBSERVER CORPORATION

By Dorothy R. Morse

Filed May 30, 1973

LIBER 7 PAGE 564

TAX SALES

Under and by virtue of the authority vested in the undersigned by the laws of the State of Maryland, Acts of the General Assembly of Maryland for the year 1957, Chapter 305, applicable to the collection of State and County Taxes within Queen Anne's County, THE COUNTY TREASURER FOR QUEEN ANNE'S COUNTY hereby gives notice that the following taxes are due and owing for the State County and Town for the years 1971-72 thru June 30, 1973 inclusive, there will be added to each of the foltowing amounts, interest, fees and costs.

Unless payment be made in full of said taxes together with all interests and costs accrued thereon before the third Tuesday in May of 1973 to wit:

TUESDAY, MAY 15, 1973

the said County Treasurer for Queen Anne's County will proceed at 10:00 A.M. (D.S.T.)

ON THAT DAY at the COURT HOUSE in CENTREVILLE, QUEEN ANNE'S COUNTY, MARYLAND, to offer for sale, to the highest bidder, For Cash, all of said property upon which taxes, interest, costs, fees or expenses are in arrears, and shall continue said sale on each day thereafter, legal holidays excepted, from 10 A.M. until 3 P.M. until all of said property shall have been offered and disposed of.

The said COUNTY TREASURER shall be entitled to receive a commission of five per centum on the amount of all sales made by him in pursuance of the provision of said Act, to be computed and charged as part of the expenses of such sales, and if before sale but after advertisement, the taxes, interest, and expenses chargeable to any property are paid, then the said COUNTY TREASURER shall be entitled to receive a commission of two per cent on the amount of such taxes, interest and costs as a part of the cost of collecting same.

All properties will be sold without warranty of title or representation as to compliance with zoning or health regulations.

The names of the person or persons to whom the respective parcels or lots of land and improvements, if any, are assessed with a brief description thereof, the District in which the same is located, together with the amount of taxes due and in arrears are as follows: INTERESTS COSTS

No. 6

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located near Sudlersville being designated as Parcel 33, Block 6, on Map 19, Queen Anne's County Tax Maps, consisting of 12 acres of land, more or less. Assessed value $240, assessed to Joseph Thorpe for $12.83 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 7

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located in Sudlersville being designated as Parcel 57, Block 24, on Map 12A, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $7985, assessed to Ronald G. and Sandra Whittington for $214.80 taxes in arrears plus interest, costs, and expenses to day of sale.

SECOND DISTRICT

No. 3

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland located Lot 3, Coleman lots, being designated as Parcel 149, Block 6, on Map 9, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $9,892. assessed to Wm. A. and Carol Meekins for $266.09 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 4

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located lots 742 and 743, Chester Harbor, being designated as Parcel 46, on Map 10, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value $2,470, assessed to Howard Richard, Exec. of Estate George Wharnaby for $66.45 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 5

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located in Price, being designated as Parcel 57, Block 15, on Map 30, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $3,724, assessed to Albert, Sr., and Sandra Schauber for $100.18 taxes in arrears plus interest, costs, and expenses to day of sale.

THIRD DISTRICT

No. 2

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located in Centreville, being designated as Parcel 39, Block 17, on Map CE, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $2,445, assessed to Vivian Davis et al for $65.77 taxes in arrears plus interest, costs, and expenses to day of Election District of Queen Anne's County, Maryland, located near Brownsville being designated as Parcel 108, Block 1, on Map 44, Queen Anne's County Tax Maps, consisting of a tot and improvements. Assessed value $1,425, assessed to Louis H. and Etta J. Ryans for $38.33 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 8

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located near Brownsville, being designated as Parcel 23, Block 1, on Map 44, Queen Anne's County Tax Maps, consisting of 2 acres of land, more or less and improvements. Assessed value $3,930, assessed to William and Gertrude Ryans for $105.71 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 9

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located near Centreville, being designated as Parcel 24, Block 6, on Map 60, Queen Anne's County Tax Maps, consisting of 100 acres of land, more or less and improvements. Assessed value $3,725, assessed to Harry and Beatrice Stewart for $100.20 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 10

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located Spaniards Neck Road, being designated as Parcel 81, Block 12, on Map 35, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value $850, assessed to Harrison Wilkins for $22.87 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 Lot 24, Block H, Section 1, Kent Island Estates, on Map 70, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $365, assessed to Wm. H. and Elizabeth Adkins for $9.82 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 2

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located near Chester, being designated as Parcel 284, Block 21, on Map 57, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $2,485, assessed to Lena C. Aytch for $66.85 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 3

Edna Woods for $19.77 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 10

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 28, Block A, Plat 5, Clvds. being designated on Map 49, Queen Anne's county Tax Maps, consisting of a lot. Assessed value $630, assessed to Earl F. and Marian M. Cole for $16.94 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 12

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located near Chester, being designated as Parcel 206, Block 1, o Map 64, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $2,800, assessed to Lawrence W. and Evelyn Green for $75.32 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 14

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located on Balts Neck Road, being designated as Parcel 16, Block 8, on Map 63, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $17.05, assessed to Wm. J.T. and Shelida Hudson for $45.86 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 15

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Love Point Road, being designated as Parcel 81, Block 18, on Map 48, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $650, assessed to Phyllis L. Johnson for $17.49 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 16

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located on Love Point road, being designated as Parcel 76, Block 18, on Map 48, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $39,580, assessed to Phyllis L. Johnson for $1,064.70 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 22

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 6, Block I, Harbor View, being designated on Map 57, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $345, assessed to Mary F. Long for $9.28 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 23

All that lot or parcel of land

FOR THE REMAINING OF THESE COLUMNS, SEE THE FOLLOWING PAGE.
Charles, W. Cecil, Clerk

FEES AND EXPENSES TO BE ADDED.

FIRST DISTRICT

No. 1

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located near Roberts being designated as Parcel 25, Block 18, on Map 12A, Queen Anne's County Tax Maps, consisting of 10 acres of land, more or less. Assessed value $250, assessed to Celeste Harrell et al for $8.73 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 2

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located near Templeville being designated as Parcel 71, Block 7, on Map 20, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $3,830, assessed to John A. and Leah Lofland for $103.02 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 3

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located near Sudlersville being designated as Parcel 12, Block 22, on Map 12, Queen Anne's County Tax Maps, consisting of 5 acres of land, more or less and improvements. Assessed value $1,900, assessed to Genevieve Potts for $51.11 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 4

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located near Barclay being designated as Parcel 28, Block 24, on Map 19, Queen Anne's County Tax Maps, consisting of 45 acres of land, more or less and improvements. Assessed value $7,300, assessed to Henry S. and Doris L. Reczek for $196.37 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 3

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located near Centreville, being designated as Parcel 48, Block 7, on Map 29, Queen Anne's County Tax Maps, consisting of 22 acres of land, more or less and improvements. Assessed value $1,595, assessed to Emory G. and Julia Kirby for $85.34 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 4

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located near Burrisville being designated as Parcel 9, Block 1, on Map 29, Queen Anne's County Tax Maps, consisting of 181 acres of land, more or less and improvements. Assessed value $19,605, assessed to George B., Jr., and Geraldine Merrick for $527.37 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 5

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located near Burrisville, being designated as Parcel 108, Block 6, on Map 28, Queen Anne's County Tax Maps, consisting of 31 acres of land, more or less. Assessed value $620, assessed to William Robinson for $16.68 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 6

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's county, Maryland, located north of Centreville, being designated as Parcel 14, Block 8, on Map 29, Queen Anne's County Tax Maps, consisting of 13 acres of land, more or less and improvements. Assessed value $3,325, assessed to Asbury and Ida Rochester for $89.44 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 7

All that lot or parcel of land lying and being in the 3rd

All that lot or parcel of land lying nd being in the 4th Election District of Queen Anne's County, Maryland, located Batts Neck Road, being designated as Parcel 67, Block 8, on Map 63, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $2,800, assessed to Alice Bailey for $75.32 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 4

All that lot or parcel of land lying nnd being in the 4th Election District of Queen Anne's County, Maryland, located Lot 53, Block F, Plat 4, Clvds., on Map 49, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $125, assessed to B. Bentley Bell & Assoc., Inc. for $3.36 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 7

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 34, Matapeake Estates, being designated on Map 63, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $1,080, assessed to Manuel and Elba M. Carcia for $29.05 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 8

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's county, Maryland, located Lot 31, Block AA, Plat 6, Clvds., being designated on Map 49, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $325, assessed to Thomas R. and Barbara Carnicorn for $8.74 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 9

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 7, Block 26, Bay City, being designated on Map 56, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $735, assessed to Patricia Carpenter and

lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 5, Block G, Chesapeake Estates, being designated on Map 63, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $2,910, assessed to Frank J. Nnwrocki, Jr. for $78.28 taxes in nrrears plus interest, costs, and expenses to day of sale.

No. 21

All that lot or parcel of land lying nnd being in the 4th Election District of Queen Anne's County, Maryland, located on Cox Neck Road, being designated as Parcel 134, Block 20, on Map 57, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $2,700, assessed to Robert Pierce for $72.63 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 25

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 2, Block L, Harbor View, being designated on Map 76, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $1,240, assessed to David B and Esther Ritchie for $33.35 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 26

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located near Stevensville, being designated as Parcel 83, Block 12, on Map 48, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $1,000, assessed to Velma E. Spencer for $18.42 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 27

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 10, Block 37, Section 2, Bay City, being designated on Map 56, Queen Anne's County Tax Maps, consisting of a lot. Assessed

FOR THE REMAINING OF THESE COLUMNS, SEE THE FOLLOWING PAGE.

Charles W. Cecil, Clerk

value $430, assessed to James P. Spring for $11.56 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 29

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 9, 11, Block K, Section t, Kent Island Estates, being designated on Map 70, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value $660, assessed to John G. and Joyce W. Towers for $17.76 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 30

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 7, Block K, Section t, Kent Island Estates, being designated on Map 70, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $1,890, assessed to John G. and Joyce W. Towers for $131.54 taxes in arrears plus interest, costs, and expenses to day of sale.

FIFTH DISTRICT

No. 3

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located in Grasonville, being designated as Parcel 244, Block 22, on Map 58, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $2,100, assessed to Rudell and Christine Askins for $56.49 in arrears plus interest, costs, and expenses to day of sale.

No. 6

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located Lot 13, R&R Development, being designated as Parcel 726, Block 24, on Map 58, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed alue $8,335, assessed to George K. and Susie Baynard for $224.21 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 7

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located Lot 16, Block E, Chester River Beach, being designated as Parcel 568, on Map 58, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $815, assessed to Louis M. Bickel for $21.92 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 8

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located near Grasonville, being designated as Parcel 499, Block 18, on Map 58, Queen Anne's County Tax Maps, consisting of 2 acres of land, more or less and improvements. Assessed value $1,500, assessed to Myrtle White and Gilda Watkins for $40.35 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 23

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located near Grasonville, being designated as Parcel 208, Block 24, on Map 58, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $3,465, assessed to Archie Williams for $93.2t taxes in arrears plus interest, costs, and expenses to day of sale.

No. 24

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located near Bryantown, being designated as Parcel 29, Block 18, on Map 72, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $2,810, assessed to Wye Hunting & Fishing Club for $75.59 taxes in arrears plus interest, costs and expenses to day of sale.

SEVENTH DISTRICT

No. 1

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located near Pondtown being designated as Parcel 63, Block 24, on Map 5, Queen Anne's County Tax Maps, consisting of 20 acres of land, more or less and improvements. Assessed value $2,740, assessed to McKinley Ashley for $73.70 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 3

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located near Pondtown, being designated as Parcel 92, Block 19, on Map 5, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $2,940, assessed to John H. and Edner Burke for $79.08 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 4

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located Lot 25, Piney Ridge, being designated as Parcel 77, Block 18, on Map 1, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $14,570, assessed to Lawrence and Ethel Collins for $391.92 taxes in arrears plus interest, costs and expenses to day of sale.

Election District of Queen Anne's County, Maryland, located Lot 56, Block C, Char-Nor Manor, being designated as Parcel 76, Block 6, on Map 4, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $450, assessed to Wicomico Modular Homes Corp. for $12.1t taxes in arrears plus interest, costs, and expenses to day of sale.

OSCAR A. SCHULZ
TREASURER
for QUEEN ANNE'S COUNTY

FOR THE REMAINING OF THESE COLUMNS, SEE THE FOLLOWING PAGE.
Charles W. Cecil, Clerk

ments. Assessed value $4,795, assessed to Alfred S. and Lillian Curtis for $128.99 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 14

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located Lot 4, Block A, Rhyans-Scottown Development, being designated as Parcel 88, Block 15, on Map 60, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $9270, assessed to John H. and Minnie Jones for $249.37 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 17

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located near Grasonville, being designated as Parcel 55t, Block 24, on Map 58, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $7,715, assessed to Richard and Roberta Sorrell for $207.53 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 20

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located on Melvin Avenue, Grasonville, being designated as Parcel 236, Block 22, on Map 58, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $1,1775, assessed to Elsie Warrick for $47.75 taxes in arrears plus interest, costs and expenses to day of sale.

No. 21

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located Lot t5, R&R Development, being designated as Parcel 726, Block 24, on Map 58, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $8,220, assessed to Charles L. and Margaret Weatherley for $221.12 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 6

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located near Pondtown being designated as Parcel 85, Block 19, on Map 6, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value $1,415, assessed to Joseph Hemsley and Joyce Ross for $38.06 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 7

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located in Ewingtown, being designated as Parcel 90, Block 7, on Map t1, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value $6,413, assessed to George E. Holloway for $172.51 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 10

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located Lots t5 and 16, Block E, Char-Nor Manor, being designated as Parcel 76, Block 6, on Map 4, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value $900, assessed to Wicomico Modular Homes Corp. for $24.21 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 11

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located Lot 33, Block C, Char-Nor Manor, being designated as Parcel 76, Block 6, on Map 4, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $450, assessed to Wicomico Modular Homes Corp. for $t2.11 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 12

All that lot or parcel of land lying and being in the 7th

3

IN THE MATTER OF THE TAX SALES IN QUEEN ANNE'S COUNTY, MARYLAND, FOR THE YEAR 1973, OF PROPERTIES ASSESSED TO THE FOLLOWING: CELESTE HARRELL, ET AL; JOSEPH THORPE; HOWARD RICHARD, EXEC. OF ESTATE GEORGE WHARTNABY; VIVIAN DAVIS, ET AL; EMORY G. AND JULIA KIRBY; WILLIAM H. AND ELIZABETH ADKINS; B. BENTLEY BELL AND ASSOC., INC.; THOMAS R. AND BARBARA CARNICOM; PATRICIA CARPENTER AND EDNA WOODS; EARL F. AND MARIAN M. COLE; WILLIAM J. T. HUDSON AND SHELIDA P. BAILEY; PHYLLIS L. JOHNSON; PHYLLIS L. JOHNSON; FRANK J. NAWROCKI, JR.; DAVID B. AND ESTHER RITCHIE; JAMES P. SPRING; LOUIS M. BICKEL; MYRTLE WHITE AND GILDA WATKINS; McKINLEY ASHLEY; JOSEPH HEMSLEY AND JOYCE ROSS; WICOMICO MODULAR HOMES CORP.; WICOMICO MODULAR HOMES CORP.; WICOMICO MODULAR HOMES CORP.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY NO. 5446

* * * * *

ORDERED, this 5 day of June, 1973, that the tax sale made and reported in this cause by Oscar A. Schulz, Treasurer for Queen Anne's County, State of Maryland, be ratified and confirmed on or after the 6th day of August, 1973, 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, State of Maryland, once a week for four successive weeks commencing on the 13th day of June, 1973, and ending on the 4th day of July, 1973.

AND the report states amount of sale to be $51,396.68

B. Hackett Turner Jr.
JUDGE

FILED: June 5, 1973

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
758-0877

NOTICE

IN THE MATTER OF THE TAX SALES IN QUEEN ANNE'S COUNTY, MARYLAND, FOR THE YEAR 1973, OF PROPERTIES ASSESSED TO THE FOLLOWING: CELESTE HURRELL, ET AL; JOSEPH THURPE; HOWARD RICHARD, EXEC. OF ESTATE GEORGE WHARTNABY; VIVIAN DAVIS, ET AL; EMORY G. AND JULIA KIRBY; WILLIAM H. AND ELIZABETH ADKINS; B. BENTLEY BELL AND ASSOC., INC.; THOMAS R. AND BARBARA CARNICOM; PATRICIA CARPENTER AND EDNA WOODS; EARL F. AND MARIAN M. COLE; WILLIAM J.T. HUDSON AND SHELIDA P. BAILEY; PHYLLIS L. JOHNSON; PHYLLIS L. JOHNSON; FRANK J. NAWROCKI, JR.; DAVID B. AND ESTHER RITCHIE; JAMES P. SPRING; LOUIS M. BICKEL; MYRTLE WHITE AND GILDA WATKINS; McKINLEY ASHLEY; JOSEPH HEMSLEY AND JOYCE ROSS; WICOMICO MODULAR HOMES CORP.; WICOMICO MODULAR HOMES CORP.; WICOMICO MODULAR HOMES CORP.

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IN
THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY
NO. 5446

+ + + + +

ORDERED, this 5th day of June, 1973, that the tax sale made and reported in this cause by Oscar A. Schulz, Treasurer for Queen Anne's County, State of Maryland, be ratified and confirmed on or after the 6th day of August, 1973, 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, State of Maryland, once a week for four successive weeks commencing on the 13th day of June, 1973, and ending on the 4th day of July, 1973.

AND the report states amount of sale to be $51,396.68.

B. HACKETT TURNER, JR.
JUDGE

FILED: June 5, 1973

TRUE COPY
TEST: Charles W. Cecil,
Clerk

4t-7-4

4

Queen Anne's
RECORD-OBSERVER

Centreville, Md., August 14 19 73

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Notice

in the case/estate of Tax sales

a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper published in Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 6th day of Aug., 19 73, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 13th day of June 19 73, and the last insertion on the 4th day of July, 19 73

THE RECORD-OBSERVER CORPORATION

By Dorothy M. Thomas

Filed Aug 14, 1973

5

IN THE MATTER OF THE TAX SALES * IN QUEEN ANNE'S COUNTY, MARYLAND, FOR THE YEAR 1973, OF PROPERTIES* ASSESSED TO THE FOLLOWING: CELESTE HARRELL, ET AL; JOSEPH * THORPE; HOWARD RICHARD, EXEC. OF ESTATE GEORGE WHARTNABY; * VIVIAN DAVIS, ET AL; EMORY G. AND JULIA KIRBY; WILLIAM H. * AND ELIZABETH ADKINS; B. BENTLEY BELL AND ASSOC., INC.; THOMAS R.* AND BARBARA CARNICOM; PATRICIA CARPENTER AND EDNA WOODS; EARL * F. AND MARIAN M. COLE; WILLIAM J. T. HUDSON AND SHELIDA P. * BAILEY; PHYLLIS L. JOHNSON; PHYLLIS L. JOHNSON; FRANK J. * NAWROCKI, JR.; DAVID B. AND ESTHER RITCHIE; JAMES P. SPRING;* LOUIS M. BICKEL; MYRTLE WHITE AND GILDA WATKINS; McKINLEY * ASHLEY; JOSEPH HEMSLEY AND JOYCE ROSS; WICOMICO MODULAR HOMES * CORP.; WICOMICO MODULAR HOMES CORP.; WICOMICO MODULAR HOMES * CORP.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY NO. 5446

* * * * *

ORDERED, this 15th day of August, 1973, 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 15th day of May, 1973, 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:

Celeste Harrell, et al	- First Election District
Joseph Thorpe	- First Election District
Howard Richard, Exec. of Estate George Whartnaby	- Second Election District
Vivian Davis, et al	- Third Election District
Emory G. and Julia Kirby	- Third Election District
William H. and Elizabeth Adkins	- Fourth Election District
B. Bentley Bell and Assoc., Inc.	- Fourth Election District
Thomas R. and Barbara Carnicom	- Fourth Election District
Patricia Capenter and Edna Woods	- Fourth Election District
Earl F. and Marian M. Cole	- Fourth Election District
William J. T. Hudson and Shelida P. Bailey	- Fourth Election District
Phyllis L. Johnson	- Fourth Election District
Phyllis L. Johnson	- Fourth Election District
Frank J. Nawrocki, Jr.	- Fourth Election District
David B. and Esther Ritchie	- Fourth Election District
James P. Spring	- Fourth Election District

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD 21617
758-0877

Louis M. Bickel	- Fifth Election District
Myrtle White and Gilda Watkins	- Fifth Election District
McKinley Ashley	- Seventh Election District
Joseph Hemsley and Joyce Ross	- Seventh Election District
Wicomico Modular Homes Corp.	- Seventh Election District
Wicomico Modular Homes Corp.	- Seventh Election District
Wicomico Modular Homes Corp.	- 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 5th day of June, 1973, a Certificate of Publication of said ORDER NISI being filed in this cause showing publication thereof in accordance with said ORDER.

B. Hackett Turner Jr.
JUDGE

Filed Aug 15, 1973

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD 21617

758-0677

Q U E E N A N N E ' S C O U N T Y, T O W I T: Be it remembered that on this Sixth Day of November, in the year nineteen hundred seventy-two, the following Bill of Complaint For The Sale of Real Estate and Declaritory Decree was brought to be recorded, to wit:-

BROWN M. ROE and BARBEE HUMPHREYS ROE, his wife, Chestertown, Maryland 21620	*	IN THE
GEORGE W. CONSTABLE, Co-Executor of the Estate of Dudley G. Roe, Deceased, 1000 Maryland Trust Building, Calvert and Redwood Streets, Baltimore, Maryland 21202	*	CIRCUIT
EDITH EUGENIE ROE, Co-Executrix of the Estate of Dudley G. Roe, Deceased, Georgetown, Maryland 21930	*	COURT
and	*	FOR
ALEXANDER M. ROE 103 Brook Valley Road Greenville, Delaware 19807 Complainants	*	QUEEN ANNE'S COUNTY,
VS.	*	MARYLAND
KATHLEEN ANNA ROE MOORE Sandy Hill Road Oyster Bay, Long Island New York 11771	*	EQUITY CASE
MICHAEL W. ROE, Minor 413 Hector Street Ithaca, New York 14850	*	NO.
ELSIE UBANK PAUL 413 Hector Street Ithaca, New York 14850	*	5382
and	*	
DEELUCIE LYNN ROE, Minor 305 School Lane Smyrna, Delaware 19977 Respondents	*	

* * * * * * * * * * *

BILL OF COMPLAINT FOR THE
SALE OF REAL ESTATE AND
DECLARITORY DECREE

TO THE HONORABLE THE JUDGES OF SAID COURT:

Your Orators complaining say:

1. That, on the 25th day of February, 1920, by Deed recorded in the Land Records of Queen Anne's County, Maryland, in Liber J.F.R. No. 4, Folio 178, Mattie G. Roe, Widow, of Queen Anne's County, Maryland, granted and conveyed unto one Dudley G. Roe, now Late of Kent County, Maryland, a parcel of real estate with improvements thereon, located in the Town of Sudlersville,

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CHESTERTOWN, MD. 21620
TELEPHONE 778-2118

in the First Election District of Queen Anne's County, described therein as follows:

"All that lot or parcel of land, situate, on the west side of Church Street in the town of Sudlersville in the First Election District of Queen Anne's County, Maryland, whereon the grantee has lately erected a brick office building, and fully described as follows:

BEGINNING at a nail in the Concrete pavement at a point in the line between this property and the store property occupied by Charles B. Chance and running thence south eighty three degrees west, fifty six feet and eight inches to the property of W. R. Redden; thence with the Redden property south four degrees forty five minutes east, forty seven feet and six inches to a fence post; thence north eighty nine degrees east, fifty four feet and eight inches to a nail in the Concrete pavement; thence north three degrees thirty minutes west, fifty one feet and one inch to the place of beginning, containing .0627 acres of land, being a part of the lot mentioned as the store property and lot in Sudlersville devised to the said Mattie G. Roe, in the last will and testament of her father, Joseph E. George, duly admitted to probate and now of record in the office of the Register of Wills for Queen Anne's County, Maryland."

See Certified Copy of said Deed attached hereto as "Exhibit # 1."

2. That, on the 13th day of April, 1935, by Deed recorded in the Land Records of Queen Anne's County, aforesaid, in Liber W.H.C. No. 1A, Folio 194, the said Dudley G. Roe and his wife, Anna M. Roe, who later predeceased him, granted and conveyed to "Dudley G. Roe, Jr. and Elsie Moir Roe, his wife, Brown M. Roe and Barbee Humphreys Roe, his wife, their heirs and assigns, in fee simple, a one-eighth interest each..." in the property as hereinbefore described in Paragraph # 1. See Certified Copy of said Deed attached hereto as "Exhibit # 2."

3. That, on or about May 22, 1949, the said Elsie Moir Roe died intestate survived by her Husband, the said Dudley G. Roe, Jr. and her children, two sons, Dudley G. Roe, III, Alexander Roe, and a daughter, Kathleen Anne Roe Moore.

4. That, on or about January 30, 1960, the said Dudley G. Roe, III,

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was killed in an accident without a Will, leaving a son, Michael W. Roe, Respondent Minor, and a wife, now remarried, Elsie Ubank Paul, Respondent.

5. That, the said Dudley G. Roe, Jr. died on or about the 22nd day of June, 1968, with a Will, a Certified Copy of which is attached hereto with its attendant probate papers as "Exhibit # 3," in which he appointed Brown M. Roe and William H. Vaughn, Trustees and Executors, and devised his property, 50% in a "marital deduction trust," to his second wife, Della H. Roe, if she survived him, and the remainder to his children living at his death or the descendants of any then deceased child of his to take the share that would have belonged to his parent, per stirpes. The said Executors and Trustees later renounced and the Delaware Trust Company qualified in their stead. See copies of said Renunciations and Qualifications attached hereto as "Exhibit No. 4." The children of Dudley G. Roe, Jr. were Deelucie Lynn Roe (by Della H. Roe), Respondent Minor, and Alexander Roe, Complainant, Kathleen Anna Roe Moore, Respondent, and Dudley G. Roe, III, (all by Elsie Moir Roe); the said Dudley G. Roe, III, having predeceased his father leaving the said Michael W. Roe, Respondent Minor, and a wife, Elsie Ubank Paul, Respondent. The said Della H. Roe survived the said Dudley G. Roe, Jr., and is a beneficiary of the Trust created for her by his Will. The said Executors and Trustees were given the power to allocate assets in their hands and have declared that the interest which Dudley G. Roe, Jr. held in the property described heretofore in Paragraph # 1, is now held by the children under the residuary clause of the Will, and that the said Della H. Roe and the Delaware Trust Company have no interest in said property. See letter attached hereto as "Exhibit # 5."

6. That, the said Dudley G. Roe died on or about the 4th day of January, 1970, surviving his wife, the said Anna M. Roe, leaving a Will, a Certified Copy of which is attached hereto with attendant probate papers as "Exhibit # 6," wherein, after making other bequests and devises, he devised the residue of his property, which included his interest in the property hereinbefore described in Paragraph # 1, unto the said Brown M. Roe and the said Dudley G. Roe, Jr., "as survive me, and unto such of the descendants surviving me of such said two sons as may predecease me, such descendants to take per stirpes the share which the predeceased son would have taken if living." The

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said Dudley G. Roe, Jr., predeceased his father, leaving children as described above. The said Will of Dudley G. Roe appointed his second wife, Edith Eugenie Roe, Complainant, and George W. Constable, Complainant, as Executors with power of sale of real estate, which Estate remains open in the Orphans' Court of Kent County, Maryland, # 3513.

7. That, as a result of the above, it appears and your Orators believe that the subject property is presently held by the following named parties in the following stated fractional shares: (See Exhibit # 7)

a. Complainant, Barbee Humphreys Roe, presently owns a one-eighth (1/8) undivided interest in the property received in the aforementioned deed (exhibit # 2) from Dudley G. Roe.

b. Complainant, Brown M. Roe, presently owns a one-eighth (1/8) undivided interest in the property received in the aforementioned deed (Exhibit # 2) from Dudley G. Roe.

c. Complainants, eorge W. Constable and Edith Eugenie Roe, as Co-Executors of the Estate of Dudley G. Roe, deceased, own a one-half (1/2) undivided interest in the property, which, under the terms of the Last Will and Testament of the said Dudley G. Roe, deceased, (Exhibit # 6) Item Ninth, should be distributed, subject to any outstanding claims, one-fourth (1/4) to the said Brown M. Roe and one-sixteenth (1/16) each to Respondent, Michael W. Roe, Minor; Respondent, Kathleen Anna Roe Moore; Respondent, Deelucie Lynn Roe, Minor, and Complainant, Alexander M. Roe.

d. Complainant, Alexander M. Roe, and Respondent, Kathleen Anna Roe Moore, each presently own five-seventy seconds (5/72) undivided interests in the property received, three-seventy seconds (3/72) each from the Estate of Dudley Roe, Jr. (who died possessing twelve-seventy seconds (12/72) of the property, receiving nine-seventy seconds (9/72) from the aforementioned deed (Exhibit # 2) by Dudley G. Roe and three-seventy seconds (3/72) from the intestate estate of Elsie Moir Roe, deceased, his wife) under his Last Will and Testament (Exhibit # 4), after the allocation made by the Administrator D.B.N.C.T.A. (Exhibit # 5); and two-seventy seconds (2/72) each from the intestate estate of their mother, Elsie Moir Roe, deceased.

e. Respondent, Michael W. Roe, presently owns a one-fifty

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fourth (1/54) undivided interest in the property received from the intestate estate of his father, Dudley G. Roe, III, deceased (who owned two-seventy seconds (2/72) at the time of his death, received from his mother, Elsie Moir Roe, deceased) and, he also owns a three-seventy seconds (3/72) undivided interest in the property received from the estate of Dudley G. Roe, Jr. (See Exhibit #2) for a total interest in the property of one-fifty fourth (1/54), plus one-twenty fourth (1/24) or thirteen-two hundred and sixteenths (13/216).

f. Respondent, Deelucie Lynn Roe, presently owns a three-seventy seconds (3/72) undivided interest in the property received from the Estate of Dudley G. Roe, Jr., as his daughter by his second marriage.

g. Finally, Respondent, Elsie Ubank Paul, presently owns a two-two hundred and sixteenths (2/216) undivided interest in the property received from the intestate estate of Dudley G. Roe, III, as his surviving wife (see sub paragraph e.).

8. That the above described property cannot be divided without loss or injury to the parties because it is physically not susceptible to such division without destruction of the building situate thereon.

9. That, your Orators are advised and believe that it would be to the best interest and advantage of all parties who have an interest in said property that the property, a small office building near the center of Sudlersville, be sold and the proceeds retained and held for the benefit of the parties found by the Court to be in interest, to be distributed as their interest appears in accordance with Article 16, Section 154 of the Maryland Code.

10. That, your Orators are advised and believe that the said parties, Michael W. Roe and Deelucie Lynn Roe are minors and therefore incompetent under the Laws of Maryland.

TO THE END WHEREFORE:

A. That, this Honorable Court Decree a sale of said real estate and appoint a Trustee for the purpose of making said sale.

B. That, this Honorable Court may in its Decree for Sale of the premises provide for Notice to Creditors of Dudley G. Roe, III, deceased, not to exceed ninety (90) days.

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C. That, this Honorable Court issue an Order of Publication giving notice to those parties who are non-residents of the State of Maryland of the object and substance of this Bill of Complaint and warning them to be and appear in this Court in person or by Solicitor on some certain date to be named therein to answer the premises and to show cause, if any they have, why a Decree should not be passed as prayed and that their failure to so appear may result in a Decreee granting the relief requested in said Bill of Complaint.

D. That, the Court determine for the parties the exact interest each has, if any, from the proceeds of the sale of said real property.

E. That, the Court appoint, where required by law, Guardians ad litem for any incompetent parties.

F. And that your Complainants have whatever other and further relief as their case may require.

AND, AS IN DUTY BOUND, ETC.

Floyd L. Parks
Solicitor for the Complainants
125 Court Street
Chestertown, Maryland 21620
Telephone: 778-2112

Filed Nov 6, 1973

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ERNEST D. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

Exhibit # 1

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#7602. Q U E E N A N N E ' S C O U N T Y, T O W I T: Be it remembered that on the twenty fifth day of February, in the year nineteen hundred and twenty, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this 24th. day of February, in the year nineteen hundred and twenty, byMattie G. Roe, widow, of Queen Anne's County, in the State of Maryland, Witnesseth, that for and in consideration of the sum of five dollars ($5.00) and of other good and valuable considerations, the receipt thereof in full being hereby acknowledged, the said Mattie G. Roe does hereby grant and convey unto Dudley G. Roe,his heirs and assigns, in fee simple, the following real estate, to wit:-

All that lot or parcel of land, situate, on the west side of Church Street in the town of Sudlersville in the First Election District of Queen Anne's County, Maryland, whereon the grantee has lately erected a brock office building, and fully described as follows: Beginning at a nail in the Concrete pavement at a point in the line between this property and the store property occupied by Charles B. Chance and running thence south eighty three degrees west, fifty six feet and eight inches to the property of W.R.Redden; thence with the Redden property south four degrees forty five minutes east, forty seven feet and six inches to a fence post; thence north eighty nine degrees east, fifty

four feet and eight inches to a nail in the Concrete pavement; thence north three degrees thirty minutes west, fifty one feet and one inch to the place of beginning, containing .0627 acres of land, being a part of the lot mentioned as the store property and lot in Sudlersville devised to the said Mattie G. Roe, in the last will and testament of her father, Joseph E. George, duly admitted to probate and now of record in the office of the Register of Wills for Queen Anne's County, Maryland.

TOGETHER with the buildings and improvements thereon erected and being and all and singular the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining. And the said Mattie G. Roe does hereby covenant that she will warrant specially the property hereby conveyed and that she will execute such further assurances of said land as may be or become requisite or necessary.

Witness the hand and seal of the grantor.

Test; John F. Stokes. Mattie G. Roe. (SEAL)

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

I hereby certify that on this 24th. day of February, in the year nineteen hundred and twenty, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, duly commissioned and qualified, personally appeared Mattie G. Roe, the grantor above named, and did acknowledge the aforegoing deed to be her act.

Notary Public Seal. John F. Stokes. Notary Public.

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from LIBER [illegible], folio [illegible] 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 31st. day of [illegible], Nineteen Hundred and Seventy-two.

Charles W. Cecil
Clerk of the Circuit Court for Queen Anne's County.

Filed Mar 6, 1972

EXHIBIT # 2

3/

::

#17,052. QUEEN ANNE'S COUNTY, TO WIT:

Be it remembered that on the Fifteenth day of April, in the year nineteen hundred and thirty five, the following Deed was brought to be recorded, to wit:-

This Deed, made this thirteenth day of April 1935 by Dudley G. Roe and Anna M. Roe his wife of Sudlersville, Queen Anne's County in the state of Maryland, Witnesseth That, for and consideration of the sum of $5 and of other good and valuable considerations, the receipt thereof in full being hereby acknowledged. The said Dudley G. Roe and Anna M. Roe, his wife, do hereby grant and convey unto Dudley G. Roe, Jr., Elsie Moir Roe his wife, Brown M. Roe and Barbee Humphreys Roe his wife, their heirs and assigns in fee simple, a one-eighth interest each in the following real estate to wit:

All that Lot or Parcel of Land, situate on the West side of Church Street in the town of Sudlersville in the First Election District of Queen Anne's County, Maryland, whereon the Grantors has lately erected a brick office building, and fully described as follows: Beginning at a nail in the concrete pavement at a point in the line between this property and the store property occupied by Charles B. Chance and running thence South Eighty Three Degrees West, Fifty-six Feet and Eight inches to the property of W. R. Redden; thence with with the Redden property South Four Degrees Forty Five minutes East, Forty-Seven Feet and Six inches to a fence post; thence North Eighty-Nine Degrees East, Fifty-Four feet and Eight inches to a nail in the concrete pavement; thence North Three Degrees Thirty Minutes West, Fifty-one feet and One inch to the place of beginning containing .0627 Acres of Land, being a part of the lot mentioned as the Store property and Lot in Sudlersville devised to the said Mattie G. Roe in the last will and testament of her father, Joseph E. George, duly admitted to probate and now of record in the office of the Register of Wills for Queen Anne's County, Maryland.

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Being the same real estate located in the town of Sudlersville, Queen Anne's County, Maryland, described in a deed from said Mattie G. Roe to the said Dudley G. Roe dated February 24, 1920 and recorded in Liber JFR #4, Folio #178, a land record book for Queen Anne's County.

And the said Dudley G. Roe and Anna M. Roe his wife do hereby covenant that they warrant specially the property hereby conveyed and they will execute such further assurances of said land as may be or become requisite or necessary.

Witness the hand and seal of said grantors.

Test:

JOHN F. STOKES

DUDLEY G. ROE (Seal)

ANNA M. ROE (Seal)

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

I hereby certify that on this thirteenth day of April in the year 1935 before the subscriber a Notary Public of the state of Maryland in and for Queen Anne's County duly commissioned and qualified personally appeared Dudley G. Roe and Anna M. Roe his wife the grantors above named and did acknowledge the aforegoing deed to be their act.

JOHN F. STOKES
Notary Public.

Notary Public
Seal.

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from LIBER [illegible], folio [illegible] 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 [illegible] day of August, Nineteen Hundred and Seventy-two.

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

Recd Nov 6, 1972

Exhibit # 3

Last Will and Testament

of

DUDLEY G. ROE, JR.

I, DUDLEY G. ROE, JR., of the Town of Smyrna, Kent County and State of Delaware, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all former Wills or other testamentary dispositions made [illegible].

ITEM I. I direct my Executors hereinafter named to pay all of my just debts as soon after my death as may conveniently be done. I also direct my said Executors to pay my funeral expenses, to include in the discretion of the Executors, the cost of a suitable burial lot, the perpetual care thereof and the cost of a suitable marker and/or monument and the erection of the same at my grave (or such of these as have not otherwise been provided for during my lifetime), the amount to be expended for any or all of such items to be in the sole discretion of my Executors and without the necessity of the prior or subsequent approval of the Orphans' Court for Kent County or of any other Court having jurisdiction of the settlement of my estate.

ITEM II. I hereby give and bequeath unto my daughter, Deelucie Lynn Roe, all of the notes due me by The D & R Supply Company. In the event that my said daughter has not reached the age of twenty-two (22) years, I hereby give and bequeath the said notes of The D & R Supply Company unto Brown M. Roe and William H. Vaughn, Trustees, to hold the same for the benefit and use of my said daughter, Deelucie Lynn Roe, until she has reached the age of twenty-two (22) years. Said Trustees shall hold and manage said property, shall collect all income therefrom, and shall apply the income and principal toward the education of my said daughter and, in addition to the use of the trust for the education of my said daughter, shall apply such sum or sums of the principal of the trust, as said Trustees may deem necessary or appropriate, to meet the expenses of any illness, including medical or hospital care, or to meet the exigencies of any other emergency to which my said daughter may be subject. Upon my said daughter reaching the

age of twenty-two 2) years, this trust is t cease and the remaining principal and income is to be paid over to my said daughter, Deelucie Lynn Roe.

ITEM III. I direct that all Federal and State Estate Taxes (including any such taxes which may be due by reason of the inclusion in my estate for estate tax purposes of any policies of insurance upon my life, or any property transferred by me prior to my death and [illegible] property owned by me as tenants by the entirety or joint tenant with my wife or as joint tenant with any other person), and all Inheritance and Succession taxes payable to the United States or any State or territory thereof, shall be paid from my Residuary Estate.

ITEM IV. I hereby give and bequeath all automobiles owned by me at the time of my death and all jewelry, clothing and personal effects, household furniture and furnishings and effects, books and works of art that I may own at the time of my death, unto my wife, Della H. Roe, if living, but if not, I give and bequeath said property in equal shares unto such of my children as shall be then [illegible] the event that any of my children then living shall not have arrived at majority, I authorize my Executors to deliver to such child's guardian or other person standing in loco parentis, such of his or her share of said chattels as in the judgment of my Executors may be appropriate for the use and benefit of such minor child, the receipt of said guardian or other person to be a valid discharge to my said Executors.

ITEM V. I give and bequeath unto my stepsons, Ronald W. Hunt and Kenneth L. Hunt, the sum of One Thousand ($1,000.00) Dollars each.

ITEM VI. If my said wife, Della H. Roe, should survive me, I hereby give, devise and bequeath, in trust, unto my brother, Brown M. Roe of Centerville, Maryland, and my attorney, William H. Vaughn, of Clayton, Delaware, or the survivor of them, as Trustees, as amount equal to fifty percent (50%) of the value of my adjusted gross estate as finally determined for Federal Estate Tax purposes, in accordance with the provisions of the Internal Revenue Code and any Amendments thereto in effect at the time of my death, undimin-

ished by any estate, inheritance, transfer or succession taxes or death duties, either State or Federal, less the aggregate value of all property or interests in property, if any, which passed to my wife, under any other provisions of this, my Will, or which will pass or will have passed to her, or for her benefit, otherwise than under this, my Will, by operation of law, under life insurance policies or otherwise, but only to the extent that such interests are included in determining my adjusted gross estate and are allowable as a marital deduction for Federal Estate Tax purposes, such trust to be known as the "Marital Deduction Trust".

My Executors shall allocate and designate the cash, securities and other property, including real estate and interests therein, which shall constitute such trust. The assets to be allocated to establish such trust shall be selected in such manner that the cash and other property allocated will have an aggregate fair market value fairly representative of such trust's proportionate share of the appreciation or depreciation in the value to the date, or dates, of allocation of all property then available for allocation. Any property included in my estate at the time of my death and allocated in kind to such trust shall be valued for that purpose at the value thereof as finally determined for Federal Estate Tax purposes, and any other property so allocated shall be value for that purpose at its cost. No asset or proceeds of any asset shall be included in the trust as to which a marital deduction is not allowable if included. Such trust shall abate to the extent that it cannot be satisfied in the manner hereinabove provided.

ITEM VII. My said Trustees shall hold the Marital Deduction Trust property in trust and manage the same and collect the income and profits arising therefrom and, after paying all costs and expenses incident to said trust (including allowable compensation to my Trustees), shall dispose of the net income and principal, as follows:

(a) The Trustees, accounting from the date of my death, shall pay at least as often as quarterly, the net income

therefrom to my said wife so long as she may live. The said Trustees are further authorized, in their sole and absolute discretion, to make payments to my said wife from the principal of said Marital Deduction Trust property to the extent that they may deem necessary and proper for the reasonable and comfortable support of my said wife in accordance with her station in life and for the purpose of providing for her in the event of accident, illness, misfortune or other emergency.

Upon the death of my said wife, the Trustees shall pay over and deliver all accrued and undisposed of net income in said Marital Deduction Trust to her executors or administrators, and shall pay over and deliver the entire principal of said trust then in their hands, in such manner and proportions as my said wife may designate and appoint in her Last Will and Testament, which power of appointment I grant and confer upon my said wife alone, and, in all events, with respect to any and all of the property held by the Trustees under this Marital Deduction Trust, said power to be exercisable in favor of the estate of my said wife or in favor of or in trust for any person, firm or corporation, including her creditors and creditors of her estate, or any of them whom my said wife shall select; provided, however, that no exercise of such power of appointment shall be effective unless specific reference thereto shall be made in a Will executed by my wife after my death, expressly intending to exercise such power. To the extent that my said wife does not exercise a valid power of appointment in accordance with the powers herein granted, that portion or all, as the case may be, of the principal of said Marital Deduction Trust over which my said wife has failed to exercise a valid power of appointment, shall be held by the Trustees and distributed by them in the same manner and in the same proportions as set forth in the next succeeding paragraph, Item VII (b) of this, my Last Will and Testament.

(b) Upon the death of my said wife, or upon my death if she should predecease me, the Trustees shall divide, distribute

and pay over all of said trust property, absolutely and free of all trust, as follows: The Trustees shall divide said trust property then in their hands into equal shares, making one share for each child of mine then living and one share for each then deceased child of mine who shall have a descendant or descendants then living, the then living descendants of any then deceased child to stand in the place of and take the share his, her or their parent would have been entitled to if said parent had been then living, per stirpes and not per capita.

(c) Said Trustees shall pay all amounts of income and corpus payable hereunder to any person, into the hands of such person and not unto any other person, persons, corporation or corporations whatsoever, whether claiming by his or her authority or otherwise, so that said payments may not be liable for the debts, contracts or engagements of any such designated person or persons or taken in execution, by attachment or garnishment or by other legal or equitable proceedings, while in the hands of the Trustees, nor can said payments be anticipated. If the person entitled to receive payments of income and/or principal be or become physically incapacitated or incompetent, whether actually so adjudicated or not, said Trustees, in the exercise of their sounddiscretion, may expend for the account of such physically incapacitated person, whatever said physically incapacitated person, if not physically incapacitated, or for account of such incompetent, whatever such incompetent, if of sound mind, would be entitled to receive, or may pay the same to such person or persons, corporation or corporations, as may be or be acting as Committee or Trustee of such incapacitated person or incompetent.

(d) The Trustees shall have all powers necessary and property for the management of the trust property, including the power to take possession of, hold, receive, collect sue for and recover the same, or any part thereof, and the proceeds, revenues, income, rents, issues and profits thereof, and give full receipts and acquittances therefor, and also shall have full power at all times during the continuance of the trust hereby created, to invest,

reinvest, and change the investments of this trust from time to time, and for that purpose and for any other purpose of the trust, without previous application to or subsequent ratification by any court of law, equity or probate, and for such consideration as to said Trustees shall seem proper, to sell, lease, mortgage, grant, assign, convey, bargain, transfer, exchange and in any other manner, conditionally or absolutely, to dispose of all or any part of said trust estate, whenever and as often as they may deem it advisable or proper to do so, without obligation on the part of any purchaser or purchasers or other person or persons dealing with said Trustees to see to the application of the purchase money or other consideration passing to said Trustees. Said Trustees are also authorized and empowered to execute, acknowledge and deliver any and all instruments of writing and to do any and all matters and things necessary, required or advisable to be done in connection with the performance of their duties hereunder. In making investments they shall not be limited or restricted to securities of the character authorized or permitted as suitable for the investment of trust funds by the laws of the State of Delaware, or the rules or decisions of any Court thereof, but are hereby expressly authorized and empowered in their discretion to invest in such bonds, common or preferred stocks and other securities as may, in their opinion, result in a future increase in the value and yield of the trust estate. Said Trustees are further authorized and empowered to retain as investments such property, real and/or personal, as may come into their hands through the administration of the estate until such time as said Trustees, in their discretion, shall deem it proper to dispose of the same.

(e) The Trustees shall charge all premiums on investments against principal, and shall credit all discounts on investments to principal. Any and all cash dividends, whether ordinary or extraordinary (except dividends in liquidation) shall be considered as income. Stock dividends and/or rights to subscribe to stock (whether availed of or sold by the Trustees) shall not be

considered as income but as an increment in the value of the principal, and added to the principal account of the fund in which the stock is held upon which such dividend or rights accrue, after deducting therefrom or charging against the same all income taxes payable with respect thereto.

The Trustees may, in their sole discretion, apportion between principal and income any expenditures which, in their opinion, should be apportioned, notwithstanding any legal rule to the contrary.

(f) In any case in which the Trustees are required, pursuant to the provisions of this instrument, to divide the principal of the trust estate into parts or shares, or to distribute such parts or shares, they are authorized and empowered, in their sole discretion, to make such division or distribution in kind or in money, or partly in kind and partly in money, and for the purposes of such allotment the judgment of the Trustees concerning the property thereof, and the relative value for the purpose of division or distribution of the property and securities as allotted, shall be binding and conclusive on all persons and corporations interested therein.

(g) The Trustees are authorized, in their discretion, to register and carry any stocks, bonds, or other assets of the trust estate in the name of any individual or other nominee they may select from time to time to facilitate the expeditious transfer or other handling thereof.

(h) If for any reason the aforesaid Trustees shall require the aid of a Court of equity for any purpose in the administration of this trust, such court of equity shall not retain jurisdiction of this trust, except for the purpose or purposes for which proceedings would be brought.

ITEM VIII. I hereby give, devise and bequeath all of rest, residue and remainder of my property and estate, of every kind and description, real or personal and wheresoever situate, of which I may die seized and possessed or to which I may be entitled

in any manner at the time of my death, in equal shares unto my children living at the time of my death and the then living descendants of any then deceased child of mine, the said then living descendants of any then deceased child of mine to stand in the place of and take the share his, her or their parent would have been entitled to take if said parent had been then living, per stirpes and not per capita.

ITEM IX. In the event that my wife, Della H. Roe, and I shall die under such circumstances that there is no sufficient evidence that we died otherwise than simultaneously, my said wife shall be deemed to have survived me.

ITEM X. In the event my wife, Della H. Roe, should predecease me, and our daughter, Deelucie Lynn Roe, is living at the time of my death and may not have attained the age of twenty-one (21) years, I hereby nominate, constitute and appoint Mitchell Morrison and Blanceh Morrison, presently residing at 416 Ardmore Avenue, Trenton, New Jersey, as Guardians of the person of my said daughter.

ITEM XI. I hereby nominate, constitue and appoint my brother, Brown M. Roe, and my attorney, William H. Vaughn, or the survivor of them, Executors of this, my Last Will and Testament, to serve as such without bond, and I hereby confer upon my said Executors full power and authority to do and perform all things necessary in their discretion to facilitate the administration and settlement of my estate, including the power to sell, either at public or private sale, any property, real or personal, owned by me at the time of my death, without application to or subsequent approval of the Orphans' Court for Kent County or of any other Court having jurisdiction of the settlement of my estate, and to transfer and convey any property so sold to the purchaser or purchasers thereof and no purchaser shall be required to see to the application of the purchase money. And I further authorize and empower my said Executors to settle, compromise or adjust any claim against or in favor of my estate pending the administration thereof.

In any case in which my Executors are required, either under any of the provisions of this Will or in order to make a proper distribution of my estate, to divide the assets of my estate or any of them, I hereby authorize them to make such division in cash or in kind, or partly in cash and partly in kind, and any division so made by my said Executors shall be binding and conclusive upon all persons interested in my estate, without the necessity of prior application to or subsequent ratification by the Orphans' Court for Kent County or of any other Court having jurisdiction of the administration of my estate.

With respect to the share or any other portion of my estate which would be distributable to a minor pursuant to any of the provisions of this, my Last Will and Testament, I authorize my Executors to pay the same to the guardian or guardians of said minor, or other person or persons standing in loco parentis, and the receipt of such person or persons shall be a full release and acquittance to my Executors therefor.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 12TH day of JUNE, 1968.

Dudley G. Roe Jr. (SEAL)

Signed, Sealed, Published and Declared by the above-named Testator, Dudley G. Roe, Jr., as and for his Last Will and Testament, in the presence of the undersigned, who, at his request, in his presence and in the presence of each other, have hereunto subscribed our names as witnesses.

Patricia A. Downs residing at Kenton, Delaware

Jennett T. Vaughn residing at Clayton, Delaware

LIBER 7 PAGE 592

State of Delaware

KENT COUNTY, SS.

I, RAYMOND F. BOOK, JR., Register for the Probate of Wills and Granting Letters of Administration, &c., for Kent County in the State of Delaware, do hereby certify that the foregoing is a true EXEMPLIED copy of the Last Will and Testament of

DUDLEY Q. ROE, JR. RECORDED IN WILL BOOK W-3, Page 328

as the same remains on file and of record in this office.

In Testimony Whereof, I have hereunto set my hand and official seal at Dover this 12th day of August in the year of our Lord one thousand nine hundred and Sixty-Nine

Raymond F. Book Jr.
REGISTER

State of Delaware,
Kent County, ss.

I, William Duffy, Chancellor of the State of Delaware, do certify that the certificate and attestation made by Raymond F. Book, Jr. , Register of Wills, in and for Kent County and State of Delaware, whose name is thereto subscribed, and seal of his office affixed, are in due form, and made by the proper officer.

In Testimony Whereof, I have hereunto set my hand this 12th day of August A. D. 1969

William Duffy
Chancellor

State of Delaware,
Kent County, ss.

I, Carl F. Prettyman Register in Chancery of the State of Delaware, in and for Kent County, do certify that the William Duffy, by whom the foregoing attestation was made and who has hereto subscribed his name, was, at the time of making thereof and still is, Chancellor of the State of Delaware, duly commissioned and sworn, to all whose acts, as such, full faith and credit are and ought to be given, as well in Courts, of judicature as elsewhere.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court this 12th day of August in the year of our Lord one thousand nine hundred and sixty-nine A. D. 1969

Carl F. Prettyman
Register in Chancery

State of Delaware

KENT COUNTY, SS.

James T. Vaughn, one of the witnesses to the within and foregoing instrument of writing, purporting to be the Last Will and Testament of Dudley G. Roe, Jr. deceased, late of Duck Creek Hundred, comes before H. CLIFFORD CLARK, Register for the Probate of Wills and Granting Letters of Administration, etc., for Kent County, in the State of Delaware, and on solemn oath says that ~~xxxxx~~ he saw the said Testator sign and seal the said Instrument and heard him publish, pronounce and declare the same as and for his Last Will and Testament: that at the time of his so doing and saying he was of sound disposing mind, memory and understanding, and upwards of twenty-one years of age: that he the said James T. Vaughn subscribed the same as a witness at the instance and in the presence of the Testator and in the presence of Patricia A. Downs the other subscribing witness who subscribed the same in the presence of the Testator and this deponent.

James T. Vaughn

Sworn and subscribed this 1st day of July A.D. 19 68 before

H. Clifford Clark

Register.

Form 3

State of Delaware

KENT COUNTY, ss.

Patricia A. Downs, one of the witnesses to the within and foregoing instrument of writing, purporting to be the Last Will and Testament of Dudley G. Roe, Jr. deceased, late of Duck Creek Hundred, comes before H. CLIFFORD CLARK, Register for the Probate of Wills and Granting Letters of Administration, etc., for Kent County in the State of Delaware, and on solemn oath says that she saw the said Testator sign and seal the said Instrument and heard him publish, pronounce and declare the same as and for his Last Will and Testament; that at the time of his so doing and saying he was of sound disposing mind, memory and understanding, and upwards of twenty-one years of age: that she the said Patricia A. Downs subscribed the same as a witness at the instance and in the presence of the Testator and in the presence of James T. Vaughn the other subscribing witness who subscribed the same in the presence of the Testator and this deponent.

Patricia A. Downs

Sworn and subscribed this 2nd day of July A.D. 19 68 before

H. Clifford Clark
Register.

Form 3

Dudley G. Roe, Jr.

Be it remembered that on this 1st day of July A.D. 19 68 the last will and testament of Dudley G. Roe, Jr. deceased, late of Duck Creek Hundred, Kent County and State of Delaware was proved approved and allowed the above and foregoing is a true and a correct copy as the same remains on file in this office, that letters Testamentary were granted unto Brown M. Roe and William H. Vaughn the Executors named in said will, who being by me first duly sworn according to law gave bond with Della H. Roe as surety in the sum Twenty Thousand dollars, warrant of appraisement issued to ..... and .....

See Bond Book No. 74 Page 93

7/1/68 Proof of Posting
7/1/68 Notice to Creditors Filed
Published in Delaware State News

N. Clifford Clark
Register of Wills.

34

To H. Clifford Clark

Register of Wills for the

County of Kent, in the State of Delaware

In the Matter of the Probate of the last Will and Testament of Dudley G. Roe, Jr. 305 School Lane, Smyrna, Del. Deceased.

PETITION.

The Petition of Brown M. Roe and William H. Vaughn of P.O. Box 454, 507 So. State St, Dover, Del.

respectfully showeth that they are the Executors named in the last Will and Testament of Dudley G. Roe, Jr. dated the 12th day of June A. D. 1968

That said Dudley G. Roe, Jr was a resident of Kent County, State of Delaware and departed this life at Kent General Hospital in the County of Kent and State of Delaware on Saturday the 22nd day of June A. D. 1968, at 10:00 o'clock, A M.

The said testator was possessed of personal property to the value of $ 84,000.00 and of real estate (less incumbrance) to the value of $ 33,000.00 as near as can be ascertained, situated as follows: House & Lot at 305 School Lane, Smyrna, Delaware (Property in Sussex Co) Jointly held

Lots No. 43 & Westerly ½ of Lot #42 as shown on plot plan of Subdivision No. 1 of lands of Madison M Gray, Fenwick (Also Land in Md)

Therefore the said Brown M Roe and William H Vaughn respectfully apply for Probate of the said last Will and Testament of said deceased and for Letters Testamentary thereon.

Dated July 1, A. D. 1968

Brown M Roe
William H Vaughn

Kent County, ss.

We, Brown M. Roe and William H. Vaughn named in the above application being duly Sworn according to law, say that the matters and things set forth in the foregoing Petition are true to the best of our knowledge and belief.

Sworn to and subscribed before me, at Dover, July 1, A. D. 1968

H. Clifford Clark
Register.

Brown M Roe
William H. Vaughn

LIBER 7 PAGE 598

Know all Men by these Presents, That we Brown M. Roe and Wm. H. Vaughn Della H. Roe.

are held and firmly bound to the State of Delaware in the sum of Twenty Thousand Dollars, current money of said State, unto which payment well and truly to be made unto the said State we bind ourselves, our heirs, executors, and administrators, jointly and severally firmly by these presents. Sealed with our seals, and dated at Dover, this 1st day of July one thousand nine hundred Sixty-eight

The Condition of this Obligation is such, That if the above named Brown M. Roe and Wm H. Vaughn, Executors Dudley H. Roe, Jr. deceased

shall cause a true and perfect inventory and appraisement to be made of all and singular the goods and chattels of the deceased, whereof the said Executors

shall have knowledge, and the same, with a true and perfect list of all his debts and credits whereof the said Executors

shall have knowledge, to be delivered into the Register's Office of Kent County in the State of Delaware on or before the 1st day of October next, and shall well and faithfully administer, according to law, all the goods and chattels, rights and credits of the deceased which shall have come to the possession or knowledge of the said Executors

and shall render a just and true account of such administration by the 1st day of July next; and shall distribute and pay all the residue of said goods and chattels, rights and credits, after all demands and charges to which they are subject are deducted, to the person or persons entitled to receive the same:

AND ALSO, in case the said Executors shall be removed from office, or, before closing the concerns of the estate of the deceased, shall die, then if the said Executors

in case of such removal, or the executors or administrators of the said Executors in case of such deaths, shall, without delay, deliver to the person or persons entitled to receive the same all the unadministered goods and chattels, rights and credits, moneys, securities, books and papers belonging to the estate of the said deceased, or with which the said Executors at the time of such removal or decease shall be chargeable, all just allowances being made, then this obligation shall be void, or otherwise it shall remain in force.

Signed, Sealed and delivered in the presence of
Rebecca Cleaner

Brown M. Roe (SEAL)
William H. Vaughn (SEAL)
Della H. Roe (SEAL)

Appraisers:

We, Brown M. Roe and Wm. H. Vaughn do solemnly swear that I will diligently and faithfully perform all the duties incumbent on me up as Executors of Dudley H. Roe, Jr. deceased.

Subscribed and Sworn this 1st day of July 1968 before

Brown M. Roe
William H. Vaughn

Filed Nov 6, 1972 H. Clifford Clark
Register

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

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and aforegoing is a true copy of Exemplified Copy of Last Will and Testament of DUDLEY G. ROE, JR., late of Kent County, State of Delaware, deceased,

as filed and passed in this office on September 25, 1969

and recorded in Liber D.E.C. No. 1 Folio 490

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 August 19 72.

Madlyn L. Wootten

Register of Wills for Queen Anne's County, Maryland

Record.

LIBER 7 PAGE 600

5/

Exhibit # 4

IN THE REGISTER'S COURT IN AND FOR KENT COUNTY

STATE OF DELAWARE

IN THE MATTER OF THE)
Estate of DUDLEY G. ROE, JR.)

ORDER ON PETITION OF CO-EXECUTORS FOR
DISCHARGE UNDER 12 DELAWARE CODE SECTION 1547
AND APPOINTMENT OF ADMINISTRATOR, D.B.N.C.T.A.

AND NOW TO WIT this 20th day of July, 1970,

Petitions having been filed by Brown M. Roe and William H. Vaughn, Esquire, for discharge as co-executors of the Estate of Dudley G. Roe, Jr., deceased, and for revocation of their letters testamentary upon such terms and conditions as the Court may deem appropriate and necessary for the security of the Estate pursuant to 12 Delaware Code Section 1547; and said Petitions having been set down for hearing before this Court on May 13, 1970, with notice as provided in said order of this Court dated April 23, 1970, and said hearing having been continued at the request of all attorneys of all interested parties, and the attorneys having since agreed that a hearing would not be necessary and having approved this order as indicated hereon, and the matter having been duly considered and it appearing that said discharge will be for the benefit of the parties interested in said Estate,

IT IS ORDERED as follows:

1. Pursuant to 12 Delaware Code Section 1547 as amended, the letters testamentary issued to Brown M. Roe and William H. Vaughn, Esquire, on July 1, 1968, are hereby revoked effective this date and Brown M. Roe and William H. Vaughn, Esquire, are hereby respectively discharged as executors upon the terms and conditions hereater stated and subject to the following:

(a) Delivery to their successor of all the unadministered rights, credits, money, securities, and books and papers belonging to the Estate of the decedent;

(b) Determination and apportionment, if appropriate, of all expenses and fees to be allowed the executors and their successor, as provided under 12 Delaware Code Section 1544;

2. Jurisdiction is hereby retained by the Register over each of the executors and their surety until further order of this Court granting a final discharge of the executors, which shall not be granted while Chancery Action 223, Kent County, remains pending as to any matters affecting the administration of the Estate.

3. Delaware Trust Company, a Delaware corporation, is appointed as administrator d.b.n. c.t.a. of the estate of Dudley G. Roe, Jr.

4. This order shall not constitute a final discharge of the Executors.

Raymond F. Beck Jr.
Register of Wills

APPROVED:

Paul H. Boswell
[illegible]
[illegible]
[illegible]
[illegible]
for signature of attorneys for parties and the guardian ad litem.

Dudley G. Roe, Jr.

Be it remembered that on this 11th day of August A. D., 1970 DBN CTA that letters of administration upon the estate of Dudley G. Roe, Jr. deceased, late of Duck Creek Hundred, Kent County and State of Delaware were granted unto Delaware Trust Company DBN CTA, who being by me first duly sworn according to law, gave bond with Delaware Trust Company as surety in the sum of Twenty Thousand dollars, warrant of appraisement issued to and

See Bond Book No. 77 Page 5

Notice to Creditors, posted. August 11, 1970

Published in -------

Raymond F. Beck Jr.
Register of Wills.

LIBER 7 PAGE 602

State of Delaware

KENT COUNTY, SS.

I, RAYMOND F. BOOK, JR., Register for the Probate of Wills and Granting Letters of Administration, &c., for Kent County in the State of Delaware, do hereby certify that the foregoing is a true Certified copy of the ~~Last Will and Testament of~~ Order on Petition of Co-Executors, Brown M. Roe and William H. Vaughn, Esquire, for discharge Under 12 Delaware Code Section 1547 and Appointment of Administrator D.B.N. C. T. A. Recorded in Will Book Y-3-206 July 20, 1970.

And Letters Administration D.B.N. C. T. A. issued to Delaware Trust Company on August 11, 1970 recorde in Will Book Y, Volume 3, Page 238.

as the same remains on file and of record in this office.

In Testimony Whereof, I have hereunto set my hand and official seal at Dover this 11th day of September in the year of our Lord one thousand nine hundred and Seventy-two

Raymond F. Book Jr.
REGISTER

Filed Nov 6, 1972

"Exhibit # 5"

TRUST DEPARTMENT

September 8, 1972

Floyd L. Parks, Esq.
Law Offices of Ernest S. Cookerly
Chestertown, Maryland 21620

Re: E 2612 Estate of Dudley G. Roe, Jr.

Dear Mr. Parks:

With reference to your letter of September 6, 1972, we would like to advise you that the marital trust under the will of the late Dudley G. Roe, Jr. has been fully funded and Della H. Roe, widow, has no further interest in said estate. This trust was funded with cash and no allocation of real estate or proceeds of sale of real estate was made to effect such funding.

With reference to our telephone conversation yesterday afternoon, it is my understanding that the residuary legatees of the above-captioned estate, the three living children of Dudley G. Roe, Jr., and the son of a deceased son, have an interest in the real property in Sudlersville, Maryland, which under Maryland law, in effect at the date of Mr. Roe's death, vested in them immediately. It would seem to us that Delaware Trust Company, Administrator d.b.n.c.t.a. of this estate, should not be a party to the suit you mentioned in your letter nor should we be a party complainant.

Any certified copies of documents pertaining to this estate which you may need for exhibits to accompany the Bill of Complaint may be obtained through the office of the Register of Wills, Dover, Delaware 19901.

I trust the foregoing is satisfactory to you and extend best wishes for a satisfactory conclusion to this matter.

Very truly yours,

Warner W. Price III

Warner W. Price III
Assistant Secretary

WWP:nlb

Rec'd Nov-6, 1972

Exhibit # 6

LIBER 05 PAGE 538

LAST WILL AND TESTAMENT
OF
DUDLEY G. ROE

I, DUDLEY G. ROE, of Georgetown, Kent County, in the State of Maryland, do hereby make, publish and declare this as and for my Last Will and Testament in the manner and form following, hereby revoking all other wills and codicils heretofore made by me.

FIRST: I direct that all my just debts and funeral expenses shall be paid by my estate as soon as conveniently may be after my death. I desire that my funeral be simple and inexpensive and that no services be held over my body except the funeral service of the Episcopal Church.

SECOND: I give and bequeath unto my beloved wife, Edith Eugenie Roe, provided she survives me, all my automobiles and all articles of household or personal use and wear (except as otherwise herein specially bequeathed). If my wife predeceases me, I give and bequeath the same to my sons who survive me, share and share alike. It is my wish, but in no way a binding obligation or condition to the gifts herein made that the beneficiary or beneficiaries dispose of certain of such articles in such way as I may suggest in any written memoranda regarding the same which I may leave.

THIRD: I give and bequeath unto my eldest son who survives me all my shares of the capital stock of the Delaware Railroad Company.

FOURTH: In the event any part of the proceeds of my life insurance policies on my life are payable to and received by my estate or my Executors or personal representatives, then if my sister-in-law, Florence Louise Welch, survives me, I give

and bequeath an amount equal to said life insurance proceeds as received unto Dudley G. Roe, Jr., and William Medford Dudley Roe, as Trustees, and unto the survivor, in trust, to hold, manage, invest and reinvest the same and to collect the income and profits issuing therefrom and after paying all proper expenses and charges, to pay over the net income to my sister-in-law, Florence Louise Welch, for and during her life. Upon her death, my Trustees shall pay over and distribute absolutely, and free of all trusts, the trust corpus, or if she predeceases me, I give and bequeath said life insurance proceeds, as the case may be, unto my then living sons and the then living descendants of any then deceased son, such descendants to take, per stirpes, the share which such deceased son of mine would be entitled to take if living.

My Trustees shall have full power and authority to invest, reinvest and change the investments of said trust estate; to vote in person or by proxy, with or without power of substitution, upon all stocks or other securities held by him; to hold any stocks, bonds or other securities in the name of a nominee or nominees; to subscribe to any stock or other securities to which said trust estate may be entitled to subscribe; and for such purposes or for any other purpose to sell (either at public or private sale), lease for such term or terms as my Trustees may deem desirable, irrespective of the possible termination of the trust, exchange or otherwise dispose of all or any part of the trust estate, and to execute all necessary deeds, assignments or other instruments necessary therefor; and wherever divisions or distributions are contemplated, to make such divisions or distributions in kind or in money, or partly in kind and partly in money, and for the purpose of such allotment the judgment of the Trustees concerning the propriety thereof and the relative value for the purpose of division or distribution of the property or security so allotted, shall be binding and conclusive on all parties interested therein. My Trustees shall have full power and authority to invest any funds at any time forming a part of my trust estate hereunder, and to keep the same invested in such stocks, common or preferred, bonds or other property, real or personal, as my Trustees, in their discretion, may consider advisable or proper, without application to or approval of any Court, and without being restricted as to the character of any investments by any statute, rule of law or court governing the

investment of trust funds. For the purpose of the trusts hereinabove established, income shall be taken as commencing and accounting from the time of my death; and notwithstanding any statute or rule of law to the contrary, there shall be no accrual or apportionment of income as between the estates of the deceased beneficiary, or the ultimate remainderman hereunder, to the end that from the death of the beneficiary prior to the payment to her of any income, whether or not collected, such net income shall be paid or applied only to and among persons at the time living and entitled to receive the same as the successor to the persons so dying. The powers herein conferred upon my Trustees shall devolve upon any successor Trustee.

FIFTH: In the event my great-grandson, Michael William Roe, survives me, then I give and bequeath all my shares of stock in the Sudlersville Bank of Maryland unto his uncle and my grandson, Alexander Moir Roe, as Trustee, in trust, to hold, manage, invest and reinvest the same and to collect the income and profits issuing and arising therefrom and after paying all proper expenses and charges to apply so much of the net income and principal as the Trustee in his sole and absolute discretion may deem proper for the support, care, education and benefit of the said Michael William Roe until he attains twenty-one (21) years of age, any income not so used to be accumulated and added to the principal of the trust. Upon attaining twenty-one (21) years of age by Michael William Roe, the Trustee shall distribute the entire trust corpus and any accumulated income to the said Michael William Roe, absolutely and free of all trusts; or if the said Michael William Roe dies during the continuance of the trust, the Trustee shall distribute the trust corpus and any accumulated income to those persons then living who under the then laws of Maryland relating to the distribution of personal property of intestates would be the next of kin of Michael William Roe.

My Trustee shall have full power and authority to invest, reinvest and change the investments of said

trust estate; to vote in person or by proxy, with or without power of substitution, upon all stocks or other securities held by him; to hold any stocks, bonds or other securities in the name of a nominee or nominees; to subscribe to any stock or other securities to which said trust estate may be entitled to subscribe; and for such purposes or for any other purpose to sell (either at public or private sale), exchange or otherwise dispose of all or any part of the trust estate; and to execute all necessary deeds, assignments or other instruments necessary therefor; and wherever divisions or distributions are contemplated, to make any such divisions or distributions in kind or in money, or partly in kind and partly in money, and for the purpose of such allotment the judgment of the Trustee concerning the propriety thereof and the relative value for the purpose of division or distribution of the property or security so allotted, shall be binding and conclusive on all parties interested therein. My Trustee shall have full power and authority to invest any funds at any time forming a part of my trust estate hereunder, and to keep the same invested in such stocks, common or preferred, bonds or other property, real or personal, as my Trustee, in his discretion, may consider advisable or proper, without application to or approval of any Court, and without being restricted as to the character of any investments by any statute, rule of law or court governing the investment of trust funds. The powers herein conferred upon my Trustee shall devolve upon any successor Trustee.

If Michael William Roe does not survive me, said stock shall become part of my residuary estate.

SIXTH: I have heretofore given my son, William Medford Dudley Roe, the remainder interest in my farm known as "Roesville." I did so because he came home after his Navy service at my request to go into the banking business in Sudlersville. I request my said son to pay any debt owed to Oscar Chambers arising out of the purchase of said farm, said debt being approximately Three Thousand Dollars ($3,000) at present; and I suggest he sell the woodland on said farm as a means of doing so.

SEVENTH: I give, devise and bequeath the farm comprising approximately one hundred thirty and one-half (130-1/2) acres of land, known as "Wildwood" located in the First Election District of Queen Anne's County, Maryland, (see discription in

deed dated November 29, 1913, recorded among the Land Records of said County in Liber W.F.W. No. 4, folio 294, etc. from Helen Roe Massey and Samuel J. Massey to Dudley G. Roe) unto my wife, Edith Eugenie Roe, for and during her life; and upon her death I give the remainder interest, or if she does not survive me, upon my death I give my entire right, title and interest in and to said farm to such of my two sons, Dudley G. Roe, Jr., and Brown M. Roe, as are then living and to the descendants then living of such of my said sons as may be then deceased, such descendants to take per stirpes the share and interest which the deceased son would have taken if living.

EIGHTH: In the event my wife predeceases me, then I direct my Executors to sell either at public or private sale, or partly both, as my Executors in their sole discretion elect, all my right, title and interest in and to the real property located in Georgetown, Kent County, Maryland, described in a deed dated January 3, 1949, recorded among the Land Records of said County in Liber W.H.G. No. 9, folio 565, to my wife, and myself; the net proceeds to be added to my residuary estate.

NINTH: All the rest, residue and remainder of my property, of whatsoever nature, wheresoever situate, and whensoever acquired, I give, devise and bequeath absolutely unto such of my two sons, Dudley G. Roe, Jr., and Brown M. Roe, as survive me, and unto such of the descendants surviving me of such of said two sons as may predecease me; such descendants to take per stirpes the share which the predeceased son would have taken if living.

TENTH: I direct that all inheritance taxes payable with respect to any legacy or devise under this Will and all

estate taxes imposed by the laws of the United States or of any State upon my estate or upon any other property or interest (including trust funds, insurance and property owned jointly or by the entireties) not passing under this Will but which may be deemed part of my gross estate for tax purposes shall be paid from my residuary estate.

ELEVENTH: I hereby nominate, constitute and appoint my wife, Edith Eugenie Roe, and George W. Constable to be the Executors of this my Last Will and Testament, and I request and direct that my Executors and each of them be excused from the necessity of giving bond or security for the faithful performance of his or her duties. And I hereby authorize and empower my said Executors or Executor, without application to any Court or Orphans' Court, to sell, invest, mortgage, lease (regardless of the length of the lease term), pledge, exchange or otherwise dispose of, conditionally or unconditionally, all or any part of my estate, real or personal, for the purpose of settling my estate. And I also confer upon said Executors or Executor full power to do or perform any act which they may regard necessary or expedient in respect to any property or asset of mine including the power to compromise claims and suits. If either Executor dies, or fails to qualify, the other shall be sole Executor.

IN WITNESS WHEREOF, I have placed my initials upon the margins of the preceding five (5) pages hereof and have hereunto subscribed my name and affixed my seal this 14 day of Sept., 1966.

Dudley G. Roe (SEAL)
Dudley G. Roe

INITIALED upon the margins of the first five (5) pages

hereof, SIGNED, SEALED, PUBLISHED and DECLARED by DUDLEY G. ROE, 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 in the presence of each other have hereunto subscribed our names as attesting witnesses thereto, the day and year above written.

Margaret W. McCauley Name	Georgetown Md. Address
Henson B. Lynch Name	Georgetown Md. Address
Name	Address

LIBER 7 PAGE 612

LIBER 05 PAGE 545

FIRST CODICIL

OF

DUDLEY G. ROE

I, DUDLEY G. ROE, of Georgetown, Kent County, State of Maryland, do hereby make, publish and declare this as and for a Codicil to my Last Will and Testament, dated September 14,1966 in the manner and form following:

FIRST: I hereby revoke Item TENTH of my said Will in its entirety and do hereby substitute in lieu thereof a new Item TENTH which shall read as follows:

TENTH: I direct that all estate and inheritance taxes in respect to my farm known as "Roesville" shall not be paid by my Executors from my residuary estate to the end that all such taxes shall be apportioned against and paid by the person or persons in possession of said farm.

I direct that all estate, inheritance and transfer taxes payable with respect to all other property includible in my estate or taxable by reason of my death, whether or not such property passes under this Will or any Codicil hereto (including transfers during my lifetime, property owned jointly or by the entireties and proceeds of insurance) shall be paid from the principal of my residuary estate and my Executors shall not be entitled to recover the same from any person.

SECOND: In all other respects except as modified herein, I ratify, confirm and republish my said Last Will and Testament dated

IN WITNESS Whereof, I have hereunto subscribed my name and affixed my seal, this 26 day of ~~December 1968~~ January 1969

Dudley G. Roe (SEAL)
Dudley G. Roe

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LIBER 05 PAGE 546

SIGNED, SEALED, PUBLISHED and DECLARED by DUDLEY G. ROE, the above named Testator, as and for a First Codicil to his Last Will and Testament dated September 14, 1966 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.

Name Julian P. Woodall Address Georgetown, Maryland.

Name Julian W. Hurtt Address Georgetown Maryland

IN THE MATTER OF

DUDLEY G. ROE
deceased

BEFORE THE REGISTER OF WILLS FOR

KENT COUNTY, MARYLAND

ORDER

Upon the foregoing Petition, on appropriate bond having been filed herein, it is this 14th day of January, 19 70,

ORDERED that Edith Eugenie Roe and George W. Constable, they are be and ~~he is~~ hereby appointed personal representative of the estate of DUDLEY G. ROE; and further

ORDERED that the Will accompanying the foregoing Petition be and it is hereby admitted to probate as the Will of the aforenamed decedent.

E. Randolph Burgess
Register of Wills

LIBER 7 PAGE 613

LIBER 7 PAGE 614

The State of Maryland

LETTERS OF ADMINISTRATION

Estate No. 3513

To all persons who may be interested in the Estate of

DUDLEY G. ROE, deceased:

Administration of the Estate of the deceased has been granted on Jan. 14, 1970

to EDITH EUGENIE ROE and GEORGE W. CONSTABLE

The appointment is in full force and effect as of this date.

(and the Will of the deceased was probated on January 14th, 1970.)

VALID ONLY WITH
IMPRINTED SEAL

DATED: Sept. 6th, 1972

WITNESS

E. Randolph Burgess

Register of Wills for Kent County, Maryland.

REGISTER OF WILLS

Filed Nov 6, 1972

State Of Maryland,

KENT COUNTY, SCT:

The subscriber, Register of Wills, in and for Kent County, doth hereby certify that the aforegoing is a true copy of the Last Will and Testament of DUDLEY G. ROE, late of Kent County, deceased, and as recorded in Liber "WILLS" E.R.B. No. 5, folio 538 etc.,

as the same remains on file and of record in my office.

KENT COUNTY, MARYLAND
REGISTER OF WILLS

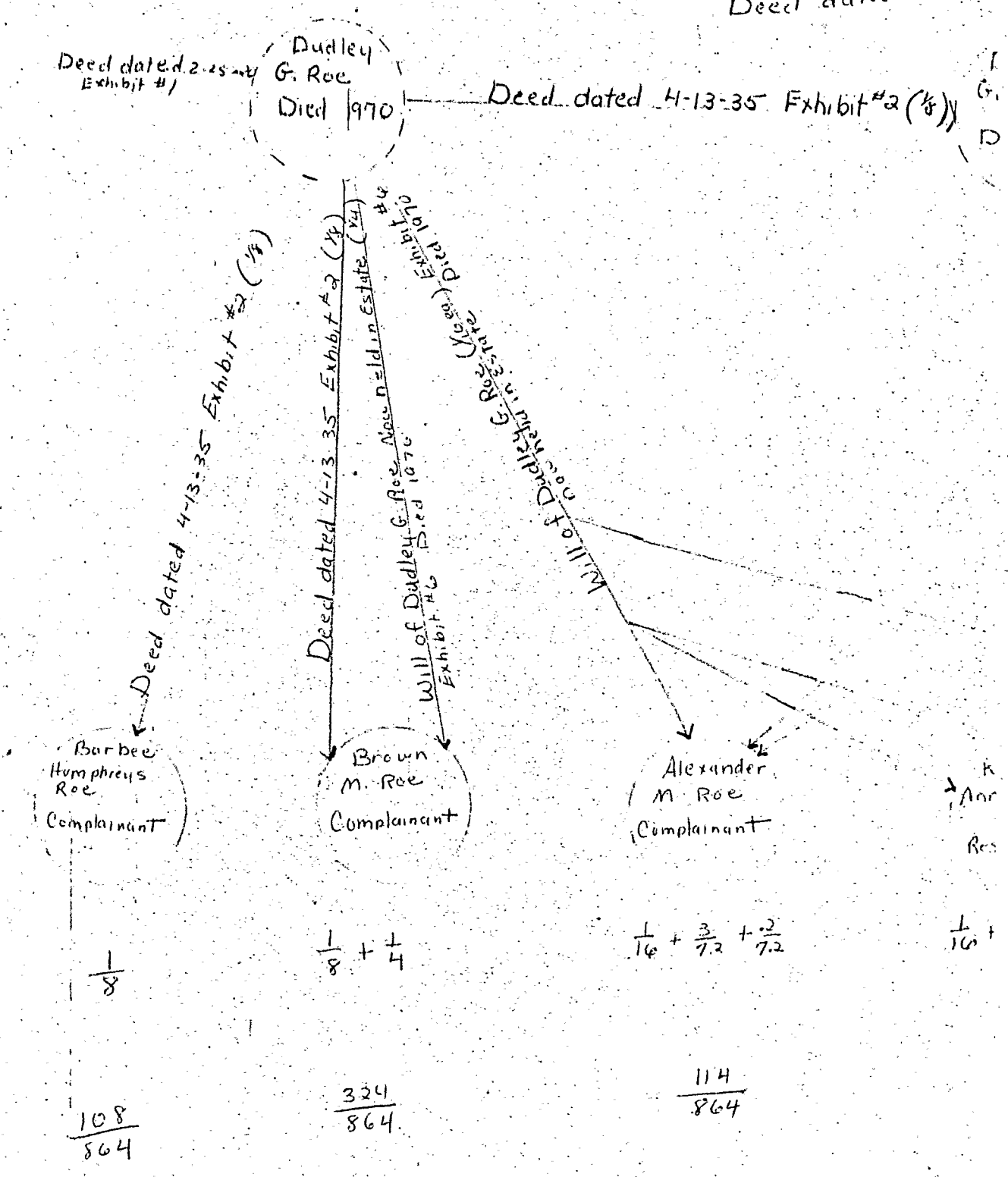
IN TESTIMONY WHEREOF I hereunto set my hand and affix the seal of my office this 23rd day of August, in the year of our Lord Nineteen Hundred Seventy-two.

E. Randolph Burgess

Register of Wills

4/

Exhibit #7 Roe Fami

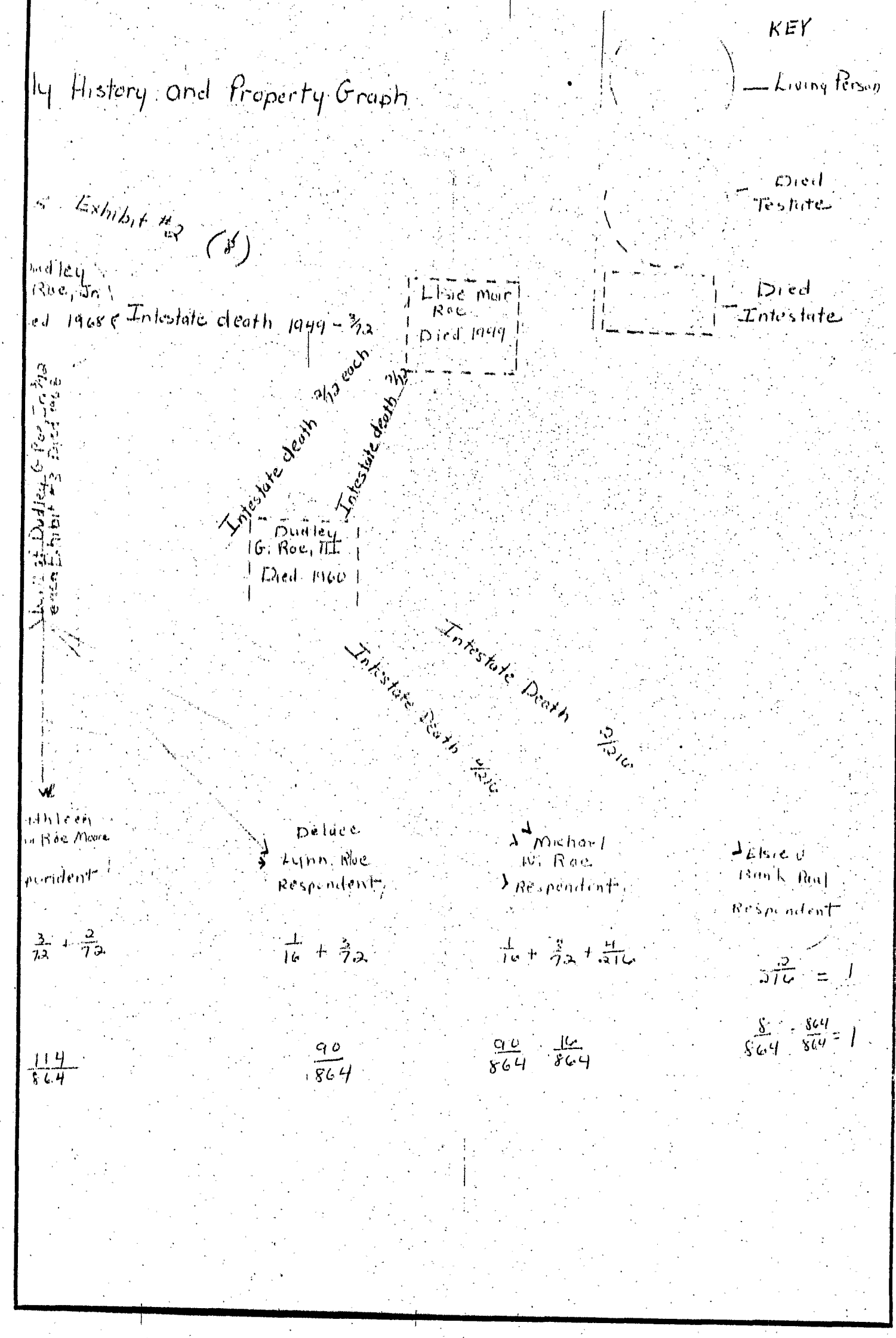


Died Nov 6, 1972

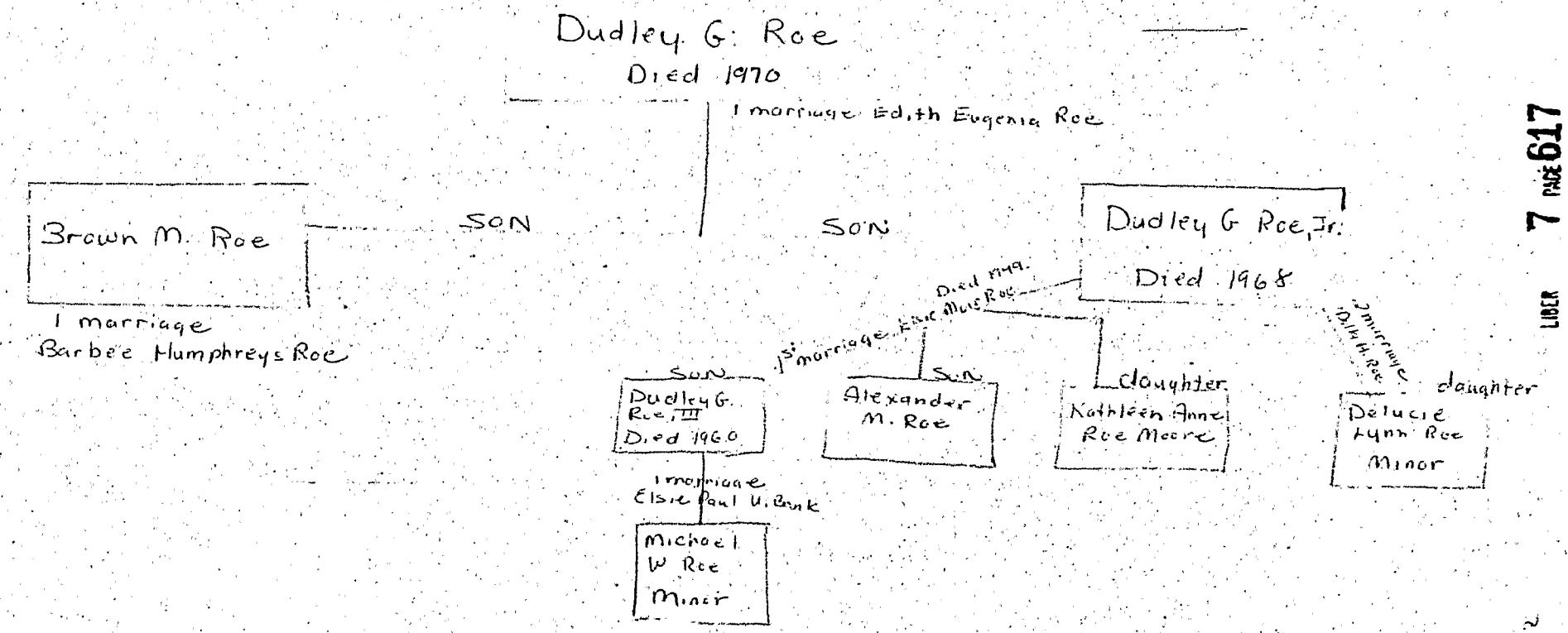
PLEASE NOTE:
WILL CONTINUE ON THE FOLLOWING- PAGES ---

PLEASE NOTE: LIBER 7 PAGE 616

WILL CONTINUE ON THE FOLLOWING PAGE--
Charles W. Cecil, Clerk



Roe Family History



LIBER 7 PAGE 917

Filed Dec 6, 1972

10

BROWN M. ROE and BARBEE HUMPHREYS ROE, his wife, Chestertown, Maryland 21620	*	IN THE
GEORGE W. CONSTABLE, Co-Executor of the Estate of Dudley G. Roe, Deceased, 1000 Maryland Trust Building, Calvert and Redwood Streets, Baltimore, Maryland 21202	*	CIRCUIT COURT
EDITH EUGENIE ROE, Co-Executrix of the Estate of Dudley G. Roe, Deceased, Georgetown, Maryland 21930	*	FOR
and	*	QUEEN ANNE'S
ALEXANDER M. ROE 103 Brook Valley Road Greenville, Delaware 19807 Complainants	*	COUNTY,
VS.	*	MARYLAND
KATHLEEN ANNA ROE MOORE Sandy Hill Road Oyster Bay, Long Island New York 11771	*	EQUITY CASE
MICHAEL W. ROE, Minor 413 Hector Street Ithaca, New York 14850	*	NO.
ELSIE UBANK PAUL 413 Hector Street Ithaca, New York 14850	*	6[illegible]
and	*	
DEELUCIE LYNN ROE, Minor 305 School Lane Smyrna, Delaware 19977 Respondents	*	

* * * * * * * * * * * * *

ORDER OF PUBLICATION

The object of the Bill of Complaint filed in the above entitled cause is to procure partition and sale of the real estate described therein under the provisions of Article 16, Section 154, of the Annotated Code of Maryland.

The Bill states, among other things:

1. that the Complainants and Respondents all have various undivided fractional interests, as tenants in common, in the property described in the Bill which they received by inheritance, devise, administrator's allocation, or deed, as the case may be, as follows:

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

Barbee Humphreys Roe, Complainant, a 1/8 interest;

Brown M. Roe, Complainant, a 1/8 interest;

Alexander M. Roe, Complainant, a 5/72 interest;

Kathleen Anna Roe Moore, Respondent, a 5/72 interest;

Deelucie Lynn Roe, Respondent minor, a 3/72 interest,

Michael W. Roe, Respondent minor, a 3/54 interest;

Elsie Ubank Paul, Respondent, a 1/108 interest; and,

The Estate of Dudley G. Roe, Deceased, George W. Constable, Co-Executor, Complainant, and Edith Eugenia Roe, Co-Executrix, Complainant, a 1/2 interest.

2. that the subject property is described as:

"All that lot or parcel of land, situate, on the west side of Church Street in the town of Sudlersville in the First Election District of Queen Anne's County, Maryland, whereon the grantee has lately erected a brick office building, and fully described as follows:

BEGINNING at a nail in the Concrete pavement at a point in the line between this property and the store property occupied by Charles B. Chance and running thence south eighty three degrees west, fifty six feet and eight inches to the property of W. R. Redden; thence with the Redden property south four degrees forty five minutes east, forty seven feet and six inches to a fence post; thence north eighty nine degrees east, fifty four feet and eight inches to a nail in the Concrete pavement; thence north three degrees thirty minutes west, fifty one feet and one inch to the place of beginning, containing .0627 acres of land, being a part of the lot mentioned as the store property and lot in Sudlersville devised to the said Mattie G. Roe, in the last will and testament of her father, Joseph E. George, duly admitted to probate and now of record in the office of the Register of Wills for Queen Anne's County, Maryland."

3. that the property above described is a lot on which a small office building is situated and is located near the center of the Town of Sudlersville, Queen Anne's County, State of Maryland.

4. that the Complainants are advised and believe that it would be

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2118

to the best interest and advantage of all parties who have an interest in the said property that the same be sold and the proceeds retained and held for the benefit of the parties found by the Court to be in interest, to be distributed as their interest appears.

5. That the Respondents, Michael W. Roe and Deelucie Lynn Roe are minors and therefore incompetent under the laws of the State of Maryland.

6. That the property described cannot be divided without loss or injury to the parties.

The Bill requests that the Court assume jurisdiction over the said property, Decree a Sale thereof, appoint a Trustee to make said sale, provide Notice to Creditors of Dudley R. Roe, III, intestate deceased (who died possessing an interest in said property), determine for the parties the exact interest each one has, if any, from the proceeds of said sale, and appoint Guardians ad litem, where required by law, for any incompetent parties.

IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County, this 6th day of November, 1972, that the Complainants by causing a copy of this Order to be inserted in some newspaper published in Queen Anne's County, State of Maryland, once a week in each of four (4) successive weeks before the 6th day of December, 1972, shall give notice to the Respondents, Kathleen Anna Roe Moore; Michael W. Roe, Minor; Elsie Ubank Paul; and Deelucie Lynn Roe, Minor, who are non-residents of the State of Maryland, of the substance and object of the Bill of Complaint and to appear in the said Circuit Court for Queen Anne's County, on or before the 8th day of January, 1973, and file an answer or other initial pleading in the Clerk's Office of said Court, at Centreville, Maryland 21617, otherwise a Decree Pro Confesso may be entered for the relief demanded by the Complainants.

Charles W. Cecil

Charles W. Cecil, Clerk

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2118

Filed Nov 6, 1972

BROWN M. ROE, et al Complainants	*	IN THE CIRCUIT COURT
VS.	*	FOR
KATHLEEN ANNA ROE MOORE, et al Respondents	*	QUEEN ANNE'S COUNTY, MARYLAND
	*	EQUITY NO. 5382

10

* * * * * * * * * *

AFFIDAVIT OF ATTEMPTED SERVICE
AND COMPLIANCE

Now comes Floyd L. Parks, Esq., Attorney for the Complainants, averring:

1. That on or about November 1, 1972, he sent copies of the Bill of Complaint and Order of Publication by Registered Mail - Return Receipt Requested - Restricted Delivery to each Respondent named in the said Bill of Complaint.

2. That Respondents, Kathleen Anna Roe Moore and Deelucie Lynn Roe, both received their registered letters as evidenced by their signature which appears on their respective return receipts (which receipts are attached hereto).

3. That Respondents, Elsie Ubank Paul and her son, Michael W. Roe, minor, did not receive their registered letters, both of which letters were returned showing that they had been forwarded to another address given as:

"c/o Charles K. Paul
Bldg. 156 Rm. 220
Jet Propulsion Lab.
4800 Oak Grove Dr.
Pasadena, Calif. 91103"

and each one returned as "unclaimed".

4. That the undersigned has made all reasonable attempts to ascertain the whereabouts of the said Elsie Ubank Paul and Michael W. Roe, Minor, and has not learned their whereabouts.

Floyd L. Parks
Floyd L. Parks
Solicitor for the Complainants

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

STATE OF MARYLAND, COUNTY OF KENT, to wit:

I HEREBY CERTIFY, that on this 28th day of December, 1972, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared FLOYD L. PARKS, Solicitor for the Complainants, and he made oath in due form of law that the matters and facts set forth in the foregoing "Affidavit of Attempted Service and Compliance" are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Phoebe F. Anthony
Notary Public

My commission expires:

July 1, 1974.

Filed Jan 2, 1973

SENDER: Be sure to follow instructions on other side

PLEASE F[illegible]ISH SERVICE(S) INDICATED BY CHECKED [illegible]CK(S)
(Additional charges required for these services)

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

RECEIPT
Received the numbered article described below

REGISTERED NO. 794
CERTIFIED NO.
INSURED NO.
DATE DELIVERED

SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)
(1) Deehicie J Roe
SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
(2) Deliver to Addressee Only
SHOW WHERE DELIVERED (Only if requested, and include ZIP Code)
(3)

Filed Jan 2, 1973

SENDER: Be sure to follow instructions on other side

PLEASE [illegible]RNISH SERVICE(S) INDICATED BY CHECKED [illegible]CK(S)
(Additional charges required for these services)

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

RECEIPT
Received the numbered article described below

REGISTERED NO. 898
CERTIFIED NO.
INSURED NO.
DATE DELIVERED 12.20.46

SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)
(1) [illegible]
SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
(2) Deliver to Addressee Only
SHOW WHERE DELIVERED (Only if requested, and include ZIP Code)
(3)

Filed Jan 2, 1973

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MARYLAND 21620

RETURN TO SENDER

Do not fold this envelope

Deliver to Addressee Only

REGISTERED
NO. 1765

RETURN RECEIPT REQUESTED

Mr. Michael W. Roe
c/o Elsie Ubank Paul
~~413 Hector Street~~
~~Ithaca, New York 14850~~

FORWARDED c/o Charles K Paul
Bldg. 156 Rm. 220
Jet Propulsion Lab
4800 Oak Grove Dr.
Pasadena, Calif. 91103

NOV 30 1972

DEC 8 1972

EISENHOWER-USA EISENHOWER-USA EISENHOWER-USA

DEC 13 1972

Filed June 2, 1973

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MARYLAND 21620

DEC 8 1972

RETURN TO SENDER

Deliver to Addressee Only

REGISTERED
NO. 1764

RETURN RECEIPT REQUESTED

Mrs. Elsie Ubank Paul
~~413 Hector Street~~
~~Ithaca, New York 14850~~

FORWARDED c/o Charles K Paul
Bldg. 156 Rm. 220
Jet Propulsion Lab
4800 Oak Grove Dr.
Pasadena, Calif. 91103

NOV 30 1972

EISENHOWER-USA EISENHOWER-USA EISENHOWER-USA

DEC 13 1972

Filed June 2, 1973

LIBER 7 PAGE 624

11

Queen Anne's

RECORD-OBSERVER

Centreville, Md., January 4 19 73

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Notice

in the case estate of Equity Case No. 5382

a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper published in Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 6th day of December, 19 72, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 8th day of Nov. 19 72, and the last insertion on the 29th day of Nov., 19 72

THE RECORD-OBSERVER CORPORATION

By [illegible]

Filed Jan 3, 1973

NOTICE

BROWN M. ROE
and
BARBEE HUMPHREYS ROE,
his wife,
Chestertown, Maryland 21620

GEORGE W. CONSTABLE,
Co-Executor
of the Estate of Dudley G. Roe,
Deceased, 1000 Maryland Trust
Building, Calvert and Redwood
Streets, Baltimore, Maryland
21202

EDITH EUGENIE ROE,
Co-Executrix
of the Estate of Dudley G. Roe,
Deceased, Georgetown,
Maryland 21930

and

ALEXANDER M. ROE
103 Brook Valley Road
Greenville, Delaware 19807
Complainants

VS.

KATHLEEN ANNA ROE
MOORE
Sandy Hill Road
Oyster Bay, Long Island
New York 11771

MICHAEL W. ROE, Minor
413 Hector Street
Ithaca, New York 14850

ELSIE UBANK PAUL
413 Hector Street
Ithaca, New York 14850

and

DEELUCIE LYNN ROE,
Minor
305 School Lane
Smyrna, Delaware 19977
Respondents

+ + + + + +

IN THE
CIRCUIT
COURT
FOR
QUEEN ANNE'S
COUNTY
MARYLAND
EQUITY CASE
NO.
5382

+ + + + + +

ORDER OF PUBLICATION

The object of the Bill of Complaint filed in the above entitled cause is to procure partition and sale of the real estate described therein under the provisions of Article 16, Section 154, of the Annotated Code of Maryland.

The Bill states, among other things:

Queen Anne's County, State of Maryland

4. that the Complainants are advised and believe that it would be to the best interest and advantage of all parties who have an interest in the said property that the same be sold and the proceeds retained and held for the benefit of the parties found by the Court to be in interest, to be distributed as their interest appears.

5. That the Respondents, Michael W. Roe and Deelucie Lynn Roe are minors and therefore incompetent under the laws of the State of Maryland.

6. That the property described cannot be divided without loss or injury to the parties.

The Bill requests that the Court assume jurisdiction over the said property, Decree a Sale thereof, appoint a Trustee to make said sale, provide Notice to Creditors of Dudley R. Roe, III, intestate deceased (who died possessing an interest in said property), determine for the parties the exact interest each one has, if any, from the proceeds of said sale, and appoint Guardians ad litem, where required by law, for any incompetent parties.

IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County, this 6th day of November, 1972, that the Complainants by causing a copy of this Order to be inserted in some newspaper published in Queen Anne's County, State of Maryland, once a week in each of four (4) successive weeks before the 6th day of December, 1972, shall give notice to the Respondents, Kathleen Anna Roe Moore; Michael W. Roe, Minor; Elsie Ubank Paul; and Deelucie Lynn Roe, Minor, who are non-residents of the State of Maryland, of the substance and object of the Bill of Complaint and to appear in the said Circuit Court for Queen Anne's County, on or before the 8th day of January, 1973, and file an answer or other initial pleading in the Clerk's Office of said Court, at Centreville, Maryland 21617, otherwise a Decree Pro Confesso may be entered for the relief demanded by the complainants.

CHARLES W. CECIL
Charles W. Cecil, Clerk
Filed Nov. 6, 1972
True Copy
Test: Charles W. Cecil, Clerk
4t-11-29

PLEASE NOTE:
FOR THE REMAINING COLUMN, PLEASE SEE NEXT PAGE.
Charles W. Cecil,
Clerk

1. that the Complainants and Respondents all have various undivided fractional interests, as tenants in common, in the property described in the Bill which they received by inheritance, devise, administrator's allocation, or deed, as the case may be, as follows:

Barbee Humphreys Roe, Complainant, a 1-8 interest;
Brown M. Roe, Complainant, a 1-8 interest;
Alexander M. Roe, Complainant, a 5-72 interest;
Kathleen Anna Roe Moore, Respondent, a 5-72 interest;
Deelucie Lynn Roe, Respondent minor, a 3-72 interest,
Michael W. Roe, Respondent minor, a 3-54 interest;
Elsie Ubank Paul, Respondent, a 1-108 interest; and,
The Estate of Dudley G. Roe, Deceased, George W. Constable, Co-Executor, Complainant, and Edith Eugenie Roe, Co-Executrix, Complainant, a 1-2 interest.

2. that the subject property is described as:

"All that lot or parcel of land, situate, on the west side of Church Street in the town of Sudlersville in the First Election District of Queen Anne's County, Maryland, whereon the grantee has lately erected a brick office building, and fully described as follows:

BEGINNING at a nail in the Concrete pavement at a point in the line between this property and the store property occupied by Charles B. Chance and running thence south eighty three degrees west, fifty six feet and eight inches to the property of W.R. Redden; thence with the Redden property south four degrees forty five minutes east, forty seven feet and six inches to a fence post; thence north eighty nine degrees east, fifty four feet and eight inches to a nail in the Concrete pavement; thence north three degrees thirty minutes west, fifty one feet and one inch to the place of beginning, containing .0627 acres of land, being a part of the lot mentioned as the store property and lot in Sudlersville devised to the said Mattie G. Roe, in the last will and testament of her father, Joseph E. George, duly admitted to probate and now of record in the office of the Register of Wills for Queen Anne's County, Maryland."

3. that the property above described is a lot on which a small office building is situated and is located near the center of the Town of Sudlersville,

BROWN M. ROE, et al Complainants	*	IN THE CIRCUIT COURT
VS.	*	FOR
KATHLEEN ANNA ROE MOORE, et al Respondents	*	QUEEN ANNE'S COUNTY, MARYLAND
	*	EQUITY NO. 5382

* * * * * * * * * * * * * * *

MOTION FOR DECREE PRO CONFESSO
AND APPOINTMENT OF SOLICITORS
AD LITEM FOR MINORS

Now come the Complainants, Brown M. Roe, Barbee Humphreys Roe, George W. Constable, Co-executor of the Estate of Dudley G. Roe, deceased, Edith Eugenie Roe, Co-executrix of the Estate of Dudley G. Roe, deceased, and Alexander M. Roe, by their Solicitor, Floyd L. Parks, Esquire, pursuant to Maryland Rule 310-B and respectfully request this Honorable Court to sign a Decree Pro-Confesso against Kathleen Anna Roe Moore, Michael W. Roe, Minor, Elsie Ubank Paul and Deelucie Lynn Roe, Minor, Respondents, for their failure to answer within the time required as set forth by the Order of Publication herein before issued, even though the record shows that each said Respondent has had proper notice by publication or otherwise; AND, pursuant to Maryland Rule 205 E, that this Honorable Court pass an Order appointing Attorneys ad litem for Michael W. Roe, Minor Respondent, and Deelucie Lynn Roe, minor Respondent.

Floyd L. Parks
Solicitor for the Complainants

Filed June 9, 1973

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

13

BROWN M. ROE and BARBEE HUMPHREYS ROE, his wife, Chestertown, Maryland 21620	*	IN THE
GEORGE W. CONSTABLE, Co-Executor of the Estate of Dudley G. Roe, Deceased, 1000 Maryland Trust Building, Calvert and Redwood Streets, Baltimore, Maryland 21202	*	CIRCUIT COURT
EDITH EUGENIE ROE, Co-Executrix of the Estate of Dudley G. Roe, Deceased, Georgetown, Maryland 21930	*	FOR
and	*	QUEEN ANNE'S
ALEXANDER M. ROE 103 Brook Valley Road Greenville, Delaware 19807 Complainants	*	COUNTY,
VS.	*	MARYLAND
KATHLEEN ANNA ROE MOORE Sandy Hill Road Oyster Bay, Long Island New York 11771	*	EQUITY CASE
MICHAEL W. ROE, Minor 413 Hector Street Ithaca, New York 14850	*	NO.
ELSIE UBANK PAUL 413 Hector Street Ithaca, New York 14850	*	5382
and	*	
DEELUCIE LYNN ROE, Minor 305 School Lane Smyrna, Delaware 19977 Respondents	*	

* * * * * * * * * *

DECREE PRO CONFESSO

ORDERED by the Court, this 1st day of January, 1973, that the Bill of Complaint of Brown M. Roe and Barbee Humphreys Roe, his wife, George W. Constable, Co-Executor of the Estate of Dudley G. Roe, Deceased, Edith Eugenie Roe, Co-Executrix of the Estate of Dudley G. Roe, Deceased, and Alexander M. Roe, Complainants, is taken Pro Confesso against Kathleen Anna Roe Moore, Michael W. Roe, Minor, Elsie Ubank Paul and Deelucie Lynn Roe, Minor, Respondents, and the Complainants are hereby directed to take testimony to support the allegations of the Bill of Complaint.

B. Hackett Turner Jr.
JUDGE

Filed Jan 7, 1973

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

BROWN M. ROE and BARBEE HUMPHREYS ROE, his wife, Chestertown, Maryland 21620	*	IN THE
GEORGE W. CONSTABLE, Co-Executor of the Estate of Dudley G. Roe, Deceased, 1000 Maryland Trust Building, Calvert and Redwood Streets, Baltimore, Maryland 21202	*	CIRCUIT COURT
EDITH EUGENIE ROE, Co-Executrix of the Estate of Dudley G. Roe, Deceased, Georgetown, Maryland 21930	*	FOR
and	*	QUEEN ANNE'S
ALEXANDER M. ROE 103 Brook Valley Road Greenville, Delaware 19807 Complainants	*	COUNTY,
VS.	*	MARYLAND
KATHLEEN ANNA ROE MOORE Sandy Hill Road Oyster Bay, Long Island New York 11771	*	EQUITY CASE
MICHAEL W. ROE, Minor 413 Hector Street Ithaca, New York 14850	*	NO.
ELSIE UBANK PAUL 413 Hector Street Ithaca, New York 14850	*	5382
and	*	
DEELUCIE LYNN ROE, Minor 305 School Lane Smyrna, Delaware 19977 Respondents	*	

* * * * * * * * * * *

ORDER OF COURT
APPOINTING SOLICITORS AD LITEM
FOR MINORS

ORDERED by the Court, this 4th day of January, 1973, that Basil Wadsworth, Esquire, by and is hereby appointed as Solicitor ad litem for Michael W. Roe, Minor Respondent, and, that, Cliffton Libersby, Esquire, be and is hereby appointed as Solicitor ad litem for Deelucie Lynn Roe, Minor Respondent.

B. Hackett Turner Jr.
JUDGE

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

BROWN M. ROE and BARBEE HUMPHREYS ROE, his wife Chestertown, Maryland et al	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND
vs	*	EQUITY NO. 5382
KATHLEEN ANNA ROE MOORE Oyster Bay, Long Island, New York, 11711, et al.	*	

* * * * *

ANSWER OF MICHAEL W. ROE, INFANT

BY COOPER & WADKOVSKY, GUARDIAN AD LITEM

The answer of Michael W. Roe, by Basil Wadkovsky, guardian ad litem, duly appointed by Order of Court, to the Bill of Complaint in the above captioned cause, says:

1. This defendant, being an infant, can neither admit nor deny any of the matters and facts in said Bill and submits its rights thereunder to the protection of this Court.

Basil Wadkovsky
Guardian Ad Litemfor
Michael W. Roe, infant

I HEREBY CERTIFY that on this 27th day of February, 1973, I delivered a copy of the aforegoing answer to Ernest S. Cookerly, attorney, at his office on Court Street, Chestertown, Maryland.

Basil Wadkovsky

Filed Feb 28, 1973

16

BROWN M. ROE and BARBEE HUMPHREYS ROE, his wife, Chestertown, Maryland, 21620, et al.,	:	IN THE CIRCUIT COURT
	:	for
vs.	:	QUEEN ANNE'S COUNTY, MARYLAND.
KATHLEEN ANNA ROE MOORE, Oyster Bay, Long Island, New York, 11711, et al.,	:	Equity No. 5382

ANSWER OF DEELUCIE LYNN ROE, INFANT, BY ANTHONY LIBERSKY, GUARDIAN AD LITEM.

The answer of Deelucie Lynn Roe, by Anthony Libersky, guardian ad litem, duly appointed by Order of Court, to the Bill of Complaint in the above captioned cause, says:

1. This defendant, being an infant, can neither admit nor deny any of the matters and facts in said Bill and submits its rights thereunder to the protection of this Court.

Anthony Libersky
Anthony Libersky,
Guardian ad Litem for
Deelucie Lynn Roe, infant.

I hereby certify, that on this 26th day of February, 1973, I delivered a copy of the aforegoing answer to Ernest S. Cookerly, attorney, at his office on Court Street, Chestertown, Maryland.

Anthony Libersky
Anthony Libersky

Filed Feb 28, 1973

17

BROWN M. ROE, ET AL Complainant	*	IN THE CIRCUIT COURT
	*	FOR
vs	*	QUEEN ANNE'S COUNTY, MARYLAND
	*	
KATHLEEN ANNA ROE MOORE, ET AL Respondent	*	EQUITY NO. 5382

* * * * *

TESTIMONY

The above cause being at issue and notice having been given me by the Solicitor for the Complainant of a desire to take testimony in the same, I, Edward Turner, Standing Examiner of said Court, assigned Tuesday, March 20, 1973, at 10:00 a.m. at my office, 109 Lawyer's Row, Centreville, Queen Anne's County, Maryland, as the time and place for the examination of witnesses in said cause, due notice having been given which mentioned time and place I attended and proceeded in the presence of the Solicitor for the Plaintiff to take the following deposition.

BROWN M. ROE, the Complainant, having been duly sworn was examined and testified as follows:

Questions by Floyd L. Parks, Esq.

Q. State your name and address.

A. Brown M. Roe, Quaker Neck Road, Chestertown, Maryland.

Q. And are you the complainant in this action?

A. Yes, I am, sir.

Q. Are you familiar with a piece of property located in Sudlersville which was owned by Dudley G. Roe an office building there?

A. Yes sir, I am.

Q. And who is Dudley G. Roe?

A. Dudley G. Roe was my father who was deceased in January of 1970.

Q. And do you know at what time he acquired this piece property?

A. I believe in February, 1920.

Q. And how old are you?

A. Sixty-one.

Q. When your father died was he a widower at that time?

A. No, his second wife, Edith Roe, still survives.

Q. Did there come a time when he made any deeds concerning this piece of property?

A. In 1935, the property known as the Roe Office Building was divided as to one-fourth to my sister-in-law, Elsie Moir

Roe and my older brother, Dudley G. Roe, 3rd, and one-fourth to myself, Brown M. Roe and my wife, Barby H. Roe, which added together would equal one-half of the property.

Q. And he retained the other one-half?

A. And the other one-half was retained by my father.

Q. Now I show you a description of the property and paragraph 1 of the Bill of Complaint of this action and ask you if that description is an adequate propety description of this property?

A. It is. I have read this and so far as the details and the way it is set forth, I believe this to be accurate.

Q. Now this Elsie Moir Roe who you say is the wife of your brother, what happened to her?

A. She was deceased in 1949 and intestate.

Q. And who survived her?

A. My brother, Dudley G. Roe, Jr., and three children. The oldest, Dudley G. Roe, 3rd; the middle boy, Alexander Moir Roe; and the daughter, Kathleen Anna Roe Moore.

Q. Now, is Alexander Roe living?

A. He is, sir. He was in Wilmington, Delaware, and he's now moved to Pennsylvania. Would you like the address?

Q. Yes.

A. Alexander Moir Roe, and that's M-o-i-r, now resides at Burous Run Road, Mendenhall, Pennsylvania 19357. I believe that Sandy, as we know him, moved in January or February or so

of this year.

Q. And Kathleen Anna Roe Moore-- where is she living?

A. She is now divorced and is living at 345 East 73rd Street, New York, 10021.

Q. And she became married and was Moore and has since become divorced?

A. And since been divorced.

Q. And Dudley G. Roe, 3rd-- is he living?

A. Dudley G. Roe, 3rd, deceased in 1960.

Q. As a result of what?

A. Of an airplane accident just outside of Churchill.

Q. Dudley G. Roe, 3rd-- was he married?

A. Yes sir. He was married to Elsie Eubank.

Q. Did they have any children?

A. They had one child, Michael William Roe.

Q. And do you happen to know anything about the whereabouts and the situation of those two people, Elsie and Michael?

A. At Christmas time we tried to contact them. The letters mailed as Christmas cards were returned as not claimed. It is my belief that Elsie Eubank Roe Paul is now residing in or around the state of California.

Q. So after the death of Dudley G. Roe, 3rd, she remarried to someone by the name of Paul?

A. That's correct.

Q. And does she have custody of Michael Dudley Roe?

A. She does to my knowledge.

Q. Now are any of these children minors? Is Michael Roe a minor?

A. Michael Roe is a minor; I believe Michael is 19.

MR. PARKS: At this point I would like the record to show that the docket of the case will show that attorneys have been appointed for Michael Roe and Lucy Lynn Roe.

WITNESS: That is a child by my brother's second marriage.

(Continuing):

Q. That would be which brother?

A. Dudley G. Roe, Jr.

Q. Can you tell us about after Elsie Moir Roe died, then what happened to Dudley?

A. Well, he remarried and lived there in Sudlersville. His second wife was Della Hunt who became, of course, Della Hunt Roe which they had the one child, Lucy Lynn Roe.

Q. And when he died, did he leave a will?

A. Oh yes sir.

Q. Are you familiar with the terms of the will at all?

A. I have a copy and I'm very familiar with it.

Q. And do you know whether or not the executor named in that will apportioned this property which we have described earlier to the part of the estate that went to Dudley G. Roe's children?

A. The original one-fourth that was divided between his first wife and Dudley G. Roe, Jr. which makes a total one-

fourth, so far as I know, is in my brother's estate.

Q. So when he died, part of it went to Elsie Moir Roe and part of it went down to his children and his children we've already stated as Alexander M. Roe, Kathleen Anna Roe Moore and Lucy Lynn Roe. Upon his death-- when did your brother die?

A. In 1968. June of 1968.

Q. So that what I am getting at is that when he died, the part of his estate in his will, the part of the estate which was to go to his wife did not include this property?

A. That is correct. The one-eighth that was willed to his first wife was still her property and to her children.

Q. And the part that he still held he left certain things to his wife and certain other properties went to his children?

A. That's correct.

Q. The executor determined that, if you know this of your own person knowledge, whatever interest he had in this property in Sudlersville was part of that-- that part went to his children and not to his second wife?

A. That's correct.

Q. Do you know whether or not Dudley G. Roe, 3rd, left a will?

A. To my knowledge he died intestate.

Q. And do you know whether or not there has been estate opened for him?

A. To my knowledge there has not been.

Q. The child, Lucy Lynn Roe who was the child of your brother's second wife-- do you know the age of that child?

A. I would think seventeen-- eighteen.

Q. So that child is a minor.

A. Residing in Smyrna, Delaware.

Q. And is the address 305 School Lane, Smyrna, Delaware?

A. That's correct.

Q. Now when your father passed away, did he leave a will?

A. He did.

Q. And are you familiar with the terms of that will?

A. With most of it. George Constable is the chief executor along with my stepmother.

Q. So his one-half interest of the property would be split up as set forth in that will?

A. Well, one-fourth to my brother and one-fourth to me.

Q. And that will-- is probate still going on?

A. That's correct. The estate is still open.

Q. So that one-fourth has not yet been distributed, is that correct?

A. It has not and that is what is holding up the settlement not only of my father's will but also my brother's.

Q. Now I show you Exhibit No. 7 which is a graph and ask you if you've looked at that exhibit?

A. I have and it is very concise and in great detail.

Q. In your opinion and from what you know about the

parties in your family, does that accurately set forth the divisions?

A. The divisions as they should be.

Q. And I show you also, which is attached to that, a Roe family history and ask you if that accurately sets forth?

A. It is except for the name of as on the chart is listed "Elsie Paul Eubank" should be "Elsie Eubank Paul".

Q. I see. We'll make that correction. Now, so that the amounts of percentages due the different parties on the bottom line are correct, in your opinion?

A. They are.

Q. Are you familiar with this property personally in Sudlersville?

A. Yes, I am. I have charge of the rental of the property and I know it real well.

Q. Can you, in your opinion, tell us whether or not this property could be divided among these parties without injury or loss or whether it's physically susceptible to be divided without destruction of the building?

A. In my opinion, there is no way this building can be divided. It has to be sold in its entirety.

Q. And do you feel it would be in the best interest and advantage of the parties including yourself that this building be sold and the proceeds distributed?

A. I do.

Q. In your opinion, is there anyone else you know of in the family who may have an interest in this property by inheritence or deed?

A. No one other than the names that are shown on the graph.

Q. And do you have an opinion as to what you think a reasonable-- what, in your opinion the value of that building, real property is as of today?

A. Well, as you know, property decreases in value when it is not in use.

Q. Has this property been used recently?

A. Only one small part of the downstairs area was leased or rented as a small restaurant or luncheonette for which we received $35.00 a month plus we paid the electric bill and the heat bill. In my opinion...

Q. Is it still rented?

A. No sir, the lease expired on March 17.

Q. And they did not renew it?

A. They did not renew it.

Q. So in your opinion...

A. The sooner we can dispose of or sell the building, the better.

Q. And do you have an opinion of approximately what it's worth from your experience?

A. Well, insofar as the two estates and myself are concerned, we need to get all we can. I would think if we

received $4500.00 for the entire property, we would be very lucky.

Q. Do you know the reason for splitting the property up the way he did it.

A. In deed so.

Q. What was that?

A. In 1935, my father was running for town commissioner for Sudlersville and at that time we lived outside of the town limits so in order to vote in the town election, he deeded one-half of the property-- one-quarter to my brother and one-quarter to myself-- and our wives so that the four of us could vote in the town election.

Q. I think that is all.

HERBERT A. WILLIS, a witness of lawful age, having been duly sworn, was examined and testified as follows:

By Floyd L. Parks, Esq.:

Q. State your name and address for the record.

A. Herbert A. Willis, Sudlersville, Maryland.

Q. And what is your occupation?

A. I am a real estate broker in Queen Anne's County. I have been a broker since 1944.

Q. Are you familiar with the area of Sudlersville-- have you dealt with real estate in that area?

A. Yes. I have lived in Sudlersville since 1935. I

own property in Sudlersville and I own the office building across the street from the building owned by Dudley G. Roe & Sons.

Q. Now I show you a copy of the Bill of Complaint and paragraph 1 on pages 1 and 2 which has a description of a piece of real property. Can you identify that and tell us what that property is, if that's the property you're speaking of?

A. Yes, this is the property known as Dudley G. Roe office property. It's on Church Street, Sudlersville, Maryland.

Q. Have you ever appraised or given values of real property in Sudlersville before and what are your qualifications?

A. Yes. I studied appraisal at Johns Hopkins University and successfully completed my course. I've been appraising since 1950 in Kent, Cecil and Queen Anne's County. Also in later years in Prince George's County and in areas of Delaware. I have appraised in the circuit Courts of Kent & Queen Anne's Counties. I have appraised for attorneys, insurance companies, estates, banks, internal revenue and I was the first president of the Kent-Queen Anne Real Estate Board and vice-president of the Maryland Real Estate Association.

Q. Are you familiar with the market values and fair values of property and properties generally in the area inside the town limits of Sudlersville, Queen Anne's County, Maryland?

A. Yes.

Q. And your description of the property as in paragraph 1 of the Bill of Complaint, are you familiar with that property?

A. Yes.

Q. And at this time we submit that Mr. Willis is qualified as an expert as far as appraisal and values of real estate in Sudlersville, Queen Anne's County, Maryland. And what is the value of the property which is described in paragraph 1 of the Bill of Complaint, the Roe property?

A. First, the property is located on Church Stree on a lot 50 x 62 feet. The building itself is 38 x 42 feet which makes the lot of land too small for the building. It leaves no room for sewage, a water system and so forth. The building has deteriorated to such an extent that it would cost a considerable sum to put the property in a marketable condition. Then after the expenditure of this money it would be impossible to get sewage and water because the Health Department would not permit it. The condition of the property is as follows: The south side next to Arthur Truitt's barber shop is bulging. This means that the brick will have to be removed and rebricked. There are presently metal rods extending through the building with pipes to help hold it together. It is split from the top center on the street. The opening is presently at least four inches. The windows are in bad condition. Some of the window frames are out. The window panes are out. Some plastering, some flooring bad. Taking all of this into consideration....

Q. What is the age of the building, if you know?

A. Approximately 50 years old. Taking all this into consideration, it is my opinion that the market value of the property is $3,000.00.

Q. Mr. Willis, have you had occasion to value this property previous to this time?

A. We made an appraisal for Mr. Dudley G. Roe, Sr.'s estate January 5, 1970.

Q. What was your appraisal at that time?

A. Mr. Nicholas Quesenberry assisted me in the appraisal at that time. We valued the property as of January 5, 1970, at $5,000.00.

Q. Would you state your reason for the drop in your appraisal now?

A. Yes sir. In our appraisal of January 5, 1970, we had Addendum No. 1 to the report in which we stated at that time that the property was in bad physical condition but since January, 1970, the property has deteriorated greatly.

Q. I think the record should show if you have it in your records what the tax assessment on this property is at the present time.

A. The tax assessment shows: Land - $640, Buildings - $4,105. In my opinion, this assessment is incorrect and should be reduced.

Q. That's all I have.

(Examination of the witnesses concluded.)

No other witnesses being named or produced to me, I then at the request of the Solicitor for the Complainant, closed the deposition taken in said cause and herewith return them closed under my hand and seal this 27th day of March, 1973.

I hereby certify that pursuant to General Equity Rule 580G, I remained in the same room with the witnesses throughout the taking of the above testimony, that in addition to the examination of counsel, I either examined the witnesses as indicated by questions asked by me or in the absence of such examination, I certify that in my opinion, such examination was unnecessary, and I further certify that there were no irregular or unusual circumstances in the taking of the testimony or the conduct of the proceedings. My presence was requested by the complainant and I served 1 hour.

Edward Turner
Examiner (Seal).

STATEMENT OF COSTS:

Edward Turner, Examiner
109 Lawyer's Row
Centreville, Md. $10.00

Audrey L. Young
Stenographer
Chestertown, Md. $33.60

I hereby certify that the above statement of costs is correct.

Edward Turner
Examiner (Seal)

Delivered 27 1973

18

BROWN M. ROE, et al Complainants	*	IN THE CIRCUIT COURT
VS.	*	FOR
KATHLEEN ANNA ROE MOORE, et al Respondents	*	QUEEN ANNE'S COUNTY, MARYLAND EQUITY NO. 5382

* * * * * * * * * * * * * * * * *

DECREE

Upon the consideration of the Petition, Answers, Affidavits and Testimony hereinbefore filed,

IT IS THEREUPON, this 10th day of April, 1973, by the Circuit Court for Queen Anne's County, Maryland, sitting in Equity and by the authority thereof, ADJUDGED, ORDERED and DECREED, that the property mentioned in the proceedings be sold, and that Floyd L. Parks, Esquire, be and is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows:

He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself, and a surety or sureties to be approved by this Court in the penalty of Three Thousand ($3,000.00) Dollars, conditioned for the faithful performance of the trust reposed by him by this Decree or to be reposed in him in any future Decree or Order in the premises; he shall then proceed to make said sale, having given at least three (3) weeks notice by advertisement inserted in a newspaper having circulation in Queen Anne's County, Maryland, as he shall think proper, of the time, place, manner and terms of sale, and shall describe the property to be sold to such an extent as to make it readily recognizable, and as soon as is 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 upon the Court's ratification of said sale and upon the payment of the whole purchase money, and not before, the said Trustee shall by good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all and every claim of the parties hereto, orators and respondents, and those claiming by, from or under them or all of them; and

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2118

the said Trustee shall bring unto this Court the money arising from said sale to be distributed under the direction of this Court, after deducting the costs of this suit and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall have appeared to have discharged his trust.

And be it further ORDERED and DECREED, that said Trustee cause notice to be published at least once a week for four (4) successive weeks before the 11th day of May, 1973, in a newspaper of general circulation in Queen Anne's County, Maryland, to the creditors of Dudley G. Roe, III, deceased, late of Queen Anne's County, Maryland, that they must notify the said Trustee of any valid and outstanding claims they may have against the Estate of the said Dudley G. Roe, III, by filing said claims in this cause of action in writing on or before the 2nd day of July, 1973, or such claimants will be forever barred from participating in the distribution of the proceeds of the real estate to be sold uner this Decree.

It is further ORDERED that a copy of this Decree be served upon the heretofore appointed guardians ad litem of Respondents, Michael W. Roe and Deelucie Lynn Roe.

Filed April 13, 1973

Edgar B. Mann Jr.
JUDGE

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2118

18

19

BROWN M. ROE, et al Complainants	*	IN THE CIRCUIT COURT
VS.	*	FOR
KATHLEEN ANNA ROE MOORE, et al Respondents	*	QUEEN ANNE'S COUNTY, MARYLAND EQUITY NO. 5382

* * * * * * * * * * * * * * * * *

DECREE

Upon the consideration of the Petition, Answers, Affidavits and Testimony hereinbefore filed,

IT IS THEREUPON, this 10th day of April, 1973, by the Circuit Court for Queen Anne's County, Maryland, sitting in Equity and by the authority thereof, ADJUDGED, ORDERED and DECREED, that the property mentioned in the proceedings be sold, and that Floyd L. Parks, Esquire, be and is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows:

He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself, and a surety or sureties to be approved by this Court in the penalty of Two Thousand ($2000.00) Dollars, conditioned for the faithful performance of the trust reposed by him by this Decree or to be reposed in him in any future Decree or Order in the premises; he shall then proceed to make said sale, having given at least three (3) weeks notice by advertisement inserted in a newspaper having circulation in Queen Anne's County, Maryland, as he shall think proper, of the time, place, manner and terms of sale, and shall describe the property to be sold to such an extent as to make it readily recognizable, and as soon as is 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 upon the Court's ratification of said sale and upon the payment of the whole purchase money, and not before, the said Trustee shall by good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all and every claim of the parties hereto, orators and respondents, and those claiming by, from or under them or all of them; and

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ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

the said Trustee shall bring unto this Court the money arising from said sale to be distributed under the direction of this Court, after deducting the costs of this suit and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall have appeared to have discharged his trust.

And be it further ORDERED and DECREED, that said Trustee cause notice to be published at least once a week for four (4) successive weeks before the 11th day of May, 1973, in a newspaper of general circulation in Queen Anne's County, Maryland, to the creditors of Dudley G. Roe, III, deceased, late of Queen Anne's County, Maryland, that they must notify the said Trustee of any valid and outstanding claims they may have against the Estate of the said Dudley G. Roe, III, by filing said claims in this cause of action in writing on or before the 20th day of July, 1973, or such claimants will be forever barred from participating in the distribution of the proceeds of the real estate to be sold uner this Decree.

It is further ORDERED that a copy of this Decree be served upon the heretofore appointed guardians ad litem of Respondents, Michael W. Roe and Deelucie Lynn Roe.

Geo. B. Mann Jr.
JUDGE

Filed April 12, 1973

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

TRUE COPY
TEST: [illegible] CLERK

Filed April 18, 1973

Chy. No. 5382

Received April 13, 1973
and forthwith delivered to the Sheriff
of Kent Co., Md. for service.
Test:
Earl C. H. Pendley, Clerk

Decree to be served on Basil
Wadkovsky, Guardian Ad Litem
for Michael W. Roe, Minor

SHERIFF'S RETURN

Served by delivering a copy of the
within Decree and Order, to Basil
Wadkovsky, this 16th, day of April
1973.

Barton Dickens
Sheriff Kent County

18

20

BROWN M. ROE, et al Complainants	*	IN THE CIRCUIT COURT
VS.	*	FOR
KATHLEEN ANNA ROE MOORE, et al Respondents	*	QUEEN ANNE'S COUNTY, MARYLAND
	*	EQUITY NO. 5382

* * * * * * * * * * * * * * * * *

DECREE

Upon the consideration of the Petition, Answers, Affidavits and Testimony hereinbefore filed,

IT IS THEREUPON, this 10th day of April, 1973, by the Circuit Court for Queen Anne's County, Maryland, sitting in Equity and by the authority thereof, ADJUDGED, ORDERED and DECREED, that the property mentioned in the proceedings be sold, and that Floyd L. Parks, Esquire, be and is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows:

He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself, and a surety or sureties to be approved by this Court in the penalty of Five Thousand ($5,000.00) Dollars, conditioned for the faithful performance of the trust reposed by him by this Decree or to be reposed in him in any future Decree or Order in the premises; he shall then proceed to make said sale, having given at least three (3) weeks notice by advertisement inserted in a newspaper having circulation in Queen Anne's County, Maryland, as he shall think proper, of the time, place, manner and terms of sale, and shall describe the property to be sold to such an extent as to make it readily recognizable, and as soon as is 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 upon the Court's ratification of said sale and upon the payment of the whole purchase money, and not before, the said Trustee shall by good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all and every claim of the parties hereto, orators and respondents, and those claiming by, from or under them or all of them; and

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ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

the said Trustee shall bring unto this Court the money arising from said sale to be distributed under the direction of this Court, after deducting the costs of this suit and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall have appeared to have discharged his trust.

And be it further ORDERED and DECREED, that said Trustee cause notice to be published at least once a week for four (4) successive weeks before the 11th day of May, 1973, in a newspaper of general circulation in Queen Anne's County, Maryland, to the creditors of Dudley G. Roe, III, deceased, late of Queen Anne's County, Maryland, that they must notify the said Trustee of any valid and outstanding claims they may have against the Estate of the said Dudley G. Roe, III, by filing said claims in this cause of action in writing on or before the 20th day of July, 1973, or such claimants will be forever barred from participating in the distribution of the proceeds of the real estate to be sold uner this Decree.

It is further ORDERED that a copy of this Decree be served upon the heretofore appointed guardians ad litem of Respondents, Michael W. Roe and Deelucie Lynn Roe.

Gilbert B. Mason Jr.
JUDGE

Filed April 13, 1973

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

TRUE COPY
TEST: [illegible] CLERK

Filed April 20, 1973

Chy. No. 5382

Entered April 13, 1973
and forwarded to the Sheriff
of Kent County for service.
Test:
Earl H. Pandey, Clerk

Decree to be served on Anthony
Libersky, Guardian Ad Litem for
Deelucie Lynn Roe, Minor.

SHERIFF'S RETURN

Served by delivering a copy of the
DECREE and Order to Anthony Libersky,
this 15th, day of April 1973.

Bartus A. Dickens
Sheriff Kent County

BROWN M. ROE
and
BARBEE HUMPHREYS ROE,
his wife,
Chestertown, Maryland 21620

GEORGE W. CONSTABLE,
Co-Executor
of the Estate of Dudley G. Roe,
Deceased, 1000 Maryland Trust
Building, Calvert and Redwood
Streets, Baltimore, Maryland
21202

EDITH EUGENIE ROE,
Co-Executrix
of the Estate of Dudley G. Roe,
Deceased, Georgetown, Maryland 21930

and

ALEXANDER M. ROE
103 Brook Valley Road
Greenville, Delaware 19807
Complainants

vs.

KATHLEEN ANNA ROE
MOORE
Sandy Hill Road
Oyster Bay, Long Island,
New York 11771

MICHAEL W. ROE, Minor
413 Hector Street
Ithaca, New York 14850

ELSIE UBANK PAUL
413 Hector Street
Ithaca, New York 14850

and

DEELUCIE LYNN ROE,
Minor
305 School Lane
Smyrna, Delaware 19977
Respondents

+ + + +
IN THE
CIRCUIT
COURT
FOR
QUEEN ANNE'S
COUNTY,
MARYLAND
EQUITY CASE
NO
5382
+ + + +

NOTICE TO CREDITORS OF THE ESTATE OF DUDLEY G. ROE, III, DECEASED

Pursuant to the Decree of the above mentioned Court in the above cited cause for partition of Real Estate, passed on the 10th day of April, 1973, NOTICE IS HEREBY GIVEN to all persons having claims against the Real Estate of Dudley G. Roe, III, Deceased, WARNING THEM to file such claims, with proper vouchers therefor, with the Clerk of the above mentioned Court, at the Court House in Centreville, Maryland, on or before the 20th day of July, 1973, OTHERWISE they may by Law be excluded from participating in the distribution of the proceeds of sale of said Real Estate which is the subject of said partition case, attributable to the said Dudley G. Roe, III, Deceased.

FLOYD L. PARKS, TRUSTEE
125 Court Street
Chestertown, Maryland 21620
778-2112

4-5-9

LIBER 7 PAGE 654

Queen Anne's
RECORD-OBSERVER

Centreville, Md., May 23, 19 73

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Notice

in the case/estate of Equity Case No. 5382

a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper published in Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 20th day of July, 19 73, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 18th day of April 19 73, and the last insertion on the 9th day of May, 19 73

THE RECORD-OBSERVER CORPORATION

By Dorothy M. Moore

Filed May 29, 1973

Queen Anne's

RECORD-OBSERVER

Centreville, Md., May 25 19 73

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Notice

in the case/estate of Equity Cause No. 5382

a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper published in Centreville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 18th day of May, 19 73, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 18th day of April 19 73, and the last insertion on the 9th day of May, 19 73

THE RECORD-OBSERVER CORPORATION

By Dorothy M. Monroe

Filed May 29, 1973

Floyd L. Parks, Attorney

TRUSTEE'S SALE OF VALUABLE LOT AND BUILDING FOR OFFICES IN THE FIRST ELECTION DISTRICT OF QUEEN ANNE'S COUNTY, MARYLAND AND LOCATED IN THE TOWN OF SUDLERSVILLE

By virtue of a Decree of the Circuit Court for Queen Anne's County, in Equity, being Cause No. 5382, dated the 10th day of April, 1973, the undersigned Trustee will sell at Public Auction ON THE PREMISES IN SUDLERSVILLE, MARYLAND, ON

SATURDAY, MAY 19, 1973

AT OR ABOUT 10:00 A.M., ALL THE FOLLOWING LAND:

ALL that lot or parcel of land, situate, on the west side of Church Street in the Town of Sudlersville in the First Election District of Queen Anne's County, Maryland, whereon is situate a brick office building, and fully described as follows:

BEGINNING at a nail in the Concrete pavement at a point in the line between this property and the store property now or formerly occupied by Charles B. Chance and running thence south eighty three degrees west, fifty six feet and eight inches to the property now or formerly of W.R. Redden; thence with the said Redden property south four degrees forty five minutes east, forty seven feet and six inches to a fence post; thence north eighty nine degrees east, fifty four feet and eight inches to a nail in the Concrete pavement; thence north three degrees thirty minutes west, fifty one feet and one inch to the place of beginning, containing .0627 acres of land, being a part of the lot mentioned as the store property and lot in Sudlersville devised to the said Mattie G. Roe, in the Last Will and Testament of her father, Joseph E. George, duly admitted to probate and now of record in the office of the Register of Wills for Queen Anne's County, Maryland, which property was then by deed dated February 25, 1920, transferred to Dudley G. Roe by the said Mattie G. Roe, which deed is recorded in the Land Records for Queen Anne's County, aforesaid, in Liber J.F.R. No. 4, Folio 178, etc.

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

TERMS OF SALE: One-third (1-3) of purchase money on date of sale to be secured to the satisfaction of the undersigned, and the balance in cash upon ratification of sale by the Circuit Court for Queen Anne's County; or all cash on day of sale, at option to Purchaser, deferred payment to pay interest at the rate of 6 percent per annum from date of sale. Purchaser will be required to pay all costs of title papers and transfer, including revenue stamps and transfer tax. Taxes to be adjusted as of date of sale. Possession of said property will be given upon ratification of sale.

FLOYD L. PARKS, Trustee
125 Court Street
Chestertown, Maryland 21620
778-2112

NORMAN DIXON
Auctioneer

4t-5-9

FLP/mpw/7/17/73/1&2/

23

BROWN M. ROE, et al Complainants	*	IN THE CIRCUIT COURT
VS.	*	FOR
KATHLEEN ANNA ROE MOORE, et al Respondents	*	QUEEN ANNE'S COUNTY, MARYLAND
	*	EQUITY NO. 5382
	*	

* * * * * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Floyd L. Parks, Esquire, Trustee, herein so appointed by Decree dated April 10, 1973, respectfully shows:

1. That your Trustee, after giving public notice as required by said Decree, offered the property described in the Bill of Complaint, for public sale, using the services of Norman Dixon, Auctioneer, on the premises in Sudlersville, Maryland, at 10:00 A.M. on Saturday, May 19, 1973, at which time the highest bid received for the same was Twenty Seven Hundred ($2700.00) Dollars and no cents. See statement of auctioneer attached hereto.

2. That verily believing the said property to be worth far more than the above stated amount, your Trustee withdrew the property and offered it for private sale.

3. That, subject to the ratification of the same by this Court and in exercise of the power conferred upon your Trustee in said Decree, he has sold the said property at private sale to Marjorie McKnight Clements as evidenced by their Agreement of Sale, the original of which is attached hereto and made a part hereof, for the sum of Four Thousand ($4,000.00) Dollars.

4. That, in his testimony, taken before a standing examiner of this Court on March 27, 1973, and heretofore filed in this case, pages 9-12, Mr. Herbert A. Willis, a person highly qualified as an appraiser of real estate values in the Sudlersville area of Queen Anne's County, Maryland, appraised the property sold by your Trustee at a value of Three Thousand ($3,000.00) Dollars (p. 12).

5. Your Trustee states that he has received, in his judgment, the highest possible price for said property, and that the ratification of said

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2118

sale, would be advantageous to all parties in this cause.

AND, as in duty bound, etc.

Floyd L. Parks, Esquire
Trustee

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

I HEREBY CERTIFY, that on this 17th day of July, 1973, before me, the subscriber, a Notary Public, of the State and County aforesaid, personally appeared Floyd L. Parks, Esquire, Trustee, and made oath in due form of law, that the matters and facts set forth in the above 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.

Marilyn P. Wilson
Notary Public

My commission expires:
July 1, 1974.

Filed July 18, 1973

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-6118

TERMS – CASH DAY OF SALE – 48 HOUR REMOVAL

DIXON'S FURNITURE

26622

CRUMPTON, MARYLAND

Auctions Every Wednesday Night – Private Sales Daily

POULTRY – PRODUCE – FURNITURE – ANTIQUES

Norman Dixon, Prop.

Not Responsible For Loss By Fire or Theft

Phone 928-3483

Area Code 301

Customer's Order No. _____ Date May 19, 1973

Name _____

Address _____

SOLD BY	CASH	C O D	CHARGE	ON ACCT	MDSE RETD	PAID OUT

QUAN	DESCRIPTION	PRICE	AMOUNT
	On May 19, 1973 I offered for public sale, the property known as the Roe office building, as auctioneer and received a high bid of $2700.00, which bid was not accepted by the trustees who withdrew the property from the sale.		

All claims and returned goods MUST be accompanied by this bill.

Rec'd by Norman Dixon

Filed July 18, 1973

CONTRACT OF SALE — Form 19. LIBER 7 PAGE 660

THIS AGREEMENT, Made this 13th day of July ---------- nineteen hundred and seventy-three ----------, between FLOYD L. PARKS, TRUSTEE, by virtue of a Decree of the Circuit Court for Queen Anne's County, Maryland, in Equity, being Cause No. 5382, dated the 10th day of April, 1973; ----------

of the first part; and MARJORIE MC KNIGHT CLEMENTS, of Queen Anne's County, State of Maryland,

of the second part.

Witnesseth, that the said party of the first part does hereby bargain and sell unto the said party of the second part, and the latter doth hereby purchase from the former, the following described property, ~~situate and lying in~~ All that lot or parcel of land situate on the west side of Church Street in the Town of Sudlersville in the First Election District of Queen Anne's County, Maryland, whereon is situate a brick office building, and containing .0627 acres of land.

BEING a part of the lot mentioned as the store property and lot in Sudlersville devised to the said Mattie G. Roe, in the Last Will and Testament of her father, Joseph E. George, duly admitted to probate and now of record in the office of the Register of Wills for Queen Anne's County, Maryland, which property was then by deed dated February 25, 1920, transferred to Dudley G. Roe by the said Mattie G. Roe, which deed is recorded in the Land Records for Queen Anne's County, aforesaid, in Liber J.F.R. No. 4, Folio 178, etc.

At and for the price of FOUR THOUSAND ($4,000.00)---------- Dollars,

of which FOUR HUNDRED ($400.00)---------- Dollars,

have been paid prior to the signing hereof and the balance to be paid as follows: In cash on or before thirty (30) days from date of ratification of sale by the Circuit Court for Queen Anne's County. Deferred payment to pay interest at the rate of 6% per annum from date of ~~sale~~ ratification. FLP. MMC

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee. Vendee will be required to pay all costs of title papers and transfer, including revenue stamps and transfer tax.
Taxes, to be adjusted as of date of sale.

~~to be paid or allowed for by the Vendor to ---------- nineteen hundred and~~

~~Time is the essence of this contract.~~

Witness our hands and seals.

TEST:

Phyllis P. Anthony

Floyd L. Parks ..... [SEAL]
Floyd L. Parks, Trustee
"VENDOR" ..... [SEAL]

Marjorie McKnight Clements ..... [SEAL]
Marjorie McKnight Clements
"VENDEE" ..... [SEAL]

Filed July 18, 1973

24

ORDER NISI ON SALE

Brown M. Roe et al Complainants vs. Kathleen Anna Roe Moore et al Respondents	In the Circuit Court for Queen Anne's County In Equity Cause No. 5382

ORDERED, this 18th day of July, 19 73, that the sale of the real property, made and reported in this cause by Floyd L. Parks, Trustee, be ratified and confirmed, on or after the 20th day of August, 19 73, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 13th day of August, 19 73.

The report states the amount of sales to be $ 4,000.00.

Charles W. Cecil Clerk

Filed July 18, 1973

FLP/mpw/7/17/73/1&2/

LIBER 7 PAGE 662

BROWN M. ROE, et al Complainants	*	IN THE CIRCUIT COURT
VS.	*	FOR
KATHLEEN ANNA ROE MOORE, et al Respondents	*	QUEEN ANNE'S COUNTY, MARYLAND
	*	EQUITY NO. 5382
	*	

* * * * * * * * * * * * * * *

PURCHASER'S AFFIDAVIT

I, the undersigned, Marjorie McKnight Clements, purchaser of the property described in the Bill of Complaint in this Cause from Floyd L. Parks, Esquire, Trustee, as described in his Report of Sale, heretofore filed, hereby solemnly declare and affirm under the penalties of perjury:

1. That I am purchasing the said property as sole principal and not as agent for anyone.

2. That I have not directly or indirectly discouraged anyone from bidding on the said property at either the public or the private sale.

Marjorie McKnight Clements
Marjorie McKnight Clements
Purchaser

AFFIDAVIT

I hereby solemnly declare and affirm under the penalties of perjury that the contents of the aforegoing Purchaser's Affidavit are true and correct.

Marjorie McKnight Clements
Marjorie McKnight Clements

Filed July 20, 1973

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-0118

NOTICE

ORDER NISI ON SALE
Brown M. Roe et al
Complainants

vs.

Kathleen Anna Roe Moore et al
Respondents

+ + + + +
In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 5382
+ + + + +

ORDERED, this 18th day of July, 1973, that the sale of the real property, made and reported in this cause by Floyd L. Parks, Trustee, be ratified and confirmed, on or after the 20th day of August, 1973, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 13th day of August, 1973.

The report states the amount of sales to be $4,000.00.

CHARLES W. CECIL,
Clerk
Filed: July 18, 1973
TRUE COPY
TEST: Charles W. Cecil, Clerk
3t-8-8

26

Queen Anne's
RECORD-OBSERVER

Centreville, Md., Aug. 16 19 73

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Order Nisi on Sale

in the case/estate of Brown M. Roe et al

a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper published in Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 13th day of Aug., 19 73, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 25th day of July 19 73, and the last insertion on the 8th day of Aug, 19 73

THE RECORD-OBSERVER CORPORATION

By Dorothy M. Moore

Filed Aug 16, 1973

FLP/gm/8/16/73/1&3/

LIBER 7 PAGE 664

24

BROWN M. ROE, et al	*	IN THE CIRCUIT COURT
Complainants	*	FOR
vs.	*	QUEEN ANNE'S COUNTY, MARYLAND
KATHLEEN ANNA ROE MOORE, et al	*	EQUITY NO. 5382
Respondents	*	

* * * * * * * * * *

FINAL ORDER OF RATIFICATION

ORDERED, by the Circuit Court for Queen Anne's County, aforesaid, in Equity, this 20 day of August, 1973, that the sale of the real estate made and reported in this cause by Floyd L. Parks, Esquire, Trustee be and the same is hereby finally RATIFIED and CONFIRMED, no cause to the contrary thereof having been shown, although notice appears to have been given, as required by the preceding Order Nisi, and the said Floyd L. Parks, Esquire, Trustee, is allowed the usual commissions and proper expense, not personal, for which he shall produce vouchers to the auditor.

B. Hackett Turner Jr.
JUDGE

Filed Aug 20, 1973

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2118

FLP/gm/9/27/73/1&3/

28.

BROWN M. ROE, et al,	*	IN THE CIRCUIT COURT
Complainants,	*	
-vs-	*	OF QUEEN ANNE'S COUNTY, MARYLAND
KATHLEEN ANNA ROE MOORE, et al,	*	
Respondents.	*	EQUITY NO. 5382

* * * * * * * * *

TRUSTEES PETITION FOR FEE

Now comes Floyd L. Parks, Esquire, Trustee heretofore appointed herein, pursuant to Second Circuit Local Rule BR 8 b, averring that the service required of him and thus so performed by him were extraordinarily difficult in that he was unable to sell the property at the customary auction type public sale and, thus, was forced to take considerable extra time and effort to accomplish a private sale of said premises with the attendant extra pleadings, travel and negotiation involved.

WHEREFORE, he respectfully requests that this Honorable Court grant him a fee of $500.00 for his services in this cause.

AS IN DUTY BOUND, ETC.

Floyd L. Parks

Floyd L. Parks, Esquire
Trustee

Filed Oct. 1, 1973

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

FLP/gm/9/27/73/1&3/

LIBER 7 PAGE 666

29

BROWN M. ROE, et al,	*	IN THE CIRCUIT COURT
Complainants,	*	
-vs-	*	OF QUEEN ANNE'S COUNTY, MARYLAND
KATHLEEN ANNA ROE MOORE	*	
Respondents	*	EQUITY NO. 5382

* * * * * * * * * *

DECREE

Upon the consideration of the Petition, exhibits, Answers, affidavits, testimony, Report of Sale and Trustee's Petition for Fee, hereinbefore filed:

IT IS THEREUPON, this 1st day of October, 1973, by the Circuit Court for Queen Anne's County, Maryland, sitting in Equity and by the authority thereof, ADJUDGED, ORDERED and DECREED, that Floyd L. Parks, Esquire, Trustee hereinbefore appointed, after payment of his hereinafter referred to Commissions, the Costs of this Case and his allowable expenses, and after proper Ratification of Audit distribute the monies remaining in his hands as follows:

One-half (1/2) to Complainants, George W. Constable and Edith Eugenie Roe, as co-executors of the Estate of Dudley G. Roe, deceased;

One-eighth (1/8) to Complainant, Brown M. Roe;

One-eighth (1/8) to Complainant, Barbee Humphreys Roe;

Five-seventy-seconds (5/72) to Complainant, Alexander N. Roe;

Five-seventy-seconds (5/72) to Complainant Kathleen Anna Roe Moore;

Thirteen-two-hundred sixteenths (13/216) to Basil Wadkovsky, Guardian ad Litem for Respondent, Michael W. Roe, Minor, to be held by him to make diligent efforts to accomplish distribution to his legal Guardian upon his or her location; payment to the same to be a full acquittance of said Guardian ad Litem's duties hereunder or to make distribution to Michael W. Roe, upon and when he reaches his majority; provided, however, that should said Guardian ad Litem be unable to make such distribution, then such funds are to be handled according to the Law made and provided for such cases;

LAW OFFICES OF
ERNEST I. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

One-one-hundred and eighth (1/108) to Floyd L. Parks, Esquire to be held by him to make diligent efforts to accomplish distribution to Respondent, Elsie Ubank Paul, upon her location; provided, however, that should Floyd L. Parks, Esquire be unable to make such distribution, then such funds are to be handled according to the Law made and provided for such cases;

One-twenty fourth (1/24) to Anthony Libersky, Guardian ad Litem for Respondent, Deelucie Lynn Roe, Minor, to be paid to her legal guardian, payment to the same to be a full acquittance of same Guardian ad Litem's duties hereunder, or to be paid to Deelucie Lynn Roe upon and when she reaches her majority.

This Court finding that the above mentioned percentages represent the interest attributable to the respective parties herein and that the whereabouts of Respondents, Elsie Ubank Paul and Michael W. Roe, minor and her son, are unknown at present.

And Be it Further ORDERED and DECREED that Basil Wadkovsky, Esquire, Anthony Libersky, Esquire, and Floyd L. Parks, Esquire, be allowed such commissions as are available at Law to trustees for their duties in making the above ordered distributions.

And Be it also further ORDERED and DECREED that Floyd L. Parks, Esquire, be awarded a fee of $ 500.00 for his services as Trustee to make sale in this case.

B. Hackett Turner Jr.
JUDGE

FILED Oct 1, 1973

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2118

RECEIVED FOR RECORD Oct. 29, 1973

BOND

30

KNOW ALL MEN BY THESE PRESENTS, that we, Floyd L. Parks, of Kent County, State of Maryland, as Principal, and Fidelity and Deposit Company of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand ($3,000.00) Dollars, to be paid to the said State, or its certain attorney, to which payment well and truly to be made, and done, we bind ourselves, and each of us, our, and each of our heirs, executors, administrators, successors, or assigns, jointly and severally, firmly by these presents.

SEALED with our seals, and dated this 19th day of October, in the year of our Lord, nineteen hundred and seventy-three.

WHEREAS, the above bounden Floyd L. Parks, by virtue of the power granted him by Court Decree in a Cause in the Circuit Court for Queen Anne's County, aforesaid, Equity Case No. 5382, entitled Brown M. Roe, et al, Complainants, versus Kathleen Anna Roe Moore, et al, Respondents, is to sell the land and premises, described in said Decree, under the conditions and stipulations ordered by said Decree for said sale.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Floyd L. Parks does and shall well and truly and faithfully perform the trust reposed in him under the Decree of Court, aforesaid, and shall abide by and fulfill any further order or decree which shall be made by any Court of Equity in relation to the sale of said property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in Law.

IN TESTIMONY WHEREOF, the above bounded Floyd L. Parks has hereunto set his hand and seal, and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first hereinabove written.

Signed, sealed, and delivered
in the presence of:

M. Geraldine Morris

Floyd L. Parks (SEAL)
Floyd L. Parks
PRINCIPAL

M. Geraldine Morris

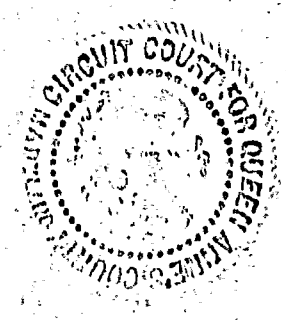
FIDELITY AND DEPOSIT COMPANY
OF MARYLAND
By: (SEAL)
Vincent S. Cookerly
Attorney-in-fact
SURETY

Security approved and Bond filed Oct. 29, 1973
Charles W. Cecil, Clerk.

LAW OFFICES OF
VINCENT S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2114

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 519, 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 29th day of October, Nineteen Hundred and Seventy-three.

Chas. W. Coil

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

Filed: Oct. 29, 1973

LIBER 7 PAGE 670

31

BROWN M. ROE, et al,	*	IN THE CIRCUIT COURT OF
Complainants,	*	
-vs-	*	QUEEN ANNE'S COUNTY, MARYLAND
KATHLEEN ANNA ROE MOORE, et al,	*	
Respondents.	*	EQUITY NO. 5382

* * * * * * * * * * *

NOTICE

To: Brown M. Roe
Chestertown, Maryland 21620

Barbee Humphreys Roe
Chestertown, Maryland 21620

George W. Constable, Co-executor
of the estate of the Dudley G. Roe,
Deceased
1000 Maryland Trust Building
Calvert and Redwood Streets
Baltimore, Maryland 21202

Edith Eugenie Roe
Co-executrix of the Estate of
Dudley G. Roe, Deceased
Georgetown, Maryland 21930

Alexander M. Roe
Buris Run
Mendenhall, Pennsylvania 13957

Kathleen Anna Roe Moore
345 East 73rd Street
New York, New York 10021

Basil Wadkovsky, Esquire
Court Street
Chestertown, Maryland 21620

Anthony Libersky, Esquire
Court Street
Chestertown, Maryland 21620

Floyd L. Parks, Esquire
Court Street
Chestertown, Maryland 21620

Please take Notice, that pursuant to Rule 595g of the Maryland Rules of Procedure, you are advised that an Audit has this day been filed in the Circuit Court for Queen Anne's County, Maryland, Equity Case No. 5382, proceeding as cited above, and that exceptions, if any you may have, must be filed within fifteen (15) days from said date, and if no such exceptions are filed within said fifteen (15) days period, the Audit may thereupon be satisfied.

Dated October 25, 1973

J. Thomas Clark
Auditor

CERTIFICATE OF AUDITOR

I HEREBY CERTIFY that I mailed a copy of the aforegoing notice to all of the above set forth addressees, being all and every party to these proceedings and every person who has filed a claim to the proceeds mentioned therein, by first class mail this 25th day of October, 1973, all as required by Rule 595g of the Maryland Rules of Procedure.

J. Thomas Clark
Auditor

Filed October 25, 1973

LAW OFFICES OF
ERNEST B. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2118

FLP/gm/10/11/73/1&4/

32

BROWN M. ROE, et al,	*	IN THE CIRCUIT COURT OF
Complainants,	*	
-vs-	*	QUEEN ANNE'S COUNTY, MARYLAND
KATHLEEN ANNA ROE MOORE, et al,	*	
Respondents.	*	EQUITY NO. 5382

* * * * * * * * * *

AUDITORS REPORT

The undersigned Auditor, submits the following report and hereby certifies that the notices required by Maryland Rule 595g have been mailed.

Respectfully submitted,

J Thomas Clark
Auditor

Floyd L. Parks, Esquire, Trustee for the sale of real estate under Court Order heretofore Decreed in this proceeding on April 10, 1973, and for distribution of monies arising from said sale, reports the following collections and disbursements.

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

CREDIT

Amount of Sale, per report		$ 4,000.00

DEBITS

To Floyd L. Parks, Esq., Trustee Commission per Order of Court		$ 500.00	
To Charles W. Cecil, Clerk, Court Costs per receipts exhibited, to wit:			
1. Clerk	$ 245.75		
2. Appearance of Floyd Parks	10.00		
3. Sheriff	4.00		
4. Edward Turner, Standing examiner	10.00		
5. Audrey L. Young, Stenographer	33.60		
6. Certified copies, per receipt	4.00		
7. Appearance of Anthony Libersky, guardian ad litem of Deelucie Lynn Roe, Minor	4.50		
8. Appearance of Basil Wadkovsky guardian ad litem, Michael W. Roe, Minor	4.50	316.35	
To Resigter of Wills, Queen Anne's Co., Certified copies, per receipt		12.50	
To Register of Wills, Kent County, Delaware, certified copies, per receipt		5.00	
To Queen Anne's Record Observer for Publication, per receipt		410.88	
To Norman Dixon, Auctioneer, Auctioneer's fee per Rule of Court, per receipt		25.00	
To Phoebe P. Anthony, Notary Fees, per receipt		1.00	
To U.S. Post Office, Registered Mail, per receipts		8.80	
To Thomas Clark, Auditor, for stating this audit: Fee 45.00; Expenses 10.00		55.00	
To Town of Sudlersville, Trustees share of taxes, 1972-73, 1973-74, per receipt		22.93	
To Treasurer of Queen Anne's County, Trustees share of State and County taxes, 1973-74, per receipt		26.59	
To Hogans Agency for Trustee's Bond, per receipt		12.00	
Total			1,396.05
Balance available for Distribution			$ 2,603.95

LAW OFFICES OF
ERNEST B. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

Distributed as follows per Court order:

To Complainants George W. Constable and Edith Eugenie Roe, as Co-executors of the Estate of Dudley G. Roe, Deceased 1/2 of $ 2,603.95	$ 1,301.97
To Complainant Brown M. Roe, 1/8 of $ 2,603.95	325.50
To Complainant, Barbee Humphreys Roe, 1/8 of $ 2,603.95	325.50
To Complainant, Alexander M. Roe, 5/72 of $2,603.95	180.83
To Respondent, Kathleen Anna Roe Moore, 5/72 of $2,603.95	180.83
To Respondent, Michael W. Roe, Minor Paid to Basil Wadkovsky, Guardian ad Litem, per order of Court 13/216 of $2,603.95	156.71
To Respondent, Elsie Ubank Paul, paid to Floyd L. Parks in trust per order of Court, 1/108 of $2,603.95	24.11
To Respondent, Deelucie Lynn Roe, Minor paid to Anthony Libersky, Guardian ad Litem, per order of Court, 1/24 of $2,603.95	108.50
Total	$ 2,603.95

Filed October 25, 1973

33

NISI RATIFICATION OF AUDIT

Brown M. Roe, et al

vs.

Kathleen Anna Roe Moore, et al

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

Cause No. 5382

ORDERED, this 25th day of October, 19 73, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 12th day of November, 19 73, unless cause to the contrary thereof be previously shown; provided notice is given in manner provided by Maryland Rule 595 g to persons entitled thereto.

~~a copy of this order be inserted in some news paper published in Queen Anne's County, Maryland once in each of two successive weeks before the day of 19~~

Charles W. Cecil Clerk

Filed Oct 25, 1973

34

Brown M. Roe, et al

vs.

Kathleen Anna Roe Moore, et al

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
Cause No. 5382

FINAL RATIFICATION OF AUDIT

ORDERED, by the Court that the account of the Auditor is finally ratified and confirmed, and Floyd L. Parks, Trustee, is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Date: November 12, 1973

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

Charles E. Price
Clerk of the Circuit Court for Queen Anne's County

Filed Nov 12, 1973

35

BROWN M. ROE, et al	*	IN THE CIRCUIT COURT FOR
VS	*	QUEEN ANNE'S COUNTY, MARYLAND
KATHLEEN ANNA ROE MOORE, et al	*	EQUITY NO. 5382

* * * * *

PETITION TO TERMINATE TRUST AND

ALLOWANCE FOR FEE

To the Honorable, the Judge of said Court:

The Petition of Basil Wadkovsky, Trustee, represents unto this Honorable Court as follows:

1. That on the 9th day of January, 1973 he was appointed by an Order of Court as Solicitor Ad Litem for Michael W. Roe, Minor Respondent.

2. That by Decree of Court dated October 1, 1973 he received an amount of $156.71 as a (13/216ths) THIRTEEN-TWO HUNDRED SIXTEENTHS share to be held by him until such time as the aforesaid Michael W. Roe, Minor reached majority or was found.

3. That your Petitioner has subsequently ascertained the whereabouts of Michael W. Roe and has further ascertained that the aforesaid Michael W. Roe has reached his majority on June 18, 1973, as is evidenced by a notarized copy of his birth certificate attached hereto and made a part hereof.

WHEREFORE, your Petitioner prays:

1. That your Petitioner be allowed a fee of Twenty-five ($25.00) Dollars as commissions for handling this matter.

2. That your Petitioner be allowed to made distribution of the trust less commissions to the aforesaid Michael W. Roe.

3. That the trust be terminated.

Basil Wadkovsky
121 Court Street
Chestertown, Maryland
778-4066

Filed March 7, 1974

ORDER

UPON the consideration of Petition, IT IS THEREUPON, this 11th day of March, 1974, by the Circuit Court for Queen Anne's County, Maryland, sitting in Equity and by the authority thereof, ADJUDGED, ORDERED and DECREED that Basil Wadkovsky, Trustee be allowed commissions of Twenty-five ($25.00) Dollars, and

IT IS FURTHER ORDERED that the aforesaid Basil Wadkovsky make payment in the amount of $131.71 to the aforesaid Michael W. Roe, and

IT IS HEREBY DECREED that the aforesaid trust for Michael W. Roe be and it is hereby terminated.

B. Hackett Turner Jr.
JUDGE

FILED March 11, 1974

THIS IS A PHOTOGRAPHIC COPY OF BIRTH CERTIFICATE. IF IT IS CORRECT, PLEASE KEEP IT AND PRESERVE IT. IF IT IS INCORRECT, PLEASE RETURN IT.

NOTE CAREFULLY

1-F

JUL 18 1952

NORTH CAROLINA STATE BOARD OF HEALTH
BUREAU OF VITAL STATISTICS

*19 CERTIFICATE OF LIVE BIRTH

REGISTRATION DISTRICT No. 54-80

BIRTH No. 138 52-055536

1. PLACE OF BIRTH a. COUNTY Lenoir b. CITY OR TOWN Kinston c. TOWNSHIP Kinston d. STATE NAME OF HOSPITAL OR INSTITUTION Jarrett Hospital e. STREET ADDRESS

2. USUAL RESIDENCE OF MOTHER a. STATE Md. b. COUNTY Lenoir c. CITY OR TOWN Tuckerville d. STREET ADDRESS

3. CHILD'S NAME (Type or Print) a. (First) Michael b. (Middle) William c. (Last) Roe

4. SEX M 5a. THIS BIRTH SINGLE ✓ TWIN TRIPLET 5b. IF TWIN OR TRIPLET THIS CHILD 1st 2nd 3rd 6. DATE OF BIRTH (Month) 6 (Day) 18 (Year) 52

FATHER OF CHILD

7. FULL NAME a. (First) Dudley b. (Middle) Orange c. (Last) Roe

8. AGE (At time of this birth) 20 YEARS 9. BIRTHPLACE (State or foreign country) Virginia 10. OCCUPATION Farmer 11. KIND OF BUSINESS OR INDUSTRY Farmer 12. COLOR OR RACE White

MOTHER OF CHILD

13. FULL MAIDEN NAME a. (First) Edna b. (Middle) Caroline c. (Last) Lassiter

14. AGE (At time of this birth) 19 YEARS 15. BIRTHPLACE (State or foreign country) Onslow 16. CHILDREN (Including this child) 16a. NUMBER NOW LIVING 3 16b. NUMBER NOW DEAD 0 16c. NUMBER OTHER (Including stillbirths) 0

17. INFORMANT'S NAME AND RELATION TO CHILD Mother

I hereby certify that this child was born alive on the date stated above. at 3:05 A.M. P.M.

18. DATE RECEIVED BY LOCAL REG. JUL 0 1952

19a. SIGNATURE Dr. R. E. Tyndall M.D.
19b. ADDRESS Kinston No. Car.
19c. REGISTRAR'S SIGNATURE R. F. Jones, M.D.

20a. ATTENDANT AT BIRTH M.D. ✓ MIDWIFE OTHER
20b. DATE SIGNED 7-5-52
21. DATE ON WHICH GIVEN NAME ADDED BY

FOR MEDICAL AND HEALTH USE
(This section MF 42 is filled out)

22a. LENGTH OF PREG. NAME 39 Weeks 22b. WEIGHT AT BIRTH 6 lbs. 7½ ozs. 22c. LEGITIMATE YES ✓ NO

22d. HAS MOTHER BEEN INSPECTED DURING PREGNANCY FOR ACCURACY OF INFORMATION? YES ✓ NO

This is to certify that the above is a true copy of the Certificate of Live Birth for Michael W. Roe.

Michael W. Roe

State of New York
County of Cortland

Sworn to before me this
26th day of February, 1974

Barbara A. Latimer

Notary Public

BARBARA A. LATIMER
NOTARY PUBLIC
STATE OF NEW YORK

BARBARA A. LATIMER No. 12 7438700
Notary Public in the State of New York
Residing in Cortland County
My Commission Expires 76

QUEEN ANNE'S COUNTY, TO WIT:--Be it remembered that on this Twenty-Seventh Day of December, in the year nineteen hundred and seventy-three, the following Certified Copy of Docket Entries and Certain Original Papers from Circuit Court of Baltimore City was brought to be recorded, to wit: ----

Thomas B Finian
Joseph S. Kaufman
Eugene A. Alexander
H. Paul Rome

Ex Parte
in the Matter of
First Fidelity Savings and
Loan Association

424

C. E. Folio 44
Bill No. 191106
Date Billed 8-6-63
Plaintiff's Solicitor $ 10.00
Clerk's Fee - 431.00
Sheriff's Fees - - 13.00
Shff. Balto. Co. 3.30
Witness Fees - - -
Defendants Solicitor -
Total 457.30
Amount - 457.30
Date Paid 8-16-63
By [illegible]
DEPUTY CLERK

Al 1/3 T.B.F. 8/26/63 Ch N 767
H Paul Rome - Per Robert Moran

H. 8/16/63
757 77
First Natl.

Recd
8-31-70

6/4/62
Copies 15.00 ✓

6/19/62
Copy 75¢ ✓

8-29-62
Copy 1.00 ✓

RECORDED IN LIBER,
H.J.R. No. 348 FOLIO 276

1812-A

A-No. 42857

C. E. Folio 70
Bill No. 192503
Date Billed 9-25-63
Clerk—Additional $
" Copies 2.00
Date Paid 9-26-63
By Cohen
DEPUTY CLERK

C. E. Folio 76
Bill No. 192369
Date Billed 9-18-63
Clerk—Additional $
" Copies 6.50

3.00

2- June 1962 Petition of Albert W. Ward, Director of State Department of Assessments and Taxation of the State of Maryland for appointment of Conservator (1) Petition; Exhibit A (2) fd.
Same Day Order of Court appointing Albert W. Ward, Conservator (3) fd.
Same Day Petition of Conservator and Order of Court directing Conservator to employ a certified public accounting firm; take possession of assets, property, books, records, accounts, &c. of First Fidelity Savings and Loan Association; manage and operate said Association; retain and employ such employees that he may require; execute checks or drafts on any bank or trust company where funds are deposited; make disbursements for supplies and services rendered; refuse to receive new accounts and additions to fre share accounts now existing; prohibit withdrawals by depositors, except upon the showing of hardship or urgent need, an amount may be drawn with approval of Court; and have such further and additional rights, powers and privileges possessed by officers, board of directors and members of the Association, &c. (4) fd.
19- June 1962 Petition of Conservator in re employment of Eugene A. Alexander III and H. Paul Rome as Special Counsel and Order of Court thereon authorizing same (5) fd.

22. June 1962 Petition of Conservator to enjoin Equitable Trust Company, Maryland National Bank and First National Bank from permitting withdrawals from bank accounts and safe-deposit boxes until such time as Petitioner determines what interest First Fidelity Savings and Loan Association may have in said accounts and Order of Court thereon directing said Banks show cause on or before July 9, 1962 why relief prayed should not be granted (6) fd. copies issued (Served as Marked)

26. June 1962 Petition of Conservator to enjoin Equitable Trust Company from permitting withdrawals from bank account and Order of Court thereon directing said Equitable Trust Company show cause on or before July 11, 1962 why relief prayed should not be granted (7) fd. Copy issued (Served as Marked)

27. June 1962 Answer of Maryland National Bank to Petition of Conservator (8) fd.

3. July 1962 Petition of Dr. Yoshio Aso for leave to withdraw funds from safe deposit and Order of Court thereon directing Conservator show cause within 5 days why relief prayed should not be granted (9) fd. (Copy Issued)

6. July 1962 Answer of Conservator to Petition of Dr. Yoshio Aso (10) fd.

9. July 1962 Letter from Henry W. Stichel, Jr., Counsel for Thomas P. Raimondi (11) fd.

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12 10" July 1962 Order of Court dismissing Petition of Dr. Yoshio Aso, and denying relief sought without prejudice, and directing Dr. Yoshio to pay costs (12) fd.

11" July 1962 Order of Court extending time to show cause as to Thomas Paul Raimondi, until July 26/1962, of original Order of Court dated June 22/1962 (13) fd. Copy issd. (Non Est)

12" July 1962 Order of Court extending time to show cause as to Thomas Paul Raimondi until July 26/1962, of original Order of Court dated June 26/1962 (14) fd. Copy issd. (Non Est)

19" July 1962 Claim of Louis William Dorovlow (15) fd.

1" August 1962 Order of Court extending time to show cause as to Mr + Mrs. Richard A. Dorovlow until August 16/1962 of original Order of Court dated June 26/1962 (16) fd. Copies issd. (Served)

30

14" August 1962 Petition of Conservator for authority to sell real estate (250 South Washington Street) Exhibit and Order of Court thereon authorizing same (17) fd

21" August 1962 Claim of Pitney-Bowes, Inc. (18) fd.

29 August 1962 Letter of Kent K. Nutter and Answer of Conservator thereto (19) fd

Same day Letter of Mr + Mrs Jas. W. Traynham and Answer of Conservator thereto (20) fd.

Same day Letter of Charles G. Friedrich and Answer of Conservator thereto (21) fd.

Same day Letter of Mabel G. Alexander and Answer of Conservator thereto (22) fd.

Same day Letter of Louis P. Kunsley and Answer of Conservator thereto (23) fd.
Same day Letter of Stanley Kasper and Answer of Conservator thereto (24) fd.
Same day Letter of Alma Tucker and Answer of Conservator thereto (25) fd
Same day Letter of Bertha B. Schneeman and Answer of Conservator thereto (26) fd.
Same day Letter of Stanley J. Rusin and Answer of Conservator thereto (27) fd.
Same day Letter of Edward Pawlik and Answer of Conservator thereto (28) fd.
Same day Letter of Carrick McGee and Answer of Conservator thereto (29) fd.
Same day Letter of Nicholas Ketz and Answer of Conservator thereto (30) fd.
Same day Letter of Luther E. Johnson and Answer of Conservator thereto (31) fd.
Same day Letter of Fernando J. Castro and Answer of Conservator (32) fd.
Same day Letter of Helen Baum and Answer of Conservator thereto (33) fd.
Same day Letter of Elmer Busak and Answer of Conservator thereto (34) fd.

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29th August 1962 Letter of Ellen Hillman and Answer of Conservator (35) fd.
Same day Letter of Henry D. Fink and Answer of Conservator (36) fd.
Same day Letter of Dr. Quzi M. Ahmed and Answer of Conservator (37) fd.
Same day Letter of Irving M. Croft and Answer of Conservator (38) fd.
Same day Letter of Harold R. Bernstein and Answer of Conservator (39) fd.
Same day Letter of B. B. Lynch and Answer of Conservator (40) fd.
Same day Letter of Lee B. Sprague and Answer of Conservator (41) fd.
Same day Letter of Sally Garrick and Answer of Conservator thereto (42) fd.
Same day Letter of Sam Serra and Answer of Conservator thereto (43) fd.
Same day Letter of Sam Siegel and Answer of Conservator (44) fd.
Same day Letter of Sheila Carter and Answer of Conservator (45) fd.
Same day Letter of Estelle S. Fowler and Answer of Conservator (46) fd.
Same day Letter of Paul H. Wehmeyer and Answer of Conservator thereto (47) fd.
Same day Letter of Joseph N. DeLapo, Jr. and Answer of Conservator thereto (48) fd.
Same day Letter of George D. Boulouris and

Answer of Conservator thereto (49) fd
Same day Letter of Flora J. Muhlenbuch and
Answer of Conservator thereto (50) fd
Same Day Claim of Chesapeake & Potomac Telephone
Co. of Maryland (51) fd.
Same day Letter of Lillian L. Nashlund and Answer
of Conservator (52) fd
Same day Letter of Nancy Jean Van Lopik and
Answer of Conservator thereto (53) fd
Same day Letter of Helen E. Rousseau and
Answer of Conservator thereto (54) fd.
Same day Motion for Hearing (55) fd.
Same day Notice of Hearing (56) fd copies issued
00 (Served)
30" August 1962 Petition of June Carter in re-
withdrawal of funds on deposit and order
of Court thereon directing Conservator to show
cause within 15 days from date hereof
why the relief prayed should not be granted
00 (57) fd. copy issued (Served)
31" August 1962 Answer of Albert W. Ward, Conservator,
to Petition of June Carter (58) fd.
4" September 1962 Claim of Betty M. Allen (59) fd.

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10" September 1962 Answer of Conservator to Petition of Roy Bossier, Jr. (60) fd.
Same Day Answer of Conservator to Petition of Joseph M. Scandura (61) fd.
Same Day Answer of Conservator to Petition of Ellis Schiller (62) fd.
Same Day Answer and Exhibits of Conservator to Petition of Sid Silas (63) fd.
17" October 1962 Order of Court denying relief sought re release of funds deposited as to Luther Johnson, Nicholas Ketz, Carrick McKee, Edward Pawlick, Stanley Rusin, Bertha Schneeman, Alma Tucker, Stanley Kasper, Louis B. Krinsky, &c, Mabel L. Alexander, Charles A. Frederick, Kent R. Nutter, Mr + Mrs James W. Traynham, Helen S. Rousseau, Lillian L. Nasfund, Dr. Quizi M. Ahmed, Henry D. Fink, Sam Serra, Ellen Hillman, Elmer Fusak, Irving Croft, Harold Bernstein, B.F. Lynch, Lee B. Sprague, Sally Garrick, Sam Siegel, Sheila Carter, Estella S. Fowler, Paul Wehmeyer, Frank N. De Lapo, Flora Muhlenbuch, George D. Boulosin, and June Carter (64) fd
29" October 1962 Petition of Warren R. Parker in re allowance of claim (65) fd.
1" November 1962 Answer of Conservator to Petition of Warren R. Parker (66) fd.
16" November 1962 Claim of American District Telegraph Company (67) fd.

J. Chas Fagan

21. November 1962 Petition of Conservator for authority to execute Mutual Release with Josiah Stern, Trustee for Estate of Meyer Stern, Landlord, and to pay sum of $2,200.00, re termination of lease on property 5127 Park Heights Avenue, Petitioner's Exhibit No. 1 and Order of Court thereon authorizing same (68) fd.

21. November 1962 Petition of Conservator for return of Two Electric Check-Writers and Order of Court thereon directing Burroughs Corporation, The Todd Company Division and Robert M. Donovan to deliver same to First Fidelity Savings and Loan Association, Inc. unless cause to the contrary be shown on or before December 7/1962 (69) fd. Copies issd. (Served)

29. November 1962 Petition of Conservator for extension of Conservatorship for a period of six months from December 2/1962 and Order of Court thereon directing same (70) fd.

Same Day Order of Court dismissing Petition of Joseph M. Scandora, Roy Bossier, Jr. and Ellis Schiller, re release of funds (71) fd.

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29th November 1962 Order of Court dismissing Petition of Sid Silas, re release of funds, further postponing until a later date the consideration of the validity of alleged deposit of $250.00 made by paid Sid Silas (72) fd.

30th November 1962 Petition of H Paul Rome and Eugene A. Alexander, III in re allowance of fee and Order of Court thereon allowing same (73) fd.

13th December 1962 Claim of American District Telegraph Co. (74) fd.

Same Day Letter of Donald J. Dembrowski and Answer of Conservator thereto (75) fd.

Same Day Letter of Clarence Gordon King and Katherine C. King and Answer of Conservator thereto (76) fd.

Same Day Letter of Alcides J. Ruiz and Answer of Conservator thereto (77) fd.

Same Day Letter of Etha Cross and Answer of Conservator thereto (78) fd.

Same Day Letter of Sam Wallace and Answer of Conservator thereto (79) fd.

Same Day Letter of Mason Cross and Answer of Conservator thereto (80) fd.

Same Day Letter of Rev. Francis Pirulli and Answer of Conservator thereto (81) fd.

Same Day Letter of Henry J. Broderick and Answer of Conservator thereto (82) fd.

Same Day Letter of Catherine A. Lennon and Answer of Conservator thereto (83) fd.
Same Day Letter of Jean A. Dupont and Answer of Conservator thereto (84) fd.
Same Day Letter of Irene S. Davies and Answer of Conservator thereto (85) fd.
Same Day Letter of Paul Preisler and Answer of Conservator thereto (86) fd.
Same Day Letter of William Clarkson and Answer of Conservator thereto (87) fd.
Same Day Letter of Timothy A. Bell and Answer of Conservator thereto (88) fd.
Same Day Letter of A. G. Dessaint and Answer of Conservator thereto (89) fd.
Same Day Letter of Raymond Clark, Sr. and Answer of Conservator thereto (90) fd.
Same Day Letter of Joe O. White and Answer of Conservator thereto (91) fd.
Same Day Letter of Morton Plotnick and Answer of Conservator thereto (92) fd.
Same Day Letter of Laura Berg and Answer of Conservator thereto (93) fd.
Same Day Letter of John H. Keefe and Answer of Conservator thereto (94) fd.
Same Day Motion for Hearing (95) fd.
17 December 1962 Letter of Coryl Feit and Answer of Conservator thereto (96) fd.

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From Page 545 97 } 19th December 1962 Petition of Albert W. Ward for appointment of Harry B. Wolfe as Conservator, with all rights, powers and authority granted his predecessor, the Petitioner herein, and that all previous Orders and Decrees shall continue in full force and effect and Order of Court thereon (97) fd.
Same Day Letter of Alexander Luckton, Jr. and Answer of Conservator thereto (98) fd.
27th December 1962 Petition of Conservator in re allowance of fee unto Leonard B. Rowles and Company, Accountants, Exhibit and Order of Court thereon allowing same (99) fd.
9th January 1963 Petition of Conservator in re employment of Leonard B. Rowles and Company, Accountants and Order of Court thereon authorizing same (100) fd.
Same Day Petition of Conservator for instructions re validity of Agreement of March 5/1962 between Board of Directors of First Fidelity Savings and Loan Association and Richard A. Swirnow (101) fd.
Same Day Petition of Conservator for determination as to whether or not a binding lease exists between authorities of First Fidelity Savings and Loan Association and Francis X. Gallagher, Thomas J. Kenney, Hugo A. Ricciuti, and Avrum K. Rifman (102) fd.
10th January 1963 Petition of First Fidelity Savings and Loan Association Inc. for Adoption of Plan for Reorganization, Resolution of Board of Henry W.

Directors and Consent and Authorization of Underwriters (103) fd.

11th January 1963 Order of Court dismissing Petitions of Joel N. White, Morton Plotnick, Laura Bergo, Raymond Clark, Timothy Bell, Alain Dessaint, William Clarkson, John F. Keefe, Reverend Francis Pirulli, Mason Cross, Henry J. Broderick, Catherine A. Lennon, Irene S. Davies, Paul Preisler, Sam Wallace, Donald Dembrowski, Mr. & Mrs. Clarence King, Alcides J. Ruiz, Etha Gross and Joseph Feit, without prejudice for release of funds deposited (104) fd.

18th January 1963 Conservator's Demand for Particulars and Order of Court directing First Fidelity Savings and Loan Association to supply same within 5 days from the signing of this Order (105) fd.

21st January 1963 Petition of John H. Coppage, Receiver for Security Financial Insurance Corporation for leave to intervene and Order of Court thereon granting said leave (106) fd.

23rd January 1963 Motion of Harry B. Wolf, Jr., Director of Department of Building, Savings and Loan Associations of the State of Maryland for leave to Intervene and Order of Court thereon granting said leave (107) fd.

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24. January 1963 Answer of First Fidelity Savings & Loan Association to Demand for Particulars (108) fd.

26. January 1963 Petition of Harry B. Wolf, Jr., Conservator of First Union Savings and Loan, Inc. for leave to intervene and Order of Court thereon granting said leave (109) fd.

Same Day Petition of League, Callan Field and Maxwell for leave to intervene for sole purpose of assisting Court and State of Maryland in interpreting plan of reorganization and naming participants of underwriting group and Order of Court thereon granting said leave (110) fd.

Same Day Petition of Harry B. Wolf, Jr., Conservator of Maryland Financial Savings and Loan Company, for leave to intervene and Order of Court thereon granting said leave (111) fd.

8. February 1963 Oral Opinion of Court (112) fd.

Same Day Order of Court declaring proposed plan of re-organization as disapproved (113) fd.

16. February 1963 Petition of Paul S. Jones for leave to withdraw funds re Savings Account No. 59362 (114) fd.

21. February 1963 Petition of Joseph A. Schmarl and Ethel J. Schmarl for Conservator to disburse unto Petitioners sum of $5,843.36, re account 59198, Exhibits and Order of Court thereon directing Conservator show cause on or before March 12, 1963 why relief prayed should not be granted (115) fd. (Copy mailed)

26. February 1963 Answer of Richard A. Swirnow to Petition of Conservator, filed January 9/1963 (116) fd.
Same Day Petition of Conservator for authority to extend until November 15/1963 mortgage executed by Mars, Inc. to First Fidelity under date of September 1/1960 on 4.113 acres of land on Cipriano Road, Prince Georges County, Maryland and Order of Court thereon (117) fd.
Same Day Petition of Conservator for authority to withdraw from First National Bank of Baltimore the sum of $25,361.00 remaining on deposit in account of Thomas Paul Raimondi and Joseph M. Connor, Trustees under Deed of Trust from Springlake Apartments, Inc. to First Fidelity dated Dec. 28/196[illegible] Exhibit and Order of Court thereon authorizing same (118) fd.
5. March 1963 Petition of Conservator for authority to enter into agreement with David M. Nichols Company and David M. Nichols, individually re their claim for services rendered (119) and Petitioner's Exhibits No. 1 (120) and 2 (121) and Order of Court thereon authorizing Conservator pay unto David M. Nichols Company and David M. Nichols individually sum of $17,500.00 in full settlement of their claims and further authorizing Conservator execute release in favor of claimants relinquishing any claim Association might have against claimants (122) fd.

(To Page 554)

From Page 551 {5" March 1963 Petition of Conservator for authority to assign unto First Guarantee Savings and Loan, Inc. an undivided one-half interest in mortgage from Joseph E. Quillen and Elizabeth M. Quillen, his wife, dated October 10/1960 and recorded among the Land Records of Carroll County in Liber G.J.B. 327, folio 449 (123) fd.

Same Day Petition of Edwin T. Calvert and Lauretta M. Calvert, his wife, for Conservator to execute Deed to Petitioners conveying title to Lot 64, Block F, Section 1, Kent Island Estates, in Queen Anne's County, Assent and Order of Court thereon authorizing same (124) fd.

Same Day Answer and Demurrer of Conservator to Petition of Joseph A. Schmarl and Ethel J. Schmarl (125) fd.

14" March 1963 Claim of Modern Handcraft, Inc. (126) fd.

20" March 1963 Petition of Underwood Corporation for reclamation of two calculating machines and Order of Court thereon granting said leave, unless cause to the contrary be shown on or before April 5/1963 (127) fd. (Copy mailed)

28" March 1963 Answer of Francis X. Gallagher, Thomas J. Kenney, Hugo A. Riccuiti and Avrum H. Kilman to Petition of Conservator (128) fd.

2" April 1963 Answer of Conservator to Petition of Underwood Corporation (129) fd.

10th April 1963 Claim of Janitor Supply House, Inc. (130) fd.
11th April 1963 Claim of Addressograph-Multigraph Corp. (131) fd.
Same Day Petition of Addressograph-Multigraph Corporation for reclamation of certain chattels Exhibit & Order of Court directing Conservator return same, unless cause to the contrary be shown on or before April 26/1963 (132) fd. (Copy mailed)
23rd April 1963 Order of Court directing Conservator return to Underwood Corporation certain two tape calculating machines, &c. (133) fd.
24th April 1963 Petition of Edwin M. Smolin for payment of funds by Conservator and Exhibit thereto (134) fd.
Same Day Answer of Conservator to Petition of Edwin M. Smolin (135) fd.
1st May 1963 Petition of Ferdinand Fiastro in re allowance of counsel fee, Consent of Conservator and Order of Court thereon allowing same (136) fd.
3rd May 1963 Petition of Conservator in re employment of Linwood C. Yates & Co. of Centreville, Maryland to act as broker for sale of approximately 1800 lots of land located in Fourth Election District of Queene Anne's County, Maryland and Order of Court thereon authorizing same (137) fd.

(To Page 558)

From Page 554

10. May 1963 Letter of Jay C. Jolosky and Answer of Conservator thereto (138) fd.
Same Day Letter of Paul F. Livingston Company on behalf of Asbestos Workers Local 25 Vacation Fund and Answer of Conservator thereto (139) fd.
28. May 1963 Petition of Conservator for Extension of Conservatorship for an additional period of not more than six months from June 2/1963 and Order of Court thereon extending same (140) fd.
Same Day Petition of Conservator for authority to repair 2 1/2 miles of roadway on Cloverfield Drive and Kimberly Way in development known as "Cloverfields" in Queen Anne's County, Maryland for the sum of $4,012.18, Petitioner's Exhibit No 1 and Order of Court thereon authorizing same (141) fd.
7. June 1963 Letter of Thomas E. Bivins and Answer of Conservator thereto (142) fd.
Same Day Letter of Dr. Leopold Scheiber and Answer of Conservator thereto (143) fd.
Same Day Letter of James E. Bie and Answer of Conservator thereto (144) fd.
Same Day Letter of Antoine Kawam and Answer of Conservator thereto (145) fd.
Same Day Letter of Msgr. Bernard M. Burns and Answer of Conservator thereto (146) fd.
Same Day Letter of Al Davidson and Answer of

Conservator thereto (147) fd.
Same Day Letter of Benjamin Evernham and Answer of Conservator thereto (148) fd.
Same Day Letter of Albert J. Larivee and Answer of Conservator thereto (149) fd.
Same Day Letter of Frank Blatny and Answer of Conservator thereto (150) fd.
Same Day Letter of Louis Stewart and Answer of Conservator thereto (151) fd.
Same Day Letter of Edward O. Toth and Answer of Conservator thereto (152) fd.
Same Day Letter of Abraham Friedman and Answer of Conservator thereto (153) fd.
Same Day Letter of Mrs. Rachel M. Williams and Answer of Conservator thereto (154) fd.
Same Day Letter of Roy Pollard and Answer of Conservator thereto (155) fd.
Same Day Letter of Stan J. Obozate and Answer of Conservator thereto (156) fd.
Same Day Letter of Miss Marie Verde and Answer of Conservator thereto (157) fd.
Same Day Letter of James M. Villnier and Answer of Conservator thereto (158) fd.
Same Day Letter of Mrs. Ruth M. Reiling and Answer of Conservator thereto (159) fd.

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7. June 1963 Letter of Louis Ambrose and Answer of Conservator thereto (160) fd.
Same Day Letter of James R. Hess and Answer of Conservator thereto (161) fd.
Same Day Letter of Mrs. Clifford Horsman and Answer of Conservator thereto (162) fd.
Same Day Letter of Major William W. De Loch and Answer of Conservator thereto (163) fd.
Same Day Letter of R. L. Henicke and answer of Conservator thereto (164) fd.
Same Day Letter of Hedge E. Howard, III and Answer of Conservator thereto (165) fd.
18. June 1963 Letter of Samuel Gittmiller and Answer of Conservator thereto (166) fd.
Same Day Letter of Mrs. Roger Simmons and Answer of Conservator thereto (167) fd.
Same Day Letter of Mrs. Yvonne Kufta and Answer of Conservator thereto (168) fd.
Same Day Letter of Berry W. Wyman and Answer of Conservator thereto (169) fd.
Same Day Letter of Colburn J. Thorp and Answer of Conservator thereto (170) fd.
Same Day Letter of Morris Kaplan and Answer of Conservator thereto (171) fd.
Same Day Letter of Gustaf Bergman and Answer of Conservator thereto (172) fd.

24" June 1963 Report of Conservator (173) Financial Statement (174) and Comment to Financial Statement (175) and Order of Court directing officers and directors and freeshareholders show cause on or before July 15/1963 why "First Fidelity" should not be placed in Recievership, further directing this Order be published (176) fd.

25" June 1963 Motion for Hearing (177) fd.

2" July 1963 App. of Marvin B. Steinberg as Sol. for Edwin M. Smolin (178) fd.

Same Day Motion for Hearing (179) fd. (Copy mailed)

12" July 1963 Claim of Charles A. Docter, Trustee in Bankruptcy for Mutual Security Savings and Loan Association, Inc. (180) fd.

15" July 1963 Answer of Ervin Kramer and Seymour Wadler, to show cause Order dated June 24/1963 (181) fd.

16" July 1963 Certificate of Publication (182) fd.

23" July 1963 Order of Court dismissing Petitions of Albert Larivee, Frank Blatny, Benjamin Evernham, Al Davidson, Monsignor Bernard Burns, Antoin Kawam, James E. Bie, Rev. Leopold Scheiber, Thos. E. Bivins, George E. Howard III, Jay C. Jolosky, Asbestos Workers Local 25, R. L. Henchee, Wm. W. De Loach, Rachel M. Williams, Mrs. Clifford Horsman, Jas. M. Villiner, Stan J. Obozuk, Jas. R. Hess, Louis Ambrose, Louise Stewart, Ruth M. Reeling, Morris Kaplan, Marie Verde, Roy Rolland, Abraham Freedman, Ed. O. Toth, Gustaf Bergman, Saml. Guthmiller, Barry Wyman, Mrs. Roger Simmons, Yvonne Kufta and Colburn J. Thorp, with prejudice, &c. (183) fd.

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From Page 561

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23. July 1963 Answer of Conservator to Petition of Addressograph-Multigraph Corporation (184) fd.

24. July 1963 Answer of Conservator to Petition of Ervin Kramer and Seymour Wadler (185) fd.

Same Day Conservator's Notice to take Position (186) fd.

4.00 Same Day Summons for Witness (187) fd. copy issd. (Summonsed)

25. July 1963 Petition of Board of Building Savings and Loan Association Commissioners for Appointment of Receiver (188) fd.

Same Day Petition for leave to take Testimony under 560 d. Rule and Order thereon authorizing same (189) fd.

30. July 1963 Motion of Ellsworth H. Steinberg and Joseph B. Ackman for leave to strike their Appr. as Solrs. for Ervin Kramer and Seymour Wadler and Order of Court thereon granting said leave (190) fd.

1. August 1963 Letter from Mrs Freda Sarelick parent of Harry Sarelick and Herman Sarelick, Minors (191) fd.

Same Day Order of Court appointing Harry B. Wolf, Jr. Receiver, and directing Conservator to transfer assets, &c. to said Receiver, and upon making said transfer, Conservator be

discharged upon the filing of a bond in the penalty of $100,000.00, further appointing H. Paul Rome and Eugene A. Alexander III counsel to said Receiver, further directing payment of costs of Conservatorship proceedings (192) fd.
2" August 1963 Receiver's Additional Bond (193) fd.
5" August 1963 Letter re Claim of Warehouse, Retail Mail Order Employees Local Union No. 590 (194) fd.
Same Day Order Notice to Creditors (195) issd.
13" August 1963 Petition of H. Paul Rome and Eugene A. Alexander III for leave to withdraw this file and file numbers A-41730 for a period of seven days and Order of Court thereon authorizing same (196) fd. (Same Day receipt left)
16" August 1963 Petition of Receiver for sale of real estate and chattels to Oak Hill Farms, Inc., and Order of Court thereon authorizing same (197) fd.
22" August 1963 Claim of Brink's, Inc. (198) fd.
28" August 1963 Claim of Ved-A-Ray Corp. (199) fd.
Same Day Petition of Rabbi M. Malin for authority to withdraw funds (200) fd.
Same Day Petition of Meyer Malin for authority to withdraw funds (201) fd.
30" August 1963 Petition of Receiver for authority to sell Mortgage (1851 W. North Ave.) and Order of Court thereon authorizing sale of Mortgage, etc. (202) fd.

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3" September 1963 Claims of A. S. Abell Co. (203) and Burroughs Corp. (204) fd.

9" September 1963 Claim of Dr. George Sharfatz and Corinne Sharfatz (205) fd.

9" September 1963 Petition of Receiver for authority to make available to law enforcement agencies books and records of First Fidelity Savings and Loan Association, Inc. and Order of Court thereon authorizing same (206) fd.

17" September 1963 Claims of Rowancoke Holding Co. (207) and Queen Anne Holding Co. (208) fd.

26" September 1963 Motion for Hearing (209) fd. (Copy mailed)

x Same Day Order of Court authorizing Receiver to execute releases of mortgages on properties mortgaged to Insolvent upon receiving payment, to bargain and sell land or interest in land now owned by said Insolvent, or hereafter acquired, to execute and deliver deeds on property heretofore bargained and sold under Contracts of Sale, to pay expenses involving Receivership, &c. (210) fd.

10" October 1963 Claim of Theresa M. Borse (211) fd.

14" October 1963 Claim of EBSCO Industries, Inc. (212) fd.

22" October 1963 Order of Court making Order of Court dated September 26/1963 retroactive to

August 1/1963 (213) fd.
29th October 1963 Petition of Receiver for authority to sell real estate (215 E. Fayette Street) and Order of Court thereon authorizing same (214) fd.
31st October 1963 Copy of Deed from Queen Anne Holding Company unto Kathryn H. Fink, dated November 12/1949 (215) fd.
Same Day Copies of Deeds from The Partners Holding Company unto Romancoke Holding Co., et al. dated June 28/1950; from Kent Island Holding Co., Inc. unto The Chesapeake Bay Corporation; from David M. Nichols, et al. unto Chesapeake Bay Corporation (216) fd.
13th November 1963 Claim of Sibley Smith, Jr., Sibley Smith, Sr. and Jane Smith (217) fd.
Same Day Claim of Mayor & City Council of Baltimore (218) fd.
Same Day Petition of Clarence M. Plitt for leave to foreclose mortgage re property in Queen Anne's County (219) fd. (Copy mailed) Eugene Kettman
20th November 1963 Claim of Mayor & City Council of Baltimore (Additional) (220) fd.
21st November 1963 Order of Court referring Claim of Edwin Snodin and Answer of Receiver thereto to D. Martin McDonough, Special Master for consideration and recommendation to Court (221) fd.
21st November 1963 Receiver's Report of Sale and Exhibits (222) fd.
Same Day Ratified Nisi Order (223) fd.

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29" November 1963 Additional Claim of Mayor & City Council of Baltimore (224) fd.

6" December 1963 Certificate of Publication (225) fd.

24 December 1963 Certificate of Publication (226) fd.

Same Day Receiver's Report of Sale of November 21, 1963 finally ratified and confirmed Order (227) fd.

31" December 1963 Petition of Receiver for authority to consummate settlement with Walter Hoffman and Charles C. Williams, individually and trading as Hoffman and Williams, Exhibits A and B and Order of Court thereon authorizing same (228) fd.

Same Day Petition of Receiver for authority to sell certain 39 Land Installment Sales Contracts to Crown Building, Inc., Exhibits A and B and Order of Court thereon ratifying and confirming said sale (229) fd.

8" January 1964 Petition of Receiver for authority to pay Burroughs Corporation - Todd Division sum of $150.00 in settlement of their claim and to return to said Burroughs Corporation two electric Checkwriters and Order of Court thereon authorizing same (230) fd.

22" January 1964 Petition of Receiver for authority to release Deed of Trust recorded among Land Records of Baltimore City in Liber J. F. C. No. 1140,

folio 240, upon payment to said Receiver of proceeds of sale of said property, said sum be credited to account of Warren Blaine Corporation on its indebtedness to First Fidelity Savings and Loan Association, Inc. and Order of Court thereon authorizing same (231) fd.

6.00 13" February 1964 Summons Receiver's Witnesses (232) filed (summoned)

Same Day Order of Court referring to Special Master Petition of Conservator and Answer of Francis X. Gallagher, Thomas J. Kenney, Hugo A. Recciuti and Avrum K. Rifman, etc. (233) fd.

14" February 1964 Petition of Receiver for Instructions and Order of Court rendering same re depositors and free share holders further directing said depositors and free share holders show cause on or before March 2/1964 why relief prayed should not be granted, further setting cause for hearing on March 9/1964 (234) fd.

28" February 1964 Claim of Michael Maley (235) fd.

2" March 1964 Answer of Julius Eiserman to show cause Order of February 14/1964 (236) fd.

3" March 1964 Petition of Freda Garelick and Bernard Garelick in re allowance of claim on priority and Order of Court thereon directing First Fidelity show cause on or before March 18/1964 why relief prayed should not be granted (237) fd (Copy mailed)

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5" March 1964 Petition of Carl L. Shenk, Executive Director of Maryland Savings and Loan Depositors Company to be furnished with copy of inventory of assets and liquidated properties and Order of Court directing Receiver show cause within 15 days from this date why relief prayed should not be granted (238) fd. (Copies mailed)

9" March 1964 Order of Court finalizing Order of Court dated February 14/1964 (239) fd.

18" March 1964 Petition of H. Paul Rome and Eugene A. Alexander, III in re allowance of counsel fee. Schedule, and Order of Court thereon allowing same (240) fd.

Same Day Claim of Brownie A. Burka and correspondence (241) fd.

24" March 1964 Order of Court instructing Receiver not to attempt to recapture any improper or illegal dividends paid during years 1960, 1961 and 1962 (242) fd.

28" March 1964 Answer of Harry S. Wolf, Jr. Receiver to the complaint of Brownie A. Burka (243) fd.

30. March 1964 Consent of Receiver to Petition of Carol L. Shenk, etc. filed March 5/1964 (244) fd.
Same Day Answer of Receiver to Petition of Freda Gardick and Bernard Gardick (245) fd.
2.00 7. April 1964 Motion for Hearing (246) fd.
Same Day Notice of Hearing (247) fd. (Served)
22. April 1964 Exceptions of Receiver to Report of Special Master re Petition of Edwin Smolin (248) fd.
24. April 1964 Exceptions of Edwin Smolin to Report of Special Master (249) fd.
29. April 1964 Petition of Receiver for authority to pay 40% to free shareholders whose accounts are $100.00 or less and Order of Court thereon authorizing same (250) fd.
29. April 1964 App. of Nathan Hamburger and Charles Cahn, II as Solds. for Beatrice Crystal (251) fd.
Same Day Memorandum on behalf of Beatrice Crystal (252) fd.
5. May 1964 Order of Court referring papers to an Auditor (253) fd.
6. May 1964 Motion for Hearing (254) fd. (Copies mailed)
Same Day Exceptions of Elsco Industries, Inc. to Order of Court dated April 29/1964 (255) fd.
8. May 1964 Petition of Robert L. Gallagher and Marie T. Gallagher, his wife for Receiver to deliver unto Petitioners confirmatory deed of Lot 4, Block F, of "Cloverfields" Plat 4, in Queen Anne's County, Petitioner's Exhibits 1, 2 and 3, Consent of Receiver and Order of Court thereon directing same (256) fd.
15. May 1964 Opinion of Court (257) fd.

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258 18. May 1964 Report of Special Master on Petition of Edwin M. Smolin (258) fd.

20. May 1964 Order of Court rendering Instructions (259) fd.

21. May 1964 Answers of Receiver to Exceptions of Elsco Industries Inc. (260) fd.

25. May 1964 Motion to withdraw any and all petitions on behalf of Carol L. Shenk and to withdraw-App. of Crawford & McNerney and Victor L. Crawford as Attorney of record (261) fd.

3. June 1964 Order of Court granting Exceptions of Receiver to Report of Special Master, re Petition of Edwin Smolin, to that part of Special Master's Report wherein it was stated "(e) The Deposit of the benefit payments, made Edwin Smolin a Creditor of First Fidelity", that portion of Report be deleted, further overruling Exceptions of Edwin Smolin, in all other respects said Report is affirmed (262) fd.

Same Day Claim of Joe L. Brent (263) fd.

4. June 1964 Petition of Receiver in re allowance of interim fee in lieu of commissions and Order of Court thereon allowing same (264) fd.

5. June 1964 Petition of Receiver for authority to enter an Appeal from Decree of Court dated May 20/1964 and Order of Court thereon authorizing same (265) fd.

Same Day Receiver's Order for Appeal (266) fd.

10. June 1964 Petition of Receiver for authority to make payment to those creditors whose claims

have been filed and allowed. to distribute 40% to free shareholders whose claims are $100.00 or less; to distribute 13% to remaining free shareholders; to retain sum of $217,000.00 for future distribution; and to refer proceedings to an Auditor and Order of Court thereon directing same, nunc pro tunc as of April 29/1964 (267) fd. 16" June 1964 Claims of Wm. H. Whiting Co. (268); Charles B. La Vilbiss Co. (269); Gross & Umlauf (270); Leonard Paper Co. (271); Baltimore Bookkeeping & Adding Machine Co. (272); Derr & Uphoff (273); The Jewish Times (274); Rich-Lee Advertising Inc. (275); Burdum & Jeschke (276); Commercial Envelope Co. (277); American Office Equipment Co. Inc. (278); Thermo-Fax Sales Inc. (279); Service Bureau Co. (280); Frey & Son, Inc. (281) And Caplan Brothers, Inc. (282) fd. Same Day Petition of Receiver for authority to institute receivership proceedings against Manor Harford, Inc. in Circuit Court for Baltimore County and Order of Court thereon authorizing same (283) fd.

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17. June 1964 Auditor's Report and Account (284) and Appendix A (285) B (286) C (287) D (288) E (289) F (290) G (291) and H (292) I (293) J (294) and K (295) fd.

Same Day Ratified Nisi Order, fd.

19. June 1964 Order for Appeal of Edwin Smolin (296) fd.

23. June 1964 Claim of H. E. Cook Co., Inc. (297) fd.

25. June 1964 Claim of American Distinct Telegraph Co. (Amended) (298) fd.

29. June 1964 Petition of Receiver to transmit record to Court on or before August 20/1964 and Order of Court thereon directing same (299) fd.

1. July 1964 Claim of Lillian Louise Nuslund (300) fd.

3. July 1964 Auditor's Report and Account finally ratified and confirmed Order, fd.

6. July 1964 Claims of Gordon J. Koepenich (301) and Margaret Hochert (302) fd.

8. July 1964 Claim of Sue Russell (303) fd.

10 July 1964 Report of Special Master re Matter of Francis X. Gallagher, Thomas J. Kenney and Hugo A. Riccuiti and Avrum K. Rifman (304) fd.

Same Day Agreed Exhibit No. 1 (305) fd.

Same Day Plaintiff's Exhibits No. 1 (306) 2 (307) 3 (308) 4 (309) 5 (310) and 6 (311) fd.

Same Day Defendant's Exhibits No. 1 (312) 2 (313) 3 (314) 4 (315) 5 (316) 6 (317) 7 (318) 8 (319) 9 (320) 10 (321) and 11 (322) fd.

Same Day Report of Special Master re claim of Beatrice Crystal (323) fd.

Same Day Plaintiff's Exhibits No. 1 (324) 2 (325) 3 (326) and 4 (327) fd.

Same Day Receiver's Exhibits No. 1 (328) 2 (329) and 3 (330) fd.

14 July 1964 Final Report of Conservator (331) fd.

16 July 1964 Motion of Edwin J. Smolin for extension of time to transmit record to Court of Appeals and Order of Court thereon extending said time to July 30, 1964 (332) fd.

20 July 1964 Exception of Beatrice Crystal to proposed Order of Special Master (333) fd.

Same Day Order of Court appointing J. Martin McDonough Special Master re Petition of Frieda Sarelick and Bernard Sarelick and Answer thereto (334) fd.

21 July 1964 Exceptions of Receiver to Report of Special Master re Petition of Beatrice Crystal (335) fd.

23 July 1964 Supplemental Report of Special Master in the Matter of Francis X. Gallagher et al. (336) fd.

Same Day Order of Court adopting, ratifying, confirming and approving Report of Special Master in the Matter of Francis X. Gallagher et al. (337) fd.

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338 24 July 1964 Petition of Receiver for authority to accept deed from Americus Corporation for certain properties and to accept and agree to cancellation of certain Standard Land Installment Contracts of Sale for certain properties, Exhibits No. 1 and 2 and Order of Court thereon authorizing same (338) fd.

30 July 1964 Petition of Receiver for authority to withdraw Exhibits No. 1, 2, 3, 4, 5 and 6, designated as papers No. 306, 307, 308, 309, 310 and 311, and substitute copies of same and Order of Court thereon authorizing same (339) fd. (Same Day Exhibits withdrawn and receipt re) (Same Day Copies substituted)

30th July 1964 Motion of Edwin J. Smolin for extension of time to transmit record to Court of Appeals and Order of Court thereon extending said time to August 7/1964 (340) fd.

31 July 1964 Order of Court ratifying, confirming and approving Report of Special Master re Claim of Beatrice Crystal (341) fd.

Same Day Report of Special Master re claim of Julius Eierman and Mary Eierman and Exhibits No. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 (342) fd.

Same Day Exceptions of Julius Eierman and Mary Eierman to Report of Special Master (343) fd.

Same Day Petition of Receiver for authority to enter an Appeal from Order of Court dated this date relative to claim of Beatrice Crystal (344) fd.
Same Day Order of Court ratifying, confirming and approving Report of Special Master re Claim of Julius Eierman and Mary Eierman (345) fd.
SEE NEXT PAGE for Paper Nos. 345 1/2 + 345 3/4
8 August 1964 Stipulation by and between Edwin J. Molin, Appellant and Receiver, Appellee, limiting record on Appeal (346) fd.
Same Day Receiver's Order for Appeal re Order of Court dated July 31/1964 relative to claim of Beatrice Crystal (347) fd.
Same Day Petition of Special Master in re allowance of fee re Beatrice Crystal claim and Order of Court thereon allowing same (348) fd.
Same Day Petition of Special Master in re allowance of fee re claim of Julius Eierman and Mary Eierman and Order of Court thereon allowing same (349) fd.
Same Day Petition of Special Master in re allowance of fee re Petition of Receiver against Francis X. Gallagher, et al. and Order of Court thereon allowing same (350) fd.
Same Day Petition of Special Master in re allowance of fee re claim of Edwin M. Molin and Order of Court thereon allowing same (351) fd.
Same Day Petition of Receiver to release mortgage re property (3601 Edgewood Road) and Order of Court thereon authorizing same (352) fd.

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A. 42857

* 31st July 1964 Petition of Receiver in re purchase of ground rent issuing out of property 2207 N. Calvert Street and Order of Court thereon authorizing same (345½) fd.

Same Day Petition of Receiver for authority to pay Receiver of First Union Savings and Loan Inc. sum of $25,000.00 for conveyance of two mortgages on 123.8 tract of land in Baltimore County and Order of Court thereon authorizing same (345¾) fd.

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(352) 4" August 1964 Order of Court granting leave unto Clarence M. Pitt to institute foreclosure proceedings on mortgage from David M. Nichols and Olive J. Nichols, his wife to Edwin K. Foottrum and Thomas M. Foottrum, dated December 9/1957 and recorded among Land Records of Queen Anne's County, Liber TSP 38, folio 316, and Assent thereto (353) fd.

20" August 1964 Petition of Receiver and order of Court thereon extending time to transmit record to Court of Appeals until Sept. 1/64 (354) fd.

21 August 1964 Petition of Receiver and Order of Court thereon directing Clerk not to transmit the record in this cause to the Court of Appeals until on or before the 21st day of September 1964 (355) fd

25" August 1964 Testimony re claim of Beatrice Crystal (356) fd.

26" August 1964 Stipulation re limiting record to Court of Appeals (357) fd.

Same Day Order for Appeal on behalf of Julius Eerman and Mary Eerman (358) fd.

31" August 1964 Stipulation limiting record to Court of Appeals re Beatrice Crystal (359) fd.

2" September 1964 Petition of Receiver in re

allowance of fee unto Leonard B. Rowles and Company, Accountants, Exhibit and Order of Court Thereon authorizing same (360) fd.
3" September 1964 Oral Opinion of Court (361) fd.
Same Day Answer of Receiver to Letters of Gordon J. Koepenick (362) fd.
Same Day Letters of Doris O. Strong and Answer of Receiver thereto (363) fd.
Same Day Letters of Marie Verde and Answer of Receiver thereto (364) fd.
Same Day Letters of Verona Zimmerer and Answer of Receiver thereto (365) fd.
Same Day Letters of Margaret Hockert and Answer of Receiver thereto (366) fd.
Same Day Letters of M. G. Alexander and Answer of Receiver thereto (367) fd.
4" September 1964 Petition of Old Colony Trust Company of Boston Massachusetts, for Receiver to indicate on its Records that savings book #59627 be titled in name of Sister Marie Carmel, SND (368) and Memorandum of Law thereto (369) fd.
Same Day Answer of Receiver to Petition of Old Colony Trust Company (370) fd.

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4" September 1964 Petition of Receiver for leave to sell certain leasehold and fee simple properties, Exhibit and Order of Court thereon authorizing same (371) fd.
Same Day Receiver's Report of Total Private Sale and Petitioner's Exhibits No. 1 and 2 (372) fd.
Same Day Ratified Nisi Order (373) fd.
14" September 1964 Affidavit of Purchasers (374) fd.
Same Day Letter from Miss Doris Olivia Strong (375) fd.
24" September 1964 Petition of Julius Eierman and Mary Eierman, Claimants Appellants for extension of time to transmit record to Court of Appeals and Order of Court thereon extending said time until October 26, 1964 (376) fd.
25" September 1964 Petition of Receiver [illegible] allowance of counsel [illegible] Clifford Hane, Petitioner's Exhibit No. 1 and Order of Court thereon allowing same (377) fd.
29" September 1964 Petition of Michael Mongelli and Annette J. Mongelli for Receiver to pay unto Petitioners the sum of $2,249.84 and Order of Court thereon directing Receiver show cause on or before October 14, 1964 why relief prayed should not be granted (378) fd. (Copy mailed)

Harry S. Swartzwelder J.

6: October 1964 Certificate of Publication (379) fd.
Same Day Receiver's Report of Total Private Sale of September 4, 1964 finally ratified and confirmed Order, (380) fd.
14: October 1964 Answer of Receiver to Petition of Michael Mongelli and Anna Mongelli (381) fd.
20: October 1964 Postcard from Doris O. Strong (382) fd.
22: October 1964 Petition of Julius Eerman and Mary Eerman, Claimants Appellants for extension of time to transmit record to Court of Appeals and Order of Court thereon extending time until November 25/1964 (383) fd.
29: October 1964 Petition of Special Master to correct Order of Court dated August 3/1964, being paper No. 349, to extent that debtor be referred to as Trust Fidelity Savings and Loan Association, Inc. instead of Phoenix Savings and Loan Association Inc. and Order of Court thereon directing same (384) fd.
30: October 1964 Petition of Receiver for authority to sell real estate (3216 St. Paul Street) and Order of Court thereon authorizing same (385) fd.
Same Day Petition of Receiver for authority to sell real estate (123.8 acres of land on west side of Rolling Road in Baltimore County, Md.) further to dismiss foreclosure proceedings instituted against Manor Hadford, Inc. in Circuit Court for Baltimore County, Md. and Order of Court thereon (386) fd.

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From Page 594 (30. October 1964 Receiver's Report of Sale (3216 St. Paul Street) and Exhibit thereto (387) fd.
Same Day Ratified Nisi Order (388) fd.
Same Day Receiver's Report of Sale and Exhibits No. 1, 2 and 3 (389) fd. (123.8 acres on Rolling Rd., Balto Co.)
Same Day Ratified Nisi Order (390) fd.
4. November 1964 Exceptions of Receiver to Claim of Gross and Mendelsohn (391) fd.
5. November 1964 Affidavit of Caroline F. Marden and Anne Marden Freeman, Purchasers of property (3216 St. Paul Street) (392) fd.
6. November 1964 App. of Nelson B. Seidman as Solr. for Gross and Mendelsohn (393) fd.
9. November 1964 Affidavits of Forum Realty Co., Inc. Purchaser of property (123.8 Acres on Rolling Rd., Balto. Co.) (394) fd.
12. November 1964 Testimony - Julius Eiernian (395) fd.
Same Day Testimony - Mary Eiernian (396) fd.
13. November 1964 Petition of Chester Beach Club, Inc. for leave to file suit nunc pro tunc to April 30/1963 against Harry B. Wolf Jr., Conservator, et al. in Superior Court of Baltimore City (Docket 1963 folio 733, File No. 80425) Petitioner's Exhibits No. 1 and 2 and Order of Court authorizing same (397) fd.

18" November 1964 Petition, filed in Court of Appeals of Maryland, of Julius Eierman, et al. for extension of time to transmit record to Court of Appeals, Consent and Order of Court extending said time until December 24/1964 (398) fd.
20" November 1964 Claim of Clarence M. Plitt (399) fd.
1" December 1964 Certificate of Publication (400) fd.
Same Day Receiver's Report of Sale (3216 St. Paul Street) finally ratified and confirmed, Order (401) fd.
Same Day Certificate of Publication (402) fd.
Same Day Receiver's Report of Sale (123.8 acres on Rolling Rd. Balto. Co.) finally ratified and confirmed, Order (403) fd.
9" December 1964 Petition of Receiver in re allowance of fee unto Leonard B. Rowles and Company, Exhibit and Order of Court thereon allowing same (404) fd.
19" December 1964 Petition, filed in Court of Appeals of Maryland, of Julius Eierman, et al. for extension of time to transmit record to Court of Appeals and Order of Court extending said time until January 23/1965 (405) fd.
22" December 1964 Report of Special Master re Claim of Joseph A. Schmarl and Ethel J. Schmarl and Exhibits thereto (406) fd.
Same Day Report of Special Master re Claim of Freda [illegible] and Bernard [illegible] and Exhibits thereto (407) fd.
29" December 1964 Claim of Brinks Incorporated (408) fd.

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From Page 596 30" December 1964 Petition of Receiver and Order of Court thereon extending time to January 25, 1965 for filing exceptions to Special Master's Report re Claim of Joseph A. and Ethel J. Schmarl (409) fd.
Same Day Petition of Receiver and Order of Court thereon extending time to January 25, 1964 for filing exceptions to Special Master's Report re Claim of Freda and Bernard Garelick (419) fd.
7" January 1965 Petition of Receiver for authority to sell certain chattels, exhibits and Order of Court thereon authorizing same (411) fd.
11" January 1965 Receiver's Report of Sale of Deeds of Trust (9009 Ewing Drive, Bethesda, Md.; and 13301, 13423 and 13511 Parkland Drive, Rockville, Md.; and 111 New Street, Rockville, Md.) and Order of Court thereon ratifying and confirming same (412) fd.
25" January 1965 Petition of Receiver in re referral of proceedings to Special Master relative to Joseph A. Schmarl and Ethel J. Schmarl for purpose of taking additional testimony or offering additional evidence and Order of Court thereon directing same (413) fd.
Same Day Petition of Receiver in re referral of proceedings to Special Master relative to Freda Garelick and Bernard Garelick for purpose of taking additional testimony or offering additional evidence and Order of Court thereon directing same (414) fd.

26. January 1965 Petition, filed in Court of Appeals on January 22/1965, of Julius Eierman, et al. for extension of time to transmit record to Court of Appeals and Order of Court thereon extending said time until February 23/1965 (415) fd.
Same Day Order of Court directing Petition of Old Colony Trust Company and Answer thereto be referred to J. Martin McDonough, Special Master, designating Old Colony Trust Company as Plaintiff and Harry B. Wolf Jr. Receiver, as Defendant, &c. (416) fd.
6. February 1965 Petition of Receiver for authority to compromise and settle claim of Julius Eierman and Mary Eierman and Order of Court thereon authorizing same (417) fd.
19. February 1965 Petition of Receiver for authority to sell property (on North side of Route 40, West of Rolling Road, Baltimore County, Md.) and Order of Court thereon authorizing same (418) fd.
Same Day Receiver's Report of sale of mortgage of two parcels of land in Harford County Maryland, recorded in Liber W.H.H. No. 369, folio 408 (419), Exhibits A (420) B (421) and C (422) and Order of Court thereon ratifying and confirming same, &c. (423) fd.

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19. February 1965 Receiver's Report of Sale (North side of Route 40, West of Rolling Road, Baltimore County, Maryland) (424) fd.
Same Day Ratified Nisi Order (425) fd.
23. February 1965 Petition of Receiver for authority to execute unto First Union Savings and Loan Inc. a confirmatory Assignment, of Deed of Trust Note, re indebtedness of $165,000.00 of Freedom Lane, Inc. to First Fidelity on property 4536 Harford Road, etc. and Order of Court thereon authorizing same (426) fd.
26. February 1965 Appeal of Julius Eierman and Mary Eierman entered as dismissed (427) fd.
4. March 1965 Petition of Receiver for authority to sell mortgage dated June 6, 1961 from St. John's Management Corporation to "First Fidelity" on two parcels of land in Howard County at risk of Alva J. Ramsburg, Jr. and H. Lee Ramsburg, Purchasers, Petitioner's Exhibit A and Order of Court thereon authorizing same unless cause to the contrary be shown on or before March 19, 1965 (428) fd. (Copy mailed)
9. March 1965 Petition of Receiver for authority to accept sum of $109,893.50 and interest, for interest of First Fidelity Savings and Loan Company in proceeds from sale of development known as "Cherry Valley"

Exhibit and Order of Court thereon authorizing same (429) fd.
Same Day Petition of H. Paul Rome and Eugene A. Alexander, III - in re allowance of interim fee, Assent of Receiver and Order of Court thereon allowing same (430) fd.
11 March 1965 Receiver's Report of Sale of Chattels, Exhibits and Order of Court thereon ratifying and confirming same (431) fd.
16 March 1965 Petition of Receiver for authority to file Bill for appointment of Receiver of Oak Hill Farms, Incorporated in Circuit Court for Carroll County, Md. and Order of Court thereon authorizing same (432) fd.
18 March 1965 Report of Special Master re Claim of Old Colony Trust Company, Exhibits 2(a), (b), (c), (d), (e), (f) and (g) (433) fd.
22 March 1965 Motion of Regal Construction Company, Inc. to intervene as a party defendant and Order of Court thereon authorizing same and authorizing the filing of exceptions to sale ratified on February 19/1965 &c. (434) fd.
Same Day Exceptions of Regal Construction Company, Inc. to Receiver's Report of Sale filed February 19/1965 (435) fd.
23 March 1965 Certificate of Publication (436) fd.
Same Day Report of Receiver declaring Petition of March 4/1965 as moot (437) fd.

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24th March 1965 Petition of Receiver in re allowance of interim fee in lieu of commissions and Order of Court thereon allowing same (438) fd.
Same Day Answer of Receiver to Exceptions of Regal Construction Company, Inc. (439) fd.
Same Day Motion for Hearing (440) fd.
Same Day Notice of Hearing (441) issd. (Served)
Same Day Notice of Hearing (442) issd. (Served)
26th March 1965 Purchaser's Affidavit re Receiver's Report of Sale dated February 19, 1965 of property (North Side of Route 40, West of Rolling Road Baltimore County, Md.) (443) fd.
Same Day Receiver's Report of Sale of February 19, 1965 finally ratified and confirmed Order (444) fd.
Same Day Claim of Rich Lee Advertising, Inc. (445) fd.
30th March 1965 Order of Court adopting, ratifying, confirming and approving Report of Special Master re claim of Old Colony Trust Company &c. (446) fd.
31st March 1965 Claims of Queen Anne Holding Co. (447) and Romancoke Holding Co. (448) fd.
7th April 1965 Exceptions of Receiver to Claim of Charles W. Doller, Trustee in Bankruptcy of Mutual Securities Savings and Loan Association Inc. (449) fd.
Same Day Exceptions of Receiver to Claims of Queen Anne Holding Company (450) fd.
Same Day Exceptions of Receiver to Claims of

Romancoke Holding Company (451) fd.
Same Day Exceptions of Receiver to Claim of Rich-Lee Advertising, Inc. (452) fd.
Same Day Exceptions of Receiver to Claim of Modern Hand Craft, Inc. (453) fd.
8" April 1965 Petition of Receiver for authority to file purchasers' affidavits re sale of [illegible] [illegible] 19/1965, Petitioner's [illegible] [illegible] [illegible] [illegible] February 19/1965 (454) fd.
9" April 1965 Petition of Alva S. Ramsburg and H. Lee Ramsburg Jr. for leave to Intervene as parties plaintiff and Order of Court thereon granting said leave (455) fd.
12" April 1965 Decree of Court dismissing Exceptions of Regal Construction Co. Inc. to Receiver's Report of Sale re mortgage, filed February 19/1965, further directing Exceptant to pay costs (456) fd.
12" April 1965 Claim of Colbert Associates, Inc. (457) fd.
14" April 1965 Supplemental Claim of Rich-Lee Advertising Inc. (458) fd.
22" April 1965 Petition of Receiver for authority to pay real estate commissions to B. Howard Richards, Inc., Exhibit and Order of Court thereon authorizing same (459) fd.

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28. April 1965 Regal Construction Company, Inc., Order for Appeal, re Decree of Court dated April 12/1965 (460) fd.

Same Day Petition of Regal Construction Company, Inc. for leave to substitute a copy of certified check in lieu of original check known as Plaintiff's Exhibit #3, Exhibits and Order of Court thereon authorizing same (461) fd.

20. May 1965 Petition of Receiver and Order of Court thereon authorizing a second distribution of 12% to five shareholders, further allowing payment to those creditors whose claims have been filed and allowed; further directing sum of $211,627.90 be retained for costs of administration and for future distribution to shareholders; further referring papers to an Auditor (462) fd.

20. May 1965 Petition of Receiver for permission to inspect books and records pertaining to First Fidelity and Order of Court thereon directing Thomas P. Raimondi show cause on or before May 24/1965 why relief prayed should not be granted (463) fd. Copy Issd. (Served)

24. May 1965 Answer of Thomas P. Raimondi to Petition of Receiver (464) fd.

Same Day Motion for Hearing (465) fd. (Copies mailed)

25. May 1965 Receiver's Report of Sale of Bookkeeping Machine. Exhibits and Order of Court thereon

ratifying and confirming same (466) fd.
26. May 1965 Petition of J. Martin McDonough Special Master in re allowance of fee and Order of Court thereon allowing same (467) fd.
Same Day Petition of Receiver for authority to file Notice to take Deposition and Order of Court thereon authorizing same (468) fd.
Same Day Notice to take Deposition (469) fd.
Same Day Summons Receivers Witness (470) issd (Summons)
Same Day Affidavit of Receiver to support show cause Order of May 20/1965 re inspection of books and records (471) fd.
27. May 1965 Petition of Receiver for authority to accept a Purchase Money Mortgage from John J. Moosberger in amount of $164,500.00, representing 70% of purchase price for Approximately 160 acres of land on Columbia Pike U.S. Route 29 Howard County Maryland and Order of Court thereon authorizing same (472) fd.
27. May 1965 Mandate - Court of Appeals of Maryland affirming Order of Lower Court re appeal of Edwin M. Molin (473) fd.
Same Day Order of Court directing Thomas T. Raimondi to produce for inspection by Receiver or his representative documents and records unless cause to the contrary be shown on or before June 1/1965 at 10 A.M. (474) fd. (Copy delivered)

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47. 27. May 1965 Order of Court extending time to transmit record to Court of Appeals until July 27/1965 re Appeal of Regal Construction Co., Inc. (475) fd.

1. June 1965 Answer of Thomas P. Raimondi to show cause Order of May 27/1965 (476) fd. 1 Copy + 1 Copy

2. June 1965 Auditor's Report and Account (477) and Appendix A (478) B (479) C (480) D (481) E (482) F (483) G (484) H (485) I (486) and testimony re Gross + Mendelsohn (487) and Gross + Mendelsohn Exhibit No. 1 (488) Rich-Lee Advertising Exhibit No. 1 (489) Charles A. Doctor Exhibits No. 1 (490) and 2 (491) fd.

Same Day Ratified Resi Order, fd.

Same Day Petition of Receiver to impose a lien against assets of Edwin M. Smolin and Order of Court thereon directing Edwin M. Smolin show cause on or before June 17/1965 why relief prayed should not be granted (492) fd. (Copy mailed)

Same Day Petition of Receiver for authority to institute suit against certain Directors of "First Fidelity" and Order of Court thereon authorizing same (493) fd.

8. June 1965 Petition of Receiver for authority to institute a Complaint and Confession of Judgment against Utah Savings and Loan Association

and First Fidelity Thrift Savings and Loan Association in the United States District Court and Order of Court thereon authorizing same (494) fd.
10 June 1965 Petition of Receiver for authority to enter into Agreement with Joseph P. Zinser, a former Director of "First Fidelity" wherby the said Joseph P Zinser will forfeit any interest in Account No. 64075 and will pay to Petitioner sum of $400.00 in consideration of which Petitioner will release him from any claims arising out of his services as a Director, Exhibit and Order of Court thereon authorizing same (495) fd.
11 June 1965 Petition of Receiver to decrease time for transmitting records to Court of Appeals and Order of Court thereon directing Regal Construction Co. to show cause on or before 21st of June, 1965 why the relief prayed should not be granted (496) fd. (copy mailed)
12 June 1965 Mandate and Opinion Court of Appeals (Eiman et al. claim) affirming order of lower court (497) fd. Appellant to pay costs, fd.
12 June 1965 Mandate and Opinion Court of Appeals (Crystal claim) affirming Orders of lower court (498) fd. Appellant to pay costs.

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18. June 1965 Auditor's Report and Account of June 2/1965 finally ratified and confirmed, Order, fd.

21. June 1965 Answer of Regal Construction Company Inc. to Petition of Receiver, filed June 11/1965 (499) fd.

24. June 1965 Report of Receiver re acceptance of Report of Auditor filed on June 2/1965 in lieu of Annual Report of Receiver and Order of Court thereon authorizing same (500) fd.

29. June 1965 Petition of James R. Tracy and Cathryn F. Tracy his wife for Receiver to execute deed conveying title to property (Lots No. 13 and 14 Block B Romancoke On The Bay Queen Anne's County, Maryland) upon payment of purchase price and any and all costs and Leave to Assent and Order of Court thereon directing same (501) fd.

2. July 1965 Petition of Receiver for authority to sell two acres of land, more or less in "Happy Hills", Howard County, Maryland and Order of Court thereon authorizing same (502) fd.

Same Day Receiver's Report of Sale and Exhibits (503) fd.

Same Day Ratifica Nisi Order (504) fd.

6. July 1965 Order of Court dismissing objection of Gordon J. Koepenick to first distribution account (505) fd.
Same Day Order of Court dismissing objection of Margaret Hockert to first distribution account (506) fd.
Same Day Order of Court dismissing objection of Sue Russell to first distribution account (507) fd.
Same Day Order of Court dismissing objection of Doris O. Strong to first distribution account (508) fd.
Same Day Order of Court dismissing objection of Marie Verde to first distribution account (509) fd.
Same Day Order of Court dismissing objection of Verona Zimmerer to first distribution account (510) fd.
Same Day Order of Court dismissing objection of Mabel F. Alexander to first distribution account (511) fd.
8. July 1965 Testimony re Regal Construction Company, Inc. (512) fd.
19. July 1965 Petition of Receiver to be excused from filing suit against Fidelity Building Corp. re property 1425 Union Ave. and Order of Court thereon
965 Approving same (513) fd.
Same Day Petition of Receiver for authority to file suit against Overbrook Realty Loan & Holding Co., Inc. and Order of Court thereon authorizing same (514) fd.
26. July 1965 Stipulation re Regal Construction Co., Inc. (515) fd.
27. July 1965 Stipulation re Regal Construction Co. Inc. acknowledging authority of F. Neal Rome to act for Receiver re (516) fd.
Same Day Petition of Receiver for authority to release mortgage on property 1400 McHenry St. and Order of Court thereon authorizing same (517) fd.

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From Page 606 { 3" August 1965 Certificate of Publication (518) fd.
Same Day Trustee's Report of Sale of July 2/1965 finally ratified and confirmed, Order (519) fd.
16" August 1965 Petition of Receiver for authority to sell real estate (3214 St. Paul Street) and Order of Court thereon authorizing same (520) fd.
Same Day Receiver's Report of Sale and Exhibit A (521) fd.
Same Day Ratified Nisi Order (522) fd.
17" August 1965 Purchasers' Affidavit re sale of 3214 St. Paul St. (523) fd.
8" September 1965 Order of Court authorizing Receiver to deduct from any sum due Edwin M. Smolin to extent of $721.00, further declaring Receiver has a lien in amount of $721.00 against Account No. 60483 (524) fd.
17" September 1965 Certificate of Publication (525) fd.
Same Day Receiver's Report of Sale of August 16/1965 finally ratified and confirmed, Order (526) fd.
13" October 1965 Petition of Receiver in re allowance of fee, expenses and costs advanced unto L. Clifford Hane of Queenstown, Md. in connection with lots owned by Estate in Kent Island, Petitioner's Exhibit A and Order of Court thereon allowing same (527) fd.
Same Day Petition of Receiver for authority to file in Circuit Court for Montgomery County a Bill for

appointment of Receiver for Oak Hill Farms Incorporated and Order of Court thereon authorizing same (528) fd.
18. October 1965 Petition of Receiver requesting instructions not to obtain Decree in Personam against Worth, Inc.; Exhibit and Order of Court thereon directing Receiver not to proceed with obtaining a Decree in Personam against Worth, Inc. (529) fd
20 October 1965 Petition of Receiver for authority to enter into contract with Weaver Bros. Inc. for sale of 786 lots on Kent Island, Maryland at certain stipulated commission and Order of Court thereon authorizing same (530) fd.
23. October 1965 Maryland Court of Appeals granting Motions to dismiss appeal and dismissing appeal (Legal Construction Co. Inc.) (531) fd.
4. November 1965 Supplemental Report of Special Master on Claim of Beatrice Crystal (532) fd.
13. November 1965 Exceptions of Receiver to Supplemental Report of Special Master (533) fd
Same Day Motion for Hearing (534) fd. (Copies mailed)
6. January 1966 Petition of Michael Mongello, et al for leave to take Testimony in Open Court and Order of Court thereon authorizing same (535) fd.
4.00 Copy issd. (Served)

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11" February 1966 Petition of Receiver for authority to purchase certain notes, checks and accounts receivable from the Receiver of MacLee Mining Company, Inc., Petitioner's Exhibit A and Order of Court thereon authorizing same (531) fd.

and

21" February 1966 Petition of Receiver to reclaim certain chattels, Exhibit and Order of Court directing Receiver show cause within 15 days from this date why the relief prayed should not be granted (531) fd. copy ind. (Served)

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28" February 1966 Petition of Receiver in re ratification of agreement with Richard A. Sevinow, et al, and Exhibit and Order of Court thereon ratifying and confirming said agreement (538) fd.

10" March 1966 Petition of Receiver in re authority to make third distribution of 7% to free shareholders whose accounts were in excess of $1000.00, retain sum of $210,000.00 for costs and future distribution and refer papers to an Auditor and Order of Court thereon authorizing same (539) fd.

11" March 1966 Report of Receiver as of December 31/1965 (540) fd.

Same Day Answer of Receiver to Petition of Will Scientific, Inc. to reclaim Chattels (541) fd. OF.

24" March 1966 Memorandum Opinion of Court (542) fd.

31st March 1966 Petition of Receiver in re payment of Special Master's fee out of estate of Maurice E. White and Order of Court thereon directing Old Colony Trust Company, Executor &c., to show cause on or before April 15/1966 why the relief prayed should not be granted (543) fd. (Copy in file)

Same Day Auditor's Report and Account (544) and Appendix A (545); B (546); C (547); D (548); E (549); F. (550); G (551); H. (552) and I (553) fd.

Same Day Ratified Nisi Order fd.

7th April 1966 Petition of Receiver in re allowance of fee in lieu of commissions and Order of Court thereon allowing same (554) fd.

Same Day Petition of Jackson G. Beatty in re appointment of successor Trustee in place and stead of Joseph P. Dezelle, deceased (Account #63007) Exhibits and Order of Court thereon appointing Petitioner as substitute Trustee (555) fd.

11th April 1966 Petition of Receiver in re appointment of Substitute Receiver and Order of Court thereon accepting resignation of Petitioner as Receiver and further appointing Casimir M. Zacharski, Jr. Substitute Receiver upon the filing of a bond in the penalty of $50,000. Effective immediately upon final ratification of Auditor's Report and Account (556) fd.

15 April 1966 Petition of Receiver in re authority to pay Accountant, Exhibit and Order of Court thereon authorizing same (557) fd.

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From Page 615 / 16th April 1966 Auditor's Report and Account, 3rd Acct., finally ratified and confirmed, order fd. Same day substituted Receiver's Approved Bond (558) fd.

22nd April 1966 Answer of Receiver to Petition of Adline Peters (559) fd.

18th May 1966 Petition of Receiver in re authority to file Appeal from Orders of Court dated April 19/1966 and April 29/1966 in the Cases of Earl A. Nash, Receiver of Military Service Savings and Loan Association Inc. vs. Security Financial Insurance Corporation and State of Maryland by F. Douglas Sears, Insurance Commissioner vs. Security Financial Insurance Corporation and Order of Court thereon authorizing same (560) fd.

27th May 1966 Petition of Receiver in re authority to file Suit against Richard Swernow in People's Court of Baltimore City and Order of Court thereon authorizing same (561) fd.

3rd June 1966 Petition of Eugene A. Alexander, III in re allowance of interim Counsel fee and Order of Court thereon allowing same (562) fd.

Same Day Petition of Receiver in re instructions as to "Set-Offs" and Order of Court thereon directing Receiver return all sums paid on hypothecated loans after June 2/1966 to Pledge Share Holders (563) fd.

8" July 1966 Order of Court Extending time for entering contract as per Order of Court dated October 20/1966 to and including November 1/1966 (564) fd.
25" July 1966 Notice of Depositions by Clarence M. Platt (565) fd.
.00 Same Day Summons for Witness (566) fd. issd. (Served)
Same Day Request of Clarence M. Platt for Admission of Facts and Exhibit (567) fd.
15" August 1966 Order of Court designating authority to Receiver, etc. (568) fd.
17" August 1966 Letter from Ethel M. Dulin (569) fd.
Same Day Answer to Letter and Order of Court appointing Ethel M. Dulin Successor Trustee of Trust Created by account #10601, in place and stead of Blanche M. Balk (570) fd.
30" August 1966 Second Report of Special Master re Claim of Joseph A. Schmarl and Ethel J. Schmarl. Exhibit and Order of Court thereon ratifying and confirming said Report, further denying Petition of Schmarls' re payment of sum of $5,843.86 (571) fd.
Same Day Second Report of Special Master re Claim of Freda Garelick and Bernard Garelick Exhibit and and Order of Court thereon ratifying and confirming said Report, further denying Petition for Preference or Priority of the Garlicks' (572) fd.

* SEE NEXT PAGE FOR PAPER No. 572½ + 572¾

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PY2857

2.00

* 14th September 1966 Petition of J. Martin McDonough in re Allowance of fee for Schmarl hearing and report (5722) Same Day Petition of J. Martin McDonough in re Allowance of fee for Garelick hearing and report (5723/4) filed.

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9" September 1966 Petition of Louis F. Dranbauer and Mildred A. Dranbauer and Order of Court thereon appointing Petitioners, successor Trustees of Trust created by Sophia Kolb for Jack Dranbauer, Keith Dranbauer and Craig Dranbauer, Account No. 61557 (573) fd.

19" September 1966 Petition of Receiver in re authority to sell certain chattels consisting of furniture, fixtures and equipment as may not be necessary for completion of Receivership, Exhibits and Order of Court thereon authorizing same (574) fd.

Same Day Receiver's Report of Private Sale of Chattels, Exhibits and Order of Court thereon ratifying and confirming same (575) fd.

SEE NEXT PAGE FOR PAPER No. 575 1/2 + 575 3/4

30" September 1966 Petition of Receiver in re authority to sell leasehold properties 2616 and 2616 1/2 Maryland Avenue, Exhibit and Order of Court thereon authorizing same (576) fd.

1" November 1966 Petition of Eugene A. Alexander, III in re allowance of Counsel fee (577) fd.

Same Day Report of Master (578) fd.

Same Day Order of Court allowing Petitioner a Counsel fee (579) fd.

15" November 1966 Report of Master in re Sale of Special Master (Schmarl matter) (580) fd.

SEE NEXT PAGE FOR PAPER No. 580 1/2

17" November 1966 Exceptions of Joseph A. Schmarl and Ethel J. Schmarl to Report of Master dated November 15/1966 (581) fd.

5. December 1966 Receiver's Report of Sale of one 4-drawer Shaw-Walker Lock file, Exhibits and Order of Court thereon ratifying and confirming same (582) fd.

20. December 1966 Order of Court allowing J. Martin McDonough, Master's fee of $300.00 plus $16.05 for expenses and further entering monetary decree to use of said Master against Freda, Garelick and Bernard Garelick and further subrogating said Master to the rights of said parties in any future distribution (583) fd.

21. December 1966 Order of Court allowing J. Martin McDonough, Master's fee in amount of $600.00 plus $1.47 for expenses and further entering monetary decree to use of said Master against Joseph A. Schmarl and Ethel J. Schmarl in above amount and further subrogating said Master to the rights of said parties in any future distribution (584) fd.

27. December 1966 Petition of Receiver for authority to execute release of mortgage on property (2616 and 2616 1/2 Maryland Avenue) Exhibit and Order of Court thereon authorizing same (585) fd.

12. January 1967 Petition of H. Paul Rome for allowance of counsel fee, Exhibits and Order of Court thereon allowing same (586) fd.

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LIBER 7 742

Ex Parte
First Fidelity Savings & Loan Ass'n.

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* 26" September 1966 Order of Court referring Petition for Master's fee to Harry M. Sachs, Jr., Master, General Equity Court, for hearing, report and recommendation (575½) fd. Same Day Order of Court referring Petition for Master's fee to Harry M. Sachs, Jr., Master, General Equity Court, for hearing, report and recommendation (575¾) fd.

* 15" November 1966 Report of Master in re fee of special master (Gareliche matter) (580½) fd.

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23" January 1967 Petition of Morris Gainer for appointment of Morris Gainer, as successor trustee in place and stead of Mafalda Ter Haar in relative to account No. 63227, Exhibit, Consents and Order of Court thereon appointing same (587) fd.

25" January 1967 Petition of M & G Enterprises, Inc to declare sale of properties 2616 and 2616½ Maryland Avenue null and void and Order of Court thereon directing Receiver show cause on or before February 1967 why relief prayed should not be granted (588) fd. (Copy mailed)

2" February 1967 Decree of Court directing a monetary decree in amount of $2,200.00 against First Fidelity Saving and Loan Association Inc. to repay Michael Mongelli and Annette J. Mongelli, his wife, etc. (589) fd.

3" February 1967 Demurrer of Receiver to Petition to declare sale, null and void (590) fd.

20" March 1967 Order of Court referring Claim of Clarence M. Platt to J. Martin McDonough as Special Master for hearing and report (591) fd.

12" April 1967 Monetary Decree in favor of Michael Mogelli and Annette J. Mongelli, his wife entered Paid and Satisfied, Order (592) fd.

22" May 1967 Petition of Eugene A. Alexander, III for allowance of Counsel fee and Order of Court thereon allowing same (593) fd.

28" July 1967 Petition of Receiver for authority to accept offers of settlement from David S. Kyman, John Picardo and William A. Thompson and Order of Court thereon (594) fd.
Same Day Petition of Receiver for authority to accept offers of Joseph P. Zinsir and Order of Court thereon (595) fd.
3" August 1967 Petition of Receiver in re allowance of interim fee and Order of Court thereon allowing same (596) fd.
20" September 1967 Petition of Receiver for authority to execute release for rental of office space located in Aurora Building, Exhibit and Order of Court thereon authorizing same (597) fd.
25" September 1967 Petition of Receiver for authority to accept offer of Harold G. Applegarth for settlement and Order of Court thereon authorizing same etc. (598) fd.
30" October 1967 Petition of Receiver in re sale of leasehold properties 864 W. Baltimore St. and 859 W. Fairmount Ave., and order of Court thereon authorizing same (599) fd.
14" November 1967 Receiver's Report of Private Sale of 864 W. Baltimore Street and 859 W. Fairmount Avenue and Exhibit (600) fd.
Same Day Ratified Nisi Order (601) fd.

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1" December 1967 Petition of Eugene A. Alipardo, III in re allowance of fee, and allowance of fee unto Gordon Feinblatt + Rothman, Exhibit and Order of Court thereon allowing same (602) fd.
6" December 1967 Affidavit of Purchaser (603) fd.
12" December 1967 Receiver's Report of Private Sale Lots in Queen Anne's County, and Exhibit (604) fd.
Same Day Ratified Nisi Order (605) fd.
14" December 1967 Petition of Receiver for authority to execute joint tort feasors release in settlement of claims against Dr. Irving Abramson and Order of Court thereon authorizing same (606) fd.
15" December 1967 Certificate of Publication (607) fd.
Same Day Receiver's Report of Sale filed November 14, 1967 finally ratified and confirmed, Order (608) fd.
20" December 1967 Petition of Receiver for authority to pay sum of $5,500.00 to Forest Brook Corporation in full settlement of claims and to payoffs in suit pending in Superior Court upon execution of release, Exhibit and Order of Court thereon authorizing same (609) fd.

8" January 1968 Receiver's Report of Private Sale of Lots 1, 2 and 3, Block L, Romancoke on the Bay, Kent Island and Exhibit (610) fd.
Same Day Ratified Nisi Order (611) fd.
5" January 1968 Petition of Receiver for authority to accept offer of $14,000.00 for assignment and $6,000.00 confessed judgment note from Bennett Crain and Eloise Miller Crain in re property located in Charles County and Order of Court thereon authorizing same (612) fd.
~~11" January 1968 Petitioners' Notice to take Depositions [illegible] (Copy mailed)~~
~~Same Day Petitioners' Summons for witness (614) [illegible] (Served)~~
13" January 1968 Certificate of Publication (613) fd.
24" January 1968 Receiver's Report of Private Sale (Lot 1, Block M, Romancoke on the Bay) (614) fd.
Same Day Ratified Nisi Order (615) fd.
26" January 1968 Affidavit of Purchaser in re Report of Sale filed December 12, 1967 (616) fd.
27" January 1968 Receiver's Report of Private Sale of December 12/1967 finally ratified and confirmed Order (617) fd.
3" February 1968 Certificate of Publication (618) fd.
16" February 1968 Report of Special Master in re Claim of Clarence M. Pfitt (619) fd.
Same Day Exhibit Nos. 1 (620), 2 (621), 3 (622), and 4 (623) fd.
Same Day Memorandum (624) fd.
23" February 1968 Affidavit of Purchaser in re Lots 1, 2, 3, Block L, Romancoke on the Bay (625) fd.

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From Page 631 | 23" February 1968 Receiver's report of sale of Jany 2/68 finally ratified and confirmed, order (626) fd.

26" February 1968 Petition of Receiver for extension of time in which to file Exceptions to Report of Special Master in re Claim of Clarence M. Plitt and Order of Court thereon extending the time to and including March 7, 1968 (627) fd.

27" February 1968 Certificate of Publication (628) fd.

4" March 1968 Petition of J. Martin McDonough, Special Master in re allowance of fee in connection with Claim of Clarence M. Plitt and Order of Court thereon allowing fee in amount of $725.00, &c. (629) fd.

6" March 1968 Exceptions of Receiver to Report of Special Master in re Claim of Clarence M. Plitt (630) fd.

8" March 1968, Motion for Hearing on Exceptions to Report of Special Master (631) fd. (Copy mailed.)

19" March 1968 Petition of Receiver for authority to reject offer of purchase of 760 lots of ground in Queen Anne's County by American Land and Development Company, Exhibit and Order of Court thereon authorizing same (632) fd.

2" April 1968 Petition of Receiver and Order of Court

thereon approving, confirming and ratifying action by said Receiver to obtain lien on real property owned by Utah Savings and Loan Association in Queen's Anne's County and authorizing and directing said Receiver to take reasonable steps to obtain lien on any property in State of Maryland owned by said building association and/or First Fidelity Thrift and Loan Association, etc. (633) fd.

Same day Petition of Receiver in re authority to pay counsel fee unto Bailiff & Bailiff and Order of Court thereon authorizing same (634) fd.

Same day Petition of Receiver in re authority to pay counsel fee unto Thomas C. Carrico and Order of Court thereon authorizing same (635) fd.

9. May 1968 Petition of Eugene A. Alexander III in re allowance of interim fee and Order of Court thereon allowing same (636) fd.

17. May 1968 Petition of Receiver for authority to bid at tax sale on property in Queen Annes County, Md., and order of court thereon granting same (637) fd.

27. May 1968 Purchaser's affidavit (638) fd.

Same day Receiver's report of private sale of Jany 27/68 ratified and confirmed, order (639) fd.

31. May 1968 Petition of Receiver in re authority to sell certain lots of ground in installment contracts, etc. and Order of Court thereon authorizing same (640) fd.

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From Page 633

31st May 1968 Petition of Receiver in re authority to pay Counsel fees unto T. Clifford Hane, Exhibit and Order of Court thereon authorizing same (640) Jd.

19th June 1968 Petition of Receiver to enter into Data processing Agreement in conjunction with Receivers of St. Wenceslaus Building Association No. 1 of Baltimore City, Mercantile Mutual Savings & Loan Association, Inc. and Monumental City Savings & Loan Association, Inc., Exhibit and Order of Court thereon authorizing same (642) Jd.

20th June 1968 Petition of Receiver for authority in re restraining order with respect to Receivership of Utah Savings and Loan Association in State of Utah, Exhibit A and Order of Court thereon authorizing said Receiver to retain Counsel for purpose of taking whatever action is necessary in this matter, etc. (643) Jd.

1st July 1968 Petition of Receiver for authority to release Mortgage in re property 616 Montpelier Street, Exhibit and Order of Court thereon authorizing same (644) Jd.

Same Day Petition of Receiver for authority to reject offer of American Land and Development Corp., in re 758 unimproved lots of ground situate in Queen Anne's County, Exhibits A and B and Order of Court thereon authorizing same (645) Jd.

7th August 1968 Petition of Receiver for leave to invest funds and Order of Court thereon granting said leave (646) fol.
19th August 1968 Petition of Receiver for allowance of Interim Compensation, Schedule A and Order of Court thereon allowing same (647) fol.
13th September 1968 Petition of Receiver for authority to sell property 2821 North Calvert Street at private sale for sum of $6,000.00, Exhibits and Order of Court thereon authorizing same (648) fol.
16th September 1968 Petition of Receiver in re waiving of appraisals and Order Nisi and Order of Court thereon waiving necessity of appraisals and Nisi Orders in sale of lots owned by Receivership located on Kent Island that heretofore have been made or shall in the future be made, this Order shall be effective Nunc Pro Tunc as of July 2, 1962 (649) fol.
28th October 1968 Petition of Receiver for authority to execute Agreement in re sale of 85 acres of land located in Carroll County to A + M Associates of Baltimore City, Exhibit A and Order of Court thereon authorizing same (650) fol.
27th November 1968 Receiver's Report of Private Sale (651) fol.
Same Day Ratified Nisi Order (652) fol.

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8" December 1968 Affidavit of Purchaser in re property 2821 N. Calvert Street (653) fd.
Same Day Order of Court waiving provisions of BR3, Subsection b(c nunc pro tunc as of September 13, 1968, etc. in re sale of 2821 N. Calvert Street (654) fd.
30" December 1968 Certificate of Publication (655) fd.
Same Day Trustee's Report of Sale finally ratified and confirmed Order (656) fd.
2" April 1969 Petition of Receiver for ratification of payment of Counsel fees unto Gordon, Feinblatt & Rothman and Bailey & Bailey, as per statements attached. Exhibits and Order of Court thereon authorizing and confirming same (657) fd.
14" April 1969 Petition of Receiver for authority to accept sum of $50.00 plus costs in settlement of suit filed in Circuit Court for Anne Arundel County against John S. Martin and wife, Exhibit and Order of Court thereon authorizing same (658) fd.
Same Day Petition of Eugene A. Alexander, III in re allowance of interim counsel fee and Order of Court thereon allowing same (659) fd.
17" April 1969, Interrogatories of Receiver to Clarence M. Slatt (660) fd. (Copy mailed.)

2" May 1969 Answer of Clarence M. Plitt to Interrogatories (661) fd.
5" May 1969 Memorandum of Receiver in opposition to Report of Special Master on Claim of Clarence M. Plitt (662) fd.
6" May 1969 Supplemental Memorandum of Receiver in opposition to Report of Special Master on Claim of Clarence M. Plitt (663) fd.
Same Day Exceptions of Receiver to Answers of Clarence M. Plitt to Interrogatories and Exhibit (664) fd.
6" June 1969 Petition of Receiver for authority to pay counsel fee unto law firm of Ballif & Ballif, Provo, Utah, Exhibit and Order of Court thereon authorizing same (665) fd.
28" July 1969 Order of Court waiving provisions of Rule BR3, Subsection c, involving sale of premises known as Lot 14, Block 25, Section 2, Bay City, in Fourth Election District of Queen Anne's County of Maryland (666) fd.
8" August 1969 Receiver Report of Private Sale (Lot 14, Block 25, Section 2, Bay City) (667) fd.
Same Day Ratified Nisi Order (668) fd.
18" August 1969 Petition of Receiver for authority to reduce blanket bond re receiverships Saint Wenceslaus Building Association No. 1 of Baltimore City; Mercantile Mutual Savings & Loan Association, Inc. Monumental City Savings and Loan Association, Inc. and First Fidelity Savings and Loan Association, Inc. and Order of Court thereon authorizing same in amount of $19,000.00 (669) fd.

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Ft rom Page 640 670	9" September 1969 Certificate of Publication (670) fd.

Same Day Receiver's Report of Private Sale finally ratified and confirmed, Order (671) fd.
27" October 1969 Receiver's Notice to take Deposition of Earl L. Curran (672) fd.
8.00 Same Day Summons Receiver's Witness (673) Copy issd: (Summoned)
30" October 1969 Receiver's Report of Private Sale of property Lot 33, Block H, Plat 4 of Cloverfields, Queen Anne's County and Order of Court thereon waiving requirement of appraisal and Nisi Order (674) fd.
Same Day Receiver's Report of Private Sale of property Lot 32, Block H, Plat 4 of Cloverfields, Queen Anne's County and Order of Court thereon waiving requirements of appraisal and Nisi Order (675) fd.
6" November 1969 Affidavit of Purchasers (676) fd.
Same Day Order of Court finally ratifying and confirming Receiver's Report of Private Sale of Lot 33, Block H, Plat 4 of Cloverfields (677) fd.
Same Day Affidavit of Purchasers (678) fd.
Same Day Order of Court finally ratifying and confirming Receiver's Report of Private Sale of Lot 32, Block H, Plat 4 of Cloverfields, n. (679) fd.

12" November 1969 Petition of Receiver for authority to pay counsel fee unto Gordon, Feinblatt & Rothman and Order of Court thereon authorizing same (680) fd.

8" December 1969 Petition of Receiver for allowance of interim compensation, Exhibit and Order of Court thereon allowing same (681) fd.

11" December 1969, Petition of Receiver in re payment of counsel fee and Order of Court thereon authorizing same payable to Bailey & Bailey, attorneys (682) fd.

Same Day Petition of Receiver for authority to settle judgment claim against Bennett Crain and Eloise M. Crain and Order of Court thereon authorizing same (683) fd.

22" December 1969 Receiver's Report of Private Sale Lot 14, Block CC, of Cloverfields, Stevensville, Maryland, Exhibit and Order of Court thereon waiving Rules BR6, Sub-Section B(2) and BR3, Subsection C and finally ratifying and confirming said sale (684) fd.

23" December 1969 Receiver's Report of Private Sale Lots 1, 2, 44 and 45 in Block CC of Cloverfields, Revised Plat 6, etc., Exhibit and Order of Court thereon waiving certain provisions and finally ratifying and confirming (685) fd.

16" January 1970 Petition of Receiver for approval of payment of counsel fees unto F. Clifford Hall, Exhibit and Order of Court thereon authorizing same as prayed (686) fd.

(To Page 647)

From Page 645
687

[illegible] January 1970 Receiver's Report of Private Sale of Lot 13, Block H, [illegible] and Order of Court thereon [illegible] requirements and finally ratifying [illegible] confirming same (687) fd.

Same Day Receiver's Report of Private Sale of Lot Nos. 28 and 29, Block CC of Cloverfields and Order of Court thereon waiving certain requirements and finally ratifying and confirming same (688) fd.

Same Day Receiver's Report of Private Sale of Lot No. 10, Block A of Cloverfields and Order of Court thereon waiving certain requirements and finally ratifying and confirming said sale (689) fd.

29th January 1970 Receiver's Report of Private Sale of Lots 1, 2 and 3, Block O of Romancoke on the Bay, and Order of Court thereon waiving certain requirements and finally ratifying and confirming same (690) fd.

30th January 1970 Petition of Receiver for authority to pay interim counsel fee unto Ballif & Ballif, Attorneys at Law, Provo, Utah, Exhibit and Order of Court thereon authorizing same (691) fd.

6th March 1970 Petition of Receiver for authority to institute suit on confessed judgment note in amount of $3,100.00, with interest, executed by W. Rae Dempsey, Jr. and Jean R. Dempsey

and Order of Court thereon authorizing same (692) fd.
10th April 1970 Receiver's Report of Private Sale of Lot 19, Block P, Section 2 of Romancoke on the Bay and Order of Court thereon waiving certain requirements and finally ratifying and confirming said sale (693) fd.
24th April 1970 Petition of Receiver for authority to execute release in settlement of Claim against James Kromatis and Order of Court thereon authorizing same (694) fd.
Same Day Petition of Eugene A. Alexander, III in re allowance of interim counsel fee and Order of Court thereon allowing same (695) fd.
Same Day Petition of Receiver for authority to pay sum of $27,000.00 unto Clarence M. Pitt in full settlement of his Claim, Exhibit and Order of Court thereon authorizing same (696) fd.
12th May 1970 Receiver's Report of Private Sale of Lot 11, Eastern ½ of Lot 10, in Block K of Harbor View and Lots 21 and 22 in Block A of Chesapeake Estates, Exhibit and Order of Court thereon waiving certain requirements and finally ratifying and confirming said sale (697) fd.

(To Page 649)

From Page 647 19th June 1970 Receiver's Report of Private Sale of property known as Lot 14, Block H, Plat 3 of Cloverfields, Anne Arundel County, Exhibit and Order of Court thereon waiving certain requirements and finally ratifying and confirming said sale (698) fd.

Same Day Receiver's Report of Private Sale of Lots 25, 26, 27 and 28, in Block AA, and Lot 17, in Block CC, Revised Plat 6 of Cloverfields, Exhibit and Order of Court thereon waiving certain requirements and finally ratifying and confirming said sale (699) fd.

26th June 1970 Petition of Receiver for authority to make distribution of sum equal to 4% of accounts to Shareholders and retain balance of assets for future distribution and costs of administration and Order of Court thereon [illegible] (100) fd.

~~[illegible] Erroneously entered on this docket [illegible] and C (101) fd.~~

~~Same Day Ratified [illegible]~~

6th July 1970 Receiver's Report of Private Sale of property Lot No. 18, Block P, Section 2, Romancoke on the Bay, Exhibit and Order of Court thereon waiving certain requirements and finally ratifying and confirming said sale (701) fd.

✓X 20th July 1970 Auditor's Report and Account (702) and Appendices A1 (703), A2 (704), A3 (705), A4 (706), B (707), C (708), D (709) and E (710) fol.
Same Day Ratified Nisi Order fol.
27th July 1970 Receiver's Report of Sale of Property Lot 69, Block 6, Plat 4 of Cloverfields, Exhibit and Order of Court thereon waiving certain requirements and finally ratifying and confirming said sale (711) fol.
Same Day Receiver's Report of Private Sale of Property Lot 69, Block 6, Plat 4 of Cloverfields, Exhibit and Order of Court thereon waiving certain requirements and finally ratifying and confirming said sale (712) fol.
Same Day Petition of Receiver for authority to settle claims against Arthur Young, Jr. and Marie Ercole and Order of Court thereon authorizing same (713) fol.
31st July 1970 Order of Court directing Receiver to pay fee of J. Martin McDonough, Special Master and debtor and item from amount due Old Colony Trust Company, etc. (714) fol.
5th August 1970 Auditor's Report and Account finally ratified and confirmed, Order (~~[illegible]~~) fol.
11th August 1970 Receiver's Report of Private Sale of Property Lot 18, Block 15, of Day City, Saint Croix Island, Exhibit and Order of Court thereon waiving certain requirements and finally ratifying and confirming said sale (715) fol.

(To Page 652)

From Page 649 (715) 28" August 1970, Receiver's Report of private Sale of property Lot 20, Block F, Romancoke on the Bay (2nd Section), Kent Island, Exhibit and Order of Court thereon finally ratifying and confirming said sale (716) fd.

Same day, Receiver's Report of private sale of property Lot 5, Block C, of Cloverfields, Queen Anne's County, Exhibit and Order of Court thereon finally ratifying and confirming said sale (717) fd.

8" September 1970 Receiver's Report of Private Sale of property Lots 15 and 16, Block J of Romancoke on the Bay, Exhibit and Order of Court thereon waiving certain requirements and finally ratifying and confirming said sale (718) fd.

Same Day Receiver's Report of Private Sale of property Lots 11 and 12, Block X, Plat 1 of Cloverfields, Exhibit and Order of Court thereon waiving certain requirements and finally ratifying and confirming said sale (719) fd.

Same Day Receiver's Report of Private Sale of property Lots 10 and 11, Block 27, Section 2, of Bay City, Exhibit and Order of Court thereon waiving certain requirements and finally ratifying and confirming said sale (720) fd.

Same Day Receiver's Report of Private Sale of property Lots 25 and 26, Block K, of Homecroft on the Bay, Exhibit and Order of Court thereon waiving certain requirements and finally ratifying and confirming said sale (721) H.

17th September 1970, Receiver's Report of Private Sale of Lot 1, Block 31, Section 2 of Bay City, Exhibit and Order of Court thereon waiving certain requirements and finally ratifying and confirming said sale (722) H.

Same day, Receiver's Report of Private Sale of property Lots 2 and 3, Block 31, Section 2, of Bay City, Exhibit and Order of Court thereon waiving certain requirements and finally ratifying and confirming said sale (723) H.

Same day, Receiver's Report of Private Sale of property Lot No. 8, Block 12, Section 1 of Bay City, Exhibit and Order of Court thereon waiving certain requirements and finally ratifying and confirming said sale (724) H.

25th September 1970 Petition of Receiver for authority to consummate Agreement of Sale of certain fee simple lots located in Queen Anne's County described in copy of Exhibit attached, and Order of Court thereon authorizing said Receiver to enter into and to consummate said Agreement of Sale (725) H.

(To Page 654)

From Page 652
726

25" September 1970 Receiver's Report of Private Sale of Lots 11 and 17, Block D, Section 3, of Kent Island Estates, Exhibit and Order of Court thereon waiving certain requirements and finally ratifying and confirming said sale (726) ff.

Same Day Receiver's Report of Private Sale of Lot 55, Block F, Plat 4 of Queen Anne's County, Exhibit and Order of Court thereon waiving certain requirements and ratifying and confirming said sale (727) ff.

Same Day Receiver's Report of Private Sale of Lots No. 19, 21 and 22, Block 37, Section 2, of Bay City, Exhibit and Order of Court thereon waiving certain requirements and finally ratifying and confirming said sale (728) ff.

9" October 1970, Petition of Substitute Receiver for allowance of interim compensation and Order of Court thereon allowing same (729) ff.

30" October 1970 Receiver's Report of Sale (Private) of Lot 15, Block A of Chesapeake Estates, Exhibit and Order of Court thereon waiving certain requirements and further ratifying and confirming said sale (730) ff.

Same Day Receiver's Report of Private Sale of Lot #4, Block CC, Revised Plat 6 of Cloverfields, Exhibit and Order of Court thereon waiving cer-

tain requirements and finally ratifying and
2 confirming said sale (731) fd.
Same Day Receiver's Report of Private Sale of
Lot 13, Block D, of Chesapeake Estates, Exhibit
and Order of Court thereon waiving certain
requirements and finally ratifying and
confirming said sale (732) fd.
Same Day Receiver's Report of Private Sale of
Lot 7, Block CC of Cloverfields, Exhibit and
wife Order of Court thereon waiving certain requirements and finally ratifying and confirming
said sale (733) fd.
Same Day Petition of Receiver for authority to
pay counsel fee unto F. Clifford Hane for
services rendered re sales of properties, Exhibit
and Order of Court thereon authorizing same (734) fd.
Same Day Petition of Receiver for approval of
payment of accounting and auditor fee unto
Leonard B. Rowles & Company, Exhibits and
Order of Court thereon authorizing same (735) fd.
20th November 1970, Receiver's Report of private Sale of
Lot No. 20, Block DD of Cloverfields, Exhibit and
Order of Court thereon waiving certain requirements and finally
ratifying and confirming said sale (736) fd.
Same Day, Receiver's Report of private Sale of Lots 10
and 11, Block 18, Section 1 of Bay City, Exhibit and
Order of Court thereon waiving certain requirements and
finally ratifying and confirming said sale (737) fd.

(To Page 655)

From Page 654 (737) 20" November 1970, Receiver's Report of private Sale of Lots 20 and 21, Block E, Section 21 of Romancoke on the Bay, Exhibit and Order of Court thereon waiving certain requirements and finally ratifying and confirming said sale (738) fd.

Same day, Receiver's Report of private Sale of Lots 7 and 8, Block U of Romancoke on the Bay, Exhibit and Order of Court thereon waiving certain requirements and finally ratifying and confirming said sale (739) fd.

Same day, Receiver's Report of private Sale of Lot 8, Block P, Section 1 of Romancoke on the Bay, Exhibit and Order of Court thereon waiving certain requirements and finally ratifying and confirming said sale (740) fd.

Same day, Receiver's Report of private Sale of Lot 16, Block E E, Revised Plat 6 of Cloversields, Exhibit and Order of Court thereon waiving certain requirements and finally ratifying and confirming said sale (741) fd.

30" November 1970 Receiver's Report of Private Sale of Lot 35, Block V, Plat 1, of Cloverfields, Exhibit and Order of Court thereon waiving certain requirements and finally ratifying and confirming said sale (742) fd.

23" December 1970 Receiver's Report of Private Sale of Lots

Nos. 5 and 6, Block CC' of Cloverfields, Exhibit and Order of Court thereon waiving certain requirements and finally ratifying and confirming said sale (743) fd.

31" December 1970 Receiver's Report of Private Sale of Lot 9, Block B, Plat 5 of Cloverfields, Exhibit and Order of Court thereon waiving certain requirements and finally ratifying and confirming said sale (744) fd.

8" January 1971 Receiver's Report of Private Sale of Lot 12, Block F, of Romancoke, Exhibit and Order of Court thereon waiving certain requirements and finally ratifying and confirming sale sale (745) fd.

19" January 1971 Motion of Mary Slover in re-substitution of party (746) fd.

Same Day Answer of Receiver to Motion (747) fd.

Same Day Order of Court appointing Mary Slover Successor Trustee of the Trust created by Account Number 11214 in place and stead of Blanche Jackson deceased, etc. (748) fd.

25" January 1971 Receiver's Report of Private Sale of Lot 26, Block E of Romancoke, Exhibit and Order of Court thereon waiving certain requirements and finally ratifying and confirming said sale (749) fd.

Same Day Receiver's Report of Private Sale of Lot 28, Block E of Romancoke, Exhibit and Order of Court thereon waiving certain requirements and finally ratifying and confirming said sale (750) fd.

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751

5th February 1911 Trustee's Report of Private Sale of Property Lot 8 Block BB Revised Plat of Cloverfields, Exhibit and Order of Court thereon waiving certain requirements and finally ratifying and confirming [illegible] (751) fd.

17th March 1911 Trustee's Report of Private Sale of Property Lot 9 Block FF of Cloverfields, Exhibit and Order of Court thereon finally ratifying and confirming said sale and waiving certain requirements (752) fd.

18th March 1911 Trustee's Report of Private Sale of Property Lot 22 Block [illegible] of Romancoke, Exhibit and Order of Court thereon waiving certain requirements and finally ratifying and confirming same (753) fd.

29th March 1911 Petition of B. Bentley Bill Associates Inc. and Receiver for authority to amend Agreement of Sale, Petitioners' Exhibit A and Order of Court thereon authorizing same (754) fd.

Same Day Petition of Receiver, etal in re substitution of Purchaser, Consent and Order of Court thereon substituting Seabreeze Properties, Inc. as Purchaser of certain lots located in Queen Anne's Count in place and stead of Oriole Land and Development Company (755) fd.

Same Day Petition of Receiver for authority for H. Paul Rome and Eugene A. Alexander, Jr., as

Substituted Trustees of Deed of Trust from Guaranteed Realty Corp, et al to C. Morton Goldstein, Trustee, dated March 30, 1960, to execute a full release of said deed, and order of Court thereon authorizing same. (756) fd.

Same Day Petition of Receiver, et al to waive requirement of appraisal re lots of ground purchased in accordance with Agreement dated September 23, 1970 between Trustee and Development Corp., et al and said Receiver and order of Court thereon waiving same (757) fd.

2" April 1971 Receiver's Report of Private Sale of certain lots, located in Queen Anne's County and listed in Exhibit E attached hereto, and Exhibits A thru E, inclusive (758) fd.

Same Day Certificate Nisi Order (759) fd.

6" April 1971, Trustee's Report of private sale of property Lot 18, Block 22 of Bay City, Exhibit and Order of Court thereon waiving certain requirements and finally ratifying and confirming same (760) fd.

Same Day, Trustee's Report of private sale of property Lot 17, Block C of Romancoke with Bay, Exhibit and Order of Court thereon waiving certain requirements and finally ratifying and confirming same (761) fd.

(To Page 661)

From Page 658 (761) } 26" April 1971, Trustee's Report of private sale of property Lot 8, Block 19 of Bay City, Exhibit and Order of Court thereon waiving certain requirements and finally ratifying and confirming said (762) fd.

29" April 1971 Petition of Eugene G. Alexander, etc in re allowance of Counsel fee and Order of Court thereon allowing same (763) fd.

4" May 1971 Certificate of Publication (764) fd.

Same Day Order of Court finally ratified and confirmed Receiver's Report of Private Sale filed April 2, 1971 (765) fd.

23" June 1971 Petition of receiver in re payment of Counsel fees unto Gordon, Hamblatt + Rothman, Exhibit and Order of Court thereon authorizing payment of said fees (766) fd.

16" July 1971 Receiver's Report of Private Sale of unimproved fee simple property known as Lot 39, Block BB of Cloverfields, Revised Plat 6, Exhibit and Order of Court thereon waiving certain requirement and finally ratifying and confirming said sale (767) fd.

28" July 1971 Receiver's Report of Private Sale of unimproved fee simple property known as Lots No. 39 + 40, Block CC, of Cloversfield, Exhibit and Order of Court thereon waiving certain requirements and finally ratifying and confirming said sale (768) fd.

Same Day Receiver's Report of Private Sale of unimproved fee simple property known as Lots 31 & 32, Block G.G. of Cloverfields, Exhibit and Order of Court thereon, waiving certain requirements and finally ratifying and confirming said sale (769) fd.

30 August 1971 Petition of Receiver and Order of Court thereon authorizing Petitioner to execute a joint tort feasors release in settlement of claims against Gus R. Horn (770) fd.

Same Day Petition of Receiver, Exhibit and Order of Court thereon authorizing Petitioner to execute a Release of Mortgage on property (511 South Glover Street), costs to be paid by Henry P. Schleuter and Blanche L. Schleuter (771) fd.

17 September 1971 Petition of Receiver for authority to sell certain chattels at private sale, Exhibits and Order of Court thereon authorizing same (772) fd.

24 September 1971 Petition of Receiver for authority to sell certain office equipment to Addison Letter Service and Order of Court thereon authorizing same (773) fd.

Same Day Receiver's Report of Private Sale of certain office equipment, Affidavit and Order of Court thereon finally ratifying and confirming said sale (774) fd.

6 October 1971 Receiver's Report of Sale of National Cash Register Bookkeeping Machine, Exhibits and Order of Court thereon finally ratifying and confirming same (775) fd.

(To Page 662)

From Page 661 (775) 14th October 1971, Receiver's Report of private sale of unimproved fee simple property known as Lot 23, Block 28 of Bay City, Certificate of Clerk & Order of Court thereon waiving certain requirements and finally ratifying and confirming said sale (776) fd.

15th October 1971 Petition of Receiver for authority to enter into Lease Agreement re rental of office No. 404 in Morris Building, Exhibit and Order of Court thereon authorizing same (777) fd.

23rd November 1971 Petition of Receiver for authority to employ George S. Ballif as Counsel to represent said Receiver in Claim filed in State of Utah and Order of Court thereon authorizing same (778) fd.

16th December 1971, Petition of Receiver for allowance of interim compensation and Order of Court thereon allowing same (779) fd.

22nd December 1971, Receiver's Report of private sale of property known as Lot No. 1, Block 18, Section 1, Bay City, Exhibit and Order of Court thereon waiving certain requirements and finally ratifying and confirming said sale (780) fd.

7th January Receiver's Report of Private Sale of unimproved fee simple property known as Lot 22 Block 18 of Bay City, Affidavit of Purchasers and Order of Court thereon waiving certain requirements and finally ratifying and confirming said sale (781) fd.

Same Day Receiver's Report of Private Sale of unimproved fee simple property known as Lot 30 Block 2, Plat 2 of Cloverfields, Affidavit of Purchasers and Order of Court thereon waiving certain requirements and finally ratifying and confirming said sale (782) fd.

26th January, 1972 Petition of Receiver to accept offer of Pioneer Development Co. Inc. less 10% discount, etc and Order of Court thereon authorizing said Receiver to accept the Offer of Pioneer Development Co. Inc. Harold M. Weiss and Henry W. Stichel, Jr., mortgagors under two mortgages on leasehold property. 2648-50 Maryland doc. to pay off indebtedness at discount of up to 10% off the principal balance due (783) fd.

23rd February, 1972, Report of private sale of the unimproved fee simple property known as Lots 6 and 11, Block 7, of Bay City section 1, and Lot 28, Block 77, Revised Plat 6 of Cloverfields, all on Kent Island in the fourth Election Dist. of Queen Anne's County, Maryland, and Order of Court thereon waiving certain requirements and finally ratifying and confirming said sale (784) fd.

Same Day Affidavit of Purchaser (785) fd.

12th April, 1972, Petition of Eugene A. Alexander, III for allowance of Interim Counsel Fee and Order of Court thereon allowing same (786) fd.

1st May 1972 Trustee's Report of private sale of Lot known as (Lot 10, Block 5, Section 1 of Kent Island Estates, Exhibit and Order of Court thereon waiving certain requirements and finally ratifying and confirming said sale) (787) ff.

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from page 662 788 | 1" May, 1972 Petition of Receiver for authority to permit Dismissal of case now pending in the Baltimore City Court being titled Harry B. Wolf Receiver of First Fidelity Savings & Loan Assn., Inc. vs. Herbert J. Pollack, Trustee for Overbrook Realty and Loan Holding Co. Inc. docket 100 folio 553 and Order of Court thereon authorizing the same (788) fd.

19" May, 1972 Receiver's Report of Sale (Private) the unimproved fee simple property known as lot 8, Block 7, Section 1 of Bay City on Kent Island of Queen Anne's County and Order of Court thereon finally ratifying and confirming same (789) fd.

Same Day Affidavit of Purchasers (790) fd.

26" June, 1972 Petition of Linna B. Teague, personal representative of Estate of Florence W. Barley to declare mortgages satisfied or Barred by Limitation, and exhibits thereon (791) fd. (Copy mailed)

17" July 1972 Order of Court directing Receiver to execute a Release of Certain Mortgages in re property 330 Rosechert Avenue, etc. (792) fd.

21" July 1972 Order of Court striking Order of

Court dated July 17, 1972 (793) fd.
Same Day Answer of Receiver to Petition to declare Mortgages satisfied (794) fd.
Same Day Order of Court directing Receiver to execute a release of Mortgage for each of certain Mortgages, etc. (795) fd.
1 August, 1972 Petition of Receiver for authority to consummate agreement relative to the settlement of cause of action now pending in United States District Court for the District of Maryland, etc. the parties being involved are Utah Savings & Loan Association, etc. and First Federal Savings & Loan Association, etc. and Order of Court thereon authorizing same (796) fd.
1 September, 1972 Petition of Substitute Receiver for authority to enter into agreement of sale of mortgage, Exhibits A and B, and Order of Court thereon authorizing said Substitute Receiver to enter into agreement of sale of mortgage payable as described in Exhibit A upon the terms and conditions stated in the said Petition to Equitable Trust Bank (797) fd.
11 October, 1972 Receiver's Report of Sale (Private) of the unimproved fee simple property known as Lot 8, Block A of Chesapeake Estates on Kent Island in the Fourth Election District of Queen Anne's County Maryland and Order of Court waiving Order Nisi and further ratifying and confirming said sale (798) fd.
Same Day Affidavit of Purchasers (798) fd.

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from page 664.

800 25 October 1972 Petition of Receiver for authority to enter into lease agreement, exhibit and Order of Court thereon authorizing and Receiver to enter into lease agreement with American National Building and Loan Association etc. (800) fd.
19 December 1972 Report of Substitute Receiver and Copy of Tort Feasor's Release (801) fd.
21 December 1972 Petition of Substitute Receiver for authority to pay Administrator for Special Services in connection with Sale of Mortgage Portfolio + Orders of Court thereon authorizing same (802) fd.
18 January 1973 Substitute Receiver's Report of Private Sale of property Lot 11, Block A, of Chesapeake Estates, on Kent Island etc. and Order of Court thereon finally ratifying and confirming said sale etc. (803) fd.
Same day Affidavit of Purchaser (804) fd.
1 February 1973 Petition of Substitute Receiver for authority to pay Appraisal Fee and Order of Court thereon authorizing same (805) fd.
Same day Petition of Substitute Receiver for authority to pay Counsel Fee unto Gordon, Feinblatt, Rothman, Hoffberger and Hollander and Orders of Court thereon authorizing same (806) fd.

Same Day, Petition of Substitute Receiver for authority to sell 62 unimproved lots of ground in Queen Anne's County Maryland at auction and exhibits A, B and C. and Order of Court thereon granting sale at public auction and further ordering that receiver is authorized to receive bids subject to his rights etc. and further ordering that said receiver is authorized to retain A. J. Billig and Co. Auctioneers to sell said lots of unimproved ground (807) fd.

22 March 1973 Petition of Substitute Receiver for allowance of interim fee and reimbursement of costs and Order of Court thereon allowing same etc. (808) fd.

6 April 1973 Substitute Receiver's Report of sale of property in Queen Anne's County Maryland, and exhibit A etc (809) fd.

Same Day, Ratified Nisi Order (810) fd.

24 April 1973 Petition of Eugene A. Alexander, III, for interim counsel fee and Order of Court thereon allowing same (811) fd.

8 May 1973 Certificate of Publication (812) fd.

Same Day, Substitute Receiver's Report of sale finally Ratified and Confirmed Order (813) fd.

21 May 1973 Petition of Substitute Receiver for authority to allow a credit to Chester Wye Investors, Inc., in amount of fifty per centum of road maintenance charges, at time of settlement, etc and Order of Court thereon authorizing same (814) fd.

(to page 669)

from page 666 815 12" July 1973, Petition of Substitute Receiver for authority to pay Real Estate Broker (815) and appraisal (816) and bill (817) and Order of Court thereon authorizing said Substitute Receiver to pay said Real Estate Broker etc (818) fol.
23" July 1973 Petition of Substitute Receiver for authority to sell chattels (819) and copy of appraisal (820) and Order of Court thereon authorizing same etc (821) fol.
25 July 1973 Petition of Substitute Receiver for authority to sell metal siding and columns, etc. (822) and Exhibit A (823) and Order of Court thereon authorizing same (824) fol.
13" August 1973 Petition of Substitute Receiver for authority to execute option agreement with the State of Maryland re: properties located in Carroll County (825) and Exhibit "A" (826) and Order of Court authorizing and directing said Substitute Receiver to execute said Option Contract, etc (827) fol.
27" August 1973 Receiver's Report of Sale of Chattels (828) and Order of Court finally ratifying same (829) fol.
1" October 1973 Petition of Substitute Receiver for authority to make Fifth Distribution to Freeshareholders (830) and Order of Court thereon allowing certain distributions, etc. and referring case to auditor for purpose of stating a Fifth account (831) fol.

Referred

State of Maryland,
City of Baltimore, ss:

I, ~~HENRY J. RIDBERGER,~~ Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the original Docket Entries

now on file in this office in the cause therein entitled as above.

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT, this 19th day of October A. D., 19 73

Louis Cohen
Clerk.

Filed Dec. 27, 1974

EX PARTE	:	IN THE
IN THE MATTER OF	:	CIRCUIT COURT
FIRST FIDELITY SAVINGS &	:	OF
LOAN ASSOCIATION	:	BALTIMORE CITY
	:	102A/424/1962

2

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Casimir M. Zacharski, Jr., Substitute Receiver of First Fidelity Savings & Loan Association, Inc., a body corporate, respectfully shows unto your Honor:

1. That among the assets of the Receivership Estate is a Confessed Judgment Note in the amount of Six Hundred Fifty Thousand ($650,000.00) Dollars in favor of First Fidelity Savings & Loan Association, and wherein the makers were Utah Savings and Loan Association, a Utah Corporation, and First Fidelity Thrift Savings & Loan Association, a Utah Corporation. That on June 9, 1965, a Complaint and Confession of Judgment was filed in the United States District Court for the District of Maryland with reference to said Note and Judgment, also entered for the sum of Eight Hundred Six Thousand ($806,000.00) Dollars, representing the principal and interest to June 7, 1965.

2. That, thereafter, there were many and various papers filed in the proceedings requesting among other things the opening of the Judgment, and the dismissal of the Complaint, and that, as of this date, the matter has not been finally resolved by the United States District Court for the District of

Maryland.

3. That pending this litigation W. Smoot Brimhall, Commissioner of Financial Institutions of the State of Utah, was appointed to take charge of the property, assets and the liquidation of the said Utah Savings & Loan Association, Inc., a Utah corporation, by order of Court in the State of Utah.

4. That, in order to protect this asset of First Fidelity Savings & Loan Association, Inc., a body corporate, your Petitioner, employed counsel in the State of Utah, and that actual litigation in said State was commenced.

5. That after long and protracted negotiations between the parties involved, namely, First Fidelity Savings & Loan Association, Inc., a body corporate, and Utah Savings & Loan Association, Inc., a body corporate, and counsel for the aforesaid W. Smoot Brimhall, a tentative settlement has been reached, whereby said matter may be fully, finally and forever resolved.

6. That under the terms of said settlement, the Receivership Estate will receive the sum of Two Hundred Thousand ($200,000.00) Dollars in cash, and title to sixty-two (62) unimproved lots of ground located in Queen Anne's County in the State of Maryland, the same being among the assets of the Utah Savings & Loan Association, Inc., which your Petitioner believes have substantial value.

7. That your Petitioner further believes that it would be highly advantageous to the Receivership Estate to accept this offer of settlement in view of the many defenses and objections

raised to the validity of the Note involved with which facts this Honorable Court is well acquainted, due to the many conferences and discussions held with the Honorable Judge of this Court concerning the same.

WHEREFORE, your Petitioner prays this Honorable Court to pass an Order authorizing and directing him to consummate said Agreement, and to take whatever action he may deem necessary to finalize the same.

AND, as in duty bound, etc.

CASIMIR M. ZACHARSKI, JR.,
Substitute Receiver of First
Fidelity Savings & Loan
Association

EUGENE A. ALEXANDER, III
553 Title Building
Baltimore, Maryland 21202
752-6010

Attorney for Casimir M.
Zacharski, Jr.

LIBER 7 [redacted]779

LIBER 7 780

EX PARTE	:	IN THE
IN THE MATTER OF	:	CIRCUIT COURT
FIRST FIDELITY SAVINGS & LOAN ASSOCIATION, INC.	:	OF
	:	BALTIMORE CITY
	:	102A/424/1962

ORDER

Upon the foregoing Petition it is this 1st day of August, 1972, by the Circuit Court of Baltimore City: Nunc Pro Tunc as of July 24, 1972

ORDERED that Casimir M. Zacharski, Jr., Substitute Receiver of First Fidelity Savings & Loan Association, Inc., a body corporate, be and he is hereby authorized and directed to enter into the agreement referred to in said Petition relative to the settlement of the cause of action nowpending in the United States District Court for the District of Maryland and involving a Confessed Judgment Note in the amount of Six Hundred Fifty Thousand Dollars ($650,000.00) with interest, the parties involved being Utah Savings & Loan Association, a Utah corporation, and First Fidelity Thrift Savings & Loan Association, a Utah corporation, and to take whatever action that he, the said Casimir M. Zacharski, Jr., may deem necessary to finalize and consummate the settlement of said cause as set forth in said Petition.

Meyer M. Cohen
Judge

STATE OF MARYLAND

CITY OF BALTIMORE, SS:

I, ~~HENRY J. RIPPERGER~~ Louis Cohen, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the original Order of Court

now on file in this office in the cause therein entitled as above.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the seal of the said CIRCUIT COURT, this 1st day of August, A. D. 19 72

Louis Cohen
Clerk of the Circuit Court of Baltimore City.

I, Meyer M. Cardin one of the Associate Judges of the Supreme Bench of Baltimore City, and by assignment, presiding Judge of the CIRCUIT COURT OF BALTIMORE CITY, in the Eighth Judicial District of the State of Maryland, do hereby certify that ~~HENRY J. RIPPERGER~~ Louis Cohen, who has given the preceding certificate, was Clerk of the said CIRCUIT COURT at the time of so doing, and that his attestation is in due form, and his signature thereto is genuine.

Given under my hand this 1st day of August, A. D. 19 72

Meyer M. Cardin
Judge.

STATE OF MARYLAND

CITY OF BALTIMORE, SS:

I, ~~HENRY J. RIPPERGER~~ Louis Cohen, Clerk of the Circuit Court of Baltimore City, do hereby certify that the Honorable Meyer M. Cardin one of the Associate Judges of the Supreme Bench of Baltimore City, and by assignment, presiding Judge of said CIRCUIT COURT, who has certified and signed the above attestation, was at the time of so doing, Judge of the said Court, duly commissioned and qualified; and that to all acts done by him in that capacity, full faith and credit are due and ought to be given; and that his signature thereto is genuine.

IN TESTIMONY WHEREOF, I hereunto subscribe my hand and affix the seal of the CIRCUIT COURT of Baltimore City, on this 1st day of August, A. D. 19 72

Louis Cohen
Clerk of the Circuit Court of Baltimore City.

Filed Jan 27, 1974 LIBER 7 781

1/30/73

LIBER 7 782

Fd 1st February, 1973

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EX PARTE

IN THE MATTER OF

FIRST FIDELITY SAVINGS AND

LOAN ASSOCIATION, INC.

IN THE

CIRCUIT COURT

OF

BALTIMORE CITY

102A/~~424~~ 666/1962

* * * * * * * * *

PETITION FOR AUTHORITY TO SELL 62 UNIMPROVED LOTS OF GROUND IN QUEEN ANNE'S COUNTY MARYLAND AT AUCTION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Casimir M. Zacharski, Jr., Substitute Receiver of First Fidelity Savings and Loan Association, Inc., a body corporate, respectfully shows unto your Honor:

1. Among the assets of the receivership estate are 62 unimproved lots of ground located on Kent Island, Queen Anne's County, Maryland, more particularly described as follows: BEING known and designated as Lots Nos. 1 through 8 both inclusive, Block C and Lots No. 1 through 7 both inclusive, Block D, Lots Nos. 53 to 58 both inclusive, Block D, Lots 7 through 11 both inclusive Lots Nos. 13, 14 and 16, Block E, Lots 8, 11 through 16 both inclusive, Lots 23 and 24 Block I, Lots 4, 7, 8 and 10 through 12 both inclusive, Block J, Lots 4 through 9 both inclusive and Lots 25 through 31 both inclusive, Block P as shown on a Plat entitled, "Harborview", which Plat is recorded among the Land Records of Queen Anne's County in Plat Book T.S.P. No. 6, folio 26 and Lot No. 48, Block B as shown on the Plat entitled, "Kent Island Estates 2nd Edition, Third Section", which Plat is recorded among the Land Records of Queen Anne's County in Plat Book T.S.P. No. 6, Folio 191 and Lots Nos. 4 and 5, Block A as shown on a Plat entitled, "Romancoke on the Bay, Section 1", which Plat is recorded among

A-42857 (807)

the Land Records of Queen Anne's County in Plat Book T.S.P. No. 6, folio 330 and Lot No. 21, Block 18 and Lot No. 12, Block 19, as shown on a Plat entitled "Bay City, Section 2, Plat 2", which Plat is recorded among the Land Records of Queen Anne's County in Plat Book T.S.P. No. 42, folio 306.

2. Petitioner acquired the said 62 lots of ground as part of a settlement made, pursuant to Order of this Court dated August 1, 1972, of a claim of Petitioner against Utah Savings and Loan Association and First Fidelity Thrift and Loan Association, both Utah corporations.

3. W. Smoot Brimhall, Commissioner of Financial Institutions of the State of Utah, in charge of the business and assets of Utah Savings and Loan Association, in his Petition dated June 30, 1972 in the Fourth Judicial District Court of Utah County, State of Utah, copy of which Petition is attached hereto and made a part hereof as "Exhibit A", reported the value of the lots to be approximately $50,000.00. By Order dated August 2, 1972 of the Fourth Judicial District Court of Utah County, State of Utah, copy of which is attached hereto and made a part hereof as "Exhibit B", conveyance to Petitioner of the aforesaid 62 lots of ground was approved.

4. By Deed dated August 30, 1972 from the said W. Smoot Brimhall, Commissioner of Financial Institutions of the State of Utah, Petitioner acquired title of the said 62 lots of ground.

5. Since acquiring title to the said lots of ground, Petitioner has attempted to sell them at a reasonable price and has had negotiations with several potential purchasers.

6. The said lots of ground have an aggregate fair market value of $60,000.00 in accordance with appraisal of Ralph Steinbach of Baltimore, Maryland dated January 25, 1973, a copy of which is attached hereto and by reference made a part hereof as "Exhibit C".

7. Petitioner has received several offers for the purchase of the said lots of ground, the most recent being in the amount of $65,000.00.

8. It appears to Petitioner that there is substantial interest in the lots, 57 of which are located at a development known as "Harbor View" located approximately 4 miles from the Kent Island terminus of the Chesapeake Bay Bridge and that therefore the best price for the lots is likely to be obtained if they are sold at public auction and the sale is broadly advertised.

WHEREFORE, the Petitioner recommends that the aforesaid lots of ground be sold at Public Auction by A. J. Billig and Co., Auctioneers, 16 E. Fayette Street, Baltimore, Maryland.

C. M. Zacharski, Jr.

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

Eugene A. Alexander, III
553 Title Building
Baltimore, Maryland 21202
752-6010
Attorney for Substitute
Receiver, First Fidelity
Savings and Loan Association

(EXHIBIT A)

FILED
FOURTH JUDICIAL DISTRICT COURT
OF UTAH COUNTY, STATE OF UTAH
1972 JUN 30 PM 5:34
WILLIAM E. HUISH, CLERK
DEPUTY

DALLAS H. YOUNG, JR.
IVIE, YOUNG & STOTT
Attorneys for Petitioner
48 North University Avenue
Provo, Utah 84601
Telephone: 375-3000

IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY,

STATE OF UTAH

In the Matter of the Suspension and Liquidation of UTAH SAVINGS AND LOAN ASSOCIATION, a Utah corporation.	)))	Civil No. 30,309 PETITION

Comes now the petitioner, W. Smoot Brimhall, Commissioner of Financial Institutions of the State of Utah, and respectfully shows the following to the court:

1. Petitioner is the duly appointed and acting Commissioner of Financial Institutions of the State of Utah. Hereafter throughout this proceedings he will be referred to as the Commissioner.

2. On the 5th day of December, 1966, this petitioner, pursuant to and by authority of the banking laws of this state, took possession of the business and property of Utah Savings and Loan Association for the purpose of suspending and liquidating or reorganizing its business, and thereafter petitioned this court to assume jurisdiction as provided by law.

3. Pursuant to hearing on said petition on December 16, 1966, the above court entered its Order assuming jurisdiction of this matter as provided by law.

4. The Commissioner has received an offer from Stephen B. Phelps, Beckie P. Phelps and Max Pope to purchase from the Commissioner for the price of $23,000.00 the below described property. The property is described in the Inventory as Property Owned Nos. 621 and 622 at a book value of $20,000.00. It is shown on page 76 of the Inventory (C4080 and C4081) and consists of two duplexes located at 610-614 Keele Street and 620-624 Keele Street, Montpelier, Idaho. The purchase price is payable

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ATTORNEYS AT LAW
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PROVO, UTAH 84601
AREA 801 . 375-3000

within thirty (30) days of court approval. A down payment of 15% has been received. Petitioner will be liable for a sales commission of 5% in the event the same is consummated. The property is described as follows:

> Lots 6 and 7, Block 5, NORTH PARK ESTATES ADDITION NO. 1 to the City of Montpelier, COunty of Bear Lake, State of Idaho.

5. On June 9, 1965, the Clerk of the United States District Court for the District of Maryland entered a judgment by confession in that court against Utah Savings and Loan Association and First Fidelity Thrift Savings and Loan Association, a Utah corporation.

The judgment was based upon a writing purporting to be a "Confess Judgment Promissory Note" dated June 7, 1961. The note was allegedly executed by D. Spencer Grow as an officer and agent of Utah Savings and Loan Association and First Fideltiy Thrift Savings and Loan Association.

Pursuant to the rules of the District Court of Maryland, a show case order was issued to Utah Savings and Loan Association, a Utah Corporation, to appear and show cause, if any they had, why the judgment should be opened, vacated, or set aside. Both Utah Savings and Loan Association and First Fidelity Thrift Savings and Loan Association appeared pursuant to the order to show cause. The correct name of the Utah corporation was First Fidelity Thrift and Loan Association, Inc. and not First Fidelity Thrift Savings and Loan.

A recital of the foregoing matters as well as a summary of the subsequent proceedings in the Maryland court is set forth in detail in the "Pre Trial Memorandum of Plaintiff Re: Matters Other Than Discovery", a copy of which is annexed hereto as Exhibit "A".

The response of the Commissioner to Exhibit A is attached

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AREA 801 - 375-3000

as Exhibit B.

In addition to the action in Maryland, actions have been filed by the Maryland plaintiff in the United States District Court of Utah, Central Division and in the District Court of Utah County. The action filed in the United States District Court was dismissed pursuant to a motion of the defendant. The action in the District Court of Utah County, Civil No. 31,609 is still pending.

The judgment as entered represented $650,000.00 principal, interest of $136,000.00 and costs of suit of $20,000.00. Plaintiff claims that a total of in excess of $1,300,000.00 is owed upon the judgment.

The Commissioner has conducted lengthy negotiations with the Receiver. He has employed the services of accountants and has utilized the services of his counsel both in Utah and Maryland in extensive efforts to reconstruct the events out of which the Maryland litigation arose. He has caused thorough and complete legal analyses to be made with respect to his prospects of defending the action in Maryland. He has explored in detail his chances of recovering any sums which he might have to pay either in satisfaction of a judgment or in settlement of the claim from the parties who were involved in the transaction.

The Commissioner's counsel met with counsel for the Receiver in Maryland and on two occasions in Utah. On those occasions information which could have been obtained as a result of discovery proceedings by both sides was exchanged in an effort to avoid expenses of counsel. The legal claims and defenses of both parties have been set forth in detail in the written memoranda and in private communications to the Commissioner from his counsel.

The prospects of success or defeat in the Maryland proceeding, the matter of appealing any adverse judgment, and the costs

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LIBER 7 ☐787

of pursuing the litigation in Maryland as well as possible litigation in the Utah courts following a resolution of the action in the federal courts have all been considered at length by counsel, the Commissioner, and by the Commissioner in consultation with his Advisory Board.

As a result of the negotations with the Receiver, the Receiver sought permission from the court having jurisdiction of the receivership in Maryland to accept the sum of $200,000.00 cash and sixty-one lots located on Kent Island, Maryland from the Commissioner in full settlement of his claim. The value of the lots is thought to be approximately $50,000.00. In the judgment of the Commissioner the interest of the savers will be served by compromising the dispute and paying the money and delivering title to the property in full settlement of the claim. The Commissioner desires to pay that amount of cash and convey the land in settlement of the dispute, and seeks this court's approval of that action.

WHEREFORE, petitioner asks the court's approval of the items contained in this petition.

Dated: June 30, 1972.

W. SHOOT BRIMHALL, Commissioner of Financial Institutions of the State of Utah, in Charge of the Business and Assets of Utah Savings and Loan Association

By S. E. JACOBSEN, Deputy Examiner

DALLAS H. YOUNG, JR.
Attorney for Petitioner

STATE OF UTAH)
: ss.
County of Utah)

S. E. Jacobsen, being first duly sworn, deposes and says: That he is a duly appointed Deputy Examiner of Utah Savings and Loan Association; that he has read the above and foregoing

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ATTORNEYS AT LAW
P. O. BOX 672
PROVO, UTAH 84601
AREA 801 . 375-3000

petition, knows the contents thereof, and that the same is true to the best of his knowledge, information and belief.

S. E. JACOBSEN

Subscribed and sworn to before me this 21 day of June, 1972.

Notary Public

My Commission Expires:

(EXHIBIT B)

DALLAS H. YOUNG, JR.
IVIE, YOUNG & STOTT
Attorneys for Petitioner
48 North University Avenue
Provo, Utah 84601
Telephone: 375-3000

IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY,

STATE OF UTAH

In the Matter of the Suspension and Liquidation of UTAH SAVINGS AND LOAN ASSOCIATION, a Utah corporation.	))))	Civil No. 30,309 ORDER

The petition of the Commissioner of Financial Institutions of the State of Utah in charge of the Business and Assets of Utah Savings and Loan Association asking court's approval of a proposed settlement of a claim made by Casamir M. Zacharski, Substitute Receiver of First Fidelity Savings and Loan Associaton, a Maryland corporation, against the assets of Utah Savings and Loan Association, came on regularly for hearing on July 7, 1972 before the Hon. Allen B. Sorensen, Judge. The Commissioner was represented by Mr. David K. Watkiss of the firm of Pugsley, Hayes, Watkiss, Campbell & Cowley; no one appeared in behalf of Utah Savings and Loan Association. The court considered the Commissioner's petition, the exhibits thereto and heard argument from counsel.

It appeared to the court that Casamir M. Zacharski, Substitute Receiver for First Fidelity Savings and Loan Association is the owner of a judgment against Utah Savings and Loan Association, a Utah Corporation, which judgment was entered on the 9th day of June, 1965, in the United States District Court for the District of Maryland; that the validity and finality of that judgment and its effect upon the assets now in the possession of the Commissioner is disputed. That litigation now pends in the United States District Court for the District of Maryland and in the District Court of Utah County respecting the effect of

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ATTORNEYS AT LAW
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PROVO, UTAH 84601
AREA 801 • 375-3000

the claimed judgment; that based upon the claimed judgment the Substitute Receiver has asserted a claim against the assets of Utah Savings and Loan Associaton which are in the possession of the Commissioner; that the Commissioner owns sixty-two residential lots which are located on Kent Island, Maryland, which have an estimated value of approximately Fifty Thousand ($50,000.00) Dollars; that the lots are subject to the judgment lien of the Substitute Receiver; that the claim of the Substitute Receiver with interest now amounts to a sum in excess of One Million Three Hundred Thousand ($1,300,000.00) Dollars; that final court determination of the liability or non-liability of the assets of Utah Savings and Loan Association for the claim would require prolonged and expensive litigation in the federal courts as well as the courts of Utah; that a genuine dispute exists both with respect to the merits of the claim of the Substitute Receiver as well as to the procedural method utilized by the Substitute Receiver to seek to collect his claim; that the Commissioner has received an offer from the Substitute Receiver which offer bears the approval of the appropriate court in Maryland having jurisdiction of the liquidation of First Fidelity Savings and Loan Association to settle his claim for the sum of Two Hundred Thousand ($200,000.00) Dollars and a conveyance of the Commissioner's interest in the lots on Kent Island, Maryland which are described as follows:

Lot 48, Block B, Kent Island Estates, Section 3
Lots 4 and 5, Block A, Romanoake on the Bay
Lot 21, Block 18, Bay City Section Two
Lot 12, Block 19, Bay City Section Two
Lots 1 to 8 in Block C, Harbor View
Lots 1 to 7, 53, 54, 55, 56, 57, 58, Block D, Harbor View
Lots 7, 8, 9, 10, 11, 13, 14, 16, Block E, Harbor View
Lots 8, 11, 12, 13, 14, 15, 16, 23, 24, Block I, Harbor View
Lots 4, 7, 8, 10, 11, 12, Block J, Harbor View
Lots 4, 5, 6, 7, 8, 9, 25, 26, 27, 28, 29, 30 and 31, Block P, Harbor View.

It appears to the court that the liquidation of the assets of Utah Savings and Loan Association would be expedited and the cost of administering the Association's assets would be reduced

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PROVO, UTAH 84601
AREA 801 • 375-3000

by the settlement of the claim and it further appearing that the offered sum for settlement is reasonable considering the merits of the litigation and the expense attendant to a resolution of the litigation;

IT IS THEREFORE ORDERED: that the Commissioner's request to settle the dispute in consideration of the payment by him of the sum of Two Hundred Thousand ($200,000.00) Dollars and the conveyance of the foregoing described real property located in the State of Maryland be and it is hereby approved.

BY THE COURT:

Dated: August 2, 1972.

/s/ Allen B. Sorensen

ALLEN B. SORENSEN, JUDGE

E. YOUNG & STOTT
ATTORNEYS AT LAW
P. O. BOX 872
PROVO, UTAH 84601
AREA 801 • 375-3000

(EXHIBIT C)

Steinbach Real Estate
2207 E. BALTIMORE STREET
BALTIMORE, MD. 21231
675-4500

RALPH STEINBACH
BROKER
BETTYE STEINBACH
ASSOC. BROKER
LEONARD A. STEINBACH
ASSOC. BROKER

SALES
APPRAISALS
MANAGEMENT

January 26, 1973

Mr. C. M. Zacharski, Jr.
1513 Fidelity Bldg.
Baltimore, Md. 21201

Professional Services

Appraisals

57 Lots - Harbor View Estates

2 Lots - Bay City Estates

2 Lots-Roman Coke Estates

1 Lot-Kent Island Estates

Total 62 Lots

4th Election District of Queen Annes Co., Eastern Shore, Md.

January 24, 1973 $650.00

Ralph Steinbach

LIBER 7 792

Appraisal

of 62 Lots

4th Election District of

Queen Annes Co.

Eastern Shore, Md.

Appraised for

Mr. C. M. Zacharski, Jr.

1513 Fidelity Bldg.

Balto., Md. 21201

Appraised by

Mr. Ralph Steinbach

Steinbach Real Estate

2207 E. Baltimore St.

Baltimore, Md., 21231

Jan. 24, 1973

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Steinbach Real Estate
2207 E. BALTIMORE STREET
BALTIMORE, MD. 21231
675-4500

RALPH STEINBACH
BROKER
BETTYE STEINBACH
ASSOC. BROKER
LEONARD A. STEINBACH
ASSOC. BROKER

SALES
APPRAISALS
MANAGEMENT

January 25, 1973

Mr. C. M. Zacharski Jr.
1513 Fidelity Building
Baltimore, Maryland 21201

Re: Appraisal
62 Lots - 4th Election District of
Queen Annes County, Eastern Shore, Md.

Dear Mr. Zacharski:

In accordance with your request, I have made an examination of the above lots for the purpose of forming an opinion of the fair market value thereof.

I have examined comparable sales and surrounding areas deemed pertinet in determing its value.

I hereby certify, that to the best of my knowledge and belief, the facts and data used herein are true and correct, subject to the limiting conditions and underlying assumptions herein set forth.

That neither my employment, nor compensation for making this report is contingent upon the values herein.

As a result of my investigation, I am of the opinion that the fair market value of the subject lots as of January 24, 1973, as an entirety is Sixty Thousand Dollars ($60,000.00) in fee simple.

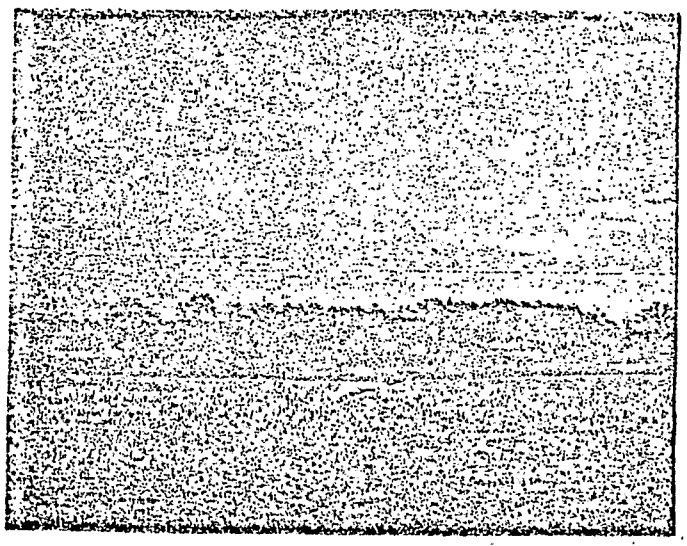
Respectfully submitted,

Ralph Steinbach

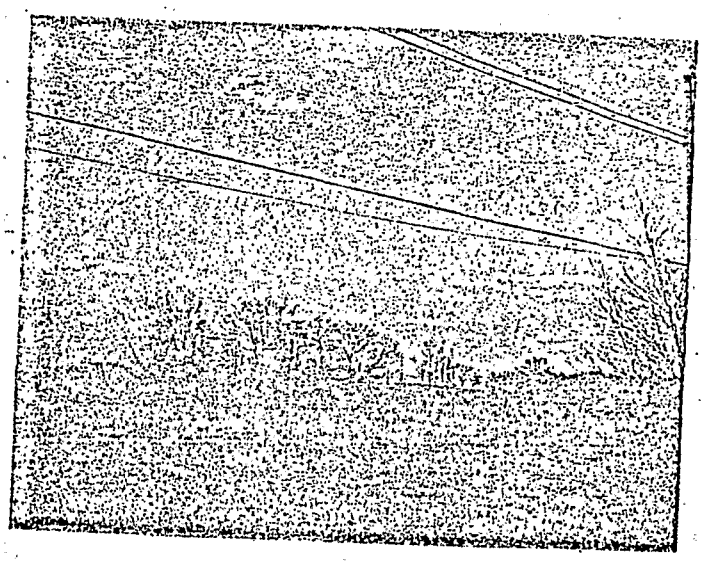
bs

Ralph Steinbach

PICTURES
Harbor View Estates

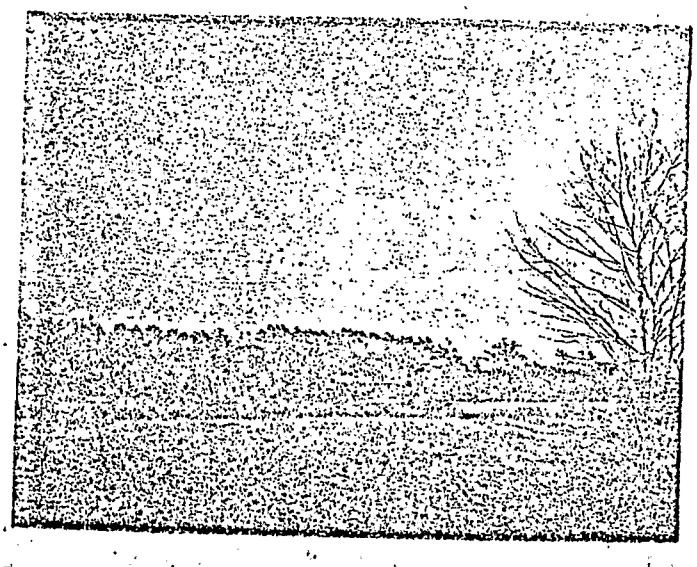


Front view - gulley in center

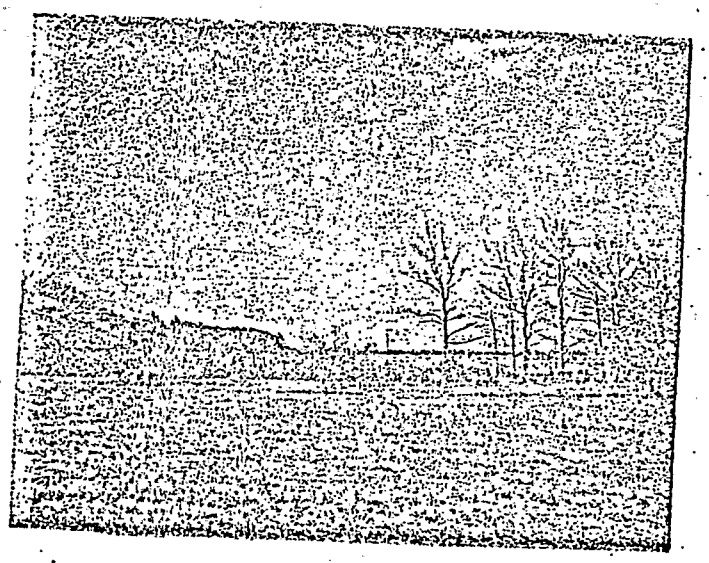


Front view

PICTURES
Harbor View Estates



Side view - creek in rear



Panoramic view

STATEMENT OF LIMITING CONDITIONS AND ASSUMPTIONS

This appraisal is made based on the following assumptions:

1. It is assumed that title to the property is good and marketable.

2. This appraisal is not based on the completion of projected public or private improvements.

3. No responsibility for legal matters is assumed and no right to expert testimony is included.

4. No survey has been made. Valuation is reported without regard to questions of title, boundaries, encumbrances and encroachments.

5. Value reported assumes that all taxes and assessments have been paid.

PURPOSE OF APPRAISAL

The purpose of this appraisal is to estimate the Fair Market Value of 62 lots in Queen Anne's County, Maryland.

DEFINITION OF FAIR MARKET VALUE

Fair Market Value is defined as the amount of money an informed buyer is willing but not compelled to buy, and an informed seller is willing but not compelled to sell, each given a reasonable time to decide.

EFFECTIVE DATE OF APPRAISAL

Effective date of Appraisal is January 24, 1973.

ZONING

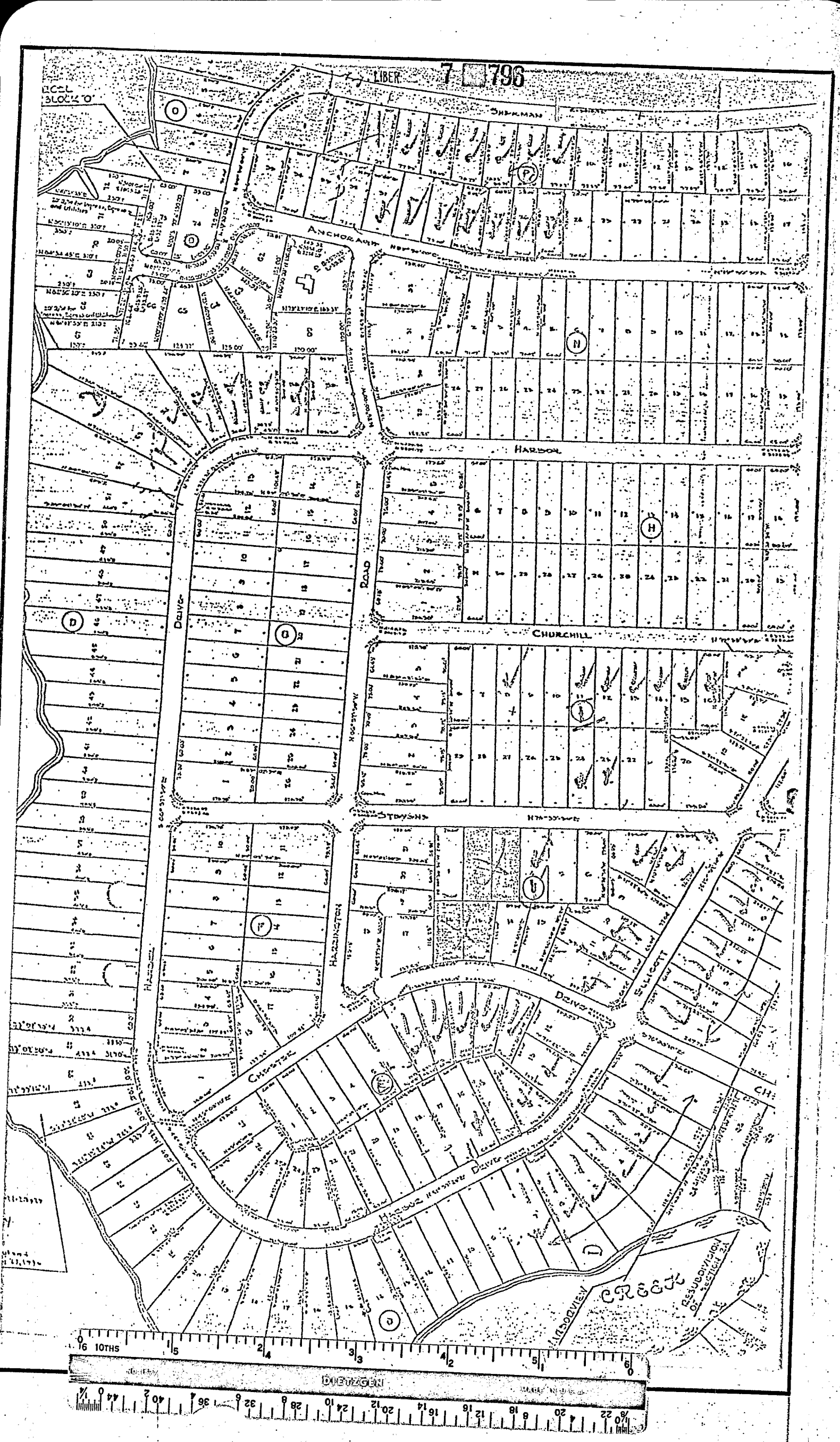
Subject lots are zoned residential. A zoning law as of 1964, requires a minimum of 15,000 sq. ft. per house. Building permits are issued subject to percolation tests first meeting required standards.

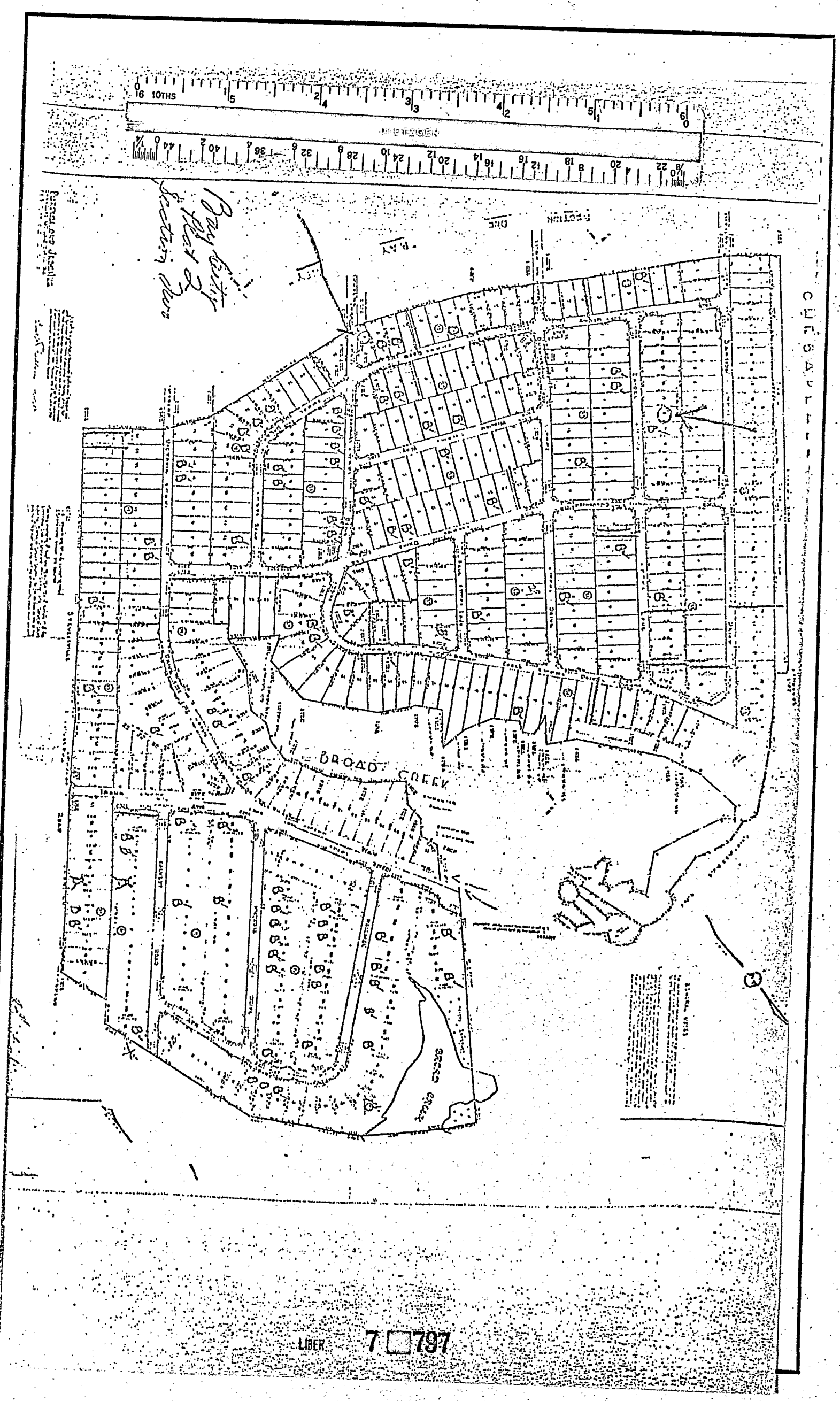
Percolation in these areas are not considered "good".

There is also a restriction against "modular" or "mobile homes."

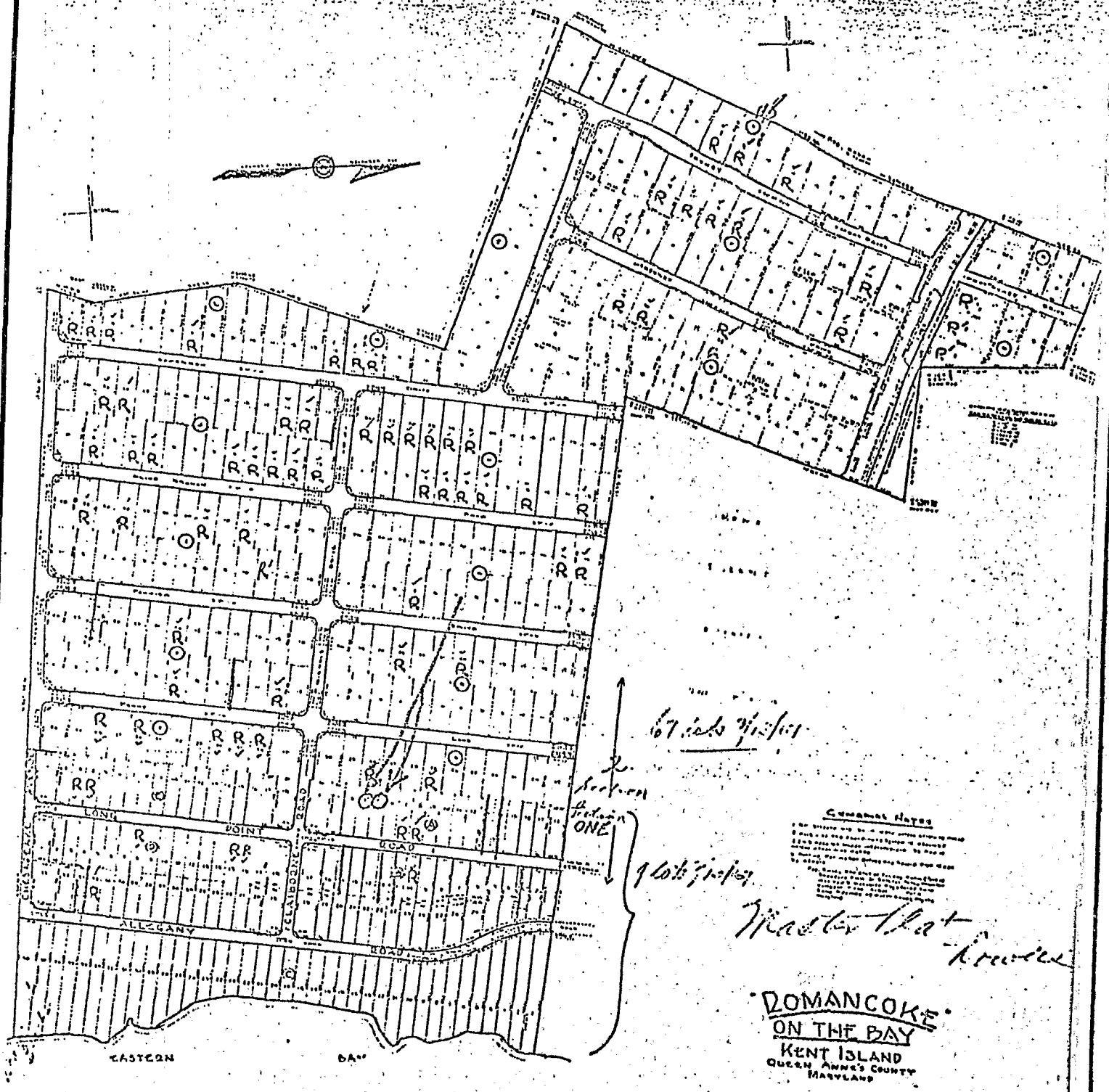
UTILITIES

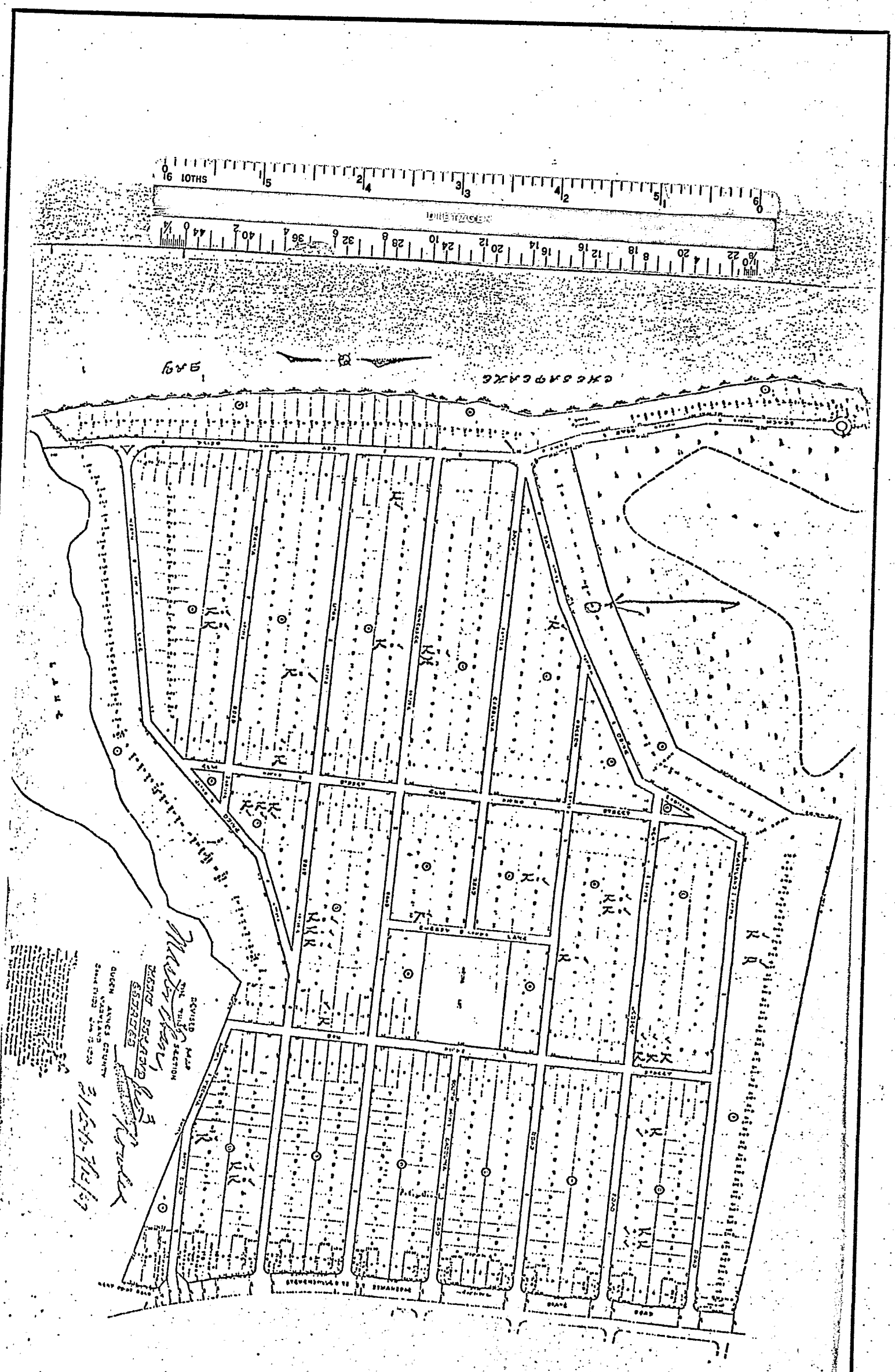
The only utilities available are electric, telephone and bottled gas. Sewer is by means of a septic tank, water by individual artesian wells.


LIBER 7 796
SHERMAN
ANCHORAGE
HARBOR
CHURCHILL
STEVENS
HARRINGTON
ELLICOTT
DRIVE
CHESTER
HARBOR
CREEK
RESUBDIVISION OF SECTION 2A
DIETZGEN


Bay City
Plat 2
Section Two
BROAD CREEK
BROAD CREEK

LIBER 7 798


LONG POINT ROAD
ALLEGANY ROAD
EASTERN BAY
ROMANCOKE
ON THE BAY
KENT ISLAND
QUEEN ANNE'S COUNTY
MARYLAND


10THS
DIETZGEN
CHESAPEAKE
BAY
REVISED MAP
THE THIRD SECTION
QUEEN ANNES COUNTY
MARYLAND

NEIGHBORHOOD DATA

There are a total of sixty-two (62) lots, all located in the 4th Election District of Queen Annes County, Maryland, on the Eastern Shore.

They are as follows:

57 lots in the Harbor View Estates
2 lots in the Bay City Estates
2 lots in the Roman Coke Estates
1 lot in the Kent Island Estates
62 - total

Harbor View Estates is located in Stevensville, Md., approximately four miles beyond the Bay Bridge off Route 301. It is approximately one half mile square, consisting of individual owner occupied homes located on one half acre lots more or less.

The streets are hard surface, fairly wide and well travelled.

It is a well planned development within reasonable distance to shopping areas, grocery and chain stores, schools and churches.

It is approximately fifteen minutes from Annapolis and one hour from Baltimore by car.

Information received from a resident indicates there is a severe drainage problem therefore there are no basements.

Although all the fifty-seven lots herein located are not all contiguous, there are however a sufficient number that are thereby providing sufficient area for building homes in compliance with the zoning and building laws.

They are located primarily on Harbor View Rd., Ellicott, Chester and Stevens Drive.

There is one lot in the Kent Island Estates located in Block "5"- Lot 42 having an area of 60' frontx190' deep or a total of 11,400 square feet. In accordance with the zoning requirements it is not possible to build hereon.

There are two lots in the Roman Coke Estates located in Block "A" on lots 4 and 5 each having an area of 50' frontx200' deep or a total of 20,000 square feet. In accordance with the zoning requirement one house can be built thereon.

Each of the above is located approximately twelve miles from the Bay Bridge.

NEIGHBORHOOD DATA - continued

There are two separate lots in the Bay City Estates located in Block "18" - lot 21 and Block "19" - lot 18 - each having an area of 75' frontx200' deep or a total of 15,000 square feet each. In accordance with the zoning requirement one house can be built on each lot. These are located approximately six miles from the Bay Bridge.

Zoning and Utilities are identical for all sixty-two (62) lots.

SUMMARY OF SALIENT FACTS

Harbor View Estates

Block "C" lots 1 through 8

1-72.59'(F)x247.73(D) Ellicott and Chester Drive)	equals	17,803 Sq. Ft. (Corner
2-60'(F)x267.49'(D)	equals	16,049 Sq. Ft.
3-60'(F)x257.38'(D)	equals	15,443 Sq. Ft.
4-60'(F)x252.7' (D)	equals	15,162 Sq. Ft.
5-60'(F)x247.6' (D)	equals	14,858 Sq. Ft.
6-60'(F)x247.05'(D)	equals	14,823 Sq. Ft.
7-60'(F)x236.94'(D)	equals	14,216 Sq. Ft.
8-44'(F)x236.9' (D) Ellicott and Stevens Drive)	equals	10,423 Sq. Ft. (Corner

Block "D" lots 1 through 7

1-68.5'(F)x256.61'(D) Chester and Harbor View Drive)	equals	17,578 Sq. Ft. (Corner
2-60' (F)x288.2' (D)	equals	17,292 Sq. Ft.
3-59' (F)x289.95'(D)	equals	17,107 Sq. Ft.
4-60' x(F)293.77' (D)	equals	17,626 Sq. Ft.
5-60' (F)x317' (D) possible marsh land)	equals	19,020 Sq. Ft. (Waterfront,
6-60' (F)x310' (D) part of rear in water)	equals	18,600 Sq. Ft. (Wetland
7-60' (F)x310' (D) water)	equals	18,600 Sq. Ft. (Rear in

Block "D" lots 53 through 58

53-50'(F)x448'(D) Creek-corner Harbor View Drive)	equals	22,350 Sq. Ft. (Part on
54-50'(F)x448'(D) Creek)	equals	22,250 Sq. Ft. (Part on
55-50'(F)x291'(D)	equals	14,550 Sq. Ft.
56-50'(F)x289'(D)	equals	14,450 Sq. Ft.
57-70'(F)x203'(D)	equals	14,210 Sq. Ft.
58-70'(F)x200'(D)	equals	14,000 Sq. Ft.

Block "E" lots 7 through 11

7-82'(F)x204'(D)	equals	16,728 Sq. Ft.
8-82'(F)x204'(D)	equals	16,728 Sq. Ft.
9-82'(F)x193.49'(D)	equals	14,868 Sq. Ft.
10-82'(F)x181.69'(D)	equals	14,878 Sq. Ft.
11-84.83'(F)x180'(D)	equals	14,233 Sq. Ft.

Lots 13-14-16

13-72.74'(F)x157.36'(D)	equals	11,446 Sq. Ft.
14-116.84'(F)x216.80'(D)	equals	25,268 Sq. Ft.
16-60'(F)x230.51'(D)	equals	13,830 Sq. Ft.

SUMMARY OF SALIENT FACTS - continued

Harbor View Estates - continued

Block "I" lots 8-11-12-13-14-15-16 also 23 and 24

8-60'(F)x200'(D)	equals	12,000 Sq. Ft.
11-60'(F)x200'(D)	equals	12,000 Sq. Ft.
12-60'(F)x200'(D)	equals	12,000 Sq. Ft.
13-60'(F)x200'(D)	equals	12,000 Sq. Ft.
14-60'(F)x200'(D)	equals	12,000 Sq. Ft.
15-60'(F)x200'(D)	equals	12,000 Sq. Ft.
16-60'(F)x200'(D)	equals	12,000 Sq. Ft.
23-60'(F)x200'(D)	equals	12,000 Sq. Ft.
24-60'(F)x200'(D)	equals	12,000 Sq. Ft.

Block "J" lots 4-7-8-10-11-12

4-70'(F)x175'(D)	equals	12,250 Sq. Ft.
7-140'(F)x145'(D) on Stevens Drive)	equals	20,300 Sq. Ft. (Corner lot-
8-84'(F)x162.39'(D)	equals	13,639 Sq. Ft.
10-65'(F)x232'(D)	equals	15,080 Sq. Ft.
11-68'(F)x218'(D)	equals	14,170 Sq. Ft.
12-209'(F)x103.24'(D)	equals	21,577 Sq. Ft.

Block "P" lots 4 through 9- and 25 through 31

4-77'(F)x151'(D)	equals	11,627 Sq. Ft.
5-73'(F)x158'(D)	equals	12,324 Sq. Ft.
6-75'(F)x165'(D)	equals	12,375 Sq. Ft.
7-75'(F)x164'(D)	equals	12,300 Sq. Ft.
8-75'(F)x162'(D)	equals	12,150 Sq. Ft.
9-75'(F)x157'(D)	equals	11,775 Sq. Ft.
25-67'(F)x170'(D)	equals	11,390 Sq. Ft.
26-60'(F)x169'(D)	equals	10,140 Sq. Ft.
27-70'(F)x167'(D)	equals	11,690 Sq. Ft.
28-74'(F)x160'(D)	equals	11,200 Sq. Ft.
29-75'(F)x160'(D)	equals	12,000 Sq. Ft.
30-75'(F)x160'(D)	equals	12,000 Sq. Ft.
31-75'(F)x160'(D)	equals	12,000 Sq. Ft.

SUMMARY OF SALIENT FACTS - continued

Kent Island Estates

Block "B" lot 42

42-60'(F)x190'(D)	equals	11,400 Sq. Ft.

Roman Coke Estates

Block "A" lots 4 and 5

4-50'(F)x200'(D)	equals	10,000 Sq. Ft.
5-50'(F)X200'(D)	equals	10,000 Sq. Ft.

Bay City Estates

Block "18" lot 21

21-75'(F)x200'(D)	equals	15,000 Sq. Ft.

Block "19" lot 12

12-75'(F)x200'(D)	equals	14,000 Sq. Ft.

*Note - In the above schedule (F) indicates frontage and (D) depth of each lot.

COMPARABLE SALES

Harbor View Estates

Date - August 2, 1972
From - Ruth Z. Foster
To - Robert L. George and Wife
Address - Lot 49 - Block "D"
Selling Price - $4500.00

Date - August 4, 1972
From - James I. Robinson and Wife
To - Walter J. Jentile
Address - Lot 11 and ½ of lot 10 - Block "G"
Selling Price - $3600.00

Date - June 30, 1972
From - Jos. S. Downey Jr. and Wife
To - Frank E. Perrone and Wife
Address - Lot 43 - Block "I"
Selling Price - Leasehold and lot - $8000.00

Date - June 30, 1972
From - Jos. S. Downey Jr. and Wife
To - Chas. Jenkins and Wife
Address - Lot 42 - Block "I"
Selling Price - Leasehold and lot - $2000.00

Roman Coke Estates

Date - July 5, 1972
From - Gilbert Lersey and Wife
To - Thos. A. Edelkeit and Wife
Address - Lot 1 - Block "I" Section 2
Selling Price - $1700.00

Kent Island Estates - C.W.C. 42/392

From - Ainsworth Co.
To - Chester C. Windsor Jr.
Address - 2 lots - Section 1
Selling Price - $1100.00 on both

Bay City Estates

Date - August 3, 1972
From - Lucille Clagett-Representative for Estate of Dora A. Kriel
To - C. Leroy Thompson and Wife
Address - Lot 7 - Block 38 Section 2
Selling Price - $1400.00

REFERENCES

Market Place
Record Office - Court House - Centreville, Maryland

ANALYSIS AND INTERPRETATION OF DATA

The normal appraisal calls for employment of the three basic approaches in arriving at a value. They are the Cost Approach, the Income Approach, and the Market Data Approach.

Inasmuch as this appraisal involves only lots, the Income and Cost Approaches were not applicable.

Although comparable sales were available, each comparable involved sales of single choice lots. In this appraisal all were neither choice nor desirable lots; as a matter of fact, a few are on marsh and wet land, and may find percolation results unsatisfactory. Also not all have sufficient area to build thereon.

Therefore, this appraisal is based on the total package and not as single units.

FINAL ESTIMATE OF VALUE

It is my opinion, that the Fair Market Value of the sixty-two (62) lots in its entirety as of January 24, 1973, is Sixty Thousand Dollars in fee simple.

$60,000.00

QUALIFICATION OF APPRAISER

Education and Background:

Graduate of Baltimore City College
University of Maryland 1929-1932
University of Baltimore 1933-1934
Johns Hopkins University 1971-1972
1. Real Estate Appraisal Course
2. Advanced Real Estate Appraisal Course

Experience:

Real Estate Broker 1943 to Present
Optionor for City of Baltimore 1956-1957
Investigator for Real Estate Commission of Maryland 1958-1971
Past three years devoted to appraisal work

Appraisals made for:

Banks
Building and Loan Associations
Attorneys
Trust Estates
Individuals
Qualified before Courts of Baltimore City and Baltimore Counties
State Highway Administration
State of Maryland - Department of General Services

1/30/73

EX PARTE	*	IN THE
IN THE MATTER OF	*	CIRCUIT COURT
FIRST FIDELITY SAVINGS AND	*	OF
LOAN ASSOCIATION, INC.	*	BALTIMORE CITY
	*	102A/~~424~~ccc/1962

* * * * * * * * *

ORDER

Upon the aforegoing Petition, it is this 12th day of January, 1973, by the Circuit Court of Baltimore City

ORDERED, that Casimir M. Zacharski, Jr., Substitute Receiver of First Fidelity Savings and Loan Association, Inc., be and he is hereby authorized and directed to sell the 62 unimproved lots of ground more particularly described in the aforegoing Petition at Public Auction and

FURTHER ORDERED, that the said Casimir M. Zacharski, Jr., Substitute Receiver, be and he is hereby authorized to receive bids subject to his right to reject them if the highest bid, in his opinion, does not represent fair market value or is not in the best interest of the freeshare holders of the said First Fidelity Savings and Loan Association, Inc., and

FURTHER ORDERED, that he be authorized to retain A. J. Billig and Co., Auctioneers, 16 E. Fayette Street, Baltimore, Maryland to sell the said unimproved lots of ground at auction upon the conditions herein provided.

Judge

LIBER 7 806

State of Maryland,

City of Baltimore, ss:

I, Louis Cohen ~~HENRY J. RIPPERGER,~~ Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the original Petition and Order of Court

now on file in this office in the cause therein entitled as above.

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT, this 25th day of October A. D., 19 73

Louis Cohen

Clerk.

Filed Jan 27, 1974

Fd. 2nd June 1962

A-42857
1962

EX PARTE
IN THE MATTER OF
FIRST FIDELITY SAVINGS
AND LOAN ASSOCIATION

IN THE CIRCUIT COURT
OF
BALTIMORE CITY

PETITION OF DIRECTOR OF STATE DEPARTMENT OF ASSESSMENTS AND TAXATION FOR APPOINTMENT OF CONSERVATOR BY CONSENT AND AGREEMENT

The petition of Albert W. Ward, Director of the State Department of Assessments and Taxation of the State of Maryland, by Thomas B. Finan, Attorney General of the State of Maryland, Joseph S. Kaufman, Deputy Attorney General, and Eugene A. Alexander, Special Attorney, pursuant to Section 160K of Chapter 1 of the Laws of the Special Session of the General Assembly of 1961, respectfully represents:

1. Your petitioner by Section 160F of Chapter 1 of the Laws of the Special Session of the General Assembly of 1961 has been granted the power and duty to have and exercise general supervision over all building, savings and loan or homestead associations theretofore or thereafter organized under the laws of this State and all foreign building, savings and loan or homestead associations duly authorized to do business in this State.

2. First Fidelity Savings and Loan Association is a savings and loan association organized under the laws of this State. Its principal office is located at 215 East Fayette Street, Baltimore 2, Maryland.

3. As of May 29, 1962, an extensive and exhaustive examination of the books, records and business operations of First Fidelity Savings and Loan Association was completed by the Deputy Supervisor of the Savings and Loan Division of the State Department of Assessments and Taxation of the State of Maryland, and by the staff of examiners of the department under his supervision.

A-42857 (1) (3)

4. Upon completion of the examination of the books, records and business operations of First Fidelity Savings and Loan Association by the Deputy Director of the Savings and Loan Division and the staff of examiners of the department under his supervision, as aforesaid, the officers and directors of First Fidelity Savings and Loan Association have agreed with your petitioner that the best interests of the Association and of its shareholders require that a Conservator be appointed, as herein prayed, and have agreed that the requirement of the issuance by your petitioner of a final order and a hearing thereon, as prerequisite to the appointment of such Conservator, should be waived. In accordance with such agreement, the officers and directors of the Association have, by corporate resolution, consented to the appointment of a Conservator, as herein prayed, a copy of which resolution is attached hereto and made part hereof as petitioner's Exhibit A.

5. WHEREFORE, your petitioner prays that this Honorable Court issue its order appointing him Conservator of and for First Fidelity Savings and Loan Association, pursuant to and with all the powers conferred by Section 160K of Chapter 1 of the Laws of the Special Session of the General Assembly of 1961, and directing your petitioner to retain special counsel, the expenses thereof to be paid by the Association.

AND as in duty bound, etc.

Thomas B. Finan
Attorney General

Joseph S. Kaufman
Deputy Attorney General

Eugene A. Alexander
Special Attorney
10 Light Street
Baltimore 2, Maryland
Telephone: 539-5413
Solicitors for Petitioner

EX PARTE

IN THE MATTER OF
FIRST FIDELITY SAVINGS AND
LOAN ASSOCIATION

IN THE
CIRCUIT COURT
OF
BALTIMORE CITY

ORDER

Upon the Petition of Albert W. Ward, Director of the State Department of Assessments and Taxation, and the Resolution attached thereto as Exhibit A, the Court having found that it would be in the best interests of First Fidelity Savings and Loan Association and its free shareholders and in the public interest that a Conservator be appointed for said Association; and the said Association having waived the requirement of the issuance by the Petitioner of a final order and a hearing thereon as a prerequisite to the appointment of such Conservator,

IT IS THEREFORE ORDERED this 2nd day of June, 1962, by the Circuit Court of Baltimore City that Albert W. Ward, Director of the State Department of Assessments and Taxation of the State of Maryland, be and he hereby is appointed Conservator of First Fidelity Savings and Loan Association, pursuant to and with all the powers conferred by Section 160K of the Laws of the Special Session of the General Assembly of 1961 (Article 23, Sections 160A to 160KK), subject to the further order of this Court.

Judge

LIBER 7 809

LIBER 7 810

EX PARTE
IN THE MATTER OF
FIRST FIDELITY SAVINGS AND
LOAN ASSOCIATION, INC.

IN THE
CIRCUIT COURT
OF BALTIMORE CITY
A-424-1962 A-42857

ORDER

The above cause having come on for a hearing in open Court on the Report of the Conservator of First Fidelity Savings and Loan Association, Inc., a body corporate, and the Order Nisi of the Court thereon, and Answers thereto, and on the Petition for the appointment of a Receiver filed through the office of the Attorney General of Maryland on behalf of the Board of Building, Savings and Loan Commissioners in compliance with the provisions of Section 161 L of Article 23 of the Annotated Code of Maryland (1962 Supplement), testimony having been taken, many of the free shareholders of said Association having been present in person and heard, counsel for the parties having been heard, the proceedings were, by the Court, read and considered.

It is thereupon, this 1st day of August, 1963, by the Circuit Court of Baltimore City, under the authority granted to the Court by the provisions of Section 161 L of Article 23 of the Annotated Code of Maryland (1962 Supplement) and for the reasons set forth by this Court in its oral opinion of July 31, 1963, ORDERED that Harry B. Wolf, Jr., be, and he is hereby appointed Receiver of the said First Fidelity Savings and Loan Association, Inc., a body corporate, with full power and authority to take charge and possession of the goods, chattels, wares, papers and all assets, of, or belonging to the said First Fidelity Savings and Loan Association, Inc., a body corporate, and to collect the outstanding debts due said Association, and to proceed, under the direction of this Court with an orderly liquidation of all of the assets of said Association.

Recorded

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It is further Ordered that the said Harry B. Wolf, Jr., as Conservator of the First Fidelity Savings and Loan Association, Inc., a body corporate, is hereby required and directed to yield and deliver unto himself as Receiver for said Association all of the goods, chattels, wares, papers and all assets of the said Association, subject, nevertheless, to the further direction of this Court and it is further Ordered that thereupon the said Harry B. Wolf, Jr., shall be discharged as Conservator of said Association, and that the Conservatorship of said Association shall cease.

It is further Ordered that before the said Harry B. Wolf, Jr., shall proceed to act as Receiver by virtue of this Order, he shall give bond to the State of Maryland in the penalty of One Hundred Thousand Dollars ($100,000.00), with a surety or sureties to be approved by this Court, or the Clerk thereof, and conditioned for the faithful performance of the trust reposed in him by this Court, or which may be reposed in him by any further Decree or Order in the premises.

Upon the request of said Harry B. Wolf, Jr., it is further Ordered, that H. Paul Rome, Esquire, and Eugene A. Alexander, III, Esquire, Attorneys, be, and they are hereby appointed counsel for the said Harry B. Wolf, Jr., Receiver.

It is further Ordered that the said Receiver shall pay all costs and expenses of the Conservatorship of said Association as may be approved by this Court, said costs to be paid from the assets of the Association that shall come into the hands of the Receiver.

Reuben Oppenheimer

Judge

LIBER 7 812

Fd. 11 April 1966

EX PARTE

IN THE MATTER OF

FIRST FIDELITY SAVINGS AND LOAN ASSOCIATION, INC.

IN THE

CIRCUIT COURT OF BALTIMORE CITY

Docket 102A
Folio 424 - 566
No. 42857

PETITION OF RESIGNATION OF HARRY B. WOLF, JR., RECEIVER, AND FOR THE APPOINTMENT OF A SUBSTITUTE RECEIVER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Harry B. Wolf, Jr., Receiver herein, respectfully represents unto Your Honor:

1. That on the 1st day of August, 1963, your Petitioner was appointed Receiver in the within matter and qualified by filing his approved Bond.

2. That your Petitioner acted as Receiver throughout the entire proceedings.

3. That during the Receivership he made two distributions to the freeshareholders of First Fidelity Savings and Loan Association, Inc. totalling 25%, and is in the process of making a third distribution to said shareholders in the amount of 9%.

4. That your Petitioner, due to his present employment, finds his duties require his full attention. He, therefore, requests permission to resign as Receiver herein, that his Bond be released, and prays this Honorable Court to appoint a Substitute Receiver with full powers to act in his place and stead.

TO THE END, THEREFORE, your Petitioner prays that an Order be passed by this Honorable Court accepting the resignation of Harry B. Wolf, Jr. as Receiver herein, releasing his Bond as such Receiver, and appointing a Substitute Receiver with full powers to act.

Harry B. Wolf, Jr., Receiver

A. 42857 (55c)

EX PARTE

IN THE MATTER OF

FIRST FIDELITY SAVINGS AND LOAN ASSOCIATION, INC.

IN THE

CIRCUIT COURT OF BALTIMORE CITY

DOCKET 102A /
Folio 424 - 566
No. 42857

ORDER

Upon the aforegoing Petition of Harry B. Wolf, Jr., Receiver herein, it is, this 11th day of April 1966, by the Circuit Court of Baltimore City

ORDERED, that the resignation of Harry B. Wolf, Jr. as Receiver of First Fidelity Savings and Loan Association, Inc. be and the same is hereby accepted; and it is further

ORDERED, ADJUDGED AND DECREED, under the authority granted to the Circuit Court of Baltimore City by the provisions of Section 161 L of Article 23 of the Annotated Code of Maryland (1962 Supplement) that Casimir M. Zacharski, Jr. be and he is hereby appointed Substitute Receiver of the said First Fidelity Savings and Loan Association, Inc., a body corporate, with full power and authority to take charge and possession of the goods, chattels, wares, papers, and all assets of, or belonging to the said First Fidelity Savings and Loan Association, Inc., a body corporate, and to collect the outstanding debts due said Association, and to proceed, under the direction of this Court, with an orderly liquidation of all of the assets of said Association; and it is further

ORDERED, that the said Harry B. Wolf, Jr., Receiver of First Fidelity Savings and Loan Association, Inc., a body corporate, is hereby required and directed to yield and deliver unto

Casimir M. Zacharski, Jr. as Substitute Receiver for said Association all of the goods, chattels, wares, papers, and all assets of the said Association, subject, nevertheless, to the further direction of this Court; and it is further

ORDERED, that thereupon the said Harry B. Wolf, Jr. shall

be relieved and discharged as Receiver of the assets of First Fidelity Savings and Loan Association, Inc. and his bond heretofore filed with the Clerk of this Court be and is hereby discharged upon the ratification of an Auditor's Account to be filed in these proceedings; and that his successor in office immediately take over as Substitute Receiver upon the ratification of said Auditor's Account; and it is further

ORDERED, that before the said Casimir M. Zacharski, Jr. shall proceed to act as Substitute Receiver he shall post bond in the penalty of ~~One Hundred~~ Fifty Thousand Dollars ($ ~~100,000.00~~ 50,000.00) with a surety or sureties to be approved by this Honorable Court, or the Clerk thereof, and conditioned for the faithful performance of the Trust reposed in him by this Court, or which may be reposed in him by any further Decree or Order in the premises.

M.M.S.

Myron M. Cardin

Judge

Zd 6 April, 1973

EX PARTE, IN THE MATTER OF	*	IN THE
FIRST FIDELITY SAVINGS AND	*	CIRCUIT COURT
LOAN ASSOCIATION, INC.	*	OF
a Body Corporate	*	BALTIMORE CITY
	*	666 A-424/1962/42857

* * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Casimir M. Zacharski, Jr., Substitute Receiver of First Fidelity Savings and Loan Association, Incorporated, a Maryland Corporation, of certain unimproved fee simple property in said cause mentioned, respectfully shows that in accordance with the authority granted to him by this Honorable Court by its order dated February 1, 1973, has sold at and for the price of Sixty Two Thousand Dollars ($62,000,00) at public sale, in fee simple, sixty-two (62) unimproved lots of ground, a list of which is hereto attached and marked Exhibit "A", to Chester Wye Investors, Incorporated, a body corporate; that prior to said sale notice of the time, place, manner and terms of sale was given by advertisement in the Record-Observer, a weekly newspaper published in Centreville, in Queen Anne's County, Maryland, once a week for four consecutive weeks, and also in other newspapers; that said sale was held on March 15, 1973, at 2:00 P.M.; that said

A-42857 (804)

sale was made as aforesaid for the highest price obtainable and is in excess of the amounts set forth in an appraisal made and heretofore filed with this Honorable Court.

Attached hereto is a Certificate signed by George C. Rada, the President of Chester Wye Investors, Incorporated, and also a copy of a Contract of Sale showing the amount of the deposit made at the time of sale and the terms relative thereto.

Eugene A. Alexander, III,
Attorney

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

I, Casimir M. Zacharski, Jr., substitute receiver of First Fidelity Savings and Loan Association, Inc., a body corporate, do hereby solemnly declare under the penalties of perjury that the contents of the aforegoing Report of Sale are true and correct.

Casimir M. Zacharski, Jr.
Casimir M. Zacharski, Jr.

EXHIBIT A

BEING known and designated as Lot Nos. 1 through 8 both inclusive, Block C and Lots No. 1 through 7 both inclusive, Block D, Lots No. 53 to 58 both inclusive, Block D, Lots 7 through 11 both inclusive Lots Nos. 13, 14, and 16, Block E, Lot 8, 11 through 16 both inclusive, Lots 23 and 24 Block I, Lots 4, 7, 8, and 10 through 12 both inclusive, Block J, Lots 4 through 9 both inclusive and Lots 25 through 31 both inclusive, Block P as shown on a Plat entitled, "Harborview", which Plat is recorded among the Land Records of Queen Anne's County in Plat Book TSP No. 6, folio 26 and Lot No. 48, Block B as shown on the Plat entitled, "Kent Island Estates 2nd Edition, Third Section", which Plat is recorded among the Land Records of Queen Anne's County in Plat Book TSP No. 6, folio 191 and Lots Nos. 4 and 5, Block A as shown on a Plat entitled, "Romancoke on the Bay, Section 1", which Plat is recorded among the Land Records of Queen Anne's County in Plat Book TSP No. 6, folio 330 and Lot No. 21, Block 18 and Lot No. 12, Block 19, as shown on a Plat entitled, "Bay City, Section 2, Plat 2", which Plat is recorded among the Land Records of Queen Anne's County in Plat Book TSP No. 42, folio 306. (au)

FINAL ORDER OF RATIFICATION ON TRUSTEE'S REPORT OF SALE

Fol 8 May, 1973

EX PARTE: IN THE MATTER OF
~~FIRST FIDELITY SAVINGS AND~~
LOAN ASSO., INC., a body corp.

~~for~~

IN THE

CIRCUIT COURT

—OF—

BALTIMORE CITY

666
~~A-424~~/1962

ORDERED BY THE COURT, This 8th day of May, 19 73, that the sale made and reported by the ~~Trustee~~ Substitute Receiver, on the 6th day of April, 1973

aforesaid, be and the same 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~~ Substitute Receiver allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Judge

STATE OF MARYLAND,

CITY OF BALTIMORE, ss:

I, LOUIS COHEN, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the origin Petition of Director of State Department of Assessments and Taxatio for Appointment of Conservator by Consent and Agreement and Order o Court, Order of Court Appointing Receiver, Petition of Resignation of Harry B. Wolf, Jr., Receiver and Order of Court appointing Substi Receiver, Report of Sale and Final Order of Ratification on Trustee's Report of Sale now on file in this office in the cause therein entitled as above, and that the said Substitute Receiver the named has filed his duly approved Bond and said Bond is still in full force and effect.

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT this 25th day of October, A.D. 1973.

Clerk

Filed Jan 24, 1974