QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Twenty-second Day of August in the year nineteen hundred and seventy-two, the following Bill to Quiet Title was brought to be recorded, to wit:

S.E.W. FRIEL, JR.
JAMES R. FRIEL
JAMES R. FRIEL, JR.
Co-Partners trading as
Friel Lumber Company

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

vs.

NO. 5352

ELI BRYAN,
HERBERT BRYAN, and any unknown heirs of John F. Bryan, their respective heirs, executors, administrators, personal representatives, and all other persons, their heirs, executors administrators, personal representatives who could claim any interest in the real estate mentioned in these proceedings or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings. Addresses unknown.

BILL TO QUIET TITLE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of S.E.W. Friel, Jr., James R. Friel, and James R. Friel, Jr., co-partners trading as Friel Lumber Company, by Clark & Clark, their attorneys, respectfully represents:

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

2. That on or about March 14, 1923, Charles E. Bishop and Mary C. Bishop, his wife, deeded to John F. Bryan a one acre tract of land found in the Fifth Election District that was part of a tract of land called "Clover Fields", being on the southwest side of the road running from Harris Mill to Wye Mills and said Deed was recorded among the Land Records of Queen Anne's County in Liber JFR No. 10 folio 406, a copy of which is filed herewith and made a part hereof and marked Exhibit "A".

3. That John F. Bryan died somewhere between March 14, 1923 and the year 1927. That a diligent search of the records of the Register of Wills Office of Queen Anne's County has failed to reveal any evidence of date of his death, of any will, or of his heirs at law.

4. That on March 23, 1927, Mary Bryan, the widow of John F. Bryan, conveyed this same one acre of land to Charles E. Bishop and said Deed was recorded among the Lnad Records of Queen Anne's County in Liber BHT No. 6 folio 410, a copy of which is filed herewith and made a part hereof and marked Exhibit "B".

5. That Charles E. Bishop, Mary C. Bishop, his wife, Mary Butler, Wrightson Butler, her husband, and John Bryan, by Deed dated June 30, 1927, conveyed said one acre tract to Joshua T. Rhyanes, said Deed was recorded among the Land Records of Queen Anne's County in Liber BHT No. 6 folio 595, a copy of which is filed herewith and made a part hereof and marked Exhibit "C". That said Mary Butler and John Bryan were children and heirs at law of John F. Bryan.

6. That Joshua T. Rhyanes and Elizabeth Rhyanes, his wife, conveyed by Deed dated December 18, 1928 said one acre tract of land to Joshua T. Rhyanes, Jr., and said Deed was recorded among the Land Reoords of Queen Anne's County in Liber BHT No. 9 folio 65. That a copy of said Deed is filed herewith and made a part hereof and marked Exhibit No. D.

7. That the said Joshua T. Rhyanes, Jr. did enter into possession of said lands described in "Exhibit No. B." and further did enter into the possession of this one acre of land as of the date of conveyance and did hold said one acre of land openly, notoriously, and adversely under color of title, occupying the same against the above named Respondents or anyone claiming through them.

8. That on May 25, 1972, Joshua T. Rhyanes, Jr. did convey by Deed to S.E.W. Friel, Jr., James R. Friel, and James R. Friel, Jr., Co-Partners trading as Friel Lumber Company this same one acre tract of land with the said one acre tract of land being described therein as: ALL that lot, tract, part of a tract and parcel of land, situate, lying and being in Wye Neck, in the Fifth Election District of Queen Anne's County, being a part of a tract of land known as "Clover Fields", owned at the time of his death by Thomas H. Callahan, now deceased, and contained within the following metes and bounds, courses and distances, to wit: BEGINNING at a post in the southwest side of the road running from Harris' Mill to Wye Mills and running thence north, forty-five degrees west, ten perches; thence south forty-five degrees west, sixteen perches; thence south forty-five degrees east, ten perches and thence north, forty-five degrees east, sixteen perches to the place of beginning, containing one acre of land, more or less. Said Deed from Joshua T. Rhyanes, Jr. to S.E.W. Friel, Jr., et. al., was recorded among the Land Records of Queen Anne's County in Liber CWC No. 64 folio 203, a copy of which is filed herewith and made a part hereof and marked "Exhibit E."

9. That the complainants herein since the date of the conveyance of this acre of land, more or less, have held the same openly, notoriously and adversely under color of title, occupying the same against the claim of the above named Respondents, or anyone claiming through them.

10. That said Plaintiffs are now in possession of the land, but they have been advised that there were more children or heirs at law of John F. Bryan, they being the Respondents named herein. The Plaintiffs have been advised that because of this, they cannot deliver a good merchantable fee simple title to said lands until said title is cleared by Order of this Court, where upon it shall be decreed that title to the same shall be vested in your Complainants, unencumbered by claims of others.

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

TO THE END THEREFORE:

1. That the Complainants may by decree of this Honorable Court be made the absolute owner of said land and have the perfect right of absolute disposition of the land.

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

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

AND AS IN DUTY BOUND, ETC.

CLARK & CLARK
Attorneys at Law
118 N. Commerce St.
Centreville, Maryland 21617
Telephone: 758-1392

S.E.W. FRIEL, JR.

JAMES R. FRIEL

JAMES R. FRIEL, JR.

STATE OF MARYLAND
Kent TO WIT:
~~QUEEN ANNE'S~~ COUNTY

I HEREBY CERTIFY, that on this 21st day of August, 1972, before me, a Notary Public of the State and County aforesaid, personally appeared James R. Friel, one of the Complainants, and made oath in due form of law that the matters and facts set forth herein are true and correct according to the best of his knowledge.

WITNESS my hand and Notarial Seal.

Notary Public

My commission expires 7-1-74

Filed Aug 22, 1972

JFR No. 10 Folio 406 EXHIBIT "A"

LIBER 8 PAGE 4

James T. Earle April 27th 1923

#9907. QUEEN ANNE'S COUNTY, TO WIT: be it remembered that on the twenty fourth day of April, in the year nineteen hundred and twenty three, the following Deed was brought to be recorded, to wit:-

THIS DEED made the 14th.day of March, 1923, by Charles E.Bishop and Mary C.Bishop his wife, of Queen Anne's County, State of maryland.

WITNESSETH that for and in consideration of the sum of $400.00 the receipt of which is hereby acknowledged by the said Chas. E.Bishop and Mary C.Bishop,his wife, do hereby grant and convey unto John F.Bryan all that lot of land situate and lying being in Queen Anne's County, State of maryland, adjoining the land of the Cloverfield farm of the late C.Allchin and containing one acres of land,more or less. This being the same land and lot conveyed by Susan Dodd et al, to the Board of County School Commissioners for the building of a public school and it is more particularly described in a deed from the Board of Education of Queen Anne's County to this grantor, Chas. E. Bishop, it being dated the 13th. day of March in the year of nineteen hundredand twenty three, and intended to be recorded among the land records of County and State aforesaid, immediately preceding these presents.

together with the buildings and improvements thereon erected, all rights, roads, ways, waters, privileges advantages and appurtenances thereto attached or in anywise appertaining.

And the said Chas. E.Bishop hereby warrants specially the title to the said land and covenants to execute such further assurances thereof as may be requisite.

Witness the hand and seal of said grantors.

test: Jas. T.Earle. Chas. E.Bishop. (SEAL)

Rec'd 27th 1923

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Original Land Delivered to James T.

and covenants to execute such further assurances thereof as may be requisite.

Witness the hand and seal of said grantors.

test: Jas. T. Earle.

Chas. E. Bishop. (SEAL)

Mary C. Bishop. (SEAL)

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

I hereby certify that on this 14th. day of March, in the year nineteen hundred and twenty three, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Chas. E. Bishop and Mary Bishop, his wife, and did acknowledge the aforegoing deed to be their perspective acts.

In testimony whereof I hereunto set my hand and affix my Notarial seal in the day and year above mentioned.

Notary Public Seal.

Washington Irving Tuttle.

One fifty cent Int. Rev. Stamp, cancelled: CFB 3/14/23.

::

#9993. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty fourth day of April, in the year nineteen hundred and twenty three, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this fourteenth day of March, in the year nineteen hundred and twenty three, by John F. Bryan and Mary Bryan, his wife, of Queen Anne's County, in the State of Maryland.

Original Land Delivered to James T.

LIBER 8 PAGE 5

LIBER 8 PAGE 6

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber JRH 10 folio 426 a Deed Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 22nd day of August, nineteen hundred and seventy two.

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

Filed Aug 22, 1972

EXHIBIT "B" BHT # 6 Folio #10

1.00

#12,367. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the 23rd. day of March, in the year nineteen hundred and twenty seven, the following Deed was brought to be recorded, to wit:

THIS DEED, made this twenty second day of March, in the year nineteen hundred and twenty seven, by Mary Bryan, of Baltimore City, in the State of Maryland, being temporarily in Queen Anne's County, in said State, widow and relict of John F. Bryan, late of Queen Anne's County, deceased.

WITNESSETH: That for and in consideration of five dollars and other good and valuable consideration, the full payment thereof being hereby acknowledged, the said Mary Bryan does hereby grant and convey unto Charles E. Bishop, of Queen Anne's County, State of Maryland, his heirs and assigns, in fee simple, [illegible] that lot or parcel of land situate, lying and being in Wye Neck, in Queen Anne's County, Maryl[illegible], being part of a tract of land known as "Clover Fields", owned at the time of his death by Thomas H. Callahan, late of said County, deceased, and contain[illegible] in the following metes and bounds, courses and distances, to wit: Beginning at a post in the southwest side of the road running from Harris' Mill to Wye Mills and running thence North forty five degrees West, ten perches; thence South forty five degrees West, sixteen perches; thence South forty five degrees east, ten perches and thence North forty five [illegible] East, sixteen perches to the place of beginning, containing one acre of land, more or less, and being the same and all the land that was conveyed by Charles E. Bishop and Mary C. Bishop, his wife, to John F. Bryan by deed dated the fourteenth day of March, nineteen hundred and twenty three, and recorded in liber J. F. R. No. 10, folio 106, a land record book for Queen Anne's County.

[illegible] with the buildings and improvements thereon [illegible] the rights, roads, [illegible] privileges, appurtenances and advantages thereto [illegible] in anywise [illegible]

machinery [illegible] her Four Thou[illegible] hundred of said [illegible] said by deed, [illegible] or dor property.

[illegible], THEREFORE, [illegible] Four Thou[illegible] hundred acknowledge[illegible] said Wil John T. Bryan, his heirs following [illegible] cal on

[illegible] that lot or p[illegible] occupied as [illegible] and ico Queenstown, in the Fifth El on the south[illegible] side of th town to the Maryland, Delar to wit:- BEGINNING for the land of Michael W. Aker cor said street or public road hereby conveyed and the la public road; thence in a s A. Ember, eighty-six feet; of said Thomas A. [illegible] part of of Michael W. Akery and the W. Aker one hundred feet a

TOGETHER with th and the [illegible] ones, or presso and all [illegible] appliar or located in the building roads, ways, water, privi and especially the right [illegible]

Land & Mtg. 11 M. Schedule 3
July 5th 1927

LIBER 7 PAGE 8

Orig'l. Exam'd. and delivered to H.B. [illegible]
July 5th/1927

East, sixteen perches to the place of beginning, containing one acre of land, more or less, and being the same and all the land that was conveyed by Charles E. Bishop and Mary C. Bishop, his wife, to John F. Bryan by deed dated the fourteenth day of March, nineteen hundred and twenty three, and recorded in liber J. F. R. No. 10, folio 406, a land record book for Queen Anne's County.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

AND the said Mary Bryan hereby covenants to warrant specially the property hereby conveyed and to execute such other and further assurances thereof as may be or become requisite or necessary.

Witness my hand and seal. W. I. Tuttle, Test:

WITNESS: W. I. Tuttle.

Mary C. Bryan her x mark (SEAL)

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

I hereby certify that on this 22nd. day of March, in the year nineteen hundred and twenty seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Mary Bryan, and acknowledged the within and aforegoing deed to be her act.

In testimony whereof I hereunto subscribe my name and Notarial Seal affix, the day and year herein last above written.

Notary
Public
Seal.

Washington Irving Tuttle
NOTARY PUBLIC.

:::

#12,308. QUEEN ANNE'S COUNTY, TO WIT:—Be-it-remembered that on the 23rd. day of March, in the year nineteen hundred and twenty-seven, the following Deed was brought to be recorded, to wit:

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber PHJ#6 folio 410 a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 22nd day of August, nineteen hundred and seventy two.

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

Filed Aug 22, 1972

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#12,510. QUEEN ANNE'S COUNTY, TOWIT: Be it remembered that on the 30th. day of June, in the year nineteen hundred and twenty-seven, the following Deed was brought to be recorded, to wit:

THIS DEED, made this 30th. day of June, in the year nineteen hundred and twenty seven, by Charles F. Bishop and Mary C. Bishop, his wife, of Queen Anne's County, in the State of Maryland, and Mary Butler, nee Bryan and Wrightson Butler, her husband, and John Bryan, of said County and State.

WITNESSETH, that for and in consideration of two hundred and *seventy* five dollars, forty dollars of said amount having been paid in cash and the balance, to wit: Two hundred and thrity five dollars, together with the interest to accrue thereon to be

BHT No. 6 Folio 595

EXHIBIT "C"

4/

secured unto the said Charles E. Bishop by mortgage to him from the grantee herein and his wife; the said Charles E. Bishop and Mary C. Bishop, his wife, Mary Butler and Wrightson Butler, her husband, and John Bryan do hereby grant and convey unto Joshua T. Rhyanes, of said county and state, his heirs and assigns, in fee simple, all that lot, tract, part of a tract and parcel of land situate, lying and being in Wye Neck, in the Fifth Election District of said county, being a part of a tract of land known as "Clover Fields", owned at the time of his death by Thomas H. Callahan, now deceased, and contained within the following metes and bounds, courses and distances, to wit: Beginning at a post in the southwest side of the road running from Harris' Mill to Wye Mills and running thence north, forty five degrees west, ten perches; thence south, forty five degrees west, sixteen perches; thence south, forty five degrees east, ten perches, and thence north, forty five degrees east, sixteen perches to the place of beginning, containing one acre of land, more or less, and being the same land as that conveyed unto Charles E. Bishop by Mary E. Bryan by deed dated March 2nd., in the year nineteen hundred and twenty seven, and recorded in Liber B.H.T. No. 6, folio 410, a land record book for Queen Anne's County.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, water, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

AND the said Charles E. Bishop, Mary Butler and John Bryan covenant to warrant specially the property hereby conveyed and to execute such other and further assurances thereof as may be or become requisite or necessary.

Witness our hands and seals.

Witness: W. I. Tuttle.

Chas. E. Bishop (SEAL)

Mary C. Bishop (SEAL)

Mary Butler (SEAL)

Recd and delivered to N.B.H. Mitchell, Atty. July 5/1937

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LIBER 8 PAGE 12

Orig'l. Filed and delivered to W.I.T.

6, folio 410, a land record book for Queen Anne's County.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, water, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

AND the said Charles E. Bishop, Mary Butler and John Bryan covenant to warrant specially the property hereby conveyed and to execute such other and further assurances thereof as may be or become requisite or necessary.

Witness our hands and seals.

Witness: W. I. Tuttle.

Chas. E. Bishop (SEAL)

Mary C. Bishop (SEAL)

Mary Butler (SEAL)

Test: His Mark: W.I. Tuttle. × Wrightson Butler (SEAL)

John Bryan (SEAL)

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

I hereby certify that on this 30th day of June, in the year nineteen hundred and twenty seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Charles E. Bishop, and Mary E. Bishop, his wife, Mary Butler and Wrightson Butler, her husband, and John Bryan, and acknowledged the within and aforegoing deed to be their respective act.

Notary Public Seal.

In testimony whereof, I hereunto subscribe my name and Notarial seal affix, the day and year herein last above written.

Washington Irving Tuttle
NOTARY PUBLIC.

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W. I. Tuttle

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber BHJHG folio 595 a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 22nd day of August, nineteen hundred and seventy two.

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY MARYLAND

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

Filed Aug 22, 1972

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~~State of Maryland, Kent County, to wit:-~~

~~I hereby certify that on this 13th. day of December, in the year one thousand nine hundred and twenty eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared William H. Truslow, Attorney for the Truslow Poultry Farm, Incorporated, as hereinbefore mentioned, to acknowledge these presents as its corporate Deed and he acknowledged the foregoing Deed to be the corporate Deed and act of the Truslow Poultry Farm, Incorporated, aforesaid.~~

~~As witness my hand and Notarial Seal.~~

~~Notary Public Seal.~~ ~~Raymond R. Wilkins, Notary Public.~~

EXHIBIT "D" BHT No. 9 Folio 65

!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!$$$$!!
#25,739. Q U E E N A N N E'S C O U N T Y, to wit: Be it remembered that on the 20th. day of December, in the year nineteen hundred and twenty eight, the following deed was brought to be recorded, to wit:-

THIS DEED, made this eighteenth day of December, in the year nineteen hundred and twenty eight, by Joshua T. Rhyanes, Senior, and Elizabeth Rhyanes, his wife, of Queen Anne's County, State of Maryland.

WITNESSETH, that for and in consideration of two hundred and seventy five dollars ($275.00), the full payment thereof being hereby acknowledged, the said Joshua T. Rhyanes, Senior, and Elizabeth Rhyanes, his wife, do hereby grant and convey unto Joshua T. Rhyanes, Junior, of Delaware County, State of Pennsylvania, his heirs and assigns, in fee simple, all that lot, tract, part of a tract and parcel of land situate, lying and being in Rye Neck, in The Fifth Election District of said County, being a part of a tract of land known as "Clover Fields", owned at the time of his death by Thomas H. Callahan, now deceased, and contained within the following metes and bounds, courses and distances, to wit: Beginning at a post in the southwest side of the road running from Norris' Mill to [illegible] and running thence north, forty [illegible]

WITNESSETH, that for and in consideration of two hundred and seventy five dollars ($275.00), the full payment thereof being hereby acknowledged, the said Joshua T. Rhyanes, Senior, and Elizabeth Rhyanes, his wife, do hereby grant and convey unto Joshua T. Rhyanes, Junior, of Delaware County, State of Pennsylvania, his heirs and assigns, in fee simple, all that lot, tract, part of a tract and parcel of land situate, lying and being in Wye Neck, in The Fifth Election District of said County, being a part of a tract of land known as "Clover Fields", owned at the time of his death by Thomas H. Callahan, now deceased, and contained within the following metes and bounds, courses and distances, to wit: Beginning at a post in the southwest side of the road running from Harris' Mill to Wye Mills and running thence north, forty five degrees west, ten perches; thence south forty five degrees west, sixteen perches; thence south, forty five degrees east, ten perches, and thence north, forty five degrees east, sixteen perches to the place of beginning, containing one acre of land, more or less, and being the same land as that conveyed unto Joshua T. Rhyanes by Charles R. Bishop and Mary C. Bishop, his wife, and Mary Butler and Wrightson Butler, her husband, and John Bryan, by deed dated the thirtieth day of June, in the year nineteen hundred and twenty seven, and recorded in Liber B.H.T. No. 6, folio 595, a land record book for Queen Anne's County.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

AND the said Joshua T. Rhyanes and Elizabeth Rhyanes, his wife, for themselves and each of them hereby covenant to warrant specially the property hereby conveyed and to execute such other and further assurances thereof as may be or become requisite or necessary.

WITNESS our hands and seals.

Witness:

Verna Mears.

Joshua T. Rhyanes, Sr. (SEAL)
her
Elizabeth x Rhyanes (SEAL)
mark.

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

I hereby certify that on this eighteenth day of December, in the year nineteen hundred and twenty eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Joshua T. Rhyanes, Senior, and Elizabeth Rhyanes, his wife, and did each acknowledge the within and aforegoing deed to be their respective act.

Notary
Public
Seal.

In testimony whereof, I hereunto subscribe my name and notarial seal affix, the day and year herein last above written.

Verna Mears
Notary Public.

:::::::::::::::::::::

~~#13,390. QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the 19th. day of December, in the year nineteen hundred and twenty eight, the following Deed was brought to be recorded, to wit:-~~

~~THIS DEED, Made this Eighteenth day of December, in the year nineteen hundred and twenty eight, by John Edward Smith, single man, of Queen Anne's County, in the State of Maryland,~~

~~Witnesseth that in consideration of the sum of One Hundred Dollars ($100.00),~~

the receipt whereof is hereby acknowledged, I, the said John Edward Smith do grant

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#13,391. Q E
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STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber B.H.S. #9 folio 65 a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 22nd day of August, nineteen hundred and seventy two.

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

Filed Aug 22, 1972

EXHIBIT "E"

CWC No. 64
Folio 203

6/ FEE-SIMPLE DEED—CODE—City or County

No. 68931
R. 45529 RECEIVED FOR RECORD May 26, 1972 11:15 A.M.

This Deed, Made this 26th day of May

in the year one thousand nine hundred and seventy-two, by and between

Joshua T. Rhyanes, Jr.

of Delaware County in the State of ~~Maryland~~ Pennsylvania, of the first part, and S.E.W. Friel, Jr., James R. Friel and James R. Friel, Jr., Co-Partners trading as Friel Lumber Company of Queen Anne's County, State of Maryland,

of the second part.

Witnesseth, That in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged

the said Joshua T. Rhyanes, Jr.

does grant and convey unto the said S.E.W. Friel, Jr., James R. Friel and James R. Friel, Jr., Co-Partners trading as Friel Lumber Company, as Tenants in partnership in fee simple, all of the following described real estate, to wit:

~~heirs and assigns, in fee simple, all of ground situate, lying and being in~~

~~aforesaid and described as follows, that is to say:~~

~~Beginning for the~~ ALL that lot, tract, part of a tract and parcel of land, situate, lying and being in Wye Neck, in the Fifth Election District of Queen Anne's County, being a part of a tract of land known as "Clover Fields", owned at the time of his death by Thomas H. Callahan, now deceased, and contained within the following metes and bounds, courses and distances, to wit: Beginning at a post in the southwest side of the road running from Harris' Mill to Wye Mills and running thence north, forty-five degrees west, ten perches; thence south forty-five degrees west, sixteen perches; thence south forty-five degrees east, ten perches and thence north, forty-five degrees east, sixteen perches to the place of beginning, containing one acre of land, more or less.

BEING all the same land granted and conveyed by Joshua T. Rhyanes, Sr. and Elizabeth Rhyanes, his wife, to the Grantor herein, by Deed dated December 18, 1928 and recorded among the Land Records of Queen Anne's County in Liber B.H.T. No. 9, folio 65.

RECORDATION TAX
RECORDATION TAX

8/11/72 Original mailed to [illegible], Centreville, Md. [illegible]

1.00

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

To Have and To Hold the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said S.E.W. Friel, Jr., James R. Friel and James R. Friel, Jr., Co-Partners trading as Friel Lumber Company, as Tenants in partnership

~~heirs and assigns~~, in fee simple.

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

Witness the hand and seal of said grantor

TEST:

Marian H. Luby

Joshua T. Rhyanes Jr. (SEAL)
JOSHUA T. RHYANES, JR.

_____ (SEAL)

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

I HEREBY CERTIFY, That on this 25th day of May in the year one thousand nine hundred and seventy-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared JOSHUA T. RHYANES, JR.

the aforenamed grantor, and he acknowledged the foregoing Deed to be his act.

Witness my hand and Notarial Seal.

Marian H. Luby
Notary Public.

My Commission Expires: July 1, 1974

TAX $ 5.00 REC. 7 42532 7. MAY 25 '72 Chas W Cal
STATE PROPERTY TRANSFER

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber CWC # 64 folio 223 a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 22nd day of August, nineteen hundred and seventy two.

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

Filed Aug 22, 1972

1

S.E.W. FRIEL, JR.
JAMES R. FRIEL
JAMES R. FRIEL, JR.
Co-Partners trading as
Friel Lumber Company

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

vs.

NO. 5352

ELI BRYAN,
HERBERT BRYAN, and any unknown heirs
of John F. Bryan, their respective
heirs, executors, administrators,
personal representatives, and all
other persons, their heirs, executors,
administrators, personal representatives
who could claim any interest in the real estate
mentioned in these proceedings or who could
claim to hold a lien or encumbrance on the
real estate mentioned in these proceedings.
Addresses unknown.

ORDER OF PUBLICATION

The object of this suit is to procure a decree that the Plaintiff be made the absolute owners of the tract of land hereinafter respectively described with the perfect right of absolute disposition of the same and for an absolute and permanent injunction against any of the Respondents claiming any interest in said land.

The Bill recites that this proceeding is ----------

(1) Filed under the provisions of the Code of Public General Laws of Maryland, Article 16, Section 128 (1957).

(2) That on or about March 14, 1923, Charles E. Bishop and Mary C. Bishop, his wife, deeded to John F. Bryan a one acre tract of land found in the Fifth Election District that was part of a tract of land called "Clover Fields", being on the southwest side of the road running from Harris Mill to Wye Mills and said Deed was recorded among the Land Records of Queen Anne's County in Liber JFR No. 10 folio 406, a copy of which is filed herewith and made a part hereof and marked Exhibit "A".

(3) That John F. Bryan died somewhere between March 14, 1923 and the year 1927. That a diligent search of the records of the Register of Wills Office of Queen Anne's County has failed to reveal any evidence of date of his death, of any will, or of his heirs at law.

(4) That on March 23, 1927, Mary Bryan, the widow of John F. Bryan, conveyed this same one acre of land to Charles E. Bishop and said Deed was recorded among the Land Records of Queen Anne's County in Liber BHT No. 6 folio 410, a copy of which is attached hereto and made a part hereof and marked Exhibit B.

(5) That Charles E. Bishop, Mary C. Bishop, his wife, Mary Butler, Wrightson Butler, her husband, and John Bryan, by Deed dated June 30, 1927, conveyed said one acre tract to Joshua T. Rhyanes and said Deed was recorded among the Land Records of Queen Anne's County in Liber BHT No. 6 folio 595, a copy of which is filed herewith and made a part hereof and marked Exhibit "C".

(6) That Joshua T. Rhyanes and Elizabeth Rhyanes, his wife, conveyed by Deed dated December 18, 1928, said one acre tract of land to Joshua T. Rhyanes, Jr., and said Deed was recorded among the Land Records of Queen Anne's County in Liber BHT No. 9 folio 65. That a copy of said Deed is filed herewith and made a part hereof and marked Exhibit No. D.

(7) That the said Joshua T. Rhyanes, Jr. did enter into possession of said lands described in Exhibit No. "D" and further did enter into the possession of this one acre of land as of the date of conveyance and did hold said one acre of land openly, notoriously, and adversely under color of title, occupying the same against the above named Respondents or anyone claiming through them.

(8) That on May 25, 1972, Joshua T. Rhyanes, Jr. did convey by Deed to S.E.W. Friel, James R. Friel, and James R. Friel, Jr. Co-Partners trading as Friel Lumber Company this same one acre tract of land with the said one acre tract of land being described therein as: ALL that lot, tract, part of a tract and parcel of land, situate, lying and being in Wye Neck, in the Fifth Election District of Queen Anne's County, being a part of a tract of land known as "Clover Fields", owned at the time of his death by Thomas H. Callahan, now deceased, and contained within the following metes and bounds, courses and distances, to wit: BEGINNING at a post in the southwest side of the road running from Harris Mill to Wye Mills and running thence north, forty-five degrees west, ten perches; thence south forty-five degrees west, sixteen perches; thence south forty-five degrees east, ten perches and thence north, forty-five degrees east, sixteen perches to the place of beginning, containing one acre of land, more or less. Said Deed from Joshua T. Rhyanes, Jr. to S.E.W. Friel, Jr. et. al., was recorded among the Land Records of Queen Anne's County in Liber CWC No. 64 folio 203, a copy of which is filed herewith and made a part hereof and marked Exhibit E.

(9) That the complainants herein since the date of the conveyance of this acre of land, more or less, have held the same openly, notoriously and adversely under color of title, occupying the same against the claim of the above named Respondents, or anyone claiming through them.

(10) That said Plaintiffs are now in possession of the land, but they have been advised that there were more children or heirs at law of John F. Bryan, they being the Respondents named herein. The Plaintiffs have been advised that because of this, they cannot deliver a good merchantable fee sumple title to said lands until said title is cleared by Order of this Court, whereupon it shall be decreed that title to the same shall be vested in your Complainants, unencumbered by claims of others,

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

IT IS THEREUPON ORDERED, by the Circuit Court for Queen Anne's County, this 22nd day of August, 1972, that the Plaintiffs, by causing a Copy of this Order to be inserted in some newspaper published in Queen Anne's County, State of Maryland, once a week in each of four (4) successive weeks, before the 21st day of September, 1972, shall give notice to the Respondents, addresses unknown, of the substance and object of the Bill of Complaint, and to appear in the Circuit Court for Queen Anne's County, on or before the 23rd day of October, 1972, and file their answer to or other initial pleading in the Clerk's Office of said Court, at Centreville, Maryland; otherwise, a decree pro confesso and/or al final decree may be entered for the relief demanded by the Plaintiffs.

FILED: Aug 22, 1972 Charles W. Cecil
CLERK

The Bay Times

P.O. Box 44, Stevensville, Md. 21666 Oct. 27, 1972

THE BAY TIMES, a body corporate, does hereby certify that the Order of Publication in the case/estate of Equity No. 5252

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 23rd day of October, 1972, and that the first insertion of said advertisement in said BAY TIMES was on the 24th day of August, 1972, and the last insertion on the 14th day of September, 1972

THE BAY TIMES
By Mary L. Rosedale

Filed Nov 2, 1972

LIBER 8 PAGE 23

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S
COUNTY
IN EQUITY
NO. 5352

S.E.W. FRIEL, JR.
JAMES R. FRIEL
JAMES R. FRIEL, JR.
Co-Partners trading as
Friel Lumber Company

vs.

ELI BRYAN,
HERBERT BRYAN, and any unknown heirs of John F. Bryan, their respective heirs, executors, administrators, personal representatives, and all other persons, their heirs, executors, administrators, personal representative who could claim any interest in the real estate mentioned in these proceedings or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings. Addresses unknown.

ORDER OF
PUBLICATION

The object of this suit is to procure a decree that the Plaintiff be made the absolute owners of the tract of land hereinafter respectively described with the perfect right of absolute disposition of the same and for an absolute and permanent injunction against any of the Respondents claiming any interest in said land.

The Bill recites that this proceeding is ----------

(1) Filed under the provisions of the Code of Public General Laws of Maryland, Article 16, Section 128 (1957).

(2) That on or about March 14, 1923, Charles E. Bishop and Mary C. Bishop, his wife, deeded to John F. Byran a one acre tract of land found in the Fifth Election District that was part of a tract of land called "Clover Fields", being on the southwest side of the road running from Harris Mill to Wye Mills and said Deed was recorded among the Land Records of Queen Anne's County in Liber JFR No. 10 folio 406, a copy of which is land openly, notoriously, and adversely under color of title, occupying the same against the above named Respondents or anyone claiming through them.

(8) That on May 25, 1972, Joshua T. Rhyanes, Jr. did convey by Deed to S.E.W. Friel, James R. Friel, and James R. Friel, Jr. Co-Partners trading as Friel Lumber Company this same one acre tract of land with the said one acre tract of land being described therein as: ALL that lot, tract, part of a tract and parcel of land, situate, lying and being in Wye Neck, in the Fifth Election District of Queen Anne's County, being a part of a tract of land known as "Clover Fields", owned at the time of his death by Thomas H. Callahan, now deceased, and contained within the following metes and bounds, courses and distances, to wit: BEGINNING at a post in the southwest side of the road running from Harris Mill to Wye Mills and running thence north, forty-five degrees west, ten perches; thence south forty-five degrees west, sixteen perches; thence south forty-five degrees east, ten perches and thence north, forty-five degrees east, sixteen perches to the place of beginning, containing one acre of land, more or less. Said Deed from Joshua T. Rhyanes, Jr. to S.E.W. Friel, Jr. et. al., was recorded among the Land Records of Queen Anne's County in Liber CWC No. 64 folio, 203, a copy of which is filed herewith and made a part hereof and marked Exhibit E.

(9) That the complainants herein since the date of the conveyance of this acre of land, more or less, have held the same openly, notoriously and adversely under color of title, occupying the same against the claim of the above named Respondents, or anyone claiming through them.

SEE PAGE 25 FOR CONTINUATION OF
EACH COLUMN

filed herewith and made a part hereof and marked Exhibit "A".

(3) That John F. Bryan died somewhere between March 14, 1923 and the year 1927. That a diligent search of the records of the Register of Wills Office of Queen Anne's County has failed to reveal any evidence of date of his death, of any will, or of his heirs at law.

(4) That on March 23, 1927, Mary Bryan, the widow of John F. Bryan, conveyed this same one acre of land to Charles E. Bishop and said Deed was recorded among the Land Records of Queen Anne's County in Liber BHT No. 6 folio 410, a copy of which is attached hereto and made a part hereof and marked Exhibit B.

(5) That Charles E. Bishop, Mary C. Bishop, his wife, Mary Butler, Wrightson Butler, her husband, and John Bryan, by Deed dated June 30, 1927, conveyed said one acre tract to Joshua T. Rhyanes and said Deed was recorded among the Land Records of Queen Anne's County in Liber BHT No. 6 folio 595, a copy of which is filed herewith and made a part hereof and marked Exhibit "C".

(6) That Joshua T. Rhyanes and Elizabeth J. Rhyanes, his wife, conveyed by Deed dated December 18, 1928, said one acre tract of land to Joshua T. Rhyanes, Jr., and said Deed was recorded among the Land Records of Queen Anne's County in Liber BHT No. 9 folio 65. That a copy of said Deed is filed herewith and made a part hereof and marked Exhibit No. D.

(7) That the said Joshua T. Rhyanes, Jr. did enter into possession of said lands described in Exhibit No. "D" and further did enter into the possession of this one acre of land as of the date of conveyance and did hold said one acre of

(10) That said Plaintiffs are now in possession of the land, but they have been advised that there were more children or heirs at law of John F. Bryan, they being the Respondents named therein. The Plaintiffs have been advised that because of this, they cannot deliver a good merchantable fee simple title to said lands until said title is cleared by Order of this Court, whereupon it shall be decreed that title to the same shall be vested in your Complainants, unencumbered by claims of others.

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

IT IS THEREUPON ORDERED, by the Circuit Court for Queen Anne's County, this 22nd day of August, 1972, that the Plaintiffs, by causing a JCopy of this Order to be inserted in some newspaper published in Queen Anne's County, State of Maryland, once a week in each of four (4) successive weeks, before the 21st day of September, 1972, shall give notice to the Respondents, addresses unknown, of the substance and object of the Bill of Complaint, and to appear in the Circuit Court for Queen Anne's County, on or before the 23rd day of October, 1972, and file their answer to or other initial pleading in the Clerk's Office of said Court, at Centreville, Maryland; otherwise, a decree pro confesso and/or al final decree may be entered for the relief demanded by the Plaintiffs.

CHARLES W. CECIL
TRUE COPY TEST
CHARLES W. CECIL
Clerk
FILED: Aug. 22, 1972
8/24/4T

9

S.E.W. FRIEL, JR.,
JAMES R. FRIEL, and
JAMES R. FRIEL, JR.,
Co-Partners trading as
Friel Lumber Company

VS

ELI BRYAN, HERBERT BRYAN
AND any unknown heirs of
John F. Bryan, their respective heirs,
executors, administrators, personal
representatives, and all other persons
their heirs, executors, administrators, personal
representatives, who could claim any interest
in the real estate mentioned in these
proceedings or who could claim to hold
a lien or encumbrance on the real estate
mentioned in these proceedings.
Addresses unknown.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY NO. 5352

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainants, by Clark & Clark, John T. Clark, III, their Solicitor, respectfully represents unto your Honors:

1. That a Bill of Complaint was duly filed in this cause, and an Order of Publication duly issued by the Clerk of the Circuit Court for Queen Anne's County, giving notice to the Respondents, Eli Bryan, Herbert Bryan and any unknown heirs of John F. Bryan, their respective heirs, executors, administrators, personal representatives, and all other persons, their heirs, executors, administrators, personal representatives, who could claim any interest in the real estate mentioned in these proceedings or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings.

2. That although the time allowed by said Order of Publication to the said Respondents to answer and defend in this Cause has long since passed, the defendants have failed to enter their appearance, either in proper person, or by solicitor and have not filed any pleadings herein.

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

TO THE END; THEREFORE:

1. That a Decree Pro Confesso may be granted against the Respondants and each of them.

2. 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 evidence in this Bill of Complaint.

AND AS IN DUTY BOUND, ETC.

John T. Clark, III
Attorney for Petitioner
118 N. Commerce Street
Centreville, Maryland 21617
Phone: 758-1392
CLARK & CLARK

Filed Nov. 2, 1973

S.E.W. FRIEL, JR.
JAMES R. FRIEL, and
10 JAMES R. FRIEL, JR.,
Co-Partners trading as
Friel Lumber Company

IN THE CIRUCIT COURT

FOR QUEEN ANNE'S COUNTY

VS

ELI BRYAN, HERBERT BRYAN and
any unknown heirs of John F. Bryan,
their respective heirs, executors,
administrators, personal representatives
and all other persons, their heirs, executors,
administrators, personal representatives
who could claim any interest in the real
estate mentioned in these proceedings or
who could claim to hold a lien or encumbrance
on the real estate mentioned in these
proceedings
Addresses unknown

IN EQUITY

NO. 5352

DECREE PRO CONFESSO

That the aforegoing Petition having been read and considered, and it appearing that the Defendants, Eli Bryan, Herbert Bryan and any unknown heirs of John F. Bryan, their respective heirs, executors, administrators, personal representatives, and all other persons, their heirs, executors, administrators, personal representatives, who could claim any interest in the real estate mentioned in these proceedings or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings, being the Defendants, and having been duly notified to appear and answer the Bill of Complaint as evidenced by the Order of Publication heretofore filed in this cause and having failed to appear in proper person or by solicitor.

IT IS THEREUPON, this 2nd day of November, 1972, by the Circuit Court of Queen Anne's County, in Equity, and by the authority thereof, ADJUDGED, ORDERED and DECREED that the Plaintiffs are entitled to relief in the premises and that the Bill of Complaint be, and the same is hereby taken Pro Confesso against the Defendants, Eli Bryan, Herbert Bryan and any unknown heirs of John F. Bryan, their respective heirs, executors, administrators, personal representatives, and all other persons, their heirs, executors administrators, personal representatives, who could claim any interest in the real estate mentioned in these proceedings or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings, but because it does not certainly appear to what relief the Petitioners are entitled, it is further ORDERED and ADJUDGED that leave be granted to the Petitioners to take testimony before one of the standing examiners of this Court, to support the allegations of the Bill of Complaint.

B Hackett Turner Jr.
JUDGE

Filed Nov 2, 1972

S.E.W. FRIEL, JR.,
JAMES R. FRIEL, and
JAMES R. FRIEL, JR.,
Co-Partners trading as
Friel Lumber Company

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

VS

IN EQUITY

ELI BRYAN, HERBERT BRYAN and
any unknown heirs of John F. Bryan,
their respective heirs, executors, administrators
personal representatives and all other persons,
their heirs, executors, administrators, personal
representatives who could claim to hold a lien or
encumbrance on the real estate mentioned in these
proceedings
Addresses unknown

NO. 5352

The undersigned, one of the Standing Examiners for the Circuit Court of Queen Anne's County, in Equity, did, at the request of Clark & Clark, Solicitors for the Plaintiff, at their law office at 118 North Commerce Street, Centreville, Maryland, on Friday, February 23, 1973, at 11:00 o'clock a.m., after first having sworn the witnesses and the stenographer, proceed to take testimony; and I further certify that I was present during the taking of said testimony and that I did not deem it necessary for me to examine any of the witnesses, there being no irregular or unusual circumstances in the taking of said testimony.

Edward Turner
Examiner

QUESTIONS BY THE EXAMINER:

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

A: James R. Friel, 65 years of age, I am in the lumber business and I live in Queenstown, Maryland.

Q: Are there any other pending or prior litigation between you and the Defendants in this or any other Court of Law?

A: No.

The first witness, having been suly sworn, did depose and say:

QUESTIONS BY MR. CLARK:

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

A: Joshua T. Rhyanes, Jr., 64 years of age, I live at 704 Forrest Avenue, Media, Pennsylvania and I am retired.

Q: Mr. Rhyanes, I show you this deed dated June 30, 1927 from Charles E. Bishop and Mary C. Bishop, his wife, and Mary Butler Bryan and Righteson Butler and John Bryan and this was granted unto Joshua T. Rhyanes, now that was apparently your father, is that right?

A: Father came up, the man I worked for came down. My father was buying this land for me.

Q: So this deed covers the property which is known as "All that lot or parcel of land situate, lying and being in Wye Neck in the Fifth Election District of said County. Being a part of the tract known as Cloverfields."

A: Excuse me, but there is a note there that my parents and Joe's wife.

Q: Right. This is from your parents showing that they received this money from you. Did they originally purchase this land for you?

A: Yes sir. The man I worked for, as I said, came down and I had a Christman fund and I wanted to buy this land and he said you go get your father and I did and when I came back, he said Joshua, I have gotten everything all fixed for you and I paid the lawyer so we are ready to go home now, so that is what we did.

Q: This land you referred to known as "Cloverfields" is described by metes and bounds as follows: Beginning at a post in the southwest side of the road running from Harris Mill to Wye Mills running thence, North 45 degrees West 10 perches thence, South 45 degrees West 16 perches thence, South 45 degrees East 10 perches thence, North 45 degrees East 16 perches to the place of beginning, containing one acre of land, more or less, is that right?

A: Yes.

Q: In other words this land, if you were going from Centreville to Ocean City, lies on the right hand side of Route 50?

A: Yes, that is right.

Q: Now, Mr. Rhyanes, I show you a certified copy of a deed (BHT No. 9/65) does this cover the same property heretofore mentioned from Joshua T. Rhyanes, Sr., and Elizabeth Rhyanes, his wife, to Joshua T. Rhyanes, Jr., and this deed is dated December 18, 1928?

A: Well, as I said before, Pappa bought it himself because I was still very young and he put it in his name because I was younger and then, when I got older, he put it in my name.

Q: Of course, that happened in 1928, so that is a number of years ago?

A: Yes.

Q: Now, when you acquired this land in 1928, have you paid taxes on this land since 1928?

A: Every year.

Q: Have you come down and visited the land?

A: Oh, sure.

Q: Did you ever live in the house that is on the land?

A: I used to come down in the summer for vacations.

Q: I see. And you spent some time there during the summer?

A: Yes, that is right.

Q: And this was continuous since 1928?

A: Yes.

Q: And you have paid the taxes since this time?

A: Yes, and my brother, he looked after the place for me.

Q: Your brother looked after it for you? And what is his name sir?

A: Joseph W. Rhyanes.

Q: And it was well known in the community that this was your land?

A: Yes.

Q: And you have never had any dispute over the ownership of this land?

A: No.

Q: Mr. Rhyanes, is it right sir, that you have held this land since 1928, openly, notorisouly, adversely and under color of title occupying the said property against everyone in the whole world?

A: That is right.

Mr. Clark: Entered into evidence is a certified copy of BHT No. 6, Folio 595, which is exhibit C in this Bill of Complaint and shall be marked Plaintiff's Exhibit No. 1 to this testimony; and also a certified copy of BHT No. 9, Folio 65, which is exhibit D in this Bill of Complaint and shall be marked Plaintiff's Exhibit No. 2 to this testimony.

Q: Now, Mr. Rhyanes, did there come a time in May of 1972 when you entered into a contract to sell this land?

A: Yes, with Mr. Friel. I have the letters right here with me.

Q: Now, you are referring to Mr. S.E.W. Friel, Jr., James R. Friel, and James R. Friel, Jr., co-partners trading as Friel Lumber Company?

A: Yes, that is right.

Q: Now, did there come a time on May 25, 1972, when you deeded said property to S.E.W. Friel, Jr., James R. Friel, and James R. Friel, Jr., do-partners trading as Friel Lumber Company?

A: Yes, that is right. I signed it when he gave me the $250.00. I thought that I was going to get paid all at once but I needed the money.

Q: I show you this certified copy of a deed (CWC No. 64, Folio 203) recorded among the Land Records of Queen Anne's County and ask you sir, is this your signature?

A: Yes.

Q: And this being the same property that has been heretofore mentioned and described?

A: Yes.

Q: So now the property is owned by S.E.W. Friel, Jr., James R. Friel, and James R. Friel, Jr., co-partners trading as Friel Lumber Company.

A: Yes, that is right.

Mr. Clark: Entered into evidence is this certified copy of a deed recorded among the Land Records of Queen Anne's County in Liber CWC No. 64, Folio 203 marked Exhibit No. F to the Bill of Complaint and shall be marked Plaintiff's exhibit No. 3 to this testimony.

The second witness, having been duly sworn, did depose and say:

Q: State your name, occupation, residence?

A: Mary Iris Seabrook, I live at 25-27 Curtis Street, East Ellenhurst New York, I do not work because I am a dietabetic and a heart patient and I am more or less a housewife now.

Q: Mrs. Seabrook, I show you this deed, you know that there has been some confusion regarding the heirs to this property and you were kind enough to come down to help straighten it out. Now I show you this deed which is exhibit A in the Bill of Complaint and shall be marked Plaintiff's exhibit No. 4 to this testimony, it is deeded from Charles E. Bishop and Mary C. Bishop, his wife, to John Bryan. Do you recall who John Bryan was?

A: Yes, that was my grandfather.

Q: Now, I show you this next deed which is deeded from Mary Bryan to Charles E. Bishop of Queen Anne's County, as being the same Mr. Bishop previously mentioned in the other deed, and if you note in the first clause of the deed it reads Mary Bryan of Baltimore City, being temporarily in the County of Queen Anne's, widow and relic of John Bryan.

A: That is wrong.

Mr. Clark: Entered into evidence is a deed recorded among the Land Records of Queen Anne's County in Liber BHT No. 6, folio 410, which is Exhibit D of the Bill of Complaint and shall be marked Plaintiff's Exhibit No. 5 to this testimony.

Q: You say that this is wrong, how is it wrong?

A: My grandmother died before my grandfather. About a year later my grandfather remarried again. The lady that he remarried was a relative of the Joshua T. Rhyanes family. Now, she was still living in the schoolhouse that was on the property at the time but she decided that she was going back to Newark to live. I never heard from her until years later when I was grown. She sent my mother a letter which was before my mother passed and she told my mother to tell me to come to Newark to see her because she had something for me and she wanted to tell me something. But, I said to my mother, I said she had nothing to tell me as a child, I said I didn't care and I still didn't want to care now.

Q: Was her name Mary?

A: I don't remember her name but I don't think that it was Mary but I do remember that she was a relative of the J.T. Rhyanes family.

Q: He name could have been Mary?

A: It could have been but I don't recall.

Q: Now I ask you how many children did John and Mary Bryan have?

A: They had three. Mary Bryan, my mother, there was John Bryan the oldest boy, there was another boy, Herbert, and there was another girl, Ella.

Q: Now, can I ask you, did Mary Bryan marry?

A: Yes, she married Righteson Butler.

Q: Did John Bryan marry?

A: Yes, he married but had no children.

Q: Did Herbert Bryan marry?

A: Yes, he married but died shortly after his marriage. They had no children.

Q: Did Ella Bryan marry?

A: No, Ella Bryan died when I was just a small child. She never married and she had no children.

Q: Now, Mrs. Seabrook, I show you this deed that has been mentioned before dated June 30, 1927 and recorded among the Land Records of Queen Anne's County in Liber BHT No. 6, Folio 595 from Charles E. Bishop and Mary C. Bishop, his wife, and Mary Butler Bryan and Righteson Butler and John Bryan to Joshua T. Rhyanes, and I ask you, is this your mother's signature?

A: Yes, that is her signature.

The third witness, having been duly sworn, did depose and say:

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

A: Joseph Rhyanes, 77 years old and I live out there on Route 50 and I am retired.

Q: I ask you in regard to the land that has been heretofore mentioned, did you remember when Joshua T. Rhyanes, Jr., acquired this land?

A: Yes, my father bought it for him.

Q: Your father was who sir?

A: My father was Joshua T. Rhyanes, this boy is named after him.

Q: Do you remember your father acquiring the land?

A: Yes, I do.

Q: And do you remember when he deeded it to Joshua T. Rhyanes, Jr., herein? That was back in 1928.

A: I can't remember the exact date.

Q: But, it was several years ago?

A: Yes.

Q: Since that time, have you been watching over this land for Joshua T. Rhyanes, Jr.?

A: Yes.

Q: Have you seen Mr. Rhyanes come down to see his land?

A: Yes, indeed.

Q: Many times?

A: Yes.

Q: Has he claimed this land to be his?

A: Ever since I have known him.

Q: Has there ever been any dispute over this land?

A: No.

Q: As far as you know, no one else has ever claimed any title to this land?

A: No.

Q: Has Mr. Rhyanes held this land since 1926, openly, notorisouly, adversely and under color of title occupying the said property against everyone in the whole world?

A: Yes, he has.

The fourth witness, having been sworn, did depose and say:

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

A: James R. Friel, 65 years of age and I am in the lumber business, in Queenstown, Maryland.

Q: Are you the same James R. Friel that is a co-partner trading as Friel Lumber Company?

A: Yes, I am.

Q: And you are representing said lumber company?

A: Yes.

Q: Now, Mr. Friel, I show you this deed that has already been entered into this testimony and I ask you if this land that has been described in these proceedings was deeded to Friel Lumber Company?

A: Yes, it was.

Q: Since you acquired this land in May of 1972, have you paid taxes on it?

A: Yes, Friel Lumber Company has.

Q: And you have occupied the same as if it were your own since that time?

A: Yes, that is right.

Q: It has not come to your notice or attention of anyone else having any interest in said land?

A: No, none other than my other co-partners.

Q: Mr. Friel, have you and your co-partners held this land since May of 1972, openly, notorisouly, and adversely and under color of itile occupying the said property against everyone in the whole world?

A: Yes, we have.

There being no further witnesses to be examined, the Examiner herewith makes his return to this testimony, and the costs are as follows:

Edward Turner, Examiner	paid	$10.00
Ruth Voshell, Stenographer	paid	$25.00

And I hereby further certify that said testimony commenced at 11:00 o'clock a.m. and ended at 11:45 o'clock a.m., or a period of 45 minutes.

Edward Turner
Examiner

Filed Feb. 26, 1973

12

S.E.W. FRIEL, JR.
JAMES R. FRIEL, and
JAMES R. FRIEL, JR.
Co-Partners trading as
Friel Lumber Company

IN THE CIRCUIT COURT

FOR

VS

QUEEN ANNE'S COUNTY

ELI BRYAN, HERBERT BRYAN and
any unknown heirs of John F. Bryan,
their respective heirs, executors, administrators,
personal representatives and all other persons,
their heirs, executors, administrators, personal
representatives who could claim any interest in
the real estate mentioned in these proceedings or who
could claim to hold a lien or encumbrance on the
real estate mentioned in these proceedings.
Addresses unknown

IN EQUITY NO. 5352

DECREE

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

IT IS THEREUPON this 9th day of March, 1973, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED that:

1. That S.E.W. Friel, Jr., James R. Friel, and James R. Friel, Jr., co-partners trading as Friel Lumber Company, have absolute ownership and perfect right to absolute disposition of the real estate in Queen Anne's County, mentioned in these proceedings and more particularly described below, as against Eli Bryan, Herbert Bryan and any unknown heirs of John F. Bryan, their respective heirs, executors, administrators, personal representatives and all other persons, their heirs, executors, administrators, personal representatives who could claim any interest in the real estate mentioned in these proceedings or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings and hereinbelow described, as follows, to wit:

"ALL that lot, tract, part of a tract and parcel of land, situate, lying and being in Wye Neck, in the Fifth Election District of Queen Anne's County, being a part of a tract of land known as "Clover Fields", owned at the time of his death by Thomas H. Callahan, now deceased, and contained within the following metes and bounds, courses and distances, to wit: BEGINNING at a post in the southwest side of the road running from Harris' Mill to Wye Mills and running thence north, forty-five degrees west, ten perches; thence south forty-five degrees west, sixteen perches; thence, south forty-five degrees east, ten perches and thence north, forty-five degrees east, sixteen perches to the place of beginning, containing one acre of land, more or less.

2. Eli Bryan, Herbert Bryan and any unknown heirs of John F. Bryan, their respective heirs, executors, administrators, personal representatives and all other persons, their heirs, executors, administrators, personal representatives who could claim any interest in the real estate mentioned in these proceedings or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings are hereby enjoined and restrained from asserting any claim to the aforesaid real estate by any action at law , equity or otherwise.

James A. Lowe
JUDGE

Filed March 9, 1973

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Second Day of January in the year nineteen hundred and seventy-three, the following Bill to Quiet Title was brought to be recorded, to wit:

JOHN A. SCHEIBEL
6003 Old Branch Road
Camp Spring, Maryland 20031
Plaintiff

vs

ISAAC EVERETT and any
unknownheirs of Isaac Everett
their respective heirs, executors
administrators, personal representatives
and all other persons, their heirs, executors
administrators, personal representatives
who could claim any interest in the real
estate mentioned in these proceedings or who
could claim to hold a lien or encumbrance
on the real estate mentioned in these
proceedings.
Addresses unknown

Defendants

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5262 [illegible]

BILL TO QUIET TITLE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of John A. Scheibel, by Clark & Clark, his attorneys, respectfully represents:

1. That this proceedings is filed under the provisions of the Code of Public General Law of Maryland, Article 16, Section 128(1957). 21 14-108

2. That on or about December 8, 1923, Addie Walls, Enos Walls, Fletcher Everett, Ada Everett, Mattie Starkey, James L. Starkey, Pearl Hickey and Foster Hickey, deeded to Elizabeth Everett all their undivided parts in, and to all that lot or tract of land called or known as "The Isaac Everett Farm, or The Isaac Everett Property, situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, on both sides of the public road from Peter's Corner, in said county, to Templeville, in said county, adjoining the lands of Edward K. Everett, the land of J. Walters Paynter, the land of David and Bessie Starkey, and also adjoining the property known as The Old Leager Property, and containing forty five acres of land, more or less; and said Deed was recorded among the Land Records of Queen Anne's County in Liber BHT No. 1, folio 193, A copy of which is filed herewith and made a part hereof and marked "Exhibit A".

3. That in the being clause of the deed mentioned in paragraph No. 2 above, it states that this land is the same land which Isaac Everett acquired possession in fee simple over 30 years ago and which possession he retained as sole owner until the time of his death in February, 1921. It further states that upon Isaac Everett's death without leaving a last will and testament descended unto his children and the said Elizabeth Everett, his wife, as his only heirs at law. Said being clause states that Isaac Everett was the father of the said Addie Walls, Fletcher Everett, Mattie Starkey and Pearl Hickey.

4. That said Isaac Everett died as stated in the Deed above mentioned in February of 1921, but that a diligent search of the records of the Register of Wills Office of Queen Anne's County has failed to reveal any evidence of his death, any evidence of any administration of his estate, and any evidence of his heirs at law. Furthermore, that a diligent search of the Land Records of Queen Anne's County back to 1850 did not reveal how said Isaac Everett acquired said property described in the Deed which is "Exhibit A".

5. That the said Elizabeth Everett did by deed dated December 22, 1923, convey the land described as 45 acres, more or less, to William L. Jones and Jane Jones, and said deed was recorded among the Land Records of Queen Anne's County in Liber BHT No. 1, folio 195, a copy of which is filed herewith and made a part hereof and marked "Exhibit B".

6. That the said William L. Jones and Jane Jones, his wife, conveyed the above mentioned land to Harry Julian King and Anna Eleanor King by deed dated July 19, 1944, and recorded among the Land Records of Queen Anne's County in Liber ASG,JR. No. 9, folio 560, a copy of which is filed herewith and made a part hereof and marked "Exhibit C".

7. That the said Harry Julian King and Anna Eleanor King his wife, conveyed the same above mentioned land to J. Wilbur Stafford by deed dated February 21, 1946, and recorded among the Land Records of Queen Anne's County in Liber ASG,JR. No. 13, folio 81, a copy of which is filed herewith and made a part hereof and marked "Exhibit D".

8. That the said J. Wilbur Stafford conveyed the same above mentioned land to Joseph R. Kenney and Ethel Kenney by deed dated March 16, 1946, and recorded among the Land Records of Queen Anne's County in Liber ASG,JR. No. 13, folio 307, a copy of which is filed herewith and made a part hereof and marked "Exhibit E".

9. That the said Joseph R. Kenney and Ethel Kenney, his wife, conveyed the same above mentioned property to Winton E. Gross and Doris Y. Gross, his wife, by Deed dated January 13, 1951, and recorded among the Land Records of Queen Anne's County in Liber NBW No. 8, folio 401, a copy of which is filed herewith and made a part hereof and marked "Exhibit F".

10. That the said Winton E. Gross and Doris Y. Gross, his wife, conveyed the same above mentioned property to Franklin Edmond Moore and Florence Eva Moore, his wife, by deed dated August 27, 1955, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 23, folio 535, a copy of which is filed herewith and made a part hereof and marked "Exhibit G".

11. That the said Franklin Edmond Moore and Florence Eva Moore, his wife, did grant to John A. Scheibel by deed dated September 4, 1965, the following described real estate:

> ALL that part of a tract of land called or known as the "Isaac Everett Farm" or the "Ike Everett Property", situate lying and being in the First Election District of Queen Anne's County, State of Maryland, on the East side of the Public Road known as the Pete Everett Road, which runs South from the Southern boundary of Route No. 300 between

Peter's Corner Road and Andover Branch, adjoining the lands of John A. Scheibel and Joseph Scheibelhoffer, Containing Thirty-Five acres of land, more or less.

BEING a part of the same land granted and conveyed unto Franklin Edmond Moore and Florence Eva Moore, his wife, by Winton E. Gross and Doris Y. Gross, his wife, by Deed dated August 27, 1955, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 23, folio 535.

This above mentioned deed was recorded among the Land Records of Queen Anne's County in Liber CWC No. 17, folio 256, a copy of which is filed herewith and made a part hereof and marked "Exhibit H".

12. That in September of 1972, the said John A. Scheibel had a survey of this land made by J.R. McCrone, Jr., Inc., registered professional engineers and surveyors, a copy of the survey is attached hereto and made a part hereof and marked "Exhibit I", to determine the exact acreage and to obtain a metes and bounds description. The survey showed that there was 46.732 acres of land in this parcel and that the metes and bounds description was as follows:

Starting at a concrete monument located on the east side of the Pete Everett Road where this land touches the lands now or formerly of Henry P. Ehinger, North 51° 34' 28" East 514.87 feet to a point; thence, North 36° 05' 17" East 130.37 feet to an iron pipe; thence, South 50° 02' 39" East 924.76 feet to a point; thence, South 82° 25' 22" East 395.54 feet to a point; thence, North 76° 23' 50" East 566.96 feet to a point; thence, South 40° 36' 22" West 879.93 feet to a point; thence, South 40° 24' 00" West 469.70 feet to a point; thence, South 45° 23' 03" West 211.97 feet to a point; thence, South 86° 32'55" West 145.49 feet to a point; thence, North 83° 34' 56" West 530.01 feet to a point; thence, North 82° 41' 41" West 154.17 feet to a point; thence, continuing on the same course 200.74 feet to an iron pipe; thence, North 3° 02' 00" West 1,150.10 feet to the concrete monument set at the place of beginning, containing 46.732 acres of land. This land being Parcel No. 1 of the survey.

13. That accounting from the Addie Walls, et. al., to Elizabeth Everett deed, Complainants' Exhibit A in 1923, the Complainants and their predecessors in title aforementioned have by deed held record title to said lands in this parcel to the east side of the Pete Everett Road and have possessed the same in an actual visible exclusive, continuous manner, hostile to 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 the said land.

14. 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 in title have continued continuously and adversely for over 20 years without hinderance.

15. 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.

16. That the Complainants do not have an adequate remedy at law nor otherwise therein in equity.

WHEREFORE, your Complainant prays:

a. That this Honorable Court pass an order declaring that the Complaint, John A. Scheibel, has established title to the real estate described in this cause to the exclusion of all other persons and parties and that he is the absolute owner 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 this 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 his 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 DUTH BOUND, ETC.

Clark & Clark
118 North Commerce Street
Centreville, Maryland 21617
Solicitors for Complainant
By: John T. Clark, III

STATE OF MARYLAND

to wit:

COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, that on this 2nd day of January, 1973, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Kent, personally appeared John T. Clark, III, for John A. Scheibel, he being one of the Solicitors for the Complainant 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 his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Notary Public

My commission expires: July 1, 1974

Filed Jan. 2, 1973 LIBER 8 PAGE 43

EXHIBIT "A"

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#10,409. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twelfth day of January, in the year nineteen hundred and twenty four, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this eighth day of December, in the year nineteen hundred and twenty three, by and between Addie Walls and Enos Walls, her husband, and Fletcher Everett and Ada Everett, his wife, of Newcastle County, State of Delaware, Mattie Starkey and James L. Starkey her husband, of Kent County, State of Maryland, and Pearl Hickey and Foster Hickey, of Chester County, State of Pennsylvania, parties of the first part, and Elizabeth Everett, of Kent County, State of Maryland, party of the second part.

WITNESSETH, that for and in consideration of the sum of five dollars and other valuable considerations the receipt whereof is hereby acknowledged as well as for the love and affection which the said parties of the first part do bear unto the said party of the second part, the said Addie Walls and Enos Walls, her husband, Fletcher Everett and Ada Everett, his wife, Mattie Starkey and James L. Starkey, her husband, and Pearl Hickey and Foster Hickey, her husband, do hereby grant and convey unto the said Elizabeth Everett, her heirs and assigns forever, in fee simple, all their undivided parts in, to and all that lot or tract of land called or known as "The Isaac Everett Farm, or The Isaac Everett Property, situate, lying and being in the first election district of Queen Anne's County, State of Maryland, on both sides of the public road from Peter's Corner, in said county, to Templeville, in said county, adjoining the lands of Edward K. Everett, the land of J. Walters Poynter, the land of David and Bernie Starkey, and also adjoining the property known as The Old Leager Property, and containing forty five acres of land, more or less; being same lot of land of which Isaac Everett, late of Queen Anne's County aforesaid deceased, husband of the said Elizabeth Everett, and father of the said Addie Walls, Fletcher Everett, Mattie Starkey and Pearl Hickey, acquired the possession [illegible]

Everett, Mattie Starkey and Pearl Hickey, acquired the possession in fee simple over thirty years ago and which possession he retained as sole owner until the time of his death in February, 1921; being the same lot of land of which the said Isaac Everett died seized and possessed aforesaid, and which upon his death without leaving a last will and testament, descended unto his said children and the said Elizabeth Everett as his only heirs at law.

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

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

In Witness whereof said parties of the first part do hereunto subscribe their names and affix their seals day and year first hereinbefore written.

Test as to Addie and Enos Walls is Warren A. Singleo	Addie Walls.	(SEAL).
	Enos Walls.	(SEAL)
Test as to Fletcher and Ada Everett is: Lionel Gluckman	Fletcher Everett	(SEAL)
	Ada Everett	(SEAL)
Test as to Mattie and James L. Starkey is C. M. Melvin Jr.	Mattie Starkey	(SEAL)
	James L. Starkey	(SEAL)
Test as to Pearl Hickey and Foster Hickey is E. C. Richardson, J of P.	Pearl Hickey	(SEAL)
	Foster Hickey.	(SEAL)

State of Delaware, Newcastle County, Set:-

I hereby certify that on this eighth day of December, in the year nineteen hundred and twenty three, before me, the subscriber, a Notary Public of the Sate of Delaware, in and for Newcastle County aforesaid, personally appeared Addie Walls and Enos Walls, her husband,

LIBER 8 PAGE 45

and each did acknowledge the aforegoing deed to be their respective act.

In testimony whereof I hereunto subscribe my name and affix my seal Notarial day and year first hereinabove written.

Notary Public Seal.

Warren A.Singles. Notary Public.

State of Delaware, Newcastle County, Set:-

I hereby certify that on this eighth day of December, in the year nineteen hundredand twenty three, before me, the subscriber, a Notary Public of the State of Delaware in and for Newcastle County aforesaid, personally appeared Matthew M Scott and Ida Everett his wife, and each did acknowledge the aforegoing deed to be their respectivenet.

In testimony whereof I hereunto subscribe my name and affix my seal Notarial day and year first herein in this certificate written.

Notary Public Seal.

Barnet Gluckman.
Notary Public.

State of Maryland, Kent County, Set:-

I hereby certify that on this tenth day of December, in the year nineteen hundred and twenty three, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Mattie Starkey and James L.Starkey,her husband, and each did acknowledge the aforegoing deed to be their respective act.

In witness whereof I hereunto subscribe my name and affix my seal Notarial day and year first in this certificate written.

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Brown, Atty., Wilm. 28th Feb

Notary Public

Notary
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Seal.

State of Pennsylvania, Delaware County, Set:-

I hereby certify that on this 6th.Day of December, in the year nineteen hundred and twenty three, before me, the subscriber, a Justice of the Peace of the State of Pennsylvania, in and for Delaware County aforesaid, personally appeared Pearl Hickey and Foster Hickey, her husband, and they did each acknowledge the aforegoing deed to be their respective act.

In witness whereof I do hereunto affix my name and my seal Notarial day and year first aforementioned.

E.C.Richardson,
Notary Public.
Justice of the Peace,
Marcus Hook, Pa.

Justice of
the Peace
Seal.

My commission expires
in January, 1925.

State of Pennsylvania, Delaware County, Set:-

I hereby certify that on this twenty second day of December, nineteen hundred and twenty three, before me, the subscriber, a Notary Public of the State of Pennsylvania in for the County of Delaware, personally appeared Pearl Hickey and Foster Hickey her husband and they did each acknowledge the aforegoing deed to be their respective act.

In witness thereof I hereunto subscribe my name and affix my seal Notarial day and year first above written.

William N.Coff.
Notary Public
Notary Public
My commission Expires April 1,1927.

Notary
Public
Seal.

Orig. & Ind. and Abstracts to Record

LIBER 8 PAGE 47

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

I HEREBY CERTIFY, that the aforegoing Deed is truly taken from LIBER BHT No. 1 folio 193 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 2nd day of January in the year of nineteen hundred and seventy-three.

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

Filed Jan. 2, 1973

day

EXHIBIT "B"

#10,410. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twelfth day of January, in the year nineteen hundred and twenty four the following Deed was brought to be recorded, to wit:-

THIS DEED, made this twenty second day of December, in the year nineteen hundred and twenty three, by and between Elizabeth Everett of Kent County, State of Maryland, widow, but temporarily residing in Queen Anne's County, in same State at the time of the execution of these presents, party of the first part, and William L.Jones and Jane Jones, his wife, of the City of Philadelphia, State of Pennsylvania, parties of the second part,

WITNESSETH: that for and in consideration of the sum fifteen hundred dollars, the receipt of which is hereby acknowledged, the said Elizabeth Everett does hereby grant and convey unto the said William L.Jones and Jane Jones, his wife, their heirs and assigns forever, in fee simple, as tenants by the entireties and not as tenants in common, all that lot or tract of land called or known as The Jones Property, or The The Everett Property, situate, lying and being in the first election district of Queen Anne's County, State of Maryland, on both sides of the public road leading from Peter's Corner, in said county, to Templeville in said county, adjoining the lands of Edward K.Everett, the land of J.Walters Poynter, the land of David and Bessie Starkey, and also adjoining the property called The Old Lecger Property, and containing forty five acres of land more or less; being the same land and property granted unto the said Elizabeth Everett by Addie Walls, Enos Walls, her husband, Fletcher Everett and Ada Everett, his wife, Mattie Starkey and James L.Starkey, her husband, Pearl Hickey and Foster Hickey, her husband, by deed bearing date on the eighth day of December, nineteen hundred and twenty three, and intended to be filed for record among the land record books of Queen Anne's County aforesaid immediately preceding these presents.

Recorded, Adopted, Recd 28th 1923

Orig. Exam'd and delivered to Madison Brown

three, and intended to be [illegible]

aforesaid immediately preceding these presents.

Together with all the buildings and improvements thereon and all the roads, rights, ways, waters, privileges, advantages and appurtenances thereunto belonging or in anywise appertaining. And the said Elizabeth Everett covenants that she will warrant generally and specially the property hereby granted and conveyed and that she will execute such other and further assurances of said land as may be requisite.

In testimony whereof the said Elizabeth Everett does hereunto affix her name and seal the day and year first above written.

her
Elizabeth X Everett. (SEAL)
mark

Test: Madison Brown.
Test: E.M.Forman.

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

I hereby certify that on this twenty second day of December, in the year nineteen hundred and twenty three, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Elizabeth Everett, and she did acknowledge the aforegoing deed to be her act.

Ezekiel M.Forman.
Justice of the Peace.

One fifty cent Int.
Rev. stamp, endorsed:
EE 12/22/23.

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

I HEREBY CERTIFY, that the aforegoing Deed is truly taken from LIBER BHT No. 1 folio 195 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 2nd day of January in the year of nineteen hundred and seventy-three.

Charles M. Cole
Clerk of the Circuit Court for
Queen Anne's County.

Filed Jan. 2, 1973

LIBER 8 PAGE 52

EXHIBIT "C"

::::::::::::::::::::::::::::::::::::
#22,580. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Twenty First day of July, in the year nineteen hundred and forty four, the following Deed was brought to be recorded, to wit:-

One-Two Dollar, One-Fifty Cent and
One-Twenty Five Cent Int. Rev. Stamps.
Endorsed H.J.K. 7-21-44

One-Two Dollar and One-Fifty Cent Recordation Tax Stamps. Endorsed H.J.K.
7-21/44

THIS DEED, Made this 19 day of July in the year one thousand nine hundred and forty-four by and between William L. Jones and Jane Jones, his wife, of the City of Philadelphia, State of Pennsylvania, of the one part and Harry Julian King and Anna Eleanor King, his wife, of New Castle County, State of Delaware, of the other part.

WITNESSETH, that in consideration of the sum of Twenty-five hundred ($2500.00) dollars, in hand paid, the receipt whereof is hereby acknowledged, the said William L. Jones and Jane Jones, his wife, do grant and convey unto the said Harry Julian King and Anna Eleanor King, his wife, as tenants by the entireties, their heirs and assigns, in fee simple,

all that lot or tract of land called or known as "The Isaac Everett Farm" or "The Ike Everett Property" situate, lying and being in First Election District of Queen Anne's County aforesaid on both sides of the public road leading from Peter's Corner, in said County, to Templeville, in said county, adjoining the lands of Edward K. Everett, the land of J. Walters Paynter, the land of David and Bessie Starkey, and also adjoining the property called "The Old Leager Property", and containing forty-five acres of land, more or less.

BEING, the same property conveyed to William L. Jones and Jane Jones, his wife by Elizabeth Everett, widow, by deed dated 22nd. day of December, 1923, and recorded in Liber B. H. T. No. 1, folio 195, a Land Record Book for Queen Anne's County, State of Maryland.

[illegible] Grantee, mailing Tax, [illegible] Jones, [illegible] 1944

his wife by Elizabeth Everett, widow, by deed dated 22nd. day of December, 1923, and re-

corded in Liber B. H. T. No. 1, folio 195, 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 right, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or in any wise appertaining.

TO HAVE AND TO HOLD the lot or parcel of land and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto, belonging or appertaining unto and to the proper use and benefit of the said Harry Julian King and Anna Eleanor King, his wife, as tenants by the entireties, their heirs and assigns, in fee simple.

And the said William L. Jones and Jane Jones, his wife, covenant that they will warrant specially the property hereby granted and conveyed, and that they will execute such further assurances of said Land as may be requisite.

WITNESS the hands and seals of the said grantors.

TEST:

C. M. MELVIN JR.

WILLIAM L. JONES (SEAL)
William L. Jones

JANE JONES (SEAL)
Jane Jones

STATE OF MARYLAND, KENT COUNTY TO WIT:

I HEREBY CERTIFY, that on this 19 day of July in the year one thousand nine hundred and forty-four before me, the subscriber a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared William L. Jones and Jane Jones, his wife, and they acknowledged the foregoing Deed to be their act.

As witness my hand and notarial seal.

C. M. MELVIN JR.
Notary Public.

Notary
Public
Seal.

My Commission expires May 7, 1945.

Original Entry in Book

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

I HEREBY CERTIFY, that the aforegoing Deed is truly taken from LIBER ASG, JR. No. 9 folio 560 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 2nd day of January in the year of nineteen hundred and seventy-three.

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

Filed Jan. 2, 1973

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#23,833.A QUEEN ANNE'S COUNTY, TO WIT:

Be it remembered that on the Twenty Third day of February, in the year nineteen hundred and forty six, the following Deed was brought to be recorded, to wit:-

One-Two Dollar, One-Fifty Cent and
One-Twenty Five Cent Int. Rev. Stamps.
Endorsed H C B 2/23/46

One-Two Dollar and One-Fifty Cent
Recordation Tax Stamps. Endorsed
H C B 2/23/46

EXHIBIT "D"

THIS DEED, made this 21st day of Feb., in the year nineteen hundred and forty-six, by and between Harry Julian King, Anna Eleanor King, his wife, of Queen Anne's County, State of Maryland, parties of the first part, and J. Wilbur Stafford of Queen Anne's County aforesaid, party of the second part;

WITNESSETH, that for and in consideration of the sum of Five ($5.00) Dollars and other valuable considerations, the receipts of which are hereby acknowledged, the said 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 or tract of land called or known as "The Isaac Everett Farm" or "The Ike Everett property" situate, lying and being in the First Election District of Queen Anne's County, State of Maryland on both sides of the public road leading from Peter's Corner, in said County, to Templeville, in said County, adjoining the lands of or formerly of Edward K. Everett, the land of or formerly of J. Walters Paynter, the land of or formerly of David and Bessie Starkey, and also adjoining the property called "The Old Leager Property" and containing 45 acres of land, more or less; being the same land granted and conveyed to Harry Julian King and Anna Eleanor King, his wife, by William L. Jones and Jane Jones, his wife, by deed bearing date 19th day of July, 1944, and recorded in Liber A. S. G. No. 9, folio 560, a land record book for Queen Anne's County aforesaid.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, roads and/or allowances, waters, water

leges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE and TO HOLD the said lot or tract of land and premises, unto and to the use of the said party of the second part, his heirs and assigns, in fee simple, forever.

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

WITNESS the hands and seals of the said Grantors:

TEST: (as to Grantors).

JULIAN E. LEAGER
Julian E. Leager

HARRY JULIAN KING (SEAL)
Harry Julian King

ANNA ELANOR KING
ANNA ELDNOR KING (SEAL)
Anna Eleanor King

STATE OF MARYLAND, (
) TO WIT:
KENT COUNTY, (

I HEREBY CERTIFY that on this 21st day of Feb. 1946 in the year nineteen hundred and forty-six, before me, the subscriber, a Notary Public of the State of Maryland in and for Kent County aforesaid, personally appeared Harry Julian King and Anna Eleanor King, 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.

JULIAN E. LEAGER
Julian E. Leager,
Notary Public.

My commission expires: 5/7/47

Notary
Public

TEST: (as to grantors).

JULIAN E. LEAGER
Julian E. Leager

Harry Julian King

ANNA ELANOR KING
ANNA ELDNOR KING (SEAL)
Anna Eleanor King

STATE OF MARYLAND, (
) TO WIT:
KENT COUNTY, (

I HEREBY CERTIFY that on this 21st day of Feb. 1946 in the year nineteen hundred and forty-six, before me, the subscriber, a Notary Public of the State of Maryland in and for Kent County aforesaid, personally appeared Harry Julian King and Anna Eleanor King, 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.

JULIAN E. LEAGER
Julian E. Leager,
Notary Public.

My commission expires: 5/7/47

Notary
Public
Seal.

::::::::::::::::::::::::::::::::::
#23,833.B QUEEN ANNE'S COUNTY, TO WIT:
Be it remembered that on the Twenty Fifth day of February, in the year nineteen hundred and forty six, the following Deed was brought to be recorded, to wit:-

Two-Three Dollar, One-Fifty Cent
and One-Ten Cent Int. Rev. Stamps.
Endorsed 2/20/46 T.J.K.Jr.

One-Five Dollar and One-One Dollar

LIBER 8 PAGE 57

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

I HEREBY CERTIFY, that the aforegoing Deed is truly taken from LIBER ASG, JR. No. 13 folio 81 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 2nd day of January in the year of nineteen hundred and seventy-three.

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

Filed Jan. 2, 1973

EXHIBIT "E"

::::::::::::::::::::::::::::::::

#24,003. QUEEN ANNE'S COUNTY, TO WIT:

Be it remembered that on the Twenty Seventh day of March, in the year nineteen hundred and forty six, the following Deed was brought to be recorded, to wit:-

One-Three Dollar, Two-Forty Cent
and One-Five Cent Int. Rev. Stamps.
Endorsed H C B 3/27/46

One-Two Dollar, One-One Dollar and
One-Fifty Cent Recordation Tax Stamps.
Endorsed H C B 3/27/46

THIS DEED, made this 16th day of March, in the year nineteen hundred and forty-six, by and between J. Wilbur Stafford, single, of Queen Anne's County, State of Maryland, party of the first part, and Joseph R. Kenney, Ethel Kenney, his wife, of New York City, State of New York, parties of the second part;

WITNESSETH, that for and in consideration of the sum of Five ($5.00) Dollars and other valuable considerations, the receipts of which are hereby acknowledged, the said party of the first part does hereby grant and convey unto the said parties of the second part, as tenants by the entireties, their assigns and unto the survivor of them, his or her heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that lot or tract of land called or known as "The Isaac Everett Farm" or "The Ike Everett property" situate, lying and being in the First Election District of Queen Anne's County, State of Maryland on both sides of the public road leading from Peter's Corner, in said County, to Templeville, in said County, adjoining the lands of or formerly of Edward K. Everett, the land of or formerly of J. Walters Paynter, the land of or formerly of David and Bessie Starkey, and also adjoining the property called "The Old Leager Property" and containing 45 acres of land, more or less; being the same land granted and conveyed to Harry

Julian King and Anna Eleanor King, his wife, by William L. Jones and Jane Jones, his wife, by deed bearing date 19th day of July, 1944, and recorded in Liber A. S. G. No. 9, folio 560, a land record book for Queen Anne's County aforesaid; and being the same land granted and conveyed to J. Wilbur Stafford by Harry Julian King and Anna Eleanor King, his wife, by deed bearing date 21st day of February, 1946, and recorded in Liber A. S. G. No. 13, folio , a land record book for Queen Anne's County aforesaid.

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

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

AND the said party of the first part does hereby covenant that he has not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby gratned and conveyed; that he will warrant specially the property hereby granted and conveyed; and that he will execute such further assurances of said land as may be requisite.

WITNESS the hand and seal of the said Grantor:

TEST: (as to Grantor).

JOHN F. STOKES
John F. Stokes

J. WILBUR STAFFORD (SEAL)
J. Wilbur Stafford

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

I HEREBY CERTIFY that on this 16th day of March, in the year nineteen hundred and forty-six, before me, the subscriber, a Notary Public of the State of

fee simple, forever.

AND the said party of the first part does hereby covenant that he has not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted and conveyed; that he will warrant specially the property hereby granted and conveyed; and that he will execute such further assurances of said land as may be requisite.

WITNESS the hand and seal of the said Grantor:

TEST: (as to Grantor).

JOHN F. STOKES
John F. Stokes

J. WILBUR STAFFORD (SEAL)
J. Wilbur Stafford

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

I HEREBY CERTIFY that on this 16th day of March, in the year nineteen hundred and forty-six, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared J. Wilbur Stafford, single, and he acknowledged the aforegoing DEED to be his act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written:

JOHN F. STOKES
John F. Stokes

Notary Public.

Notary Public Seal.

My commission expires: May 5/47

Mortgagee's Juvenile, Md.

::

#24,004. QUEEN ANNE'S COUNTY, TO WIT:

Be it remembered that on the twenty seventh day of March, in the year nineteen hun-

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

I HEREBY CERTIFY, that the aforegoing Deed is truly taken from LIBER ASG, JR. No.13 folio 307 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 2nd day of January in the year of nineteen hundred and seventy-three.

Charlotte Cook
Clerk of the Circuit Court for
Queen Anne's County.

Filed Jan. 2, 1973

EXHIBIT "F"

::

#29,892. QUEEN ANNE'S COUNTY, TO WIT:

Be it remembered that on this Twenty Fifth day of January, in the year nineteen hundred and fifty one, the following Deed was brought to be recorded, to wit:-

Two-Two Dollar, One-Twenty Five Cent, One-Ten Cent and One-Five Cent Int. Rev. Stamps. Endorsed HCB 1/25/51.

Two-Two Dollar Twenty Cent Recordation Tax Stamps. Endorsed HCB 1/25/51.

THIS DEED, made this 13th day of January, in the year nineteen hundred and fifty-one, by and between Joseph R. Kenney and Ethel Kenney, his wife of 1414 Amsterdam Avenue, New York 27, State of New York, parties of the first part; and Winton E. Gross and Doris Y. Gross, his wife, of Queen Anne's County, State of Maryland, parties of the second part;

WITNESSETH, that for and in consideration of the sum of Five ($5.00) Dollars and other valuable considerations, the receipts of which are hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said parties of the second part, as tenants by the entireties, their assigns and unto the survivor of them, his or her heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that lot or tract of land called or known as "The Issac Everett Farm" or "The Ike Everett Property" situate, lying and being in the First Election District of Queen Anne's County, State of Maryland on both sides of the public road leading from Peter's Corner in said County, to Templeville, in said County, adjoining the lands of or formerly of Edward K. Everett, the land of or formerly of J. Walters Paynter, the land of or formerly of David and Bessie Starkey, and also adjoining the property called "The Old Leager Property", containing 45 Acres of land, more or less.

BEING the same lot or tract of land granted and conveyed unto Joseph R. Kenney and Ethel Kenney, his wife, by J. Wilbur Stafford, single, by deed dated the 16th day of March, 1946 and recorded in Liber A.S.G. Jr., No. 13, folio 307, a land record book for Queen Anne's County, aforesaid.

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

TO HAVE AND TO HOLD the said lot or tract of land and premises, unto and to the use of the said parties of the second part, as tenants by the entireties,

Original Delivered to Harry C. Butler, Atty.
8/18/55

ALL that lot or tract of land called or known as "The Isaac Everett Farm" or "The Ike Everett Property" situate, lying and being in the First Election District of Queen Anne's County, State of Maryland on both sides of the public road leading from Peter's Corner in said County, to Templeville, in said County, adjoining the lands of or formerly of Edward K. Everett, the land of or formerly of J. Walters Paynter, the land of or formerly of David and Bessie Starkey, and also adjoining the property called "The Old Leager Property", containing 45 Acres of land, more or less.

BEING the same lot or tract of land granted and conveyed unto Joseph R. Kenney and Ethel Kenney, his wife, by J. Wilbur Stafford, single, by deed dated the 16th day of March, 1946 and recorded in Liber A.S.G. Jr., No. 13, folio 307, a land record book for Queen Anne's County, aforesaid.

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

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

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

WITNESS the hands and seals of said Grantors:

TEST: (as to Grantors)

JOSEPH R. KENNEY (SEAL)
Joseph R. Kenney

JOHN F. STOKES

ETHEL KENNEY (SEAL)
Ethel Kenney

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

I HEREBY CERTIFY that on this 13th day of January, in the year nineteen hundred and fifty one, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County, personally appeared Joseph R. Kenney and Ethel

Kenney, 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:

Notary
Public
Seal.

JOHN F. STOKES
NOTARY PUBLIC

MY COMMISSION EXPIRES: May 7/51.

:::

#29,893. QUEEN ANNE'S COUNTY, TO WIT:

Be it remembered that on this Twenty Fifth day of January, in the year nineteen hundred and fifty one, the following Mortgage was brought to be recorded, to wit:-

THIS PURCHASE MONEY MORTGAGE, made this 23rd day of January, in the year nineteen hundred and fifty one, by Winton E. Gross and Doris Y. Gross, his wife, of Queen Anne's County, State of Maryland;

WHEREAS, the said Winton E. Gross and Doris Y. Gross, his wife, are justly indebted unto The Sudlersville Bank of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, in the full sum of Thirty Six Hundred ($3600.00) Dollars for money loaned and advanced unto them by said body corporate, in order to complete payment of the purchase money for the real estate hereinafter described and for which they have drawn and passed unto said body corporate their promissory note, bearing even date herewith, payable in forty (40) quarterly installments of Ninety ($90.00) Dollars each, beginning on the 23rd day of April, in the year nineteen hundred and fifty one and bearing interest at the rate of four (4%) per centum, per annum;

AND WHEREAS, at the time of making of said loan, it was agreed, as a condition precedent thereto, that this mortgage should be executed to secure and assure the prompt payment of the aforesaid indebtedness and all interest to accrue there-

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

I HEREBY CERTIFY, that the aforegoing Deed is truly taken from LIBER NBW NO. 8 folio 401 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 2nd day of January in the year of nineteen hundred and seventy-three.

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

Filed Jan. 2, 1973

#36,413 LIBER 20 PAGE 133

RECEIVED FOR RECORD Aug 31 1955

EXHIBIT "G"

THIS DEED made this 27 day of August, in the year nineteen hundred and fifty-five by and between Winton E. Gross and Doris Y. Gross, his wife, of Queen Anne's County, State of Maryland, parties of the first part; and Franklin Edmond Moore and Florence Eva Moore, his wife, of Queen Anne's County, State of Maryland, parties of the second part;

WITNESSETH, that for and in consideration of the sum of One ($1.00) Dollar and other valuable considerations, the receipt of which is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said parties of the second part, as tenants by the entireties, their assigns, and unto the survivor of them, his or her heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that lot or tract of land called or known as "The Issac Everett Farm", or "The Ike Everett Property", situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, on both sides of the public road leading from Peter's Corner in said County, to Templeville in said County, adjoining the lands of or formerly of Edward K. Everett, the land of or formerly of J. Walters Paynter, the land of or formerly of David and Bessie Starkey, and also adjoining the property called "The Old Leager Property", containing Forty-five (45) acres of land, more or less

BEING, the same land granted and conveyed unto Winton E. Gross, etux., by Joseph R. Kenney etux., by deed dated the 23rd day of January, 1951, and recorded in Liber N.B.W., #8, folio 401, a land record book for Queen Anne's County, aforesaid;

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

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

AND the said parties of the first part 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 will execute such further assurances of said land as may be requisite;

LIBER 8 PAGE 68

LIBER 23 PAGE 535

Continued from page one.

TEST: (as to grantors)

Frances E. Butler — Winton E. Gross (SEAL)

Winton E. Gross

Frances E. Butler — Doris Y. Gross (SEAL)

Doris Y. Gross, his wife.

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

I HEREBY CERTIFY that on this _____ day of _____, in the year nineteen hundred and fifty-five before me the subscriber a Notary Public of the State and County above-mentioned personally appeared Winton E. Gross and Doris Y. Gross, his wife, and acknowledged the aforegoing DEED to be their respective act;

WITNESS my hand and notarial seal.

NOTARY PUBLIC

My commission expires May 6/57

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

I HEREBY CERTIFY, that the aforegoing Deed is truly taken from LIBER TSP NO. 23, folio 535 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 2nd day of January in the year nineteen hundred and seventy-three.

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

Filed Jan. 2, 1973

LIBER 17 PAGE 256

EXHIBIT "H"

No. 5445 9
Re 1246 8 RECEIVED FOR RECORD Sept 7, 1965.

THIS DEED, made this 4th day of September, in the year nineteen hundred and sixty-five, by and between Franklin Edmond Moore and Florence Eva Moore, his wife, of Queen Anne's County, State of Maryland, parties of the first part; and John A. Scheibel, 5581 Branch Avenue S. E., Washington 23, District of Columbia, party of the second part;

WITNESSETH, that for and in consideration of the sum of Five ($5.00) Dollars and other valuable considerations, the receipts of which are hereby acknowledged, the said 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 part of a tract of land called or known as the "Isaac Everett Farm" or the "Ike Everett Property", situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, on the East side of the Public Road known as the Pete Everett Road, which runs South from the Southern boundary of Route No. 300 between Peter's Corner Road and Andover Branch, adjoining the lands of John A. Scheibel and Joseph Scheibelhoffer, CONTAINING THIRTY-FIVE (35) ACRES OF LAND, more or less.

BEING a part of the same land granted and conveyed unto Franklin Edmond Moore and Florence Eva Moore, his wife, by Winton E. Gross and Doris Y. Gross, his wife, by deed dated August 27, 1955, and recorded in Liber T.S.P. No. 23, folio 535, a Land Record Book for Queen Anne's County.

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 part of a tract of land and premises unto and to the use of the said party of the second part, his heirs and assigns in fee simple, forever.

AND the said parties of the first part do hereby covenant that they have not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted and conveyed; that they will warrant specially the property hereby granted and conveyed; and 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 Edmond Moore (SEAL)
Franklin Edmond Moore

Florence Eva Moore (SEAL)
Florence Eva Moore

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY that on this 4th day of September, in the year

Original mailed to: Mr. Edward and Mrs. C/O Jessy P. Emerick Centreville, Md. 10-7-65

nineteen hundred and sixty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Franklin Edmond Moore and Florence Eva Moore, his wife, and they 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.

Francis E. Burke

Notary Public

My Commission Expires: 7/1/67

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

I HEREBY CERTIFY, that the aforegoing Deed is truly taken from LIBER CWC NO.17, folio 256, a Land Record Book for Queen Anne's County.

CIRCUIT COURT FOR QUEEN ANNE'S

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 January in the year of nineteen hundred and seventy-three.

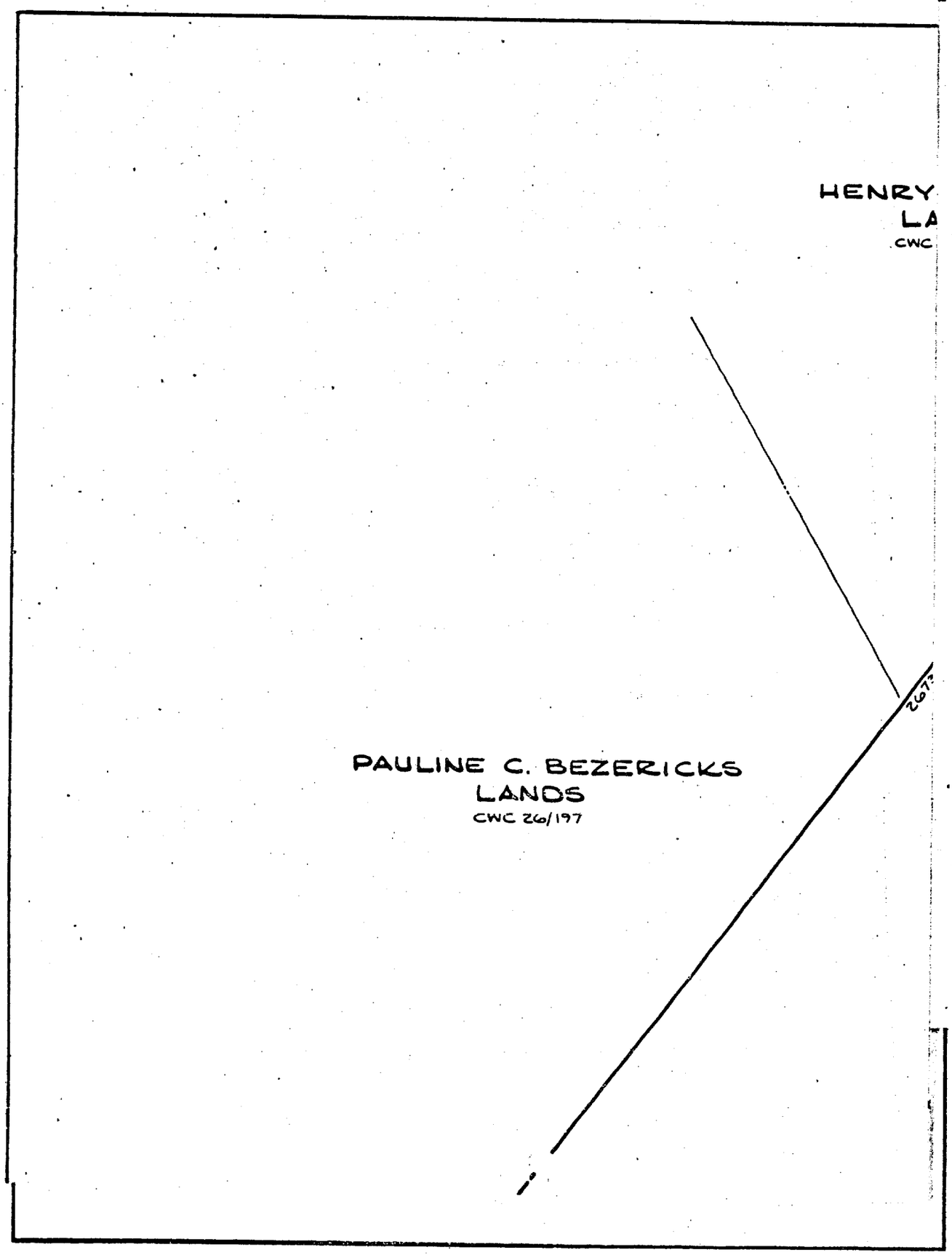
Charles W. Cecil

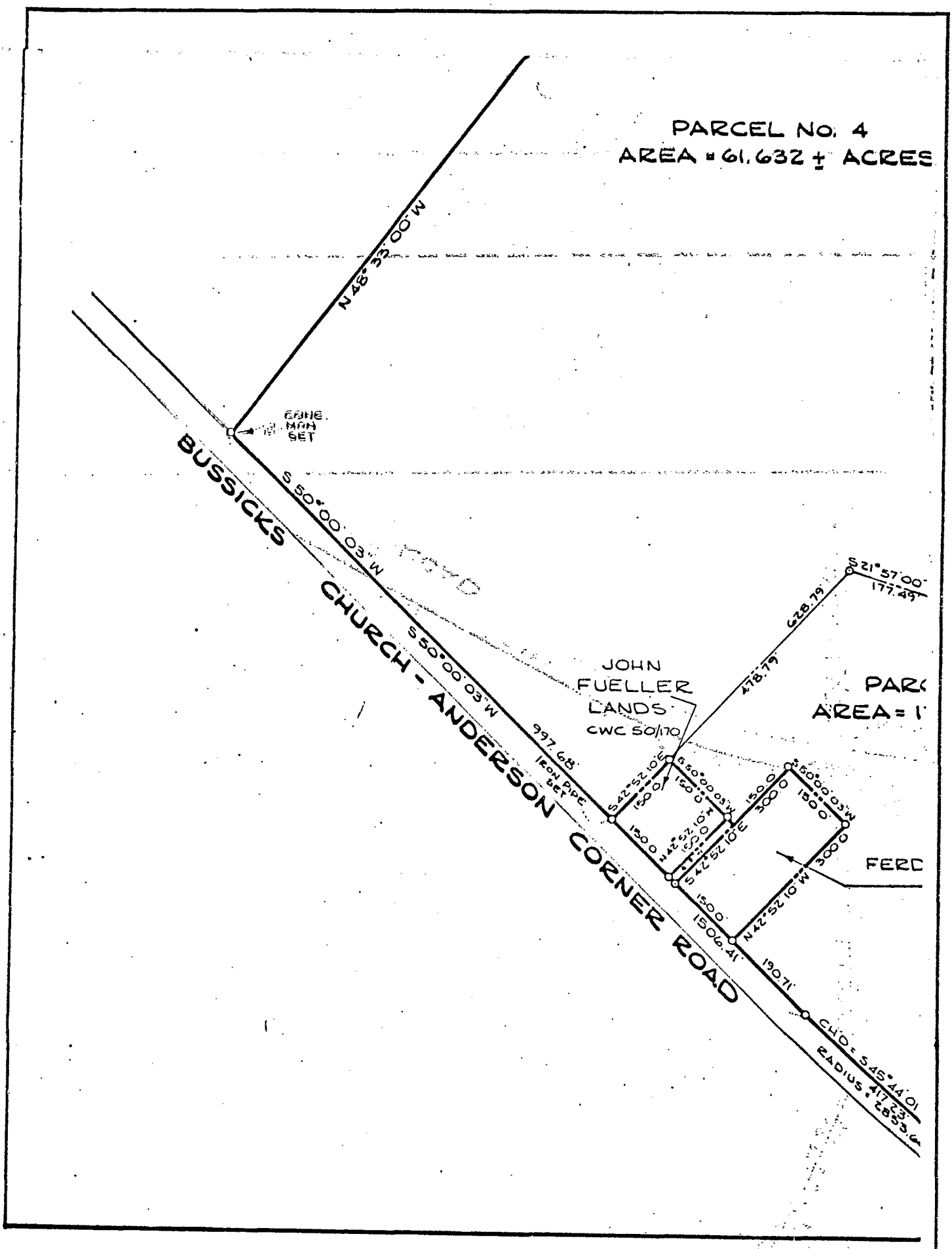
Clerk of the Circuit Court for Queen Anne's County.

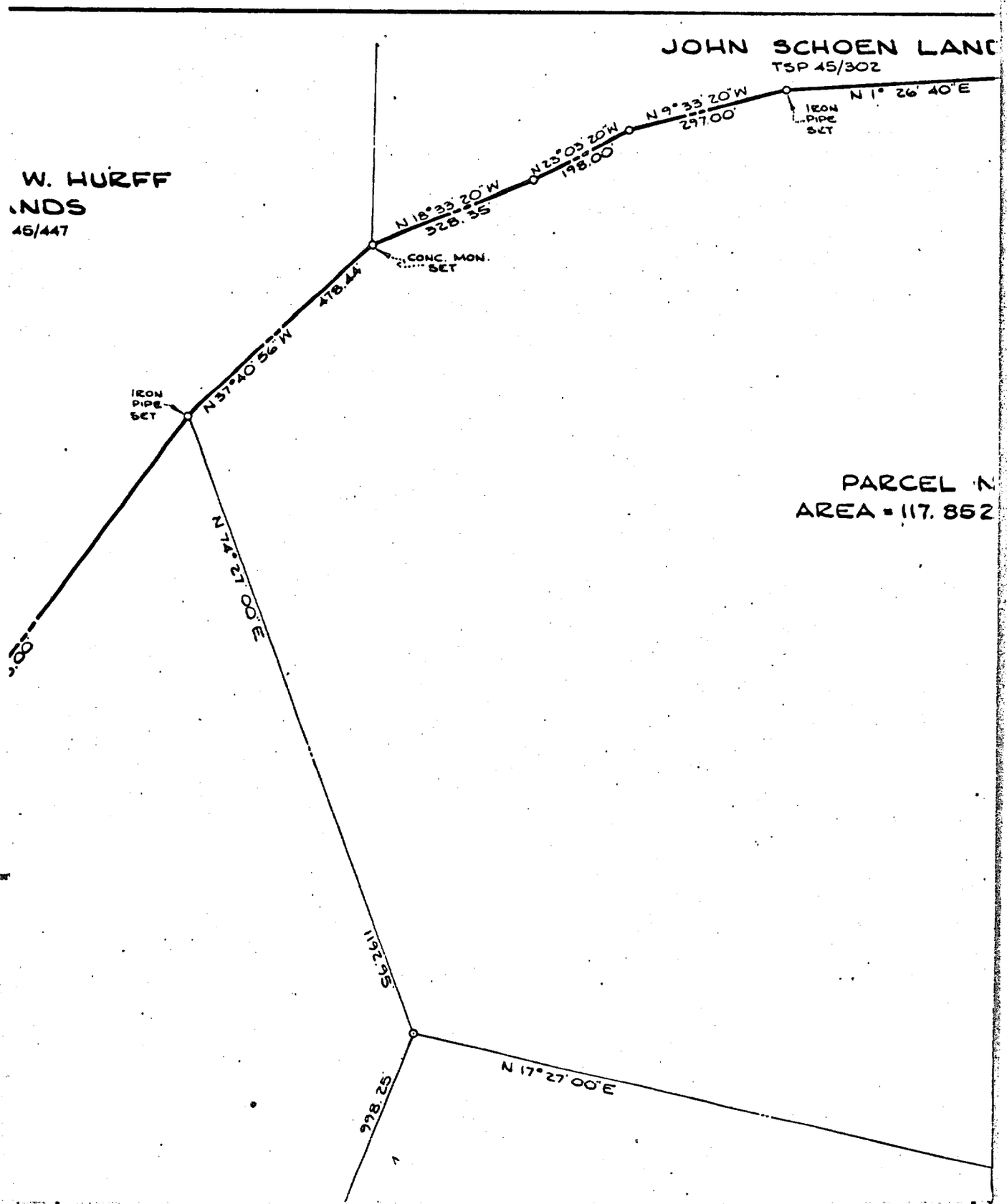
Filed Jan. 2, 1973

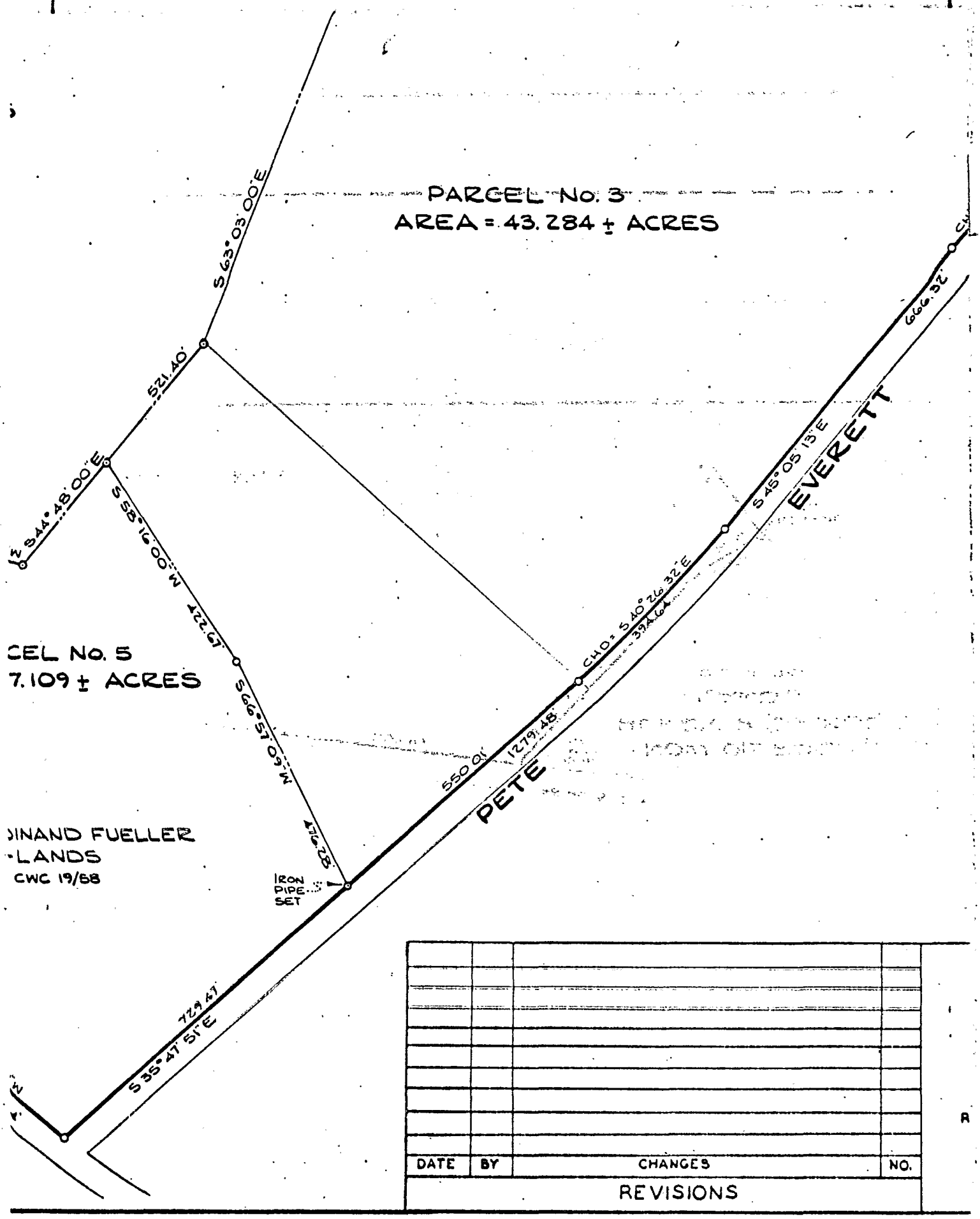
CLERK'S NOTATION:

Exhibit "I" to the Bill of Complaint is a very large Plat, which cannot be photographed in its entirety. It will be photographed in eight sections, and each section will follow on the next succeeding eight pages.


HENRY
LA
CWC
PAULINE C. BEZERICKS
LANDS
CWC 26/197


PARCEL NO. 4
AREA = 61.632 ± ACRES
N 48° 33' 00" W
ONE MAN SET
BUSSICKS
CHURCH - ANDERSON CORNER ROAD
S 50° 00' 03" W
S 50° 00' 03" W
997.68'
IRON PIPE SET
JOHN FUELLER LANDS
CWC 50/170
S 42° 52' 10" E
150.0
150.0
150.0
150.0
N 42° 52' 10" W
150.0
S 42° 52' 10" E
150.0
S 50° 00' 03" W
150.0
300.0
150.0
300.0
N 42° 52' 10" W
1506.41'
190.71'
628.79'
478.79'
S 21° 57' 00"
177.49'
PARC
AREA = 1
FERC
CHORD S 45° 44' 01"
RADIUS = 2833.6


JOHN SCHOEN LAND
TSP 45/302
N 1° 26' 40" E
IRON PIPE SET
N 9° 33' 20" W
297.00'
N 23° 03' 20" W
198.00'
N 18° 33' 20" W
328.35'
CONC. MON. SET
478.44'
N 37° 40' 56" W
IRON PIPE SET
W. HURFF
NDS
45/447
PARCEL N
AREA = 117.852
N 17° 27' 00" E
1192.95'
N 17° 27' 00" E
298.25'

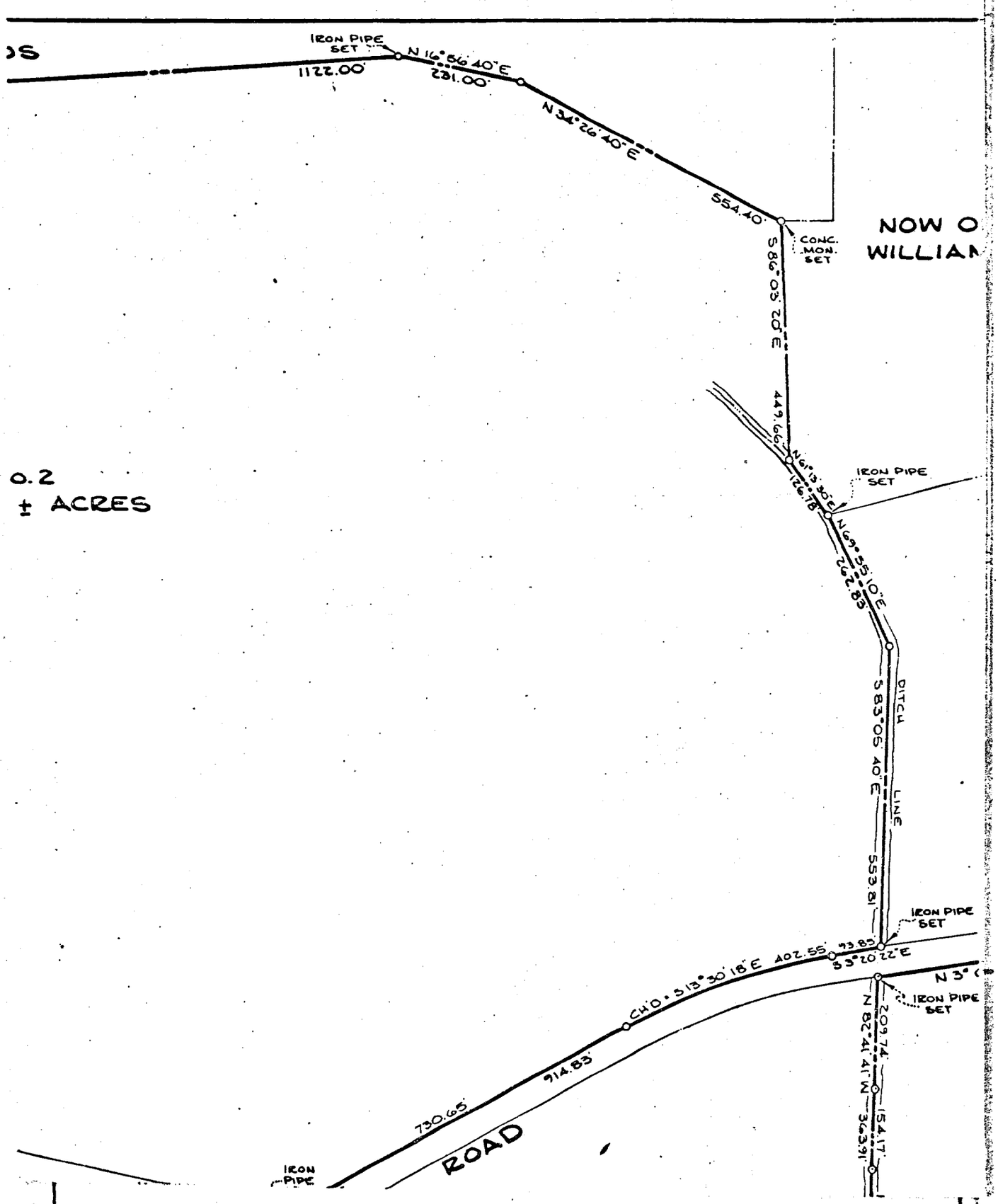


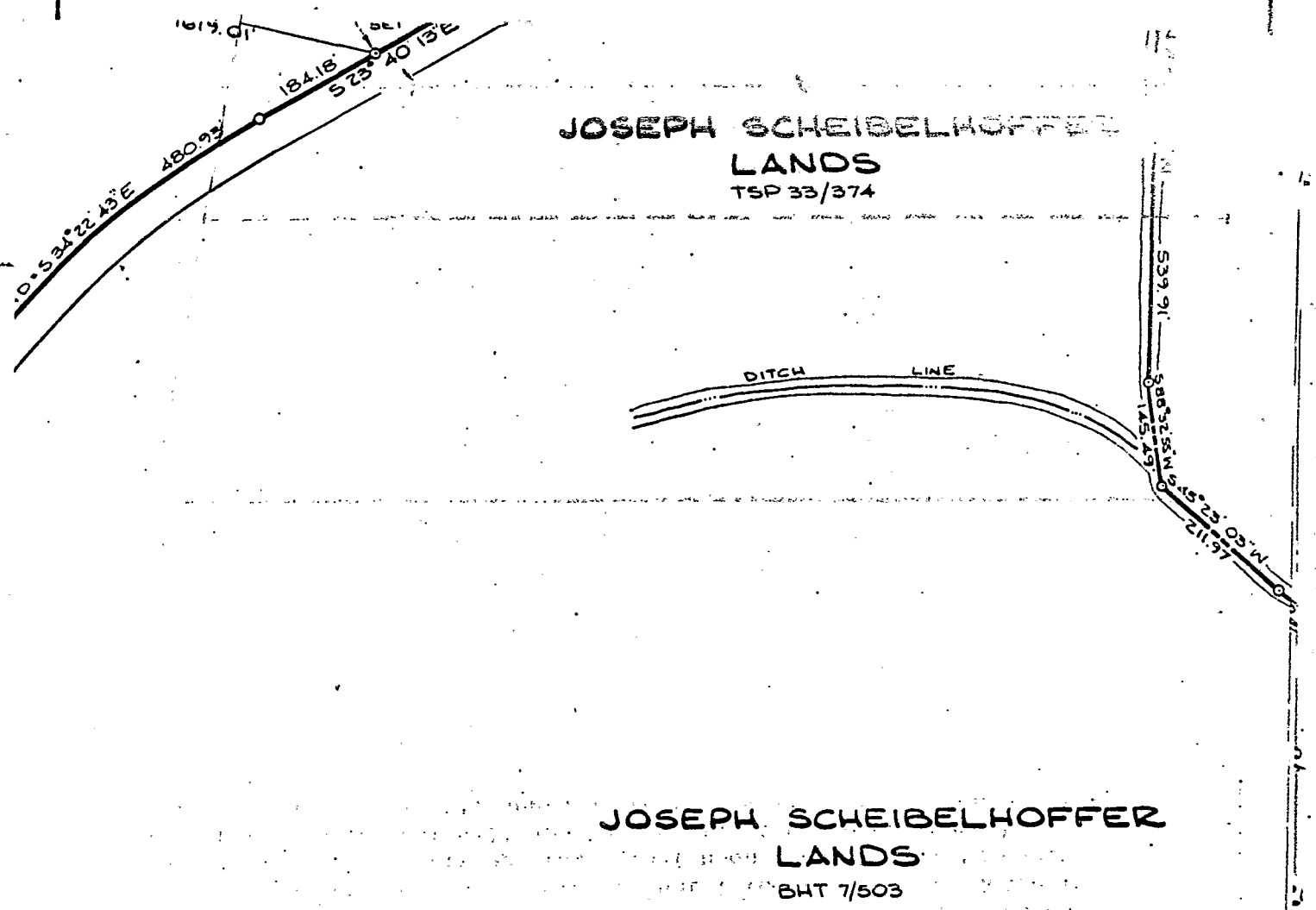
DATE	BY	CHANGES	NO.

REVISIONS

LIBER 8 PAGE 75

LIBER 8 PAGE 76





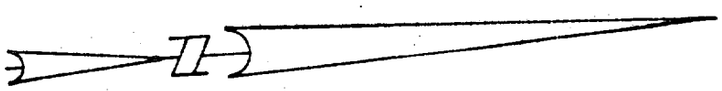
J. R. McCrone, Jr., Inc.

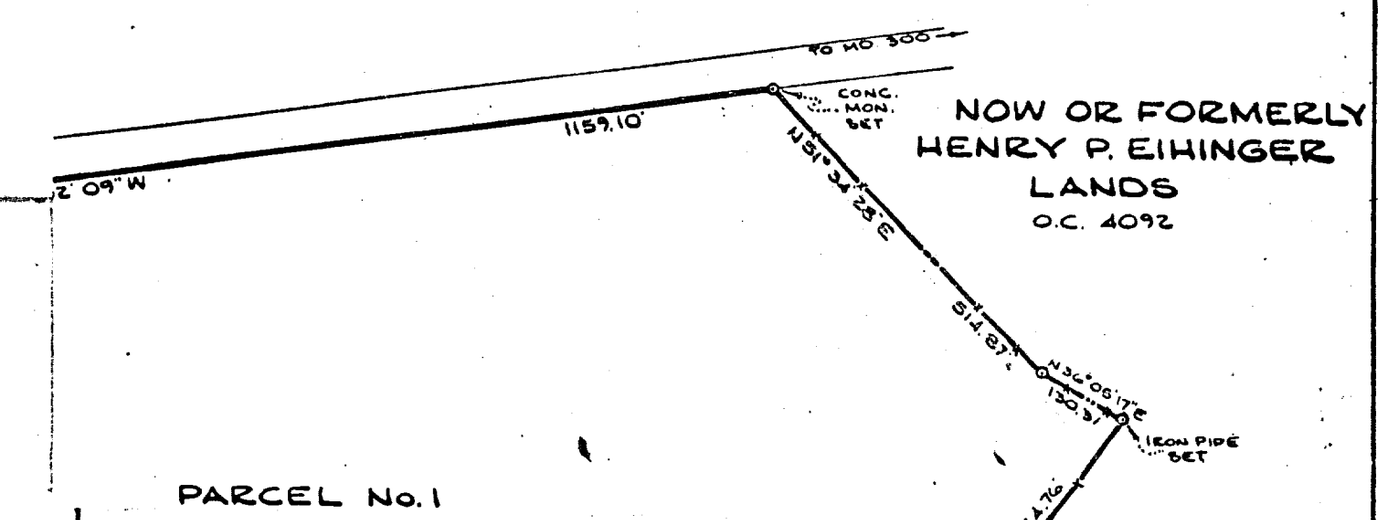
REGISTERED PROFESSIONAL ENGINEERS
AND SURVEYORS

OFFICES AT
ANNAPOLIS
CHESTERTOWN
PRINCE FREDERICK
TRAPPE
LEONARDTOWN
UPPER MARLBORO

LIBER 8 PAGE 78

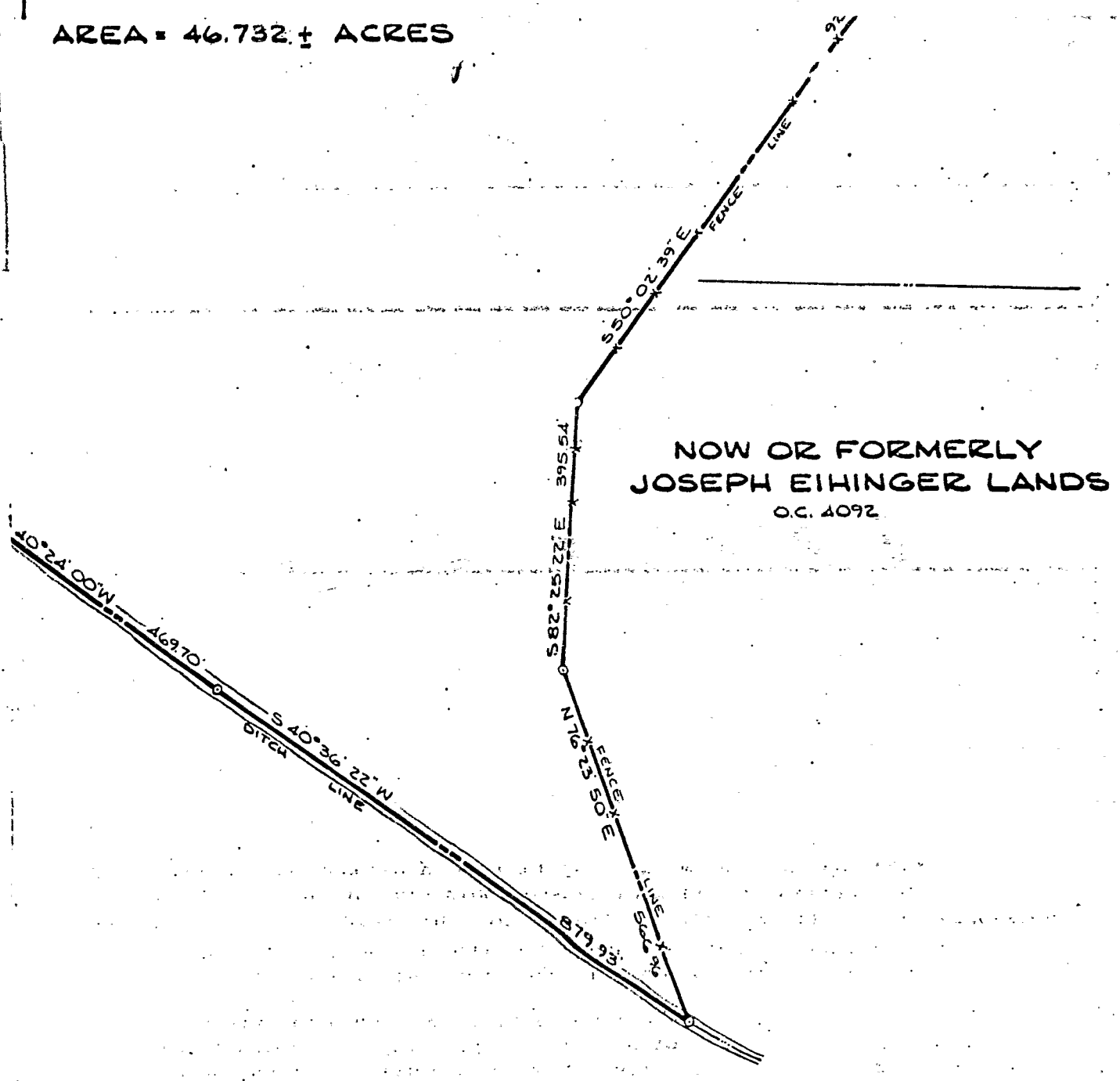
2 FORMERLY
1 FAUST LANDS
WHC 7A/397





PARCEL No. 1

AREA = 46.732 ± ACRES



IN CHARGE: JL CHKD. BY: APPRVD. BY FML	SURVEY OF THE LANDS OF	SHEET NUMBER
DRAWN BY: TRCD. BY: LUFF FILE NUMBER 1153 DATE 9/72 SCALE 1" = 200' JOB NUMBER E-6220	JOHN A. SCHEIBEL FIRST ELECTION DISTRICT, QUEEN ANNES COUNTY, MARYLAND	SEAL

644

2 JOHN A. SCHEIBEL
6003 Old Branch Road
Camp Spring, Maryland 20031
Plaintiff

vs

ISAAC EVERETT and any unknown heirs of Isaac Everett, their respective heirs, executors, administrators, personal representatives and all other persons, their heirs, executors administrators, personal representatives who could claim any interest in the real estate mentioned in these proceedings or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings. Addresses unknown

Defendants

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

NO._____

ORDER OF PUBLICATION

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

The Bill recites that this proceeding is:

1. Filed under the provisions of the Code of Public General Law of Maryland, Article 16, Section 128 (1957).

2. That on or about December 8, 1923, Addie Walls, Enos Walls, Fletcher Everett, Ada Everett, Mattie Starkey, James L. Starkey, Pearl Hickey and Foster Hickey, deeded to Elizabeth Everett all their undivided parts in, and to all that lot or tract of land called or known as "The Isaac Everett Farm", or "The Isaac Everett Property", situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, on both sides of the public road from Peter's Corner, in said county, to Templeville, in said county, adjoining the lands of Edward K. Everett, the land of J. Walters Paynter, the land of David and Bessie Starkey, and also adjoining the property known as The Old Leager Property, and containing forty five acres of land, more or less; and said Deed was recorded among the Land Records of Queen Anne's County in Liber BHT No. 1, folio 193, a copy of which is filed herewith and made a part hereof and marked "Exhibit A".

3. That in the being clause of the deed mentioned in paragraph No. 2 above, it states that this land is the same land which Isaac Everett acquired possession in fee simple over 30 years ago and which possession he retained as sole owner until the time of his death in February, 1921. It further states that upon Isaac Everett's death without leaving a last will and testament, it descended unto his children and the said Elizabeth Everett, his wife, as his only heirs

at law. Said being clause states that Isaac Everett was the father of the said Addie Walls, Fletcher Everett, Mattie Starkey and Pearl Hickey.

4. That said Isaac Everett died as stated in the Deed above mentioned in February of 1921, but that a diligent search of the records of the Register of Wills Office of Queen Anne's County has failed to reveal any evidence of his death, any evidence of any administration of his estate, and any evidence of his heirs at law. Furthermore, that a diligent search of the Land Records of Queen Anne's County back to 1850 did not reveal how said Isaac Everett acquired said property described in the Deed which is "Exhibit A".

5. That the said Elizabeth Everett did by deed dated December 22, 1923, convey the land described as 45 acres, more or less, to William L. Jones and Jane Jones, said deed was recorded among the Land Records of Queen Anne's County in Liber BHT No. 1, folio 195, a copy of which is filed herewith and made a part hereof and marked "Exhibit B".

6. That the said William L. Jones and Jane Jones, his wife, conveyed the above mentioned land to Harry Julian King and Anna Eleanor King by deed dated July 19, 1944, and recorded among the Land Records of Queen Anne's County in Liber ASG,JR. No. 9, folio 560, a copy of which is filed herewith and made a part hereof and marked "Exhibit C".

7. That the said Harry Julian King and Anna Eleanor King, his wife, conveyed the same above mentioned land to J. Wilbur Stafford by deed dated February 21, 1946, and recorded among the Land Records of Queen Anne's County in Liber ASG,JR. No. 13, folio 81, a copy of which is filed herewith and made a part hereof and marked "Exhibit D".

8. That the said J. Wilbur Stafford conveyed the same above mentioned land to Joseph R. Kenney and Ethel Kenney by deed dated March 16, 1946, and recorded among the Land Records of Queen Anne's County in Liber ASG,JR. No. 13, folio 307, a copy of which is filed herewith and made a part hereof and marked "Exhibit E".

9. That the said Joseph R. Kenney and Ethel Kenney, his wife, conveyed the same above mentioned land to Winton E. Gross and Doris Y. Gross, his wife, by Deed dated January 13, 1951, and recorded among the Land Records of Queen Anne's County in Liber NBW No. 8, folio 401, a copy of which is filed herewith and made a part hereof and marked "Exhibit F".

10. That the said Winton E. Gross and Doris Y. Gross, his wife, conveyed the same above mentioned property to Franklin Edmond Moore and Florence Eva Moore, his wife, by deed dated August 27, 1955, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 23, folio 535, a copy of which is filed herewith and made a part hereof and marked "Exhibit G".

11. That the saif Franklin Edmond Moore and Florence Eva Moore, his wife, did grant to John A. Scheibel by deed dated September 4, 1965, the following described real estate:

ALL that part of a tract of land called or known as the "Isaac Everett Farm" or the "Ike Everett Property", situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, on the East side of the Public Road known as the Pete

Everett Road, which runs South from the Southern boundary of Route No. 300 between Peter's Corner Road and Andover Branch, adjoining the lands of John A. Scheibel and Joseph Scheibelhoffer, containing Thirty-Five acres of land, more or less.

BEING a part of the same land granted and conveyed unto Franklin Edmond Moore and Florence Eva Moore, his wife, by Winton E. Gross and Doris Y. Gross, his wife, by Deed dated August 27, 1955, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 23, folio 535.

This above mentioned deed was recorded among the Land Records of Queen Anne's County in Liber CWC No. 17, folio 256, a copy of which is filed herewith and made a part hereof and marked "Exhibit H".

12. That in September of 1972, the said John A. Scheibel had a survey of this land made by J.R. McCrone, Jr., Inc., registered professional engineers and surveyors, a copy of the survey is attached hereto and made a part hereof and marked "Exhibit I", to determine the exact acreage and to obtain a metes and bounds description. The survey showed that there was 46.732 acres of land in this parcel and that the metes and bounds description was as follows:

Starting at a concrete monument located on the east side of the Pete Everett Road where this land touches the lands now or formerly of Henry P. Eihinger, North 51° 34' 28" East 514.87 feet to a point; thence, North 36° 05' 17" East 130.37 feet to an iron pipe; thence, South 50° 02' 39" East 924.76 feet to a point; thence, South 82° 25' 22" East 305.54 feet to a point; thence, North 76° 23' 50" East 566.96 feet to a point; thence, South 40° 36' 22" West 879.93 feet to a point; thence, South 40° 24' 00" West 469.70 feet to a point; thence South 45° 23' 03" West 211.97 feet to a point; thence, South 88° 32' 55" West 145.49 feet to a point; thence, North 83° 24' 58" West 539.91 feet to a point; thence, North 82° 41' 41" West 154.17 feet to a point; thence, continuing on the same course 209.74 feet to an iron pipe; thence, North 3° 02' 09" West 1,159.10 feet to the concrete monument set at the place of beginning, containing 46.732 acres of land. This land being parcel No. 1 of the survey.

13. That accounting from the Addie Walls, et. al., to Elizabeth Everett deed, Complainants' Exhibit A in 1923, the Complainants and their prececessors in title aforementioned have by deed held record title to said lands in this parcel to the east side of the Pete Everett Road and have possessed the same in an actual visible exclusive, continuous manner, hostile to 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 the said land.

14. That to the knowledge of the Complainant, 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 Complainant and his predecessors in title have continued continuously and adversely for over 20 years without hinderance.

15. 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.

16. That the Complainant does not have an adequate remedy at law nor otherwise therein in equity.

IT IS THEREUPON ORDERED, by the Circuit Court for Queen Anne's County, this 2nd day of January, 1973, that the Plaintiff, by causing a Copy of this Order to be inserted in some newspaper published in Queen Anne's County, State of Maryland, once a week in each of four (4) successive weeks, before the 1st day of February, 1973, shall give notice to the Defendants, addresses unknown, of the substance and object of the Bill of Complaint, and to appear in the Circuit Court for Queen Anne's County, on or before the 5th day of March, 1973, and file their answer or other initial pleading in the Clerk's Office of said Court, at Centreville, Maryland; otherwise, a decree pro confesso and/or al final decree may be entered for the relief demanded by the Plaintiff.

Charles W. Crile

Filed Jan. 2, 1973 CLERK

IN THE
CIRCUIT COURT
FOR QUEEN ANNE'S
COUNTY
IN EQUITY
NO. 5402

JOHN A. SCHEIBEL
6003 Old Branch
ROAD
Camp Spring,
Maryland
20031
Plaintiff

vs

ISAAC EVERETT and any unknown heirs of Isaac Everett, their respective heirs, executors, administrators, personal representatives and all other persons, their heirs, executors administrators, personal representatives who could claim any interest in the real estate mentioned in these proceedings or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings. Addresses unknown
Defendants

ORDER OF
PUBLICATION

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

The Bill recites that this proceeding is:

1. Filed under the provisions of the Code of Public General Law of Maryland, Article 16, Section 128 (1957).

2. That on or about December 8, 1923, Addie Walls, Enos Walls, Fletcher Everett, Ada Everett, Mattie Starkey, James L. Starkey, Pearl Hickey and Foster Hickey, deeded to Elizabeth Everett all their undivided parts in, and to all that lot or tract of land called or known as "The Isaac Everett Farm", or "The Isaac Everett Property", situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, on both sides of the public road from Peter's Corner, in said county, to Templeville, in said county, adjoining the lands of Edward K. Everett, the land of J. Walters Paynter, the land of David and Bessie Starkey, and also adjoining the property known as The Old Leager Property, and containing forty five acres of land, more or less; and said Deed was recorded among the Land Records of Queen Anne's County in Liber BHT No. 1, folio 193, a copy of which is filed herewith and made a part hereof and marked "Exhibit A".

3. That in the being clause of the deed mentioned in paragraph No. 2 above, it states that this land is the same land which Isaac Everett acquired possession in fee simple over 30 years ago and which possession he retained as sole owner until the time of his death in February, 1921. It further states that upon Isaac Everett's death without leaving a last will and testament, it descended unto his children and the said Elizabeth Everett, his wife, as his only heirs at law. Said being clause states that Isaac Everett was the father of the said Addie Walls, Fletcher Everett, Mattie Starkey and Pearl Hickey.

4. That said Isaac Everett died as stated in the Deed above mentioned in February of 1921, but that a diligent search of the records of the Register of Wills Office of Queen Anne's County has failed to reveal any evidence of his death, any evidence of any administration of his estate, and any evidence of his heirs at law. Furthermore, that a diligent search of the Land Records of Queen Anne's County back to 1850 did not reveal how said Isaac Everett acquired said property described in the Deed which is "Exhibit A".

5. That the said Elizabeth Everett did by deed dated December 22, 1923, convey the land described as 45 acres, more or less, to William L. Jones and Jane Jones, said deed was recorded among the Land Records of Queen Anne's County in Liber BHT No. 1, folio 195, a copy of which is filed herewith and made a part hereof and marked "Exhibit B".

6. That the said William L. Jones and Jane Jones, his wife, conveyed the above mentioned land to Harry Julian King and Anna Eleanor King by deed dated July 19, 1944, and recorded among the Land Records of Queen Anne's County in Liber ASG, JR, No. 9, folio 560, a copy of which is filed

(Continued on Page 10.)

(Continued on Page 11)

herewith and made a part hereof and marked "Exhibit C".

7. That the said Harry Julian King and Anna Eleanor King, his wife, conveyed the same above mentioned land to J. Wilbur Stafford by deed dated February 21, 1946, and recorded among the Land Records of Queen Anne's County in Liber ASG,JR. No. 13, folio 81, a copy of which is filed herewith and made a part hereof and marked "Exhibit D".

8. That the said J. Wilbur Stafford conveyed the same above mentioned land to Joseph R. Kenney and Ethel Kenney by deed dated March 16, 1946, and recorded among the Land Records of Queen Anne's County in Liber ASG,JR. No. 13, folio 307, a copy of which is filed herewith and made a part hereof and marked "Exhibit E".

9. That the said Joseph R. Kenney and Ethel Kenney, his wife, conveyed the same above mentioned land to Winton E. Gross and Doris Y. Gross, his wife, by Deed dated January 13, 1951, and recorded among the Land Records of Queen Anne's County in Liber NBW No. 8, folio 401, a copy of which is filed herewith and made a part hereof and marked "Exhibit F".

10. That the said Winton E. Gross and Doris Y. Gross, his wife, conveyed the same above mentioned property to Franklin Edmond Moore and Florence Eva Moore, his wife, by deed dated August 27, 1955, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 23, folio 535, a copy of which is filed herewith and made a part hereof and marked "Exhibit G".

11. That the said Franklin Edmond Moore and Florence Eva Moore, his wife, did grant to John A. Scheibel by deed dated September 4, 1965, the following described real estate:

ALL that part of a tract of land called or known as the "Isaac Everett Farm" or the "Ike Everett Property", situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, on the East side of the Public Road known as the Pete Everett Road, which runs South from the Southern boundary of Route No. 300 between Peter's Corner Road and Andover Branch, adjoining the lands of John A. Scheibel and Joseph Scheibelhoffer, containing Thirty-Five acres of land, more or less.

BEING a part of the same land granted and conveyed unto Franklin Edmond Moore and Florence Eva Moore, his wife, by Winton E. Gross and Doris Y. Gross, his wife, by Deed dated August 27, 1955, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 23, folio 535.

This above mentioned deed was recorded among the Land Records of Queen Anne's County in Liber CWC No. 17, folio 256, a copy of which is filed herewith and made a part hereof and marked "Exhibit H".

12. That in September of 1972, the said John A. Scheibel had a survey of this land made by J. R. McCrone, Jr., Inc., registered professional engineers and surveyors, a copy of the survey is attached hereto and made a part hereof and marked "Exhibit I", to determine the exact acreage and to obtain a metes and bounds description. The survey showed that there was 46.732 acres of land in this parcel and that the metes and bounds description was as follows:

Starting at a concrete monument located on the east side of the Pete Everett Road where this land touches the lands now or formerly of Henry P. Eibinger, North 51° 34' 28" East 514.87 feet to a point; thence, North 36° 05' 17" East 130.37 feet to an iron pipe; thence, South 50° 02' 39" East 924.76 feet to a point; thence, South 82° 25' 22" East 395.54 feet to a point; thence, North 76° 23' 50" East 566.96 feet to a point; thence, South 40° 36' 22" West 879.93 feet to a point; thence, South 40° 24' 00" West 469.70 feet to a point; thence South 45° 23' 03" West 211.97 feet to a point; thence, South 88° 32' 55" West 145.49 feet to a point; thence, North 83° 24' 58" West 539.91 feet to a point; thence, North 82° 41' 41" West 154.17 feet to a point; thence, continuing on the same course 209.74 feet to an iron pipe; thence, North 3° 02' 09" West 1,159.10 feet to the concrete monument set at the place of beginning, containing 46.732 acres of land. This land being parcel No. 1 of the survey.

13. That according from the Addie Walls, et. al., to Elizabeth Everett deed, Complainants' Exhibit A in 1923, the Complainants and their preeeecessors in title aforementioned have by deed held record title to said lands in this parcel to the east side of the Pete Everett Road and have possessed the same in an actual visible exclusive, continuous manner, hostile to 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 the said land.

14. That to the knowledge of the Complainant, 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 Complainant and his predecessors in title have continued continuously and adversely for over 20 years without hinderance.

15. 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.

16. That the Complainant does not have an adequate remedy at law nor otherwise therein equity.

IT IS THEREUPON ORDERED, by the Circuit Court for Queen Anne's County, this 2nd day of January, 1973, that the Plaintiff, by causing a Copy of this Order to be inserted in some newspaper published in Queen Anne's County, State of Maryland, once a week in each of four (4) successive weeks, before the 1st day of February, 1973, shall give notice to the Defendants, addresses unknown, of the substance and object of the Bill of Complaint, and to appear in the Circuit Court for Queen Anne's County, on or before the 5th day of March, 1973, and file their answer or other initial pleading in the Clerk's Office of said Court, at Centreville, Maryland; otherwise, a decree pro confesso and/or al final decree may be entered for the relief demanded by the Plaintiff.

CHARLES W. CECIL
CLERK

Filed Jan. 2, 1973
True Copy Test:
Charles W. Cecil, Clerk

3

The Bay Times

P.O. Box 44, Stevensville, Md. 21666 Jan. 29, 1973

THE BAY TIMES, a body corporate, does hereby certify that the Order of Publication - Equity No. 5402

in the case/estate of Solitel vs. Everett

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 ~~2nd~~ 26th day of Jan, 1973, and that the first insertion of said advertisement in said BAY TIMES was on the 4th day of Jan, 1973, and the last insertion on the 25th day of Jan, 1973

THE BAY TIMES

By Louie R. Price

Filed Mar. 6, 1973

4

JOHN A. SCHEIBEL
6003 Old Branch Road
Camp Spring, Maryland 20031
PLAINTIFF

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

vs

IN EQUITY NO. 5402

ISAAC EVERETT and any unknown heirs of Isaac Everett, their respective heirs, executors administrators, personal representatives and all other persons their heirs, executors, administrators, personal representatives who could claim to have any interest in the real estate mentioned in these proceedings or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings.
Addresses unknown
DEFENDANTS

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiff, by Clark & Clark, John T. Clark, III, their Solicitors, respectfully represents unto your Honors:

1. That a Bill of Complaint was duly filed in this cause, and an Order of Publication duly issued by the Clerk of the Circuit Court for Queen Anne's County, giving notice to the Defendants, Isaac Everett and any unknown heirs of Isaac Everett, their respective, heirs, executors, administrators, personal representatives and all other persons, their heirs, executors, administrators, personal representatives, who could claim any interest in the real estate mentioned in these proceedings or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings.

2. That although the time allowed by said Order of Publication to the said Defendants to answer and defend in this Cause has long since passed, the Defendants have failed to enter their appearance, either in proper person, or by solicitor and have not filed any pleadings herein.

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

TO THE END, THEREFORE,

1. That a Decree Pro Confesso may be granted against the Defendants and each of them.

2. That the papers in this cause may be submitted to one of the standing examiners of this Court so that the Plaintiff may offer testimony to support evidence in this Bill of Complaint.

AND AS IN DUTY BOUND, ETC.

John T. Clark III
Clark & Clark
By: John T. Clark, III
118 N. Commerce Street
Centreville, Maryland 21617
Phone: 758-1392

Filed Mar. 6, 1973

5

JOHN A. SCHEIBEL
6003 Old Branch Road
Camp Spring, Maryland 20031
PLAINTIFF

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

vs

IN EQUITY

ISAAC EVERETT and any unknown heirs of Isaac Everett, their respective heirs, executors administrators, personal representatives and all other persons, their heirs, executors, administrators personal representatives who could claim any interest in the real estate mentioned in these proceedings or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings. Addresses unknown
DEFENDANTS

NO. 5402

DECREE PRO CONFESSO

That the aforegoint Petition having been read and considered, and it appearing that the Defendants, Isaac Everett and any unknown heirs of Isaac Everett, their respective heirs, executors, administrators, personal representatives and all other persons, their heirs, executors, administrators, personal representatives who could claim any interest in the real estate mentioned in these proceedings or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings, being the Defendants, and having been duly notified to appear and answer the Bill of Complaint as evidenced by the Order of Publication heretofore filed in this cause and having failed to appear in proper person or by solicitor,

IT IS THEREUPON, THIS 6th day of March, 1973, by the Circuit Court of Queen Anne's County, in Equity, and by the authority thereof, ADJUDGED, ORDERED and DECREED that the Plaintiff is entitled to relief in the premises and that the Bill of Complaint be, and the same is hereby taken Pro Confesso against the Defendants, Isaac Everett and any unknown heirs of Isaac Everett, their respective heirs, executors, administrators, personal representatives and all other persons, their heirs, executors, administrators, personal representatives who could claim any interest in the real estate mentioned in these proceedings or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings, but because it does not certainly appear to what relief the Petitioners are entitled, it is further ORDERED and ADJUDGED that leave be granted to the Petitioners to take testimony before one of the Standing examiners of this Court, to support the allegations of the Bill of Complaint.

James A. Ewse
JUDGE

Filed Mar. 6, 1973

6/

JOHN A. SCHEIBEL
6003 Old Branch Road
Camp Spring, Maryland 20031
PLAINTIFF

VS

ISAAC EVERETT and any unknown heirs of Isaac Everett, their respective heirs executors, administrators, personal representatives and all other persons, their heirs, executors, administrators, personal representatives who could claim to have any interest in the real estate mentioned in these proceedings or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings.
Addresses unknown
DEFENDANTS

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5402

The undersigned, one of the Standing Examiners for the Circuit Court of Queen Anne's County, in Equity, did, at the request of Clark & Clark, Solicitors for the Plaintiff, at their law office at 118 North Commerce Street, Centreville, Maryland, on Saturday, March 10, 1973, at 10:00 o'clock a.m., after first having sworn the witnesses and the stenographer, proceed to take testimony; and I further certify that I was present during the taking of said testimony and that I did not deem it necessary for me to e xamine any of the witnesses, there being no irregular or unusual circumstances in the taking of said testimony.

Edward Turner
Examiner

QUESTIONS BY THE EXAMINER:

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

A: John A. Scheibel, 69 years of age, I live at 6003 Old Branch Avenue Camp Spring, Maryland and I am retired.

Q: Are there any other pending suits or actions of law against this property in this or any other Court of law?

A: No, there are none.

QUESTIONS BY MR. CLARK:

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

A: Kate Everett, 62 years old, I live in Queen Anne's County, next to the Delaware line on Route 300, and I am a house keeper.

Q: Mrs. Everett, I note that you are the same name as Isaac Everett, are you any relation to the Isaac Everett mentioned in these proceedings?

A: He is a distant relative.

Q: Do you remember Isaac Everett and his wife?

A: Yes.

Q: Her name was Elizabeth Everett?

A: Yes, Elizabeth Chase Everett.

Q: And how many children did Isaac Everett and Elizabeth Everett have?

A: There was Fletcher Everett, Pearl Hickey, Addie Walls and Mattie Starkey.

Q: And, as far as you know, how many of these children are living today?

A: Just Pearl Hickey.

Q: And where does she live?

A: Greensboro, Maryland.

Q: I show you this deed which is Exhibit No. A in the Bill of Complaint, referring to the Isaac Everett property. Do you know this property?

A: The Isaac Everett property, yes, I know it.

Q: Where is it located?

A: It is on the Pete Everett Road. You turn at the Everett Road at Wooleyhands and you can go right on back down there. You turn north at Route 300 and go down there about three miles and it is on the left.

MR. CLARK: I would like to enter into evidence this deed which is Exhibit A to the Bill of Complaint and shall be Exhibit No. 1 to this testimony.

Q: I show you this deed that was just entered into evidence and this deed purports to be granted from Addie Walls and her husband, Fletcher Everett, Mattie Starkey and her husband, James L. Starkey, Pearl Hickey and her husband, Foster Hickey, who at that time were living in Chester, Maryland, they conveyed all their interest to this farm belonging to Isaac Everett, who had died at this time, to Elizabeth Everett.

A: Right.

Q: Do you remember when Isaac Everett died?

A: It was about in the early 1920's.

Q: Prior to the time of his death, did Isaac Everett live on that farm?

A: Yes.

Q: The people that have executed the deed which I just showed you, were they the only heirs of Isaac Everett at the time of his death?

A: Yes, as far as I know.

Q: When Mrs. Elizabeth Everett got the property, do you remember her conveying it to anyone?

A: Yes, when she sold it a Mr. and Mrs. William L. Jones bought it.

Q: Did they live on the property?

A: Yes, they lived there for about 20 years.

Q: During this time they lived on the property?

A" Yes, they built a home on the property and used it as a summer home.

Q: And they paid taxes on this property?

A: Yes.

Q: And they held themselves out to be the owners against the whole world?

A: Yes.

Q: And you have never known of anyone to dispute the title?

A: No.

Q: Now, on or about July 19, 1944, William L. Jones and Jane Jones, his wife, conveyed this property to Harry Julian King, is that correct?

A: Yes.

Q: And very soon afterward, Harry Julian King conveyed the property to J. Wilbur Stafford, am I right?

Yes.

Q: Mr. Stafford conveyed the property to Joseph R. Kenney, correct?

A: I don't hardly remember them owning the property. I do remember that Mr. Stafford sold the property but I'm not sure who bought it.

Q: Well, these conveyances were very close together. But, you do remember Mr. Stafford selling the property?

A: Yes.

Q: Now, Mr. and Mrs. Kenney, who bought the property from Mr. Stafford, sold this property to Mr. and Mrs. Winton E. Gross, do you remember these people?

A: Yes, I remember them well.

Q: Now, did Mr. and Mrs. Gross live on the property or did they lease it out?

A: They never lived on the property. They rented it out to someone.

Q: Now, Mr. and Mrs. Gross sold this property to Franklin E. Moore and Florence Eva Moore, his wife. Do you remember them?

A: Yes, I remember them living there.

Q: And there was no one disputing their ownership of this property?

A: No.

Q: Now, Mr. and Mrs. Moore sold this property to Mr. John A. Scheibel in 1965. Do you know Mr. Scheibel?

A: Yes I do.

Q: And did you know that Mr. Scheibel owned this property?

A: Yes.

Q: And has there ever been anyone disputing his title to this property?

A: No, none other than this one.

Q: In other words, he and his predecessors in title have owned this property for a period in excess of 20 years and they have owned it hostle to any claim of others and you have heard of no action of law being brought against the title?

A: That is right.

The second witness, having been duly sworn, did depose and say:

Q: Give your name, age, address and occupation?

A: Albert Andersen, 68 years old, I live in Templeville, Maryland and I am retired.

Q: Mr. Andersen, how long have you lived in the area?

A: Since 1925.

Q: Do you remember a man named Isaac Everett?

A: I did not know him but I have heard of him.

Q: Do you remember any of his relatives?

A: Yes, I know Pearl Hickey, his daughter.

Q: Do you know the property that is referred to as the Isaac Everett farm?

A: Yes.

Q: And since you have been here, do you remember a person named William L. Jones and his wife, Jane.

A: Yes, I know them.

Q: Do you remember them living on the Isaac Everett farm?

A: Yes.

Q: Now, I show you this abstract of a deed, which is Exhibit B in the Bill of Complaint and I ask that it be Exhibit No. 2 to this testimony. This is the deed by which Mr. and Mrs. Jones received this property. Is this a description of the Isaac Everett property?

A: Yes.

MR. CLARK: Entered into evidence to this testimony is this copy of a deed which is exhibit No. B in the Bill of Complaint and shall be Exhibit No. 2 to this testimony.

Q: Now, this property, do you remember the Joneses living there.

A: Well, they never lived there.

Q: But, it was known in the community that this was their property?

A: Yes.

Q: And they held it as their own property against any claim of any other owners?

A: Yes.

Q: They held it against the whole world and they were hostle toward any other owners?

A: Yes.

Q: Did they pay taxes on the property?

A: Yes.

Q: Do you remember the Jones selling this property.

A: Yes, I remember them selling it.

Q: Do you remember Harry Julian King?

A: No, I don't remember him.

Q: How about in 1936, when the Kings sold it to J. Wilbur Stafford?

A: No.

Q: These conveyances were one right after another. Do you remember when J. Wilbur Stafford wold the property to the Kenneys?

A: No.

Q: How about when the Kenneys sold the property to Joseph Gross and his wife?

A: Yes, I remember them.

Q: Do you remember a nam named Franklin Edmond Moore?

A: I know of him.

Q: Did you know that he resided on the place?

A:. Yes, he lived there.

Q: Did you know that Mr. and Mrs. Moore sold the place to Mr. John A. Scheibel?

A: Yes.

Q: Do you know Mr. Scheibel?

A: Yes.

Q: Has Mr. Scheibel maintained this to be his property?

A: Yes.

Q: And has paid taxes on this property?

A: Yes.

Q: And during this time, has there ever been any cliam of anybody to this property?

A: No, none.

Q: And as far as you know, there has never been any action of law to dispute this title?

A: Right.

Q: And Mr. Scheibel has held himself out to be the owner of this property against the whole world?

A: Yes.

The third witness, having been duly sworn, did depose and say:

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

A: John A. Scheibel, 69 years of age, I am retired and I live at 6003 Old Branch Avenue, Camp Spring, Maryland.

Q: Mr. Scheibel, have you been a resident of Queen Anne's County?

A: Yes.

Q: Do you remember the Isaac Everett property?

A: Yes.

Q: Do you remember Isaac Everett?

A: Yes, I remember him.

Q: Do you remember his children?

A: No.

Q: Do you remember William Jones?

A: Yes.

Q: Do you remember if he lived on this Isaac Everett property?

A: Yes, he did.

Q: How long did he live there?

A: I can't remember the year now but it was quiet a while.

Q: I show you this deed, which is Exhibit No. 2 to the testimony, which shows that he purchased the land on December 22, 1923, does that sound right?

A: Yes.

Q: And the Jones transferred this property on July 19, 1944?

A: I'm not sure.

Q: But they had it for over 20 years?

A: Yes, there is no question of that.

Q: And this property was known as the Isaac Everett farm?

A: Yes.

Q: And after different conveyances, the property was finally transferred to Franklin Edmond Moore and his wife, Florence Eva Moore, right?

A: Yes.

Q: Do you remember the Moores?

A: Yes,

Q: And this property is described as being on the Pete Everett Road?

A: Yes.

Q: It was described as being on the Pete Everett Road which runs south from the southern boundary of Route 300 from the Peters Corner Road and Andover Branch adjoining the lands of John A. Scheibel and Joseph Scheibelhoffer, containing, in the deed to you, 45 acres more or less, but the parcel that he conveyed to you referrs to it as only 35 acres on the southern boundary of Route 300 and Andover Branch, it is all on the south side of that road?

A: Yes.

MR. CLARK: Entered into evidence is a deed which is marked Exhibit H. to the Bill of Complaint and shall be Exhibit No. 3 to this testimony.

Q: Now, prior to this time, there had not been a survey on this land?

A: That is right.

Q: Later on, Mr. Moore conveyed what was on the North side of Pete Everett Road to the Fullers. Do you know the Fullers?

A: Yes.

Q: And that is all on the north side of the Pete Everett Road?

A: Yes, in other words, I got all that is on the south side of the road.

Q: So, your property, if you were coming in on Pete Everett Road off Route 301, it is on the left hand side of the road.

A: Right.

Q: And the deed conveyance in the deed that he conveyed to the Fullers referred to it as being all the property excepting what he conveyed to

you and the County Commissioners of Queen Anne's County.

A: Right.

Q: Now, Mr. Scheibel, in September of 1972, did you have a survey made?

A: Yes.

Q: And you wanted to find out exactly how much acreage was contained in this parcel since there had never been a survey made?

A: Right, I thought the best way to know what I had in there was to get a survey to come up with a description so I would know where the property line was.

Q: And you employed J.R. McCrone, Jr., Inc., to do this work.

A: Yes.

Q: And they came up and surveyed this property and came up with this survey?

A: Right.

MR. CLARK: Entered into evidence is this copy of the survey of the property of John A. Scheibel and it shall be marked Exhibit No. 4 to this testimony and is Exhibit I to the Bill of Complaint.

Q: And this description shows that there was 46.732 acres of land more or less?

A: Right.

Q: And you have had actual, visable exclusive and continuous possession of this property?

A: Yes.

Q: With your predecessors in title you have had actual, visable, exclusive and continuous possession of this property in excess of 20 years.

A: Yes.

Q: This has been continuous and you have paid taxes on this property and have held yourself out to be the owner of this property against the whole world?

A: Yes.

Q: And you have had no disputes in regard to property lines?

A: No.

Q: And you have had no one come up and argue about the property lines since the survey?

A: No.

Q: And as far as you know at this time, you are the owner of the whole 46.732 acres of land?

A: Yes.

Q: And as far as you know, there is no other action of law against this land?

A: That is right.

Q: And you have no other adaquate remedy at law except this action herein?

A: No.

Q: And you desire the relief that the Court can give you and that they make a permanent innunction against anh other person exerting any claim lien or encumbrance against the land herein described in said survey which is Exhibit No. 4 herein.

A: That is right.

There being no further witnesses to be examined, the Examiner herein makes his return to this testimony, and the costs are as follows:

Edward Turner		$10.00 Paid
Ruth Voshell	paid	$25.00

And I hereby further certify that said testimony commenced at 10:00 o'clock a.m. and ended at 11:00 o'clock a.m. or a period of 1 hour.

Edward Turner
Examiner

Filed March 22, 1973

1

JOHN A. SCHEIBEL
6003 Old Branch Road
Camp Spring, Maryland 20031
PLAINTIFF

VS

ISAAC EVERETT and any unknown heirs of Isaac Everett, their respective heirs executors, administrators, personal representatives and all other persons their heirs, executors, administrators, personal representatives who could claim to have any interest in the real estate mentioned in these proceedings or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings. Addresses unknown
DEFENDANTS

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5402

DECREE

The above Cause standing ready for hearing and being submitted without argument, the Bill of Complaint, testimony and all other proceedings were by the Court read, considered;

IT IS THEREUPON this 10th day of April, 1973, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED that:

1. That John A. Scheibel, have absolute ownership and perfect right to absolute disposition of the real estate in Queen Anne's County mentioned in these proceedings and more particularly described below, as against Isaac Everett and any unknown heirs of Isaac Everett, their respective heirs, executors, administrators, personal representatives and all other persons, their heirs, executors, administrators, personal representatives, who could claim any interest in the real estate mentioned in these proceedings or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings and hereinbelow described, as follows, to wit:

"ALL that part of a tract of land called or known as the "Isaac Everett Farm" or the "Ike Everett Property", situate, lying and being in the First Election District of Queen Anne's County, Maryland, on the East side of the public road known as the Pete Everett Road, which runs South from the Southern boundary of Route No. 300 between Peter's Corner Road and Andover Branch, adjoining the lands of John A. Scheibel and Joseph Scheibelhoffer, being more particularly described in a survey description made by J.R. McCrone, Jr., Inc., registered professional engineers and surveyors, dated September 1972, by metes and bounds, as follows:

Starting at a concrete monument located on the east side of the Pete Everett Road where this land touches the lands now or formerly of Henry P. Eihinger, North 51° 34' 28" East 514.87 feet to a point; North 36° 05' 17" East 130.37 feet to an iron pipe; thence, South 50° 02' 39" East 924.76 feet to a point; thence South 82° 25' 22" East 395.54 feet to a point; thence, North 76° 23' 50" East 566.96 feet to a point; thence South 40° 36' 22" West 879.93 feet to a point; thence, South 40° 24' 00" West 469.70 feet to a point; thence, South 45° 23' 03" West 211.97 feet to a point, thence, South 88° 32' 55" West 145.49 feet to a point; thence, North 83° 24' 58" West 539.91 feet to a point; thence, North 82° 41' 41" West 154.17 feet to a point, thence, continuing on the same course 209.74 feet to an iron pipe; thence, North 03° 02' 09" West 1,159.10 feet to the concrete monument set at the place of beginning, containing 46.732 acres of land.

BEING the same and all the land granted and conveyed from Franklin Edmond Moore and Florence Eva Moore, his wife, to John A. Scheibel, by deed dated September 4, 1965, and recorded among the Land Records of Queen Anne's County in Liber CWC No. 17, folio 256.

2. Isaac Everett and any unknown heirs of Isaac Everett, their respective heirs, executors, administrators, personal representatives and all other persons their heirs, executors, administrators, personal representatives who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings are hereby enjoined and restrained from asserting any claim to the aforesaid real estate by any action at law, equity or otherwise.

James A. Ewell

JUDGE

Filed April 10, 1973

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Eighth day of June in the year nineteen hundred and seventy-three, the following Bill of Complaint To Quiet Title was brought to be recorded, to Wit:

HAROLD R. MUNSON,
MARILYN A. MUNSON, his wife
P.O. Box 97
Barclay, Maryland 21607

vs

MANDY GIBBS,
whose whereabouts are
unknown and The Children and
Decendants 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 Pro-
ceedings

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, MARYLAND
EQUITY NO. 5452

* * * * * * *

BILL OF COMPLAINT TO QUIET TITLE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Harold R. Munson and Marilyn A. Munson, his wife, by Cooper & Wadkovsky, their Solicitors, respectfully represent:

1. That the Complainants, Harold R. Munson and Marilyn A. Munson, 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 First 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 servey by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Surveyors, dated February, 1973, and recorded among the Land Records for Queen Anne's County in Liber C.W.C. No. 71, Folio 52, certified copy thereof being attached hereto, marked Complainants Exhibit A, and prayed to be made a part hereof, which lands are described as follows, to wit:

ALL that lot or parcel of land situate, lying and being on the Easterly side of Cosden Road in the First Election District of Queen Anne's County, State of Maryland, which is described by the following metes and bounds, courses and distances, according to a certificate of survey and plat made by J. R. McCrone, Jr., Inc., Registered Engineers and Surveyors, dated February, 1973, which plat is recorded simultaneously herewith as follows, to wit:

BEGINNING for the same at an iron pipe set at the intersection of the division line between the lands of James Winchester (see A.S.G., Jr. No. 9, Folio 244), the herein described lands and the eastern most right-of-way lineof Cosden Road, said beginning point being located, North 16 degrees 31 minutes 00 seconds East, 356.10 feet from the intersection of the aforementioned easternmost right-of-way of Cosden Road and the center line of Maryland Route 302; thence, leaving said beginning point

Cooper & Wadkovsky
CHESTERTOWN, MD. 21620

so fixed, and binding on the aforementioned eastern most right-of-way line of Cosden Road, North 16 degrees 31 minutes 00 seconds East, 210.00 feet to an iron pipe set; thence leaving the aforementioned easternmost right-of-way line of Cosden Road and binding on the Southerly outline of the lands of Stephen Mazcko (see W.H.C. No. 5a, Folio 277), and the herein described lands south 74 degrees 52 minutes 10 seconds East, 754.22 feet to an iron pipe set in a ditch, said pipe also being set at the intersection of the lands of the aforementioned Stephen Mazco, Elwood Brown (see T.S.P. No. 14, Folio 597), and the herein described lands; thence, leaving the southerly outline of the aforementioned lands of Stephen Mazco and binding on the lands of the aforementioned Elwood Brown, the following two (2) courses and distances; South 38 degrees 02minutes 20 seconds West 228.30 feet to an iron pipe set, and south 39 degrees 08 minutes 46 seconds West 99.05 feet to an iron pipe set; thence, leaving the aforesaid lands of Elwood Brown and binding on the division line between the lands of Charlotte Butler (see C.W.C. No. 7, Folio, 344,, and the herein described lands, north 67 degrees 11 minutes 06 seconds West, 198.90 feet to an iron pipe set at the intersection of the lands of the said Charlotte Butler, Benjamin Winchester (See A.S.G. No. 3, Folio 15,), and the herein described lands; thence, binding on the division line between the lands of the said Benjamin Winchester and the herein described lands, North 22 degrees 48 minutes 54 seconds West, 64.58 feet to an iron pipe set; thence, binding on the northernmost outlines of the lands of the aforesaid Benjamin Winchester and the aforementioned James Winchester, North 74 degrees 50 minutes 21 seconds West, 441.64 feet to theplace of beginning; containing in all 8.821 acres of land, more or less.

3.

2. That the said lands were conveyed unto your Complainants by deed from Benjamin David Winchester dated February 12, 1973, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 71, Folio 50, a certified copy of said deed being attached hereto, marked Complainant's Exhibit B, and prayed be made a part hereof.

3. That Benjamin David Winchester was conveyed a parcel of land described as "All that lot of land called or known as "The Mandy Gibbs Property" and as "The property of the heirs of Mandy Gibbs" situate, lying and being in the First Election District of Queen Anne's County in the State of Maryland on the North side of public road leading from Barclay to Church Hill adjoining on one side of the property of Benny Moscal (Formerly called the William Leager Farm)"and adjoining the Land of Pernell Sudler and being the same property as assessed on the Tax Books of said county unto the heirs of Mandy Gibbs", by deed dated June 5, 1940 from J. William Keith, late Treasurer of Queen Anne's County, said deed recorded among the Land Records of Queen Anne's County in Liber A.S.G. No. 3, Folio 15, a certified copy of said deed being attached hereto, marked Complainant's Exhibit C, and prayed to be made a part hereof.

4. That the Circuit Court for Queen Anne's County, ratified the aforesaid tax sale, it being Cause No. 3209, a certified copy of said ratification attached hereto, marked Complainant's Exhibit D, and prayed to be made a part hereof.

5. That the chain of title prior to said 1940 is unascertainable for the reason that no deed can be found conveying the property into Mandy Gibbs, and the assessment records of Queen Anne's County beginning from 1922 have the property assessed under the title of the property of the Heirs of Mandy Gibbs, containing 5 acres of land.

6. And further, that accounting from the aforementioned

Keith to Winchester deed in 1940, 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, continuous manner, hostile the any claim or right of others, under a claim of title for a period in excess of 30 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 continuously 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, Harold R. Munson and Marilyn A. Munson, his 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 complainants' 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 the 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.

Basil Wadkovsky

STATE OF MARYLAND, COUNTY OF KENT, to wit:

I HEREBY CERTIFY, that on this 5th day of June, 1973, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared BASIL WADKOVSKY, for Harold R. Munson and Marilyn A. Munson, his 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 his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

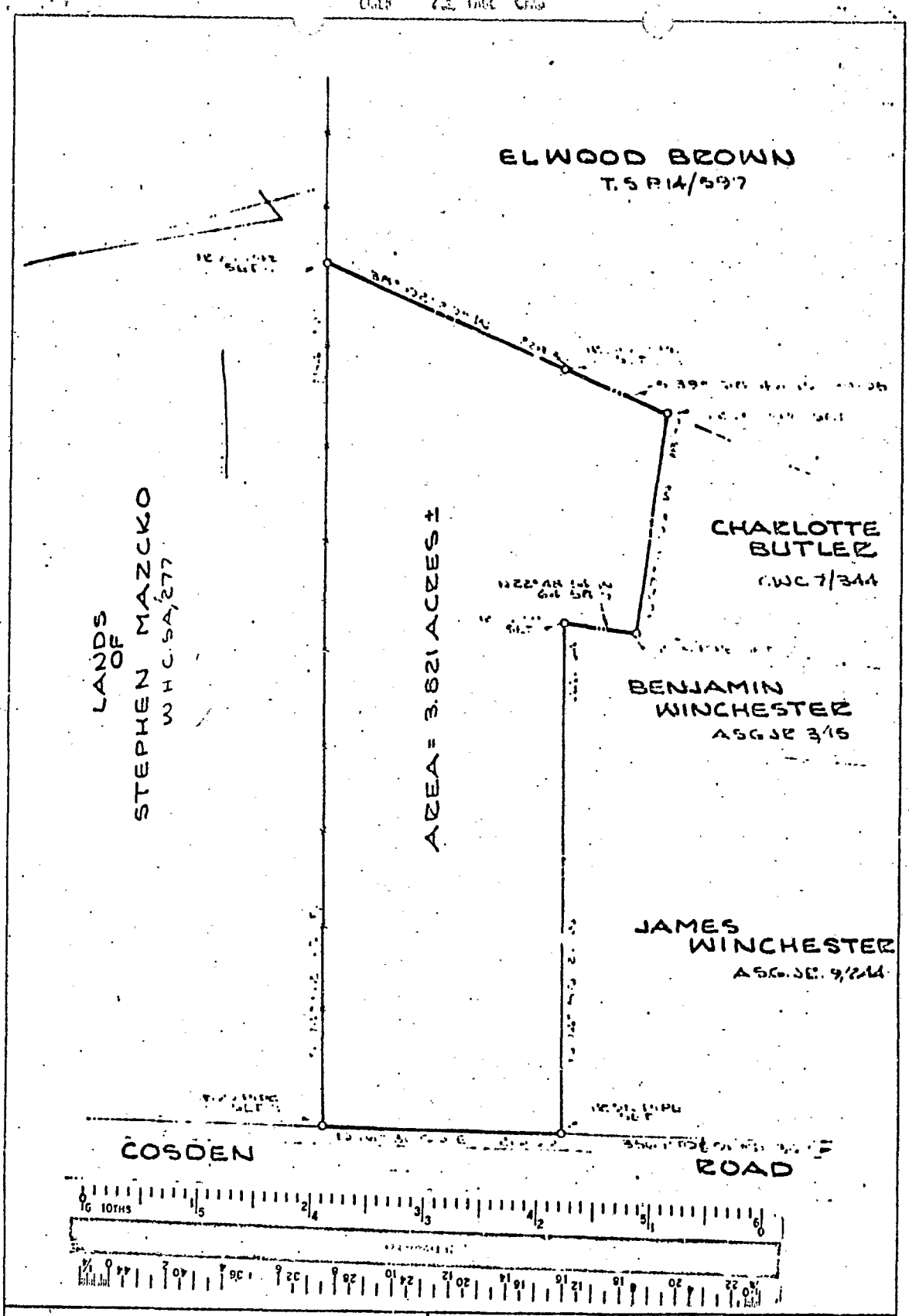
Ethel H. Cunningham
NOTARY PUBLIC

ETHEL H. CUNNINGHAM NOTARY PUBLIC MONTGOMERY CO., MD.

My commission expires:
July 1, 1974.

Filed June 8, 1973

LIBER 72 PAGE 68



SURVEY OF PART OF THE LANDS BENJAMIN OF WINCHESTER FIRST DISTRICT, QUEEN ANNE'S COUNTY MARYLAND FOR: HAROLD MUNSON	J. R. McCRONE, JR., INC. REGISTERED PROFESSIONAL ENGINEERS AND SURVEYORS ANNAPOLIS, MARYLAND PRINCE FREDERICK CHESTERTOWN TRAPPE LEONARDTOWN BOWIE	DRAWN BY CI SCALE 1" = 100' DATE 2-73 JOB NO E-6275 FOLDER 1143

SUBDIVISION PLAT RECORDED IN PLAT BOOK PAGE

Complainant's Exhibit A

LIBER 8 PAGE 107

$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. 71 folio 52, 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 8th day of June, in the year nineteen hundred and seventy-three.

Charles H. Ceil
CLERK OF THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY.

LIBER 71 PAGE 50

No. 71,355

Fo. 4881 RECEIVED FOR RECORD 2-12-1973 Rec'd A.M.

This Deed made this 12th day of February,

in the year one thousand nine hundred and seventy three by and between BENJAMIN DAVID WINCHESTER, of the City of Philadelphia, State of Pennsylvania, party of the first part; and HAROLD R. MUNSON and MARILYN A. MUNSON, his wife, of Queen Anne's County, State of Maryland, parties of the second part;

WITNESSETH, that for and in consideration of the sum of FIVE DOLLARS ($5.00), and other valuable considerations, the receipt of which is hereby acknowledged, the said Benjamin David Winchester does hereby grant and convey unto the said Harold R. Munson and Marilyn A. Munson, 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 on the Easterly side of Cosden Road in the First Election District of Queen Anne's County, State of Maryland, which is described by the following metes and bounds, courses and distances, according to a Certificate of Survey and Plat made by J. R. McCrone, Jr., Inc., Registered Engineers and Surveyors, dated February, 1973, which Plat is recorded simultaneously herewith as follows, to wit: BEGINNING for the same at an iron pipe set at the intersection of the division line between the lands of James Winchester (See A. S. G., Jr. No. 9, folio 244), the herein described lands and the Easternmost right-of-way line of Cosden Road, said beginning point being located, North 16° 31' 00" East, 356.10 feet from the intersection of the aforementioned easternmost right-of-way of Cosden Road and the centerline of Maryland Route 302; thence, leaving said beginning point so fixed, and binding on the aforementioned easternmost right-of-way line of Cosden Road, North 16° 31'00" East, 210.00 feet to an iron pipe set; thence, leaving the aforementioned easternmost right-of-way line of Cosden Road and binding on the Southerly outline of the lands of Stephen Mazeko (See W. H. C. No. 5A, folio 277), and the herein described lands South 74° 52' 10" East, 754.22 feet to an iron pipe set in the ditch, said pipe also being set at the intersection of the lands of the aforementioned Stephen Mazeko, Elwood Brown (See T. S. P. No. 14, folio 597), and the herein described lands; thence, leaving the Southerly outline of the aforementioned lands of Stephen Mazeko and binding on the lands of the aforementioned Elwood Brown, the following two (2) courses and distances; South 38° 02' 20" West, 228.30 feet to an iron pipe set, and South 39° 08' 46" West, 99.05 feet to an iron pipe set; thence, leaving the aforesaid lands of Elwood Brown and binding on the division line between the lands of Charlotte Butler (See C. W. C. No. 7, folio 344), and the herein described lands, North 67° 11' 06" West, 198.90 feet to an iron pipe set at the intersection of the lands of the said Charlotte Butler, Benjamin Winchester (See A. S. G., Jr. No. 3, folio 15), and the herein described lands; thence, binding on the division line between the lands of the said Benjamin Winchester and the herein described lands, North 22° 48' 54" West, 64.58 feet to an iron pipe set; thence, binding on the Northernmost outlines of the lands of the aforesaid Benjamin Winchester and the aforementioned James Winchester, North 74° 50' 21" West, 441.64 feet to the place of beginning; CONTAINING in all 3.821 Acres of land, more or less;

BEING a part of the same land which was granted and conveyed unto the said Benjamin David Winchester, by J. William Keith, Treasurer for Queen Anne's County, Maryland, by deed of conveyance bearing date June 5, 1940, and recorded in Liber A. S. G., Jr. No. 3, folio 15, a land record book for the County and State aforesaid.

Complaintant's Exhibit B

LIBER 8 PAGE 109

$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 Harold R. Munson and Marilyn A. Munson, 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 Benjamin David Winchester

hereby covenant s that he has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; that he will warrant specially the property hereby granted and conveyed; and that he will execute such further assurance of the same as may be requisite.

WITNESS the hand and seal of said Grantor s

TEST: (as to Grantor)

Virginia S. White — Benjamin David Winchester (SEAL)
Benjamin David Winchester

.... (SEAL)

.... (SEAL)

.... (SEAL)

FEB 1. 73

STATE OF MARYLAND :

to wit

COUNTY OF QUEEN ANNE'S :

I HEREBY CERTIFY, that on this 12th day of February, in the year one thousand nine hundred and seventy three before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Benjamin David Winchester and he acknowledged the foregoing Deed to be his act.

Witness my hand and notarial seal.

Virginia S. White
Notary Public
My commission expires July 1, 1974.

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. 71 folio 50 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 8th day of June, in the year nineteen hundred and seventy-three.

Charles H. Cecil
CLERK OF THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY.

::
#19,970. QUEEN ANNE'S COUNTY, TO
W I T: Be it remembered that on the Fifth day of June, in the year nineteen hundred and forty, the following Deed was brought to be recorded, to wit:

One-Ten Cent Recordation Tax Stamp.
Endorsed B.D.W. 6/5/40.

THIS DEED, made this fifth day of June in the year nineteen hundred and forty between J. William Keith of Queen Anne's County in the State of Maryland, late Treasurer and Collector of Taxes of said County, hereinafter called "Late Treasurer", party of the first part and Benjamin David Winchester of the same place, party of the second part.

WHEREAS in the Tax Levy made by the County Commissioners of said County for the year 1938 there was assessed to and against the Heirs of Mandy Gibbs as the owner of the property hereinafter described the sum of two dollars thirty three cents as the aggregate amount of State and County Taxes due by said Owner on said property for said year.

WHEREAS said taxes so levied and charged were never paid by said owner nor by any one for them and the same were in due form and process of law placed in the hands of said late Treasurer for collection.

WHEREAS said late Treasurer in exercise of the power and authority conferred upon him by Chapter 822 of the Acts of the Special Session of the General Assembly of the State of Maryland held in the year 1936 did on Tuesday, May 16, 1939 at the hour of 10 o'clock A. M. offer at public sale to the highest bidder in front of the Court House Door in the Town of Centreville in said County the above mentioned property and did then and there sell said property unto the said Benjamin David Winchester, he being then and there the highest bidder therefor at and for the sum of twenty seven dollars thirty cents which sale was made because of the non-payment of said taxes and for the purpose of the collection out of the proceeds of said sale said taxes with the interest thereon and the costs of sale and which sale was made after the said vendor had given that notice of sale required by law and afterhe had complied with all the other pre-requisites of said tax law.

WHEREAS said late Treasurer in further compliance with said law did report the fact of said sale to the Circuit Court for said County sitting as a Court of Equity in a Cause therein bearing the number 3209 and the titling "In the Matter of the Tax Sales in Queen Anne's County, Maryland, for the year 1938" and the said Court after the passage of the order nisi and advertisement thereof relative to said sale by its order passed May 24, 1940 in said cause and now on file therein did finally ratify and confirm said sale.

WHEREAS the said purchaser has paid said purchase money unto said late Treasurer the latter has authority in law to execute and deliver these presents.

NOW THEREFORE THIS DEED WITNESSETH: That said J. William Keith, late Treasurer and Collector of taxes of Queen Anne's County as aforesaid for and in consideration of the premises and of said sum of twenty seven dollars thirty cents paid to him by said purchaser, the receipt of which is hereby acknowledged does hereby grant and convey in execution of the power and authority conferred upon him by said recited tax law grant and convey unto the said Benjamin David Rochester, his heirs and assigns forever in fee simple

ALL the following described property, the same being the property hereinbefore mentioned and all the right, title, interest and estate therein of the said heirs of the said Mandy Gibbs therein, that is to say:

ALL that lot of land called or known as "The Mandy Gibbs Property" and as "The Property of the heirs of Mandy Gibbs" situate, lying and being in the First Election District of Queen Anne's County in the State of Maryland on the north side of the public road leading from Barclay to Church Hill adjoining on one side the property Benny Moscow (formerly called the "William Leager Farm") and adjoining the land of Purnell Sudler and being the same property assessed on the tax books of said county unto the heirs of Mandy Gibbs.

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

TO HAVE AND TO HOLD the land and premises above described with the appurtenances thereof unto the party of the second part, his heirs and assigns forever.

IN TESTIMONY WHEREOF the party of the first part has hereunto affixed his name and seal the day and year first hereinabove written.

Complainant's Exhibit C

Orig. & Copy mailed to Benjamin David Winchester July 2, 1940

$2.00

J. WILLIAM KEITH (SEAL)
J. William Keith
Late Treasurer and Collector of
Taxes of Queen Anne's County.

Test:

J. CARL STARKEY

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

I hereby certify that on this fifth day of June in the year nineteen hundred and forty before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared J. William Keith, late Treasurer and Collector of taxes of Queen Anne's County, above named grantor and he did acknowledge the aforegoing deed to be his act.

IN WITNESS WHEREOF I hereunto subscribe my Name and affix my Seal Notarial the day and year first hereinabove written.

J. CARL STARKEY
J. Carl Starkey
Notary Public.

Notary
Public
Seal.

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

I HEREBY CERTIFY, that the aforegoing Instrument is truly taken from LIBER A.S.G.Jr. No. 3 folio 15, 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 8th day of June, in the year nineteen hundred and seventy-three.

Charles H. Ceil
CLERK OF THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY.

CIRCUIT COURT FOR QUEEN

In the Matter of Tax Sales
in Queen Anne's County,
Maryland, for the year 1938.

In the Circuit Court
for
Queen Anne's County,
in Equity.
Chancery #3209

. . . . . .

Final Order of Ratification

ORDERED this 24th day of April, in the year nineteen hundred and forty, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the several tax sales made on May 16, 1939, and reported by J. William Keith, County Treasurer for Queen Anne's County, Maryland, on May 19, 1939, of the respective parcels of real estate described in the Report of Tax Sales filed in this Court and respectively assessed to the following several persons, to wit:

First District

- Robert Brooks
- Robert H. Carll
- Emma Dickerson
- Mandy Gibbs Heirs
- Frederick W. Hearsh
- James E. Parker
- Simon Queen
- Ezekiel Sudler
- Charles Teat
- Jerry Wright

Second District

- W. W. Bowen
- William M. Dunn
- John W. Gibbs
- George W. & Louise Hynson
- George E. Stubbs
- Robert Thomas

Third District

- Savilla Hoskins
- William H. Wright

Fourth District

- Fred Clifton
- Harriet B. Ducan
- Richard A. Green
- James E. Green
- Herman Meredith
- Adam & Edith Roeder
- Daniel Smith
- Ida M. Stevens
- Mary E. Turpin

Fifth District

- William L. Dadds
- Caroline Little

Complainant's Exhibit D

$2.00

· William Shriver
· Wilhemina Smith

Sixth District

· John Green
· Lawrence Reed
· Clay Stanford Estate

Seventh District

· William T. Smith
· Isaiah Anthony Estate
· Phillips Grimes' Estate
· David P. Smith
· J. A. Stauffer
· John Wright Heirs

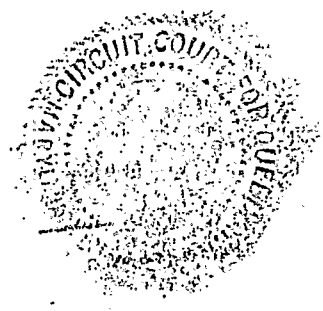
be, and the same are hereby FINALLY RATIFIED AND CONFIRMED, no cause to the contrary thereof having been shown, although due notice appears to have been given as provided by the previous Order Nisi passed in these proceedings on May 31, 1939, and duly published.

Thos. J. Keating

Filed May 24, 1940.

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from the original Final Order of Ratification, filed in Chancery No. 3209, entitled "In The Matter of Tax Sales In Queen Anne's County, Maryland, for the Year 1938," in the Circuit Court for Queen Anne's County, in Equity.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 8th day of June, in the year nineteen hundred and seventy-three.

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

2

HAROLD R. MUNSON
MARILYN A. MUNSON, his wife
P.O. Box 97
Barclay, Maryland 21607

vs

MANDY GIBBS
whose whereabouts are
unknown and The Children and
Decendants 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, MARYLAND

EQUITY NO. 5452

* * * * * *

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 Benjamin David Winchester, dated February 12, 1973, recorded among the Land Records for Queen Anne's County in Liber C.W.C. No. 71, Folio 50.

2. That the property is described as follows:

ALL that lot or parcel of land situate, lying and being on the easterly side of Cosden Road in the First Election District of Queen Anne's County, State of Maryland, which is described by the following metes and bounds, courses and distances, according to a certificate of survey and plat made by J. R. McCrone, Jr., Inc., Registered Engineers and Surveyors, dated February, 1973, which plat is recorded simultaneously herewith as follows, to wit:

BEGINNING for the same at an iron pipe set at the inter section of the division line between the lands of James Winchester (see A.S.C. Jr. No. 9, Folio 244), the herein described lands and the eastern most right of way line of Cosden Road, said beginning point being located, North 16 degrees 31 minutes 00 seconds East, 356.10 feet from the intersection of the afore-

so fixed, and binding on the aforementioned eastern most right-of-way line of Cosden Road, North 16 degrees 31 minutes 00 seconds East, 210.00 feet to an iron pipe set; thence leaving the aforementioned easternmost right of way line of Cosden Road and binding on the Southerly outline of the lands of Stephen Mazcko (see W.H.C. No. 5a, Folio 277), and the herein described lands south 74 degrees 52 minutes 10 seconds East, 754.22 feet to an iron pipe set in a ditch, said pipe also being set at the intersection of the lands of the aforementioned Stephen Mazco, Elwood Brown (see T.S.P. No. 14, Folio 597), and the herein described lands; thence, leaving the southerly outline of the aforementioned lands of Stephen Mazco and binding on the lands of the aforementioned Elwood Brown, the following two (2) courses and distances; South 38 degrees 02 minutes 20 seconds West 228.30 feet to an iron pipe set, and south 39 degrees 08 minutes 46 seconds West 99.05 feet to an iron pipe set; thence, leaving the aforesaid lands of Elwood Brown and binding on the division line between the lands of Charlotte Butler (see C.W.C. No. 7, Folio 344, and the herein described lands, north 67 degrees 11 minutes 06 seconds West 198.90 feet to an iron pipe set at the intersection of the lands of the said Charlotte Butler, Banjamin Winchester (See A.S.G. No. 3, Folio 15,), and the herein described lands; thence, binding on the division line between the lands of the said Benjamin Winchester and the herein described lands, North 22 degrees 48 minutes 54 seconds West, 64.58 feet to an iron pipe set; thence, binding on the northernmost outlines of the lands of the aforesaid Benjamin Winchester and the aforementioned James Winchester, North 74 degrees 50 minutes 21 seconds West, 441.64 feet to the place of beginning; containing in all 3.821 acres of land, more or less.

3. That the chain of title is indistinct and cannot be traced with absolute certainty prior to a certain deed from J. William Keith, late Treasurer of Queen Anne's County unto Benjamin David Winchester, dated June 5, 1940, and recorded among the said Land Records in Liber A.S.G. Jr. No. 3, Folio 15 and describing the property as the Mandy Gibbs Property and as the property of the heirs of Mandy Gibbs, situate, lying and being in the

First Election District of Queen Anne's County on the north side of the public road leading from Barclay to Church Hill adjoining on one side of the property Benny Mosco formerly called The William Leager Farm and adjoining the land of Purnell Sudler.

4. That the Complainants and their predeceasors in title have posses said lands and paid taxes thereon for a period in excess of 30 years, without let or hinderance, and to their knowledge for said period no claims, demands, liens or encumbrances have been asserted against said land by any party not having or holding a deed to the same.

5. 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.

6. 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 8th day of June, 1973, 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 11th day of July, 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 13th day of August, 1973, and file their Answer or other defense or other initial pleading in the Clerk's office of said Court, at Centreville, Maryland, within fifteen (15) days thereafter; otherwise a decree proconfesso and/or final decree may be entered for the relief prayed by the Complainant.

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

C 3

Queen Anne's

RECORD-OBSERVER

Centreville, Md., August 20 19 73

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

in the case/estate of Harold R. Munson Equity No. 5452

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 11th day of July, 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. Morse

Filed Aug 20, 1973

NOTICE

HAROLD R. MUNSON
MARILYN A MUNSON,
his wife
P.O. Box 97
Barclay, Maryland 21607

vs

MANDY GIBBS
whose whereabouts are unknown and The Children and Decendants 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,
MARYLAND
EQUITY NO. 5452
+ + + + +

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 Benjamin David Winchester, dated February 12, 1973, recorded among the Land Records for Queen Anne's County in Liber C.W.C. No. 71, Folio 50.

2. That the property is described as follows:

ALL that lot or parcel of land situate, lying and being on the easterly side of Cosden Road in the First Election District of Queen Anne's County, State of Maryland, which is described by the following metes and bounds, courses and distances, according to a certificate of survey and plat made by J.R. McCrone, Jr., Inc., Registered Engineers and Surveyors, dated February, 1973, which plat is recorded simultaneously herewith as follows, to wit:

BEGINNING for the same at an iron pipe set at the intersection of the division line between the lands of James Winchester (see A.S.C. Jr. No. 9, Folio 244), the herein described lands and the eastern most right of way line of Cosden Road, said beginning with absolute certainty prior to a certain deed from J. William Keith, late Treasurer of Queen Anne's County unto Benjamin David Winchester, dated June 5, 1940, and recorded among the said Land Records in Liber A.S.G. Jr. No. 3, Folio 15 and describing the property as the Mandy Gibbs Property and as the property of the heirs of Mandy Gibbs, situate, lying and being in the First Election District of Queen Anne's County on the north side of the public road leading from Barclay to Church Hill adjoining on one side of the property Benny Mesco formerly called The William Leager Farm and adjoining the land of Purnell Sudler.

4. That the Complainants and their predecessors in title have possessed said lands and paid taxes thereon for a period in excess of 30 years, without let or hinderance, and to their knowledge for said period no claims, demands, liens or encumbrances have been asserted against said land by any party not having or holding a deed to the same.

5. 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.

6. 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 8th day of June, 1973, 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 11th day of July, 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 13th day of August, 1973, and file their Answer or other defense or other initial pleading in the Clerk's office of said Court, at Centreville, Maryland, within fifteen (15) days thereafter; otherwise a decree proconfesso and-or final decree may be entered for the relief prayed by the Complainant.

CHARLES W. CECIL
Clerk of the Circuit Court
for Queen Anne's County
Filed June 8, 1973
TRUE COPY
TEST: Charles W. Cecil,
Clerk

4t-7-4

FOR CONTINUATION OF COLUMN See Liber No. 8, folio 121

point being located, North 16 degrees 31 minutes 00 seconds East, 356.10 feet from the intersection of the aforementioned eastern most right-of-way of Cosden Road and the center line of Maryland Route 302; thence, leaving said beginning point so fixed, and binding on the aforementioned eastern most right-of-way line of Cosden Road, North 16 degrees 31 minutes 00 seconds East, 210.00 feet to an iron pipe set; thence leaving the aforementioned easternmost right of way line of Cosden Road and binding on the Southerly outline of the lands of Stephen Mazcko (see W.H.C. No. 5a, Folio 277), and the herein described lands south 74 degrees 52 minutes 10 seconds East, 754.22 feet to an iron pipe set in a ditch, said pipe also being set at the intersection of the lands of the aforementioned Stephen Mazco; Elwood Brown (see T.S.P. No. 14, Folio 597), and the herein described lands; thence, leaving the southerly outline of the aforementioned lands of Stephen Mazco and binding on the lands of the aforementioned Elwood Brown, the following two (2) courses and distances; South 38 degrees 02 minutes 20 seconds West 228.30 feet to an iron pipe set, and south 39 degrees 08 minutes 46 seconds West 99.05 feet to an iron pipe said lands of Elwood Brown and binding on the division line binding on the division line between the lands of Charlotte Butler (see C.W.C. No. 7, Folio 344, and the herein described lands, north 67 degrees 11 minutes 06 seconds West 198.90 feet to an iron pipe set at the intersection of the lands of the said Charlotte Butler, Banjamin Winchester (See A.S.G. No. 3, Folio 15,), and the herein described lands; thence, binding on the division line between the lands of the said Benjamin Winchester and the herein described lands, North 22 degrees 48 minutes 54 seconds West, 64.58 feet to an iron pipe set; thence, binding on the northernmost outlines of the lands of the aforesaid Benjamin Winchester and the aforementioned James Winchester, North 74 degrees 50 minutes 21 seconds West, 441.64 feet to the place of beginning; containing in all 3.821 acres of land, more or less.

3. That the chain of title is distinct and cannot be traced

HAROLD R. MUNSON and MARILYN A. MUNSON, his wife P.O. Box 97 Barclay, Maryland 21607	* * * *	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND EQUITY NO. 5452
vs	*	
MANDY GIBBS, et al	*	

* * * * *

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainants, by Cooper & Wadkovsky, 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 perscribed time in a newspaper of general circulation in Queen Anne's County, 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 has passed, the defendants have failed to enter their appearance either in proper person or by solicitor, and have not filed any pleadings herein.

3. That your Petitioners are advised and therefore alleged 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 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.

Cooper & Wadkovsky
Solicitors for Complainants

5/

HAROLD R. MUNSON	*	IN THE CIRCUIT COURT FOR
and	*	QUEEN ANNE'S COUNTY, MARYLAND
MARILYN A. MUNSON, his wife	*	EQUITY NO. 5452
VS	*	
MANDY GIBBS, et al	*	

* * * * *

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 20th day of August, 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 would certainly 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 Aug 20, 1973

6/

HAROLD R. MUNSON and
MARILYN A. MUNSON, his wife
P.O. Box 97
Barclay, Maryland 21607

vs

MANDY GIBBS, et. al.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

In Equity No. 5452

The undersigned, one of the Standing Examiners for the Circuit Court for Queen Anne's County, in Equity, did, at the request of Basil Wadkovsky, at the law office at 109 Lawyers Row, Centreville, Maryland, on Monday, August 20, 1973, at 11:30 o'clock a.m., after first having sworn the witnesses and the stenographer, proceed to take testimony; and I further certify that I was present during the taking of said testimony and that I did not deem it necessary for me to examine any of the witnesses, there being no irregular or unusual circumstances in the taking of said testimony.

Edward Turner
Examiner

QUESTIONS BY THE EXAMINER:

Q: State your name, and address.

A: Harold R. Munson, P.O. Box 97, Barclay, Maryland.

Q: Are there any other pending suits or actions of law concerning this property in this or any other court of law?

A: No.

QUESTIONS BY MR. WADKOVSKY:

Q: Now, Mr. Munson, you are married to Marilyn A. Munson?

A: Yes.

Q: Now, you purchased this piece of property, which is represented in paragraph #1 of the Bill of Complaint filed herein, from a Mr. Benjamin David Winchester, is that correct?

A: Yes.

Q: And that was on February 12, 1973?

A: Yes.

Q: Now, this property has approximately 3.821 acres of land?

A: Yes.

Q: And this is described in a survey done by J. R. McCrone, Inc., is that correct?

A: Yes.

Q: Now, where is this property located?

A: It is located on Cosden Road.

Q: Is that in Barclay, Maryland?

A: Yes.

The second witness, having been duly sworn, did depose and say:

Q: Please state your name and address?

A: Benjamin David Winchester, I live at 3419 DeBerry Road, Philadelphia, Pennsylvania.

Q: Now, this year on February 12, 1973 you sold a piece of property to Harold R. Munson and his wife, is that correct?

A: Yes.

Q: And this was a piece of land containing 3.821 acres of land, is that correct?

A: Yes.

Q: And that is the piece that is causing this problem?

A: Yes.

Q: Did you obtain this piece of property in 1940 at a tax sale, is that correct?

A: Yes.

Q: And you received this property from J. William Keith, and that deed is recorded in Liber ASG,JR. No. 3, Folio 315?

A: Yes.

Q: Now, at that time, this was property that was known as the "Mandy Gibbs Property" or "The Heirs of Mandy Gibbs Property", is that correct?

A: It must have been the heirs because Mandy Gibbs died a long time ago.

Q: Now, when was Mandy Gibbs living, did you know Mandy Gibbs?

A: No, I don't.

Q: Did your mother know Mandy Gibbs?

A: No.

Q; How old is your mother?

A: She is about 80 years old.

Q: And Mandy Gibbs was alive before your mother's time, is that correct?

A: Yes.

Q: Now, when you bought this property in 1940 at the tax sale, do you know who lived on this property before that?

A: No one lived there.

Q: Who had the property at that time, or who took care of it?

A: Foster Richardson took care of it.

Q: And who took care of it before Foster Richardson?

A: Mandy Gibbs had it, cause he was related to her on her father's side.

Q: And were you related to Mandy Gibbs?

A: I was a distant relative.

Q: To your knowledge,did you own this property free and clear of anyone else's interest?

A: Yes.

Q: And this is the exact piece of property that you sold to Mr. Munson, and you still own an acre of this land, is that correct?

A: Yes.

Q: Have there been any claims of ownership against this land since you have owned it in 1940?

A: No.

Q: And have you paid taxes on this property since 1940?

A: Every year.

There being no further witnesses to be examined, the Examiner herewith makes his return to the testimony, and the costs are as follows:

Edward Turner, Examiner	$10.00 Paid 9/13/73 - E.T.
Ruth Voshell, Stenographer	$30.00

And I hereby further certify that said testimony commenced at 11:30 o'clock a.m., and ended at 11:55 o'clock a.m., or a period of 25 minutes.

Edward Turner
Examiner

Filed: September 13, 1973

HAROLD R. MUNSON and MARILYN A. MUNSON, his wife	* IN THE CIRCUIT COURT FOR
VS	* QUEEN ANNE'S COUNTY, MARYLAND
MANDY GIBBS, et al	* EQUITY NO. 5452
	*

* * * * *

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 heard and considered; it is thereupon this 1th day of October, 1973, by the Circuit Court for Queen Anne's County, in Equity, and by the authority set forth, ADJUDGED, ORDERED and DECREED that Harold R. Munson and Marilyn A. Munson, his wife, their heirs and assigns, have absolute ownership and the perfect right to the disposition of the real estate situate in Queen Anne's County, and mentioned in these proceedings, in the Bill of Complaint as against Mandy Gibbs, and her children and the decendants of her 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 Bill of Complaint; and that Mandy Gibbs, and all other persons, their heirs, executors, administrators and personal representatives who can claim any interest or lien on 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 acts at law, equity or otherwise.

That the real estate mentioned in these proceedings and the Bill of Complaint are described as follows:

ALL that lot or parcel of land situate, lying and being on the easterly side of Cosden Road in the First Election District of Queen Anne's County, State of Maryland, which is described by the following metes and bounds, courses and dis-

tances according to a certificate of survey and plat made by J. R. McCrone, Jr., Inc., Registered Engineers and Surveyors dated February, 1973 which plat is recorded simultaneously herewith as follows, to wit:

BEGINNING for the same at an iron pipe set at the intersection of the division line between the lands of James Winchester (see A.S.C. Jr. No. 9, Folio 244), the herein described lands and the easternmost right of way line of Cosden Road, said beginning point being located North 16 degrees 31 minutes East 356.10 feet from the intersection of the aforementioned easternmost right of way of Cosden Road and the centerline of Maryland Route 302; thence, leaving said beginning point so fixed, and binding on the aforementioned easternmost right of way line of Cosden Road, North 16 degrees 31 minutes 00 seconds East, 210.00 feet to an iron pipe set; thence leaving the aforementioned easternmost right of way lineof Cosden Road and binding in the southerly outline of the lands of Stephen Mazcko (see W.H.C. No. 5a Folio 277,) and the herein described lands south 74 degrees 52 minutes 10 seconds East, 754.22 feet to an iron pipe set in a ditch, saidpipe also being set at the intersection of the lands of the aforementioned Stephen Mazko, Elwood Brown (See T.S.P. No. 14, Folio 597), and the herein described lands; thence, leaving the southerly outline of the aforementioned lands of Stephen Mazcko and binding on the lands of the aforementioned Elwood Brown, the following two (2) courses and distances; south 38 degrees 02 minutes 20 seconds West 228.30 feet to an iron pipe set, and south 39 degrees 08 minutes 46 seconds west 99.05 feet to an iron pipe set; thence leaving the aforesaidlands of Elwood Brown and binding on the division line between thelands of Charlotte Butler (see C.W.C. No. 7, Folio 344, and the herein described lands, north 67 degrees 11 minutes 06 seconds West 198.90 feet to an iron pipe set at the intersection of the lands of the said Charlotte Butler, Benjamin Winchester (See A.S.G. No. 3, Folio 15) and the herein described lands; thence, binding on the division line between the lands of the said

Benjamin Winchester and the aforementioned James Winchester, North 74 degrees 50 minutes 21 seconds West 441.64 feet to the place of beginning; containing in all 3.821 acres of land, more or less.

AND the said Harold R. Munson and Marilyn A. Munson, his wife are the absolute owners of the above described land, in fee simple title, that is good, positive and indefeasible by the Defendants to this suit and the children and decendants of the children, known and unknown, of said persons.

James A. Erise
JUDGE

FILED Oct 5, 1973

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Twenty-First day of May, in the year nineteen hundred and seventy-three, the following Order To Docket was brought to be recorded, to wit:

JOHN W. SAUSE, JR. Assignee and Attorney 204 North Commerce Street Centreville, Maryland 21617 Plaintiff vs. COASTAL LUMBER PRODUCTS, INC., a New Jersey corporation Box 242 Millington, Maryland 21651 Defendant	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY Equity No. 5441

::::::::::::::::

ORDER TO DOCKET

Default having occurred in the conditions upon which a sale may be made under the attached Mortgage from Coastal Lumber Products, Inc., to Summit and Elizabeth Trust Company, recorded among the Land Records of Queen Anne's County in Liber C.W.C. 51, folio 293, please docket suit against the above-named Defendant and file the aforesaid Mortgage and the assignment therein as "Exhibit A" and the attached Statement of Mortgage Debt as "Exhibit B."

John W. Sause, Jr.
Assignee and Attorney

Filed May 21, 1973

No. 64469 LIBER 8 PAGE 132

Rec 36944 RECEIVED FOR RECORD Nov 18 1970 10:20 A.M.

2

THIS MORTGAGE, made as of the 15th day of September, ,1970, by COASTAL LUMBER PRODUCTS, INC. a New Jersey corporation, hereinafter called "Mortgagor";

WHEREAS, the Mortgagor has, pursuant to an Agreement, dated as of September 15 , 1970, obligated itself to SUMMIT AND ELIZABETH TRUST COMPANY (a banking corporation of the State of New Jersey having its principal place of business at 367 Springfield Avenue, Springfield, New Jersey 07081),hereinafter called "Mortgagee", as a guarantor of payment of the obligations of certain third parties mentioned in the aforesaid Agreement;

WHEREAS, this Mortgage is given by the Mortgagor as collateral security for its aforesaid guaranty obligations to the Mortgagee, potential liability thereunder being hereby estimated at the sum of $120,000.00;

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00), the receipt of which is hereby acknowledged, the said Mortgagor, Coastal Lumber Products, Inc., does hereby grant and convey unto the said Mortgagee, Summit and Elizabeth Trust Company, its successors and assigns, in fee simple, all of the following described real estate, to wit:

ALL that tract of land situate, lying and being in Queen Anne's County, State of Maryland, and described as follows, that is to say: - According to Survey by J. R. McCrone, Jr., Inc., Surveyors, dated April 1965; BEGINNING for the same at a point on the center line of fifty foot County Road, known as High Bridge Road, said point being the southeast corner of Tract #1, of the Annette Fabrizio Stenger lands, the southwest corner of the lands now or formerly of Ben Stevens, and south 45 degrees 43 minutes west 34.53 feet from a stone marking a division line between said Stenger and Stevens lands, said point further being the approximate beginning point of Parcel #2 of Tract #1, "Cacy Farm", as described in a Deed from R. Hynson Carter, et ux. to James A. Fabrizio, dated November 18, 1953, and recorded in the Land Record Books of Queen Anne's County in Liber T.S.P. 13, folio 265, and running thence by and with the center line of said County Road, along an arc the chord of which is north 39 degrees 03 minutes 40 seconds west 318.23 feet to a point, north 43 degrees 01 minute 50 seconds west 1171.91 feet to a point, north 42 degrees 48 minutes 50 seconds west 1352.30 feet to a point, north 49 degrees 39 minutes 20 seconds west 810.02feet to a point, and north 54 degrees 09 minutes 30 seconds west 12.40 feet to the easterly side of the P.B. & W. Railroad (66 feet wide), thence by and with the easterly side of said Railroad, north 32 degrees 10 minutes 30 seconds east 1470.04 feet to the center of Chester River, thence by and with the center of said Chester River in an easterly and southeasterly direction to a point generally south 59 degrees 30 minutes 30 seconds east 4152.21 feet to a point and the aforementioned Ben Stevens lands, thence by and with the said Ben Stevens land, south 45 degrees 43 minutes west 760.00 feet, more or less, to a marble monument (found) and continuing the same course with said lands south 45 degrees 43 minutes west 393.84 feet to a stone (found) and still continuing said course with said land, south 45 degrees 43 minutes west 1441.32 feet to a stone (found) and continuing south 45 degrees 43 minutes west 34.53 feet to the place of beginning. Containing in all 199.640 acres of land, more or less.

Filed May 21, 1973

LIBER 51 PAGE 203

Subject to Right-of-ways and easements as noted on Plat and being as follows:

(1) To Eastern Shore Public Service Company of Maryland, dated June 17, 1954, and recorded among the land records of Queen Anne's County in Liber T.S.P. No. 16, folio 375;
(2) To Eastern Shore Public Service Company of Maryland, dated June 6, 1951, and recorded among said land records in Liber T.S.P. No. 1, folio 534;
(3) Underground telephone cable along High Bridge Road, and
(4) Subject to rights of others in High Bridge Road.

BEING the same land which was granted, conveyed and confirmed unto the Mortgagor by Garland P. Moore Jr. et al., Co-partners trading as The High Bridge Partnership, by confirmatory deed, dated March 25, 1966, and recorded among the land records of said Queen Anne's County in Liber C.W.C. No. 20, folio 659.

SUBJECT, nevertheless, to the lien, legal operation and effect of the confirmatory Mortgage from the Mortgagor and others to The Augusta Building and Loan Association, Inc., a Maryland corporation, dated March 25, 1966, and recorded in said Liber C.W.C. No. 20, folio 663.

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

PROVIDED, that if the Mortgagor shall perform its guaranty obligations to the Mortgagee pursuant to its Agreement above referred to, 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 perform its guaranty obligations to the Mortgagee when due; (2) to keep the improvements on the premises insured against loss or damage by fire and such other hazards as may be required by the Mortgagee, to the amount of at least the insurable value thereof, in an insurance company or companies selected by the Mortgagee, and to have all said policies so framed or endorsed that the proceeds arising from said policies, in case of loss or damage, shall be payable to the Mortgagee only, and may, at its 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 it; (3) to pay all taxes, water and sewer charges, insurance premiums, public dues and assessments for which the Mortgagor and/or the property hereby mortgaged may become liable, when payable; in the event the Mortgagor fails to make the said payments, the Mortgagee is hereby authorized to pay the same, and the Mortgagee shall have a lien hereunder on said premises for the amount so paid; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon 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; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled to the appointment of a receiver to collect the rents, issues and profits of said premises and account therefor as the Court may direct; (6) that in case of default in any covenant of this Mortgage, then the entire amount of the debts intended to be guaranteed

as aforesaid and all moneys owing hereunder or secured hereby shall at the option of the Mortgagee, be due and demandable and the Mortgagee or Howard Wood, its 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 Mortgager 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; (7) that in the event of sale of the mortgage property under the power of sale granted herein, all annual crops, pitched planted or growing upon said property at the time of sale shall pass to the purchaser of said property as part thereof; (8) that the Mortgagor will warrant specially the property hereby conveyed and will execute such further assurances of said land as may be requisite, except as to said first mortgage.

The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto.

WITNESS the hand and seal of the Mortgagor:

WITNESS: _____

COASTAL LUMBER PRODUCTS INC.

BY _____ (SEAL)
President

Attest as to corporate seal:

_____
Secretary

STATE OF NEW JERSEY, COUNTY OF UNION

On this, the 23rd day of October, 1970, before me, the undersigned officer, personally appeared Werner Nathan, President known to me to be the person whose name is subscribed to the within instrument and acknowledged he executed the same for the purposes therein contained; and at the same time appeared Charles B. Nuara, Secretary of the Mortgagee, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, 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:

Sylvia Levine
Notary Public

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 2, 1972

My Commission Expires:

LIBER 51 PAGE 288

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

On this, the 17th day of November, 1970, before me, the undersigned officer, personally appeared HOWARD WOOD 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.

Lucy Blackiston
LUCY BLACKISTON
Notary Public

My Commission Expires: July 1, 1974

LUCY BLACKISTON NOTARY PUBLIC QUEEN ANNE'S CO., MD.

LIBER 8 PAGE 135

LIBER 8 PAGE 136

LIBER 74 PAGE 404

Recorded in Liber CWC 74-404

No. 72,443
Re 51714 RECEIVED FOR RECORD May 21, 1973 2:25 PM

Assignment

OF MORTGAGE FROM Coastal Lumber Products, Inc.

TO Summit & Elizabeth Trust Company AS RECORDED IN

LIBER CWC NO. 51 FOLIO 293

MAIL TO TO BE FILED IN CHANCERY # 5441

Summit and Elizabeth Trust Company, a banking corporation of the State of New Jersey, hereby assigns the within Mortgage to John W. Sause, Jr., attorney, for collection by foreclosure or otherwise.

Witness the seal of said body corporate and the signature of William W. Carlough, Jr., Vice President.

SUMMIT AND ELIZABETH TRUST COMPANY

By: William W. Carlough, Vice President

STATE OF NEW JERSEY, COUNTY OF Union

On this the 19 day of April, 1973, before me, the undersigned officer, personally appeared William W. Carlough, Jr. who acknowledged himself to be Vice President of Summit and Elizabeth Trust Company, a banking corporation of New Jersey, and that he, as such officer, be authorized to execute the foregoing instrument for the purpose therein contained, by signing the name of the Corporation by himself as Vice President.

In witness whereof I here unto set my official hand and seal.

Richard M. Lowe
Notary Public
NOTARY PUBLIC OF NEW JERSEY

My commission expires My Commission Expires Jan. 24, 1978

RECORDATION TAX ACT OF 1947 $110.00 CANCELLED

RECORDATION TAX ACT OF 1947 $110.00 CANCELLED

RECORDATION TAX ACT OF 1947 $55.00 CANCELLED

RECORDATION TAX ACT OF 1947 $55.00 CANCELLED

Filed May 21, 1973

3

STATEMENT OF AMOUNT DUE

The undersigned William W. Carlough, Jr. being a Vice President of Summit and Elizabeth Trust Company, a banking corporation of the State of New Jersey, does hereby state that Coastal Lumber Products, Inc. granted to Summit and Elizabeth Trust Company a collateral mortage dated as of September 15, 1970, that there is due and owing under the mortgage the sum of $120,000 principal indebtedness, together with the sum of $1,968.18 expended by Summit and Elizabeth Trust Co. to redeem a tax lien on the real estate subject to the mortgage. The total sum due and owing under the mortage is $121,968.18.

"I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing document are true and correct."

William W. Carlough, Jr.
Vice President

4/11/73

Filed May 22, 1973

EXHIBIT "B"

LIBER 8 PAGE 138

Clerk 5441

LIBER 1 PAGE 498

RECEIVED FOR RECORD May 29 1973

KNOW ALL MEN BY THESE PRESENTS: That we, John W. Sause, Jr., as Principal, and United States Fidelity and Guaranty Company, a body corporate, As Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Hundred Twenty-Two Thousand Dollars ($122,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 29th day of May, 1973.

WHEREAS, the above bounden John W. Sause, Jr., Attorney and Assignee by virtue of the power contained in a mortgage from Coastal Lumber Products, Inc., to Summit and Elizabeth Trust Company, recorded among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. 51, folio 293, etc., which mortgage was assigned unto John W. Sause, Jr., Attorney, and the said John W. Sause, Jr., Attorney and Assignee is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

The condition of the above obligation is such, That if the above bounden John W. Sause, Jr., Attorney and Assignee does and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden, John W. Sause, Jr., Attorney and Assignee has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney, the day and year first above written.

Signed, sealed and delivered
in the presence of

Karen L. VanWyck — John W. Sause, Jr. [SEAL]

UNITED STATES FIDELITY AND
GUARANTY COMPANY

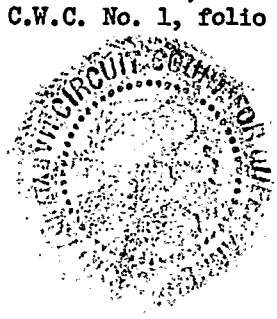
Corthann Schultz — By: [illegible] [SEAL]

Certified copy of power of attorney attached

Security approved and Bond filed May 29, 1973
Clarence W. Noel, Clerk

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber C.W.C. No. 1, folio 498, 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 May, Nineteen Hundred and Seventy-Three.

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

5/

JOHN W. SAUSE, JR. Assignee and Attorney	:	IN THE
Plaintiff	:	CIRCUIT COURT
v.	:	FOR
COASTAL LUMBER PRODUCTS, INC. a New Jersey corporation	:	QUEEN ANNE'S COUNTY Equity No. 5441
Defendant	:	

::::::::::::::::

PETITION FOR APPOINTMENT
OF RECEIVER

The Petition of John W. Sause, Jr., Assignee and Plaintiff in the above-titled cause respectfully shows:

1. This cause was filed on May 21, 1973, pursuant to Subtitle W of the Maryland Rules.

2. Paragraph (5) of the Mortgage which is the subject of this proceeding states: "that the holder of this mortgage in any action to foreclose it, shall be entitled to the appointment of a receiver to collect the rents, issues and profits of said premises and account therefor as the Court may direct . . . ."

3. The bond required in this proceeding was filed on May 29, 1973.

4. The Petitioner is advised that a portion of the property described in said mortgage was rented by the Defendant to Roger Ormsby, t/a RCO Lumber Company, Millington, Maryland, and that another part of the property was rented to a firm or corporation now known only to the Petitioner as Jersey Wood Products.

5. Although all of these rentals are subordinate to the lien, operation and effect of the mortgage filed herein, the Petitioner believes that he is entitled to collect and receive the rents during the pendency of this proceeding, pursuant to the above provisions of the mortgage.

WHEREFORE the Petitioner requests the appointment of a receiver as above authorized.

John W. Sause
John W. Sause, Jr.
Assignee and Plaintiff

Filed June 1, 1973

LIBER 8 PAGE 140

6/

JOHN W. SAUSE, JR. Assignee and Attorney	:	IN THE
Plaintiff	:	CIRCUIT COURT
v.	:	FOR
COASTAL LUMBER PRODUCTS, INC. a New Jersey corporation	:	QUEEN ANNE'S COUNTY Equity No. 5441
Defendant	:	

::::::::::::::::

ORDER

The Petition for Appointment of Receiver having been read and considered and it appearing that by the terms of the Mortgage which is the subject of this proceeding, the Petitioner is entitled to the appointment of a receiver to collect the rents, issues and profits of the premises and account therefor as the Court may direct, it is this 31st day of May, 1973, by the Circuit Court for Queen Anne's County, In Equity,

ORDERED, that John W. Sause, Jr., be and he is hereby appointed receiver to collect the rents, issues and profits of the premises referred to in the Mortgage from Coastal Lumber Products, Inc. to Summit and Elizabeth Trust Company, recorded among the Land Records of Queen Anne's County in Liber C.W.C. 51, folio 293 and filed in this proceeding; and

FURTHER ORDERED, that all persons claiming any interest in the property described in the Mortgage are hereby authorized and directed to pay all rents, issues and profits due therefore to the said receiver, provided that the said receiver shall first cause to be delivered to them a copy of this Order; and

FURTHER ORDERED, that the said receiver account for any such collections made by him at the time that this matter is submitted to the auditor for an account, all subject to the further order of the Court.

James A. Ewing
JUDGE

Filed June 1, 1973

JOHN W. SAUSE, JR. Assignee and Attorney	:	IN THE
Plaintiff	:	CIRCUIT COURT
v.	:	FOR
COASTAL LUMBER PRODUCTS, INC. a New Jersey corporation	:	QUEEN ANNE'S COUNTY Equity No. 5441
Defendant	:	

::::::::::::::::

CERTIFICATE OF NOTICE

Pursuant to Maryland Rule W74 a 2 (b), I hereby certify that:

On May 24, 1973, a notice of the time, place and terms of sale was sent to Coastal Lumber Products, Inc., at its last address known to me (which is also the address shown on the records of the State Department of Assessments and Taxation in Centreville), as will more fully appear by Receipt for Certified Mail #311856, attached hereto, marked "Exhibit A" as part hereof. Subsequently, a signed receipt indicating delivery of such notice on May 29, 1973, was returned by the United States Postal Service, as evidenced by such signed receipt attached hereto, marked "Exhibit B" as part hereof.

Also sent to the Mortgagor was a photocopy of the Statement of Mortgage Debt filed in this cause. A copy of the covering letter which accompanied such notice and statement is attached hereto, marked "Exhibit C" as part hereof.

Also, on June 1, 1973, copies of the aforesaid notice and statement were sent to Harvey Schwartzberg, Esquire, 1143 East Jersey Street, Elizabeth, New Jersey 07201, who was identified to the undersigned as an attorney for Coastal Lumber Products, Inc.

John W. Sause, Jr.
Assignee and Attorney

Filed June 11, 1973

LIBER 8 PAGE 142

EXHIBIT "A"

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

No. 311856

SENT TO
Coastal Lumber Products, Inc.

STREET AND NO.
Box 242

P.O., STATE AND ZIP CODE
Millington, Maryland 21651

POSTMARK OR DATE

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) .....

CENTREVILLE MD MAY 24 1973 USPO

PS Form 3800 Apr. 1971

NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL

(See other side)

☆ GPO 1972

Filed June 11, 1973

EXHIBIT "B"

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.
311856

INSURED NO.

DATE DELIVERED
5/29/73

(1) SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)
Clarence C. Bellinger Jr.

(2) SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

(3) SHOW WHERE DELIVERED (Only if requested, and include ZIP Code)

Filed June 11, 1973

LAW OFFICES
JOHN W. SAUSE, JR.
204 NORTH COMMERCE STREET
CENTREVILLE, MARYLAND 21617

AREA CODE 301-758-0970

24 May 1973

Coastal Lumber Products, Inc.
Box 242
Millington, Maryland 21651

COPY

Gentlemen:

As Assignee of Summit and Elizabeth Trust Company for collection by foreclosure or otherwise, the undersigned has begun foreclosure proceedings against you in the Circuit Court for Queen Anne's County with respect to the property described in the Mortgage from you to Summit and Elizabeth Trust Company, recorded among the Land Records of Queen Anne's County in Liber C.W.C. 51, folio 293.

In accordance with Maryland Rule W74, I am sending herewith a notice of the time, place and terms of sale of the subject property in the form of the advertisement which is being published in accordance with such Rule.

Also enclosed is a photocopy of the Statement of Mortgage Debt filed in the proceeding.

Very truly yours,

John W. Sause, Jr.

JWSJr/klvw
Certified Mail No. 311856
Return Receipt Requested

EXHIBIT "C"

Filed June 11, 1973

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LIBER 8 PAGE 144

JOHN W. SAUSE, JR. Assignee and Attorney	:	IN THE
Plaintiff	:	CIRCUIT COURT
v.	:	FOR
COASTAL LUMBER PRODUCTS, INC. a New Jersey corporation	:	QUEEN ANNE'S COUNTY Equity No. 5441
Defendant	:	

::::::::::::::::

ACKNOWLEDGMENT OF RECEIPT

Coastal Lumber Products, Inc., a New Jersey corporation, hereby acknowledges receipt of a notice of the time, place and terms of sale of the property referred to in a Mortgage from us to Summit and Elizabeth Trust Company, recorded among the Land Records of Queen Anne's County in Liber C.W.C. 51, folio 293, which is the subject of this proceeding.

The said Defendant also acknowledges receipt of the Statement of Mortgage Debt filed in this proceeding.

COASTAL LUMBER PRODUCTS, INC.

By: Werner Nathan
Werner Nathan
President

Filed June 12, 1973

9

Queen Anne's
RECORD-OBSERVER

Centreville, Md., June 12 19 73

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

in the case/estate of Assignee's Sale

Coastal Lumber Products, Inc.

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 12th day of June, 19 73, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 23rd day of May 19 73, and the last insertion on the 6th day of June, 19 73.

THE RECORD-OBSERVER CORPORATION

By Dorothy M. Monroe

Filed June 12, 1973

ASSIGNEE'S SALE OF VALUABLE WATERFRONT PROPERTY ON THE CHESTER RIVER

Under and by virtue of the power of sale contained in a Mortgage from Coastal Lumber Products, Inc., a New Jersey corporation, to Summit and Elizabeth Trust Company, recorded among the Land Records of Queen Anne's County in Liber C.W.C. 51, folio 293, and duly assigned to the undersigned for collection by foreclosure or otherwise, default having occurred thereunder, the undersigned Assignee will offer for sale by public auction at the Court House door, Centreville, Queen Anne's County, on

TUESDAY, JUNE 12, 1973

at 10:30 A.M.

the property described in said Mortgage, lying and being in Queen Anne's County, Maryland, and described according to Survey by J.R. McCrone, Jr., Inc., Surveyors, dated April 1965, as follows:

BEGINNING for the same at a point on the center line of fifty foot County Road, known as High Bridge Road, said point being the southeast corner of Tract No. 1, of the Annette Fabrizio Stenger lands, the southwest corner of the lands now or formerly of Ben Stevens, and south 45 degrees 43 minutes west 34.53 feet from a stone marking a division line between said Stenger and Stevens lands, said point further being the approximate beginning point of Parcel No. 2 of Tract No. 1, "Cacy Farm", as described in a Deed from R. Hynson Carter, et ux. to James A. Fabrizio, dated November 18, 1953, and recorded in the Land Record Books of Queen Anne's County in Liber T.S.P. 13, folio 265, and running thence by and with the center line of said County Road, along an arc the chord of which is north 39 degrees 03 minutes 40 seconds west 318.23 feet to a point, north 43 degrees 01 minute 50 seconds west 1171.91 feet to a point, north 42 degrees 48 minutes 50 seconds west 1352.30 feet to a point, north 49 degrees 39 minutes 20 seconds west 810.02 feet to a point, and north 54 degrees 09 minutes 30 seconds west 12.40 feet to the easterly side of the P.B. & W. Railroad (66 feet wide), thence by and with the easterly side of said Railroad, north 32 degrees 10 minutes 30 seconds east 1470.04 feet to the center of Chester River, thence by and with the center of said Chester River in an easterly and southeasterly direction to a point generally south 59 degrees 30 minutes 30 seconds east 4152.21 feet to a point and the aforementioned Ben Stevens lands, thence by and with the said Ben Stevens land, south 45 degrees, 43 minutes west 760.00 feet, more or less, to a marble monument (found) and continuing the same course with said lands south 45 degrees 43 minutes west 393.84 feet to a stone (found) and still continuing said course with said land, south 45 degrees 43 minutes west 1441.32 feet to a stone (found) and continuing south 45 degrees 43 minutes west 34.53 feet to the place of beginning. Containing in all 199.640 acres of land, more or less.

Subject to Right-of-ways and easements as noted on Plat and being as follows:

(1) To Eastern Shore Public Service Company of Maryland, dated June 17, 1954, and recorded among the land records of Queen Anne's County in Liber T.S.P. No. 16, folio 375;

(2) To Eastern Shore Public Service Company of Maryland, dated June 6, 1951, and recorded among said land records in Liber T.S.P. No. 1, folio 534;

(3) Underground telephone cable along High Bridge Road, and

(4) Subject to rights of others in High Bridge Road.

BEING the same land which was granted, conveyed and confirmed unto the Mortgagor by Garland P. Moore Jr. et al., Co-partners trading as The High Bridge Partnership, by confirmatory deed, dated March 25, 1966, and recorded among the land records of said Queen Anne's County in Liber C.W.C. No. 20, folio 659.

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

TERMS OF SALE. A cash deposit of ten (10) percent of the purchase price will be required of the purchaser at the time and place of sale, together with the affidavit required by Maryland Rule BR6 b 3. The balance of the purchase money shall be paid upon final ratification of sale by the Circuit Court for Queen Anne's County and bear interest at six (6) per cent from the date of sale to the date of settlement. Taxes and all other assessments to be adjusted to date of sale; and the purchaser is to bear all costs of conveyancing, revenue stamps and transfer taxes.

JOHN W. SAUSE, JR.
Assignee
204 North Commerce Street
Centreville, Maryland 21617
758-0970

JOSEPH A. JACKSON, JR.
Auctioneer

3t-6-6

10

JOHN W. SAUSE, JR. Assignee and Attorney	:	IN THE
Plaintiff	:	CIRCUIT COURT
v.	:	FOR
COASTAL LUMBER PRODUCTS, INC. a New Jersey corporation	:	QUEEN ANNE'S COUNTY Equity No. 5441
Defendant	:	

::::::::::::::::

MEMORANDUM OF SALE

In accordance with Second Circuit Rule BR7 f, I hereby certify that I conducted the bidding at the sale of the property mentioned in this cause on Tuesday, June 12, 1973, commencing at 10:30 A.M. at the Court House door, Centreville, Queen Anne's County, Maryland.

I further certify that the purchasers at such sale were Walter T. Stundick, Walter J. Stundick, C. John Serio and that the sale price was $ 92,500.00.

Joseph A. Jackson
Joseph A. Jackson,
Auctioneer

Filed June 12, 1973

JOHN W. SAUSE, JR. Assignee and Attorney	:	IN THE
Plaintiff	:	CIRCUIT COURT
v.	:	FOR
COASTAL LUMBER PRODUCTS, INC. a New Jersey corporation	:	QUEEN ANNE'S COUNTY Equity No. 5441
Defendant	:	

::::::::::::::::

AFFIDAVIT OF PURCHASER

In accordance with Maryland Rule BR6 b 3, We hereby make affidavit that:

1. We are the purchasers at the sale held Tuesday, June 12, 1973, at the Court House door, Centreville, Maryland, at 10:30 A.M. by John W. Sause, Jr., Assignee of the property described in a Mortgage from Coastal Lumber Products, Inc., a New Jersey corporation, to Summit and Elizabeth Trust Company, recorded among the Land Records of Queen Anne's County in Liber C.W.C. 51, folio 293.

2. We did not act as agent for anyone with respect to such sale.

3. No other persons are interested as principals with us with respect to such sale.

4. We have not directly or indirectly discouraged anyone from bidding for said property.

We do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing document are true and correct to the best of our knowledge, information and belief.

Walter T. Stundick
Walter T. Stundick

Walter J. Stundick
Walter J. Stundick

C. John Serio
C. John Serio

Filed June 12, 1973

12

JOHN W. SAUSE, JR. Assignee and Attorney	:	IN THE
Plaintiff	:	CIRCUIT COURT
v.	:	FOR
COASTAL LUMBER PRODUCTS, INC. a New Jersey corporation	:	QUEEN ANNE'S COUNTY Equity No. 5441
Defendant	:	

::::::::::::::::

REPORT OF SALE

John W. Sause, Jr., Assignee of the Mortgage filed in this cause, hereby reports and certifies to the Court that:

1. On May 21, 1973, an Order to Docket, together with the Mortgage and Assignment thereof and a statement of the mortgage debt remaining due and payable, under oath by the Mortgagee, his agent or attorney, were filed in this cause. A bond to the State of Maryland, approved pursuant to Maryland Rule H2 has also been filed herein.

2. On May 23 and 30, 1973, and on June 6, 1973, he gave notice of the time, place and terms of sale of the mortgaged property by advertisement in the Queen Anne's Record-Observer, a newspaper published in Queen Anne's County, Maryland, as shown by a copy of such advertisement, attached hereto, marked Exhibit "A", as part hereof. Abbreviated notices (referring to Exhibit "A" for full notice of the time, place and terms of such sale, and a description of the property to be sold) were also placed in the Sunday Sun, Baltimore, Maryland, and the Washington Post, Washington, D. C., on June 2 and 9, 1973.

3. Notice was given by him to the Mortgagor pursuant to Maryland Rule W74 b 2 (b) as will appear by reference to the Certificate of Notice filed herein and by the "Acknowledgment of Service" filed herein on June 12, 1973.

4. In accordance with the aforesaid notice of sale and the terms of the Mortgage, the undersigned appeared before the Court House door, Centreville, Queen Anne's County, Maryland, at 10:30 A.M., on Tuesday, June 12, 1973. At such time, the property referred to in the Mortgage was exposed for sale at public auction, upon the terms and conditions stated in the aforesaid notice for sale. Such auction was conducted by Joseph A. Jackson, Jr., Queen Anne, Maryland.

5. At the conclusion of the bidding, the aforesaid

property was sold to Walter T. Stundick, Walter J. Stundick and C. John Serio, who were then and there the highest bidders at such sale, at and for the price of Ninety-Two Thousand Five Hundred Dollars ($92,500.00), and upon the terms and conditions set forth in the aforesaid notice of sale. Ten percent (10%) of the aforesaid purchase price has been paid to the undersigned in accordance with such terms and conditions.

6. Following such sale, the aforesaid purchasers furnished the Affidavit requi..d by Maryland Rule BR6 b 3, which Affidavit is filed herewith.

7. To the best of the knowledge, information and belief of the undersigned, the aforesaid sale was fair in all respects; and I further certify that the matters and facts set forth herein are true.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing document are true and correct.

John W. Sause, Jr.
Assignee and Attorney

Filed June 12, 1973

EXHIBIT "A"

ASSIGNEE'S SALE OF VALUABLE WATERFRONT PROPERTY ON THE CHESTER RIVER

Under and by virtue of the power of sale contained in a Mortgage from Coastal Lumber Products, Inc., a New Jersey corporation, to Summit and Elizabeth Trust Company, recorded among the Land Records of Queen Anne's County in Liber C.W.C. 51, folio 293, and duly assigned to the undersigned for collection by foreclosure or otherwise, default having occurred thereunder, the undersigned Assignee will offer for sale by public auction at the Court House door, Centreville, Queen Anne's County, on

TUESDAY, JUNE 12, 1973

at 10:30 A.M.

the property described in said Mortgage, lying and being in Queen Anne's County, Maryland, and described according to Survey by J.R. McCrone, Jr., Inc., Surveyors, dated April 1965, as follows:

BEGINNING for the same at a point on the center line of fifty foot County Road, known as High Bridge Road, said point being the southeast corner of Tract No. 1, of the Annette Fabrizio Stenger lands, the southwest corner of the lands now or formerly of Ben Stevens, and south 45 degrees 43 minutes west 34.53 feet from a stone marking a division line between said Stenger and Stevens lands, said point further being the approximate beginning point of Parcel No. 2 of Tract No. 1, "Cacy Farm", as described in a Deed from R. Hynson Carter, et.ux. to James A. Fabrizio, dated November 18, 1953, and recorded in the Land Record Books of Queen Anne's County in Liber T.S.P. 13, folio 265, and running thence by and with the center line of said County Road, along an arc the chord of which is north 39 degrees 03 minutes 40 seconds west 318.23 feet to a point, north 43 degrees 01 minute 50 seconds west 1171.91 feet to a point, north 42 degrees 48 minutes 50 seconds west 1352.30 feet to a point, north 49 degrees 39 minutes 20 seconds west 810.02 feet to a point, and north 54 degrees 09 minutes 30 seconds west 12.40 feet to the easterly side of the P.B. & W. Railroad (66

feet wide), thence by and with the easterly side of said Railroad, north 32 degrees 10 minutes 30 seconds east 1470.04 feet to the center of Chester River, thence by and with the center of said Chester River in an easterly and southeasterly direction to a point generally south 59 degrees 30 minutes 30 seconds east 4152.21 feet to a point and the aforementioned Ben Stevens lands, thence by and with the said Ben Stevens land, south 45 degrees, 43 minutes west 760.00 feet, more or less, to a marble monument (found) and continuing the same course with said lands south 45 degrees 43 minutes west 393.84 feet to a stone (found) and still continuing said course with said land, south 45 degrees 43 minutes west 1441.32 feet to a stone (found) and continuing south 45 degrees 43 minutes west 34.53 feet to the place of beginning. Containing in all 199.640 acres of land, more or less.

Subject to Right-of-ways and easements as noted on Plat and being as follows:

(1) To Eastern Shore Public Service Company of Maryland, dated June 17, 1954, and recorded among the land records of Queen Anne's County in Liber T.S.P. No. 16, folio 375;

(2) To Eastern Shore Public Service Company of Maryland, dated June 6, 1951, and recorded among said land records in Liber T.S.P. No. 1, folio 534;

(3) Underground telephone cable along High Bridge Road, and

(4) Subject to rights of others in High Bridge Road.

BEING the same land which was granted, conveyed and confirmed unto the Mortgagor by Garland P. Moore Jr. et al., Co-partners trading as The High Bridge Partnership, by confirmatory deed, dated March 25, 1966, and recorded among the land records of said Queen Anne's County in Liber C.W.C. No. 20, folio 659.

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

TERMS OF SALE. A cash deposit of ten (10) percent of the purchase price will be required of the purchaser at the time and place of sale, together with the affidavit required by Maryland Rule BR6 b 3. The balance of the purchase money shall be paid upon final ratification of sale by the Circuit Court for Queen Anne's County and bear interest at six (6) per cent from the date of sale to the date of settlement. Taxes and all other assessments to be adjusted to date of sale; and the purchaser is to bear all costs of conveyancing, revenue stamps and transfer taxes.

JOHN W. SAUSE, JR.
Assignee
204 North Commerce Street
Centreville, Maryland 21617
758-0970

JOSEPH A. JACKSON, JR.
Auctioneer

3t-6-6

Filed June 12, 1973

13

JOHN W. SAUSE, JR. Assignee and Attorney	:	IN THE
Plaintiff	:	CIRCUIT COURT
v.	:	FOR
COASTAL LUMBER PRODUCTS, INC. a New Jersey corporation	:	QUEEN ANNE'S COUNTY Equity No. 5441
Defendant	:	

::::::::::::::::

ORDER NISI ON SALE

ORDERED this 12th day of June, 1973, that the sale of the real property, made and reported in this cause by John W. Sause, Jr., Assignee and Attorney, be ratified and confirmed on or after the 13th day of July, 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 6th day of July, 1973.

The report states the amount of sale to be Ninety-Two Thousand Five Hundred Dollars ($92,500.00).

Charles W. Cecil

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

Filed June 12, 1973

NOTICE

JOHN W. SAUSE, JR.
Assignee and Attorney

Plaintiff

v.

COASTAL LUMBER PRODUCTS, INC.
A New Jersey corporation

Defendant

+ + + + +
IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
Equity No. 5441
+ + + + +

ORDER NISI ON SALE

ORDERED this 12th day of June, 1973, that the sale of the real property, made and reported in this cause by John W. Sause, Jr., Assignee and Attorney, be ratified and confirmed on or after the 13th day of July, 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 6th day of July, 1973.

The report states the amount of sale to be Ninety-Two Thousand Five Hundred Dollars ($92,500.00).

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

Filed June 12, 1973

TRUE COPY
TEST: Charles W. Cecil,
Clerk

3t-6-27

14

Queen Anne's
RECORD-OBSERVER

Centreville, Md., June 29 1973

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

in the case/estate of Coastal Lumber Products, Inc.

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 6th day of July, 1973, and that the *first* insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 13th day of June 1973, and the last insertion on the 27th day of June, 1973.

THE RECORD-OBSERVER CORPORATION

By Dorothy M. Monroe

Filed July 2, 1973

15

JOHN W. SAUSE, JR. Assignee and Attorney Plaintiff Vs. COASTAL LUMBER PRODUCTS, INC. a New Jersey Corporation Defendant	: : : : : : :	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY Equity No. 5441

: : : : : : : : : : :

EXCEPTIONS TO RATIFICATION OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Purchasers, Walter T. Stundick, Walter J. Stundick and C. John Serio, pray leave to except to the ratification of sale made by John W. Sause, Jr., Assignee and Attorney, for the following reasons:

1. For that John W. Sause, Jr., Assignee and Attorney, named in the above proceedings, is unable to deliver to the Purchasers a clear and marketable title for the following reasons:

(a) That on February 4, 1966, Garland P. Moore, Jr. a/k/a G. P. Moore, Jr., Frederick Steinmann and Gerald M. Katz, co-partners t/a The High Bridge Partnership, conveyed the property herein sold by Assignee unto Chester River Lumber, Inc., a Maryland Corporation, as recorded in Liber C.W.C. No. 20, Folio 7; and

(b) That on March 25, 1966, by Confirmatory Deed, the said Garland P. Moore, Jr., a/k/a G. P. Moore, Jr., Frederick Steinmann and Gerald M. Katz, co-partners t/a The High Bridge Partnership conveyed said property to Coastal Lumber Products, Inc. without joining in Chester River Lumber, Inc.

(c) And for other and further matters that may be presented to this Honorable Court at the time of the hearing of these exceptions.

Walter T. Stundick
Walter T. Stundick

Walter J. Stundick
Walter J. Stundick

C. John Serio
C. John Serio

Purchasers

C John Serio
Lee R. Finnesey
Solicitors for Exceptants
3 East Lexington Street
Baltimore, Maryland 21202
Phone: 752 - 1946

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 10th day of July, 1973, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel Co. personally appeared WALTER T. STUNDICK, WALTER J. STUNDICK, and C. JOHN SERIO, and made oath in due form of law that the matters and facts set forth in the above Exceptions to the Ratification of Sale are true to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Mary Jane Stricker
Notary Public

MARY JANE STRICKER NOTARY PUBLIC ANNE ARUNDEL COUNTY, MARYLAND

I HEREBY CERTIFY, that on this 12th day of July, 1973, I personally delivered a copy of the Exceptions to Ratification of Sale to John W. Sause, Jr., Assignee, 204 North Commerce Street, Centreville, Maryland.

C. John Serio
C. John Serio

Filed July 12, 1973

16

JOHN W. SAUSE, JR. Assignee and Attorney Plaintiff vs. COASTAL LUMBER PRODUCTS, INC. a New Jersey Corporation Defendant	: : : : : : : : :	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY Equity No. 5441

: : : : : : : : : : : : : : : : : : :

ORDER OF DISMISSAL OF EXCEPTIONS
TO RATIFICATION OF SALE

MR. CLERK:

Please dismiss exceptions to ratification of sale filed in the above proceedings.

C. John Serio
C. John Serio
Solicitor for Exceptants

I HEREBY ACKNOWLEDGE that a copy of the Dismissal Of Exceptions To The Ratification Of Sale was mailed this 13th day of September, 1973, to John W. Sause, Jr., Assignee, 204 North Commerce Street, Centreville, Maryland.

C. John Serio
C. John Serio
Solicitor for Exceptants
3 East Lexington Street
Baltimore, Maryland 21202
Telephone: 752-1946

FILED Sept 17, 1973

17

LIBER 8 PAGE 156

JOHN W. SAUSE, JR. Assignee & Attorney Plaintiff vs. COASTAL LUMBER PRODUCTS, INC. a New Jersey Corporation Defendant	:	IN THE CIRCUIT COURT FOR QUEEN ANN'S COUNTY

: : : : : : : : : :

ORDER OF DISMISSAL OF EXCEPTIONS TO
RATIFICATION OF SALE

MR. CLERK:

Please dismiss exceptions to ratification of sale filed in the above proceedings.

Lee R. Finnesey

Lee R. Finnesey
Solicitor for Exceptants

I HEREBY CERTIFY that a copy of the Order of Dismissal of Exceptions to the Ratification of Sale was mailed the 14th day of September, 1973, postage prepaid, to John W. Sause, Jr., Assignee, 204 North Commerce Street, Centerville, Maryland.

Lee R. Finnesey

Lee R. Finnesey
Solicitor for Exceptants
3 E. Lexington Street
Baltimore, Maryland 21202
752- 1946

FILED Sept 17, 1973

18

JOHN W. SAUSE, JR. Assignee and Attorney Plaintiff v. COASTAL LUMBER PRODUCTS, INC. a New Jersey corporation Defendant	: : : : : :	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY Equity No. 5441

::::::::::::::::

FINAL ORDER OF
RATIFICATION

The "Exceptions to Ratification of Sale" filed in this cause on July 12, 1973, having been withdrawn and no other exceptions having been filed to the sale made by John W. Sause, Jr., Assignee and Attorney, on June 12, 1973, and duly reported to this Court, although it appears that the Order Nisi issued pursuant to Second Circuit Rule BR6 has been published as therein required, it is this 17th day of September, 1973, by the Circuit Court for Queen Anne's County, In Equity,

ORDERED, that the sale of the mortgaged property referred to in this cause, made by John W. Sause, Jr., on June 12, 1973, is hereby finally ratified and confirmed.

B. Hackett Turner Jr.
JUDGE

FILED Sept 17, 1973

19

JOHN W. SAUSE, JR. Assignee and Attorney	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
COASTAL LUMBER PRODUCTS, INC. a New Jersey corporation	:	QUEEN ANNE'S COUNTY Equity #5441
Defendant	:	

::::::::::::::::

PETITION FOR AUTHORITY TO
DISBURSE RENT COLLECTIONS

The Petition of John W. Sause, Jr., as Receiver, respectfully shows:

1. By Order of May 31, 1973, he was appointed Receiver to collect the rents, issues and profits of the premises referred to in this proceeding, subject to the further Order of this Honorable Court.

2. Thereafter on June 12, 1973, as Assignee of the Mortgage referred to in this proceeding, your Petitioner sold the premises referred to in this proceeding at public auction, which sale was duly reported to this Court and has been finally ratified.

3. In connection with settlement for the above sale, the purchasers are demanding that the Petitioner, as Receiver, turn over to them all rents, issues and profits received by him pursuant to the aforesaid Order of May 31, 1973.

4. The Petitioner believes that the purchasers are entitled to the distribution of the moneys collected by the Petitioner in accordance with the rules set forth by the Court of Appeals of Maryland in Brooks v. Bast, 242 Md. 350, 358; Union Trust Co. v. Biggs, 153 Md. 50, 56-57; and Lannay v. Wilson, 30 Md. 536, 550.

5. The amount of rents, issues and profits collected by the Petitioner, as Receiver, from the date of his appointment to the date hereof is Six Hundred Dollars ($600.00), all of which was collected from Roger C. Ormsby, t/a RCO Lumber.

6. The purchasers have agreed that the Receiver may retain Ten Percent (10%) (or Sixty Dollars [$60.00]) of the

amount collected to cover the costs and expenses of such collection.

7. The distribution of Five Hundred Forty ($540.00) of the rents collected to the purchasers has been approved by Summit and Elizabeth Trust Company.

I hereby declare and affirm under the penalties of perjury that the contents of the foregoing document are true and correct to the best of my knowledge, information and belief.

John W. Sause, Jr.
Receiver

FILED Sept 17, 1973

ORDER

The foregoing Petition for Authority to Disburse Rent Collections having been read and considered, it is this 17th day of September, 1973, by the Circuit Court for Queen Anne's County

ORDERED that upon payment by the purchasers at the sale of June 12, 1973, of all amounts due by them pursuant to the terms of such sale, John W. Sause, Jr., shall pay to them the sum of Five Hundred Forty Dollars ($540.00) from the rents collected by him pursuant to Order of May 31, 1973.

B. Hackett Turner Jr.
JUDGE

FILED Sept 17, 1973

21

JOHN W. SAUSE, JR. Assignee and Attorney	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
COASTAL LUMBER PRODUCTS, INC. a New Jersey corporation	:	QUEEN ANNE'S COUNTY Equity No. 5441
Defendant	:	

::::::::::::::::

PETITION FOR APPOINTMENT
OF SPECIAL AUDITOR

The Petition of John W. Sause, Jr., respectfully shows:

1. The sale reported to this Court on June 12, 1973, and finally ratified on September 17, 1973, has been consummated.

2. The regular Auditor of this Honorable Court is in the hospital and will be there and convalescing for the next several weeks.

3. Your Petitioner desires to submit his report and vouchers to an auditor so that an account may be promptly stated herein.

WHEREFORE, your Petitioner asks this Court to appoint a Special Auditor to whom referals shall be made in this cause.

I DO SOLEMNLY declare and affirm under the penalties of perjury that the contents of the foregoing document are true and correct to the best of my knowledge, information and belief.

John W. Sause, Jr.
Assignee and Attorney

FILED Sept 24, 1973

ORDER

22 The foregoing Petition for Appointment of Special Auditor having been read and considered, it is this 25th day of September, 1973, by the Circuit Court for Queen Anne's County,

In Equity,

ORDERED, that John T. Clark, III, Esquire, be and he is hereby appointed as Special Auditor to whom referals shall be made in this cause, such Special Auditor to have all of the powers, duties and compensation of the regular Auditor, all pursuant to Maryland Rule 595 b; and

FURTHER ORDERED, that this cause is referred to the aforesaid Special Auditor for the statement of an account in the manner set forth in the Maryland Rules and the Rules of the Second Judicial Circuit.

JUDGE

Filed Sept. 25, 1973.

23

JOHN W. SAUSE, JR. Assignee and Attorney Plaintiff vs. COASTAL LUMBER PRODUCTS, INC. a New Jersey corporation Defendant	: : : : : : :	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY Equity No. 5441

::::::::::::::::

SUGGESTED ACCOUNT AND
AFFIDAVIT OF FIDUCIARY

TO: JOHN T. CLARK, III
Special Auditor

In accordance with Second Circuit Rule 12 c, attached are the following:

1. Suggested Account setting forth all receipts coming into my hands and a suggested distribution thereof.

2. Vouchers for funds actually disbursed and statements for any unpaid indebtedness incurred.

I have examined all appropriate public records and based thereon, together with any other knowledge which I possess, I believe the distribution of the funds should be authorized as set forth in the suggested account for the reason that such represents compensation and expenses allowable by Rules of Court, or to the Mortgagee in payment of its secured indebtedness; and I further declare and affirm under the penalties of perjury that the contents of this paragraph are true and correct to the best of my knowledge, information and belief.

John W. Sause, Jr.
Assignee and Attorney

FILED Oct 2, 1973

EQUITY NO. 5441

The proceeds of the sale of land and the collection of rents reported in this case in account with John W. Sause, Jr., as Assignee and Attorney, as Receiver and as Vendor of said land.

1973		Dr.	Cr.
	Collected as per terms of sale		
6/12	Deposit made by purchasers at sale		$ 9,250.00
9/21	Balance paid on purchase price		83,250.00
9/21	State/County taxes (6/12/73 to 6/30/73)		29.73
9/21	Interest 101 days at $13.685		1,382.19
	Collected as Receiver as per Order of May 31, 1973		
6/15	Roger C. Ormsby, t/a RCO Lumber		150.00
7/ 3	Roger C. Ormsby, t/a RCO Lumber		150.00
8/ 2	Roger C. Ormsby, t/a RCO Lumber		150.00
9/ 6	Roger C. Ormsby, t/a RCO Lumber		150.00

Compensation and expenses allowable pursuant to Circuit Rule BR 8	
To John W. Sause, Jr., Attorney	
a. Commission for making sale	$ 4,575.00
b. Counsel fee set in Mortgage	100.00
To Joseph A. Jackson, Jr. Auctioneer (maximum allowable)	200.00
To Eastern Shore Estates, Co., bond premium	488.00
To Queen Anne's Record-Observer	
a. Advertisement of sale	128.25
b. Advertisement of Order Nisi	14.00
To Summit & Elizabeth Trust Co. (moneys advanced to Assignee)	
a. Advertising sale: Washington Post	182.14
b. Advertising sale: Baltimore Sun	56.35
c. Recordation of Assignment	4.00

d. Recordation stamps for Mortgage	$ 396.00	
e. Court filing fee	15.00	
To Charles W. Cecil, Clerk of the Circuit Court for Queen Anne's County, open costs in this proceeding	72.00	$ 6,230.74
Rent disbursed pursuant to Order of September 17, 1973		
Disbursed to purchasers	540.00	
To John W. Sause, Jr., Receiver	60.00	600.00
Allowed to Auditor pursuant to Circuit Rule 12		
To John T. Clark, III, Special Auditor, his fee for stating account	45.00	
To same, expenses involved in stating audit and notification	10.00	55.00

DISTRIBUTION

To Summit and Elizabeth Trust Company, as Mortgagee, on account of Statement of Amount Due filed herein	$ 87,626.18	
	$ 94,511.92	$ 94,511.92

John T. Clark, III,
Special Auditor

FILED Oct 2, 1973

24

JOHN W. SAUSE, JR. Assignee and Attorney	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
COASTAL LUMBER PRODUCTS, INC. a New Jersey corporation	:	QUEEN ANNE'S COUNTY Equity No. 5441
Defendant	:	

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REPORT OF SPECIAL AUDITOR

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of John T. Clark, III, Special Auditor, respectfully represents:

1. The within account is stated at the request of John W. Sause, Jr., Assignee, Attorney and Receiver, and reveals that the net proceeds of sale are insufficient to pay the Mortgage debt.

2. The difference between the Statement of Amount Due filed herein and the amount distributable thereon under this account is Thirty-Four Thousand Three Hundred Forty-Two Dollars ($34,342.00).

3. In the within account, John W. Sause, Jr., as Assignee and Attorney, is allowed the compensation and expenses allowed by Rules of Court and is allowed the disbursements of rent collected by him as Receiver in accordance with the Order of September 17, 1973, as appears in detail in said attached account.

John T. Clark, III
Special Auditor

JOHN W. SAUSE, JR. Assignee and Attorney	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
COASTAL LUMBER PRODUCTS, INC. a New Jersey corporation	:	QUEEN ANNE'S COUNTY Equity No. 5441
Defendant	:	

::::::::::::::::

CERTIFICATE OF
NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned, Special Auditor, hereby certifies that on October 2, 1973, the date the audit in the above titled cause was filed in this Court he did, in compliance with Maryland Rule 595 g and Second Circuit Rule 12 d mail by first class mail to every party to the proceeding, to every person who has filed a claim, and to every distributee named in the audit a copy thereof duly certified by me and gave notice that the account and report were filed on such date, that exceptions must be filed within fifteen (15) days of said date, and that if no exceptions are filed within such fifteen-day period, the account and report may thereupon be ratified. A copy of such notice is attached as part hereof.

The names and addresses of the persons to whom such accounts and notices were so mailed are:

John W. Sause, Jr., Esquire
204 North Commerce Street
Centreville, Maryland 21617

Coastal Lumber Products, Inc.
Box 242
Millington, Maryland 21651

Summit and Elizabeth Trust Company
Summit, New Jersey 07901

Joseph A. Jackson, Jr.
Queen Anne, Maryland 21657

Queen Anne's Record-Observer
P. O. Box H
Centreville, Maryland 21617

Eastern Shore Estates Company
Centreville, Maryland 21617

John T. Clark, III
Special Auditor

FILED Oct 2, 1973

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NISI RATIFICATION OF AUDIT

JOHN W. SAUSE, Jr., Assignee and Attorney	In the Circuit Court for Queen Anne's County In Equity
vs.	
Coastal Lumber Products, Inc., a New Jersey Corporation	Cause No. 5441

ORDERED, this 2nd day of October, 19 73, that the report and account filed in these proceedings by John T. Clark, III, Special, Auditor, be ratified on or after the 18th day of October, 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 Oct. 2, 1973

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JOHN W. SAUSE, Jr., Assignee and Attorney Plaintiff	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY
vs	:	IN EQUITY
COASTAL LUMBER PRODUCTS, Inc., a New Jersey corporation, Defendant	:	Cause No. 5441

::::::::::::::::::::

FINAL RATIFICATION OF AUDIT

ORDERED, by the Court that the account of John T. Clark, III, Special Auditor is finally ratified and confirmed, and John W. Sause, Jr., Assignee and Attorney, is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Dated: Oct. 18, 1973.

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

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Thirteenth day of February, in the year nineteen hundred and seventy-three, the following Bill of Complaint To Quiet Title was brought to be recorded, to wit:

OLIVER BROWN and JAMES W. A. BROWN, Grasonville, Md. 21638, Complainants, vs.	*	
SOPHIE WILSON, Widow, Box 61, Lancaster, Va. 22503 and ESTELLE JONES and JOSEPH JONES, her husband, 726 Pine Street Wilmington, Delaware and SARAH NICHOLSON and WILLIAM NICHOLSON, her husband, 726 Pine Street Wilmington, Delaware, and Any unknown heirs of William Harkless, deceased, Margaret Williams, deceased, and Wrightson Wilson, deceased, their respective heirs, executors, administrators, personal representatives and all other persons, their heirs, executors, administrators, personal representatives, who could claim any interest in the real estate mentioned in these proceedings, or who could claim to hold a lien or encumbranceon the real estate mentioned in these proceedings, addresses of whom are unknown.	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY In Equity No. 5411 B. 4656 Filed

BILL OF COMPLAINT TO QUIET TITLE

Oliver Brown and James W. A. Brown, Complainants, by F. Clifford Hane, their attorney, state:

1. The object of this suit is to procure a decree that the complainants be made the absolute owners of the tract of land hereinafter respectively described, with the perfect right of absolute disposition of the same, and for an absolute and permanent injunction against any of the Respondents claiming any interest in said land.

2. This proceeding is filed under the provisions of the Annotated Code of Maryland, Article 21, Section 14-108 effective January 1, 1973.

3. That on or about February 15, 1878, George Murray, Marshall Pippin and Sarah Pippin, his wife, deeded to William Harkless, 2 acres and 16 perches of land, more or less, in the

Fifth Election District of Queen Anne's County, Maryland, located on the public road from Queenstown to Kent Island Ferry Bridge, being part of a tract of land called "The White House", which deed was recorded among the Land Records of Queen Anne's County, Maryland, in Liber J.W. No. 8, folio 46, a copy of which is filed herewith and made a part hereof, and marked "Exhibit A".

4. That William Harkless died sometime after that deed, the date and year unknown, intestate, unmarried, and leaving his sister, Margaret Williams as his only heir-at-law.

5. That a certain Wrightson Wilson tilled part of said property for a period in excess of 20 years, and his holding may have been sufficiently open, notorious, exclusive, hostile, continuous and under a claim of title or ownership to vest in said Wrightson Wilson title by adverse possession, to said real estate.

6. That the said Wrightson Wilson died in the year of 1965, intestate, leaving his widow, the said Sophie Wilson as his only heir-at-law.

7. That the said Margaret Williams died sometime during the year 1962, intestate, leaving Estelle Williams Jones and Sarah Williams Nicholson, her children, as her only heirs-at-law.

8. That since the deed of February 15, 1878 to William Harkless aforesaid, a search of the Land Records of Queen Anne's County shows no conveyances out of William Harkless, nor does a search of the records of the Register of Wills for Queen Anne's County, Maryland, show any administration, testate or intestate, on the estates of William Harkless, Margaret Williams or Wrightson Wilson.

9. That on January 13, 1968, Estelle Jones and Joseph Jones, her husband, and Sarah Nicholson and William Nicholson, her husband, conveyed unto Oliver Brown the following described real estate, in fee simple, and said husbands joined therein for the purpose of releasing and conveying to Oliver Brown all of their rights of dower and courtesy, and other marital rights in said real estate, to wit:

ALL THAT real estate situate, lying and being in the Fifth Election District of Queen Anne's County, Maryland, on the public road from Queenstown to Kent Island Ferry Bridge, being part of a tract of land called "The White House", and which is described as follows, to wit:

> BEGINNING at a stone on the corner formed by lot now being described and adjoining the land formerly of William I. Bryan (deceased) and running West six and one fifth perches to the public road, then with said road, South thirty seven and one fourth degrees West twelve perches, then South forty two and a half degrees West seven and one fifth perches to the road leading from the Old Saw Mill lot, then with said road South twenty two and a half degrees East ten perches, thence North sixty five degrees and

one half of a degree East twenty three perches, thence North seventy four and one half degrees West, sixteen perches, to place of beginning; CONTAINING two acres and sixteen perches of land, more or less.

This deed is recorded among the Land Records of Queen Anne's County in Liber C.W.C. 32, folio 514, a copy of which is filed herewith and made a part hereof, and marked "Exhibit B".

10. That by a quit claim deed dated January 15, 1968, Sophie Wilson, widow of Wrightson Wilson, did give, grant, bargain, sell, remise, release, convey and quit claim all of her right, title, interest and estate which she has or may have, unto the said Oliver Brown, his heirs and assigns, in and to all of said described real estate. This deed is recorded among said Land Records in Liber C.W.C. 32, folio 512, a copy of which is filed herewith and made a part hereof and marked "Exhibit C".

11. That the said Oliver Brown did, after the execution of the aforementioned deeds, enter into possession of said lands described in said Exhibits, and further did enter into possession of these 2 acres and 16 perches of land, more or less, as of the date of conveyance; did hold said land openly, notoriously and adversely, not only under color of title, but under the deeds above mentioned, occupying the same against the above named respondents, or anyone claiming by, through or under them, or any of them.

12. That the said Oliver Brown did, on or about October 15, 1968, execute a mortgage to Queenstown Bank of Maryland, for the construction of a home on the above mentioned 2 acres and 16 perches of land, more or less, above described.

13. That on November 8, 1969, Oliver Brown by deed conveyed unto his brother, James W. A. Brown, approximately 1.034 acres of land, more or less, more fully set forth on a plat prepared by Shew & Bartlett, Engineers, dated September 26, 1969, and recorded with said deed, together with a Certificate of Survey, which lot of ground is described as follows:

ALL THAT LOT or parcel of land situate, lying and being on the south side of Maryland Route 18, leading from Grasonville to Queenstown, near the east end of Grasonville, in the Fifth Election District of Queen Anne's County, State of Maryland, more fully set forth on a plat prepared by Shew & Bartlett, engineers, dated September 26, 1969, and recorded herewith, together with a Certificate of Survey dated September 26, 1969, which lot is described therein by the following metes and bounds, courses and distances, to wit:

BEGINNING at a concrete monument in the South line of said Maryland Route No. 18, and being the Northeast corner of land of Oliver Brown, thence running by and with the South line of said Maryland Route No. 18, North 46 degrees and no minutes East 145.34 feet to an iron pipe, and being the Northwest corner of land of Bryan's Chapel, thence running by and with land of the said Bryan's Chapel the following two courses and distances: (1) South 88 degrees, 16 minutes East

74.79 feet to a large stone; (2) South 20 degrees, 24 minutes East 263.13 feet to a concrete monument and being a common corner for land of Bryan's Chapel, land of Hardy Brothers, land of Lillian Carter Meredith, and the lot or parcel of land herein described; thence running by and with the North line of land of Lillian Carter Meredith, South 69 degrees, 22 minutes West 124.13 feet to a concrete monument, and being the Southeast corner of land of Oliver Brown; thence running by and with land of the said Oliver Brown and by and with a new line hereby established and laid down, North 38 degrees, 56 minutes, West 246.4 feet to a concrete monument, the place of beginning; containing 1.034 acres.

This deed is recorded among said Land Records in Liber C.W.C. 46, folio 92, a copy of which is attached hereto and made a part hereof and marked "Exhibit B".

14. That the complainant, James W. A. Brown herein, since the date of the conveyance to him of the aforesaid 1.034 acres of land, has held the same openly, notoriously and adversely, not only under color of title, but under said deed, occupying the same against the claim of the above named respondents, or anyone claiming by, through or under them, or any of them. This 1.034 acres of land has been released by Queenstown Bank of Maryland from the operation and effect of its mortgage.

15. That the said complainants, Oliver Brown and James W. A. Brown are now in separate possession of the land as surveyed, but the said James W. A. Brown has been advised that there may be a cloud on his title which would also affect Oliver Brown, in view of the fact that no administration, either local or ancillary, was taken out on the estates of Margaret Williams and Wrightson Wilson, who died respectively in the years 1962 and 1965.

16. That said complainants now in possession of the land, have been advised that all parties in interest have joined in a deed or deeds conveying the title to said real estate to Oliver Brown, out of which James W. A. Brown has been deeded 1.034 acres above mentioned.

17. That the complainants have been advised that the merchantability of the title to the said 2 acres and 16 perches of land, more or less, may be affected, and hence one of your complainants, James W. A. Brown is not able to secure a construction loan on his portion of these premises until the title to the land conveyed to him is declared marketable.

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

WHEREUPON, The Complainants pray this Honorable Court to decree that the title to the property herein mentioned and described shall be vested in your separate complainants as

set forth herein and surveyed, unencumbered by claims of others other than the construction loan of Queenstown Bank of Maryland above mentioned, on the remaining lands and improvements thereon in the name of Oliver Brown.

And as in duty bound, etc.

Oliver Brown
Oliver Brown

James W. A. Brown
James W. A. Brown

F. Clifford Hane
F. Clifford Hane
Attorney for Complainants.
Queenstown, Md. 21658
Phone: 827-8787

Filed Feb 13, 1973

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Complainant's Exhibit A
Recorded JW 8/46

Queen Anne's County, to wit: be it remembered, that on the twenty fifth day of February, Eighteen hundred and seventy eight, the following deed was brought, to be recorded, to wit:

This Deed, made this fifteenth day of February in the year one thousand eight hundred and seventy eight, between George Murray of Queen Annes County now temporarily of Kent County and Marshall Pippin and Sarah Pippin, his wife of Kent County (all colored) in the State of Maryland, of the first part, and William Hartless (also colored) of Queen Annes County and State aforesaid, of the Second part, Witnesseth, that in consideration of one hundred and fifty dollars, the said George Murray, Marshall Pippin and Sarah Pippin his wife do grant and convey unto the said William Hartless, his heirs and assigns in fee simple all that Real Estate situate, lying and being in Queen Annes County Maryland on the Public Road from Queenstown to Kent Island Ferry Bridge, being part of a tract of land called "The White House" and now in the possession and occupancy of William Hartless which is described as follows, to wit:- Beginning at a Stone on the corner formed by lot now being described and adjoining the land of William J. Bryan (deceased) and running west six and one fifth perches to the Public Road, then with said Road, South thirty seven and one fourth degrees west twelve perches, thence South forty two and a half degrees west seven and one fifth perches to the Road leading from the Old Saw Mill Lot then with said Road South twenty two and a half degrees East ten perches thence north fifty five degrees and one half of a degree East twenty three perches thence north seventy

Recd & Added to Grants MMcC

four and a half degrees west sixteen perches to the place of Beginning containing two acres and sixteen perches of land, more or less: Being the same Real Estate which is described in a Deed of Conveyance thereof from Samuel C. Ridgaway and Rachel A. Ridgaway, his wife to William Murray (colored) bearing date the twenty eighth day of January Eighteen hundred and seventy eight and recorded in Liber JW No 1 folios - a Land Record Book for Queen Annes County from whom said William Murray being now deceased the Legal title descended to his two Children, the Grantors George Murray and Sarah Pippin, the said William Murray having sold said Real Estate unto William Hackless in his lifetime and this Deed being intended as Confirmatory of said sale, and to vest the Legal title in fee in the said William Hackless. Together with the improvements thereon, and the rights and appurtenances thereto belonging or appertaining. to have and to hold the said Real Estate and premises hereby mentioned to be granted and conveyed, with the rights and appurtenances aforesaid, unto the said William Hackless his heirs and assigns, to his and their proper use and benefit forever in fee. And the said George Murray and Marshall Pippin 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 the said property generally, to the said William Hackless his heirs and assigns. And that they will execute such further assurances as may be requisite.

Witness the hands and seals of the said grantors.

LIBER 8 PAGE 173

Witness
J. Evan. Thomas

George (his mark) Murray (Seal)
Marshall Pippin (Seal)
Sarah (her mark) Pippin (Seal)

State of Maryland Kent County SS. I hereby Certify, that on this fifteenth day of February, in the year one thousand eight hundred and seventy eight, before the Subscriber, a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared George Murray, Marshall Pippin and Sarah Pippin his wife, the grantors in the foregoing Deed, and they each acknowledged the same to be their respective act.

Witness my name J. Evan. Thomas J.P

State of Maryland, Kent County, Set: I hereby Certify, that J. Evan Thomas Esq; before whom the annexed acknowledgments were made, was at the time of so doing one of the Justices of the Peace of the State of Maryland, in and for Kent County, duly commissioned and qualified

according to law

Seal of the Circuit Court for Kent Co.

In Testimony whereof I hereto Subscribe my name and affix the seal of the Circuit Court for Kent County, this fifteenth day of February A. D, 1878.

D. C. Blackiston, Clerk

Filed Feb 13, 1973

LIBER 8 PAGE 174

LIBER 32 PAGE 514

No. 5893

Re. 23 e.e. 2 RECEIVED FOR RECORD Jan 17, 1968

THIS DEED, made this 13th day of JANUARY, 1968, by ESTELLE JONES and JOSEPH JONES, her husband, of NEW CASTLE County, in the State of DELAWARE, and SARAH NICHOLSON and WILLIAM NICHOLSON, her husband, of NEW CASTLE County, in the State of DELAWARE.

WHEREAS, the hereinafter described property was granted and conveyed to William Harkless by George Murray, Marshall Pippin and Sarah Pippin, his wife, by deed dated February 15, 1878, and recorded among the land records of Queen Anne's County, in the State of Maryland, in Liber J.W. No. 8, folio 46; and

WHEREAS, the said William Harkless died about the year , intestate, unmarried, and leaving his sister, Margaret Williams, as his only heir at law; and

WHEREAS, the said Margaret Williams died sometime during the year 1962, intestate, and leaving Estelle Jones and Sarah Nicholson, her children, as her only heirs at law; and

WHEREAS, the said Estelle Jones and Sarah Nicholson have sold said property to Oliver Brown; and

WHEREAS, Joseph Jones, husband of Estelle Jones, and William Nicholson, husband of Sarah Nicholson, are willing to join herein for the purpose of releasing and conveying unto the said Oliver Brown all of their rights of dower, curtesy and other marital rights in said real estate.

NOW, THEREFORE, THIS DEED 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 Estelle Jones and Joseph Jones, her husband, and Sarah Nicholson and William Nicholson, her husband, do hereby grant and convey unto OLIVER BROWN, of Queen Anne's County, in the State of Maryland, his heirs and assigns, in fee simple, all of the following described real estate, to wit:

ALL that real estate situate, lying and being in the Fifth Election District of Queen Anne's County, Maryland, on the public road from Queenstown to Kent Island Ferry Bridge, being part of a tract of land called "The White House" and which is described as follows, to wit:

BEGINNING at a stone on the corner formed by lot now being described and adjoining the land formerly of William I. Bryan (deceased) and running West six and one fifth perches to the public road, then with said road, South thirty seven and one fourth degrees West twelve perches, then South forty two and a half degrees West seven and one fifth perches to the road leading from the Old Saw Mill lot, then with said road South twenty two and a half degrees East ten perches, thence North sixty five degrees and one half of a degree East twenty three perches, thence North seventy four and one half degrees West, sixteen perches, to place of beginning.

CONTAINING two acres and sixteen perches of land, more or less.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, roads,

Complainants Exhibit B

LIBER 8 PAGE 175

and/or alle ways, waters, privileges, a rtenances 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 Oliver Brown, his heirs and assigns, in fee simple, forever.

AND the said Estelle Jones and Joseph Jones, her husband, and Sarah Nicholson and William Nicholson, 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:

Joseph A. Moore — Estelle Jones (SEAL)
Estelle Jones

Joseph A. Moore — Joseph A. Jones (SEAL)
Joseph Jones

Joseph A. Moore — Sarah Nicholson (SEAL)
Sarah Nicholson

Joseph A. Moore — William Nicholson (SEAL)
William Nicholson

STATE OF Delaware,
COUNTY OF New Castle, to wit:

On this the 13th day of January, 1968, before me, the subscriber, a Notary Public of the State of Delaware in and for New Castle County, personally appeared ESTELLE JONES and JOSEPH JONES, 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 WHEREOF, I hereunto set my hand and official seal.

Joseph A. Moore
Notary Public
My Commission Expires: 9/10/68

STATE OF Delaware,
County of New Castle, to wit:

On this the 13th day of January, 1968, before me, the subscriber, a Notary Public of the State of Delaware, in and for New Castle County, personally appeared SARAH NICHOLSON and WILLIAM NICHOLSON, 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 WHEREOF, I hereunto set my hand and official seal.

Joseph A. Moore
Notary Public
My Commission Expires: 9/10/68

Filed Oct 13, 1973

LIBER 32 PAGE 512

105893

Re 23.00 RECEIVED FOR RECORD Jan 17, 1968

4

THIS QUIT-CLAIM DEED, made this 15th day of JANUARY, 1968, by SOPHIE WILSON, widow, of Lancaster County, State of Pennsylvania, party of the first part; and OLIVER BROWN, of Queen Anne's County, State of Maryland, party of the second part.

WHEREAS, Wrightson Wilson tilled a portion of the hereinafter described real estate for a period in excess of twenty (20) years; and

WHEREAS, said holding may have been sufficiently open, notorious, exclusive, hostile, continuous, and under a claim of title or ownership for title to vest in the said Wrightson Wilson by adverse possession; and

WHEREAS, the said Wrightson Wilson died in the year 1965, intestate, leaving his widow, the said Sophie Wilson, as his only heir at law; and

WHEREAS, the said Sophie Wilson has sold all of her right, title and interest as aforesaid in said real estate to Oliver Brown.

NOW, THEREFORE, THIS DEED WITNESSETH, that for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Sophie Wilson does hereby give, grant, bargain, sell, remise, release, convey and quit-claim all right, title, interest and estate, which she has, or may have, unto the said Oliver Brown, his heirs and assigns, in and to all of the following described real estate, to wit:

ALL that real estate situate, lying and being in the Fifth Election District of Queen Anne's County, Maryland, on the public road from Queenstown to Kent Island Ferry Bridge, being part of a tract of land called "The White House" and which is described as follows, to wit:

BEGINNING at a stone on the corner formed by lot now being described and adjoining the land formerly of William I. Bryan (deceased) and running west six and one fifth perches to the public road, then with said road, South thirty seven and one fourth degrees west twelve perches, then South forty two and a half degrees west seven and one fifth perches to the road leading from the Old Saw Mill lot, then with said road South twenty two and a half degrees East ten perches, thence North sixty five degrees and one half of a degree East twenty three perches, thence North seventy four and one half degrees West, sixteen perches, to place of beginning.

CONTAINING two acres and sixteen perches of land, more or less.

BEING the same and all of the land which was granted and conveyed unto William Harkless by George Murray and Marshall Pippin and Sarah Pippin, his wife, by deed dated February 15, 1878, and recorded among the land records of said Queen Anne's County in Liber J.W. No. 8, folio 46.

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.

Complainants' Exhibit C

LIBER 8 PAGE 177

TO HAVE AND TO HOLD the above quit-claim property unto and to the use of the said Oliver Brown, his heirs and assigns, free and clear of all right, title, interest and estate which the party of the first part has or may have.

WITNESS the hand and seal of the said Grantor:

TEST:

Horace Currie Sophie Wilson (SEAL)
Sophie Wilson

STATE OF Virginia ,

COUNTY OF Lancaster , to wit:

On this the 15th day of January , 1968, before me, the subscriber, a Notary Public of the State of Virginia in and for Lancaster County, personally appeared SOPHIE WILSON, widow, 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.

Mary D Fox
Notary Public
My Commission Expires: April 2, 1968

Filed Feb 13, 1973

LIBER 46 PAGE 92

No 62838
Fo 33122 RECEIVED FOR RECORD Feb 9 1970 at 10:34 Am

This Deed made this 8th day of November,

in the year one thousand nine hundred and sixty-nine, by and between OLIVER BROWN, Unmarried, of Queen Anne's County, State of Maryland, party of the first part, and JAMES W. A. BROWN, Unmarried, of Queen Anne's County, State of Maryland, party of the second part;

WITNESSETH: That for and in consideration of the sum of Five Dollars ($5.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part, Oliver Brown (unmarried) does hereby grant and convey unto the said party of the second part, James W. A. Brown, (also unmarried), his heirs and assigns, in fee simple, all the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being on the south side of Maryland Route 18, leading from Grasonville to Queenstown, near the east end of Grasonville, in the Fifth Election District of Queen Anne's County, State of Maryland, more fully set forth on a plat prepared by Shew & Bartlett, engineers, dated September 26, 1969, and recorded herewith, together with a Certificate of Survey dated September 26, 1969, which lot is described therein by the following metes and bounds, courses and distances, to wit:

BEGINNING at a concrete monument in the South line of said Maryland Route No. 18, and being the Northeast corner of land of Oliver Brown, thence running by and with the South line of said Maryland Route No. 18, North 46 degrees and no minutes East 145.34 feet to an iron pipe, and being the Northwest corner of land of Bryan's Chapel, thence running by and with land of the said Bryan's Chapel the following two courses and distances: (1) South 88 degrees, 16 minutes East 74.79 feet to a large stone; (2) South 20 degrees, 24 minutes East 263.13 feet to a concrete monument and being a common corner for land of Bryan's Chapel, land of Hardy Brothers, land of Lillian Carter Meredith, and the lot or parcel of land herein described; thence running by and with the North line of land of Lillian Carter Meredith, South 69 degrees, 22 minutes West 124.13 feet to a concrete monument, and being the Southeast corner of land of Oliver Brown; thence running by and with land of the said Oliver Brown and by and with a new line hereby established and laid down, North 38 degrees, 56 minutes West 246.4 feet to a concrete monument, the place of beginning; containing 1.034 acres.

BEING a part of the same land conveyed unto Oliver Brown by Estelle Jones and Joseph Jones, her husband, and Sarah Nicholson and William Nicholson, her husband, by deed dated January 13, 1968, and recorded in Liber C.W.C. 32, folio 514.

AND BEING a part of the same land conveyed unto Oliver Brown by Sophie Wilson, widow, by a Quit-Claim deed dated January 15, 1968, and recorded in Liber C.W.C. No. 32, folio 512, both Land Record books for Queen Anne's County.

3-24-70 Original mailed to: J. Clifford Mercer, Atty
Queenstown, Md. 21658

COMPLAINANT'S EXHIBIT D

CIVIL
MECHANICAL
CONSTRUCTION
SURVEYS
SANITARY
CONSULTING

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

SHEW AND BARTLETT
ENGINEERS

HACKS POINT BEACH
EARLEVILLE, MARYLAND 21616
PHONE 301-275-4991

CERTIFICATE OF SURVEY

We hereby certify that we have surveyed for James W. A. Brown all that lot or parcel of land situate, lying and being on the South side of Maryland Route No. 18 leading from Grasonville to Queenstown near the East end of Grasonville, in the Fifth Election District of Queen Anne's County, State of Maryland, which is described by the following metes and bounds, courses and distances, to wit:

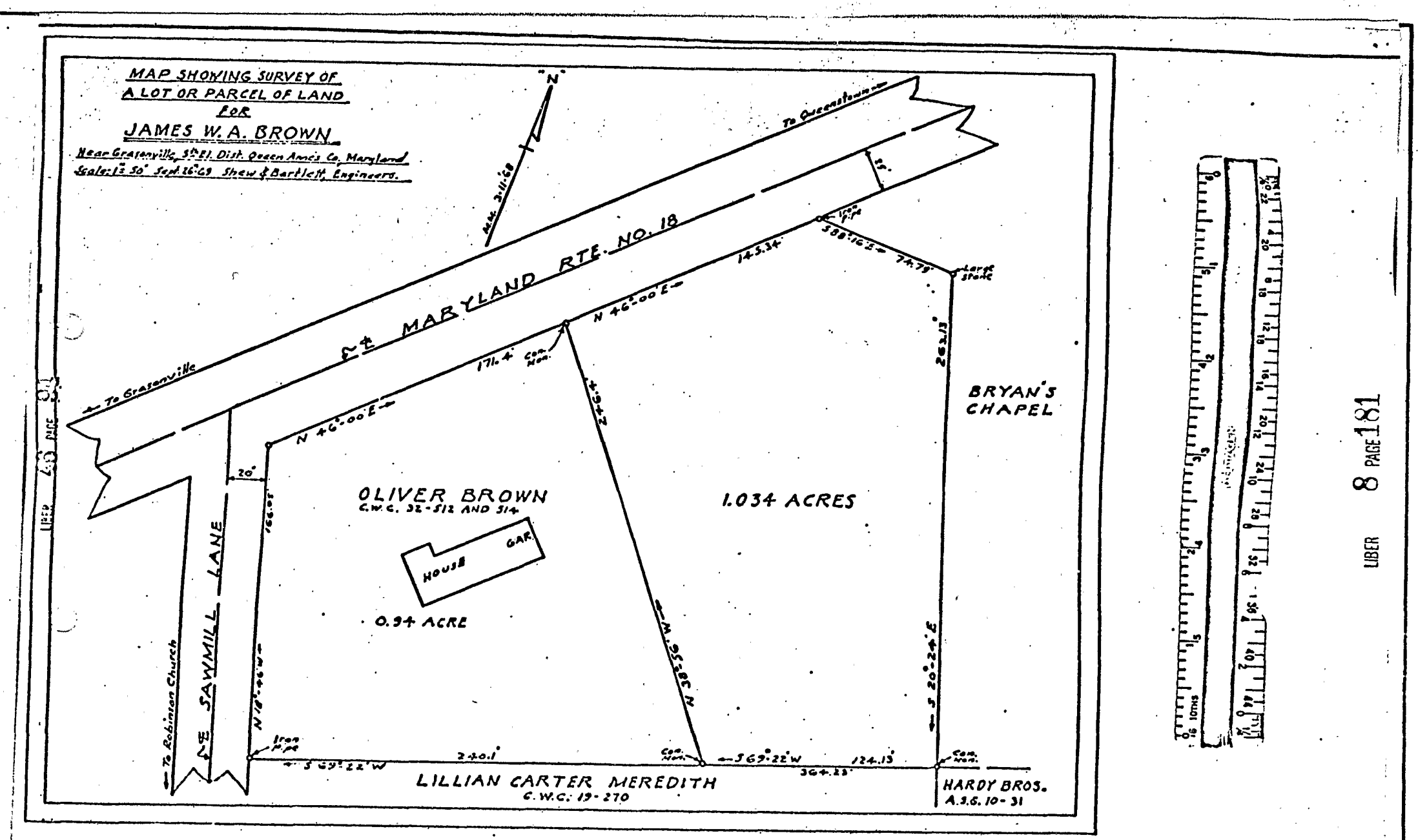
BEGINNING at a concrete monument in the South line of said Maryland Route No. 18 and being the Northeast corner of land of Oliver Brown, thence running by and with the South line of said Maryland Route No. 18, North forty six degrees and no minutes East (N 46-00 E) one hundred forty five and thirty four one-hundredths (145.34) feet to an iron pipe, and being the Northwest corner of land of Bryan's Chapel; thence running by and with land of the said Bryan's Chapel the following two courses and distances: 1. South eighty eight degrees and sixteen minutes East (S 88-16 E) seventy four and seventy nine one-hundredths (74.79) feet to a large stone; 2. South twenty degrees and twenty four minutes East (S 20-24 E) two hundred sixty three and thirteen one-hundredths (263.13) feet to a concrete monument and being a common corner for land of Bryan's Chapel, land of Hardy Brothers, land of Lillian Carter Meredith, and the lot or parcel of land herein described; thence running by and with the North line of land of Lillian Carter Meredith, South sixty nine degrees and twenty two minutes West (S 69-22 W) one hundred twenty four and thirteen one-hundredths (124.13) feet to a concrete monument, and being the Southeast corner of land of Oliver Brown; thence running by and with land of the said Oliver Brown and by and with a new line hereby established and laid down, North thirty eight degrees and fifty six minutes West (N 38-56 W) two hundred forty six and four tenths (246.4) feet to a concrete monument the place of beginning - CONTAINING one and thirty four one-thousandth (1.034) Acres.

Being a part of the same land conveyed unto Oliver Brown by Estelle Jones and Joseph Jones, her husband, and Sarah Nicholson and William Nicholson, her husband, by deed dated January 13, 1968, and recorded in Liber C.W.C. No. 32, folio 514.

Being a part of the same land conveyed unto Oliver Brown by Sophie Wilson, widow, by a Quit-Claim deed dated January 15, 1968, and recorded in Liber C.W.C. No. 32, folio 512, both land record books for Queen Anne's County.

September 26, 1969
RCS:hb

Shew & Bartlett
SHEW & BARTLETT
Engrg. No. 3951



LIBER 8 PAGE 181

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

TO HAVE AND TO HOLD said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said party of the second part, James W. A. Brown, (unmarried), his heirs and assigns, in fee simple.

AND the said party of the first part

hereby covenant s that he has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; that he will warrant specially the property hereby granted and conveyed; and that he will execute such further assurance of the same as may be requisite.

WITNESS the hand and seal of said Grantor

TEST:

James W Tuckey — Oliver Brown (SEAL)
Oliver Brown

(SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND
QUEEN ANNE'S COUNTY to wit

I HEREBY CERTIFY, that on this 5th day of November in the year one thousand nine hundred and sixty-nine before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared OLIVER BROWN, and he acknowledged the foregoing Deed to be his act.

Witness my hand and Notarial seal

James W Tuckey
Notary Public
Com. expires 7-1-70

TAX $2.50 REC. #33/22
STATE PROPERTY TRANSFER FEB 9 '70 Charles W Cook CLERK

Filed Feb 13, 1923

6

OLIVER BROWN and JAMES W. A. BROWN, Grasonville, Md. 21638, Complainants, vs. SOPHIE WILSON, Widow, Box 61, Lancaster, Va. 22503 and ESTELLE JONES and JOSEPH JONES her husband, 726 Pine Street Wilmington, Delaware and SARAH NICHOLSON and WILLIAM NICHOLSON, her husband, 726 Pine Street Wilmington, Delaware, and Any unknown heirs of William Harkless, deceased, Margaret Williams, deceased, and Wrightson Wilson, deceased, their respective heirs, executors, administrators, personal representatives and all other persons, their heirs, executors, administrators, personal representatives, who could claim any interest in the real estate mentioned in these proceedings, or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings, addresses of whom are unknown.	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY In Equity No. 5411

ORDER OF PUBLICATION

The Complainants state:

1. The object of this suit is to procure a decree that the Complainants be made the absolute owners of the tract of land hereinafter respectively described, with the perfect right of absolute disposition of the same, and for an absolute and permanent injunction against any of the Respondents claiming any interest in said land.

2. This proceeding is filed under the provisions of the Annotated Code of Maryland, Article 21, Section 14-108 effective January 1, 1973.

3. That on or about February 15, 1878, George Murray, Marshall Pippin and Sarah Pippin, his wife, deeded to William Harkless, 2 acres and 16 perches of land, more or less, in the Fifth Election District of Queen Anne's County, Maryland, located on the public road from Queenstown to Kent Island Ferry Bridge, being part of a tract of land called "The White House", which deed was recorded among the Land Records of Queen Anne's County, Maryland, in Liber J.W. No. 8, folio 46, a copy of which was filed therewith and made a part thereof, and marked "Exhibit A".

4. That William Harkless died sometime after that deed, the date and year unknown, intestate, unmarried, and leaving his sister, Margaret Williams as his only heir-at-law.

5. That a certain Wrightson Wilson tilled part of said property for a period in excess of 20 years, and his holding may have been sufficiently open, notorious, exclusive, hostile, continuous and under a claim of title or ownership to vest in said Wrightson Wilson title by adverse possession, to said real estate.

6. That the said Wrightson Wilson died in the year of 1965, intestate, leaving his widow, the said Sophie Wilson as his only heir-at-law.

7. That the said Margaret Williams died sometime during the year 1962, intestate, leaving Estelle Williams Jones and Sarah Williams Nicholson, her children, as her only heirs-at-law.

8. That since the deed of February 15, 1878 to William Harkless aforesaid, a search of the Land Records of Queen Anne's County shows no conveyances out of William Harkless, nor does a search of the records of the Register of Wills for Queen Anne's County, Maryland, show any administration, testate or intestate, on the estates of William Harkless, Margaret Williams or Wrightson Wilson.

9. That on January 13, 1968, Estelle Jones and Joseph Jones, her husband, and Sarah Nicholson and William Nicholson, her husband, conveyed unto Oliver Brown the following described real estate, in fee simple, and said husbands joined therein for the purpose of releasing and conveying to Oliver Brown all of their rights of dower and courtesy, and other marital rights in said real estate, to wit:

ALL THAT real estate situate, lying and being in the Fifth Election District of Queen Anne's County, Maryland, on the public road from Queenstown to Kent Island Ferry Bridge, being part of a tract of land called "The White House", and which is described as follows, to wit:

> BEGINNING at a stone on the corner formed by lot now being described and adjoining the land formerly of William I. Bryan (deceased) and running West six and one fifth perches to the public road, then with said road, South thirty seven and one fourth degrees West twelve perches, then South forty two and a half degrees West seven and one fifth perches to the road leading from the Old Saw Mill lot, then with said road South twenty two and a half degrees East ten perches, thence North sixty five degrees and one half of a degree East twenty three perches, thence North seventy four and one half degrees West sixteen perches to place of beginning; containing two acres and sixteen perches of land, more or less.

This deed is recorded among the Land Records of Queen Anne's County in Liber C.W.C. 32, folio 514, a copy of which was filed therewith and made a part thereof, and marked "Exhibit B".

10. That by a quit claim deed dated January 15, 1968, Sophie Wilson, widow of Wrightson Wilson, did give, grant, bargain, sell, remise, release, convey and quit claim all of her right, title, interest and estate which she has or may have, unto the said Oliver Brown, his heirs and assigns, in and to all of said described real estate. This deed is recorded among said Land Records in Liber C.W.C. 32, folio 512, a copy of which was filed therewith and made a part thereof and marked "Exhibit C".

11. That the said Oliver Brown did, after the execution of the aforementioned deeds, enter into possession of said lands described in said Exhibits, and further did enter into possession of these 2 acres and 16 perches of land, more or less, as of the date of conveyance; did hold said land openly, notoriously and adversely, not only under color of title, but under the deeds above mentioned, occupying the same against the above named respondents, or anyone claiming by, through or under them, or any of them.

12. That the said Oliver Brown did, on or about October 15, 1968, execute a mortgage to Queenstown Bank of Maryland, for the construction of a home on the above mentioned 2 acres and 16 perches of land, more or less, above described.

13. That on November 8, 1969, Oliver Brown by deed conveyed unto his brother, James W. A. Brown, approximately 1.034 acres of land, more or less, more fully set forth on a plat prepared by Shew & Bartlett, Engineers, dated September 26, 1969, and recorded with said deed, together with a Certificate of Survey, which lot of ground is described as follows:

ALL THAT LOT or parcel of land situate, lying and being on the south side of Maryland Route 18, leading from Grasonville to Queenstown, near the east end of Grasonville, in the Fifth Election District of Queen Anne's County, State of Maryland, more fully set forth on a plat prepared by Shew & Bartlett, engineers, dated September 26, 1969, and recorded herewith, together with a Certificate of Survey dated September 26, 1969, which lot is described therein by the following metes and bounds, courses and distances, to wit:

> BEGINNING at a concrete monument in the South line of said Maryland Route No. 18, and being the Northeast corner of land of Oliver Brown, thence running by and with the South line of said Maryland Route No. 18, North 46 degrees and no minutes East 145.34 feet to an iron pipe, and being the Northwest corner of land of Bryan's Chapel, thence running by and with land of the said Bryan's Chapel the following two courses and distances: (1) South 88 degrees, 16 minutes East 74.79 feet to a large stone; (2) South 20 degrees, 24 minutes East 263.13 feet to a concrete monument and being a common corner for land of Bryan's Chapel, land of Hardy Brothers, land of Lillian Carter Meredith, and the lot or parcel of land herein described; thence running by and with the North line of land of Lillian Carter Meredith, South 69 degrees, 22 minutes West 124.13 feet to a concrete monument, and being the Southeast corner of land of Oliver Brown; thence running by and with land of the said Oliver Brown and by and with a new line hereby established and laid down, North 38 degrees, 56 minutes, West 246.4 feet to a concrete monument, the place of beginning; containing 1.034 acres.

This deed is recorded among said Land Records in Liber C.W.C. 46, folio 92, a copy of whichwas attachedthereto and made a part thereof, and marked "Exhibit D".

14. That the complainant, James W. A. Brown herein, since the date of the conveyance to him of the aforesaid 1.034 acres of land, has held the same openly, notoriously and adversely, not only under color of title, but under said deed, occupying the same against the claim of the above named respondents, or anyone

claiming by, through or under them, or any of them. This 1.034 acres of land has been released by Queenstown Bank of Maryland from the operation and effect of its mortgage.

15. That the said complainants, Oliver Brown and James W. A. Brown are now in separate possession of the land as surveyed, but the said James W. A. Brown has been advised that there may be a cloud on his title which would also affect Oliver Brown, in view of the fact that no administration, either local or ancillary, was taken out on the estates of Margaret Williams and Wrightson Wilson, who died respectively in the years 1962 and 1965.

16. That said complainants now in possession of the land, have been advised that all parties in interest have joined in a deed or deeds conveying the title to said real estate to Oliver Brown, out of which James W. A. Brown has been deeded 1.034 acres above mentioned.

17. That the complainants have been advised that the merchantability of the title to the said 2 acres and 16 perches of land, more or less, may be affected, and hence one of your complainants, James W. A. Brown is not able to secure a construction loan on his portion of these premises until the title to the land conveyed to him is declared marketable.

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

It is thereupon ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 13th day of February, 1973, 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 14th day of March, 1973, giving notice to the Respondents of the substance and object of the Bill of Complaint, warning them to be and appear in the Circuit Court for Queen Anne's County on or before the 16th day of April, 1973, to file their answer to or other initial pleading in the Clerk's Office of said Court, at Centreville, Maryland, otherwise a decree pro confesso and/or a final decree may be entered, for the relief prayed by the Complainants.

Charles W. Cecil
Clerk

Filed Feb 13, 1973

Queen Anne's

RECORD-OBSERVER

Centreville, Md., April 20 19 73

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

in the case/estate of Equity # 5411

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 March, 19 73, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 14th day of Feb 19 73, and the last insertion on the 7th day of March, 19 73

THE RECORD-OBSERVER CORPORATION

By Dorothy M. Morrow

Filed May 8, 1973

NOTICE

OLIVER BROWN and
JAMES W.A. BROWN,
Grasonville, Md. 21638,
Complainants,
vs.
SOPHIE WILSON, Widow,
Box 61, Lancaster, Va. 22503
and
ESTELLE JONES and
JOSEPH JONES, her husband,
726 Pine Street
Wilmington, Delaware
and
SARAH NICHOLSON and
WILLIAM NICHOLSON, her
husband,
726 Pine Street
Wilmington, Delaware,
and
Any unknown heirs of William Harkless, deceased, Margaret Williams, deceased, and Wrightson Wilson, deceased, their respective heirs, executors, administrators, personal representatives and all other persons, their heirs, executors, administrators, personal representatives, who could claim any interest in the real estate mentioned in these proceedings, or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings, addresses of whom are unknown.

++++
IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
In Equity
No. 5411
++++

ORDER OF PUBLICATION

The Complainants state:

1. The object of this suit is to procure a decree that the Complainants be made the absolute owners of the tract of land hereinafter respectively described, with the perfect right of absolute disposition of the same, and for an absolute and permanent injunction against any of the Respondents claiming any interest in said land.

2. This proceeding is filed under the provisions of the Annotated Code of Maryland, Article 21, Section 14-108 effective January 1, 1973.

3. That on or about February 15, 1878, George Murray, Marshall Pippin and Sarah Pippin, his wife, deeded to William Harkless, 2 acres and 16 perches of land, more or less, in the Fifth Election District of Queen Anne's County, Maryland, located on the public road from Queenstown to Kent Island Ferry Bridge, being part of a tract of land called "The White House", which deed was recorded among the Land Records of Queen Anne's County, Maryland, in Liber J.W. No. 8, folio 46, a copy of which was filed therewith and made a part thereof, and marked "Exhibit A".

4. That William Harkless died sometime after that deed, the date and year unknown, intestate, unmarried, and leaving his sister, Margaret Williams as his only heir-at-law.

the corner formed by lot now being described and adjoining the land formerly of William I. Bryan (deceased) and running West six and one fifth perches to the public road, then with said road, South thirty seven and one fourth degrees West twelve perches, then South forty two and a half degrees West seven and one fifth perches to the road leading from the Old Saw Mill lot, then with said road South twenty two and a half degrees East ten perches, thence North sixty five degrees and one half of a degree East twenty three perches, thence North seventy four and one half degrees West sixteen perches to place of beginning; containing two acres and sixteen perches of land, more or less.

This deed is recorded among the Land Records of Queen Anne's County in Liber C.W.C. 32, folio 514, a copy of which was filed therewith and made a part thereof, and marked "Exhibit B".

10. That by a quit claim deed dated January 15, 1968, Sophie Wilson, widow of Wrightson Wilson, did give, grant, bargain, sell, remise, release, convey and quit claim all of her right, title, interest and estate which she has or may have, unto the said Oliver Brown, his heirs and assigns, in and to all of said described real estate. This deed is recorded among said Land Records in Liber C.W.C. 32, folio 512, a copy of which was filed therewith and made a part thereof and marked "Exhibit C".

11. That the said Oliver Brown did, after the execution of the aforementioned deeds, enter into possession of said lands described in said Exhibits, and further did enter into possession of these 2 acres and 16 perches of land, more or less, as of the date of conveyance; did hold said land openly, notoriously and adversely, not only under color of title, but under the deeds above mentioned, occupying the same against the above named respondents, or anyone claiming by, through or under them, or any of them.

12. That the said Oliver Brown did, on or about October 15, 1968, execute a mortgage to Queenstown Bank of Maryland, for the construction of a home on the above mentioned 2 acres and 16 perches of land, more or less, above described.

13. That on November 8, 1969, Oliver Brown by deed conveyed unto his brother, James W.A. Brown, approximately 1.034 acres of land, more or less, more fully set forth on a plat prepared by Shew & Bartlett, Engineers, dated September 26, 1969, and recorded with said deed, together with a Certificate of Survey, which lot of ground is described as follows:

ALL THAT LOT or parcel of land situate, lying and being on the south side of Maryland Route 18, leading from Grasonville to Queenstown, near the east end of Grasonville, in the fifth Election District of Queen Anne's County, State of Mary-

since the date of the conveyance to him of the aforesaid 1.034 acres of land, has held the same openly, notoriously and adversely, not only under color of title, but under said deed, occupying the same against the claim of the above named respondents, or anyone claiming by, through or under them, or any of them. This 1.034 acres of land has been released by Queenstown Bank of Maryland from the operation and effect of its mortgage.

15. That the said complainants, Oliver Brown and James W.A. Brown are now in separate possession of the land as surveyed, but the said James W.A. Brown has been advised that there may be a cloud on his title which would also affect Oliver Brown, in view of the fact that no administration, either local or ancillary, was taken out on the estates of Margaret Williams and Wrightson Wilson, who died respectively in the years 1962 and 1965.

16. That said complainants now in possession of the land, have been advised that all parties in interest have joined in a deed or deeds conveying the title to said real estate to Oliver Brown, out of which James W.A. Brown has been deeded 1.034 acres above mentioned.

17. That the complainants have been advised that the merchantability of the title of the said 2 acres and 16 perches of land, more or less, may be affected, and hence one of your complainants, James W.A. Brown is not able to secure a construction loan on his portion of these premises until the title to the land conveyed to him is declared marketable.

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

It is thereupon ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 13th day of February, 1973, 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 14th day of March, 1973, giving notice to the Respondents of the substance and object of the Bill of Complaint, warning them to be and appear in the Circuit Court for Queen Anne's County on or before the 16th day of April, 1973, to file their answer to or other initial pleading in the Clerk's Office of said Court, at Centreville, Maryland, otherwise a decree pro confesso and-or a final decree may be entered, for the relief prayed by the Complainants.

CHARLES W. CECIL
Clerk

Filed Feb. 13, 1973

True copy
Test: Charles W. Cecil, Clerk

4t-3-7

FOR CONTINUATION OF EACH COLUMN see folio 189 of this Liber

5. That a certain Wrightson Wilson tilled part of said property for a period in excess of 20 years, and his holding may have been sufficiently open, notorious, exclusive, hostile, continuous and under a claim of title or ownership to vest in said Wrightson Wilson title by adverse possession, to said real estate.

6. That the said Wrightson Wilson died in the year of 1965, intestate, leaving his widow, the said Sophie Wilson as his only heir-at-law.

7. That the said Margaret Williams died sometime during the year 1962, intestate, leaving Estelle Williams Jones and Sarah Williams Nicholson, her children, as her only heirs-at-law.

8. That since the deed of February 15, 1878 to William Harkless aforesaid, a search of the Land Records of Queen Anne's County shows no conveyances out of William Harkless, nor does a search of the records of the Register of Wills for Queen Anne's County, Maryland, show any administration, testate or intestate, on the estates of William Harkless, Margaret Williams or Wrightson Wilson.

9. That on January 13, 1968, Estelle Jones and Joseph Jones, her husband, and Sarah Nicholson and William Nicholson, her husband, conveyed unto Oliver Brown the following described real estate, in fee simple, and said husbands joined therein for the purpose of releasing and conveying to Oliver Brown all of their rights of dower and courtesy, and other marital rights in said real estate, to wit:

ALL THAT real estate situate, lying and being in the Fifth Election District of Queen Anne's County, Maryland, on the public road from Queenstown to Kent Island Ferry Bridge, being part of a tract of land called "The White House", and which is described as follows, to wit:

BEGINNING at a stone on land, more fully set forth on a plat prepared by Shew & Bartlett, engineers, dated September 26, 1969, and recorded herewith, together with a Certificate of Survey dated September 26, 1969, which lot is described therein by the following metes and bounds, courses and distances, to wit:

BEGINNING at a concrete monument in the South line of said Maryland Route No. 18, and being the Northeast corner of land of Oliver Brown, thence running by and with the South line of said Maryland Route No. 18, North 46 degrees and no minutes East 145.34 feet to an iron pipe, and being the Northwest corner of land of Bryan's Chapel, thence running by and with land of the said Bryan's Chapel the following two courses and distances: (1) South 88 degrees, 16 minutes East 74.79 feet to a large stone; (2) South 20 degrees, 24 minutes East 263.13 feet to a concrete monument and being a common corner for land of Bryan's Chapel, land of Hardy Brothers, land of Lillian Carter Meredith, and the lot or parcel of land herein described; thence running by and with the North line of land of Lillian Carter Meredith, South 69 degrees, 22 minutes West 124.13 feet to a concrete monument, and being the Southeast corner of land of Oliver Brown; thence running by and with land of the said Oliver Brown and by and with a new line hereby established and laid down, North 38 degrees, 56 minutes, West 246.4 feet to a concrete monument, the place of beginning; containing 1.034 acres.

This deed is recorded among said Land Records in Liber C.W.C. 46, folio 92, a copy of which was attached thereto and made a part thereof, and marked "Exhibit D".

14. That the complainant, James W.A. Brown herein,

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

8

RECEIPT
Received the numbered article described below

REGISTERED NO.

CERTIFIED NO. 66206

INSURED NO.

(1) SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in) Sarah Nicholson

(2) SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED FEB 23 1973

(3) SHOW WHERE DELIVERED (Only if requested, and include ZIP Code)

Filed May 8, 1973

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

9

RECEIPT
Received the numbered article described below

REGISTERED NO.

CERTIFIED NO. 66205

INSURED NO.

(1) SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)

(2) SIGNATURE OF ADDRESSEE'S AGENT, IF ANY Sophie Wilson

DATE DELIVERED 2-27-73

(3) SHOW WHERE DELIVERED (Only if requested, and include ZIP Code)

Filed May 8, 1973

F. CLIFFORD HANE
ATTORNEY AT LAW
BOX 201
QUEENSTOWN, MARYLAND 21658

RETURNED TO SENDER

DELIVERY REFUSED
Unclaimed
Refused
Addressee unknown
Insufficient address
No such street number
No such office in state
Do not remail in this envelope

UNITED STATES WASHINGTON 21658

CERTIFIED MAIL
Return Receipt Requested

CERTIFIED
No. 662207
MAIL

RETURN RECEIPT REQUESTED

~~Mr. and Mrs. Joseph Jones~~
726 ~~Pine Street~~
~~Wilmington, Delaware~~ 19801

unknown
LRG
FEB 23 1973

(2)

Sent May 8, 1973

LIBER 8 PAGE 191

11

OLIVER BROWN and JAMES W. A. BROWN, Complainants,	*	
vs.	*	IN THE
SOPHIE WILSON, Widow, and ESTELLE JONES and JOSEPH JONES, her husband, and SARAH NICHOLSON and WILLIAM NICHOLSON, her husband, and	*	CIRCUIT COURT
	*	FOR
Any unknown heirs of William Harkless, deceased, Margaret Williams, deceased, and Wrightson Wilson, deceased, their respective heirs, executors, administrators, personal representatives, and all other persons, their heirs, executors, administrators, personal representatives, who could claim any interest in the real estate mentioned in these proceedings, or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings.	*	QUEEN ANNE'S COUNTY
	*	Equity No. 5411

PETITION FOR A DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainants, by F. Clifford Hane, their attorney, respectfully represent unto Your Honors:

1. That a Bill of Complaint was duly filed in this cause, and an Order of Publication duly issued by the Clerk of the Circuit Court for Queen Anne's County, giving notice to the Respondents, Sophie Wilson, Widow, Estelle Jones and Joseph Jones, her husband, and Sarah Nicholson and William Nicholson, her husband, and any unknown heirs of William Harkless, deceased, Margaret Williams, deceased, and Wrightson Wilson, deceased, their respective heirs, executors, administrators, personal representatives, who could claim any interest in the real estate mentioned in these proceedings, or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings.

2. That although the time allowed by said Order of Publication to the said Respondents to answer and defend in this cause, has since passed, the Respondents 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 Respondents, and that the papers be submitted to one of the Examiners of this Court so that your petitioners may offer testimony in support of the allegations in the Bill of Complaint.

To the end therefore:

(1) That a Decree Pro Confesso may be granted against the Respondents, and each of them.

(2) 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 evidence in this Bill of Complaint.

And as in duty bound, etc.

F. Clifford Hane

F. Clifford Hane,
Attorney for Petitioners.
Queenstown, Md. 21658
Phone: 827-8787

Filed May 8, 1973

May 10, 1973

F. Clifford Hane, Esquire
Queenstown
Maryland 21658

Re: Brown, et al., v. Wilson, et al.,
Equity No. 5411.

Dear Mr. Hane:

I have not signed the decree pro confesso in this case today, when it was submitted to me, because there appears to be a failure to comply with Maryland Rule 105 e and f.

Very truly yours,

Clayton C. Carter
JUDGE

CCC:g

12

OLIVER BROWN and JAMES W. A. BROWN, Complainants,	*	IN THE
vs.	*	
SOPHIE WILSON, Widow, and ESTELLE JONES and JOSEPH JONES, her husband, and SARAH NICHOLSON and WILLIAM NICHOLSON, her husband, and	*	CIRCUIT COURT
Any unknown heirs of William Harkless, deceased, Margaret Williams, deceased, and Wrightson Wilson, deceased, their respective heirs, executors, administrators, personal representatives, and all other persons, their heirs, executors, administrators, personal representatives, who could claim any interest in the real estate mentioned in these proceedings, or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings.	*	FOR QUEEN ANNE'S COUNTY
	*	Equity No. 5411

TESTIMONY

Before W. Franklin Smith, Jr., Notary Public.

The following is the testimony of SARAH NICHOLSON, one of the defendants in the above entitled case, by F. Clifford Hane, Attorney for Complainants:

Q. What is your full name?

A. Sarah Nicholson.

Q. Are you married?

A. Yes, to William Nicholson, and we both resided at 726 Pine Street, Wilmington, Delaware. However, my husband died in December, 1972.

Q. You have received a copy of the Order of Publication which was forwarded to you by me on February 22, 1973, is that correct?

A. Yes.

Q. And have you read the Order of Publication, and are you familiar with the statements therein?

A. Yes.

Q. In the Order of Publication, there is mention of Margaret Williams as being the only heir-at-law of her brother, William Harkless. Did you know William Harkless?

A. Yes, but years ago, when I was little.

Q. Did he have any brothers or sisters?

A. No, Mother was his only sister.

Q. Margaret Williams was your mother, is that correct?

A. Yes.

Q. When did your mother die?

A. In the year of 1962, but I do not remember the date.

Q. Was she married at the time of her death?

A. Yes; she was a widow.

Q. When she died in 1962, did she leave a Will?

A. No.

Q. What was your father's name?

A. Martin Williams.

Q. When did he die?

A. In 1961, I do not remember the date.

Q. Were you and your sister, Estelle Jones, the only children of your father and mother?

A. Yes.

Q. Did your mother leave any other children who may have died leaving children surviving them?

A. No, we were her only children.

Q. When your mother, Margaret Williams died, where was she living?

A. At 309 E. 5th St. Wilmington, Del, ~~Queen Anne's County, Md.~~

Q. You stated above that she died without a Will. Did anyone qualify in the Orphans' Court for Queen Anne's County as the Administrator of her estate?

A. No.

Q. Did you know a Wrightson Wilson?

A. Yes.

Q. Do you know when he died?

A. I believe in the year 1965.

Q. Do you know if his wife survived him?

A. Yes, her name is Sophie Wilson.

Q. At the time of Mr. Wrightson Wilson's death, was he farming the lot of ground located in Queen Anne's County which you and your sister conveyed to Oliver Brown?

A. Yes.

Q. Did Mr. Wilson live in Grasonville, Maryland?

A. I believe he and his wife did.

Q. I show you a deed dated January 13, 1968, by which you and your husband, and your sister, Estelle Jones and her husband conveyed that tract of land called "The White House" in the 5th Election District of Queen Anne's County, Maryland, containing 2 acres and 16 perches of land, more or less, to Oliver Brown. Is this your signature?

A. Yes.

Q. Is this the signature of your husband?

A. Yes.

Q. And can you tell me if these are the signatures of your sister, Estelle Jones and her husband, Joseph Jones?

A. Yes.

Q. I show you a deed referred to as "Exhibit B" in this case. Do you know whether or not William Harkless or Margaret Williams at any time, executed a deed of this property to Wrightson Wilson?

A. No, I do not.

Q. Did you ever talk with Sophie Wilson after the date of the death of her husband, Wrightson Wilson?

A. No, I did not.

Q. Were you at that time familiar with their family status, that is, can you recall their ever mentioning to you that they had no children that survived Wrightson Wilson?

A. No, they did not have any children to my knowledge.

Q. I show you a deed referred to as "Exhibit C" in these proceedings, signed by Sophie Wilson, widow, conveying to Oliver Brown by way of a Quit Claim Deed, all of the above mentioned property, dated January 15, 1968, and ask you if you can identify the signature of Sophie Wilson?

A. No, I cannot.

Q. Is there any action at law or in equity other than this proceeding, now pending in any court, to test the validity of your above mentioned deed to Oliver Brown, and the deed of Sophie Wilson to Oliver Brown?

A. No.

Q. Then, it is my understanding that since the date that you and your sister, and your husbands, conveyed this property to Mr. Brown, you have had no inquiries or comments concerning the title to this property, which then vested in Oliver Brown?

A. No.

Q. When your mother, Margaret Williams died in the year 1962, did you and your sister pay all of her debts and funeral expenses?

A. Yes, we were her only heirs-at-law at that time.

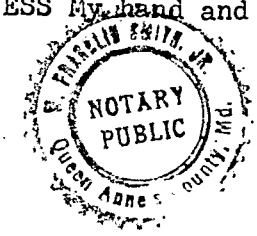
Q. Can you state, or do you know of any other fact, matter or thing which may be of assistance to the Complainants in this case, in order that the cloud of the title of Oliver Brown and his brother, James W. A. Brown, may be finally dispelled.

A. No; and I might say that the last time I heard from my sister was in January or February of 1973.

Sarah Nicholson

I HEREBY CERTIFY that on this 23rd day of June, 1973, before me, personally appeared SARAH NICHOLSON, and she made oath in due form of law that the matters, facts and answers hereinbefore set forth by her are true to the best of her knowledge, information and belief.

WITNESS My hand and Notarial Seal.



Franklin Smith, Jr.
Notary Public
My Commission expires: July 1, 1974

I HEREBY CERTIFY that I have no attorney representing me in this matter, and I further certify that F. Clifford Hane, Attorney for the Complainants herein, has advised me that I have the right to counsel, however, I waive such right.

Sarah Nicholson

Filed Mar 5, 1973

No. 662207

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

SENT TO
Mr. + Mrs. Joseph Jones
STREET AND NO.
726 Pine St.
P.O., STATE AND ZIP CODE
Wilmington DE 19801

POSTMARK OR DATE
QUEENSTOWN MD FEB 22 1973 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 Nov. 1971 3800
NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL
(See other side)
U.S.G.P.O. 1970 O-397-456

February 22, 1973.

Mr. and Mrs. Joseph Jones
726 Pine Street
Wilmington, Delaware

Dear Mr. and Mrs. Jones:

On January 13, 1968, you conveyed to Oliver Brown, 2 acres and 16 perches of land, more or less, in Grasonville, Maryland, and at that time, your husband joined in that deed to release any rights of dower, courtesy or other marital rights he may have.

This property was originally conveyed to Mr. William Harkless, who died, leaving his sister, Margaret Williams, as his only heir-at-law. She died in 1962, leaving Estelle Jones and Sarah Nicholson, her children, as her only heirs-at-law.

Mr. Brown has conveyed a portion of this property to his brother, James W. A. Brown, who wishes to build a home, but a question of title has arisen by reason of no administration having been taken out on the estate of your mother, the late Margaret Williams.

At the time that this deed was executed, I believe Mr. David Bryan, of Centreville, Maryland, was your attorney, and he has advised me that from his investigation of the title, you and your sister, Sarah, were the only heirs-at-law of your mother, and that there were no outstanding debts against your mother's estate.

I enclose a copy of the Order of Publication published by Queen Anne's Record-Observer, Centreville, Maryland, the object of which is to procure a decree clearing the title to this property. You will note in the Order that you have the right to file an answer or objection sometime before April 16, 1973.

If you have any questions concerning this Order of Publication, I will appreciate it if you will contact me at your earliest convenience.

Very truly yours,

FCH:H
Enc.

No. 662206

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

SENT TO
Mr & Mrs. Wm. Nicholson
STREET AND NO.
726 Pine St.
P.O., STATE AND ZIP CODE
Wilmington, DE. 19801

POSTMARK OR DATE
QUEENSTOWN, MD. FEB 22 1973 U.S.P.O.

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 Nov. 1971 NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL (See other side)
* GPO: 1970 O-397-499

1-30-73 - 7688

February 22, 1973.

Mr. and Mrs. William Nicholson
726 Pine Street
Wilmington, Delaware

Dear Mr. and Mrs. Nicholson:

On January 13, 1968, you conveyed to Oliver Brown, 2 acres and 16 perches of land, more or less, in Grasonville, Maryland, and at that time, your husband joined in that deed to release any rights of dower, courtesy or other marital rights he may have.

This property was originally conveyed to Mr. William Harkless, who died, leaving his sister, Margaret Williams, as his only heir-at-law. She died in 1962, leaving Estelle Jones and Sarah Nicholson, her children, as her only heirs-at-law.

Mr. Brown has conveyed a portion of this property to his brother, James W. A. Brown, who wishes to build a home, but a question of title has arisen by reason of no administration having been taken out on the estate of your mother, the late Margaret Williams.

At the time that this deed was executed, I believe Mr. David Bryan, of Centreville, Maryland, was your attorney, and he has advised me that from his investigation of the title, you and your sister, Estelle, were the only heirs-at-law of your mother, and that there were no outstanding debts against your mother's estate.

I enclose a copy of the Order of Publication published by Queen Anne's Record-Observer, Centreville, Maryland, the object of which is to procure a decree clearing the title to this property. You will note in the Order that you have the right to file an answer or objection sometime before April 16, 1973.

If you have any questions concerning this Order of Publication, I will appreciate it if you will contact me at your earliest convenience.

Very truly yours,

FCH:H
Enc.

No. 662205

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

SENT TO
Mrs Sophie Wilson
STREET AND NO.
Box #61
P.O., STATE AND ZIP CODE
Lancaster, Virginia 22503

POSTMARK OR DATE
QUEENSTOWN MD FEB 22 1973

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 Nov. 1971
NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL
(See other side)
* GPO: 1970 O-397-466

February 22, 1973.

Mrs. Sophie Wilson
Box 61
Lancaster, Virginia 22503

Dear Mrs. Wilson:

On January 15, 1968, you, as the widow of the late Wrightson Wilson, conveyed all of your right, title, interest and estate in the 2 acres and 16 perches of land, more or less, in Grasonville, Maryland, to Oliver Brown, and in the deed you recited that you were the only heir-at-law of your husband. This deed was executed because your husband had tilled this property for a period of over 20 years, however, no deed is on record whereby this property was conveyed to your husband.

Oliver Brown has sold a portion of this property to his brother, who wants to build a home, but a question has arisen concerning the title, in view of the fact that no administration was taken out on the estate of your husband, the late Wrightson Wilson.

Accordingly, I enclose a copy of the Order of Publication which was printed in the Queen Anne's Record-Observer, Centreville, Maryland, on February 14, 1973. You will see from this Order of Publication that if you have any objection to the passing of an Order by the Court to clear the title to this lot of ground, your answer must be filed in the Circuit Court for Queen Anne's County on or before April 16, 1973.

I believe at the time that you executed the deed to Mr. Oliver Brown, Mr. David Bryan of Centreville, Maryland was your attorney, and he has indicated to me that he is satisfied that there are no claims against the real estate, nor are there any other heirs-at-law.

If you have any questions concerning the contents of this Order of Publication, I will appreciate it if you will contact me at your earliest convenience.

Awaiting your further advice, I am,

Very truly yours,

FCH:H
Enc.

Lancaster Virginia
Rfd 1 Box 46B 22503
March 5, 1973

Mr Clifford Hare
Mr Hare I received this
letter and have Read it Carefull
and I do not have any
Objection as to what might
be done in regards of this
land I thank you yours
Sophia Wilson

13

OLIVER BROWN and JAMES W. A. BROWN, Complainants,	*	IN THE
vs.	*	CIRCUIT COURT
SOPHIE WILSON, Widow, and ESTELLE JONES and JOSEPH JONES, her husband, and SARAH NICHOLSON and WILLIAM NICHOLSON, her husband, and Any unknown heirs of William Harkless, deceased, Margaret Williams, deceased, and Wrightson Wilson, deceased, their respective heirs, executors, administrators, personal representatives, and all other persons, their heirs, executors, administrators, personal representatives, who could claim any interest in the real estate mentioned in these proceedings, or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings.	*	FOR QUEEN ANNE'S COUNTY Equity No. 5411

PETITION FOR A DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainants, by F. Clifford Hane, their attorney, respectfully represent unto Your Honors:

1. That a Bill of Complaint was duly filed in this cause, and an Order of Publication duly issued by the Clerk of the Circuit Court for Queen Anne's County, giving notice to the Respondents, Sophie Wilson, Widow, Estelle Jones and Joseph Jones, her husband, and Sarah Nicholson and William Nicholson, her husband, and any unknown heirs of William Harkless, deceased, Margaret Williams, deceased, and Wrightson Wilson, deceased, their respective heirs, executors, administrators, personal representatives, who could claim any interest in the real estate mentioned in these proceedings, or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings.

2. That although the time allowed by said Order of Publication to the said Respondents to answer and defend in this cause, has since passed, the Respondents 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 Respondents, 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.

4. That personal service was made on Sophie Wilson at her last known address of R.F.D.#1, Box 46B, Lancaster, Virginia 22503, as is evidenced by a certified mail receipt filed herein, and a letter from the said Sophie Wilson directed to your petitioner, acknowledging the receipt, and stating therein that she has no objection as to what might be done in regard to the property mentioned in these proceedings.

5. That personal service was made on Sarah Nicholson and William Nicholson, her husband, at 726 Pine Street, Wilmington, Delaware, however, William Nicholson, her husband, died in December of 1972, as is evidenced by her testimony taken before W. Franklin Smith, Jr., a Notary Public, on June 23, 1973. This testimony is also filed in these proceedings, as is the receipt of the certified mail forwarded to her also filed herein.

6. That the letter from your petitioner to Estelle Jones and Joseph Jones, her husband, mailed to them by certified mail, was returned, as undeliverable. Inquiry was made of Mrs. Sarah Nicholson as to the address of her sister, Estelle Jones, and as will be noted in her deposition filed herein, she did not know where her sister was located, and that she had not heard from her sister since January or February of 1973.

7. That there is attached hereto and made a part hereof, receipts for certified mail numbered 662205, 662206 and 662207, evidencing the notification of the defendants by certified mail.

8. That efforts to obtain the address of Mrs. Jones by telephone, and other inquiries, were to no avail, and that reasonable efforts to locate here were non-productive.

TO the end therefore:

(1) That a Decree Pro Confesso may be granted against the Respondents, and each of them.

(2) 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 evidence in this Bill of Complaint.

And as in duty bound, etc.

F. Clifford Hane

F. Clifford Hane,
Attorney for Petitioners,
Queenstown, Md. 21658
Phone: 827-8787

I do hereby solemnly declare and affirm under the penalty of perjury, that the matters and facts set forth in the foregoing Petition are true and correct according to my knowledge, information and belief.

F. Clifford Hane

F. Clifford Hane
Attorney for Complainants
Queenstown, Md. 21658
Phone: 827-8787

Filed Nov 5, 1973

14

OLIVER BROWN and JAMES W. A. BROWN, Complainants,	*	IN THE
vs.	*	
SOPHIE WILSON, Widow, and ESTELLE JONES and JOSEPH JONES, her husband, and SARAH NICHOLSON and WILLIAM NICHOLSON, her husband, and Any unknown heirs of William Harkless, deceased, Margaret Williams, deceased, and Wrightson Wilson, deceased, their respective heirs, executors, administrators, personal representatives, and all other persons, their heirs, executors, administrators, personal representatives, who could claim any interest in the real estate mentioned in these proceedings, or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings.	*	CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
	*	Equity No. 5411

DECREE PRO CONFESSO

That the aforegoing petition having been read and considered, and it appearing that the Respondents, Sophie Wilson, Widow, Estelle Jones and Joseph Jones, her husband, and Sarah Nicholson and William Nicholson, her husband, and any unknown heirs of William Harkless, deceased, Margaret Williams, deceased, and Wrightson Wilson, deceased, their respective heirs, executors, administrators, personal representatives, and all other persons, their heirs, executors, administrators, personal representatives, who could claim any interest in the real estate mentioned in these proceedings, or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings, being the Respondents, and having been duly notified to appear and answer the Bill of Complaint, as evidenced by the Order of Publication heretofore filed in this cause, and having failed to appear in proper person or by solicitor, it is this 6th day of Nov, 1973, by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof,

ADJUDGED, ORDERED AND DECREED, that the Complainants are entitled to relief in the premises, and that the Bill of Complaint be and the same is hereby taken pro confesso against the Respondents, Sophie Wilson, Widow, and Estelle Jones and Joseph Jones, her husband, and Sarah Nicholson and William Nicholson, her husband, and any unknown heirs of William Harkless, deceased, Margaret Williams, deceased, and Wrightson Wilson, deceased,

their respective heirs, executors, administrators, personal representatives, and all other persons, their heirs, executors, administrators, personal representatives, who could claim any interest in the real estate mentioned in these proceedings, or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings; but because it does not certainly appear to what relief the petitioners are entitled,

IT IS FURTHER ORDERED AND ADJUDGED, that leave be granted to the petitioners to take testimony before one of the standing Examiners of this Court, to support the allegations of the Bill of Complaint.

B. Hackett Turner Jr.
Judge

FILED Nov 6, 1973

15

OLIVER BROWN and
JAMES W. A. BROWN
Complainants

VS.

SOPHIE WILSON, widow
et. al.
Defendant

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY NO. 5411

* * * * * * * * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The subscriber, one of the regular examiners of this Honorable Court, having been 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., at 115 Lawyers Row, Centreville, Maryland, on the 7th day of November, 1973, at 12:30 o'clock, p.m., for the purpose of taking testimony therein, the Defendant having heretofore waived notice of the taking of the same and having evidenced her intention not to be present at the taking of the same; and said Examiner does further certify that the examination was conducted in the presence of the Examiner who did not find it necessary to examine or cross-examine any witness, nor 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:

Vachel A. Downes Jr.
EXAMINER

OLIVER BROWN and JAMES W. A. BROWN, Complainants,	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR QUEEN ANNE'S COUNTY
SOPHIE WILSON, Widow, et al.	*	In Equity #5411

TESTIMONY.

Before Vachel A. Downes, Jr., Esq., Court Examiner.

The following is the testimony of Mrs. Alma W. Lewis, a niece of Wrightson Wilson, deceased:

By Examiner Vachel A. Downes, Jr.:

Q. What is your full name?

A. Alma W. Lewis.

Q. Where do you now reside?

A. In Queenstown, Maryland.

Q. Has there been any previous litigation between you and the Complainants named in this action?

A. No.

By F. Clifford Hane, Attorney for Complainants:

Q. You have heard Mr. Clayton Washington's testimony in this case, have you not?

A. Yes.

Q. What relation are you to the late Wrightson Wilson?

A. I am a niece, my mother, Caroline Washington was his sister.

Q. Are you married?

A. Yes, my husband's name is William H. Lewis.

Q. Do you have any further testimony to add to that given by your brother, Clayton?

A. No, I know of no other fact that will affect the title to the property involved in this case, and I am satisfied that when

my uncle Wrightson Wilson died in 1965, that all of his property, to my knowledge, was held by he and his wife, Sophie Wilson, as husband and wife.

Q. Have you filed, or do you know of anyone of your uncles, or aunts, or cousins who have filed a claim in these proceedings?

A. None that I know of.

OLIVER BROWN and JAMES W. A. BROWN, Complainants,	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR QUEEN ANNE'S COUNTY
SOPHIE WILSON, Widow, et al.	*	In Equity #5411

TESTIMONY

Before Vachel A. Downes, Jr., Esq., Court Examiner.

The following is the testimony of Mrs. Bertha Emory, a niece of Wrightson Wilson, deceased:

By Examiner Vachel A. Downes, Jr.:

Q. What is your full name?

A. Bertha W. Emory.

Q. Where do you now reside?

A. In Queenstown, Maryland.

Q. Has there been any previous litigation between you and the Complainants named in this action?

A. No.

By F. Clifford Hane, Attorney for Complainants:

Q. You have heard Mr. Clayton Washington's testimony in this case, have you not?

A. Yes.

Q. What relation are you to the late Wrightson Wilson?

A. I am a niece, my mother, Caroline Washington was his sister.

Q. Are you married?

A. Yes, my husband's name is Tilghman H. Emory.

Q. Do you have any further testimony to add to that given by your brother, Clayton?

A. No, I know of no other fact that will affect the title to the property involved in this case, and I am satisfied that when my uncle Wrightson Wilson died in 1965, that all of his property, to my knowledge, was held by he and his wife, Sophie Wilson,

as husband and wife.

Q. Have you filed, or do you know of anyone of your uncles, or aunts, or cousins who have filed a claim in these proceedings?

A. None that I know of.

OLIVER BROWN and JAMES W. A. BROWN, Complainants,	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR QUEEN ANNE'S COUNTY
SOPHIE WILSON, Widow, et al.	*	In Equity #5411

TESTIMONY

Before Vachel A. Downes, Jr., Esq., Court Examiner.

The following is the testimony of Clayton Washington, a nephew of Wrightson Wilson, deceased:

By Examiner Vachel A. Downes, Jr.:

Q. What is your full name?

A. Clayton Washington.

Q. Where do you now reside?

A. In Queenstown, Maryland.

Q. Has there been any previous litigation between you and the Complainants named in this action?

A. No.

By F. Clifford Hane, Attorney for Complainants:

Q. Are you related to Wrightson Wilson, who died sometime ago?

A. Yes, I am a nephew, a son of his sister, Caroline Washington.

Q. Do you remember when Wrightson Wilson died?

A. I believe he died in the year 1965, leaving surviving him his widow, Sophie Wilson, who is now living in Lancaster, Virginia.

Q. Did Mr. Wrightson Wilson and his wife, Sophie, live in or near Grasonville, Maryland?

A. Yes.

Q. What was Mr. Wilson's occupation at the time of his death?

A. He was a farmer and waterman and owned property on Sawmill Lane, together with his wife Sophie, as husband and wife.

Q. There are approximately 2 acres of land located on Maryland Route #18 and Sawmill Lane; do you remember how long Mr. Wilson farmed that area?

A. I can't recall how long, but it was for quite some time.

Q. Was his home property to the south of Maryland Route #18, on Sawmill Lane?

A. Yes.

Q. Was that owned by he and his wife as husband and wife?

A. To my knowledge, yes.

Q. Do you know whether or not Mr. Wrightson Wilson ever received a deed whereby these 2 acres of land on Maryland Route #18 were conveyed to him?

A. No, I do not.

Q. When Wrightson Wilson died, did you or anyone else, to your knowledge, make a claim on these 2 acres of land situate on Maryland Route #18 and Sawmill Lane?

A. No, no one to my knowledge has ever made a claim to it except that I do know that Mrs. Sophie Wilson conveyed all of her right, title and interest in this property to Oliver Brown.

Q. I show you a deed dated January 15, 1968. This is a quit claim deed whereby Sophie Wilson granted, sold, released and conveyed to Oliver Brown all of her right, title and interest in this property. Can you identify Sophie Wilson's signature?

A. Yes, this is her signature.

Q. Do you have any knowledge of the value of these 2 acres of land, more or less, which she quit claimed to Oliver Brown?

A. No, but it was a wooded lot, and my uncle tilled only a part of it.

Q. Would you say that at the time Mrs. Wilson quit claimed this property to Oliver Brown, that the $500.00 which he paid for

it was a reasonable and fair market value?

A. Yes.

Q. Are you aware and have you seen the Order of Publication which has appeared in the Queen Anne's Record-Observer, whereby Mr. Brown endeavors to clear the title which he had in 1968 to these 2 acres of land, more or less?

A. Yes, I am familiar with it, and I saw the advertisement in the paper.

Q. To your knowledge, did Wrightson Wilson own any other property in Queen Anne's County, in his name alone?

A. No, it is my understanding that he and his wife owned everything as husband and wife.

Q. Do you know whether or not anyone after Mr. Wrightson Wilson died, qualified in any Orphans' Court or Register of Wills, as the Personal Representative, Executor or Administrator of his estate.

A. None, that I know of.

Q. Did he leave a Will?

A. No.

Q. Did Wrightson Wilson and Sophie Wilson have any children?

A. No.

Q. Did you, or any of your uncles, aunts or cousins file any claim in the Estate of Wrightson Wilson?

A. No, because we knew that they held everything as husband and wife.

Q. Are you satisfied that the value of this lot when Wrightson Wilson died in 1965, was not worth more than the amount which Oliver Brown paid in 1968, that is, $500.00?

A. Yes; Mr. Brown had to do quite a bit of work in clearing this lot in order to erect his home.

Q. I believe I have discussed this matter with you, stating that this proceeding was instituted to clear any possible cloud that might exist on the title to these 2 acres of land, more or less, and I have stated to you that the law in effect in 1965, where a person dies without a Will, leaving no children, the widow had the preference of $4,000.00 plus one-half of the remainder of the estate. Was there anything that you recall, that Mr. Wrightson Wilson had in his name alone other than this lot.

A. No; I did not know whether he had title to it, but I know he was working it.

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

Vachel A. Downes, Jr., Examiner	$10.00	Due
F. Clifford Hane, Esquire, Stenographer		Waived

And the undersigned Examiner does further certify that said testimony was commenced at 12:30 o'clock, p.m., and concluded at 1:30 o'clock, on the same date, or a period of one hour.

Vachel A. Downes Jr.
EXAMINER

FILED Nov 8, 1973

F. CLIFFORD HANE
ATTORNEY AT LAW
BOX 201
QUEENSTOWN, MARYLAND 21658
TELEPHONE 301 - 827-8787

October 24, 1973.

Lawyers Title Insurance Corporation
Box 27567
Richmond, Virginia 23261

Attention: John Goode, Esq.

Gentlemen:

COPY

In talking with Mr. Joseph A. Ciotola, Senior Vice-President and Secretary of Real Estate Title Company, Inc., he suggested that I write you in an effort to save some time.

This request for a title policy has to do with a lot of ground lying and being in the 5th Election District of Queen Anne's County, Maryland, and being part of a tract of land called "The White House". Enclosed you will find supporting exhibits and the Bill of Complaint to clear the title to this lot, which I filed in the Circuit Court for Queen Anne's County, in Equity, Case No. 5411. There is also enclosed the Order of Publication which has run its course. Also enclosed is a survey plat of the ground involved.

The recitations in the deed referred to as Exhibit A, have been substantiated by deposition, that Margaret Williams was the only heir-at-law of William Harkless. However, the recitations in the quit claim deed referred to as Exhibit C, have not been substantiated, inasmuch as when Wrightson Wilson died, he left brothers and sisters, or descendants of brothers and sisters. Accordingly, I enclose the Notice to Creditors, real estate only, taken out on these estates, in the Orphans' Court for Queen Anne's County. No claims have been filed in either case.

I have also ascertained, and this will be substantiated by testimony, that when Sophie Wilson executed the quit claim deed, referred to as Exhibit C, the consideration was evidenced by a $1.10 Maryland Stamp. This indicates the value of the ground to be about $500.00. This value also is substantiated by two inventories filed in the aforementioned estates, showing this lot valued as of 1962 when Margaret Williams died, and in 1965 when Wrightson Wilson died, at $500.00.

I have also ascertained from the Land Records and from the Bank here in Queenstown, that when Wrightson Wilson died, he left cash and other property, which was in the names of husband and wife, and hence would not form a part of his estate. No deed was ever executed conveying title to Wrightson Wilson alone, and the Land Records contain no such record. In 1965, when Wrightson Wilson died, intestate, with brothers and sisters, or descendants of brothers or sisters representing, the widow would be entitled to $2,000.00 plus one-half of the residue; hence, the brothers and sisters would have no interest in this property, as Mrs. Sophie Wilson evidently elected to take her distribution under the laws of Maryland at that time. To substantiate the conveyance of real estate, I enclose also a copy of a deed dated December 17, 1965, whereby Sophie E. Wilson, widow, conveyed to Lillian Carter Meredith the parcels of land which she and her husband owned as tenants by the entireties.

I propose to file in court, the deposition of Sarah Nicholson, who has supported by deposition, the statement in the deed referred to as Exhibit B, and will have a nephew and a niece of Wrightson Wilson to substantiate the fact that Wrightson Wilson died leaving brothers and sisters, etc., and that he died without a Will.

It is my opinion that Oliver Brown and James W. A. Brown, the present owners of the lot in question, have a good and merchantable title in this property. However, a question has arisen by reason of James W. A. Brown applying to the Queenstown Bank of Maryland, whom I represent, for a loan to construct a home that will cost $28,500.00. He is borrowing from the Bank $22,400.00.

Sarah Nicholson and Sophie Wilson have been served in the equity proceeding, however, Mrs. Estelle Jones' registered letter was returned and her whereabouts are not known. Her sister, Sarah Nicholson has not heard from her since January or February of this year. I took out administration on the above mentioned estates because the deaths were within the 12 year period required for marketability. No answers or claims have been filed by anyone in the above mentioned proceedings. I would appreciate your comments as to the availability of a mortgagee's title policy on this property.

Awaiting your advice, I am,

Very truly yours,

FCH:H
Enc.

Lawyers Title Insurance Corporation

POST OFFICE BOX 27567
RICHMOND, VIRGINIA 23261
AREA CODE 804/355-8011

October 30, 1973
(Dictated Oct. 29, 1973)

Mr. F. Clifford Hane
P. O. Box 201
Queenstown, Maryland 21658

Re: Property of Oliver Brown and James W. A. Brown

Dear Mr. Hane:

This will confirm our telephone conversation of this morning. We are willing to issue a mortgagee policy insuring Queenstown Bank of Maryland in the amount of $22,400.00 upon the entry of a decree by the Circuit Court for Queen Anne's County finding that the value of the estate of Wrightson Wilson was less than $4,000.00 and that Sophie Wilson therefore inherited all of her husband's property. I believe this would have the effect of a judicial determination that the brothers and sisters (or descendants thereof) of Wrightson Wilson acquired no interest in the subject property. It is my understanding that you plan to submit your application for title insurance to Mr. Ciotola in Baltimore.

Sincerely,

John Goode
Assistant Counsel

JG:ft

cc: Mr. Joseph A. Ciotola
Real Estate Title Company, Inc.
410 Keyser Building
Calvert & Redwood Sts.
Baltimore, Md. 21202

F. CLIFFORD HANE
ATTORNEY AT LAW
BOX 201
QUEENSTOWN, MARYLAND 21658

TELEPHONE 301 - 827-8787

November 15, 1973.

Hon. B. Hackett Turner, Jr.
Court House
Centreville, Md. 21617

Dear Hackett: Re: Equity #5411

In connection with the case of Oliver Brown and James W. A. Brown vs. Sophie Wilson, widow, et al., I enclose copy of a letter which I have written to the Lawyers Title Insurance Corporation in Richmond, Virginia, together with a reply, indicating that it would be willing to issue a mortgagee policy insuring Queenstown Bank of Maryland on a mortgage of $22,400.00 from James W. A. Brown and wife to it.

If you will recall, I discussed this case with you some time ago, and you commented about a title company opinion. These papers will indicate that the Title Company is willing to give a mortgagee policy if, under the circumstances, it can be ascertained and decided that the estate of Wrightson Wilson was less than $4,000.00, and that Sophie Wilson, as widow, exercised her right under the law. This now appears to be the fact, and I enclose these papers to predicate a decree in the above mentioned case.

Testimony has been filed in the case, which I believe evidences the fact that Wrightson Wilson's estate individually did not exceed the widow's share at the time of his death. Also, the testimony of Sarah Nicholson evidences the fact that Margaret Williams was the only heir-at-law of William Harkless.

These letters are being forwarded to you not only in furtherance of your suggestion of a title company opinion, but in support of the fact that title insurance may be obtained.

I will in the near future submit to you a decree, whereby title to the lot involved in these proceedings will be vested in Oliver Brown and James W. A. Brown.

Very truly yours,
F. Clifford Hane

FCH:H
Enc.

16

OLIVER BROWN and JAMES W. A. BROWN, Grasonville, Md. 21638, Complainants, vs.	*	IN THE
SOPHIE WILSON, Widow, Box 61, Lancaster, Va.22503, and ESTELLE JONES and JOSEPH JONES, her husband, 726 Pine Street Wilmington, Delaware, and SARAH NICHOLSON and WILLIAM NICHOLSON, her husband, 726 Pine Street, Wilmington, Delaware, and Any unknown heirs of William Harkless, deceased, Margaret Williams, deceased, and Wrightson Wilson, deceased, their respective heirs, executors, administrators, personal representatives and all other persons, their heirs, executors, administrators, personal representatives, who could claim any interest in the real estate mentioned in these proceedings, or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings, addresses of whom are unknown.	*	CIRCUIT COURT FOR QUEEN ANNE'S COUNTY In Equity No. 5411

DECREE

The above cause standing ready for hearing, and being submitted without argument, the Bill of Complaint, testimony, and all other proceedings were by the Court read and considered; it is thereupon this 3rd day of ~~November~~ December, 1973, by the Circuit Court for Queen Anne's County, in Equity,

ADJUDGED, ORDERED AND DECREED:

1. That Oliver Brown has absolute ownership and perfect right to absolute disposition of the real estate in Queen Anne's County, State of Maryland, mentioned in these proceedings, and more particularly described below, as against Sophie Wilson, widow, Estelle Jones and Joseph Jones, her husband, and Sarah Nicholson and William Nicholson, her husband, and any unknown heirs of William Harkless, deceased, Margaret Williams, deceased, and

Wrightson Wilson, deceased, their respective heirs, executors, administrators, personal representatives, and all other persons, their heirs, executors, administrators, personal representatives, who could claim any interest in the real estate mentioned in these proceedings, or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings, and herein below described, (except Queenstown Bank of Maryland, the mortgagee mentioned in these proceedings), as follows, to wit:

> ALL that real estate situate, lying and being in the Fifth Election District of Queen Anne's County, Maryland, on the public road from Queenstown to Kent Island Ferry Bridge, being part of a tract of land called "The White House" and which is described as follows, to wit:
>
> BEGINNING at a stone on the corner formed by lot now being described and adjoining the land formerly of William I. Bryan (deceased) and running West six and one fifth perches to the public road, then with said road, South thirty-seven and one-fourth degrees West twelve perches, then South forty-two and a half degrees West seven and one-fifth perches to the road leading from the Old Saw Mill lot, then with said road South twenty-two and a half degrees East ten perches, thence North sixty-five degrees and one half of a degree East twenty-three perches, thence North seventy-four and one half degrees West, sixteen perches, to place of beginning; containing two acres and sixteen perches of land, more or less.

2. That James W. A. Brown has absolute ownership and perfect right to absolute disposition of that part of the aforementioned real estate in Queen Anne's County, State of Maryland, and more particularly described below, as against Sophie Wilson, widow, Estelle Jones and Joseph Jones, her husband, and Sarah Nicholson and William Nicholson, her husband, and any unknown heirs of William Harkless, deceased, Margaret Williams, deceased, and Wrightson Wilson, deceased, their respective heirs, executors, administrators, personal representatives, and all other persons, their heirs, executors, administrators, personal representatives, who could claim any interest in this portion of the real estate mentioned in these proceedings, or who could claim to hold a lien or encumbrance on the real estate described as follows, to wit:

ALL THAT LOT or parcel of land situate, lying and being on the south side of Maryland Route 18, leading from Grasonville to Queenstown, near the east end of Grasonville, in the Fifth Election District of Queen Anne's County, State of Maryland, more fully set forth on a plat prepared by Shew & Bartlett, engineers, dated September 26, 1969, and recorded together with a Certificate of Survey dated September 26, 1969, which lot is described therein by the following metes and bounds, courses and distances, to wit:

BEGINNING at a concrete monument in the South line of said Maryland Route No. 18, and being the Northeast corner of land of Oliver Brown, thence running by and with the South line of said Maryland Route No. 18, North 46 degrees and no minutes East 145.34 feet to an iron pipe, and being the Northwest corner of land of Bryan's Chapel, thence running by and with land of the said Bryan's Chapel the following two courses and distances: (1) South 88 degrees, 16 minutes East 74.79 feet to a large stone; (2) South 20 degrees, 24 minutes East 263.13 feet to a concrete monument and being a common corner for land of Bryan's Chapel, land of Hardy Brothers, land of Lillian Carter Meredith, and the lot or parcel of land herein described; thence running by and with the North line of land of Lillian Carter Meredith, South 69 degrees, 22 minutes West 124.13 feet to a concrete monument, and being the Southeast corner of land of Oliver Brown; thence running by and with land of the said Oliver Brown and by and with a new line hereby established and laid down, North 38 degrees, 56 minutes, West 246.4 feet to a concrete monument, the place of beginning; containing 1.034 acres.

(BEING a part of the original real estate herein described, which by deed dated November 8, 1969, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. 46, folio 92, was conveyed by Oliver Brown to James W. A. Brown, and which portion was released from the operation and effect of the mortgage to Queenstown Bank of Maryland.)

3. That Sophie Wilson, widow, Estelle Jones and Joseph Jones, her husband, and Sarah Nicholson and William Nicholson, her husband, and any unknown heirs of William Harkless, deceased, Margaret Williams, deceased, and Wrightson Wilson, deceased, their respective heirs, executors, administrators, personal representatives, and all other persons, their heirs, executors, administrators, personal representatives, who could claim any interest in the real estate mentioned in these proceedings, or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings, and hereinabove described, (except Queenstown Bank of Maryland, the mortgagee mentioned in these proceedings), are hereby enjoined and restrained from asserting any claim to the aforesaid real estate by any action at law, equity or otherwise.

B. Hackett Turner Jr.

Judge.

Filed Dec 3, 1973

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Twenty-first Day of January in the year nineteen hundred and seventy-one, the following Petition for brought to be recorded, to wit:

IN THE MATTER OF	IN THE CIRCUIT COURT FOR
SADIE BLUNT JEWELL,	QUEEN ANNE'S COUNTY
A PERSON ALLEGED TO BE	IN EQUITY
UNDER DISABILITY	No. 5199

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Joseph E. Blunt, by his attorney, John T. Clark, III, represents:

1. That Sadie Blunt Jewell is a caucasian, female, age approximately eighty-two (82) years old, and at present residing in the care of Mrs. Clara V. Mielke, at Millington, Queen Anne's County, Maryland, is alleged to be incompetent.

2. That your petitioner, Joseph E. Blunt, is a son of the said Sadie Blunt Jewell.

3. That Sadie Blunt Jewell is now residing in the residence of Mrs. Clara V. Mielke in Millington, Maryland.

4. That the names and addresses of the remaining closest relatives of Sadie Blunt Jewell are as follows:

(a) Joseph E. Blunt (son) 3295 Silver Spring Road, Box 329T, Perry Hall, Maryland 21128.

(b) Mrs. Mildred Whaland (daughter) Rock Hall, Maryland 21661.

5. That the said Sadie Blunt Jewell is suffering from a generalized arteriosclerosis which appears permanent and has caused a marked mental deterioration to the extent where she is unable to perform acts for her own care and to realize the meaning of her acts. This summary of her condition is backed up by the signed and verified certificates by two physicians, who both attended the alleged incompetent within ten days before the filing of this petition. That your Petitioner attaches hereto, as a part hereof, marked "Exhibit A" and "Exhibit B" the signed and verified certificates of two (2) attending physicians, both of whom attended this alleged incompetent within ten (10) days before the filing of this Petition, with respect to the mental condition of Sadie Blunt Jewell.

6. That, from above-stated condition, one can see that the alleged incompetent is unable to manage her own affairs and will be in such a condition for an indefinite time. That in order to protect the property of Sadie Blunt Jewell pending her recovery, your petitioner desires that someone be appointed Trustee to take charge of, and manage the property of Sadie Blunt Jewell in accordance with laws of the State of Maryland.

7. That the said Sadie Blunt Jewell is seized and possessed in fee simple of a lot which contains .325 acres of land in the Fifth Election District of Queen Anne's County and is recorded among the land records of Queen Anne's County in Liber A.S.G. Jr. No. 3, folio 329, a copy of said deed is attached as Petitioner's "Exhibit No. c". That said lot is improved by a house and a garage. That only what small amount of personal property that is in said house is all the other property of Sadie Blunt Jewell that has come to the attention of this Petitioner. That the said value of the lot and other property of the alleged incompetent is Three Thousand Dollars ($3,000.00).

WHEREFORE, your Petitioner hereby prays:

(1) That this Honorable Court will pass an order (a) directing the said Sadie Blunt Jewell to be summoned within ten (10) days by subpoena directed to the Sheriff of Queen Anne's County, Maryland; (b) requiring that within the same time a copy of the summons, Petition and Order shall be left with Mrs. Clara V. Mielke in Millington, Maryland, where Sadie Blunt Jewell resides; (c) setting this Petition for a hearing on or after fifteen (15) days from the date of said Order; and (d) giving notice to such other persons as the Court may require.

(2) That this Honorable Court will appoint a Trustee to protect and manage the property of Sadie Blunt Jewell while she is in this condition. That such would be a part of the Order referred to in Petitioner's first paragraph of the prayer.

Respectfully submitted,

John T. Clark III

Attorney for Petitioner
John T. Clark, III
118 North Commerce St.
Centreville, Md. 21617
Phone: 758-1499

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

I HEREBY CERTIFY, that on this 21st day of January, 1971, before me, the subscriber, a Notary Public in and for State and County aforesaid, personally appeared John T. Clark, III, Attorney for Joseph E. Blunt, and he made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true and correct to the best of his knowledge, information and belief.

AS WITNESSETH my hand and Notarial Seal.

Betty M. Comegys

Notary Public

BETTY M. COMEGYS NOTARY PUBLIC QUEEN ANNE'S COUNTY

Filed Jan 21. 1971

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ORDER OF COURT

Upon the aforegoing Petition, Affidavit and Certificates, IT IS ORDERED this 21st day of January, 1971, by the Circuit Court for Queen Anne's County, in Equity, that Sadie Blunt Jewell, the alleged incompetent, show cause if

any she may have, on or before the 19th day of February, 1971, why the relief prayed in the aforegoing Petition shall not be granted, provided a copy of the within Petition, Summons and of this Order be served upon the said Sadie Blunt Jewell and a copy of the within Petition, Summons and of this Order be left with the person having the care of Sadie Blunt Jewell on or before the 1st day of February, 1971.

B. Hackett Turner Jr.
JUDGE

Filed Jan 21, 1971

EXHIBIT - A

I, J R Smith Jr, a medical doctor practicing in the State of Maryland for the last 10 years years, do hereby certify that I am the attending physician to Sadie Blunt Jewell; that I believe that she is unable by reason of physical incapacity to properly care for her property caused by Arteriosclerosis, generalized involving Cerebral Insufficiency

the nature of which is

to the extent of

and the probable duration of which is Indefinite Permanent.

John R Smith Jr MD

Subscribed and sworn to before me this 14th day of January, 1971.

Notary Public

Filed Jan 21, 1971 LIBER 8 221

LIBER 8 222

EXHIBIT - B

3/

I, C. Rodney Layton, a medical doctor practicing in the State of Maryland for the last 32 years years, do hereby certify that I am the attending physician to Sadie Blunt Jewell; that I believe that she is unable by reason of physical incapacity to properly care for her property caused by Generlized Artno sclerosis marked mental Deterion

THE NATURE OF WHICH IS Generlized

TO THE EXTENT OF Inability to Preform self Care or Realize meaning of Acts

AND THE PROBABLE DURATION OF WHICH IS Life

C R Layton MD

HERBERT A. HILL NOTARY PUBLIC

Subscribed and sworn to before me this 14th day of January, 1971.

Notary Public

Filed Jan 21, 1971

EXHIBIT - C

4)

::
#20,121. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Twenty Ninth day of August, in the year nineteen hundred and forty, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this 29th day of August, in the year nineteen hundred and forty, by and between William Howard Walters and Catherine Virginia Walters, his wife, of Queen Anne's County, State of Maryland, parties of the first part, and Sadie Blount Jewell, of QUEEN Anne's County aforesaid, party 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 William Howard Walters and Catherine Virginia Walters, his wife, do hereby grant and convey unto the said Sadie Blount Jewell, her heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that lot or parcel of land, being a part of what was formerly known as the "Edward A. Roberts Property", situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, on the east side of the public road leading from Bryantown to the Public Landing on Wye River, and more particularly described by metes and bounds, courses and distances, according to a certificate of survey thereof made on the 21st day of August, 1940, by William T. Henry, surveyor, as follows, to wit: BEGINNING for the same at a point opposite the home of Owen Yewell, and running thence (1) with the division fence between this property and that of said Owen Yewell North 2½° West, 116 feet to the G. G. Wrightson property; thence (2) with the Wrightson property South 84½° West, 118.7 feet to the other property of these grantors; thence (3) with said property of these grantors South 4½° East, 110 feet to a

Orig'l Exam'd & delivered to Wm. R. Horney, atty
9/9/40

LIBER 8 224

point; thence (4) still with said property of these grantors South 80½° West, 237 feet to the public road; thence (5) with said public road 12 feet to the outlet or private road leading to said Owen Yewell property; thence (6) parallel with said outlet North 80½° East, 237 feet; and thence (7) in the same direction 118.3 feet to the said place of beginning; containing .325 acres of land, more or less; being a part of the same land whichwas granted and conveyed unto said William Howard Walters and Catherine Virginia Walters, as tenants by the entiretics, by Eliza J. Roberts Cawman, as assignee and vendor and as a widow, by deed bearing date the 19th day of May, 1934, and recorded in Liber B. H. T. No. 17, folios 509, etc.,a land record book for Queen Anne's County aforesaid.

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

TO HAVE and TO HOLD the said lot or parcel of land and premises, unto and to the use of the said Sadie Blount Jewell, her heirs and assigns, in fee simple, forever.

AND the said William Howard Walters and Catherine Virginia Walters, his wife, do hereby covenent 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:

WILLIAM HOWARD WALTERS (SEAL)
(William Howard Walters)

TEST: (as to Grantors).

HILDA T. SEWARD
(Hilda T. Seward).

CATHERINE VIRGINIA WALTERS (SEAL)
(Catherine Virginia Walters)

anywise appertaining.

TO HAVE and TO HOLD the said lot or parcel of land and premises, unto and to the use of the said Sadie Blount Jewell, her heirs and assigns, in fee simple, forever.

AND the said William Howard Walters and Catherine Virginia Walters, 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:

WILLIAM HOWARD WALTERS (SEAL)
(William Howard Walters)

TEST: (as to Grantors).

HILDA T. SEWARD
(Hilda T. Seward).

CATHERINE VIRGINIA WALTERS (SEAL)
(Catherine Virginia Walters).

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

I HEREBY CERTIFY that on this 29th day of August, in the year nineteen hundred and forty, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared William Howard Walters and Catherine Virginia Walters, 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.

Filed Jan 21, 1971

LIBER 8 225

6/

LIBER 8 226

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

February 19th Return Day

File No. 5199

Docket C.W.C. No. 2, folio 231

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

TO: Sadie Blunt Jewell
Millington, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County ~~xxxxxxxxxxxxxxxxxx~~ to February 19th, next, to answer ~~xxxxxxxxxxxxxxxxxx~~ a Petition of Joseph E. Blunt, 3295 Silver Spring Road, Box 329T, Perry Hall, Maryland 21128

Issued the 21st day of January 19 71

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

ATTORNEY(S) FOR Petitioner ~~PLAINTIFF(S)~~

NAME: John T. Clark, III
ADDRESS: 118 North Commerce St.
~~Centreville, Md. 21617~~
758-1499

NAME:

ADDRESS:

Charles W. Cecil
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

You are to show cause, if any you may have, why the relief prayed in the attached Petition shall not be granted, on or before February 19, 1971.

~~IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE~~

~~THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU~~

Filed Jan 27, 1971

Summons served on Sadie Blunt Jewell by delivering and leaving a copy of the summons, petition and order of Court with her, summons also served on Mrs Clara Meilke person with whom Sadie Blunt Jewell is now living and a copy of the summons petition and order of Court left with Mrs. Clara Meilke this 26th day of January, 1971.

Deputy Sheriff for Queen Anne's County

CH# No. 5199

Petition & Order of Court

IN THE MATTER OF
SADIE BLUNT JEWELL
A PERSON ALLEGED TO BE
UNDER DISABILITY

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
No. 5199

DECREE

The Petition, Doctors' Certificates and Order of Court thereon having been read and considered, and Sadie Blunt Jewell appearing to have been summoned as provided by said Order and having failed to appear either in person or by solicitor, as provided by said Order, IT IS, this 5th day of May, 1971, ADJUDGED, ORDERED and DECREED, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that Sadie Blunt Jewell, be and she is hereby declared to be incompetent and incapable of managing her property and estate.

AND IT FURTHER APPEARING that said incompetent is possessed of a personal estate of about Three Thousand Dollars ($3,000.00). IT IS FURTHER ADJUDGED, ORDERED and DECREED that John T Clark III, Esq be and he is hereby appointed trustee of said incompetent's estate to take charge of same and manage the same under direction of this Court, provided, however, that before said trustee shall proceed to act as such he shall first file in this cause a bond to the State of Maryland, executed by himself, with a surety or sureties to be approved by this Court or by the Clerk of this Court, in the penalty of $ 3000.00 if corporate surety be given, and in double that amount if personal surety be given, conditioned for the faithful performance and execution of the trust reposed in him by this Decree or which may be reposed in him by any further Decree or Order in the premises., and conditioned for the faithful performance of his duties as said trustee.

B Hackett Turner Jr.
JUDGE

Filed May 5, 1971

8/

Chancery 5199

RECEIVED FOR RECORD July 1, 1971 LIBER 2 PAGE 406

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE, MD. 21203

KNOW ALL MEN BY THESE PRESENTS:

That we, John T. Clark, III of Centreville, Queen Anne's County, Maryland, as Principal and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of THREE THOUSAND ($3,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 1st day of July in the year of our Lord one thousand nine hundred and seventy-one

WHEREAS, the above bounden John T. Clark, III by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Anne's County, in Equity has been appointed ~~Trustee~~ trustee ~~Receiver~~ of Sadie Blunt Jewell, Incompetent,

mentioned in the proceedings ~~[illegible]~~ "EX PARTE IN THE MATTER OF SADIE BLUNT JEWELL, INCOMPETENT", being Chancery Cause No. 5199

vs.

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden John T. Clark, III

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:

John T. Clark III (SEAL)
(John T. Clark, III)

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Catherine E. Moore, As to Surety By [illegible], Attorney-in-Fact

Certified copy of power of attorney attached

MD3116a—500, 9-66 174297
Trustee's Bond

Surety approved & Bond filed July 1 1971
Charles W. Cecil
Clerk

Certified copy of Power of Attorney attached

LIBER 8 229

LIBER 8 230

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 406, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 1st day of July, nineteen hundred seventy-one.

Charles H. Cail

Clerk of the Circuit Court for Queen Anne's County

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IN THE MATTER OF

SADIE BLUNT JEWELL

INCOMPETENT

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

No. 5199

LIST OF ASSETS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Pursuant to Rule V74, section B of the Maryland Rules of Procedure, your trustee, in this matter herewith files the following list of personal assets held by the incompetent of which they have personal knowledge.

I. Personal Property

1. Bed, mattress and cover	$ 5.00
1 Vanity	5.00
2 Overstuffed chairs	.50
2 Trunks	10.00
1 Suitcase	2.00
1 Curtain Stretcher	2.00
1 Table lamp	.50
1 Glass tray	.25
1 Dresser set	.25
3 Boxes of face powder	.50
1 Box powder & puff	.25
1 Box Camera	.25
1 Candle stick holder	.10
1 Linen dresser cover	.25
Drawer of assorted items	1.00
1 Drawer of clothes	.00
1 Drawer of linens & towels	5.00
2 Large boxes of Klennex	.10
1 Medal can with 7 lbs. sugar	.25
Several pairs of women's stockings	.10
1 Thermos bottle	.25
Old clothes	.00
4 Throw rugs	.50
6 Pictures	.25
1 Table radio	.25
1 Overstuffed sofa	.25
2 Straight back chairs	3.00
1 Singer sewing machine	5.00
Television	.00
2 Lamps	1.00
1 Little rocking chair	.50
1 Table	1.00
1 vase	.25
1 Oil heater	25.00
1 Electric refrigerator	5.00
1 Tray & 6 glasses	.25
2 Throw rugs	.00
1 Broom	.10
1 Mop	.10
1 ax	.10
1 Apt. size gas range	10.00
1 Hot water kettle	.25
1 Kitchen table & 4 chairs	7.50
1 Pitch fork	.25
1 Toaster	.25
Kitchen utensils	1.00

Page 2----LIST OF ASSETS

I. Personal Property, continued

1 Cabinet of dishes----------	$ 5.00
1 Hammer----------	.25
1 Room size rug----------	.50
1 Small cabinet----------	1.00
1 Large cabinet----------	5.00
TOTAL PERSONALTY	$ 105.60

II. Real Property

All that land situated in the FIFTH ELECTION DISTRICT of Queen Anne's County, State of Maryland, on the East side of the public road leading from Bryantown to the Public Landing on the Wye River, containing .325 acres of land, more or less. Being the same lot or parcel of land which was granted and conveyed unto the said Sadie B. Jewell by Wm. Howard Walters and Catherine Virginia Walters, his wife, by deed of conveyance bearing date August 29, 1940, and recorded in A.S.G., Jr. No.3, folio 239, a land record book for Queen Anne's County, State of Maryland.

$ 3,000.00

Respectfully submitted,

John T. Clark III

John T. Clark III
Trustee for Sadie Blunt
Jewell, Imcompetant

Filed July 1, 1971

10

IN THE MATTER OF	:	IN THE CIRCUIT COURT
SADIE BLUNT JEWELL	:	FOR QUEEN ANNE'S COUNTY
INCOMPETENT	:	IN EQUITY No. 5199

PETITION FOR AUTHORITY TO SELL REAL ESTATE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of John T. Clark, III, Trustee, in the above case, respectfully sets forth:

(1) That a part of the Trust Estate of Sadie Blunt Jewell, Incompetent, is a fee simple interest in real estate, described as follows:

> Situate in the Fifth Election District of Queen Anne's County, State of Maryland, viz: On the East side of the public road leading from Bryantown to the Public Landing on Wye River, containing .325 acres of land, more or less. BEING the same lot or parcel of land which was granted and conveyed unto the said Sadie B. Jewell by William Howard Walters and Catherine Virginia Walters, his wife, by deed of conveyance bearing date August 29, 1940 and recorded in Liber A.S.G. Jr. No. 3, folio 239, a land record book for Queen Anne's County, State of Maryland.

Said lot is improved by a house, without central heat.

(2) That said house is in poor condition and will continue to get worse unless some action is taken regarding it.

(3) That presently Sadie Blunt Jewell is residing with Mrs. Clara V. Mielke at a nursing home in Millington, Maryland, and is receiving public assistance from the Department of Social Services. Presently, she owes the Department of Social Services the sum of One Thousand Six Hundred Fifty-Five Dollars and Forty-Seven Cents ($1,655.47) and is receiving in the neighborhood of One Hundred Sixty Dollars ($160.00) a month from the Department of Social Services. Therefore, it can be seen that this One Hundred Sixty Dollars ($160.00) a month is what Sadie Blunt Jewell needs to live on besides her Social Security.

(4) That Saide Blunt Jewell will not be able to use her residence again, since she requires nursing home care. That the money she receives as public assistance from the Department of Social Services will be a dept against her estate at her death. That she needs money for living expenses.

(5) That your Trustee hereby reports to this Honorable Court that Charles Percy Jewell and Elizabeth Jewell have submitted a contract to purchase this property for the sum of Three Thousand Dollars ($3,000.00), less a real estate commission of Three Hundred Dollars ($300.00). A copy of said Contract is attached hereto and marked "Exhibit A."

(6) That your Trustee, in his judgment, believes this is the highest price obtainable for this property and that it is advisable and advantageous to the best interest of Sadie Blunt Jewell that this offer be accepted.

(7) That in accordance with Rule BR3, c, there is attached two (2) appraisals of said property made within the past six (6) months by competent appraisers.

YOUR PETITIONER THEREFORE PRAYS YOUR HONOR to pass a decree authorizing your Trustee to sell the fee simple interest of Sadie Blunt Jewell for the price of Three Thousand Dollars ($3,000.00) and upon full payment of the purchase price to execute a deed therefor.

Respectfully submitted,

John T. Clark, III

John T. Clark, III
Trustee for Saide Blunt Jewell,
Incompetent

Filed July 22, 1971

Rev. 2/1/69

Contract of Sale

"EXHIBIT A"

Approved by the Maryland Association of Real Estate Boards

(This is a legally binding contract; if not understood, seek competent advice.)

This Agreement of Sale, made this 22nd day of July, 1971, by and between JOHN T. CLARK, III, Trustee for Sadie Blunt Jewell, Incomp. ~~Seller~~, Seller, whose address is Centreville, Queen Anne's County, Maryland and CHARLES PERCY JEWELL and ELIZABETH JEWELL, his wife, Purchaser, whose address is Rt. 1, Box 141, Queenstown, Maryland

Witnesseth, that the Seller does hereby bargain and sell unto the said Purchaser, and the latter does hereby purchase from the former, the following described property, situate in the Fifth Election District of Queen Anne's County, State of Maryland, viz:

On the East side of the public road leading from Bryantown to the Public Landing on Wye River, containing .325 acres of land, more or less. BEING the same lot or parcel of land which was granted and conveyed unto the said Sadie B. Jewell by William Howard Walters and Catherine Virginia Walters, his wife, by deed of conveyance bearing date August 29, 1940 and recorded in Liber A.S.G.Jr. No. 3, Folio 239, a land record book for Queen Anne's County, State of Maryland.

with improvements thereon known as _____

(including ~~heating~~, plumbing and lighting fixtures, ~~stove and refrigerator~~, awnings, screens, storm doors and windows, venetian blinds, shades, _____, and all trees, shrubs and plants: as now installed on the premises, except as follows: _____)

at and for the price of THREE THOUSAND ---------- Dollars ($3,000.00--),

of which THREE HUNDRED ---------- Dollars ($300.00----)

have been paid in the form of a downpayment

prior to the signing hereof, and the balance to be paid as follows:

The balance of Twenty-Seven Hundred Dollars ($2,700.00) to be paid in cash or by certified check at the time of settlement.

This Contract is contingent upon the Circuit Court for Queen Anne's County granting the above-mentioned Trustee the authority to sell the above-described real estate and then it is contingent upon the said Court's ratifying the said sale.

If the Court does not grant the authority to sell this real estate or does not ratify said sale, then the Seller shall return the downpayment of Three Hundred Dollars ($300.00) and this Contract of Sale shall become null and void, as if it did not exist.

Filed July 22, 1971

(Over)

Settlement to be made on or before the expiration of sixty (60) days from the date of this Contract of Sale.

And upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurances shall be executed at the Purchaser's expense by the Seller, which shall convey the property to the Purchaser. Title to be good and merchantable, free of liens and encumbrances except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the property is located, and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property.

If the Purchaser shall fail to make full settlement, the deposit herein provided for may be forfeited at the option of the Seller, in which event the Purchaser shall be relieved from further liability hereunder unless the Seller notifies the Purchaser and the Agent in writing within 15 days from the date provided for settlement herein of his election to avail himself of any legal or equitable rights, other than the said forfeiture, which he may have under this contract. In the event of forfeiture of the deposit, the Seller shall allow the Agent one-half thereof as a compensation for his services., but if the forfeiture is because of the contingencies mentioned before, this paragraph shall not apply.

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

It is agreed that the Seller shall cause the fire and casualty insurance policies now in force on the above described property to be endorsed at once so as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this contract; the amount of fire insurance now in effect is $_____. The herein described property is to be held at the risk of the Seller until legal title has passed or possession given.

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

The Seller recognizes Herbert A. Willis as the Realtor negotiating this contract and agrees to pay to said Realtor a brokerage fee for services rendered amounting to ---10% of the sales price, plus one-half of the amount of the annual ground rent, if any; and the party making settlement is hereby authorized and directed to deduct the aforesaid brokerage fee from the proceeds of sale and pay same to Realtor. The entire deposit shall be held by the Realtor as agent for Seller in a special agency account until settlement hereunder is made.

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

Executed in duplicate

Virginia L. White
Witness — As to Seller's Signature

John T. Clark III (SEAL)
Seller's Signature
John T. Clark, III, Trustee for Sadie Blunt Jewell, Incompetent

Witness — As to Seller's Signature

(SEAL)
Seller's Signature

Virginia L. White
Witness — As to Buyer's Signature

Charles Percy Jewell (SEAL)
Buyer's Signature
Charles Percy Jewell

Virginia L. White
Witness — As to Buyer's Signature

Elizabeth Jewell (SEAL)
Buyer's Signature
Elizabeth Jewell

July 6, 1971

The undersigned, Herbert A. Willis, of Queen Anne's County, State of Maryland, does hereby state:

I have been in the real estate business for a number of years.

I am familiar with the property belonging to Sadie Blunt Jewell located on the East side of the public road leading from Bryantown to the Public Landing on the Wye River in the Fifth Election District of Queen Anne's County, Maryland.

In my opinion, the fair market value for this property is Three Thousand Dollars ($3,000.00)

Judith C. Cowley
Witness

Herbert A. Willis

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

Subscribed and sworn to before me a Notary Public of the State and County aforesaid, this 6th day of July, 1971.

Judith C. Cowley
Notary Public

JUDITH C. COWLEY NOTARY PUBLIC QUEEN ANNE'S COUNTY, MD.

Filed July 22, 1971

LIBER 8 237

July 6, 1971

12

The undersigned, Sydney G. Ashley ., of Queen Anne's County, State of Maryland, does hereby state:

I have been in the real estate business for several years and I am presently engaged in the real estate business.

I am familiar with the property belonging to Sadie Blunt Jewell located on the East side of the public road leading from Bryantown to the Public Landing on the Wye River in the Fifth Election District of Queen Anne's County, Maryland.

In my opinion, the fair market value for this property is Three Thousand Dollars ($3,000.00).

Thornton Ford Hard Sr
Witness

Sydney G. Ashley

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

Subscribed and sworn to before me a Notary Public of the State and County aforesaid, this 20th day of July, 1971.

THORNTON FORD HARD, SR. NOTARY PUBLIC QUEEN ANNE'S CO. MD.

Thornton Ford Hard Sr
Notary Public

My commission expires July 1, 1974

Filed July 22, 1971

13

IN THE MATTER OF	:	IN THE CIRCUIT COURT
SADIE BLUNT JEWELL	:	FOR QUEEN ANNE'S COUNTY
INCOMPETENT	:	IN EQUITY No. 5199

DECREE FOR SALE

Upon the Petition of the Trustee and the sworn appraisals attached thereto, it is this 23 day of July, 1971, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED, as follows:

That the fee simple interest of Sadie Blunt Jewell in the real estate described in the Petition for Sale, filed this 23rd day of July, 1971, be sold unto Charles Percy Jewell and Elizabeth Jewell, his wife, upon the terms set forth in the Contract of Sale, filed as "Exhibit A" with the Petition, it appearing to the Court that the sale is in the best interest of Sadie Blunt Jewell, Incompetent, and is necessary to pay her debts and to provide for her care and support.

That as soon as may be convenient after they have made said sale, said Trustee shall return to the Court a report of sale with an affidavit of the truth thereof and of the fairness of said sale and a purchaser's affidavit.

That upon the Court's ratification of said sale and on the payment of the whole of the purchase money, and not before, the said Trustee shall, by a good and sufficient deed to be executed, acknowledged and recorded agreeably to law at the purchaser's expense, convey to the purchasers the fee simple interest of Said Sadie Blunt Jewell in said real estate so sold to her, free clear and discharged of all claims of the parties to this cause and of those claiming by, through or under them or any of them.

And that the Trustee shall bring into this Court all of the moneys arising from said sale, after the payment to Herbert A. Willis, a real estate brokerage commission of ten percent (10%) of the said price, said moneys to be disbursed or invested under the direction of this Court.

B. Herbert Turner Jr.
JUDGE

Filed July 23, 1971

14

IN THE MATTER OF
SADIE BLUNT JEWELL
INCOMPETENT

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY No. 5199

REPORT OF SALE

The Report of Sale of the real estate made in this cause by John T. Clark, III, Trustee in the above cause, unto your Honor, respectfully shows:

That pursuant to the Decree of this Honorable Court passed on the 23rd day of July, 1971, your Trustee on the 26th day of July, 1971, proceeded in accordance with the terms of the Petition for Authority to Sell Real Estate and said Decree and sold the fee simple interest of Sadie Blunt Jewell in the parcel of land therein described unto Charles Percy Jewell and Elizabeth Jewell, his wife, at and for the sum of Three Thousand Dollars ($3,000.00), in accordance with the terms and conditions set forth in said Decree.

Respectfully submitted,

John T. Clark III
John T. Clark, III
Trustee for Sadie Blunt Jewell,
Incompetent

Filed July 27. 1971

ORDER NISI ON SALE

15

IN THE MATTER OF
SADIE BLUNT JEWELL
INCOMPETENT

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 5199

ORDERED, this 27th. day of July, 19 71, that the sale of the real property, made and reported in this cause by John T. Clark, III, Trustee, be ratified and confirmed, on or after the 27th. day of August, 19 71, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 20th. day of August, 19 71.

The report states the amount of sales to be $3,000.00.

Charles W Cecil Clerk

Filed July 27, 1971

16

IN THE MATTER OF	:	IN THE CIRCUIT COURT
SADIE BLUNT JEWELL	:	FOR QUEEN ANNE'S COUNTY
INCOMPETENT	:	IN EQUITY No. 5199

PURCHASERS' AFFIDAVIT

STATE OF MARYLAND)
) To Wit:
QUEEN ANNE'S COUNTY)

I HEREBY CERTIFY, that before me, on this 17th day of August, 1971, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared CHARLES PERCY JEWELL and ELIZABETH JEWELL, his wife, purchasers of the Sadie Blunt Jewell land and improvements situated in the Fifth Election District of Queen Anne's County, State of Maryland on the East side of the public road leading from Bryantown to the Public Landing on Wye River, containing .325 acres of land, more or less, made oath in due form of law to the following:

1. Charles Percy Jewell and Elizabeth Jewell, his wife, are not acting as agent for anyone in this sale.

2. Charles Percy Jewell and Elizabeth Jewell, his wife, are the only principals involved in this sale.

3. Charles Percy Jewell and Elizabeth Jewell, his wife, have neither directly nor indirectly discouraged anyone from purchasing xxx this property.

WITNESS my hand and Notarial Seal.

VIRGINIA S. WHITE NOTARY PUBLIC Queen Anne's County, Md.

Virginia S. White
Notary Public- Virginia S. White
My Commission Expires: July 1, 1974.

Filed Aug 31, 1971

ORDER NISI ON SALE
IN THE MATTER OF
SADIE BLUNT JEWELL
INCOMPETENT

In the Circuit Court
for Queen Anne's County

In Equity
Cause No. 5199

ORDERED, this 27th. day of July, 1971, that the sale of the real property, made and reported in this cause by John T. Clark, III, Trustee, be ratified and confirmed, on or after the 27th. day of August, 1971, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 20th. day of August, 1971.

The report states the amount of sales to $3,000.00.

Charles W. Cecil
Clerk

TRUE COPY TEST:
Charles W. Cecil
Clerk
Filed July 27, 1971
7/29/3T

LIBER 8 242

The Bay Times

P.O. Box 44, Stevensville, Md. 21666 Aug 27, 19 71

THE BAY TIMES, a body corporate, does hereby certify that the Order Nisi On Sale in the case/estate of Sadie Blunt Jewell

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 20th day of August, 19 71, and that the first insertion of said advertisement in said BAY TIMES was on the 29th day of July, 19 71, and the last insertion on the 12th day of August, 19 71.

THE BAY TIMES
By Mary L. Rosendale

Filed Aug 31, 1971

IN THE MATTER OF : IN THE CIRCUIT COURT
SADIE BLUNT JEWELL : FOR QUEEN ANNE'S COUNTY
INCOMPETENT : IN EQUITY No. 5199

FINAL ORDER OF RATIFICATION

ORDERED, this 2nd day of September, 1971, 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 John T. Clark, III, 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 preceeding Order Nisi heretofore filed in this cause, and the Trustee is allowed the 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 Sept. 2, 1971

19

IN THE MATTER OF	:	IN THE CIRCUIT COURT
SADIE BLUNT JEWELL	:	FOR QUEEN ANNE'S COUNTY
INCOMPETENT	:	IN EQUITY No. 5199

PETITION FOR AUTHORITY TO SELL PERSONAL PROPERTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John T. Clark, III, Trustee in the above cause, respectfully sets forth:

(1) That a part of the trust estate of Sadie Blunt Jewell, Incompetent, is sole ownership in household furniture, appliances, tools, fixtures and personal items situated in her home near Bryantown, Maryland.

(2) That Sadie Blunt Jewell, Incompetent, is presently living in a nursing home and will remain there for the remainder of her life.

(3) That Sadie Blunt,Jewell, Incompetent, will have no further use for said personal property since the real estate belonging to said incompetent has been sold and said personal property is located therein and the same must be removed from said premises.

YOUR PETITIONER PRAYS THEREFORE to pass an order authorizing the Trustee to sell the personal property of Sadie Blunt Jewell, Incompetent, by public auction and to pay said auctioneer his usual fee.

Respectfully submitted,

John T. Clark, III

John T. Clark, III
Trustee

Filed Nov 9, 1971

IN THE MATTER OF	:	IN THE CIRCUIT COURT
SADIE BLUNT JEWELL	:	FOR QUEEN ANNE'S COUNTY
INCOMPETENT	:	IN EQUITY No. 5199

ORDER OF THE COURT

UPON the Petition of the Trustee for the sale of personal property in the above Cause, it is this 9th day of November, 1971, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED AND DECREED, as follows:

The Personal Property of Sadie Blunt Jewell, Incompetent, shall be sold at public auction at the house at Bryantown, Maryland, after sufficient public advertisement by a newspaper published in Queen Anne's County, of not less than five days or more than twelve days prior to the sale.

The balance of said sale proceeds shall be brought into this Court to be disbursed or invested under the direction of this Court.

B. Hackett Turner Jr.
JUDGE

Filed Nov 9, 1971

21

IN THE MATTER OF	:	IN THE CIRCUIT COURT
SADIE BLUNT JEWELL	:	FOR QUEEN ANNE'S COUNTY
INCOMPETENT	:	IN EQUITY No. 5199

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of John T. Clark, III, Trustee of Sadie Blunt Jewell, Incompetent, unto your Honors respectfully shows:

That pursuant to an Order of this Honorable Court, dated November 9, 1971, your Petitioner after due advertisement did sell at public auction on November 20, 1971, the personal property listed and appraised in the original petition at a value of $105.60.

That said personal property after payment of $37.50 for advertisement netted your Trustee $92.00, which said Trustee did deposit in the Trustee's Account.

Respectfully submitted,

John T. Clark, III

John T. Clark, III
Trustee

Filed Dec 20, 1971

22

ORDER OF COURT

ORDERED this 20th day of December, 1971, that the sale of the personal property made and reported in the within and aforegoing Account be, and the same is hereby ratified and confirmed.

B. Hackett Turner Jr.

JUDGE

Filed Dec 20, 1971

23

IN THE MATTER OF
SADIE BLUNT JEWELL
INCOMPETENT

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY NO. 5199

PETITION FOR APPOINTMENT OF SPECIAL AUDITOR

The Petition of John T. Clark, III, respectfully shows:

1. The sale in the above entitled matter has been reported to this Court and has been ratified by this Honorable Court.

2. The regular Auditor of this Honorable Court is a member of the firm in which the Trustee is a member.

WHEREFORE, your Petitioner asks this Court to appoint a Special Auditor to whom referals shall be made in this cause.

I DO SOLEMNLY declare and affirm under the penalties of perjury that the contents of the foregoing document are true and correct to the best of my knowledge, information and belief.

John T. Clark, III, Trustee

FILED Oct 5, 1973

ORDER

24

The foregoing Petition for Appointment of Special Auditor having been read and considered, it is this 5th day of October, 1973, by the Circuit Court for Queen Anne's County, in Equity,

ORDERED, that Charles E. Smith, Esquire, be and he is hereby appointed as Special Auditor to whom referrals shall be made in this cause, such Special Auditor to have all of the powers, duties and compensation of the regular Auditor, all pursuant to Maryland Rule 595 b; and

FURTHER ORDERED, that this cause is referred to the aforesaid Special Auditor for the statement of an account in the manner set forth in the Maryland Rules and the Rules of the Second Judicial Circuit.

B. Hackett Turner Jr.
JUDGE

FILED Oct 5, 1973

IN THE MATTER OF

SADIE BLUNT JEWELL

INCOMPETENT

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY NO. 5199

AUDITOR'S REPORT

The undersigned Special Auditor, submits the following report and hereby certifies that the notices required by Maryland Rule 595g have been mailed.

Respectfully submitted,

Charles E. Smith

Charles E. Smith
Special Auditor

John T. Clark, III, Trustee, for sale of real estate and personal property under Court Order heretofore Decreed in this proceeding on September 2, 1971, and on November 20, 1971, and for distribution of monies arising from said sale, reports the following collections and disbursements.

Cause No. 5199

The proceeds of the sale of land and personal property in this cause, in account with John T. Clark, III, Trustee, (and vendor of said land)

Cr.

1971 Dec. 20	By gross proceeds of the sale of said land, per report of said trustee, to wit: ----------	$3000.00
	By gross proceeds of the sale of the personal property, per report of said trustee, to wit:----------	129.50
		$3129.50

Dr.

To Herbert A. Willis, Realtor, commission in sale of real property, to wit: ----------		$300.00	
To John T. Clark, III, Trustee, for sale of personal property, to wit: ----------		300.00	
To do., for an amount due W.M. Freestate Agency, for the surety bond filed in this cause, per receipt, to wit: ----------		25.00	
To do., Bay Times for:			
1. Order Nisi	$12.00		
2. Advertising sale of personal property	37.50	49.50	
To Charles E. Smith, Special Auditor, as follows:			
1. His fee for stating audit	$45.00		
2. His expenses involved in stating audit and notifying parties	10.00	55.00	
DISTRIBUTION			
To John T. Clark, III, Trustee, for Sadie Blunt Jewell		$2400.00	
		$3129.50	$3129.50

November 29, 1973

Charles E. Smith, Special Auditor

FILED Nov 30, 1973

IN THE MATTER OF

SADIE BLUNT JEWELL

INCOMPETENT

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY NO. 5199

TO: Herbert A. Willis
Sudlersville, Maryland 21668

W. M. Freestate Agency
Lawyers Row
Centreville, Maryland 21617

John T. Clark, III, Esquire, Trustee
118 North Commerce Street
Centreville, Maryland 21617

Bay Times
Stevensville, Maryland 21666

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. 5199, 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) day period, the Audit may thereupon be satisfied.

Charles E. Smith
Special Auditor

I HEREBY CERTIFY, that I mailed a copy of the aforegoing Notice to all of the above set forth addresses, 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 29th day of November, 1973, as required by Rule 595g of the Maryland Rules of Procedure.

Charles E. Smith
Special Auditor

FILED Nov 30, 1973

LIBER 8 250

NISI RATIFICATION OF AUDIT

27

IN THE MATTER OF
SADIE BLUNT JEWELL
INCOMPETENT ~~vs~~

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

Cause No. 5199

ORDERED, this 30th day of November, 1973, that the report and account filed in these proceedings by Charles E. Smith, Special, Auditor, be ratified on or after the 17th day of December, 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 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 Nov 30, 1973

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IN THE MATTER OF
SADIE BLUNT JEWELL
INCOMPETENT

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 5199

FINAL RATIFICATION OF AUDIT

ORDERED, by the Court that the account of the Special Auditor is finally ratified and confirmed, and John T. Clark, III, Trustee, is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Dated: Dec. 17, 1973.

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

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Fourth Day of April in the year nineteen hundred and seventy-four, the following Certified Copy of Report and Petition was brought to be recorded, to wit:

Frank S. Dudley and Thomas J. Keating Executors and Trustees VS Hiram G. Dudley Jr., Executor and Trustee et al.	In the Circuit Court of Baltimore City.

To the Honorable, the Judge of said Court:-

The report and petition of Frank S. Dudley, Hiram G. Dudley Jr. and Thomas J. Keating, Executors and Trustees under the last will and testament of Hiram G. Dudley, late of Baltimore City, deceased, and the codicils to said will, to your Honor respectfully sets forth:

1- That their aforesaid testator, Hiram G. Dudley, at the time of his death, was seized and possessed of a large and valuable landed estate, consisting of real estate and farm lands, located in Queen Annes County and elsewhere in the State of Maryland and, being so seized and possessed of said real estate and farm lands, departed this life leaving a last will and testament and codicils thereto which have been duly admitted to probate by the Orphans Court of Baltimore City and a certified copy of said will and of the codicils thereto, with the probate thereof, is now on file in this cause.

2- That the said testator, Hiram G. Dudley, by his said will and the codicils thereto, devised and bequeathed all of his estate both personal and real, to your petitioners, (and to Charles C. Dudley who pre-deceased the said testator) as the executors of his said will and the codicils thereto, in trust to hold, manage and dispose of as directed by said will and the codicils thereto, and did therein authorize and empower the trustees to make sale of all or any of the real estate when, in the judgment of the trustees, a sale would be advantageous to the trust estate.

3- That Mary O. Dudley, the widow of the said testator, renounced as a devisee and a legatee under said last will and testament and elected to take her one third interest and estate in the real and personal estate of the said Hiram G. Dudley, deceased, and subsequent to her said election conveyed, by way of deed, her entire

APR -4-74 * 22105 ****16.00
APR -4-74 A 22105 ****16.00

one third interest as widow of said deceased to Frank S. Dudley, Mary D. Ives and Ethel D. Earickson in trust to hold, manage and dispose of as directed by said deed of conveyance and a duly certified copy of said deed of trust from said Mary O. Dudley is now on file in the proceeding in this Court entitled "In the matter of the trust estate of Mary O. Dudley."

4- That, as will fully and at length appear by reference to the proceedings in this cause and in the said cause in this Court entitled "In the matter of the trust estate of Mary O. Dudley," this Court has assumed jurisdiction over both the trust estate created by and under the terms and provisions of the said last will and testament of said Hiram G. Dudley. deceased, and the trust estate created by and under the deed of trust aforesaid from said Mary O. Dudley, and both of which said trust estates are now being administered under the supervision of this Honorable Court.

5- That among other real estate of which the said Hiram G. Dudley died seized and possessed is a tract of land or farm, known as "Wyoming" or "Tilghman Farm", on Wye River in the Fifth Election District of Queen Annes County, Maryland, adjoining the lands of Tilghman Bishop and others, containing 262 acres, more or less, conveyed to Hiram G. Dudley by deed from S.R.Hurlock and wife, dated May 9th, 1904, and recorded in Liber J.E.G.6 folio 307, a land record book for Queen Annes County, Maryland, and an undivided two-third interest and estate in said tract of land or farm now constitutes part of the assets of the trust estate in the hands of your petitioners as executors and trustees under the said last will and testament of Hiram G. Dudley and the other one-third undivided interest and estate therein is an asset in the aforesaid trust estate of Mary O. Dudley.

6- That your petitioners, and the said trustees aforesaid under the said deed of trust from Mary O. Dudley, have received from Charles W. Butler Jr. and Butler, his wife, of Queen Annes County, Maryland an offer to purchase said tract of land or farm herein above described and have sold the same at and for the sum of $15250.00 upon the following terms: five hundred dollars in cash on day of sale and the further sum of twenty seven hundred

and fifty dollars in cash on June 1st, 1925, the remainder of twelve thousand dollars to be secured by purchase money mortgages upon the said farm, as a first lien thereon, payable in five years from June 1st, 1925, with interest at six per cent payable semi annually from said date, taxes to be adjusted to June 1st, 1925, and cost of phosphate on present wheat crop.

In estimating the purchase money of the farm the sum of $750.00 is included as estimate of crops of present year to the landlords.

7- That your petitioners have been obliged to expend upon the buildings on said farms considerable sums of money in order to keep them in proper repair to procure a suitable tenant for said farm and your petitioners and the said trustees of Mary O. Dudley (so your petitioners are advised) are advised and believe and allege that said sale is advantageous to and for the best interest of their said respective trust estates; that the terms thereof are reasonable and represent the fair market value of the said farm; and that the interest upon the purchase price will produce a greater income to the trust estate than the net income from the said farm is or will be under the usual conditions of tenancy in the location of said farm.

8- That your petitioners (except the petitioner Thomas J. Keating) and the trustees of Mary O. Dudley, are all parties in interest under both the will of Hiram G. Dudley and the said deed of trust from Mary O. Dudley and, being familiar with the values of real estate in the locality of the aforesaid tract of land or farm, are desirous that the aforesaid sale be ratified and confirmed by this Court and that the vendors may be authorized and empowered to execute the necessary deed of conveyance to the purchasers and to accept the aforesaid mortgages to be held as investments in the said respective trust estates to the extent of Eight Thousand Dollars by the estate of Hiram G. Dudley and to the extent of Four Thousand Dollars by the estate of Mary O. Dudley, the liens of said respective amounts to stand without preference or priority one to the other.

The aforegoing report of sale is hereby respectfully submitted to this Honorable Court and your petitioners pray that an order may be passed ratifying and confirming said sale.

Frank S. Dudley
Hiram G. Dudley Jr.
Thos. J. Keating

Executors and Trustees of the estate of Hiram G. Dudley.

State of Maryland, Baltimore City, to wit:
I hereby certify that on this 5th day of June, in the year 1925, before the Subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, duly commissioned and qualified, personally appeared Frank S. Dudley, ~~Hiram G. Dudley Junior~~, and Thomas J. Keating, the petitioners above mentioned, and made oath in due form of law that the matters and things stated in the aforegoing Report and Petition are true to the best of their knowledge and belief and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal the day and year last above written.

Notary Public.

The aforegoing Report and Petition and the affidavit thereto having been read and considered, IT IS THEREUPON, this 5th day of June, in the year 1925, by Judge of the Circuit Court of Baltimore City, and by the authority of said Court, ADJUDGED, ORDERED, AND DECREED THAT THE SALE OF THE TRACT OF LAND OR FARM mentioned and described in the aforegoing Report and Petition be and the same is hereby ratified and confirmed, and the Petitioners are hereby authorized and empowered to accept settlement of the purchase money upon the terms set forth in said petition and upon payment and satisfaction of the purchase money to grant and convey said real estate to the purchasers thereof.

George A. Solter

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 REPORT AND PETITION FOR SALE OF "HURLOCK FARM"

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 6th day of March A. D., 1974

Louis Cohen, *Clerk.*

LIBER 8 256

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Fourth Day of April in the year nineteen hundred and seventy-four, the following Certified Copy of Report and Petition was brought to be recorded, to wit:

In the Matter of the Trust Estate of Mary O. Dudley	In the Circuit Court of Baltimore City.

To the Honorable, the Judge of said Court:

The report and petition of Frank S. Dudley, Mary D. Ives and Ethel D. Earickson, Trustees of the estate of Mary O. Dudley, to your Honor respectfully sets forth:

1- That your petitioners are the trustees and grantees under the deed of trust from Mary O. Dudley, dated the 5th day of June in the year 1919, and by the terms of said deed of trust the said Mary O. Dudley conveyed unto your petitioners all her right, title, interest and estate as widow and relict of Hiram G. Dudley, late of Baltimore City in the State of Maryland, deceased, in and to certain real estate and farm lands located in Queen Annes County and elsewhere in the State of Maryland, of which the said Hiram G. Dudley died seized and possessed, with power and authority therein conferred upon the said trustees and grantees to hold, manage and dispose of said real estate and farm lands and did in said deed authorize and empower the said trustees to make sale of all or any of the said real estate when, in the judgment of the trustees, a sale would be advantageous to the trust estate.

2- That, as will fully appear by reference to the proceedings in this cause and in the cause in this Court wherein Frank S. Dudley and Thomas J. Keating, as Executors and Trustees under the will of Hiram G. Dudley, are plaintiffs, and Hiram G. Dudley Jr., as an executor and trustee under said will, is defendant, this Court has assumed jurisdiction over both the trust estate created by the aforesaid deed to your petitioners from Mary O. Dudley and the trust estate created by the last will and testament of said Hiram G. Dudley, deceased.

3- That among the real estate of which the said Hiram G. Dudley died seized and possessed is a tract of land or farm, known as "Wyoming" or "Tilghman Farm" on Wye River in the 5th Election District of Queen Annes County, Maryland, adjoining the lands of Tilghman Bishop and others, containing 262 acres of land, more or less, conveyed to said Hiram G. Dudley by deed from S.R. Hurlock and wife, dated the 9th day of May in the year 1904,

APR 4-74 * 22104 ****13.00

and recorded in Liber H.T. 6 folio 307, a land record book for said Queen Annes County, and an undivided one-third interest and estate in said tract of land or farm now constitutes part of the assets of the trust estate in the hands of your petitioners as the trustees under the aforesaid deed of trust to them from said Mary O. Dudley and the remaining two-thirds interest and estate in said tract of land or farm is an asset in the hands of the trustees under the will of said Hiram G. Dudley, deceased.

4- That your petitioners, and the trustees under the will of Hiram G. Dudley, have received from Charles W. Butler and _____ Butler, his wife, of Queen Annes County, an offer to purchase said tract of land or farm herein above described, and have sold the same, at and for the sum of $15250.00 upon the following terms: the sum of $500.00 in cash on the day of sale and the further sum of $2750.00 on June 1st, 1925, and the remainder of $12000.00 to be secured by a purchase money mortgage, as a first lien upon said farm, payable in five years from said date with interest at six per cent per annum, payable semi-annually from said date.

In estimating the purchase money for said farm the sum of $750.00 is included therein as an estimate of the value of crops upon the farm of the present year and taxes on the farm are to be adjusted to June 1st, 1925, and the purchasers are to pay the cost of phosphate used on the wheat crop and for the cost of title papers.

5- That your petitioners and the trustees of the estate of Hiram G. Dudley, deceased, have been obliged to expend considerable money for repairs to buildings upon said farm in order to procure a suitable tenant therefor and your petitioners and the trustees of Hiram G. Dudley are advised and believe and charge that said sale is advantageous to and for the best interest of their said respective trust estates; that the terms of sale are reasonable and represent the fair market value of said farm; and that the interest upon the purchase price for the farm will be greater than the net income from said farm under the usual conditions of tenancy in the location of said farm.

6- That your petitioners are all parties in interest under

the will of Hiram G. Dudley and under the deed of trust from Mary O. Dudley and being familiar with the value of real estate in the locality of this farm, are desirous that the aforesaid sale be ratified and confirmed and that the vendors may be authorized and empowered to execute to the purchasers the necessary deed of conveyance and to accept the aforesaid mortgages to be held as investments in the respective trust estates to the extent of $4000.00 by this trust estate and to the extent of $8000.00 by the estate of Hiram G. Dudley, the liens for said respective amounts to stand without preferences of priority one to the other.

The aforegoing report of sale is hereby respectfully submitted to this Honorable Court and your petitioners pray that an order may be passed ratifying and confirming said sale.

Mary D. Ives
Ethel D. Earickson
Frank S. Dudley
Trustees of the estate of
Mary O. Dudley.

State of Maryland, Baltimore City, to wit:
I hereby certify that on this 1st day of June, in the year 1925, before the Subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, personally appeared Frank S. Dudley, Mary D. Ives and Ethel D. Earickson, the aforegoing petitioners, and made oath in due form of law that the matters and things stated in the aforegoing report and petition are true to the best of their knowledge and belief.

Witness my hand and Notarial Seal the day and year last above writtern.

Notary Public.

The aforegoing Report and Petition and the affidavit thereto having been read and considered IT IS THEREUPON, this 5 day of June, in the year 1925, by Judge of the Circuit Court of Baltimore City, and by the authority of said Court, ADJUDGED, ORDERED, AND DECREED that the sale of the tract of land or farm mentioned and described in the aforegoing Report and Petition be and the same is hereby ratified and confirmed and the Petitioners are hereby authorized and empowered to accept settlement of the purchase money upon the terms set forth in said petition and upon payment and satisfaction of the purchase money to grant and convey said real estate to the purchasers thereof.

George A. Solter

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 original REPORT AND PETITION FOR SALE OF INTEREST IN THE "HURLOCK FARM"

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 6th day of March A. D., 19 74

Louis Cohen, *Clerk.*

LIBER 8 259

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Tenth Day of January, in the year nineteen hundred and seventy-four, the following Order To Docket Suit was brought to be recorded, to wit:

VACHEL A. DOWNES, JR.
ATTORNEY NAMED IN MORTGAGE
115 Lawyers Row
Centreville, Maryland 21617

VS.

EARL F. COLE
MARIAN M. COLE, wife
3531 Hortense Avenue
Brooklyn Park, Maryland 21225

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY NO. 5508

* * * * * * * * * * * * *

ORDER TO DOCKET SUIT

TO: CHARLES W. CECIL, CLERK:

Mr. Clerk: You will please docket suit as per the above titling for foreclosure of a mortgage from Earl F. Cole and Marian M. Cole, his wife, to Seabreeze Properties, Inc., a body corporate of the State of Maryland, dated August 6, 1971, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 57 folio 437, default having occurred in the terms thereof by reason of non-payment of principal and interest payable under the terms of said mortgage after demand therefor was made; and you will file herewith a certified copy of said mortgage as well as the accompanying affidavit.

Vachel A. Downes, Jr.
Vachel A. Downes, Jr., Attorney
115 Lawyers Row
Centreville, Maryland, 21617

Telephone: 758-0680

FILED Jan 10, 1974

AFFIDAVIT

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

I HEREBY CERTIFY, that on this 9th day of January, 1974, before me, the subscriber, a Notary Public as aforesaid, personally appeared Vachel A. Downes, Jr., Attorney Named in Mortgage, and made oath in due form of law to the best of his knowledge, information and belief, that Earl F. Cole and Marian M. Cole, his wife, reside at 3531 Hortense Avenue, Brooklyn Park, Maryland, 21225, and that they are not now in the military service of the United States of America as defined by the Soldiers' and Sailors' Civil Relief Act of 1940, with amendments thereto, or Chapter 710 of the Laws of Maryland of 1941, nor have they been in such military service within three months prior hereto.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC * QUEEN ANNE'S CO., MD. * JUDITH C. CONLEY

Judith C. Conley
NOTARY PUBLIC

My Commission Expires: July 1, 1974

FILED Jan 10, 1974

VACHEL A. DOWNES, JR.
ATTORNEY NAMED IN MORTGAGE

VS.

EARL F. COLE
MARIAN M. COLE, wife

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY NO. 5508

* * * * * * * * * * * * * * *

STATEMENT OF MORTGAGE INDEBTEDNESS

Unpaid principal of mortgage	$ 684.88
Interest due on principal May 1, 1972 to date	41.04
Payment of 1972-1973 and 1973-1974 State and County real estate taxes with redemption costs from 1973 Tax Sale	94.05
TOTAL TO DATE	$ 819.97

Respectfully submitted,

Vachel A. Downes, Jr.
Attorney Named in Mortgage

AFFIDAVIT

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

I HEREBY CERTIFY, that on this 9th day of January, 1973, before me, the subscriber, a Notary Public as aforesaid, personally appeared Vachel A. Downes, Jr., Attorney Named in Mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing Statement of Mortgage Indebtedness are true and correct to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Judith C. Conley
NOTARY PUBLIC

JUDITH C. CONLEY NOTARY PUBLIC QUEEN ANNE'S COUNTY MD.

My Commission Expires: July 1, 1974

FILED Jan 10, 1974 LIBER 8 261

LIBER 8 262

30

RECEIVED FOR RECORD Aug. 13 1971 3:25 P.M.

THIS MORTGAGE, made this 6 day of August, 1971, by and between EARL F. COLE and MARIAN M. COLE, wife of the first part, hereinafter referred to as MORTGAGOR, and SEABREEZE PROPERTIES, INC. of the second part, hereinafter referred to as MORTGAGEE.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith in the principal sum of ONE THOUSAND TWO HUNDRED Dollars ($1,200.00) payable, with interest thereon from the date hereof at the rate of eight (8 %) per centum per annum on the unpaid principal until paid, at the designated office of the holder, in the manner following: Said principal indebtedness and the interest to accrue thereon shall be paid and satisfied in 60 equal consecutive monthly installments of $24.34 each, including both principal and interest, commencing on the 1st day of September, 1971, and payable on the 1st day of each month thereafter until said indebtedness and the interest to accrue thereon is fully paid and satisfied.

Said Mortgagors shall have the right to prepay said indebtedness at any time in whole or in part, without premium or penalty, with interest to cease on the principal indebtedness so prepaid, provided all prepayments of principal are accompanied by the payment of all interest accruing to the date of such prepayment.

9-20-71 Original mailed to Mortgagee 749 Equitable Bldg Balto Md 21202

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

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

ALL that lot or parcel of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, set forth and shown on a plat entitled "Cloverfields, Plat 5," by Purdum and Jeschke, registered engineers and land surveyors, dated the 17th day of March, 1959, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 47 folio 57, said lot being known and designated thereon as Lot No. 28, Block A, of Cloverfields.

BEING all the same lands conveyed by the Mortgagee unto the Mortgagors by deed dated the 6th day of August, 1971, recorded or intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto.

SUBJECT, nevertheless, to the restrictive covenants and conditions contained in a deed from Guaranteed Realty Corporation to Helen B. Ryan, dated the 26th day of March, 1959, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 46 folio 529, said restrictive covenants and conditions being hereby incorporated in this deed by reference as a part hereof, as is evidenced by the execution of these presents and by the acceptance by the Grantee of its delivery.

LIBER 57 PAGE 437

$2.50

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

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

AND the Mortgagor covenants with the Mortgagee as follows: (1) To repay the indebtedness, together with interest, secured by this mortgage, when due, (2) to pay a late charge not to exceed five cents for each dollar of delinquent principal and interest, or a minimum charge of $2.00, on each payment more than fifteen days in arrears, to cover the extra expense involved in handling delinquent payments, (3) to keep the improvements on the premises insured against loss or damage by fire and such other hazards as may be required by the Mortgagee, to the amount of at least the insurable value thereof, in an insurance company or companies selected by the Mortgagee, and to have all said policies so framed or endorsed that the proceeds arising from said policies, in case of loss or damage, shall be payable to the Mortgagee only, and may, at his option, be applied to the extinguishment of the indebtedness and sums secured by this mortgage, whether then due or not, or used for the reconstruction of the improvements on the mortgaged property, and to deliver all said policies to the Mortgagee to be kept by him, (4) to pay all taxes, water and sewer charges, insurance premiums, public dues and assessments, for which the Mortgagor and or the property hereby mortgaged may become liable, when payable; in the event the Mortgagor fails to make the said payments, the Mortgagee is hereby authorized to pay the same, and the Mortgagee shall have a lien hereunder on said premises for the amount so paid, (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor to keep the improvements on said property in good condition and repair, the Mortgagee may demand the immediate repair thereof or an increase in the amount of security or the immediate repayment of the indebtedness hereby secured, and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee may, without notice, institute proceedings to foreclose this mortgage and apply for the appointment of a receiver as herein provided, (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents, issues and profits of said premises and account therefor as the Court may direct, (7) that in case of default in the payment of said debt, or interest, or any part of either, when due, or in any covenant of this Mortgage, then the whole debt intended to be secured and all moneys owing hereunder or secured hereby shall, at the option of the Mortgagee, be due and demandable, and the Mortgagee, or Vachel A. Downes, Jr. his hereby duly constituted attorney for the purpose, are hereby authorized to sell said premises after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper published in the County where the mortgaged property or some portion thereof is located, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, and to apply the proceeds of sale as follows, to wit: first, to the payment of all expenses incident to such sale, including a counsel fee of $ 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:

James L. Thomas — Earl F. Cole (SEAL)

James L. Thomas — Earl F. Cole (SEAL)

Marian M. Cole (SEAL)

Marian M. Cole (SEAL)

STATE OF MARYLAND

COUNTY OF OR CITY OF Wicomico

On this the 6th day of October, 1971, before me, James L. Thomas the undersigned officer, personally appeared Earl F. Cole and Marian M. Cole, 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 in the case of a corporation appeared~~

~~and made oath in due form of law that the consideration set forth in said instrument 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.

James L. Thomas
Notary Public

*Here insert the name of the officer who takes the acknowledgment.

STATE OF MARYLAND

~~CITY~~ OR COUNTY OF Queen Anne's to wit:

I HEREBY CERTIFY, that on this 6 day of August, 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City or County aforesaid, personally appeared Morris H. Wolf, President of Seabreeze Properties, Inc., and he did make oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein stated, and that he is the duly authorized agent of the within mortgagee to make this affidavit.

AS WITNESS my hand and Notarial Seal.

Marshall C. Adams Jr.
NOTARY PUBLIC

My Commission Expires: 7-1-1974

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

THIS IS TO CERTIFY, that the aforegoing Instrument is truly taken from the original filed and recorded in the Office of the Clerk of the Circuit Court for Queen Anne's County in Liber CWC No 57 folio 437, a Land Record Book for Queen Anne's County, Maryland.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 10th day of Jan. in the year Nineteen Hundred and Seventy-four.

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

Charles W. Cecil
CHARLES W. CECIL, Clerk of the Circuit Court for Queen Anne's County, Maryland.

FILED Jan 10, 1974

RECEIVED FOR RECORD January 10, 1974

BOND

4

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

KNOW ALL MEN BY THESE PRESENTS, that we, Vachel A. Downes, Jr., of Queen Anne's County, State of Maryland, as Principal, and the Fidelity and Deposit Company of Maryland, a body corporate, duly authorized by its charter to become sole Surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of One Thousand Dollars ($1,000.00) current money of the United States of America, to be paid unto the State of Maryland, or its certain attorney, to which payment will and truly to be made and done, we bind ourselves and each of our and each of our heirs, executors, and administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 10th day of January, 1974.

WHEREAS, by a certain mortgage from Earl F. Cole and Marian M. Cole, wife, to Seabreeze Properties, Inc., dated August 6, 1971, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 57 folio 437, the Mortgagors became indebted unto the Mortgagee; and

WHEREAS, Vachel A. Downes, Jr., is the attorney named in said mortgage for purposes of collection and foreclosure;

WHEREAS, the above bounden, Vachel A. Downes, Jr., Attorney Named In Mortgage, is about to execute the power of sale contained in the above described mortgage by making sale of the property described in, granted and conveyed by the said mortgage, default having occurred in the terms, conditions and covenants of the said mortgage by the reason of the non-payment of the principal mortgage debt named in said mortgage and by reason of the non-payment of the interest covenants to be paid upon the said principal mortgage indebtedness by the terms of said mortgage at the times therein provided for the payment.

Now the condition of the above obligation is such, that if the above bounden, Vachel A. Downes, Jr., does and shall will and faithfully abide by and fulfill any Order or Decree which shall be made by any Court of Equity in relation to the sale of the said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise, to be and remain in full force and virtue in law.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Judith C. Conley

Vachel A. Downes, Jr. (SEAL)

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: William Freestate, Its Attorney In Fact

Susan W. Martinez

Security approved and Bond filed Jan 10, 1974

FIBER 8 588

LIBER 8 265

PROMULGATED FOR [illegible]

BOND

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

KNOW ALL MEN BY THESE PRESENTS, that we, Vachel A. Downes, Jr., of Queen Anne's County, State of Maryland, as principal, and the Fidelity and Deposit Company of Maryland, a body corporate, duly authorized by its charter to become sole Surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of One Thousand Dollars ($1,000.00) current money of the United States of America, to be paid unto the State of Maryland, or its certain attorney, to which payment will and truly to be made and done, we bind ourselves and each of our and each of our heirs, executors, and administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 10th day of January, 1974.

WHEREAS, by a certain mortgage from Mark F. Cole and Marian M. Cole, wife, to Seabreeze Properties, Inc., dated August 6, 1971, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 57 folio 427, the Mortgagors became indebted unto the Mortgagee; and

WHEREAS, Vachel A. Downes, Jr., is the attorney named in said mortgage for purposes of collection and foreclosure;

WHEREAS, the above bounden, Vachel A. Downes, Jr., Attorney Named In Mortgage, is about to execute the power of sale contained in the above described mortgage by making sale of the property described in, granted and conveyed by the said mortgage, default having occurred in the terms, conditions and covenants of the said mortgage by the reason of the non-payment of the principal mortgage debt named in said mortgage and by reason of the non-payment of the interest covenants to be paid upon the said principal mortgage indebtedness by the terms of said mortgage at the times therein provided for the payment.

Now the condition of the above obligation is such, that if the above bounden, Vachel A. Downes, Jr., does and shall will and faithfully abide by and fulfill any Order or Decree which shall be made by any Court of Equity in relation to the sale of the said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise, to be and remain in full force and virtue in law.

SIGNED, SEALED AND DELIVERED IN
THE PRESENCE OF

Clerk of the Circuit Court for
Queen Anne's County

(SEAL)

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 10th day of January, Nineteen Hundred and Seventy-Four.

I HEREBY CERTIFY, that the aforegoing is truly taken and copied out from Liber C.W.C. No. 1, folio 538, a Bond Record Book for Queen Anne's County.

By: _____

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

LIBER 8 265

LIBER 8 266

5

VACHEL A. DOWNES, JR., ATTORNEY NAMED IN MORTGAGE

VS.

EARL F. COLE
MARIAN M. COLE

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY NO. 5508

* * * * * * * * * * * * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Vachel A. Downes, Jr., Attorney Named in Mortgage, in the proceedings in said cause above mentioned, respectfully shows that after giving bond with approved security for the faithful discharge of his duties, as prescribed by law, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Bay Times, a newspaper printed and published in Queen Anne's County, Maryland, for more than four (4) consecutive weeks preceding the day of sale; the said attorney named in mortgage, Vachel A. Downes, Jr., did, pursuant to said notice, on Monday, February 11th, 1974, at 10:00 o'clock, a.m., in front of the Courthouse Door, then and there sell at public auction to the highest bidder the fee simple property mentioned and described in the advertisement of sale; said property so offered being thereby sold unto Seabreeze Properties, Inc., a body corporate of the State of Maryland, at and for the sum of $600.00, which price was the highest amount bid for said property.

This Report of Sale states that the amount of sale is $600.00.

Respectfully submitted,

Vachel A. Downes, Jr.
Vachel A. Downes, Jr.
Attorney Named in Mortgage

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S to wit:

I HEREBY CERTIFY, that on this 19th day of February, 1974, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Vachel A. Downes, Jr., Attorney Named in Mortgage, and he did make oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct to the best of his knowledge, information and belief, and that such sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Jean D. S. Cunningham
NOTARY PUBLIC

My Commission Expires: July 1, 1974

Filed Feb. 19, 1974 LIBER 8 267

LIBER 8 268

6

ORDER NISI ON SALE

Vachel A. Downes, Jr., Attorney Named In Mortgage vs. Earl F. Cole Marian M. Cole	In the Circuit Court for Queen Anne's County In Equity Cause No. 5508

ORDERED, this 19th day of February, 19 74, that the sale of the real property, made and reported in this cause by Vachel A. Downes, Jr., Attorney named in mortgage, be ratified and confirmed, on or after the 22nd day of March, 19 74, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 15th day of March, 1974.

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

Charles W. Cecil Clerk

Filed February 19, 1974

VACHEL A. DOWNES, JR., ATTORNEY NAMED IN MORTGAGE

VS.

7 EARL F. COLE
MARIAN M. COLE

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY NO. 5508

* * * * * * * * * * * * * * * * * * * *

AFFIDAVIT

The undersigned, purchaser of the property of or formerly of Earl F. Cole and Marian M. Cole, his wife, sold at public auction on the 11th day of February, 1974, does hereby make oath in due form of law (a) that the property was purchased by Judith C. Conley, as agent for Seabreeze Properties, Inc., and (b) that the undersigned did not directly or indirectly discourage anyone from bidding for said property.

AS WITNESS my hand this 21st day of February, 1974.

Judith C Conley
Judith C. Conley
Agent for Seabreeze Properties, Inc., Purchaser

Subscribed and Sworn to before me, the undersigned, a Notary Public of Queen Anne's County, State of Maryland, this 21st day of February, 1974.

AS WITNESS my hand and Notarial Seal.

Beverly M. Ringgold
NOTARY PUBLIC

My Commission Expires: July 1, 1974

FILED Feb 21, 1974

AFFIDAVIT BY AUCTIONEER

8 I HEREBY CERTIFY, that on this 20th day of February, 1974, that the undersigned, did sell at public sale the lands of Earl F. Cole, et.ux., known as Lot 28, Block A, Cloverfields Subdivision unto Seabreeze Properties, Inc., at and for the sum of $600.00 and I do further certify that this sale was fairly made.

Joseph A. Jackson, Jr.
Joseph A. Jackson, Jr., Auctioneer

Subscribed and Sworn to before me, the undersigned, a Notary Public of the State of Maryland, in and for Queen Anne's County, this 20 day of February, 1974.

AS WITNESS my hand and Notarial Seal.

Elizabeth Dulin
NOTARY PUBLIC

FILED Feb 21, 1974 My Commission Expires: July 1, 1974

LIBER 8 270

9

ORDER NISI ON SALE

VACHEL A. DOWNES, Jr., Attorney named in Mortgage
vs.
EARL F. COLE
MARIAN M. COLE, wife
3531 Hortense Avenue
Brooklyn Park, Maryland 21225

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

Cause No. 5508

ORDERED, this 18th day of March, 19 74, that the sale of the real property, made and reported in this cause by Vachel A. Downes, Jr., Attorney named in Mortgage, be ratified and confirmed, on or after the 18th day of April, 19 74, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 11th day of April, 19 74.

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

Charles W. Cecil Clerk

Filed March 18, 1974

MORTGAGE SALE OF DESIRABLE LOT

Under and by virtue of the power of sale contained in a mortgage from Earl F. Cole and Marian M. Cole, his wife, to Seabreeze Properties, Inc., dated August 6, 1971, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 57 folio 437, wherein Vachel A. Downes, Jr., was the Attorney Named in the Mortgage for purpose of collection by foreclosure or, otherwise, default having occurred in the terms of said mortgage, the undersigned Assignee will offer at the public auction to the highest bidder on

MONDAY, FEBRUARY 11, 1974

at 10:00 o'clock, a.m. (DST) in front of the Courthouse Door in the Town of Centreville, Queen Anne's County, Maryland, all the following described real estate, to wit:

ALL that lot or parcel of land situated, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, set forth and shown on a plat entitled, "Cloverfields, Plat 5," by Purdum and Jeschke, registered engineers and land surveyors, dated the 17th day of March, 1959, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 47 folio 57, said lot being known and designated thereon as Lot No. 28, Block A, Cloverfields.

SUBJECT to the restrictive covenants and conditions of record prior hereto.

TERMS OF SALE: A deposit of 20 percent of the purchase money will be required in cash or by certified or cashier's check on day of sale, or the full purchase price in cash or by certified or cashier's check on day of sale at the option of Purchaser. Any unpaid balance of the purchase money is to be secured by a note of the purchaser bearing interest from day of sale at 6 per cent, which balance shall be paid within 10 days after final ratification of the sale by the Court.

Taxes to be adjusted to the date of final settlement. All expenses of transfer, including recording costs, recordation or revenue stamps, transfer taxes, preparation of deed, etc., to be at purchaser's expense. Possession to be given upon final settlement.

Vachel A. Downes, Jr.
Attorney Named in Mortgage

Joseph A. Jackson, Jr.
Auctioneer

10-17-4T

LIBER 8 272

10

The Bay Times

P.O. Box 44, Stevensville, Md. 21666 Mar. 15, 1974

THE BAY TIMES, a body corporate, does hereby certify that the mortgage sale

in the case/estate of Downes vs. Cole.

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 8th day of Feb., 1974, and that the first insertion of said advertisement in said BAY TIMES was on the 17th day of Jan., 1974, and the last insertion on the 7th day of Feb., 1974.

THE BAY TIMES

By Louise R. Pruse

FILED Mar 19, 1974

LAW OFFICES
VACHEL A. DOWNES, JR.
QUEEN ANNE'S BUILDING
115 LAWYERS ROW
CENTREVILLE, MARYLAND 21617
TELEPHONE 758-0680

March 19, 1974

Mr. Charles W. Cecil, Clerk
Court House
Centreville, Maryland 21617

Re: Chancery 5508
Downes vs. Cole

Dear Mr. Cecil:

The Bay Times erred in its publication of the order nisi in the above, and the order nisi will have to be re-issued and re-published. Please transmit to the Bay Times as promptly as possible.

Very truly yours,

Vachel A. Downes, Jr.

VADjr/clh

cc: Seabreeze Properties, Inc.
749 Equitable Building
Baltimore, Maryland 21202

ORDER NISI
ON SALE

VACHEL A. DOWNES, Jr., Attorney named in Mortgage vs. EARL F. COLE MARIAN M. COLE, wife 3531 Hortense Avenue, Brooklyn Park, Maryland 21225.

In the Circuit Court for Queen Anne's County In Equity Cause No. 5503.

ORDERED, this 18th day of March, 1974, that the sale of the real property, made and reported in this cause by Vachel A. Downes, Jr., Attorney named in Mortgage, be ratified and confirmed, on or after the 18th day of April, 1974, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once, in each of three successive weeks before the 11th day of April, 1974.

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

CHARLES W. CECIL, clerk

Filed March 18, 1974
3-21- 3-t

LIBER 8 274

The Bay Times

P.O. Box 44, Stevensville, Md. 21666 April 26, 1974

THE BAY TIMES, a body corporate, does hereby certify that the Order Nisi

in the case/estate of

Sale — Earl F. Cole & Marian M. Cole

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 5 day of April, 1974, and that the first insertion of said advertisement in said BAY TIMES was on the 21 day of March, 1974, and the last insertion on the 4 day of April, 1974

THE BAY TIMES

By Irene Price

Filed April 29, 1974

VACHEL A. DOWNES, JR., ATTORNEY NAMED IN MORTGAGE

VS.

EARL F. COLE
MARIAN M. COLE

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY NO. 5508

12

* * * * * * * * * * * * *

FINAL ORDER OF RATIFICATION

Upon the aforegoing Report of Sale and Affidavit, it is ORDERED this 1st day of May, 1974, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of said Court, that the sale made by Vachel A. Downes, Jr., Attorney Named in Mortgage, on the 11th day of February, 1974, reported to this Court, be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although notice appears to have been given as directed by the preceding Order NiSi; and the said Vachel A. Downes, Jr., Attorney Named in Mortgage, is allowed the usual commissions under Rule of this Court and such proper expenses as he shall produce vouchers for to the auditors.

B. Harlett Turner Jr.
JUDGE

FILED May 1, 1974

13

VACHEL A. DOWNES, JR.
Centreville, Maryland 21617

vs

EARL F. COLE and
MARIAN M. COLE
3531 Hortense Avenue
Brooklyn Park, Maryland 21225

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5508

TO THE HONORABLE, THE JUDGES 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 Vachel A. Downes, Jr., Attorney named in the Mortgage, wherein it appears that the proceeds of sale are insufficient to pay the expenses of the sale and the mortgage debt. Seabreeze Properties, Inc., received the sum of $162.47.

2. That in the within account, Vachel A. Downes, Attorney named in Mortgage and vendor, is charged with the proceeds of sale made by him, and he is allowed thereafter a sum for commissions, and fee per terms of mortgage, 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, the costs of the 1973-1974 State and County Taxes, the fee and expenses of your auditor, and the balance was credited toward the mortgage indebtedness.

Respectfully submitted,

J. Thomas Clark
Auditor

May 2, 1974

Cause No. 5508

The proceeds of the sale of land reported in this cause, in account with Vachel A. Downes, Jr., Assignee, of the mortgage forclosed in these proceedings (and vendor of said land)

Cr.

1974
Feb. 11 By gross proceeds of the sale of said land, per report of said vendor, to wit: ---------- $600.00

Dr.

To Vachel A. Downes, Jr., Assignee and vendor, per terms of mortgage, fee for services ----------	$100.00	
Commissions for making sale ----------	60.00	$160.00
To do., for an amount paid Charles W. Cecil, Clerk, for advanced court costs, per receipt exhibited, to wit: ----------		25.00
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 ---	$ 63.00	
2. Appearance of Vachel A. Downes, Jr., Attorney----------	10.00	73.00
To do., for amount paid U.S. Post Office for mailing letter by Registered Mail ----------		2.06
To do., for amount due Bay Times, per statement exhibited, to wit:		
1. Advertising sale ----------	$ 65.61	
2. Order Nisi ----------	12.00	77.61
To do., for amount due Joseph A. Jackson, Jr., Auctioneer, for fee for crying sale ----------		25.00
To do., for amount due W. M. Freestate Agency for Trustee's bond, to wit:----------		10.00
To do., for amount paid Oscar A. Schult, Treasurer, for State and County taxes for 1973-1974, to wit:----------		14.86

May 2, 1974

J Thomas Clark
Auditor

LIBER 8 278

To J. Thomas Clark, Auditor, as follows:			
1. Fee for stating audit	$45.00		
2. Expenses involved in stating audit and notifying parties	5.00	$150.00	
To Seabreeze Properties, Inc.		$162.47	
		$600.00	$600.00

May 2, 1974

J. Thomas Clark
Auditor

FILED May 2, 1974

VACHEL A. DOWNES, JR.
Centreville, Maryland 21617

vs

EARL F. COLE and
MARIAN M. COLE
3531 Hortense Avenue
Brooklyn Park, Maryland 21225

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO.5508

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on May 2, 1974, the date the audit in the above entitled cause was filed in this Court, that he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

Vachel A. Downes, Jr., Esquire
Attorney named in mortgage
Centreville, Maryland 21617

Seabreeze Properties, Inc.
204 Heaver Plaza
1301 York Road
Lutherville, Maryland 21093

Earl F. Cole and Marian M. Cole
3531 Hortense Avenue
Brooklyn Park, Maryland 21225

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 Rukes of Procedure, notify each of them that said account was filed on May 2, 1974, with the Clerk of the Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before May 17, 1974, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on May 20, 1974.

J. Thomas Clark
J. Thomas Clark, Auditor

FILED May 2, 1974

LIBER 8 280

NISI RATIFICATION OF AUDIT

15/

VACHEL A. DOWNES, Jr., Attorney
Named in Mortgage

vs.

Earl F. Cole and~~xxx~~
Marian M. Cole, wf

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

Cause No. 5508

ORDERED, this 2nd day of May, 19 74, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 20th day of May, 19 74, 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. ~~provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the ========== day of ==========, 19====~~

Charles W Cecil Clerk

Filed May 2, 1974

VACHEL A. DOWNES, Jr., Attorney Named In Mortgage vs EARL F. COLE MARIAN M. COLE, wife	)))))))))	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Cause No. 5508

16

FINAL RATIFICATION OF AUDIT

ORDERED, by the Court that the account of the Auditor is finally ratified and confirmed, and Vachel A. Downes, Jr., Attorney named in Mortgage, is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Dated: May 20, 1974.

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

17

LIBER 8 282

VACHEL A. DOWNES, JR.

vs.

EARL F. COLE
MARIAN M. COLE

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5508

AFFIDAVIT

I HEREBY CERTIFY that on this 17th day of January, 1974, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Vachel A. Downes, Jr., Attorney Named In Mortgage, and made oath in due form of law that registered mail notice of the time, place and terms of sale in this cause were duly served by registered mail on Earl F. Cole and Marian M. Cole, wife, as prescribed by Rule W 74 2 (b) of the Maryland Rules of Procedure.

Judith C. Conley
NOTARY PUBLIC

My Commission Expires: 7-1-7

FILED June 10, 1974

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Fourth Day of June in the year nineteen hundred and sixty-three, the following Petition for decree for sale of mortgaged property was brought to be recorded, to wit:

PETITION FOR FORECLOSURE

SAMUEL J. AARON and REBECCA AARON, his wife *VS.* DAVID M. NICHOLS and OLIVE J. NICHOLS, his wife, THE BRIDGESIDE COMPANY, a body corporate ~~and CHESTER BEACH, INC., a body corporate~~	**IN THE** **CIRCUIT COURT** FOR ~~OF~~ Queen Anne's County ~~BALTIMORE CITY~~

To The Honorable, the Judge of said Court:

The petition of the plaintiff s respectfully represent

That on the 7th **day of** January **A. D.** 1959 **the defendant executed and delivered to** Samuel J. Aaron and Rebecca Aaron, his wife **a mortgage upon certain** fee simple **property in** ~~the City of Baltimore,~~ Queen Anne's County **therein described, to secure the payment of the mortgage debt of $** 30,000.00 **and interest as therein mentioned, wherein said mortgagor s assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.**

Whereas a default has occurred in the covenants and conditions of said mortgage recorded in Liber T.S.P. No. 45 Folio 419.

And your petitioners pray that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

Samuel J. Aaron
110 E. Lexington St.
Baltimore 2, Md.
Attorney for Plaintiff s

Filed June 4, 1963

2

SAMUEL J. AARON and REBECCA AARON, his wife	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
DAVID M. NICHOLS and OLIVE J. NICHOLS, his wife, THE BRIDGESIDE COMPANY, a body corporate and CHESTER BEACH, INC., a body corporate	*	QUEEN ANNE'S COUNTY
	*	
	*	

* * * * * *

PETITIONER'S EXHIBIT NO. 1

Filed June 4, 1963

#41, 789

RECEIVED FOR RECORD Jan. 9, 1959 LIBER 45 PAGE 219

MORTGAGE FEE—CITY OR COUNTY Form 16.

THIS MORTGAGE, Made this 7th day of JANUARY

in the year nineteen hundred and FIFTY-NINE by and between DAVID M. NICHOLS and OLIVE J. NICHOLS, his wife, THE BRIDGESIDE COMPANY, a body corporate, and CHESTER BEACH, INC., a body corporate,

Mortgagors of the City of Baltimore, in the State of Maryland, of the first part, and

SAMUEL J. AARON and REBECCA AARON, his wife, , Mortgagees , of the second part:

Whereas, the Mortgagees have this day loaned and advanced unto the Mortgagors, the sum of Thirty Thousand ($30,000.00) Dollars, which Mortgagors acknowledge receipt of, and which the Mortgagors agree to repay in full at the end of ten (10) months, from date hereof, together with interest at the rate of six (6%) per cent per annum, and

WHEREAS, to better secure the payment of the principal and interest as they mature and as a condition precedent, these presents are executed.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said David M. Nichols and Olive J. Nichols, his wife, The Bridgeside Company, and Chester Beach, Inc.,

do grant and convey unto Samuel J. Aaron and Rebecca Aaron, his wife, their heirs and assigns, in fee simple, all those lots or parcels of ground situate and lying in the County of Queen Anne's, Maryland aforesaid, and described as follows, to wit:—~~Beginning for~~

BEING all those lots or parcels of land situate, lying and being on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland, and being known and designated as Lots Nos. 3, 4, 5, 6, Block 25, and Lots Nos. 6, 7, 8, 9, Block 24, and more particularly set forth and described on a Plat entitled "Bay City", Section Two, by Purdum & Jeschke, registered surveyors, dated October 17, 1958, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 43 Folio 306.

BEING ~~part of the properties~~ which by Deed dated May 29, 1952, and recorded among the Land Records of Queen Anne's County In Liber T.S.P. No. 5, folio 126, was granted and conveyed by Robert F. Podlich, single, to The Bridgeside Company, one of the within Mortgagors.

THE SECOND THEREOF, being all those lots or parcels of land situate, lying and being on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland, being known and designated as Lots Nos. 7 and 13, Block G, Lot No. 6, Block F, Lot No. 39, Block D, Lot No. 21, Block E, Lot No. 3, Block I, Lots Nos. 11, 12, 13, 22, 23, 24, 25, Block H, of Harborview, Queen Anne's County, Maryland, development of Chester Beach, Inc., as shown on a Plat thereof entitled "Harborview", by William D. Purdum, Surveyor, dated August 6, 1952, and recorded among the Land Records of Queen Anne's County, in Liber T.S.P.No. 6, Folio 26.

BEING part of the properties which by Deed dated December 23, 1952, and recorded among the Land Records of Queen Anne's County in Liber T.S.P.No. 8, Folio 205, was granted and conveyed by Chester Beach, Inc., to David M.Nichols and Olive J. Nichols, his wife, two of the within Mortgagors.

BEING all those lots or parcels of land situate, lying and being on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland, and being known and designated as Lots Nos. 3 and 4, Block One, and Lot No. 11, Block 8, and more particularly set forth and described on a Plat entitled "Bay City", Section One, by William D. Purdum, registered surveyor, dated July 30, 1952 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 5 Folio 486.

BEING part of the properties which by Deed dated May 29, 1952, and recorded among the Land Records of Queen Anne's County in Liber T.S.P.No. 5, Folio 126, was granted and conveyed by Robert F. Podlich, single, to The Bridgeside Company, one of the within Mortgagors.

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

To Have and To Hold the aforesaid parcels of ground and premises unto and to the proper use and benefit of Samuel J. Aaron and Rebecca Aaron, his wife, their heirs and assigns, forever.

Provided, that if the said David M. Nichols and Olive J. Nichols, his wife, The Bridgeside Company and Chester Beach, Inc., their

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Thirty Thousand ($30,000.00) dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagors hereby also authorize the said Mortgagees, their personal representatives, or assigns, or their duly authorized Attorney or Agent

of the said Mortgagees, their personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of Five Hundred ($500.00) Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagees, their executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagors for itself, themselves/ their successors, heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagors for itself, themselves/ their successors, heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagees, their personal representatives or assigns, or Samuel J. Aaron, their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And it is agreed that, until default be made in the premises, the said parties of the first part, their executors, administrators or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable. Mortgagor shall pay in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said parties of the first part covenant to pay when legally payable.

LIBER 45 PAGE 421

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Thirty Thousand ($30,000.00) dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagees, their executors, administrators or assigns, to the extent of their lien or claim hereunder.

Witness the hands and seals of said Mortgagors and witness the [illegible] of The Bridgeside Company, by David M. Nichols, President and witness the [illegible] Chester Beach, Inc., by David M. Nichols, President, attested by its corporate seals.

TEST:

Rose T. Kilmer

CHESTER BEACH, INC.

By David M. Nichols [SEAL]
David M. Nichols, President

THE BRIDGESIDE COMPANY

By David M. Nichols [SEAL]
David M. Nichols, President

David M. Nichols [SEAL]

Olive J. Nichols [SEAL]

State of Maryland, CITY OF BALTIMORE, ss:

I Hereby Certify, that on this 7th day of January in the year one thousand nine hundred and fifty-nine before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared David M. Nichols and Olive J. Nichols, his wife, and David M. Nichols, President of The Bridgeside Company and David M. Nichols, President of Chester Beach, Inc., the Mortgagors named in the foregoing Mortgage, and they each acknowledged the foregoing Mortgage to be their act and the act of the respective corporations, David M. Nichols, President, on behalf of Chester Beach, Inc., acknowledged the mortgage to be the act and [illegible] respective corporations and that he is authorized to make this affidavit and [illegible] appeared Samuel J. Aaron and Rebecca Aaron, his wife, and made oath in due form [illegible] consideration set forth in said Mortgage, is true and bona fide as therein set forth.

[illegible] my hand and Notarial Seal.

Filed Jan 4. 1963

Rose T. Kilmer

LIBER 8 PAGE 287

41.789 no recording

PAID 3.00

MORTGAGE

FROM

DAVID M. NICHOLS and
OLIVE J. NICHOLS, his wife, and
THE BRIDGESIDE COMPANY, and
CHESTER BEACH, INC.,
TO

SAMUEL J. AARON and

REBECCA AARON, his wife
110 East Lexington St.
Baltimore 2, Md.

BLOCK NO.

Received for Record Jan. 19, 1959,
at o'clock M. Same day recorded
in Liber T.S.P. No. 45 Folio 419 &c.,
Land Records of Queen
Anne's County
and examined per
T. Soden Pippin, Clerk.
Cost of Record, $ 10.00
33.00
$3.00 pd.

The Daily Record Co., Baltimore, Md.

LIBER 8 PAGE 288

STATEMENT OF MORTGAGE CLAIM

SAMUEL J. AARON and REBECCA AARON, his wife

vs.

DAVID M. NICHOLS and OLIVE J. NICHOLS, his wife; THE BRIDGESIDE COMPANY, a body corporate and CHESTER BEACH, INC., a body corporate

IN THE

CIRCUIT COURT

for

~~the~~

Queen Anne's County

~~BALTIMORE CITY~~

STATEMENT OF MORTGAGE DEBT

1/7/59 - Mortgage		$30,000.00
Paid on Account:		
7/15/59 -	$1170.13	
8/4/59 -	1462.50	
1/12/60 -	700.00	
6/22/60 -	236.00	
6/22/60 -	1264.00	
1/5/61 Value of three lots- Credit	3000.00	
Credit should have been $300.00		7,832.63
		$ 22,167.37
Interest from 1/7/59 to 1/7/60		1,650.00
Interest from 1/7/60 to 1/7/61		1,500.00
Interest from 1/7/61 to 7/7/61		690.00
Balance due		$ 26,007.37

Interest due from 7/7/61

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 5th day of April, in the year nineteen hundred and sixty-three before me, a Notary Public of the State of Maryland, in and for ~~the City of Baltimore~~ Anne Arundel County, personally appeared Samuel J. Aaron on his behalf and on behalf of Rebecca Aaron, his wife,

the plaintiffs in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal,

Alma Virginia Jenkins
Notary Public.

Filed June 4, 1963

LIBER 8 PAGE 290

Military Affidavit under Soldiers' and Sailors' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

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SAMUEL J. AARON and REBECCA AARON, his wife

vs.

DAVID M. NICHOLS and OLIVE J. NICHOLS, his wife, THE BRIDGESIDE COMPANY, a body corporate and CHESTER BEACH, INC., a body corporate

IN THE

CIRCUIT COURT

for ~~xOFx~~ Queen Anne's County ~~BALTIMORE xCITY~~

Docket ..... Folio .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared Samuel J. Aaron

and made oath in due form of law that he (~~she~~) knows the defendant herein, and that to the best of his (~~her~~) information, knowledge and belief

(1) said defendant is not in the military service of the United States,

(2) said defendant is not in the military service of any nation allied with the United States,

(3) said defendant has not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,

(4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

Samuel J. Aaron
Affiant.
Samuel J. Aaron

Subscribed and sworn to before me this 5th day of April, 19 63

Alma Virginia Jenkins
Notary Public
Alma Virginia Jenkins

Filed June 4, 1963

#41,789 LIBER 45 PAGE 419

RECEIVED FOR RECORD Jan. 19, 1959

MORTGAGE FEE-CITY OR COUNTY-Form 16.

Six-Five Dollar Fifty Cent
Recordation Tax Stamps.
Endorsed VAD

THIS MORTGAGE, Made this 7th day of JANUARY in the year nineteen hundred and FIFTY-NINE by and between DAVID M. NICHOLS and OLIVE J. NICHOLS, his wife, THE BRIDGESIDE COMPANY, a body corporate, and CHESTER BEACH, INC., a body corporate, Mortgagors of the City of Baltimore, in the State of Maryland, of the first part, and SAMUEL J. AARON and REBECCA AARON, his wife, , Mortgagees, of the second part:

WHEREAS, the Mortgagees have this day loaned and advanced unto the Mortgagors, the sum of Thirty Thousand ($30,000.00) Dollars, which Mortgagors acknowledge receipt of, and which the Mortgagors agree to repay in full at the end of ten (10) months, from date hereof, together with interest at the rate of six (6%) per cent per annum, and

WHEREAS, to better secure the payment of the principal and interest as they mature and as a condition precedent, these presents are executed.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of One Dollar, the said David M. Nichols and Olive J. Nichols, his wife, The Bridgeside Company, and Chester Beach, Inc., do grant and convey unto Samuel J. Aaron and Rebecca Aaron, his wife, their heirs and assigns, in fee simple, all those lots or parcels of ground situate and lying in the County of Queen Anne's, Maryland aforesaid, and described as follows, to wit:-
BEING all those lots or parcels of land situate, lying and being on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland, and being known and designated as Lots Nos. 3, 4, 5, 6, Block 25, and Lots Nos. 6, 7, 8, 9, Block 24, and more particularly set forth and described on a Plat entitled "Bay City", Section Two, by Purdum & Jeschke, registered surveyors, dated October 17, 1958, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 43 Folio 306.

BEING part of the properties which by Deed dated May 29, 1952, and recorded among the Land Records of Queen Anne's County In Liber T.S.P. No. 5, folio 126, was granted and conveyed by Robert F. Podlich, single, to The Bridgeside Company, one of the within Mortgagors.

THE SECOND THEREOF, being all those lots or parcels of land situate, lying and being on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland, being known and designated as Lots Nos. 7 and 13, Block G, Lot No. 6, Block F, Lot No. 39, Block D, Lot No. 21, Block E, Lot No. 3, Block I, Lots Nos. 11, 12, 13, 22, 23, 24, 25, Block H, of Harborview, Queen Anne's County, Maryland, a development of Chester Beach, Inc., as shown on a Plat thereof entitled "Harborview", by William D. Purdum, Surveyor, dated August 6, 1952, and recorded among the Land Records of Queen Anne's County, in Liber T.S.P. No. 6, Folio 26.

BEING part of the properties which by Deed dated December 23, 1952, and recorded among the Land Records of Queen Anne's County in Liber

T.S.P. No. 8, Folio 205, was granted and conveyed by Chester Beach, Inc., to David M. Nichols and Olive J. Nichols, his wife, two of the within Mortgagors.

BEING all those lots or parcels of land situate, lying and being on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland, and being known and designated as Lots Nos. 3 and 4, Block One, and Lot No. 11, Block 8, and more particularly set forth and described on a Plat entitled "Bay City" Section One, by William D. Purdum, registered surveyor, dated July 30, 1952 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 5 Folio 486.

BEING part of the properties which by Deed dated May 29, 1952, and recorded among the Land Records of Queen Anne's County in Liber T.S. P. No. 5, Folio 126, was granted and conveyed by Robert F. Podlich, single, to The Bridgeside Company, one of the within Mortgagors.

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

TO HAVE AND TO HOLD the aforesaid parcels of ground and premises unto and to the proper use and benefit of Samuel J. Aaron and Rebecca Aaron, his wife, their heirs and assigns, forever.

PROVIDED, that if the said David M. Nichols and Olive J. Nichols, his wife, The Bridgeside Company and Chester Beach, Inc., their executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Thirty Thousand ($30,000.00) dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

AND the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagors hereby also authorize the said Mortgagees, their personal representatives, or assigns, or their duly authorized Attorney or Agent of the said Mortgagees, their personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of Five Hundred ($500.00) Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagees, their executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagors for itself, themselves their suc-

STATE OF MARYLAND, CITY OF BALTIMORE , ss:

I Hereby Certify, that on this 7th day of January in the year one thousand nine hundred and fifty-nine before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared David M. Nichols and Olive J. Nichols, his wife, and David M. Nichols, President of The Bridgeside Company and David M. Nichols, President of Chester Beach, Inc., the Mortgagors named in the foregoing Mortgage, and they each acknowledged the foregoing Mortgage to be their act and the act of the respective corporations, David M. Nichols, President on behalf of Chester Beach Inc., acknowledged the mortgage to be the act and deed of the respective corporations and that he is authorized to make this affidavid and at the same time appeared Samuel J. Aaron and Rebecca Aaron, his wife, and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

Notary Public Seal.

ROSE T. KILMER
Rose T. Kilmer, Notary Public

Partial Release of above Mortgage is recorded in Liber T.S.P. No. 49, folio 367, a Land Record for Queen Anne's County.

Partial Release of above Mortgage is recorded in Liber T.S.P. No. 50, folio 235, a Land Record Book for Queen Anne's County.

Partial Release of above Mortgage is recorded in Liber T.S.P. No. 52, folio 193, a Land Record Book for Queen Anne's County.

Partial Release of above Mortgage is recorded in Liber T.S.P. No. 53, folio 143, a Land Record Book for Queen Anne's County.

Partial Release of above Mortgage is recorded in Liber T.S.P. No. 55, folio 319, a Land Record Book for Queen Anne's County.

Partial Release of above Mortgage is recorded in Liber T.S.P. No. 55, folio 321, a Land Record Book for Queen Anne's County.

Partial Release of above Mortgage is recorded in Liber T.S.P. No. 55, folio 408, a Land Record Book for Queen Anne's County.

Partial Release of above Mortgage is recorded in Liber T.S.P. No. 57, folio 124, a Land Record Book of Queen Anne's County.

Partial Release of above Mortgage is recorded in Liber T.S.P. No. 58, folio 519, a Land Record Book for Queen Anne's County.

Partial Release of above Mortgage is recorded in Liber T.S.P. No. 58, folio 520, a Land Record Book for Queen Anne's County.

Partial Release of above Mortgage is recorded in Liber T.S.P. No. 59, folio 127, a Land Record Book for Queen Anne's County.

Partial Release of above Mortgage is recorded in Liber T.S.P. No. 67, folio 419, a Land Record Book for Queen Anne's County.

cessors, heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, princpal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagors for itself, themselves their successors, heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagees, their personal representatives or assigns, or Samuel J. Aaron, their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND it is agreed that, until default be made in the premises, the said parties of the first part, their executors, administrators or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable. Mortgagor shall pay in the meantime all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assesements the said parties of the first part covenant to pay when legally payable.

AND the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Thirty Thousand ($30,000.00) dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagees, their executors, administrators or assigns, to the extent of their lien or claim hereunder.

WITNESS the hands and seals of said Mortgagors and witness the signature of The Bridgeside Company, by David M. Nichols, President and witness the signature of Chester Beach, Inc., by David M. Nichols, President, attested by its corporate seals.

TEST:	CHESTER BEACH INC.
Corporate Seal	By DAVID M. NICHOLS (SEAL) David M. Nichols, President
Corporate Seal	THE BRIDGESIDE COMPANY
ROSE T. KILMER Rose T. Kilmer	By DAVID M. NICHOLS (SEAL) David M. Nichols, President
	DAVID M. NICHOLS (SEAL) David M. Nichols
	OLIVE J. NICHOLS (SEAL) Olive J. Nichols

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. 45, folio 419, 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 5th day of June in the year nineteen hundred and sixty-three.

Charles W. Cecil
Clerk

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DECREE FOR SALE OF MORTGAGE PREMISES

SAMUEL J. AARON and REBECCA AARON, his wife

vs.

DAVID M. NICHOLS and OLIVE J. NICHOLS, his wife, THE BRIDGESIDE COMPANY, a body corporate and CHESTER BEACH, INC., a body corporate

IN THE

CIRCUIT COURT

for

~~for~~ Queen Anne's County ~~BALTIMORE CITY~~

TERM, 19

The Petition and Exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It, is, Thereupon, This 6th day of June, in the year nineteen hundred and sixty-one, by the Circuit Court for Queen Anne's ~~of Baltimore City~~, Co., **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Samuel J. Aaron be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of One Thousand - - - - - - - Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in ~~such daily~~ Queen Anne's County newspaper or newspapers published in ~~the City of Baltimore~~, as he shall think proper, of the time, place, manner and terms of sale, which shall be one-third cash, the balance in six and twelve months [or all cash as the purchaser may elect], the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his foreclosure proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs, ~~personal representatives~~ successors or assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

If the sale be to a purchaser other than the mortgagees and the purchase price be more than One Thousand Dollars, then the Trustee shall file an additional bond in a penalty equal to such excess.

Filed June 6, 1963

Thos. H. Gilbert Jr.
Judge

REPORT OF SALE

SAMUEL J. AARON and REBECCA AARON, his wife *vs.* DAVID M. NICHOLS and OLIVE J. NICHOLS, his wife, et al	IN THE **CIRCUIT COURT** FOR ~~OF~~ QUEEN ANNE'S COUNTY ~~BALTIMORE CITY~~

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To The Honorable Judge of the Circuit Court ~~of Baltimore City~~ for Queen Anne's County:

The Report of Sale of Samuel J. Aaron,

Trustee appointed by the decree in the above entitled cause, to make sale of Lot 11, Block 8, Section 1, Bay City; Lot 39, Block D, Harbor View; Lot 3, Block I, Harbor View & Lots 22, 23, 24 & 25, Block H, Harbor View

in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in

Queen Anne Record

a weekly ~~daily~~ newspaper published in ~~Baltimore City~~ Queen Anne's County for more than three successive weeks preceding the day of sale, said Trustee Samuel J. Aaron did pursuant to said notice on Wednesday the 10th day of July, 19 63 at 10 o'clock M. attend on the premises and then and there sold

Lot 11, Block 8, Section 1, Bay City; Lot 39, Block D, Harbor View; Lot 3, Block I, Harbor View and Lots 22, 23, 24 & 25, Block H, Harbor View, to The Lexington Corporation, Inc., a body corporate, they being the highest bidder, for the sum of One Hundred Seventy-Five Dollars ($175.00); said property sold at public auction and the sale was conducted diligently and fairly, and the price obtained was the best price obtainable. A copy of the advertisement is attached hereto.

Trustee

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 15th day of July, 19 63 before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County of ~~Baltimore~~ Anne Arundel County aforesaid, personally appeared Samuel J. Aaron,

Trustee, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and Notarial Seal,

Alma Virginia Jenkins, Notary Public.

Filed July 23, 1963

LIBER 8 PAGE 298

Queen Anne's Record-Observer

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Centreville, Md. July 19, 1963

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Trustee's Sale

in the case ~~xxxxx~~ of No. 4556

a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for four successive weeks before the 10 day of July, 1963, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 13 day of June 1963, and the last insertion on the 4 day of July, 1963

THE RECORD-OBSERVER CORPORATION

By Richard E. Hurlock

Filed July 23, 1963

James E. Thompson, Jr.
Attorney at Law
Centreville, Maryland

TRUSTEE'S SALE
OF VALUABLE
REAL ESTATE

Situate on Kent Island, Fourth Election District, Queen Anne's County, Maryland.

The undersigned Trustee, under and by virtue of a decree for the sale of mortgaged premises issued out of the Circuit Court for Queen Anne's County, in Equity No. 4556, will offer at public sale to the highest bidder in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, on

Wednesday, July 10, 1963

at 10:00 A.M. (D.S.T.)

the following described real estate, to wit:

PARCEL NO. 1: All those lots, or parcels of land, situate, lying and being on Kent Island, Fourth Election District, of Queen Anne's County, State of Maryland, and being known and designated as Lots 22, 23, 24, and 25, Block H; Lot No. 3, Block I; and Lot No. 39, Block D of Harbor View of Queen Anne's County, Maryland, a development of Chester River Beach, Inc. as shown on a plat thereof entitled "Harbor View" by William D. Purdum, surveyor, dated August 6, 1952, and recorded among the land records of Queen Anne's County in Liber T.S.P., No. 6, folio 26.

PARCEL NO. 2: All that lot, or parcel of land, situate, lying and being on Kent Island, in the Fourth Election District, Queen Anne's County, State of Maryland, and known and designated as Lot No. 11, Block 8, Section 1, Bay City, as more particularly set forth and described on a plat entitled "Bay City," Section 1 by William D. Purdum, surveyor, dated July 30, 1952, and recorded among the land records of Queen Anne's County in Liber T.S.P. No. 5, folio 486.

TERMS AND CONDITIONS OF SALE: Parcel No. 1 and Parcel No. 2 will be offered for sale separately, and then as one unit, thereafter sold for the best price obtainable. One third of the purchase money shall be paid in cash on the day of sale and the balance on final ratification of sale. Credit payments to bear interest at the rate of 6% per annum from the date of sale and to be secured by note or notes of the purchaser or purchasers endorsed to the satisfaction of the Trustee. Taxes and other public charges will be adjusted to the day of sale and all title papers, and revenue stamps to be at the purchaser's expense. Possession will be given upon final ratification of sale and payment of the purchase price in full.

SAMUEL J. AARON, Trustee
110 E. Lexington Street
Baltimore 2, Maryland

Lee Zalis, Auctioneer

4t-7-4

LIBER 8 PAGE 300

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ORDER NISI ON SALE

Samuel J. Aaron and Rebecca Aaron, his wife
vs.
David M. Nichols and Olive J. Nichols, his wife, The Bridgeside Company, a body corporate and Chester Beach Inc., a body corporate

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

Cause No. 4556

ORDERED, this 23rd. day of July, 19 63, that the sale of the real property, made and reported in this cause by Samuel J. Aaron, Trustee, be ratified and confirmed, on or after the 23rd. day of August, 19 63, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 16th. day of August, 19 63.

The report states the amount of sales to be $ 175.00.

Charles W. Cecil Clerk

Filed July 23, 1963

Order Nisi On Sale

Samuel J. Aaron and Rebecca Aaron, his wife
vs.
David M. Nichols and Olive J. Nichols, his wife, The Bridgeside Company, a body corporate, and Chester Beach, Inc., a body corporate

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

Cause No. 4556

ORDERED, this 23rd day of July, 1963, that the sale of the real property, made and reported in this cause by Samuel J. Aaron, Trustee, be ratified and confirmed, on or after the 23rd day of August, 1963, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 16th day of August, 1963.

The report states the amount of sales to be $175.00.

CHARLES W. CECIL, Clerk

Filed: July 23, 1963

True Copy
Test: CHARLES W. CECIL, Clerk

3t-8-8

10

Queen Anne's Record-Observer

Centreville, Md. November 14, 19 63

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Order Nisi on Sale Cause No. 4556 in the case/~~CASE~~ of Samuel J. Aaron and Rebecca Aaron, his wife vs. David M. Nichols and Olive J. Nichols, his wife, the Bridgeside Company, a body corporate, and Chester Beach, Inc., a body corporate

a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 16 day of August, 19 63, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 25 day of July 19 63 and the last insertion on the 8 day of August, 19 63

THE RECORD-OBSERVER CORPORATION
By Richard E. Hurlock

Filed Nov. 20, 1963

SAMUEL J. AARON and REBECCA AARON, his wife	*	IN THE CIRCUIT COURT FOR
	*	QUEEN ANNE'S COUNTY
vs.	*	
	*	
DAVID M. NICHOLS and OLIVE J. NICHOLS, his wife, et al	*	In Equity No. 4556

* * * * * * * * * * * *

11

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of real estate made in this cause by Samuel J. Aaron, Trustee, unto your Honors respectfully sets forth:

That the fault having occurred in the terms of a mortgage from David M. Nichols and Olive J. Nichols, his wife, The Bridgeside Company, a body corporate, and Chester Beach, Inc., a body corporate, to Samuel J. Aaron and Rebecca Aaron, his wife, dated January 7, 1959, recorded January 19, 1959, in Liber T.S.P., No. 45, folio 419, a Land Record Book for Queen Anne's County. The said Samuel J. Aaron was, upon petition and exhibit, appointed Trustee to make sale of Lot No. 11, Block 8, Section 1, Bay City; Lot No. 39, Block D, Harbor View; Lot No. 3, Block I, Harbor View; and Lots Nos. 22, 23, 24, and 25, Block H, Harbor View, which said lots constituted the remainder of the mortgaged premises, all other lots pledged under the aforesaid mortgage having been previously released by the Mortgagees.

That after advertising the mortgaged real estate for sale in the Queen Anne's Record-Observer, a newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks, before the tenth day of July, 1963, in accordance with the certificate of advertisement heretofore filed in this cause and being marked as Item No. 8 in this file and after filing in this cause his bond to the State of Maryland with corporate surety approved by the Clerk of this Honorable Court, did attend in front of the Court House in the town of Centreville, Queen Anne's County, Maryland, on Wednesday, July 10, 1963, at 10:00 o'clock, A.M. (E.S.T.) and after reading the advertisement and having the auctioneer cry the sale for considerable length of time, did sell said real estate to B. Lexington Corporation, Inc., a body corporate, it being then and there the highest bidder for the sum of One Hundred Seventy-five Dollars ($175.00).

The real estate being so sold as above set forth being more fully described as follows:

PARCEL NO. 1

ALL those lots or parcels of land situate, lying and being on Kent Island, Fourth Election District, Queen Anne's County, State of Maryland, being known and designated as Lots Nos. 22, 23, 24, and 25, Block H; Lot No. 3, Block I; and Lot No. 39, Block D, of Harbor View, Queen Anne's County, Maryland, a development of Chester River Beach, Inc. as shown on the plat thereof entitled "Harbor View", by William D. Purdum, Surveyor, dated

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
TELEPHONE 796

August 6, 1952, and recorded among the Land Records of Queen Anne's County, in Liber T.S.P., No. 6, folio 26.

PARCEL NO. 2

ALL that lot or parcel of land situate, lying and being on Kent Island, Fourth Election District, Queen Anne's County, State of Maryland, and known and designated as Lot No. 11, Block 8, Section 1, Bay City, as more particularly set forth and described on a plat entitled "Bay City", Section 1, by William D. Purdum, Surveyor, dated July 30, 1952, and recorded among the Land Records of Queen Anne's County, in Liber T.S.P., No.5, folio 486.

That the Purchaser has given a check to your Trustee in the amount of One Hundred Seventy-five Dollars ($175.00) and it is believed that it will comply with the other terms of sale upon ratification of the sale by this Court.

That as heretofore stated in this Report the amount of said sale was One Hundred Seventy-five Dollars ($175.00) and your Trustee states that said public auction and sale was conducted diligently and fairly and the price obtained was the best price obtainable for said property.

Respectfully submitted,

Samuel J. Aaron, Trustee

STATE OF MARYLAND)
City)
~~COUNTY~~ OF Baltimore)

TO WIT:

THIS IS TO CERTIFY that on this 2d day of January, 1964, before the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared Samuel J. Aaron, Trustee, and did make 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 said sale was conducted diligently and fairly and that the price obtained for the property was the best obtainable.

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

Notary Public
Alma Virginia Venkirk

My Commission Expires: May 3, 1965

Filed April 16. 1964

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
TELEPHONE 786

12

ORDER NISI ON SALE

Samuel J. Aaron and
Rebecca Aaron, his wife
vs.
David M. Nichols and Olive J. Nichols, his wife, The Bridgeside Company, a body corporate, and Chester Beach, Inc., a body corporate

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 4556

ORDERED, this 16th. day of April, 1964, that the sale of the real property, made and reported in this cause by Samuel J. Aaron, Trustee, be ratified and confirmed, on or after the 18th. day of May, 1964 unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 11th. day of May, 1964.

The report states the amount of sales to be $175.00.

Charles W Cecil Clerk

Filed April 16, 1964

Order Nisi On Sale

Samuel J. Aaron and
Rebecca Aaron, his wife
vs.
David M. Nichols and Olive J. Nichols, his wife, The Bridgeside Company, a body corporate, and Chester Beach, Inc., a body corporate

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

Cause No. 4556

ORDERED, this 16th day of April, 1964, that the sale of the real property, made and reported in this cause by Samuel J. Aaron, Trustee, be ratified and confirmed, on or after the 18th day of May, 1964, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 11th day of May, 1964.

The report state the amount of sales to be $175.00.

CHARLES W. CECIL, Clerk

Filed: April 16, 1964

True Copy

Test: CHARLES W. CECIL, Clerk

3t-5-7

13

Queen Anne's Record-Observer

Centreville, Md. AUGUST 5, 1964

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the ORDER NISI ON SALE

in the case/~~state~~ of SAMUEL J. AARON AND REBECCA AARON, VS. DAVID M. NICHOLS AND OLIVE J. NICHOLS, CAUSE NO. 4556

a true copy of which is annexed hereto, was published in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, in Queen Anne's County, Maryland, once a week for THREE successive weeks before the 11TH day of MAY, 1964, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 23RD day of APRIL 1964, and the last insertion on the 7TH day of MAY, 1964.

THE RECORD-OBSERVER CORPORATION

By Jean P. Stearns

Filed Aug. 7, 1964

LIBER 8 PAGE 303

14

SAMUEL J. AARON and REBECCA AARON, his wife	*	IN THE CIRCUIT COURT FOR
	*	QUEEN ANNE'S COUNTY
vs.	*	
	*	In Equity
DAVID M. NICHOLS and OLIVE J. NICHOLS, his wife, THE BRIDGESIDE COMPANY, a body corporate, and CHESTER BEACH, INC., a body corporate	*	No. 4556

* * * * * * * * * * * * * *

FINAL ORDER OF RATIFICATION

IT IS ORDERED this 10th day of August, 1964 by the Circuit Court for Queen Anne's County, in Equity, that the sale of real estate, made and reported in this cause by Samuel J. Aaron, Trustee, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been given as required by the preceding Order Nisi.

IT IS FURTHER ORDERED that the proceeding in the above cause mentioned be forthwith referred to the regular auditor of this Court for the purpose of stating an audit of the proceeds of said sale; that Samuel J. Aaron, Trustee, be and he is hereby allowed the usual commission allowed by this Court from sale of this real estate and for all expenses, not personal, upon producing said vouchers.

Edward A. S. Preston
JUDGE

Filed Aug. 10. 1964

15

SAMUEL J. AARON and REBECCA AARON, his wife	*	IN THE CIRCUIT COURT FOR
		QUEEN ANNE'S COUNTY
vs.	*	
DAVID M. NICHOLS and OLIVE J. NICHOLS, his wife, THE BRIDGESIDE COMPANY, a body corporate, and CHESTER BEACH, INC., a body corporate	*	Equity No. 4556

* * *

PETITION TO FILE BOND NUNC PRO TUNC

The Trustee, Samuel J. Aaron, made sale of the mortgaged property in the above-entitled case without first filing the required bond.

Said bond is attached hereto with the request that the same be filed nunc pro tunc as of July 9, 1963.

Respectfully submitted,

Samuel J. Aaron
Samuel J. Aaron, Trustee

Filed Dec 4, 1968

16

SAMUEL J. AARON and REBECCA AARON, his wife	*	IN THE CIRCUIT COURT FOR
vs.	*	QUEEN ANNE'S COUNTY
DAVID M. NICHOLS and OLIVE J. NICHOLS, his wife, THE BRIDGESIDE COMPANY, a body corporate, and CHESTER BEACH, INC., a body corporate	* * * *	Equity No. 4556

* * *

ORDER OF COURT

Upon the aforegoing Petition, it is this 4th day of December, 1968, by the Circuit Court for Queen Anne's County, ORDERED, that the bond of Samuel J. Aaron and The Aetna Casualty and Surety Company in the amount of One Thousand Dollars ($1,000.00) be filed in the above-entitled case as of July 9, 1963, nunc pro tunc.

B. Hackett Turner Jr.
JUDGE

Filed Dec 4, 1968

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
758-0877

Chy. 4556

LIBER 8 PAGE 306

17

RECEIVED FOR RECORD DEC. 26, 1968.

TRUSTEE'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Samuel J. Aaron

and THE ÆTNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under the laws of the State of Connecticut, are held and firmly bound unto the State of Maryland in the full and just sum of One Thousand Dollars and 00/100 ($1,000.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 27th day of June in the year nineteen hundred and sixty-eight.

WHEREAS, by decree of the Circuit Court for Queen Anne's County, sitting in Equity, passed in a cause in said Court on the _____ day of _____ nineteen hundred and _____ between Samuel J. Aaron and Rebecca Aaron, Complainants, and David M. Nichols and Olive J. Nichols, The Bridgeside Company and Chester Beach, Inc. Respondents, the above bound Samuel J. Aaron has been appointed Trustee to make sale of the Real Estate and premises in the proceedings in said cause mentioned:

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH; that if the above bounden Samuel J. Aaron do and shall well and truly and faithfully perform the trust reposed in him by aforesaid decree, or that may be reposed in him by any further decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

Alma V. Jackson

Mary Ellen Martz

Samuel J. Aaron (SEAL)

(SEAL)

THE ÆTNA CASUALTY AND SURETY COMPANY

By: William T. Bitner (SEAL)
William T. Bitner, Attorney-in-Fact.

B-112

Security approved and Bond filed Dec 26, 1968 as of July 9, 1963 nunc pro tunc.

Charles W. Cecil, Clerk

Certified copy of power of attorney attached

LIBER 1 PAGE 281

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 281, a Bond Record Book for Queen Anne's County.

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

Charles W. Cecil
Clerk

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SAMUEL J. AARON and REBECCA AARON, his wife,	*	IN THE
vs.	*	CIRCUIT COURT
DAVID M. NICHOLS and OLIVE J. NICHOLS, his wife; THE BRIDGESIDE COMPANY, a body corporate, and CHESTER BEACH, INC., a body corporate.	*	FOR QUEEN ANNE'S COUNTY
	*	In Equity No. 4556

PETITION TO FILE AUCTIONEER'S AFFIDAVIT AND PURCHASER'S AFFIDAVIT NUNC PRO TUNC

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Samuel J. Aaron, the Trustee appointed in the above mentioned proceedings, filed his final Order of Ratification without having first filed herein the Auctioneer's Affidavit and Purchaser's Affidavit as required by Maryland Rules of Procedure, Rule BR6,-3.

The aforementioned Affidavits are attached hereto with the request that they be filed nunc pro tunc as of August 9, 1964.

Respectfully submitted,

Samuel J. Aaron, Trustee.

Filed Mar 13. 1970

19

ORDER

Upon the aforegoing petition, it is this 13th day of March, 1970, by the Circuit Court for Queen Anne's County, in Equity, ORDERED that the Auctioneer's Affidavit and Purchaser's Affidavit be filed nunc pro tunc in the above mentioned case as of August 9, 1964.

B. Hackett Turner Jr.

Judge.

Filed Mar 13, 1970

20

SAMUEL J. AARON and REBECCA AARON, his wife,	*	IN THE
vs.	*	CIRCUIT COURT
DAVID M. NICHOLS and OLIVE J. NICHOLS, his wife; THE BRIDGESIDE COMPANY, a body corporate, and CHESTER BEACH, INC., a body corporate.	*	FOR QUEEN ANNE'S COUNTY
	*	In Equity No. 4556

AUCTIONEER'S AFFIDAVIT

The undersigned hereby certifies that the annexed bill or statement of the fees and sums due me, set forth in detail, are all and singular of the fees and sums due me, and that I have not paid, or will not pay, directly or indirectly, any sum or consideration to anyone for employing me, or aiding me to be employed, to make the sale for which the annexed bill or statement was rendered; and that the said sale of property on Kent Island, Fourth Election District of Queen Anne's County, Maryland, mentioned in the Report of Sale was fairly made.

Lee Zalis, Auctioneer

Subscribed and sworn to before me, a Notary Public of the State of Maryland, in and for Baltimore City, by Lee Zalis, Auctioneer, this Eleventh day of March, 1970.

Notary Public

Filed Mar 13, 1970 nunc pro tunc as of August 9, 1964

21

SAMUEL J. AARON and REBECCA AARON, his wife,	*	IN THE
vs.	*	CIRCUIT COURT
DAVID M. NICHOLS and OLIVE J. NICHOLS, his wife; THE BRIDGESIDE COMPANY, a body corporate, and CHESTER BEACH, INC., a body corporate.	*	FOR QUEEN ANNE'S COUNTY
	*	In Equity No. 4556

PURCHASER'S AFFIDAVIT

STATE OF MARYLAND *
* To wit:
BALTIMORE City *

I HEREBY CERTIFY that on this 11th day of March, 1970, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~xxxxxxxxx~~ Anne Arundel County aforesaid, personally appeared Samuel J. Aaron, Vice President of The Lexington Corporation, Inc., purchaser at the sale of the real estate mentioned in the above proceedings, and he made oath in due form of law that The Lexington Corporation, Inc. purchased the real estate therein mentioned, as President of the said Corporation, and not as agent for any principal or others, and that he has not directly or indirectly discouraged anyone from bidding for the said real estated mentioned in the Report of Sale heretofore filed herein.

Alma Virginia Jones
Notary Public
Alma Virginia Jones

THE LEXINGTON CORPORATION, INC.

By John Gleason
Its Vice President

(Affix corporate seal)

LEXINGTON CORPORATION, INC. 1950 BALTIMORE, MARYLAND

Filed Mar 13, 1970 nunc pro tunc as of August 9, 1964

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

SAMUEL J. AARON and
REBECCA AARON, his wife, Plaintiffs

vs.

DAVID M. NICHOLS and OLIVE J. NICHOLS,
his wife,
THE BRIDGESIDE COMPANY, a body corporate and
CHESTER BEACH, INC., a body corporate
Defendants

EQUITY

FILE NO. 4556

22

NOTIFICATION TO PARTIES OF CONTEMPLATED DISMISSAL

No proceedings of record in the above-styled action having been taken within a period of eighteen months, the counsel of record are hereby notified, as provided by Maryland Rule 530, that an Order of Dismissal for lack of prosecution and Assessment of Costs will be entered against the Plaintiff after the expiration of thirty (30) days from the date of service (Md. Rule 306 c 3) of said Notice unless prior to the expiration of said thirty days a motion for suspension is filed pursuant to section c of Maryland Rule 530.

Copy of Notice mailed to:

Attorney for Plaintiffs

Samuel J. Aaron, Esquire
110 E. Lexington Street
Suite 400
Baltimore, Maryland (2)

James E. Thompson, Jr., Esquire
Lawyers Row
Centreville, Maryland 21617

Defendants

Mrs. Olive J. Nichols
6105 Bellinham Ct.
Baltimore, Maryland

by regular mail, postage prepaid, this 16th day of May, 1974, pursuant to Rule 306.

Charles W. Cecil
Clerk

GBR. /sms/6/12/74

LIBER 8 PAGE 312

SAMUEL J. AARON and
REBECCA AARON, his wife

VS.

DAVID M. NICHOLS, et al

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

EQUITY NO. 4556

23/

ORDER OF COURT

Pursuant to the provisions of Maryland Rule 530 -- Dismissal -- a notice having been mailed to the Plaintiffs, the Plaintiffs having raised the question as to whether the proceedings should be dismissed, the property which was the subject of these proceedings having been sold and a final Order of Ratification of Sale filed August 10, 1964, and it appearing there is no justification for these proceedings not to be completed,

It is, ORDERED, this 12th day of June, 1974, by the Circuit Court for Queen Anne's County, that the Plaintiffs conclude these proceedings within sixty days of the date of this Order, otherwise at the conclusion of the aforesaid sixty-day period the Clerk of this Court is directed to mark the proceedings "Dismissed without prejudice".

It is FURTHER ORDERED that a copy of this Order be furnished to Samuel J. Aaron, Esquire, 110 East Lexington Street, Baltimore, Maryland, 21202.

Gary B. Rasmi, Jr.
Judge

FILED June 12, 1974

24

SAMUEL J. AARON & REBECCA AARON, his wife	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	QUEEN ANNE'S COUNTY
DAVID M. NICHOLS, et al	*	IN EQUITY File #4556
	*	

* * * * * * * *

PETITION TO ALLOW TRUSTEE TO FILE AN AUDITOR'S REPORT WITHOUT REFERRING IT TO AN AUDITOR

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Samuel J. Aaron, Trustee, respectfully represents unto your Honor:

1. That in the above-entitled case there was a Petition filed to foreclose a mortgage, and the mortgage was actually foreclosed, and the sale was ratified.

2. That there is a considerable loss as far as the mortgage is concerned.

3. That from the Report of Sale filed in this Court the property brought a considerable sum less than the amount due under the mortgage.

4. That there has never been an auditor's report filed in this cause.

5. That your Petitioner desires to file the auditor's report in the following manner, and prays that this Honorable Court accept same:

A. That there are no taxes due on the property, and at the time of the sale, they were paid by the mortgagees.

B. That there was a bond for the sum of $10.00.

C. That the advertising amounted to $99.50, and the nisi order was $14.00.

D. That all of the bills have been paid.

6. That due to the fact that the property brought such a small sum of money according to the Report of Sale, that there is no money left which could have been applied to the mortgage.

7. That no creditors have filed any claim.

8. That your Petitioner prays that this Honorable Court accept these figures as an auditor's report.

AND, as in duty bound, &c.

Samuel J. Aaron, Trustee
110 E. Lexington St.
Baltimore, Md. 21202
685-8264

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 12th day of June, 1974, before me, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Samuel J. Aaron, Trustee and he made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Notary Public
Alma Virginia Jenkins

FILED June 14, 1974

25/

O R D E R

Upon the aforegoing Petition and Affidavit, it is ORDERED this 18th day of June, 1974, by the Circuit Court for Queen Anne's County, in Equity, that the figures in this Petition furnished by Samuel J. Aaron, Trustee, be accepted as an auditor's report, and

IT IS FURTHER ORDERED that this matter not be referred to an auditor, and

IT IS FURTHER ORDERED that all open costs in this matter shall be paid.

Judge

FILED June 18, 1974

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Thirteenth Day of May, in the year nineteen hundred and seventy-five, the following Petition to Foreclose was brought to be recorded, to wit: ---

UNITED STATES DISTRICT COURT

FOR THE

DISTRICT OF MARYLAND

MAY 13-75 * 24601 *****67.
MAY 13-75 A 24601 *****67.
5674

UNITED STATES OF AMERICA, Plaintiff	
v.	CIVIL NO. N 74-919
RONALD GENE WHITTINGTON, CHURCH STREET, SUDLERSVILLE, MD. 21668 SANDRA MAE WHITTINGTON, CHURCH STREET, SUDLERSVILLE, MD. 21668, Defendants	

PETITION TO FORECLOSE

RECEIVED Aug 22 4 16 PM '74

Your petitioner, United States of America, acting on behalf of the Farmers Home Administration, an agency of the United States of America, by George Beall, United States Attorney for the District of Maryland, respectfully represents:

1. The Farmers Home Administration is now, and has been at all times herein mentioned, an agency of the United States of America, having an office for the transaction of business at Coleman Enterprise Building, P. O. Box 214, Route 213, Chestertown, Maryland 21620.

2. On or about March 11, 1971, the defendants, Ronald Gene Whittington and Sandra Mae Whittington, his wife, being indebted to the United States by virtue of a loan made to said defendants in the sum of $14,100.00 duly made, executed, and delivered to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, their Promissory Note wherein the said defendants

Aug 29 3 36 PM '74

(1) Aug 22, 1974

covenanted on or before March 11, 1971. A true and complete copy of said Note is attached hereto as Exhibit A and is incorporated by reference herein as fully as if set forth at length herein.

3. To secure the payment of the aforesaid Note, the said defendants, on March 11, 1971, executed and delivered to the United States their indenture of mortgage, conveying to the United States the premises described therein as security for said debt; the said Mortgage was duly recorded in the Queen Anne's County Clerk's Office, Liber 53, Page 354. A true and complete copy of said Mortgage is attached hereto as Exhibit B and is incorporated by reference herein as fully as if set forth at length herein.

4. The United States is now the owner and holder of said Promissory Note and Mortgage; the said defendants, Ronald Gene Whittington and Sandra Mae Whittington, his wife, defaulted in the payment of said Note by not making payments as required; as provided in said Note, and following such default, the United States elected to declare that by reason of said default, the entire balance of said Note remaining unpaid is due and payable forthwith; the defendants and each of them have failed to pay the same; and there is now past due upon said Note the sum of $15,037.65, plus interest on that amount on and after May 6, 1974, which has accrued and is accruing at the daily rate of $2.9054. A true and complete copy of the Statement of Account relative to the subject debt is attached hereto as Exhibit C and incorporated by reference herein as fully as if set forth at length herein.

5. By reason of the default of said defendants, the United States is entitled to an Order of this Court foreclosing said Mortgage and ordering the sale of the premises described in said Mortgage in the manner provided by law and ordering the application of the proceeds of such sale in payment of the judgment of the United States against the defendants, Ronald Gene Whittington and Sandra M. Whittington, his wife.

6. In order to protect the interests of the United States in the assets during the pendency of these proceedings, it is requested by your petitioner that the United States Marshal for the District of Maryland be appointed Trustee without bond for that purpose.

WHEREFORE, the United States demands judgment and order of this Court;

(a) For the aggregate amount of the aforementioned sums and for such other amounts as the Court may find to be due from said defendants in the premises;

(b) Foreclosing the Mortgage described herein; ordering the premises described herein to be sold in the manner provided by law; and ordering that the proceeds be applied to the costs and expenses of sale, next in satisfaction of the Plaintiff's judgment against said defendants, and that the surplus, if any, be deposited in the account of the United States Marshal, subject to further order of the Court;

(c) For the appointment of the United States Marshal for the District of Maryland as Trustee to serve without bond;

(d) For such other and further relief as the Court may deem proper in the premises.

UNITED STATES OF AMERICA

GEORGE BEALL
UNITED STATES ATTORNEY
DISTRICT OF MARYLAND

By Virginia S. Draper

Virginia S. Draper
Assistant United States Attorney
111 North Calvert Street
Baltimore, Maryland 21202
COM: 301-539-2940
FTS: 301-962-4822

STATE OF MARYLAND)
City) TO WIT:
~~COUNTY~~ OF Baltimore)

I HEREBY CERTIFY that on this 22nd day of August, 1974 before me, the subscriber, a Notary Public of the State of Maryland, and City ~~County~~ of Baltimore, personally appeared, Virginia S. Draper, Assistant United States Attorney for the District of Maryland, and made oath in due form of law that the matters and facts contained in the foregoing Petition to Foreclose are true to the best of her ~~his~~ knowledge, information, and belief.

AS WITNESS my hand and Notarial seal.

NOTARY PUBLIC

My commission expires 7/1/78.

I hereby attest and certify on 2/22/75 that the foregoing document is a full, true and correct copy of the original on file in my office and in my legal custody.

PAUL H. SCHLITZ
CLERK, U. S. DISTRICT COURT
DISTRICT OF MARYLAND

By Margaret K. Knapp Deputy

UNITED STATES DISTRICT COURT

FOR THE

DISTRICT OF MARYLAND

UNITED STATES OF AMERICA, Plaintiff v. RONALD GENE WHITTINGTON, CHURCH STREET, SUDLERSVILLE, MD. 21668 SANDRA MAE WHITTINGTON, CHURCH STREET, SUDLERSVILLE, MD. 21668, Defendants	CIVIL NO. N 74-919

ORDER

Upon consideration of the Petition of the United States of America, acting on behalf of the Farmers Home Administration, an agency of the United States of America, by George Beall, United States Attorney for the District of Maryland, seeking sale of certain real property described in the Real Estate Mortgage referred to in said Petition, it is this 28th day of August, 1974,

ORDERED:

1. The United States Marshal for the District of Maryland is hereby appointed Trustee without bond.

2. The said Trustee is hereby directed to sell on behalf of the Farmers Home Administration, its successors or assigns, or its duly authorized attorney, the property set forth in said Mortgage in accordance with the terms and powers conferred upon him therein, after having first

AUG 27 3 26 PM '74

(2) Filed 28th August 1974

notified all interested parties by publishing said notification once a week for at least four (4) weeks prior to the date of the sale in a newspaper of general circulation in the county in which the property lies.

3. The terms of said sale shall be all cash; a deposit of fifteen percent (15%) of the purchase price shall be required at the time of sale, the balance to be paid within ten (10) days after final ratification of said sale by this Court. In the event of default by the purchaser, the property shall be resold at the risk and cost of the defaulting purchaser. All conveyancing, recording, revenue stamps, and other expenses of sale shall be at the cost of the purchaser.

4. After said Trustee has complied with the order of this Court, such sale shall be reported back to this Court for approval and ratification.

5. The proceeds of such sale shall be deposited into the account of the United States Marshal to be distributed as the Court shall direct after review and accounting thereof.

Magistrate
United States District Court

4/22/75

Margaret K. Snapp

USA-35-47
Ed. 11/2/66

VSD:GZ/74-1557

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

UNITED STATES OF AMERICA
Plaintiff

v.

RONALD GENE WHITTINGTON
and his wife
SANDRA MAE WHITTINGTON,
Defendants

CIVIL NO. 74-919-N

* * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

This Report of Sale by JOHN W. SPURRIER, United States Marshal for the District of Maryland, Trustee in the above-entitled matter, by George Beall, United States Attorney for the District of Maryland, and Virginia S. Draper, Assistant United States Attorney for said District, respectfully represents:

1. That RONALD GENE AND SANDRA MAE WHITTINGTON Having defaulted in their payments on their promissory note to the United States (DEPARTMENT OF AGRICULTURE), notice of sale of certain real property described in the real estate mortgage referred to in the Petition to Foreclose heretofore filed by the United States was duly given by publication in KENT COUNTY NEWS, a newspaper published in SUDLERSVILLE, Maryland.

2. That pursuant to the Order of this Honorable Court dated August 28, 1974, authorizing the Trustee to sell the aforesaid property of RONALD GENE AND SANDRA MAE WHITTINGTON, a public sale was held on OCTOBER 8, 19 74, on the premises known as CHURCH STREET, SUDLERSVILLE, MARYLAND 21668, said property being covered by the real estate mortgage heretofore filed in this proceeding.

Filed 23rd December, 1974

:GZ/74-1557
35-47
11/2/66
Page 2)

3. That JOHN W. SPURRIER, United States Marshal, Trustee, conducted the public sale.

4. That the said property was sold to the Farmers Home Administration of the United States Department of Agriculture, for the sum of $ 16,073.00, said purchaser being the highest bidder therefor.

George Beall
George Beall
United States Attorney

Virginia S. Draper
Virginia S. Draper
Assistant United States Attorney

STATE OF MARYLAND)
CITY of BALTIMORE) SS:

I HEREBY CERTIFY that on this 20th day of December, 19 74, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared JOHN W. SPURRIER, United States Marshal for the District of Maryland, Trustee, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Julie Grey
Notary Public
Julie Grey

My Commission Expires:
July 1, 1978

4/22/75

Margaret R. Snapp

LIBER 8 PAGE 323

4

35-48
11/2/66
SD:GZ/74-1557

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

UNITED STATES OF AMERICA
Plaintiff

v.

RONALD GENE WHITTINGTON
and his wife SANDRA MAE
WHITTINGTON,
Defendants

CIVIL NO. 74-919-N

* * * * * *

ORDER NISI

ORDERED this 23rd day of December, 1974, by the United States District Court for the District of Maryland, that the sale of the real property described in the above-entitled proceedings, made and reported by John W. Spurrier, United States Marshal for the District of Maryland, Trustee, to the Farmers Home Administration of the U.S. Department of Agriculture, for the sum of $ 16,073.00, said purchaser being the highest bidder therefor, be ratified and confirmed unless cause to the contrary be shown on or before the 3rd day of MARCH 1975, provided that a copy of this Order be inserted in some newspaper published in SUDLERSVILLE, MARYLAND, once a week for three successive weeks preceding January 30, 1975.

Edward S. Northrop, Judge
United States District Court

4/23/75

Margaret K. Snapp

5

USA-35-49
Ed. 11/2/66

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

UNITED STATES OF AMERICA
Plaintiff

v.

RONALD GENE WHITTINGTON
and SANDRA MAE WHITTINGTON
Defendants

CIVIL NO. 74-919-N

* * * * * *

ORDER

Compliance having been had with the Order of this Court dated December 23, 19 74, requiring publication of sale made by JOHN W. SPURRIER, United States Marshal for the District of Maryland, Trustee, on October 8, 19 74, as evidenced by Certification of Publication heretofore filed, and no cause to the contrary having been shown,

IT IS ORDERED this 20th day of March, 1975, by the United States District Court for the District of Maryland, that the sale heretofore reported in these proceedings to the Farmers Home Administration of the U.S. Department of Agriculture, its successors and assigns, at and for the sum of $ 16,073.00, be and the same is hereby ratified and confirmed.

Judge (EDWARD S. NORTHROP)
United States District Court

4/22/75

Margaret K. Snapp

Filed 20th March 1975.

Filmed
MAR 25 1975

LIBER 8 PAGE 325

VSD:GZ/74-1557

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

UNITED STATES OF AMERICA,

Plaintiff

v.

RONALD GENE WHITTINGTON and his wife SANDRA MAE WHITTINGTON,

Defendants

CIVIL NO. N-74-919

REPORT AND FINAL ACCOUNT OF TRUSTEE

Your Trustee, JOHN W. SPURRIER, United States Marshal for the District of Maryland, respectfully represents unto this Honorable Court:

1. That on March 20, 1975 this Honorable Court passed an Order ratifying and confirming the sale made by the Trustee on October 8, 1974, to the Farmers Home Administration of the U. S. Department of Agriculture, at and for the sum of $16,073.00.

2. That as of May 6, 1974, there was due and owing to the Farmers Home Administration of the United States Department of Agriculture, as mortgagee the sum of $15,037.65, together with total interest due at the daily rate of $2.9054 on said principal balance from May 7, 1974 until paid.

3. That no other claims have been filed by creditors in this proceeding, although proper notice was duly given to all interested parties by publication that certain sums have been expended by the Farmers Home Administration since the institution of these foreclosure proceedings.

4. That because the property was sold to the holder of the mortgage, no funds were actually received by the Trustees. However, after expenses of this foreclosure proceeding and those of the Farmers Home Administration are deducted, the Farmers Home

Filed 14th April 1975

Administration will apply the net balance of the purchase price to the balance due under its mortgage.

5. That the Trustte incurred the following expenses for which he prays allowance and payment from the Farmers Home Administration, purchaser, in addition to amounts expended by the Farmers Home Administration which are to be deducted from the purchase price of said real property:

Income:

Purchase Price of Real Property	$16,073.00

Expenses of the Trustee:

Advertising:

Sale Notice, Kent County News, Chestertown, Maryland, September 11, 18, 25, and October 2, 1974	$65.00	
Notice of Nisi, Kent County News Chestertown, Maryland, January 15, 22, and 29, 1975	27.00	
	$92.00	
TOTAL----------		92.00
NET BALANCE----------		$15,981.00

WHEREFORE, the Trustee prays:

(a) That this Honorable Court pass an Order approving the expenses as set forth in this account.

(b) That this Court further Order that the balance, after expenses, be credited to the mortgage account of the defendants, RONALD GENE WHITTINGTON and his wife SANDRA MAE WHITTINGTON, now held by the Farmers Home Administration as hereinabove set forth.

John W. Spurrier

JOHN W. SPURRIER
United States Marshal
District of Maryland

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

I Hereby Certify that on this 3rd day of April, 19 75, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore CITY, personally appeared JOHN W. SPURRIER, Trustee, and made oath in due form of law that the matters and facts set forth in the foregoing Report and Final Account of Trustee are true to the best of his knowledge, information and belief.

AS WITNESS MY HAND AND NOTARIAL SEAL.

Julie Grey
NOTARY PUBLIC -- Julie Grey
My Commission Expires: July 1, 1978

O R D E R

ORDERED AS PRAYED, this 14th day of April, 19 75.

Chief UNITED STATES DISTRICT COURT JUDGE
EDWARD S. NORTHROP

4/22/75

Margaret R. Snapp

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this Twenty-sixth Day of July, in the year nineteen hundred and fifty-one, the following Order to Docket Suit and Enter Judgment was brought to be recorded, to wit:

J. NOBLE HARDESTY, PLAINTIFF
SUDLERSVILLE, MARYLAND

VS.

JULIAN F. COLEMAN AND MARGARET A. COLEMAN,
DEFENDANTS, CRUMPTON, MARYLAND

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S County

Queen Anne's County, to wit:

The plaintiff... J. Noble Hardesty ..... ; by his.... .....attorney Thomas J. Keating, Jr. ....., sues the defendants, ... Julian F. Coleman and Margaret A. Coleman .....for money payable by the defendants. to the plaintiff...

1. For goods bsrgained and sold by the plaintiff.. to the defendants.
2. And for work done and materials furnished by the plaintiff.. for the defendants. at his ..... request.
3. And for money lent by the plaintiff.. to the defendants.
4. And for money paid by the plaintiff.. for the defendants at ~~his~~ their. request. .
5. And for money had and received by the defendants for the use of the plaintiff...
6. And for money found to be due from the defendants. to the plaintiff.. on accounts stated between them.
7. And for that the defendants by their promisory note, now overdue, promised to pay to the plaintiff... the sum of.. Four thousand fifty-six ----------26/100.....dollars, together with interest on said amount from.. July 25, 1951 ...., but has not psid the same or any part thereof, except ...none..... ; and by the terms of said promissory note the defendants agreed to pay 10% commissions for collecting the same, and confessed judgment, to be entered by the proper officials, at any time after maturity of said promissory note for the amount then due thereunder, with all exemptions waived, and although said promissory note has long since matured the said defendants have not paid the same or any part thereof, except.....none..... ....., and the plaintiff.. claims therefor .....Five thousand.....dollars.

Thos J. Keating Jr.
Attorney for Plaintiff...

Filed July 26, 1951

J. NOBLE HARDESTY, PLAINTIFF
SUDLERSVILLE, MARYLAND

vs.

JULIAN F. COLEMAN AND MARGARET A. COLEMAN,
DEFENDANTS, CRUMPTON, MARYLAND

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S County

To T. S. Pippin .....Clerk

You will please docket suit as per the above titling, enter my appearance for the plaintiff.., file the within narr and accompanying cause of action and forthwith enter judgment in favor of the plaintiff.. against the defendants for Four thousand fifty-six ----------26/100.....dollars, with interest, and costs of suit and commissions in the amount of.....Four hundred five and -------- ----------63/100....dollars, in accordance with the authority contained in said note, with all exemptions waived.

Thos J. Keating Jr.
Attorney for Plaintiff..

STATEMENT

Principal amount of Note	$4056.26
Interest from.....	0
Commissions	405.63

Filed July 26, 1951

J. NOBLE HARDESTY, PLAINTIFF,
SUDLERSVILLE, MARYLAND

VS

JULIAN F. COLEMAN AND MARGARET A. COLEMAN, DEFENDANTS
CRUMPTON, MARYLAND

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

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

THIS IS TO CERTIFY that on this 26- day of July in the year 1951 before the subscribed, a Notary Public of the State of Maryland in and for Queen Anne's County personally appeared J. Noble Hardesty, Plaintiff, and made oath in due form of law that the Defendants, Julian F. Coleman and Margaret A. Coleman, his wife, reside in Crumpton, Maryland and are not in the military service of the United States nor have they been in such service within six months prior hereto.

Witness my hand and notarial seal the day and year herein last above written:

Kathleen C. O'Neal
Notary Public

Filed July 26, 1951

STATEMENT OF DEBT

Promissory note dated July 25, 1951 payable on demand	$ 4,056.26
Commissions as provided in said note at 10%	405.63

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

THIS IS TO CERTIFY that on this 26- day of July 1951 before the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County personally appeared J. Noble Hardesty and made oath in due form of law that the aforegoing statement of debt is true and bona fide as therein set forth and that he has not received any payment on the same nor has he received any security for the same except what, if any, is shown to be credited.

Witness my hand and notarial seal the day and year herein last above written:

Kathleen C. O'Neal
Notary Public

Filed July 26, 1951

To T. S. Pippin, Clerk:

In accordance with the authority contained in the attached Promissory Note you are hereby directed to enter my appearance for Julian F. Coleman and Margaret A. Coleman, Defendants, and you are authorized to enter judgment in favor of the Plaintiff against the Defendants for the sum of $4,056.26 with interest from date and costs and commissions in the amount of $405.63.

Richard T. Earle
Attorney for Defendants

Filed July 26, 1951

$ 4056.26 Sudlersville, Md. July 25 1951

On demand after date, for value received, we jointly and severally promise to pay to the order of J. Noble Hardesty

At the banking house of The Sudlersville Bank of Maryland in the above named place

Four thousand fifty six 26/100 Dollars

without defalcation, and if this note is not paid at maturity, we do hereby authorize and empower any attorney of any Court of Record within the United States or elsewhere to appear for us and to confess judgment against us for the amount due thereon with interest and costs of suit and an attorney's fee of 10% added for collection, without stay of execution; releasing all errors, waiving all rights to appeal and the benefit of all bankruptcy laws, and waiving the benefits of any and all homestead and exemption laws now in force or which may be hereafter passed.

No. _____

$ _____

DUE

Signed and Sealed The Date Above Written

Julian F. Coleman (Seal)

Margaret A. Coleman (Seal)

(Seal)

(Seal)

Witness: _____

THE PAUL CO., BALTO. NO. H-2

Filed July 26, 1951

Queen Anne's County, Set:

The State of Maryland

To the Sheriff of Queen Anne's County, Greeting:

YOU ARE HEREBY COMMANDED to notify Julian F. Coleman and Margaret A. Coleman, Crumpton, Maryland,

that on the 26th. day of July 1951 J. Noble Hardesty, Sudlersville, Maryland,

obtained a judgement by confession against them in this Court in the amount of Four Thousand Fifty Six and 26/100 dollars with interest from date and costs of $15.25 and attorney's commission of $405.63 same being No. 402 Law July Term, 1951; and to summon said Julian F. Coleman and Margaret A. Coleman to appear in the cause, wherein such judgment is entered within thirty days after the services upon them of this summons and show cause, if any they have why the said judgment should be vacated, opened, or modified. You are hereby further commanded at the time of the service of this summons to leave a copy thereof with the said Julian F. Coleman and Margaret A. Coleman and to return this summons on or before the first Monday of August next.

Witness, this Honorable Wm. R. Horney Chief Judge of the Second Judicial circuit of Maryland, the 16th. day of July A.D., 1951

ISSUED this 26th. day of July A.D., 1951

Attorney for Plaintiff
Thos. J. Keating Jr.
Centreville, Maryland

Gordon Pepper Clerk

NOTICE: The purpose of this summons is to notify you that a judgment by confession has been entered against you in the Circuit Court for Queen Anne's County. If you have any valid objection or defense to said judgment, you must file such objection or defense in the office of the Clerk of this Court within thirty days after service of this notice upon you.

J. NOBLE HARDESTY Sudlersville, Maryland Plaintiff	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
vs.	:	
JULIAN F. COLEMAN and MARGARET A. COLEMAN, Crumpton, Maryland Defendants	:	Judgment $4,056.26 Interest from July 25, 1951 Commissions 405.63 Costs

TO: Thomas S. Pippin, Clerk:

You will please issue writ of execution on the above judgment directed to the Sheriff of Queen Anne's County.

Thos J. Keating Jr.
ATTORNEY FOR PLAINTIFF

Filed Mar. 27, 1954

A SCHEDULE of the goods and chattels, lands and tenements of Julian F. Coleman and Margaret A. Coleman, seized and levied upon and taken in execution under and by virtue of a writ of fieri facias issued out of the Circuit Court for Queen Anne's County, and to me directed at the suit of J. Noble Hardesty vs. Julian F. Coleman and Margaret A. Coleman I have seized and levied ~~on the following property to wit:~~ upon all of the right, title, interest and estate of the Defendants in and to the following described real estate:

LAND

ALL that lot or parcel of ground situate and lying in the Seventh Election District of Queen Anne's County, in the State of Maryland, on the west side of the State Road, which leads from Crumpton to Crumpton's Cemetery, bounded on the north by the property of Leslie Nickerson and the property called or known as "The Biddle Property" on the east by the road mentioned above, on the south by the property of Edward C. Porter and bounded on the west by the land called "The Mark Rogers Property" and Containing Twenty (20) Acres of land, more or less. Being the same property which was conveyed to Julian F. Coleman and Margaret A. Coleman, his wife, by Elwood F. Coleman and Mary E. Coleman, his wife, by Deed dated October 19, 1946, recorded in Liber ASG, Jr., No. 15, folio 573, a Land Record Book For Queen Anne's County.

BUILDINGS

The improvements on said real estate consist of a nice modern dwelling and outbuildings.

(FI FA)

The State of Maryland

To the Sheriff of Queen Anne's County, Greeting:

WHEREAS, at a Circuit Court for Queen Anne's County, begun and held at Centreville in said county on the 3rd Monday of July in the year of our Lord, one thousand nine hundred and fifty one a certain J. Noble Hardesty, Sudlersville, Maryland

by judgment of the same Court, recovered against a certain Julian F. Coleman and Margaret A. Coleman, Crumpton, Maryland

as well the sum of Four thousand fifty six dollars and twenty six cents, with interest from the Twenty sixth day of July 19 51 and Fifteen dollars and twenty five cents for his costs and $405.63 attorney's commissions charges by him/about his suit laid out and expended, whereof the said Julian F. Coleman and Margaret A. Coleman, Crumpton, Maryland

are convict, as it appears of record: with all exemptions

THEREFORE, you are hereby commanded, that of the goods and chattels, lands and tenements of the said Julian F. Coleman and Margaret A. Coleman

being in your bailiwick, you cause to be made and levied the debt, costs and charges aforesaid, and have you those sums before the said Circuit Court, to be held at Centreville, in the said County, on the first Monday of April next, to render unto the said J. Noble Hardesty the debts, costs and charges, aforesaid

Hereof, fail not at your peril, and have you then and there this writ.

WITNESS, the Honorable Wm. R. Horney Chief Judge of our said Court, the 25th day of January in the year of our Lord, nineteen hundred and fifty four.

Issued this 27th day of March 1954

Attorney for Plaintiff
Thos. J. Keating, Jr.
Centreville, Maryland

.....J. Sanders Pippin Clerk.

M

Levied as per schedule by going upon the lands and tenements of the Defendants described in said schedule on the 22 day of March 1954, and Albert C. Day, occupant of said premises, was ~~unabbeabe~~ notified, as occupant, of the levy. Property advertised for sale to be held April 27, 1954, after which further return will be made.

Filed Mar 31, 1954

Frank J Whitely
Sheriff of Queen Anne's County

b After advertising the real estate levied on for sale in the Queen Annes Record Observer, a newspaper printed and published in Queen Annes County for more than 20 days before ~~the day of sale~~ as per copy attached. and setting up said advertisement at court house door. I sold the defendants right title and interest on April 27th 1954 to Elwood F Coleman and Mary E. Coleman, his wife for Fifteen Hundred Dollars ($1500.00)

Frank J Whitely Sheriff

May 7, 1954

Filed May 7, 1954

Law No. 402

J. Noble Hardesty

vs.

Julian F. Coleman and Margaret A. Coleman

FI FA ON JUDGMENT

Debt	$4056.26
Clerk	3.75
Shff.	1.50
Appr.	5.00
Appr.	5.00
FiFa Clerk	2.50
Coms.	405.63
Int.	
Shff. Addl.	

all exemptions waived

Filed Mar 31, 1954

LIBER 8 PAGE 336 ..... April 26 ... 19 54

THIS IS TO CERTIFY,

That the annexed Sheriff's Sale was inserted in the **KENT COUNTY NEWS,** a newspaper printed and published in Kent County, Md., once in each of ..two... successive weeks before the ..24th.. day of April ... 1954

KENT PUBLISHING COMPANY INC.,
PUBLISHERS

By L. V. Strong .....

Sheriff's Sale
OF VALUABLE
Real Estate

Under and by virtue of a writ of Fiere facias issued out of the Circuit Court for Queen Anne's County, and to me directed in a certain suit in said Court entitled "J. Noble Hardesty, Plantiff, versus Julian F. Coleman and Margaret A. Coleman, Defendants," being Law No. 402 in said Court, I have seized and levied upon all of the right, title, interest and estate of the said Defendants in and to the following described real estate:

LAND

ALL that lot or parcel of ground situate and lying in the Seventh Election District of Queen Anne's County, in the State of Maryland, on the west side of the State Road, which leads from Crumpton to Crumpton's Cemetery, bounded on the north by the property of Leslie Nickerson and the property called or known as "The Biddle Property" on the east by the road mentioned above, on the south by the property of Edward C. Porter and bounded on the west by the land called "The Mark Rogers Property" and containing Twenty (20) Acres of land, more or less. Being the same property which was conveyed to Julian F. Coleman and Margaret A. Coleman, his wife, by Elwood F. Coleman and Mary E. Coleman, his wife, by Deed dated October 19, 1946, recorded in Liber A. S. G. Jr. No. 15, folio 573, a Land Record Book for Queen Anne's County.

BUILDINGS

The improvements on said real estate consist of a nice modern dwelling and outbuildings.

I hereby give notice that pursuant to said writ of fiere facias I will sell the *Defendents right, title, interest* and estate in said real estate (being subject to the priority of a Mortgage to the First National Bank of Chestertown dated the 15th day of July, 1949, recorded in Liber N. B. W. No. 3, folio 461, and a Mortgage to E. S. Adkins and Company, dated July 17, 1951, recorded in Liber T. S. P. No. 2, folio 214, a Land Record Book for Queen Anne's County) in front of the Court House door in the Town of Centreville, Queen Anne's County, Maryland, at 2 o'clock p. m. on

Tuesday, April 27
1954

TERMS OF SALE: — CASH

Frank Y. Whiteley,
Sheriff of Queen Anne's County.
J. Elmer Anthony, Auctioneer
Thomas J. Keating, Jr., Attorney
4-16-2

4

QUEEN ANNE'S RECORD-OBSERVER
PUBLISHING COMPANY, INCORPORATED
CENTREVILLE — PHONE ONE — MARYLAND

NEWSPAPER
COMMERCIAL
& SPECIALTY
PRINTING

OFFICE OUTFITTERS

This is to certify, that the annexed Sheriff's Sale was inserted in The Record Observer, a newspaper printed and published in Queen Anne, Md. once in each of four successive weeks before the 24th. day of April

First insertion was on April 1st.

last April 22.

Mrs. A. L. Miles

Filed May 7, 1954

Also trading as Queen Anne's Publishing Co. and Record Office Supplies

SHERIFF'S SALE
—OF VALUABLE—
REAL ESTATE

Under and by virtue of a writ of fiere facias issued out of the Circuit Court for Queen Anne's County, and to me directed in a certain suit in said Court entitled "J. Noble Hardesty, Plaintiff, versus Julian F. Coleman and Margaret A. Coleman, Defendants," being Law No. 402 in said Court, I have seized and levied upon all of the right, title, interest and estate of the said Defendants in and to the following described real estate:

LAND

ALL that lot or parcel of ground situate and lying in the Seventh Election District of Queen Anne's County, in the State of Maryland, on the west side of the State Road, which leads from Crumpton to Crumpton's Cemetery, bounded on the north by the property of Leslie Nickerson and the property called or known as "The Biddle Property" on the east by the road mentioned above, on the south by the property of Edward C. Porter and bounded on the west by the land called "The Mark Rogers Property" and containing Twenty (20) Acres of land, more or less. Being the same property which was conveyed to Julian F. Coleman and Margaret A. Coleman, his wife, by Elwood F. Coleman and Mary E. Coleman, his wife, by deed dated October 19, 1946, recorded in Liber A.S.G., Jr., No. 15, folio 573, a Land Record Book for Queen Anne's County.

BUILDINGS

The improvements on said real estate consist of a nice modern dwelling and outbuildings.

I hereby give notice that pursuant to said writ of fiere facias I will sell the Defendants' right, title, interest and estate in said real estate (being subject to the priority of a mortgage to the First National Bank of Chestertown, dated the 15th day of July, 1949, recorded in Liber N.B.W. No. 3, folio 461, and a mortgage to E. S. Adkins and Company, dated July 17, 1951, recorded in Liber T.S.P. No. 2, folio 214, a Land Record Book for Queen Anne's County), in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, at 2 o'clock p.m., on

Tuesday, April 27, 1954

TERMS OF SALE—CASH
FRANK Y. WHITELEY,
Sheriff of Queen Anne's County.
J. Elmer Anthony, Auct. 4t-4-22

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Nineteenth Day of May, in the year nineteen hundred and seventy-five, the following Petition to Foreclose was brought to be recorded, to wit:---

UNITED STATES DISTRICT COURT

FOR THE

DISTRICT OF MARYLAND

MAY 19-75 * 24774 *****70.00
MAY 19-75 A 324774 *****70.00

UNITED STATES OF AMERICA, Plaintiff	)	
v.	)	CIVIL NO. H 74-848 No 5676
HARRY E. STILES, GRASONVILLE, MARYLAND 21638 MARGARET STILES, GRASONVILLE, MARYLAND 21638, Defendants	)	

PETITION TO FORECLOSE

Your petitioner, United States of America, acting on behalf of the Farmers Home Administration, an agency of the United States of America, by George Beall, United States Attorney for the District of Maryland, respectfully represents:

1. The Farmers Home Administration is now, and has been at all times herein mentioned, an agency of the United States of America, having an office for the transaction of business at Coleman Enterprise Building, P. O. Box 214, Route 213, Chestertown, Maryland 21620.

2. On or about October 2, 1972, the defendants, Harry E. Stiles and Margaret Stiles, his wife, being indebted to the United States by virtue of a loan made to said defendants in the sum of $17,400.00 duly made, executed, and delivered to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, their Promissory Note wherein the said defendants covenanted

(1) Filed: 6th of August, 1974
Filed May 19, 1975

on or before October 2, 1972. A true and complete copy of said Note is attached hereto as Exhibit A and is incorporated by reference herein as fully as if set forth at length herein.

3. To secure the payment of the aforesaid Note, the said defendants, on October 2, 1972, executed and delivered to the United States their indenture of mortgage, conveying to the United States the premises described therein as security for said debt; the said Mortgage was duly recorded in the Office of the Queen Anne's County Clerk, Liber 67, Page 545. A true and complete copy of said Mortgage is attached hereto as Exhibit B and is incorporated by reference herein as fully as if set forth at length herein.

4. The United States is now the owner and holder of said Promissory Note and Mortgage; the said defendants, Harry E. Stiles and Margaret Stiles, his wife, defaulted in the payment of said Note by not making payments as required; as provided in said Note, and following such default, the United States elected to declare that by reason of said default, the entire balance of said Note remaining unpaid is due and payable forthwith; the defendants and each of them have failed to pay the same; and there is now past due upon said Note the sum of $19,118.10, plus interest on that amount on and after May 6, 1974, which has accrued and is accruing at the daily rate of $3.7041. A true and complete copy of the Statement of Account relative to the subject debt is attached hereto as Exhibit C and incorporated by reference herein as fully as if set forth at length herein.

5. By reason of the default of said defendants, the United States is entitled to an Order of this Court foreclosing said Mortgage and ordering the sale of the premises described in said Mortgage in the manner provided by law and ordering the application of the proceeds of such sale in payment of the judgment of the United States against the defendants, Harry E. Stiles and Margaret Stiles, his wife.

6. In order to protect the interests of the United States in the assets during the pendency of these proceedings, it is requested by your petitioner that the United States Marshal for the District of Maryland be appointed Trustee without bond for that purpose.

WHEREFORE, the United States demands judgment and order of this Court;

(a) For the aggregate amount of the aforementioned sums and for such other amounts as the Court may find to be due from said defendants in the premises;

(b) Foreclosing the Mortgage described herein; ordering the premises described herein to be sold in the manner provided by law; and ordering that the proceeds be applied to the costs and expenses of sale, next in satisfaction of the Plaintiff's judgment against said defendants, and that the surplus, if any, be deposited in the account of the United States Marshal, subject to further order of the Court;

(c) For the appointment of the United States Marshal for the District of Maryland as Trustee to serve without bond;

(d) For such other and further relief as the Court may deem proper in the premises.

UNITED STATES OF AMERICA
George Beall
GEORGE BEALL
UNITED STATES ATTORNEY
DISTRICT OF MARYLAND

By Virginia S. Draper

Assistant United States Attorney
111 North Calvert Street
Baltimore, Maryland 21202
COM: 301-539-2940
FTS: 301-962-4822

I hereby attest and certify on 9 April 1975 that the foregoing document is a full, true and correct copy of the original on file in my office and in my legal custody.

PAUL R. SCHLITZ
CLERK, U. S. DISTRICT COURT
DISTRICT OF MARYLAND

By Carol A. Gardner Deputy

STATE OF MARYLAND)
City
~~COUNTY~~ OF Baltimore) TO WIT:
)

I HEREBY CERTIFY that on this 2nd day of August, 19 , before me, the subscriber, a Notary Public of the State of Maryland, and City ~~County~~ of Baltimore, personally appeared, Virginia S. DRAPER, Assistant United States Attorney for the District of Maryland, and made oath in due form of law that the matters and facts contained in the foregoing Petition to Foreclose are true to the best of her ~~his~~ knowledge, information, and belief.

AS WITNESS my hand and Notarial seal.

Julie Hrizy
NOTARY PUBLIC

My commission expires July 1, 1978

UNITED STATES DISTRICT COURT

FOR THE

DISTRICT OF MARYLAND

UNITED STATES OF AMERICA, Plaintiff	)	
v.	)	CIVIL NO. H-74-848
HARRY E. STILES, GRASONVILLE, MARYLAND 21638 MARGARET STILES, GRASONVILLE, MARYLAND 21638, Defendants	)	

ORDER

Upon consideration of the Petition of the United States of America, acting on behalf of the Farmers Home Administration, an agency of the United States of America, by George Beall, United States Attorney for the District of Maryland, seeking sale of certain real property described in the Real Estate Mortgage referred to in said Petition, it is this 14 day of August, 1974,

ORDERED:

1. The United States Marshal for the District of Maryland is hereby appointed Trustee without bond.

2. The said Trustee is hereby directed to sell on behalf of the Farmers Home Administration, its successors or assigns, or its duly authorized attorney, the property set forth in said Mortgage in accordance with the terms and powers conferred upon him therein, after having first

notified all interested parties by publishing said notification once a week for at least four (4) weeks prior to the date of the sale in a newspaper of general circulation in the county in which the property lies.

3. The terms of said sale shall be all cash; a deposit of fifteen percent (15%) of the purchase price shall be required at the time of sale, the balance to be paid within ten (10) days after final ratification of said sale by this Court. In the event of default by the purchaser, the property shall be resold at the risk and cost of the defaulting purchaser. All conveyancing, recording, revenue stamps, and other expenses of sale shall be at the cost of the purchaser.

4. After said Trustee has complied with the order of this Court, such sale shall be reported back to this Court for approval and ratification.

5. The proceeds of such sale shall be deposited into the account of the United States Marshal to be distributed as the Court shall direct after review and accounting thereof.

MAGISTRATE, ~~Judge~~
United States District Court

PRKVSD:GZ 74-1441
USA-35-47
Ed. 11/2/66

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

UNITED STATES OF AMERICA
Plaintiff

v.

HARRY E. STILES and his wife
MARGARET STILES
Defendants

CIVIL NO. H-74-848

* * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

This Report of Sale by JOHN W. SPURRIER, United States Marshal for the District of Maryland, Trustee in the above-entitled matter, by George Beall, United States Attorney for the District of Maryland, and Virginia S. Draper, Assistant United States Attorney for said District, respectfully represents:

1. That Harry E. Stiles and his wife Margaret Stiles Having defaulted in their payments on their promissory note to the United States (Farmers Home Administration) (Department of Agriculture), notice of sale of certain real property described in the real estate mortgage referred to in the Petition to Foreclose heretofore filed by the United States was duly given by publication in The Kent County News, a newspaper published in Chestertown, Maryland.

2. That pursuant to the Order of this Honorable Court dated August 14, 1974, authorizing the Trustee to sell the aforesaid property of Harry E. Stiles and his wife Margaret Stiles, a public sale was held on September 24, 19 74, on the premises known as Two Miles East of Grasonville, Maryland, said property being covered by the real estate mortgage heretofore filed in this proceeding.

(5) Filed 3rd October, 1974

SA-35-47
Ed. 11/2/66
(Page 2)

3. That H. Goodwin for JOHN W. SPURRIER, Deputy U. S. Marshal Richard/, United States Marshal, Trustee, conducted the public sale.

4. That the said property was sold to the Farmers Home Administration of the U. S. Department of Agriculture, for the sum of $ 19,693.00, said purchaser being the highest bidder therefor.

George Beall
George Beall
United States Attorney

Virginia S. Draper
Virginia S. Draper
Assistant United States Attorney

STATE OF MARYLAND)
CITY of BALTIMORE) SS:

I HEREBY CERTIFY that on this 2nd day of October, 1974, before me, the subscriber, a Notary Public of the State of Maryland, in and for the CITY OF BALTIMORE, personally appeared JOHN W. SPURRIER, United States Marshal for the District of Maryland, Trustee, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Julie Grey
Notary Public
Julie Grey

My Commission Expires: July 1, 1978

RK/VSD:GZ 74-1441
USA-35-48
Ed. 11/2/66

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

UNITED STATES OF AMERICA
Plaintiff

v.

HARRY E. STILES and his wife
MARGARET STILES
Defendants

CIVIL NO. H-74-848

RECEIVED
OCT 2 4 47 PM '74
U.S. DISTRICT COURT
DISTRICT OF MARYLAND

* * * * * *

ORDER NISI

ORDERED this 3RD day of OCTOBER, 19 74, by the United States District Court for the District of Maryland, that the sale of the real property described in the above-entitled proceedings, made and reported by JOHN W. SPURRIER, United States Marshal for the District of Maryland, Trustee, to the Farmers Home Administration of the U. S. Department of Agriculture, for the sum of $19,693.00, said purchaser being the highest bidder therefor, be ratified and confirmed unless cause to the contrary be shown on or before the 1ST day of DECEMBER 19 74, provided that a copy of this Order be inserted in some newspaper published in Chestertown, Maryland, once a week for three successive weeks preceding NOVEMBER 1, 19 74.

Alexander Harvey II
ALEXANDER HARVEY, II Judge
United States District Court

I hereby attest and certify on this 9 April 1975 that the foregoing document is a full, true and correct copy of the original on file in my office and in my legal custody.

PAUL R. SCHLITZ
CLERK, U. S. DISTRICT COURT
DISTRICT OF MARYLAND

By Joan L. Gentry Deputy

LIBER 8 PAGE 347

LIBER 8 PAGE 348

VSD:GZ/74-1441
USA-35-49
Ed. 11/2/66

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

UNITED STATES OF AMERICA
Plaintiff

v.

HARRY E. STILES and his wife MARGARET STILES
Defendants

CIVIL NO. 74-848-H

* * * * * *

ORDER

Compliance having been had with the Order of this Court dated October 3, 19 74, requiring publication of sale made by JOHN W. SPURRIER, United States Marshal for the District of Maryland, Trustee, on September 24, 19 74, as evidenced by Certification of Publication heretofore filed, and no cause to the contrary having been shown,

IT IS ORDERED this 23rd day of DECEMBER, 19 74, by the United States District Court for the District of Maryland, that the sale heretofore reported in these proceedings to the Farmers Home Administration of the U. S. Department of Agriculture, its successors and assigns, at and for the sum of $ 19,693.00, be and the same is hereby ratified and confirmed.

Alexander Harvey II
ALEXANDER HARVEY, II Judge
United States District Court

I hereby attest and certify on 9 April 1975 that the foregoing document is a full, true and correct copy of the original on file in my office and in my legal custody.
PAUL R. SCHLITZ
CLERK, U.S. DISTRICT COURT
DISTRICT OF MARYLAND
By Jean L. Bailey Deputy

Recorded
Date DEC 27 1974

(7) Filed 23rd of Dec., 1974.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

UNITED STATES OF AMERICA,

Plaintiff

v.

HARRY E. STILES and his wife
MARGARET STILES,

Defendants

CIVIL NO. 74-848-H

REPORT AND FINAL ACCOUNT OF TRUSTEE

Your Trustee, JOHN W. SPURRIER, United States Marshal for the District of Maryland, respectfully represents unto this Honorable Court:

1. That on December 23, 1974 this Honorable Court passed an Order ratifying and confirming the sale made by the Trustee on September 24, 1974, to the Farmers Home Administration of the U. S. Department of Agriculture, at and for the sum of $19,693.00.

2. That as of May 6, 1974, there was due and owing to the Farmers Home Administration of the United States Department of Agriculture, as mortgagee the sum of $19,118.10, together with total interest due at the daily rate of $3.7041 on said principal balance from May 7, 1974 until paid.

3. That no other claims have been filed by creditors in this proceeding, although proper notice was duly given to all interested parties by publication that certain sums have been expended by the Farmers Home Administration since the institution of these foreclosure proceedings.

4. That because the property was sold to the holder of the mortgage, no funds were actually received by the Trustees. However, after expenses of this foreclosure proceeding and those of the Farmers Home Administration are deducted, the Farmers Home

(8) Filed 1941 of March, 1975.

Administration will apply the net balance of the purchase price to the balance due under its mortgage.

5. That the Trustte incurred the following expenses for which he prays allowance and payment from the Farmers Home Administration, purchaser, in addition to amounts expended by the Farmers Home Administration which are to be deducted from the purchase price of said real property:

Income:

Purchase Price of Real Property----------$19,693.00

Expenses of the Trustee:

Advertising:

Advertising of Sale Notice in The Kent County News, Chestertown, Maryland, August 28, 1974, September 4, 11, and 18, 1974--$65.00

Advertising Nisi Ad - The Kent County News, Chestertown, Maryland, October 16, 23, and 30, 1974---------- 27.50

TOTAL ADVERTISING COSTS DUE THE U. S. MARSHAL---$92.50

NET BALANCE--------$19,600.50

WHEREFORE, the Trustee prays:

(a) That this Honorable Court pass an Order approving the expenses as set forth in this account.

(b) That this Court further Order that the balance, after expenses, be credited to the mortgage account of the defendants, HARRY E. and MARGARET STILES, now held by the Farmers Home Administration as hereinabove set forth.

John W. Spurrier

JOHN W. SPURRIER
United States Marshal
District of Maryland

TE OF MARYLAND)
) SS:
ITY OF BALTIMORE)

I Hereby Certify that on this 13th day of March, 1975, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore CITY, personally appeared JOHN W. SPURRIER, Trustee, and made oath in due form of law that the matters and facts set forth in the foregoing Report and Final Account of Trustee are true to the best of his knowledge, information and belief.

AS WITNESS MY HAND AND NOTARIAL SEAL.

Julie Grey
NOTARY PUBLIC--Julie Grey
My Commission Expires: July 1, 1978

O R D E R

ORDERED AS PRAYED, this 19th day of MARCH, 1975.

Alexander Harvey II
UNITED STATES DISTRICT COURT JUDGE
ALEXANDER HARVEY, II

I hereby attest and certify on 9 April, 1975 that the foregoing document is a full, true and correct copy of the original on file in my office and in my legal custody.
PAUL F. SCHUTZ
CLERK, U. S. DISTRICT COURT
DISTRICT OF MARYLAND
By Joan L. Gaby Deputy

Filed May 19, 1975

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this third day of June, in the year nineteen hundred and seventy-five, the following Report of Tax Sale was brought to be recorded, to wit:---

IN THE MATTER OF THE TAX SALES IN QUEEN ANNE'S COUNTY, MARYLAND, FOR THE YEAR 1975, OF PROPERTIES ASSESSED TO THE FOLLOWING: SIGMUND AND ADA TOMCZAK; SEYMOUR BISHOP, JOSEPH TOUHEY AND EDWARD J. ALBERT; EARL B. AMOLE, III; LENA G. AYERS; FIRST FIDELITY SAVINGS & LOAN; MILTON E. JEFFERSON, JR.; RALPH W. AND WINIFRED KENDALL; GLEN P. AND SHERRYE J. MILLER; NED T. MINEHART; HORACE C. MITCHELL; FLORENCE NIESSEN; LAWRENCE AND FRANCES L. REED; WILLIAM B. ROSENSTOCK; JOHN C. AND AGNES E. STUMP; ALICE I. VAUGHN; OLIVER W. AND MARY A. WEEKLEY; AVALON FARMS, INC.; GALEN E. AND VIRGINIA G. ROYALTY; GALEN E. AND VIRGINIA G. ROYALTY.	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY NO. 5680

* * * * *

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 1974-1975 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 delinquents thereto appended that unless payment be made in full of said taxes, together with all interest and costs accrued thereon to the date of payment on or before the 10th day of April,

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
758-0877

1975, 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, 1975, 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, 1975, 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 20, 1975, 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.

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 35-36, Chester Harbor, being designated on Map 10, Queen Anne's County Tax Maps, consisting of two lots and improvements. Assessed value $9630.00, assessed to Sigmund and Ada Tomczak for $251.34 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -$	251.34
Interest- -	13.40
Advertising -	17.00

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CENTREVILLE, MD. 21617

758-0877

Attorney- - - - - - - - - - - - - - - - - - - -	$	15.00
Auctioneer- - - - - - - - - - - - - - - - - - -		7.50
Notary Public - - - - - - - - - - - - - - - - -		2.00
	$	306.24
5% Treasurer's Commission - - - - - - - - - -	$	235.00
	$	541.24

The property was sold to Robert Wolcott at and for the sum of Four Thousand Seven Hundred Dollars ($4,700.00) 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 Lot 8, Fox Meadow, being designated as Parcel 106, Block 16, on Map 61, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $4,247.00, assessed to Seymour Bishop, Joseph Touhey and Edward J. Albert for $110.85 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$	110.85
Interest- - - - - - - - - - - - - - - - - - - -		5.90
Advertising - - - - - - - - - - - - - - - - - -		17.00
Attorney- - - - - - - - - - - - - - - - - - - -		15.00
Auctioneer- - - - - - - - - - - - - - - - - - -		7.50
Notary Public - - - - - - - - - - - - - - - - -		2.00
	$	158.25
5% Treasurer's Commission - - - - - - - - - -		205.00
	$	363.25

The property was sold to Pamela J. Downes at and for the sum of Four Thousand One Hundred Dollars ($4,100.00) she 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 20, Block 28-Section 2 in Bay City, being designated on Map 56, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $549.00, assessed to Earl B. Amole, III, for $14.33 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$	14.33
Interest- - - - - - - - - - - - - - - - - - - -		.76
Advertising - - - - - - - - - - - - - - - - - -		17.00
Attorney- - - - - - - - - - - - - - - - - - - -		15.00
Auctioneer- - - - - - - - - - - - - - - - - - -		7.50
Notary Public - - - - - - - - - - - - - - - - -		2.00
	$	56.59
5% Treasurer's Commission - - - - - - - - - -		85.00
	$	141.59

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
758-0677

The property was sold to Eugene F. Deems at and for the sum of One Thousand Seven Hundred Dollars ($1,700.00) 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 Lot 14, Block 8, Section 1, in Bay City, being designated on Map 56, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $515.00, assessed to Lena G. Ayers for $13.44 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$ 13.44
Interest- - - - - - - - - - - - - - - - - - - -	.72
Advertising - - - - - - - - - - - - - - - - - -	17.00
Attorney- - - - - - - - - - - - - - - - - - - -	15.00
Auctioneer- - - - - - - - - - - - - - - - - - -	7.50
Notary Public - - - - - - - - - - - - - - - - -	2.00
	$ 55.66
5% Treasurer's Commission - - - - - - - - - -	75.00
	$ 130.66

The property was sold to Eugene F. Deems at and for the sum of One Thousand Five Hundred Dollars ($1,500.00) 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 9, Block 28, Section 2, in Bay City, being designated on Map 56, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $150.00, assessed to First Fidelity Savings & Loan for $3.92 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$ 3.92
Interest- - - - - - - - - - - - - - - - - - - -	.21
Advertising - - - - - - - - - - - - - - - - - -	17.00
Attorney- - - - - - - - - - - - - - - - - - - -	15.00
Auctioneer- - - - - - - - - - - - - - - - - - -	7.50
Notary Public - - - - - - - - - - - - - - - - -	2.00
	$ 45.63
5% Treasurer's Commission - - - - - - - - - -	38.75
	$ 84.38

The property was sold to Pamela J. Downes at and for the sum of Seven Hundred Seventy-Five Dollars ($775.00) 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 27, Block N, Plat 2, Cloverfields, being designated on Map 49, Queen Anne's County Tax Maps, consisting of one lot. Assessed Value $579.00, assessed to Milton E. Jefferson, Jr. for $15.12

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD 21617
758-0877

taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	15.12
Interest		.81
Advertising		17.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
		57.43
5% Treasurer's Commission	$	42.50
	$	99.93

The property was sold to Eugene F. Deems, Jr. at and for the sum of Eight Hundred Fifty Dollars ($850.00) 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 8, Block V, Plat 1, Cloverfields, being designated on Map 49, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $422.00, assessed to Ralph W. & Winifred Kendall for $11.02 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	11.02
Interest		.59
Advertising		17.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	53.11
5% Treasurer's Commission		37.50
		90.61

The property was sold to Eugene F. Deems, Jr. at and for the sum of Seven Hundred Fifty Dollars ($750.00) 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 Lots 56-57, Block F, Section 1, Kent Island Estates, being designated on Map 70, Queen Anne's County Tax Maps, consisting of two lots. Assessed value $774.00, assessed to Glen P. and Sherrye J. Miller for $20.21 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	20.21
Interest		1.08
Advertising		17.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	62.79
5% Treasurer's Commission		130.00
	$	192.79

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
758-0877

The property was sold to Pamela J. Downes at and for the sum of Two Thousand Six Hundred Dollars ($2,600.00) 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 3, Block 3, Bay City, being designated on Map 56, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $412.00, assessed to Ned T. Minehart for $10.76 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	10.76
Interest		.57
Advertising		17.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	52.83
5% Treasurer's Commission		90.00
	$	142.83

The property was sols to Eugene F. Deems, Jr. at and for the sum of One Thousand Eight Hundred Dollars ($1,800.00) 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 Lots 24-25, Block X, Plat 1, Cloverfields, being designated on Map 49, Queen Anne's County Tax Maps, consisting of two lots. Assessed value $773.00, assessed to Horace C. Mitchell for $20.17 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	20.17
Interest		1.07
Advertising		17.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	62.74
5% Treasurer's Commission		115.00
	$	177.74

The property was sold to Clarence Ouellette at and for the sum of Two Thousand Three Hundred Dollars ($2,300.00) 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 11, Block U, Section 3, Kent Island Estate, being designated on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $560.00, assessed to Florence Niessen for $14.62 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	$	14.62
Interest		.78
Advertising		17.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	56.90
5% Treasurer's Commission		75.00
	$	131.90

The property was sold to Julius A. Blades at and for the sum of One Thousand Five Hundred Dollars ($1,500.00) 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 near Chester, being designated as Parcel 54, Block 1, on Map 64, Queen Anne's County Tax Maps, consisting of one lot and improvements. Assessed value $1,681.00, assessed to Lawrence and Frances L. Reed for $43.87 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	43.87
Interest		2.34
Advertising		17.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	87.71
5% Treasurer's Commission		130.00
	$	217.71

The property was sold to Robert Wolcott at and for the sum of Two Thousand Six Hundred Dollars ($2,600.00) 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 32, Block D, Romancoke on the Bay, being designated on Map 76, Queen Anne's County Tax Maps, consisting of one lot. Assessed Value $527.00, assessed to William B. Rosenstock for $13.76 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	13.76
Interest		.73
Advertising		17.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	55.99
5% Treasurer's Commission		65.00
	$	120.99

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ATTORNEY AT LAW
CENTREVILLE, MD. 21617
758-0877

The property was sold to Helen Pardee at and for the sum of One Thousand Three Hundred Dollars ($1,300.00) 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 10, Block B, Queen Anne Colony, being designated on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $2,568.00, assessed to John C. and Agnes E. Stump for $67.02 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 67.02
Interest	3.57
Advertising	17.00
Attorney	15.00
Auctioneer	7.50
Notary Public	2.00
	$ 112.09
5% Treasurer's Commission	340.00
	$ 452.09

The property was sold to Oscar A. Schulz at and for the sum of Six Thousand Eight Hundred Dollars ($6,800.00) 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 L, Section 3, Kent Island Estates, being designated on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $432.00, assessed to Alice I. Vaughn for $11.28 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 11.28
Interest	.60
Advertising	17.00
Attorney	15.00
Auctioneer	7.50
Notary Public	2.00
	$ 53.38
5% Treasurer's Commission	75.00
	$ 128.38

The property was sold to Conrad Moore at and for the sum of One Thousand Five Hundred Dollars ($1,500.00) 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 21, Block D, Section 2, Kent Island Estates, being designated on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $473.00, assessed to Oliver W. and Mary A. Weekley for $12.34 taxes in arrears plus interest, costs, and expenses to day of sale.

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758-0677

Taxes	$	12.34
Interest		.66
Advertising		17.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	54.50
5% Treasurer's Commission		60.00
	$	114.50

The property was sold to Julius Blades at and for the sum of One Thousand Two Hundred Dollars ($1,200.00) he being then and there the highest bidder thereof.

SIXTH DISTRICT

ALL that lot or parcel of land lying and being in the Sixth Election District of Queen Anne's County, Maryland, located near Queen Anne, being designated as Parcel 9, Block 14, on Map 62, Queen Anne's County Tax Maps, consisting of five acres of land, more or less, and improvements. Assessed value $8,610.00, assessed to Avalon Farms, Inc. for $224.72 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	224.72
Interest		11.98
Advertising		17.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	278.20
5% Treasurer's Commission		500.00
	$	778.20

The property was sold to Leroy Applefeld at and for the sum of Ten Thousand Dollars ($10,000.00) he 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 Lot 19, Block D, Char Nor Manor, being designated as Parcel 76, Block 6, on Map 4, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $450.00, assessed to Galen E. and Virginia G. Royalty for $11.75 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	11.75
Interest		.63
Advertising		17.00
Attorney		15.00
Auctioneer		7.50

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CENTREVILLE, MD. 21617
758-0877

Notary Public - - - - - - - - - - - - - - - -		2.00
	$	53.88
5% Treasurer's Commission - - - - - - - - - -		60.00
	$	113.88

The property was sold to Eugene F. Deems at and for the sum of One Thousand Two Hundred Dollars ($1,200.00) 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 Lot 25, Block D, Char Nor Manor, being designated as Parcel 76, Block 6, on Map 4, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $450.00, assessed to Galen E. and Virginia G. Royalty for $11.75 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$	11.75
Interest- -		.63
Advertising - - - - - - - - - - - - - - - - - - -		17.00
Attorney- -		15.00
Auctioneer- - - - - - - - - - - - - - - - - - - -		7.50
Notary Public - - - - - - - - - - - - - - - - - -		2.00
	$	53.88
5% Treasurer's Commission - - - - - - - - - -		75.00
	$	128.88

The property was sold to Julius Blades at and for the sum of One Thousand Five Hundred Dollars ($1,500.00) he 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 3rd day of June, 1975, 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.

Helen E Parker

Notary Public
My Commission Expires: July 1, 1978

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
758-0877

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2

Queen Anne's

RECORD-OBSERVER

Centreville, Md., June 3, 1975

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

in ~~XXXXXXXXXXXXXX~~ for the County Treasurer for

Queen Anne's County

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 20th day of May, 1975, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 30th day of April 1975, and the last insertion on the 14th day of May, 1975

THE RECORD-OBSERVER CORPORATION

By Rona M. Nordhoff

FILED June 3, 1975

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 1973-74 thru June 30, 1975 inclusive, there will be added to each of the following amounts, interest, fees and costs.

Unless payment be made in full of said taxes together with all interests and costs accrued thereon before the third Tuesday in May of 1975 to wit:

TUESDAY MAY 20, 1975

the said County Treasurer
for Queen Anne's County
will procced
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,

SECOND DISTRICT

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 35-36, Chester Harbor being designated on Map 10, Queen Anne's County Tax Maps, consisting of 2 lots and improvements. Assessed value $9630, assessed to Sigmund and Ada Tomczak for $251.34 taxes in arrears plus interest, costs, and expenses to day of sale.

THIRD DISTRICT

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 on Map CE-2-5, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $3454, assessed to Joseph P. and Toni Andrew for $90.15 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 Centreville being designated on Map 2-1, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $541, assessed to Joseph P. and Toni Andrew for $14.12 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 Lot 8, Fox Meadow, being designated as Parcel 103, Block 16, on Map 61, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $4247, assessed to Seymour Bishop, Joseph Touhey, and Edw. J. Albert for $110.85 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 Pioneer Point being designated as Parcel 19, Block 21, on Map 34, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $29,006, assessed to Edward J. Halloran et al. for $757.05 taxes in

No. 12

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 41, Block 8, on Map 29, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less. Assessed value $167, assessed to Nelson E. and Ellen Morris for $4.36 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 3rd Election District of Queen Anne's County, Maryland, located in Centreville, being designated on Map CE 14-26, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $3445, assessed to William H. and Helen Stant for $89.91 taxes in arrears plus interest, costs, and expenses to day of sale.

FOURTH DISTRICT

No. 1

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 20, Blk. 28, Sect. 2, Bay City, being designated on Map 56, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $549, assessed to Earl B. Amole, III, for $14.33 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 Lot 1, Blk. A, Plat 1, Shipping Creek, being designated as Parcel 149, Block 21, on Map 63, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $5,220, assessed to Atlantic Coast Equities, Inc., for $133.07 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 4th Election District of Queen Anne's County, Maryland, located Lot 2, Blk. A, Plat 1, Shipping Creek, being designated as Parcel 149, Block 21, on Map 63, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $5,703, assessed to Atlantic Coast Equities, Inc., for $143.85 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 4

All that lot or parcel of land nated as Parcel 149, Block 21, on Map 63, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $6526, assessed to Atlantic Coast Equities, Inc., for $170.32 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 10, Blk. A, Plat 2, Shipping Creek, being designated as Parcel 149, Block 21, on Map 63, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $7239, assessed to Atlantic Coast Equities, Inc., for $188.94 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 4th Election District of Queen Anne's County, Maryland, located Lot 11, Blk. A, Plat 2, Shipping Creek, being designated as Parcel 149, Block 21, on Map 63, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $4936, assessed to Atlantic Coast Equities, Inc. for $128.83 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 Lot 12, Blk. A, Plat 2, Shipping Creek, being designated as Parcel 149, Block 21, on Map 63, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $6800, assessed to Atlantic Coast Equities, Inc., for $177.48 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 13

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Parcel A, Plat 1, Shipping Creek, being designated as Parcel 149, Block 21, on Map 63, Queen Anne's County Tax Maps, consisting of 8 acres of land, more or less. Assessed value $23,828, assessed to Atlantic Coast Equities, Inc., for $621.91 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 Lot 1, Blk. B, Plat 1 Shipping Creek, being designated as Parcel 149, Block 21 on Map 63, Queen Anne's County Tax Maps, consisting o

For remainder of columns see following page: CWC 8 Page 364.

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, 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 Ingleside being designated as Parcel 50, Block 17, on Map 31, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $3055, assessed to Edward Lee and Marjorie Boone for $79.74 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 50, Block 14, on Map 20, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $1325, assessed to Albert J. and Constance Clough for $34.58 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 in Sudlersville being designated on Map 12A, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $4235, assessed to Reese and Rita Coleman for $110.53 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 1st Election District of Queen Anne's County, Maryland, located near Barclay being designated as Parcel 48, Block 2, on Map 25, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $125, assessed to David and Elizabeth Jones for $3.26 taxes in arrears plus interest, costs, and expenses to day of sale.

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 Election District of Queen Anne's County, Maryland, located Pioneer Point being designated as Parcel 8, Block 15, on Map 34, Queen Anne's County Tax Maps, consisting of 1502 acres of land, more or less and improvements. Assessed value $405,336, assessed to Edward J. Halloran et al. for $10,579.27 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 117 lots, Mallard Point, being designated as Parcel 8, Block 16, on Map 34, Queen Anne's County Tax Maps, consisting of 117 lots. Assessed value $4500, assessed to Edward J. Halloran et al. for $117.45 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 Corsica Neck Road, being designated as Parcel 13, Block 14, on Map 34, Queen Anne's County Tax Maps, consisting of 6 acres of land, more or less. Assessed value $8900, assessed to Edward J. Halloran et al. for $232.29 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 near Centreville, being designated as Parcel 46, Block 20, on Map 44, Queen Anne's County Tax Maps, consisting of 6 acres of land, more or less and improvements. Assessed value $5080, assessed to Charles Homer for $132.59 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 3rd Election District of Queen Anne's County, Maryland, located near Burrisville, being designated as Parcel 49, Block 23, on Map 28, Queen Anne's County Tax Maps, consisting of 9 acres of land, more or less and improvements. Assessed value $2880, assessed to Lloyd F. Kilson, Jr., for $75.17 taxes in arrears plus interest, costs, and expenses to day of sale.

lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 3, Blk. A, Plat 1, Shipping Creek, being designated as Parcel 149, Block 21, on Map 63, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $6170, assessed to Atlantic Coast Equities, Inc., for $161.04 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 4th Election District of Queen Anne's County, Maryland, located Lot 4, Blk. A, Plat 1, Shipping Creek, being designated as Parcel 149, Block 21, on Map 63, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $6690, assessed to Atlantic Coast Equities, Inc., for $174.61 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 4th Election District of Queen Anne's County, Maryland, located Lot 5, Blk. A, Plat 1, Shipping Creek, being designated as Parcel 149, Block 21, on Map 63, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $6389, assessed to Atlantic Coast Equities, Inc., for $166.76 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 6, Blk. A, Plat 1, Shipping Creek, being designated as Parcel 149, Block 21, on Map 63, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $5511, assessed to Atlantic Coast Equities, Inc., for $143.83 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 7, Blk. A, Plat 2, Shipping Creek, being designated as Parcel 149, Block 21, on Map 63, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $6361, assessed to Atlantic Coast Equities, Inc., for $166.02 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 9, Blk. A, Plat 2, Shipping Creek, being designated as Parcel 149, Block 21, on Map 63, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $6,594, assessed to Atlantic Coast Equities, Inc., for $234.75 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 Lot 2, Blk. B, Plat 1, Shipping Creek, being designated as Parcel 149, Block 21, on Map 63, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $5895, assessed to Atlantic Coast Equities, Inc., for $153.86 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 Lot 3, Blk. B, Plat 1, Shipping Creek, being designated as Parcel 149, Block 21, on Map 63, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $5840, assessed to Atlantic Coast Equities, Inc., for $152.42 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 4th Election District of Queen Anne's County, Maryland, located Lot 4, Blk. B, Plat 1, Shipping Creek, being designated as Parcel 149, Block 21, on Map 63, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $5210, assessed to Atlantic Coast Equities, Inc., for $135.98 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 18

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 6, Blk. B, Plat 1, Shipping Creek, being designated as Parcel 149, Block 21, on Map 63, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $5374, assessed to Atlantic Coast Equities, Inc., for $140.27 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 19

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 11, Blk. B, Plat 2, Shipping Creek, being designated as Parcel 149, Block 21, on Map 63, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $6279, assessed to Atlantic Coast Equities, Inc., for $163.89 taxes in arrears plus interest,

For remainder of columns see following page: CWC 8 Page 365.

costs, and expenses to day of sale.

No. 20

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 13, Blk. B, Plat 2, Shipping Creek, being designated as Parcel 149, Block 21, on Map 63, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $6170, assessed to Atlantic Coast Equities, Inc., for $161.04 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 4th Election District of Queen Anne's County, Maryland, located Lot 14, Blk. B, Plat 2, Shipping Creek, being designated as Parcel 149, Block 21, on Map 63, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $5539, assessed to Atlantic Coast Equities, Inc., for $144.57 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 14, Blk. 8, Sect. 1, Bay City, being designated on Map 56, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $515, assessed to Lena G. Ayers for $13.44 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 9, Blk. 28, Sect. 2, Bay City, being designated on Map 56, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $150, assessed to First Fidelity Savings & Loan for $3.92 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 Rt. 50, near Stevensville, being designated as Parcel 438, Block 7, on Map 57, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $14,848, assessed to Paul J. and Agnes Gleason for $740.23 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 28

All that lot or parcel of land lying and being in the 4th

to Ned T. Minehart for $10.76 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 41

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lots 24-25, Blk. X, Plat 1, Cloverfields, being designated on Map 49, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value $773, assessed to Horace C. Mitchell for $20.17 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 42

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 8, Blk. C, Castle Marina, being designated on Map 57, Queen Anne's County Tax Maps, consisting of 1 lot and improvements. Assessed value $18,578, assessed to Robert H. and Pamela B. Nelson for $484.88 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 43

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 11, Blk. U, Sect. 3, K.I.E., being designated on Map 70, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $560, assessed to Florence Niessen for $14.62 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 44

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 54, Block 1, on Map 64, Queen Anne's County Tax Maps, consisting of 1 lot and improvements. Assessed value $1681, assessed to Lawrence and Frances L. Reed for $43.87 taxes in arrears plus interest, costs and expenses to day of sale.

No. 45

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 32, Blk. D, Romancoke on the Bay, being designated on Map 76, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $527, assessed to Wm. B. Rosenstock for $13.76 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 49

All that lot or parcel of land lying and being in the 4th

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 $5042, assessed to Alfred S. and Lillian C. Curtis for $131.60 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 5th Election District of Queen Anne's County, Maryland, located near Carmichael, being designated as Parcel 73, Block 24, on Map 59, Queen Anne's County Tax Maps, consisting of 1 lot and improvements. Assessed value $1445, assessed to Linwood Single for $37.71 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 5th Election District of queen Anne's County, Maryland, located near Grasonville, being designated as Parcel 587, Block 23, on Map 58, Queen Anne's County Tax Maps, consisting of 1 lot and improvements. Assessed value $2603, assessed to Thos. and Vera M. Smith for $67.94 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 in Queenstown, being designated as Parcel 99, Block 1, on Map 51, Queen Anne's County Tax Maps, consisting of 1 lot and improvements. Assessed value $12,235, assessed to Joseph J. and Patricia E. Walbert for $319.33 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 5th Election District of Queen Anne's County, Maryland, located near Grasonville, being designated as Parcel 465, Block 22, on Map 58, Queen Anne's County Tax Maps, consisting of 1 lot and improvements. Assessed value $4005, assessed to Ernest L. and Dorothy E. Warrick for $104.53 taxes in arrears plus interest, costs, and expenses to day of sale.

SIXTH DISTRICT

No. 1

All that lot or parcel of land

No. 4

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located Ewingtown, being designated as Parcel 33, Block 7, on Map 11, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $150, assessed to Joseph and Mary V. Green, heirs, for $3.92 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 7th Election District of Queen Anne's County, Maryland, located Ewingtown, being designated as Parcel 137, Block 7, on Map 11, Queen Anne's County Tax Maps, consisting of 1 acres of land, more or less and improvements. Assessed value $950, assessed to Joseph and Mary V. Green, heirs, for $24.80 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 Pondtown, being designated as Parcel 104, Block 19, on Map 6, Queen Anne's County Tax Maps, consisting of 1 lot and improvements. Assessed value $600, assessed to Andrew, Jr., and Ann L. Hawkins for $20.88 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 Ewingtown, being designated as Parcel 90, Block 7, on Map 11, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value $7223, assessed to George E. Holloway for $183.52 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 7th Election District of Queen Anne's County, Maryland, located Pondtown, being designated as Parcel 49, Block 19, on Map 6, Queen Anne's County Tax Maps, consisting of 3 acres of land, more or less and improvements. Assessed value $1625, assessed to M. Ethel Ringgold for $25.74 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 10

All that lot or parcel of land

For remainder of columns see following page:CWC8 page 366.

Election District of Queen Anne's County, Maryland, located near Chester, being designated as Parcel 44, Block 1, on Map 64, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $5450, assessed to James E. and Ellenora Green for $142.25 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 19, Blk. Y, Plat 1; Lot 20, Blk. Y, Plat 3, Clvds., being designated on Map 49, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value $1305, assessed to John E. Hoskins and Diana T. Scott for $34.06 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 31

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 27, Blk. N, Plat 2, Clvds., being designated on Map 49, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $579, assessed to Milton E. Jefferson, Jr. for $15.12 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 33

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 8, Blk. V, Plat 1, Clvds., being designated on Map 49, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $422, assessed to Ralph W. and Winifred Kendall for $11.02 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 39

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lots 56-57, Blk. F, Sect. 1, K.I.E., being designated on Map 70, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value $774, assessed to Glen P. and Sherrye J. Miller for $20.21 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 40

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 3, Blk. 3, Bay City, being designated on Map 56, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $412, assessed

Election District of Queen Anne's County, Maryland, located Lot 10, Blk. B, Queen Anne Colony, being designated on Map 70, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $2568, assessed to John C. and Agnes E. Stump for $67.02 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 51

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 7, Blk. L, Sect. 3, K.I.E., being designated on Map 70, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $432, assessed to Alice I. Vaughn for $11.28 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 52

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 21, Blk D, Sect. 2, K.I.E., being designated on Map 70, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $473, assessed to Oliver W. and Mary A. Weekley for $12.34 taxes in arrears plus interest, costs, and expenses to day of sale.

FIFTH DISTRICT

No. 2

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 250, Block 22, on Map 58, Queen Anne's County Tax Maps, consisting of 1 lot and improvements. Assessed value $8476, assessed to Frank G. Baldwin, Jr., trustee, for $221.11 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 5th Election District of Queen Anne's County, Maryland, located near Grasonville, being designated as Parcel 43, Block 23, on Map 58, Queen Anne's County Tax Maps, consisting of 1 lot and improvements. Assessed value $1720, assessed to Monroe Bouldin, et al. for $44.89 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 5th Election District of Queen Anne's County, Maryland, located near Grasonville, being

lying and being in the 6th Election District of Queen Anne's County, Maryland, located near Queen Anne, being designated as Parcel 9, Block 14, on Map 62, Queen Anne's County Tax Maps, consisting of 5 acres of land, more or less and improvements. Assessed value $8610, assessed to Avalon Farms, Inc., for $224.72 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 6the Election District of Queen Anne's County, Maryland, located near Starr, being designated as Parcel 79, Block 11, on Map 61, Queen Anne's County Tax Maps, consisting of 1 lot and improvements. Assessed value $2910, assessed to Vincent R. and Margaret J. Wilson for $75.95 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 Lot 25, Piney Ridge, being designated as Parcel 77, Block 18, on Map 1, Queen Anne's County Tax Maps, consisting of 1 lot and improvements. Assessed value $18,570, assessed to Lawrence A. and Ethel E. Collins for $484.68 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 7th Election District of Queen Anne's County, Maryland, located Pondtown, being designated as Parcel 1, Block 18, on Map 5, Queen Anne's County Tax Maps, consisting of 1 lot and improvements. Assessed value $8,454, assessed to Samuel G. and Gretta L. Danlels for $220.65 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 Lot 60, Sec. 1, Ducks Neck, being designated as Parcel 296, Block 1, on Map 5, Queen Anne's County Tax Maps, consisting of 1 lot and improvements. Assessed value $4299, assessed to Allen Edwards and Joyce Kendall for $112.21 taxes in arrears plus interest, costs, and expenses to day of sale.

lying and being in the 7th Election District of Queen Anne's County, Maryland, located Lot 19, Blk. D, CharNor Manor, being designated as Parcel 76, Block 6, on Map 4, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $450, assessed to Galen E. and Virginia G. Royalty for $11.75 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 25, Blk. D, CharNor Manor being designated as Parcel 76, Block 6, on Map 4, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $450, assessed to Galen E. and Virginia G. Royalty for $11.75 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 Election District of Queen Anne's County, Maryland, located Crumpton, being designated as Parcel 13, Block 6, on Map 5A, Queen Anne's County Tax Maps, consisting of lot and improvements. Assessed value $2250, assessed to Harry C. Wilds for $58.73 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 13

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 37, Block 7, on Map 11, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value $4380, assessed to William L. Wright for $114.32 taxes in arrears plus interest, costs, and expenses to day of sale.

(signed)
OSCAR A. SCHULZ
TREASURER
for
QUEEN ANNE'S COUNTY
MARYLAND

IN THE MATTER OF THE TAX SALES IN QUEEN ANNE'S COUNTY, MARYLAND, FOR THE YEAR 1975, OF PROPERTIES ASSESSED TO THE FOLLOWING; SIGMUND AND ADA TOMCZAK; SEYMOUR BISHOP, JOSEPH TOUHEY AND EDWARD J. ALBERT; EARL B. AMOLE, III; LENA G. AYERS; FIRST FIDELITY SAVINGS & LOAN; MILTON E. JEFFERSON, JR.; RALPH W. AND WINIFRED KENDALL; GLEN P. AND SHERRYE J. MILLER; NED T. MINEHART; HORACE C. MITCHELL; FLORENCE NIESSEN; LAWRENCE AND FRANCES L. REED; WILLIAM B. ROSENSTOCK; JOHN C. AND AGNES E. STUMP; ALICE I. VAUGHN; OLIVER W. AND MARY A. WEEKLEY; AVALON FARMS, INC.; GALEN E. AND VIRGINIA G. ROYALTY; GALEN E. AND VIRGINIA G. ROYALTY.	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY NO. 5680

* * * * *

ORDERED, this 5th day of June, 1975, 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 14th day of July, 1975, 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 11th day of June 1975, and ending on the 2nd day of July, 1975.

AND the report states amount of sale to be $48,675.00

B. Hackett Turner Jr.
JUDGE

FILED: June 5, 1975

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
758-0877

IN THE MATTER OF THE TAX SALES IN QUEEN ANNE'S COUNTY, MARYLAND, FOR THE YEAR 1975, OF PROPERTIES ASSESSED TO THE FOLLOWING:
SIGMUND AND ADA TOMCZAK; SEYMOUR BISHOP, JOSEPH TOUHEY AND EDWARD J. ALBERT; EARL B. AMOLE, III; LENA G. AYERS; FIRST FIDELITY SAVINGS & LOAN; MILTON E. JEFFERSON, JR.; RALPH W. AND WINIFRED KENDALL; GLEN P. AND SHERRYE J. MILLER; NED T. MINEHART; HORACE C. MITCHELL; FLORENCE NIESSEN; LAWRENCE AND FRANCES L. REED; WILLIAM B. ROSENSTOCK; JOHN C. AND AGNES E. STUMP; ALICE I. VAUGHN; OLIVER W. AND MARY A. WEEKLEY;
AVALON FARMS, INC.;
GALEN E. AND VIRGINIA G. ROYALTY; GALEN E. AND VIRGINIA G. ROYALTY.

+ + + +
IN
THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY
NO. 5680
+ + + + +

ORDERED, this 5th day of June, 1975, 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 14th day of July, 1975, 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 11th day of June 1975, and ending on the 2nd day of July, 1975.

AND the report states amount of sale to be $48,675.00.

B. HACKETT TURNER, JR.
JUDGE
FILED: June 5, 1975
TRUE COPY
TEST: Charles W. Cecil, Clerk
4t-7-2

LIBER 8 PAGE 368

Queen Anne's
RECORD-OBSERVER

Centreville, Md., July 28 1975

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 14th day of July, 19 75, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 11th day of June 19 75; and the last insertion on the 2nd day of July, 19 75.

THE RECORD-OBSERVER CORPORATION
By Dorothy M. Monroe

Filed July 28, 1975

5/

IN THE MATTER OF THE TAX SALES IN QUEEN ANNE'S COUNTY, MARYLAND, FOR THE YEAR 1975, OF PROPERTIES ASSESSED TO THE FOLLOWING: SIGMUND AND ADA TOMCZAK; SEYMOUR BISHOP, JOSEPH TOUHEY AND EDWARD J. ALBERT; EARL B. AMOLE, III; LENA G. AYERS; FIRST FIDELITY SAVINGS & LOAN; MILTON E. JEFFERSON, JR.; RALPH W. AND WINIFRED KENDALL; GLEN P. AND SHERRYE J. MILLER; NED T. MINEHART; HORACE C. MITCHELL; FLORENCE NIESSEN; LAWRENCE AND FRANCES L. REED; WILLIAM B. ROSENSTOCK; JOHN C. AND AGNES E. STUMP; ALICE I. VAUGHN; OLIVER W. AND MARY A. WEEKLEY; AVALON FARMS, INC.; GALEN E. AND VIRGINIA G. ROYALTY; GALEN E. AND VIRGINIA G. ROYALTY.	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY NO. 5680

* * * * *

ORDERED, this 31 day of July, 1975, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the following tax sales on the 20th day of May, 1975, 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:

Sigmund and Ada Tomczak	-	Second Election District
Seymour Bishop, Joseph Touhey and Edward J. Albert	-	Third Election District
Earl B. Amole, III	-	Fourth Election District
Lena G. Ayers	-	Fourth Election District
First Fidelity Savings and Loan	-	Fourth Election District
Milton E. Jefferson, Jr.	-	Fourth Election District
Ralph W. & Winifred Kendall	-	Fourth Election District
Glen P. and Sherrye J. Miller	-	Fourth Election District
Ned T. Minehart	-	Fourth Election District
Horace C. Mitchell	-	Fourth Election District
Florence Niessen	-	Fourth Election District
Lawrence and Frances L. Reed	-	Fourth Election District
William B. Rosenstock	-	Fourth Election District
John C. and Agnes E. Stump	-	Fourth Election District
Alice I. Vaughn	-	Fourth Election District
Oliver W. and Mary A. Weekley	-	Fourth Election District
Avalon Farms, Inc.	-	Sixth Election District

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
758-0877

Galen E. and Virginia G. Royalty - Seventh Election District
Galen E. and Virginia G. Royalty - 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, 1975, 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 July 31, 1975

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
758-0677

VACHEL A. DOWNES, JR.
ATTORNEY NAMED IN MORTGAGE
115 Lawyers Row
Centreville, Maryland 21617

VS.

NELLIE MAE ALEXANDER
LUTHER EDWARD ALEXANDER
5251 Linden Heights Avenue
Baltimore, Maryland 21205

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5847

AUG 23-76 * 2 971 *****40.00
AUG 23-76 A 92 971 *****40.00

* * * * * * * * * * * * *

ORDER TO DOCKET SUIT

TO: CHARLES W. CECIL, CLERK:

Mr. Clerk: You will please docket suit as per the above titling for foreclosure of a mortgage from Nellie Mae Alexander and Luther Edward Alexander, to Seabreeze Properties, Inc., a body corporate of the State of Maryland, dated February 7, 1975, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 91 folio 66, default having occurred in the terms thereof by reason of non-payment of principal and interest payable under the terms of said mortgage after demand therefor was made; and you will file herewith a certified copy of said mortgage as well as the accompanying affidavit.

FILED
AUG 23 1976

Vachel A. Downes Jr.
Vachel A. Downes, Jr.
Attorney Named In Mortgage
115 Lawyers Row
Centreville, Maryland 21617

Telephone: 301-758-0680

AFFIDAVIT

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

I HEREBY CERTIFY, that on this 23rd day of August, 1976, before me, the subscriber, a Notary Public as aforesaid, personally appeared Vachel A. Downes, Jr., Attorney Named in Mortgage, and made oath in due form of law to the best of his knowledge, information and belief, that Nellie Mae Alexander and Luther Edward Alexander and according to the tax assessment records of Queen Anne's County reside at 5251 Linden Heights Avenue, Baltimore, Maryland (21205), and that they are not now in the military service of the United States of America as defined by the Soldier's and Sailor's Civil Relief Act of 1940, with amendments thereto, or

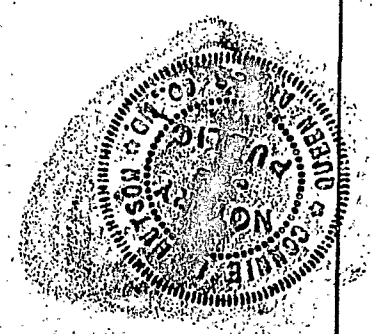
FILED
AUG 23 1976

Chapter 710 of the Laws of Maryland of 1941, nor have they been in such military service within three months prior hereto.

AS WITNESS my hand and Notarial Seal.

Connie L. Hutson
NOTARY PUBLIC

My Commission Expires:



VACHEL A. DOWNES, JR.
ATTORNEY NAMED IN MORTGAGE
115 Lawyers Row
Centreville, Maryland 21617

vs.

NELLIE MAE ALEXANDER
LUTHER EDWARD ALEXANDER
5251 Linden Heights Avenue
Baltimore, Maryland 21205

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5847

STATEMENT OF MORTGAGE

INDEBTEDNESS

Principal Indebtedness	$6,490.00
Unpaid principal at eight percent (8%) from July 1, 1975 through August 31, 1976, 14 months @$43.26	605.72
Total Principal and Interest as of August 31, 1976	$7,095.72

FILED
AUG 23 1976

Respectfully submitted,

Vachel A. Downes, Jr.
Vachel A. Downes, Jr.
Attorney Named in Mortgage

AFFIDAVIT

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

I HEREBY CERTIFY, that on this 23rd day of August, 1976, before me, the subscriber, a Notary Public as aforesaid, personally appeared Vachel A. Downes, Jr., Attorney Named in Mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing Statement of Mortgage Indebtedness are true and correct to the best of his knowledge, information and belief.

FILED
AUG 23 1976

AS WITNESS my hand and Notarial Seal.

Connie L. Hewitt
NOTARY PUBLIC

My Commission Expires:

VACHEL A. DOWNES, JR.
ATTORNEY NAMED IN MORTGAGE
115 Lawyers Row
Centreville, Maryland 21617

vs.

NELLIE MAE ALEXANDER
LUTHER EDWARD ALEXANDER
5251 Linden Heights Avenue
Baltimore, Maryland 21205

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5847

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

Mr. Clerk:

Please provide a certified copy of a certain mortgage from Nellie Mae Alexander and Luther Edward Alexander to Seabreeze Properties, Inc., dated February 7, 1975, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 91 folio 66, and file the same herein, charging the costs thereof hereto.

FILED
AUG 23 1976

Vachel A. Downes, Jr.
Vachel A. Downes, Jr.
Attorney Named In Mortgage

LIBER 8 PAGE 374

LIBER 91 PAGE 66

DOCUMENT NO. 79 135

PURCHASE MONEY

THIS MORTGAGE, made this 7th day of February, 19 75, by and between NELLIE MAE ALEXANDER and LUTHER EDWARD ALEXANDER, parties of the first part, hereinafter referred to as MORTGAGOR, and SEABREEZE PROPERTIES, INC., a body corporate, party of the second part, hereinafter referred to as MORTGAGEE.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith in the principal sum of SIX THOUSAND SIX HUNDRED SIXTY - - - - - 00/100 Dollars ($ 6,660.00) 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, ~~XXXXXXXXXXXXXX~~ to complete the payment of the balance of the purchase money for the hereinafter described real estate, in the manner following:

In SIXTY (60) consecutive monthly installments of ONE HUNDRED THIRTY THREE DOLLARS AND EIGHTY THREE CENTS ($133.83) each, including interest as aforesaid, the first of said installments to be payable on the 7th day of March, 1975, and payable on the 7th day of each month thereafter until said indebtedness and the interest to accrue thereon is fully paid and satisfied;

Said Mortgagors shall have the right to prepay said indebtedness at any time, in whole or in part, without premium or penalty, with interest to cease on the principal indebtedness so prepaid, provided, all prepayments of principal are accompanied by the payment of all interest accruing to the date of such prepayment

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

PURCHASE MONEY

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 those lots or parcels of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, being known as Lots Nos. 26 and 27, Block M, Cloverfields, as set forth and shown on a Plat entitled, "Plat Two Cloverfields", by Purdum and Jeschke, Engineers and Land Surveyors, dated March 4, 1959, and recorded among the Land Records of Queen Anne's County in Liber T. S. P. No. 46, folio 383, and in Plat Record Book T. S. P. No. 1, folio 53.

BEING the same lots or parcels of land which were granted and conveyed unto the said Nellie Mae Alexander and Luther Edward Alexander by Seabreeze Properties, Inc. by deed of conveyance bearing date February 7th, 1975, and recorded, or intended to be recorded, immediately preceding these presents, among the land records of Queen Anne's County, State of Maryland.

SUBJECT to the restrictive covenants and conditions contained in a Deed from Guaranteed Realty Corporation to Helen B. Ryan dated March 26, 1959, and recorded among the Land Records of Queen Anne's County in Liber T. S. P. No. 46, folio 529.

RECEIVED FOR RECORD
& RECORDED IN LIBER Case
NO. 91 FOLIO 66

1975 FEB 10 AM 9:51

RECORD FOR
QUEEN ANNE'S CO., MD.
CHARLES W. CECIL, CLERK

FEB 10-75 * 21699 *****10.50
FEB 10-75 A 21699 *****10.50

FILED
AUG 23 1976

March 26, 1975 Original Mortgage, 204 Navy Plaza, 1301 York Road, Lutherville, Md. 21093

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

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

AND the Mortgagor covenants with the Mortgagee as follows: (1) To repay the indebtedness, together with interest, secured by this mortgage, when due, (2) to keep the improvements on the premises insured against loss or damage by fire and such other hazards as may be required by the Mortgagee, to the amount of at least the insurable value thereof, in an insurance company or companies selected by the Mortgagee, and to have all said policies so framed or endorsed that the proceeds arising from said policies, in case of loss or damage, shall be payable to the Mortgagee only, and may, at his option, be applied to the extinguishment of the indebtedness and sums secured by this mortgage, whether then due or not, or used for the reconstruction of the improvements on the mortgaged property, and to deliver all said policies to the Mortgagee to be kept by him, (3) to pay all taxes, water and sewer charges, insurance premiums, public dues and assessments, for which the Mortgagor and/or the property hereby mortgaged may become liable, when payable; in the event the Mortgagor fails to make the said payments, the Mortgagee is hereby authorized to pay the same, and the amount so paid shall then be added to the principal indebtedness secured by this mortgage and bear interest at the rate of six (6%) per centum per annum from the date of said payment, and the Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor to keep the improvements on said property in good condition and repair, the Mortgagee may demand the immediate repair thereof or an increase in the amount of security or the immediate repayment of the indebtedness hereby secured, and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee may, without notice, institute proceedings to foreclose this mortgage and apply for the appointment of a receiver as herein provided, (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents, issues and profits of said premises and account therefor as the Court may direct, (6) that in case of default in the payment of said debt, or interest, or any part of either, when due, or in any covenant of this Mortgage, or should title to the hereby mortgaged property be acquired by any persons or corporations, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the Mortgagee's written consent, then the whole debt intended to be secured and all moneys owing hereunder or secured hereby shall, at the option of the Mortgagee, be due and demandable, and the Mortgagee, or Vachel Downes, Jr. his hereby duly constituted attorney for the purpose, are hereby authorized to sell said premises after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper published in the County where the mortgaged property or some portion thereof is located, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, and to apply the proceeds of sale as follows, to wit: first, to the payment of all expenses incident to such sale, including a counsel fee of $200.00 for conducting the proceedings if without contest, but if legal services be rendered to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper, and also to the payment of a commission to the party making sale equal to the commission allowed trustees making sales of property under a decree of a Court of equity in the County where the sale is reported; second, to the payment of all claims of the Mortgagee, whether the same shall have matured or not; and third, the balance, if any, to the Mortgagor or to whomsoever shall be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid when suit has been docketed in the proper Court for the purpose of foreclosure under the power of sale granted herein, (7) that in the event of sale of the mortgaged property under the power of sale granted herein, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as part hereof, (8) that the Mortgagor will warrant specially the property hereby conveyed and will execute such further assurances as may be requisite.

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

WITNESS the hand and seal of the Mortgagort

WITNESS: (as to Mortgagors)

Virginia S. White	Nellie Mae Alexander (SEAL) Nellie Mae Alexander
Virginia S. White	Luther Edward Alexander (SEAL) Luther Edward Alexander
	(SEAL)
	(SEAL)

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S, TO WIT:

On this the 7th day of February, 1975, before me, Virginia S. White, the undersigned officer, personally appeared NELLIE MAE ALEXANDER and LUTHER EDWARD ALEXANDER, 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 the said~~

~~and further acknowledged that the said mortgagee is a corporation and that the seal affixed to the said instrument is the corporate seal of said corporation and that the said~~

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

VIRGINIA S. WHITE NOTARY PUBLIC Queen Anne's County, Md.

Virginia S. White
Virginia S. White Notary Public

*Here insert the name of the officer who takes the Acknowledgment. My commission expires July 1, 1978.

(over)

LIBER 91 PAGE 67

LIBER 8 PAGE 375

LIBER 8 PAGE 376

LIBER 91 PAGE 68

STATE OF MARYLAND, ~~xxxxxx~~ COUNTY OF BALTIMORE , TO WIT:

I HEREBY CERTIFY, that on this 7th day of February 1975, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~xxxxxx~~ County aforesaid, personally appeared MORRIS H. WOLF, President of Seabreeze Properties, Inc., and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein stated; and further made oath that the principal sum hereof has been paid over and disbursed by the Mortgagee unto the Mortgagors at a time no later than the final and complete execution of this mortgage; and that he is the duly authorized agent of the within mortgagee to make this affidavit.

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

PATRICIA ELLEN GRILLO NOTARY PUBLIC BALTIMORE COUNTY, MD.

Patricia Ellen Grillo
Patricia Ellen Grillo
Notary Public
My commission expires July 1, 1978

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. # 91, folio 66, a Land Record Book for Queen Anne's County.

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

IN TESTIMONY WHEREOF, I have hereunto subscribe my name and affixed the Seal of the Circuit Court for Queen Anne's County this 23rd day of August, 1976.

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

dNY-5847.

RECEIVED FOR RECORD Aug. 23, 1976

BOND

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

KNOW ALL MEN BY THESE PRESENTS, that we, Vachel A. Downes, Jr., of Queen Anne's County, State of Maryland, as Principal, and the Fidelity and Deposit Company of Maryland, 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 Eight Thousand Dollars ($8,000.00) current money of the United State of America, to be paid unto the State of Maryland, or its certain attorney, to which payment will and truly to be made and done, we bind ourselves and each of our and each of our heirs, executors, and administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 23 day of August, 1976.

WHEREAS, by a certain mortgage from Nellie Mae Alexander and Luther Edward Alexander, to Seabreeze Properties, Inc., dated February 7, 1975, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 91 folio 66, the Mortgagors became indebted unto the Mortgagee; and

WHEREAS, Vachel A. Downes, Jr., is the attorney named in said mortgage for purposes of collection and foreclosure;

WHEREAS, the above bounden, Vachel A. Downes, Jr., Attorney Named in Mortgage, is about to execute the power of sale contained in the above described mortgage by making sale of the property described in, granted and conveyed by the said mortgage, default having occurred in the terms, conditions and covenants of the said mortgage by the reason of the non-payment of the principal mortgage debt named in said mortgage and by reason of the non-payment of the interest covenants to be paid upon the said principal mortgage indebtedness by the terms of said mortgage at the times therein provided for the payment.

Now the condition of the above obligation is such, that if the above bounded, Vachel A. Downes, Jr., does and shall, will and faithfully abide by and fulfill any Order or Decree which shall be made by any Court of Equity in relation to the sale of the said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise, to be and remain in full force and virtue in law.

SIGNED, SEALED AND DELIVERED IN
THE PRESENCE OF

Connie L. Hutson — Vachel A. Downes, Jr. (SEAL)
Vachel A. Downes, Jr.
Attorney Named in Mortgage

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Ard E. King — By: William Freestate
William Freestate
Its Attorney In Fact

SURETY APPROVED AND BOND FILED ON 8/23/76

LIBER 2 PAGE 43

LIBER 8 PAGE 377

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 43, a Bond Record Book for Queen Anne's County.

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY MARYLAND

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 23rd day of August, Nineteen Hundred and Seventy-six.

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

VACHEL A. DOWNES, JR.
ATTORNEY NAMED IN MORTGAGE

VS.

NELLIE MAE ALEXANDER
LUTHER EDWARD ALEXANDER

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5847

AFFIDAVIT

I HEREBY CERTIFY, that on this 14 day of September, 1976, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Vachel A. Downes, Jr., Attorney Named In Mortgage, and made oath in due form of law that registered mail notice of the time, place and terms of sale in this cause were duly served by registered mail on Nellie Mae Alexander and Luther Edward Alexander, as prescribed by Rule W 74 (2) (c) of the Maryland Rules of Procedure.

Judith C. Conley
NOTARY PUBLIC

My Commission Expires: 7-1-1978

NOTARY PUBLIC JUDITH C. CONLEY QUEEN ANNE'S COUNTY, MD.

FILED
SEP 14 1976

8 PAGE 380

LAW OFFICES
VACHEL A. DOWNES, JR.
QUEEN ANNE'S BUILDING
115 LAWYERS ROW
CENTREVILLE, MARYLAND 21617
TELEPHONE 758-0660

September , 1976

C O P Y

Mrs. Nellie Mae Alexander
Mr. Luther Edward Alexander
5251 Linden Heights Avenue
Baltimore, Maryland 21205

Re: Lots 26 and 27
Block M, Plat 2
Cloverfields

Dear Mr. and Mrs. Alexander

I have filed a foreclosure proceeding in the Circuit Court for Queen Anne's County. Copies of the proceedings filed are enclosed, including a copy of the published advertisement of sale.

The matter can be settled at any time prior to the proposed sale by paying the moneys due to Seabreeze Properties, Inc., and costs and commissions as prescribed by law or rule of court.

Very truly yours,

Vachel A. Downes, Jr.

VADjr/clh

REGISTERED NO. 832

Value $ Value	Special Delivery $		
Reg. Fee $ 2.10	Return Receipt $ .75		
Handling Charge $	Restricted Delivery $		
Postage $ .35	☐ AIRMAIL		

POSTMASTER (By) S.D.C.

POSTMARK OF CENTREVILLE SEP 10 1976 MD MAILING OFFICE

FROM V. A. DOWNES
21617

TO Mr. & Mrs. Luther E. Alexander
5251 Linden Heights Ave.
Balt. Md. 21205

PO-1874-863-200

☐ Show to whom and date delivered ..... 15¢
☐ Show to whom, date, & address of delivery .. 35¢
☐ RESTRICTED DELIVERY.
Show to whom and date delivered ..... 65¢
☐ RESTRICTED DELIVERY.
Show to whom, date, and address of delivery 85¢

Mrs. Nellie Mae Alexander
5251 Linden Heights Ave.

REGISTERED NO. | INSURED NO.

☐ Addressee ☐ Authorized agent

POSTMARK

UNITED STATES POSTAL SERVICE
OFFICIAL BUSINESS

SENDER INSTRUCTIONS

Print your name, address, and ZIP Code in the space below.
• Complete items 1, 2, and 3 on the reverse.
• Attach this card to the back of the mailpiece, or on the front if space permits.
• Endorse article "Return Receipt Requested" adjacent to number.

RETURN TO

Vachel A. Downes, Jr.
P.O. Box 87
Centreville, Md. 21617

SEP 29 1976

MORTGAGE SALE
OF
UNIMPROVED
DESIRABLE LOTS
IN
CLOVERFIELDS
SUBDIVISION,
KENT ISLAND

Under and by virtue of the power of sale contained in a mortgage from Nellie Mae Alexander and Luther Edward Alexander, to Seabreeze Properties, Inc., dated February 7, 1975, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 91 folio 63, wherein Vachel A. Downes, Jr., was the Attorney Named in the Mortgage for purpose of collection by foreclosure or otherwise, default having occurred in the terms of said mortgage, the undersigned Assignee will offer at the public auction to the highest bidder on

TUESDAY, SEPTEMBER 21, 1976

at 10:00 o'clock, a.m. (DST) in front of the Courthouse Door in the Town of Centreville, Queen Anne's County, Maryland, all the following described real estate, to wit:

ALL those lots or parcels of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, being known as Lots Nos. 26 and 27, Block M, Claverfields, as set forth and shown on a Plat entitled, "Plat Two, Claverfields", by Purdum and Jeschke, Engineers and Records of Queen Anne's County in Liber T.S.P. No. 46 folio 303, and in Plat Book T.S.P. No. 1 folio 53.

SUBJECT to the restrictive covenants and conditions contained in a Deed from Guaranteed Realty Corporation to Helen B. Ryan dated March 26, 1959, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 46 folio 529.

Subject also to all rights of way, easements, charges and liens, if any, of record prior to the recording of the aforesaid mortgage.

TERMS OF SALE: A deposit of 20 percent of the purchase money will be required in cash or by certified or cashier's check on day of sale, or the full purchase price in cash or by certified or cashier's check on day of sale at the option of Purchaser (s). Any unpaid balance of the purchase money is to be secured by a note of the purchaser (s) bearing interest from day of sale at 6 percent, which balance shall be paid within 10 days after final ratification of the sale by the Court.

Taxes and other public charges to be adjusted to the date of final settlement. All expenses of transfer, including recording costs, recordation or revenue stamps, transfer taxes, preparation of deed, Notary fees, etc., to be at purchaser's expense. Possession to be given upon final settlement. At the time and place of sale, the Purchaser (s) will be required to make affidavit as required by Rule BR (6) (b) (3) of the Maryland Rules of Procedure.

Vachel A. Downes, Jr.
Attorney Named in Mortgage
115 Lawyers Row
Centreville, Maryland 21617
301-758-0360

Joseph A. Jackson, Jr.
Auctioneer
25-4t

The Bay Times

P.O. Box 44, Stevensville, Md. 21666 September 21, 1976

THE BAY TIMES, a body corporate, does hereby certify that the Mortgage Sale

in the case/estate of Nellie Mae Alexander and Luther Edward Alexander, to Seabreeze Properties, 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 21st day of September, 1976, and that the first insertion of said advertisement in said BAY TIMES was on the 25th day of August, 1976, and the last insertion on the 15th day of September, 1976

FILED
SEP 23 1976

THE BAY TIMES
By Jo Ellen Calloway

LIBER 8 PAGE 381

VACHEL A. DOWNES, JR., ATTORNEY NAMED IN MORTGAGE

VS.

NELLIE MAE ALEXANDER
LUTHER EDWARD ALEXANDER

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. ____

* * * * * * * * * * * * * * *

AFFIDAVIT

The undersigned, purchaser of the property of or formerly of Nellie Mae Alexander and Luther Edward Alexander, sold at public auction on the 21st day of SEPTEMBER, 1976, does hereby make oath in due form of law (a) that the property was purchased by Judith C. Conley, as agent for Seabreeze Properties, Inc., and (b) that the undersigned did not directly or indirectly discourage anyone from bidding for said property.

AS WITNESS my hand this 21st day of SEPTEMBER, 1976.

Judith C. Conley
Judith C. Conley
Agent for Seabreeze Properties, Inc., Purchaser

Subscribed and Sworn to before me, the undersigned, a Notary Public of Queen Anne's County, State of Maryland, this 21st day of September, 1976.

AS WITNESS my hand and Notarial Seal.

Connie L. Nutter
NOTARY PUBLIC

My Commission Expires: 7-1-1978

AFFIDAVIT BY AUCTIONEER

I HEREBY CERTIFY, that on this 21st day of SEPTEMBER 1976, that the undersigned, did sell at public sale the lands of Nellie Mae Alexander and Luther Edward Alexander, known as Lots 26 and 27, Block M, Cloverfields Subdivision unto Seabreeze Properties, Inc., at and for the sum of $ 1000.00 and I do further certify that this sale was fairly made.

Joseph A. Jackson, Jr., Auctioneer

FILED
SEP 23 1976

Subscribed and Sworn to before me, the undersigned, a

Notary Public of the State of Maryland, in and for Queen Anne's County, this 21st day of September, 1976.

AS WITNESS my hand and Notarial Seal.

Connie L. Hutson
NOTARY PUBLIC

My Commission Expires: 7-1-1978

CONNIE L. HUTSON
NOTARY PUBLIC
QUEEN ANNE'S CO., MD.

VACHEL A. DOWNES, JR.,
ATTORNEY NAMED IN MORTGAGE

VS.

NELLIE MAE ALEXANDER
LUTHER EDWARD ALEXANDER

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. _____

* * * * * * * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Vachel A. Downes, Jr., Attorney Named in Mortgage, in the proceedings in said cause above mentioned, respectfully shows that after giving bond with approved security for the faithful discharge of his duties, as prescribed by law, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Bay Times, a newspaper printed and published in Queen Anne's County, Maryland, for more than four (4) consecutive weeks preceding the day of sale; the said attorney named in mortgage, Vachel A. Downes, Jr., did, pursuant to said notice, on Tuesday, September 21, 1976, at 10:00 o'clock, a.m., in front of the Courthouse Door, in the Town of Centreville, then and there sell at public auction to the highest bidder the fee simple property mentioned and described in the advertisement of sale; said property so offered being thereby sold unto Seabreeze Properties, Inc., a body corporate of the State of Maryland, at and for the sum of $1000.00, which price was the highest amount bid for said property.

The Report of Sale states that the amount of sale is $1000.00.

Respectfully submitted,

Vachel A. Downes Jr

Vachel A. Downes, Jr.
Attorney Named in Mortgage

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S to wit:

I HEREBY CERTIFY, that on this 21st day of September 1976, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Vachel A. Downes, Jr., Attorney Named in Mortgage, and he did make oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct to the best of his knowledge, information and belief, and that such sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Connie S. Ta

NOTARY PUBLIC

My Commission Expires: 7-1-1978

ORDER NISI ON SALE

VACHEL A. DOWNES, JR.,
Attorney Named In Mortgage

vs.

NELLIE MAE ALEXANDER
LUTHER EDWARD ALEXANDER

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

Cause No. 5847

ORDERED, this 23rd day of September, 1976, that the sale of the real property, made and reported in this cause by Vachel A. Downes, Jr., Attorney named in mortgage, be ratified and confirmed, on or after the 25th day of October, 1976, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 18th day of October, 1976.

The report states the amount of sales to be $1,000.00.

Charles W. Cecil Clerk

Filed September 23, 1976

ORDER NISI ON SALE
VACHEL A. DOWNES, JR.,
Attorney Named In Mortgage
vs.
NELLIE MAE ALEXANDER
LUTHER EDWARD
ALEXANDER

+ + + + +

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 5847

+ + + + +

ORDERED, this 23rd day of September, 1976, that the sale of the real property, made and reported in this cause by Vachel A. Downes, Jr., Attorney named in mortgage, be ratified and confirmed, on or after the 25th day of October, 1976, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 18th day of October, 1976.

The report states the amount of sales to be $1,000.00.

CHARLES W. CECIL,
Clerk

Filed September 23, 1976

TRUE COPY
TEST: Charles W. Cecil,
Clerk

9-10-13

Queen Anne's
RECORD-OBSERVER

Centreville, Md., Nov. 4 1976

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

in the case/estate of Equity No. 5847

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 25th day of October, 1976, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 29th day of Sept. 1976, and the last insertion on the 10th day of October, 1976

THE RECORD-OBSERVER CORPORATION

By Dorothy M. Morris

FILED
NOV 8 1976

VACHEL A. DOWNES, JR.
ATTORNEY NAMED IN MORTGAGE

vs.

NELLIE MAE ALEXANDER
LUTHER EDWARD ALEXANDER

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. _____

* *

FINAL ORDER OF RATIFICATION OF SALE

Upon the aforegoing Report of Sale and Affidavit, it is ORDERED this 8 day of November, 1976, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of said Court, that the sale made by Vachel A. Downes, Jr., Attorney Named in Mortgage, on the 21st day of September, 1976, reported to this Court, be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although notice appears to have been given as directed by the preceding Order NiSi; and the said Vachel A. Downes, Jr., Attorney Named in Mortgage, is allowed the usual commissions under Rule of this Court and such proper expenses as he shall produce vouchers for to the auditors.

FILED
NOV 8 1976

B. Hackett Turner Jr.
JUDGE

VACHEL A. DOWNES, JR.
ATTORNEY NAMED IN MORTGAGE

VS.

NELLIE MAE ALEXANDER
LUTHER EDWARD ALEXANDER

IN THE CIRCUIT COURT

for

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5847

* * * * * * * * *

CERTIFICATE OF NOTICES MAIED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifes that on November 30, 1976, 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 parites to this cause, to wit:

Vachel A. Downes, Jr.
115 Lawyers Roe
Centreville, MD 21617

Nellie Mae Alexander
Luther Edward Alexander
5251 Linden Heights Avenue
Baltimore, Maryland 21205

Seabreeze Properties, Inc.
204 Heaver Plaza
1301 York Road
Lutherville, MD 21093

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on November 30, 1976, with the Clerk of Court, Centreville, Maryland, and the exceptions to said audit must be filed on or before December 15, 1976, and that if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on December 16, 1976.

FILED
NOV 30 1976

Thomas Clark
Auditor

VACHEL A. DOWNES, JR.
ATTORNEY NAMED IN MORTGAGE

VS.

NELLIE MAE ALEXANDER
LUTHER EDWARED ALEXANDER

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY NO. 5847

TO THE HONORABLE, THE JUDGE OF SAID COURT:

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

1. That tgus Account is stated at the request of Vachel A. Downes, Jr., Attorney named in Mortgage, 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 $6,756.44.

2. That in the within account of Vachel A. Dwones, Jr., Attorney named in mortgage and vendor, is chared with the proceeds of sale made by him, and he is allowed his commissions for making said sale, the court costs in this cause, the premium on the surety bond filed in this cause, the costs of advertising Notice of Sale and Order Nisi of Sale filed in this cause, the auctioneer's fee, The Notary costs, the registered mail costs, six months State and County taxes, the fee of your Auditor, and the balance was credited toward the mortgage indebtedness.

Respectfully submitted,

J. Thomas Clark
Auditor

November 30, 1976

FILED
NOV 30 1976

Cause No. 5847

The proceeds of the sale of land reported in this cause, in account with Vachel A. Downes, Jr., Attorney named in Mortgage foreclosed in these proceedings (and vendor of said land)

CR.

1976
Sept. 21 By proceeds of the sale of said land, per report of said vendor, to wit:----------$ 1,000.00

DR.

To Vachel A. Downes, Jr., Attorney named in Mortgage, (and vendor), per terms of mortgage, to wit:		
1-His commissions for making sale on $1,000.00, per terms of mortgage-------$100.00		
2-His fee for his severices----------	200.00	$300.00
To Do, for an amount paid Charles W. Cecil, Clerk, for advanced court Costs, per receipt exhibited, to wit:		40.00
To Do., for an amount due for Court costs, per statement of Clerk's exhibited, to wit:		
1-Costs of Charles W. Cecil, Clerk--$ 68.50		40.00
2-Appearance fee of Vachel A. Downes, Jr., Attorney----------	10.00	78.50
To Do., for an amount due Freestate Agency for the premium on the surety bond filed by the vendor in this cause, per invoice exhibited, to wit:----------		32.00
To Do., for amount paid Bay Times for publishing advertisement of sale----		87.50
To Do., for amount paid Queen Anne's Record-Observer for publishing Order Nisi of Sale----------		26.13
To Do., Vachecl A. Downes, Jr., for an amount paid himself, for advanced		
1-Notary Costs----------	3.00	
2-Registered mail Costs----------	2.35	5.35
To Do., for an amount due Joe Jackson, Jr., Auctioneer, for crying said sale, per Local Rules, to wit:		25.00
To Do., for an amount due Oscar A. Schulz, Treasurer, for six months State and County taxes on the real estate sold in this cause, per bill exhibited, to wit:		16.24

November 30, 1976

J Thomas Clark
Auditor

LIBER 8 PAGE 330

To J. Thomas Clark, Auditor, for
1. stating this account ----------$45.00
2. notifying parties---------- 5.00 50.00

To Seabreeze Properties, Inc., as a partial payment on the mortgage indebtedness, per statement of debt, in the sum of $7,095.72, the balance or the sum of ---------- 339.28 ------
$1,000.00 $1,000.00

November 30, 1976 J. Thomas Clark Auditor

NISI RATIFICATION OF AUDIT

VACHEL A. DOWNES, JR.
Attorney named in Mortgage

vs.

NELLIE MAE ALEXANDER
LUTHER EDWARD ALEXANDER

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

Cause No. 5847

ORDERED, this 30th day of November, 19 76, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 16th day of December, 19 76, unless cause to the contrary thereof be previous shown; provided Notice is given in manner provided in Maryland Rule 595 g to persons entitled thereto.

Charles H. Cecil Clerk

Filed Nov. 30, 1976

VACHEL A. DOWNES, JR.
ATTORNEY NAMED IN MORTGAGE

vs.

NELLIE MAE ALEXANDER
LUTHER EDWARD ALEXANDER

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

Cause No. 5847

FINAL RATIFICATION OF AUDIT

ORDERED by the Court that the account of the Auditor is finally ratified and confirmed, and Vachel A. Downes, Jr., Attorney named in Mortgage, is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

dated: December 16, 1976

Charles H. Beal
Clerk of the Circuit Court for Queen Anne's County

ROBERT J. SCHULTZE,
(ASSIGNEE OF A MORTGAGE
FOR PURPOSES OF FORECLOSURE)
1300 North Charles Street
Baltimore, Maryland 21201

VS.

ROBERT F. SUMRALL
ANN D. SUMRALL
P.O. Box 149
Annapolis, Maryland 21404

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5844

AUG 18-76 * 2 792 *****50.00
AUG 18-76 A 92 792 *****10.00
AUG 18-76 A 92 791 *****40.00

* * * * * * * * * * * * * * *

PETITION FOR SALE OF PROPERTY

TO THE HONORABLED, THE JUDGES OF SAID COURT:

The Petition of Robert J. Schultze, Plaintiff, by Vachel A. Downes, Jr., his attorney, respectfully represents:

1. That on the 24th day of September, 1974, the Defendants, Robert F. Sumrall and Ann D. Sumrall, as Mortgagors, did make, execute and deliver to Loyola Federal Savings and Loan Association, as Mortgagee, a certain mortgage, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 87 folio 587, encumbering certain property situate in Queen Anne's County, State of Maryland, therein described, to secure the repayment of certain moneys, with interest thereon, loaned and advanced by said Mortgagee unto said Mortgagors.

2. That by the terms of said mortgage, the Mortgagors and Defendants herein, did assent to the passage of a decree for the foreclosure sale of the property therein described, after default in any covenant or condition of said Mortgage, or the invocation of any other remedies permitted by applicable law, all as will more fully appear by reference to said mortgage, filed herein, marked "Petitioners Exhibit No. 1," and filed herewith as a part of this petition.

3. That default has occurred in the payment of principal and interest as provided by the terms of said mortgage, and notice has been duly given unto said Mortgagors as provided by Paragraph No. 18 thereof.

4. That Loyola Federal Savings and Loan Association has duly assigned said mortgage unto Robert J. Schultze, your Petitioner, for the purpose of foreclosure by short assignment at the foot thereof dated the 12th day of August, 1976.

Wherefore, your Petitioner prays that a decree may be passed for the sale of the property described in said mortgage in accordance with the terms of said mortgage and the Maryland Rules of Procedure

FILED
AUG 18 1976

AND AS IN DUTY BOUND, ETC.

Vachel A. Downes, Jr.

Vachel A. Downes, Jr.
Attorney for Petitioner
115 Lawyers Row
Centreville, Maryland 21617
(Telephone: 301-758-0680)

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S to wit:

I HEREBY CERTIFY, that on this 17th day of August, 1976, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Robert J. Schultze, Assignee as aforesaid, and he 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 his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Connie L. Hutson
NOTARY PUBLIC

My Commission Expires: 7-1-1978

CONNIE L. HUTSON NOTARY PUBLIC QUEEN ANNE'S CO., MD.

ROBERT J. SCHULTZE,
(ASSIGNEE OF A MORTGAGE
FOR PURPOSES OF FORECLOSURE)
1300 North Charles Street
Baltimore, Maryland 21201

vs.

ROBERT F. SUMRALL
ANN D. SUMRALL
P.O. Box 149
Annapolis, Maryland 21404

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5844

* * * * * * * * * * * * * * * * * *

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND

to wit:

COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, that on this 17th day of August, 1976, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Robert J. Schultze, Assignee as aforesaid, and made oath in due form of law that to the best of his knowledge, information and belief that the Defendants, Robert F. Sumrall and Ann D. Sumrall, his wife, are not now in the military service of the United States of America as defined by the Soldiers' and Sailors' Civil Relief Act of 1940, with the amendments thereto, or Chapter 710 of the Laws of Maryland, 1941, nor have they been in such military service within three (3) months prior hereto.

AS WITNESS my hand and Notarial Seal.

Connie L. Hutson
NOTARY PUBLIC

My Commission Expires: 7-1-1978

CONNIE L. HUTSON NOTARY PUBLIC QUEEN ANNE'S CO., MD.

FILED
AUG 18 1976

ROBERT J. SCHULTZE,
(ASSIGNEE OF A MORTGAGE
FOR PURPOSES OF FORECLOSURE)
1300 North Charles Street
Baltimore, Maryland 21201

vs.

ROBERT F. SUMRALL
ANN D. SUMRALL
P.O. Box 149
Annapolis, Maryland 21404

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5844

* * * * * * * * * * * * *

STATEMENT OF

MORTGAGE DEBT

Original amount of loan dated September 24, 1974	$34,100.00
Less: Paid on account of principal	331.76
	33,768.24
Less: Expense account credit balance	141.66
Principal balance due after credits	33,626.58
Plus interest at $8.21 per day computed through August 23, 1976	1,674.49
Total Principal and accumulated interest computed through August 23, 1976	$35,301.07

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S to wit:

I HEREBY CERTIFY, that on this 17th day of August, 1976, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Robert J. Schultze, Assignee as aforesaid, the Plaintiff in the above entitled cause, and made oath in due form of law that the matters and facts set forth in the aforegoing Statement of Indebtedness are true and correct to the best of his knowledge, information and belief and that the foregoing in a just and true statement of the amount of claim under the mortgage filed in said cause now remaining due and unpaid.

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

Connie L. Hutson
NOTARY PUBLIC

FILED
AUG 18 1976

My Commission Expires: 7-1-1978

CONNIE L. HUTSON
NOTARY PUBLIC
QUEEN ANNE'S CO., MD.

LIBER 8 PAGE 396

ROBERT J. SCHULTZE,
(ASSIGNEE OF A MORTGAGE
FOR PURPOSES OF FORECLOSURE)
1300 North Charles Street
Baltimore, Maryland 21201

vs.

ROBERT F. SUMRALL
ANN D. SUMRALL
P.O. Box 149
Annapolis, Maryland 21404

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5844

* * * * * * * * * * *

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

Mr. Clerk:

The attached mortgage recorded among the Land Records of Queen Anne's County in Land Record Liber C.W.C. No. 87 folio 587 contains, at the foot thereof, a certain short assignment from Loyola Federal Savings and Loan Association unto Robert J. Schultze for the purposes of foreclosure, which assignment is dated August 12, 1976.

Please record said assignment among the Land Records of Queen Anne's County in the customary manner.

Simultaneously therewith, the original of said mortgage, if possible, or in lieu thereof, a certified copy marked "Petitioners Exhibit No. 1" shall be filed in this cause as an exhibit.

All costs pertaining thereto are to be charged to this suit.

Vachel A. Downes, Jr.
Attorney for Plaintiff

FILED
AUG 18 1976

DOCUMENT NO. 77147 (92 507

Loan Account #

Petitioners Exhibit No. 1

Approved

Date 9-23-74

MORTGAGE

THIS PURCHASE MONEY MORTGAGE is made this 24th day of September, 19 74, between the Mortgagor, ROBERT F. SUMRALL and ANN D. SUMRALL, his wife (herein "Borrower"), and the Mortgagee, LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of United States of America, whose address is Charles and Preston Street, Balto., Md. 21201 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of THIRTY-FOUR THOUSAND ONE HUNDRED Dollars, which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 2004;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of Queen Anne's, State of Maryland:

Condominium Unit B-2, in Building numbered 15, and Garage Unit B-2-G in Building numbered 15, in KENT COVE CONDOMINIUM NO ONE, as established pursuant to a certain Master Deed of W. EVANS BUCHANAN COMPANY, a Maryland corporation, dated May 9, 1974 and recorded among the Land Records of Queen Anne's County, Maryland, in Liber CWC 83, folio 693, et seq; and pursuant to the appropriate plats described in said Master Deed and recorded among the aforesaid Land Records in Liber CWC 83, folio 679, and cross-referenced in Liber CWC 2 at pages 26 through 39, inclusive.

Notwithstanding any other provision as to default contained herein, it is specifically understood and agreed that any default by the Borrowers herein in the payment of any assessment levied pursuant to the Bylaws of Kent Cove Condominium No. One or any installment thereof, shall likewise be a default under this mortgage and the indebtedness secured hereby, and shall not be diminished by reason of such failure of payment.

CWC

87 587

74 SEP 30 PM 1:51

CHARLES W. CECIL, CLERK

SEP 30-74 * 28105 *****13.00
SEP 30-74 A 28105 *****13.00

FILED
AUG 18 1976

(The aforesaid property having been purchased in whole or in part with the sums secured hereby.)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate in the event this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend specially the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and ground rents, if any, at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Mortgage is on a leasehold. If this Mortgage is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **Notice.** Any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower when given in the manner designated herein.

15. **Uniform Mortgage; Governing Law; Severability.** This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be furnished a conformed copy of this Mortgage at the time of execution or after recordation hereof.

17. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. **Acceleration; Remedies.** Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than thirty days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale, file a petition to foreclose this Mortgage pursuant to a decree to which Borrower hereby declares his assent, or invoke any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall cause ..... V. Charles Rinaudo ..... (herein "the agent", whom Borrower hereby authorizes to act on behalf of Lender) to mail written notice of sale to Borrower in the manner prescribed by applicable law. The agent shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law and, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as the agent may determine. The sale of all or any parcel of the Property may be postponed by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all costs and expenses of the sale, including, but not limited to, a fee to the party conducting the sale of 3 % of the gross sales price, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to five days before sale of the Property pursuant to the power of sale contained in this Mortgage or at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

LIBER 8 PAGE 400

LIBER 87 PAGE 590

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured hereby. The receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Robert F. Sumrall (Seal)
Robert F. Sumrall —Borrower

Ann D. Sumrall (Seal)
Ann D. Sumrall —Borrower

Unit B-2, Building 15,
KENT COVE CONDOMINIUM NO. ONE
Stevensville, Queen Anne's County,
Property Address Maryland

STATE OF MARYLAND, Montgomery County ss:

I Hereby Certify, That on this 24th day of September, 19 74, before me, the subscriber, a Notary Public of the State of Maryland, in and for the state and county aforesaid, personally appeared Robert F. Sumrall and Ann D. Sumrall, his wife, known to me or satisfactorily proven to be the person(s) whose name(s) are subscribed to the within instrument and acknowledge that they executed the same for the purposes therein contained.

As WITNESS: my hand and notarial seal.

Nanette Ackerman
Notary Public
Nanette Ackerman

My commission expires: 7/1/78

Loyola Federal Savings and Loan Association hereby assign the within and aforegoing ortgage unto Robert J. Schultze for the purpose of foreclosure.

AS WITNESS the corporate seal of the said Loyola Federal Savings and Loan Association nd the signatures of its proper officers, this 12 day of August 1976.

ATTESTED BY:
Erika Hansard
Erika Hansard, Ass't. Secretary

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION
By: Calvin T. Weaver
Calvin T. Weaver, Senior Vice President

MORTGAGE

FROM

TO
LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

Received for Record Sept. 30, 19 74, at 1:51 o'clock P.M. Same day recorded in Liber Cult No. 87 Folio 590 etc., one of the Land Records of Queen County and examined per

Cost of Record, $ 13.00

Charles H. Circuit, Clerk

RECORDING OFFICER: PLEASE RETURN TO

LOYOLA FEDERAL
Savings and Loan Association
Charles and Preston Streets
BALTIMORE, MARYLAND 21201

STATE OF MARYLAND, Baltimore City ~~County~~ ss:

I Hereby Certify, That on this 24th day of September 19 74, before me, the subscriber, a Notary Public of the State of Maryland, ~~in and for the aforesaid~~, personally appeared George M. Daneker, Jr., Treasurer, an ~~agent~~ of the party secured by the foregoing Mortgage, and made oath in due form of law that the consideration recited in said Mortgage ($34,100.00) is true and bona fide as therein set forth and that the amount of the loan secured by the foregoing Mortgage was disbursed by the party or parties secured to the Borrower or to the person responsible for disbursement of funds in the closing transaction or their respective agent at a time no later than the final and complete execution of this Mortgage; ~~and that he is the agent of said party or parties and duly authorized to make this affidavit.~~

As WITNESS: my hand and notarial seal.

Marlene A. Saffield
Notary Public

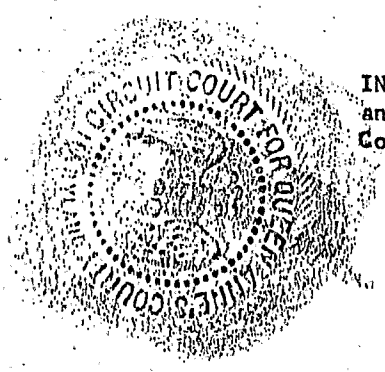
My commission expires: 7-1-78

This is to certify that the within instrument was prepared by or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

Edward A. Dacy
Attorney Edward A. Dacy

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

I Hereby Certify that the aforegoing was truly taken and copied from Libers C.W.C.# 87 and C.W.C.# 108, folios 587 and 350, Land Record Books for Queen Anne's County.



IN TESTIMONY WHEREOF, I have hereunto subscribe my name and affixed the Seal of the Circuit Court for Queen Anne's County this 18th day of August, 1976.

Charles W. Eiel

Clerk of the Circuit Court for Queen Anne's County

PETITIONER'S EXHIBIT NO 1

DOCUMENT NO. 77047
Loan Account #

Approved VAK
Date 9-23-74

MORTGAGE

THIS PURCHASE MONEY MORTGAGE is made this 24th day of September, 19 74, between the Mortgagor, ROBERT F. SUMRALL and ANN D. SUMRALL, his wife (herein "Borrower"), and the Mortgagee, LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of United States of America, whose address is Charles and Preston Street, Balto., Md. 21201 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of THIRTY-FOUR THOUSAND ONE HUNDRED Dollars, which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 2004;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of Queen Anne's, State of Maryland:

Condominium Unit B-2, in Building numbered 15, and Garage Unit B-2-G in Building numbered 15, in KENT COVE CONDOMINIUM NO ONE, as established pursuant to a certain Master Deed of W. EVANS BUCHANAN COMPANY, a Maryland corporation, dated May 9, 1974 and recorded among the Land Records of Queen Anne's County, Maryland, in Liber CWC 83, folio 693, et seq; and pursuant to the appropriate plats described in said Master Deed and recorded among the aforesaid Land Records in Liber CWC 83, folio 679, and cross-referenced in Liber CWC 2 at pages 26 through 39, inclusive.

Notwithstanding any other provision as to default contained herein, it is specifically understood and agreed that any default by the Borrowers herein in the payment of any assessment levied pursuant to the Bylaws of Kent Cove Condominium No. One or any installment thereof, shall likewise be a default under this mortgage and the indebtedness secured hereby, and shall not be diminished by reason of such failure of payment.

CWC

87 587

1974 SEP 30 PM 1:51

Land

CHARLES W. CECIL, CLERK

SEP 30-74 * 28105 *****13.00
SEP 30-74 A 28105 *****13.00

(The aforesaid property having been purchased in whole or in part with the sums secured hereby.)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate in the event this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend specially the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and ground rents, if any, at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Mortgage is on a leasehold. If this Mortgage is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than thirty days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale, file a petition to foreclose this Mortgage pursuant to a decree to which Borrower hereby declares his assent, or invoke any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall cause ..... V. Charles Rinaudo ..... (herein "the agent", whom Borrower hereby authorizes to act on behalf of Lender) to mail written notice of sale to Borrower in the manner prescribed by applicable law. The agent shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law and, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as the agent may determine. The sale of all or any parcel of the Property may be postponed by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all costs and expenses of the sale, including, but not limited to, a fee to the party conducting the sale of 3 % of the gross sales price, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to five days before sale of the Property pursuant to the power of sale contained in this Mortgage or at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

LIBER 87 PAGE 590

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured hereby. The receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured

LIBER 108 PAGE 350

4. CD entry

DOCUMENT NO. 85,000

No. RECEIVED FOR RECORD
& RECORDED IN LIBER
Re 108 FOLIO 350 RECEIVED FOR RECORD

1976 AUG 18 PM 2:15

RECORD FOR
QUEEN ANNE'S CO., MD.
CHARLES W. CECIL, CLERK

Assignment

OF MORTGAGE FROM Robert F. Sumrall & Ann D. Sumrall, his wife

TO Loyola Federal Savings And Loan Association AS RECORDED IN

LIBER CWC NO. 87 FOLIO 587

MAIL TO To Be Filed in Equity # 5844

Loyola Federal Savings and Loan Association hereby assign the within and aforegoing mortgage unto Robert J. Schultze for the purpose of foreclosure.

AS WITNESS the corporate seal of the said Loyola Federal Savings and Loan Association and the signatures of its proper officers, this 12 day of August 1976.

ATTESTED BY: LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

Erika Hansard, Ass't. Secretary

By: Calvin T. Weaver, Senior Vice President

77047

MORTGAGE

FROM

TO

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

Received for Record Sept. 30, 19 74, at 1:51 o'clock P. M. Same day recorded in Liber Cwc No. 87 Folio 587 etc., one of the Land Records of Queen Anne's County and examined per Charles W. Cecil, Clerk

Cost of Record, $ 13.00 Pd.

RECORDING OFFICER: PLEASE RETURN TO

LOYOLA FEDERAL
Savings and Loan Association
Charles and Preston Streets
BALTIMORE, MARYLAND 21201

STATE OF MARYLAND, Baltimore City County ss:

I Hereby Certify, That on this 24th day of September 19 74, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared George M. Daneker, Jr., Treasurer, an agent of the party secured by the foregoing Mortgage, and made oath in due form of law that the consideration recited in said Mortgage ($34,100.00) is true and bona fide as therein set forth and that the amount of the loan secured by the foregoing Mortgage was disbursed by the party or parties secured to the Borrower or to the person responsible for disbursement of funds in the closing transaction or their respective agent at a time no later than the final and complete execution of this Mortgage; [illegible] authorized to make this affidavit.

As WITNESS: my hand and notarial seal.

My commission expires: 7-1-78

Notary Public

This is to certify that the within instrument was prepared by or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

Attorney Edward A. Dacy

LIBER 8 PAGE 405

LIBER 8 PAGE 406

ROBERT J. SCHULTZE,
(ASSIGNEE OF A MORTGAGE
FOR PURPOSES OF FORECLOSURE)
1300 North Charles Street
Baltimore, Maryland 21201

vs.

ROBERT F. SUMRALL
ANN D. SUMRALL
P.O. Box 149
Annapolis, Maryland 21404

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5844

* * * * * * * * * * * * * *

DECREE

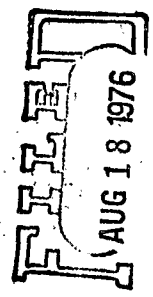
FOR SALE OF SECURED PREMISES

IN MORTGAGE

The Petition and Exhibit in the above cause having been submitted, the proceedings therein whereby the Court read and considered, it is thereupon this 18th day of August, 1976, by the Circuit Court for Queen Anne's County, In Equity, ADJUDGED, ORDERED AND DECREED that the property described in said mortgage securing said loan and advancement be sold and that Robert J. Schultze be and he is hereby appointed trustee to make said sale and that the course and manner of the proceedings shall be as follows:

The said trustee shall first file with the Clerk of this Court a bond to the State of Maryland executed by himself and a corporate surety or sureties to be approved by this Court or by this Clerk thereof, in the penalty Thirty-six Thousand ($36,000.00) Dollars, conditioned for the faithful performance of the trust reposed in him by this Decree, or to be resposed in him by further Decree or Order in the premises; and he shall then proceed to make said sale, having given at least three (3) weeks by advertisement inserted in such weekly newspaper or newspapers published in Queen Anne's County as he shall think proper of the time, place and manner and terms of sale, which shall be as follows, to wit:

A cash deposit of ten per cent (10%) of the purchase price shall be required on the day of sale in cash or by cashier's check or by certified check, with the balance to be paid within ten (10) days of the ratification of the sale by the Circuit Court for Queen Anne's County, and said balance 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 may elect. At the time and place of sale, the purchaser will be required to make affidavit as required by Rule BR 6 b 3 of the Maryland Rules of Procedure. Taxes and other public assessments and charges will be adjusted to date of final settlement. All transfer expenses, including preparation and recording deed, documentary stamps, transfer tax, Notary fees, etc., are to be paid by the purchaser.



As soon as may be convenient after such sale or sales, the said Trustee shall return to this Court a full and particular account of the proceedings relative to such sale or sales, with affidavit annex of the truth thereof and of the fairness of said sale, and upon obtaining the Court's ratification of the sale, and on the payment of the whole purchase money, and not before, the said trustee shall, by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his or her or their heirs, the property and estate to him or her or them sold, free, clear and discharged from all claims of all parties hereto, and of those claiming by, from or under them, or either of them. Thereafter said Trustee shall bring unto this Court the money arising from such sale, to be distributed under the direction of this Court, after deducting the cost and expenses of this suit and reasonable attorneys fees, if allowed, and such commissions to the Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Clayton C. Carter
JUDGE

CHY - 5844

LIBER 8 PAGE 408

RECEIVED FOR RECORD Aug 23, 1976

ROBERT J. SCHULTZE,
(ASSIGNEE OF A MORTGAGE
FOR PURPOSES OF FORECLOSURE)
1300 North Charles Street
Baltimore, Maryland 21201

vs.

ROBERT F. SUMRALL
ANN D. SUMRALL
P.O. Box 149
Annapolis, Maryland 21404

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5844

* * * * * * * * * * * *

BOND

STATE OF MARYLAND

to wit:

COUNTY OF QUEEN ANNE'S

KNOW ALL MEN BY THESE PRESENTS: That we, Robert J. Schultze, whose address is 1300 North Charles Street, Baltimore, Maryland, 21201, as principal and Fidelity and Deposit Company of Maryland, a body corporate of the State of Maryland, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of THIRTY-SIX THOUSAND DOLLARS ($36000.00) current money of the United States of America to be used to be paid unto the State of Maryland or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of our heirs, executors and administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 23 day of AUGUST, 1976.

WHEREAS, Robert F. Sumrall and Ann D. Sumrall, wife, did make, execute and deliver a certain mortgage unto Loyola Federal Savings and Loan Association, dated the 24th day of September, 1974, recorded among the Land Records of Queen Anne's County in LiberC.W.C. No. 87 folio 587; and

WHEREAS, said Mortgagee did assign said Mortgage unto Robert J. Schultze on the 12th day of August, 1976 for the purpose of foreclosure, which assignment appears at the foot of said mortgage and is duly recorded among the Land Records of Queen Anne's County, Maryland; and

WHEREAS, by decree of the aforesaid Court in this cause, dated the 18 day of August, 1976, the said Robert J. Schultze was appointed Trustee to make sale of said property under the authority and direction of said Court; and

LIBER 2 PAGE 41

LIBER 2 PAGE 42

WHEREAS, the above bounden, Robert J. Schultze, Assignee of said Mortgage for the purpose of foreclosure and Trustee per order of the Court, as aforesaid, is about to execute the powers of sale contained in the above described mortgage by making sale of the property described in, granted and conveyed by said Mortgage, default having ocurred in the terms, conditions and covenants of said Mortgage by reason of the non-payment of the principal debt and by reason of the non-payment of the interest covenants to be paid upon the principal indebtedness, by the terms of said Mortgagee at the times therein provided for the payment of the same.

NOW the condition of the above obligation is such, that it the above bounden, Robert J. Schultze, Assignee of said Mortgage for the purpose of foreclosure and Trustee per order of the Court, as aforesaid, does and shall, will and faithfully abide by and fulfill any order or decree which shall be made by any Court of equity in relation to the sale of the above mentioned 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:

Ouita Howard

(SEAL)
Robert J. Schultze,
Assignee and Trustee as aforesaid

ATTEST:

Ann E. King

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(Bonding Company) A body corporate of the State of Maryland, authorized to conduct business in the State of Maryland

By: William M. Rowe (SEAL)
Its Attorney In Fact

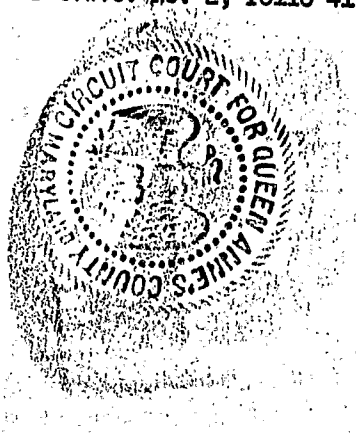
DATE: Aug. 23, 1976

SURETY APPROVED AND BOND FILED ON 8-23-76

LIBER 8 PAGE 409 LIBER 2 PAGE 42

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 41, a Bond Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 23rd day of August, Nineteen Hundred and Seventy-six.

Charles W. Cecil

Clerk of the Circuit Court for
Queen Anne's County

REGISTERED NO. 832

Value $ No Value	Special Delivery $	POSTMARK OF CENTREVILLE SEP 10 1976 MD. MAILING OFFICE	
Reg. Fee $ 2.10	Return Receipt $ .25		
Handling Charge $	Restricted Delivery $		
Postage $ .46	☐ AIRMAIL		
POSTMASTER (By) S.V.E.			

FROM V. H. Downes Jr.
21617

TO Mr. & Mrs. Robert Sumrall
P.O. Box 149
Annapolis, Md. 21403

G.P.O.:1974—503-200

ROBERT J. SCHULTZE,
(ASSIGNEE OF A MORTGAGE
FOR PURPOSES OF FORECLOSURE)
1300 North Charles Street
Baltimore, Maryland 21201

vs.

ROBERT F. SUMRALL
ANN D. SUMRALL
P.O. Box 149
Annapolis, Maryland 21404

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. _____

* * * * * * * * * * * * *

AFFIDAVIT

I HEREBY CERTIFY, that on this 20 day of Sept., 1976, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Robert J. Schultze, Assignee, and made oath in due form of law that the registered mail notice of the time, place and terms of sale in this cause were duly served by registered mail on Robert F. Sumrall and Ann D. Sumrall, wife, as prescribed by Rule W 74 2 (c) of the Maryland Rules of Procedure.

Judith C Conley
NOTARY PUBLIC

My Commission Expires: 7-1-1978

JUDITH C. CONLEY NOTARY PUBLIC QUEEN ANNE'S COUNTY, MD. MY COMMISSION EXPIRES JULY 1, 1978

FILED
SEP 20 1976

LAW OFFICES
VACHEL A. DOWNES, JR.
QUEEN ANNE'S BUILDING
119 LAWYERS ROW
CENTREVILLE, MARYLAND 21617
TELEPHONE 758-0880

September ,1976

Mr. Robert Sumrall
Mrs. Ann D. Sumrall
P.O. Box 149
Annapolis, Maryland

Re: Loyola Foreclosure
Kent Cove

Dear Mr. & Mrs. Sumrall:

I know that you are aware of the pending foreclosure by Loyola Federal Savings and Loan Association of your property in Kent Cove.

However, to conform to the Maryland Rules of Procedure, I am enclosing a copy of all papers filed in that proceeding and a copy of the advertisement of sale appearing in the local newspaper.

Very truly yours,

Vachel A. Downes, Jr.

VADjr/clh

Vachel A. Downes, Jr.
Attorney For Plaintiff
115 Lawyers Row
Centreville, Maryland 21617
(301-758-0380)

TRUSTEE'S SALE OF VALUABLE FEE SIMPLE CONDOMINIUM IN KENT COVE STEVENSVILLE, MARYLAND

Under and by virtue of the power and authority vested in the undersigned by virtue of a decree of the Circuit Court for Queen Anne's County, In Equity, in a cause entitled "Robert J. Schultze, Assignee vs. Robert F. Sumrall and Ann D. Sumrall", being Chancery Cause No. 5844 in said court, passed on the day of August, 1976, the undersigned Trustee will sell at PUBLIC AUCTION in front of the Court House Door, in the Town of Centreville, Queen Anne's County, Maryland, on

TUESDAY, SEPTEMBER 21, 1976

at 11:30 o'clock, a.m., all that fee simple parcel more described as follows, to wit:

All that property situate in Queen Anne's County, State of Maryland, and described as:

Condominium Unit B-2, in Building 15, and Garage Unit B-2-G in Building 15, in Kent Cove Condominium No. One, as established pursuant to a certain Master Deed of W. Evans Buchanan Company, a Maryland corporation, dated May 9, 1974 and recorded among the Land Records of Queen Anne's County, Maryland in Liber C.W.C. No. 83 folio 693, et seq.; and pursuant to the appropriate plats described in said Master Deed and recorded among the aforesaid Land Records in Liber C.W.C. No. 83 folio 679, and cross-referenced in Liber C.W.C. No. 2 at pages 26 through 39, inclusive; and pursuant to the Amendment to the Master Deed recorded July 24, 1974, in Liber C.W.C. No. 86 folio 47.

SUBJECT to the Declaration and Related Agreements recorded among the aforesaid Land Records on May 9, 1974 in Liber C.W.C. No. 83 folio 666.

TOGETHER with the improvements thereto, and the rights and appurtenances thereto belonging or appertaining, and particularly the rights in common with others in the common elements of the aforesaid condominium and all other rights and privileges of a Condominium Unit subject to the obligation of each owner, all as more fully described in the aforesaid Condominium Master Deed.

BEING all the same lands conveyed by deed from W. Evans Buchanan Company unto said Mortgagors dated September 24, 1974, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 87 folio 593, and subject to all matters of record effecting said premises.

IMPROVEMENTS consist of a two (2) bath, three (3) bedroom upper level condominium.

TERMS OF SALE: The Purchaser (s) shall be required to pay ten percent (10 per cent) of the purchase price in cash or by cashier's check or certified check on the day of sale, with the balance to be paid in like manner within ten (10) days of the ratification of the sale by the Circuit Court for Queen Anne's County; said balance to bear interest at the rate of six percent (6 pct.) per annum from day of sale to day of settlement, or all cash on the day of sale as the Purchaser (s) may elect. At the time and place of sale, the Purchaser (s) will be required to make affidavit as required by Rule BR (6) (b) (3) of the Maryland Rules of Procedure.

Full possession will be given the Purchaser (s) upon ratification of the sale and payment of the full purchase price. Taxes and other public assessments and charges will be apportioned to date of final settlement. All transfer expenses, including preparation and recording of the deed, documentary stamps, transfer tax, notary fees, etc., are to be paid by the Purchaser (s).

INSPECTION of the premises by appointment with Vachel A. Downes, Jr. whose address and telephone number is set out above.

ROBERT J. SCHULTZE
Assignee and Trustee

JOSEPH A. JACKSON, JR.
Auctioneer

4t-9-15

Queen Anne's
RECORD-OBSERVER

Centreville, Md., September 20 19 76

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Trustee's sale

in the case/estate of Robert F. Sumrall

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 21st day of September, 19 76, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 25th day of Aug. 19 76, and the last insertion on the 15th day of Sept., 19 76

FILED
SEP 28 1976

THE RECORD-OBSERVER CORPORATION
By [signature]

ROBERT J. SCHULTZE,
ASSIGNEE

VS.

ROBERT F. SUMRALL
ANN D. SUMRALL

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY
NO. 5884

* * * * * * * * * * *

AFFIDAVIT

The undersigned, purchaser of the property of or formerly of Robert F. Sumrall and Ann D. Sumrall, sold at public auction on the 21st day of September, 1976, does hereby make oath in due form of law (a) that the property was purchased by Raymond A. Brookhart, as agent for Federal Home Loan Mortgage Corporation, and (b) that the undersigned did not directly or indirectly discourage anyone from bidding for said property.

AS WITNESS my hand this 21 day of September, 1976.

Raymond A. Brookhart
Agent for Purchaser

Subscribed and Sworn to before me, the undersigned, a Notary Public of Queen Anne's County, State of Maryland, this 21st day of September, 1976.

AS WITNESS my hand and Notarial Seal.

Connie L. Nielson
NOTARY PUBLIC

FILED
SEP 28 1976

My Commission Expires: 7-1-1978

AFFIDAVIT BY AUCTIONEER

I HEREBY CERTIFY, that on this 21st day of September, 1976, that the undersigned, did sell at public sale the lands of Robert F. Sumrall and Ann D. Sumrall, known as Condominium Unit B-2, in Building 15, and Garage Unit B-2-15 in Building 15, Kent Cove Condominium No. One unto RAYMOND A. BROOKHART AGENT FOR FEDERAL HOME LOAN MORTGAGE CORPORATION, at and for the sum of $ 25000.00 and I do further certify that this sale was fairly made.

Joseph A. Jackson, Jr., Auctioneer

Subscribed and Sworn to before me, the undersigned, a

Notary Public of the State of Maryland, in and for Queen Anne's County, this 21st day of September, 1976.

AS WITNESS my hand and Notarial Seal.

Judith C. Conley
NOTARY PUBLIC

My Commission Expires: 7-1-1978

JUDITH C. CONLEY
NOTARY PUBLIC
QUEEN ANNE'S COUNTY, MD.

ROBERT J. SCHULTZE,
ASSIGNEE

VS.

ROBERT F. SUMRALL
ANN D. SUMRALL

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY
NO. 5844

* * * * * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Robert J. Schultze, Assignee, in the proceedings in said Cause mentioned, respectfully shows that after giving bond with approved security for the faithful discharge of his duties, as prescribed by law, and having given notice of the time, place, manner and terms of sale by advertisement inserted in The Queen Anne's Record-Observer, a newspaper printed and published in Queen Anne's County, Maryland, for more than four (4) successive weeks preceding the day of said sale; the said Assignee, Robert J. Schultze, did, pursuant to said notice, on Tuesday, the 21st day of September, 1976, at 11:30 o'clock, A.M., attend on the premises, and did then and there sell at public auction to the highest bidder the fee simple property mentioned and described in the advertisement of sale; said property so offered being thereby sold to Raymond A. Brookhart, for Federal Home Loan Mortgage Corporation at and for the sum of Twenty-five Thousand Dollars ($25,000.00) from, which price was the highest amount bid for said property.

That said purchaser has not yet complied with the terms of sale by paying unto said Assignee the sum of Twenty-five Thousand Dollars ($ 25,000.00) as required by the advertisement thereof.

That said Assignee hereby believes that said purchaser will pay the full balance of the purchase price, with interest thereon at six per centum (6%) per annum, upon final ratification of the sale by this Court.

FILED
SEP 28 1976

Respectfully submitted.

Robert J. Schultze
Assignee

STATE OF MARYLAND

COUNTY OF ~~QUEEN ANNE'S~~ Baltimore to wit:

I HEREBY CERTIFY, that on this 27th day of September, 1976, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Robert J. Schultze, Assignee as aforesaid, and made oath in due form of law that the matters and facts set forth in the aforegoing

Report of Sale are true and bona fide as therein stated, and that the sale aforesaid made by him as Assignee, and herein reported, was fairly made.

Helen B. Billups
NOTARY PUBLIC

HELEN B. BILLUPS NOTARY PUBLIC QUEEN ANNE'S COUNTY, MD.

My Commission Expires: 7-1-1978

ORDER NISI ON SALE

ROBERT J. SCHULTZE (ASSIGNEE OF A MORTGAGE FOR PURPOSES OF FORECLOSURE)	In the Circuit Court for Queen Anne's County In Equity
VS.	
ROBERT F. SUMRALL ANN D. SUMRALL	Cause No. 5844

ORDERED, this 28th day of September, 19 76, that the sale of the real property, made and reported in this cause by Robert J. Schultze, Assignee, be ratified and confirmed, on or after the 29th day of October, 19 76, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 22nd day of October, 1976.

The report states the amount of sales to be $ 25,000.00.

Charles H. Cecil Clerk

Filed Sept. 28, 1976

ORDER NISI ON SALE
ROBERT J. SCHULTZE
(ASSIGNEE OF A MORTGAGE FOR PURPOSES OF FORECLOSURE)
VS.
ROBERT F. SUMRALL
ANN D. SUMRALL

+++++
In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 5844
+++++

ORDERED, this 28th day of September, 1976, that the sale of the real property, made and reported in this cause by Robert J. Schultze, Assignee, be ratified and confirmed, on or after the 28th day of October, 1976, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 22nd day of October, 1976. The report states the amount of sales to be $25,000.00.

CHARLES W. CECIL,
Clerk

Filed Sept. 28, 1976
TRUE COPY
TEST: Charles W. Cecil,
Clerk

3t-10-20

MBER 8 PAGE 418

Queen Anne's
RECORD-OBSERVER

Centreville, Md., Nov. 4 19 76

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Order Nisi Cause No. 5844

in the case/estate of Schultze Assig. vs. Sumrall

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 22nd day of October, 19 76, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 6th day of Oct. 19 76, and the last insertion on the 20th day of October, 19 76

THE RECORD-OBSERVER CORPORATION

By Dorothy A. Morrow

FILED
NOV 8 1976

ROBERT J. SCHULTZE,
ASSIGNEE

VS.

ROBERT F. SUMRALL
ANN D. SUMRALL

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY
NO. 5844

****

FINAL ORDER OF RATIFICATION

Upon the aforegoing Report of Sale and Affidavits, it is ORDERED this 8th day of November, 1976, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the sale made by Robert J. Schultze, Assignee, on the 21st day of September, 1976, and reported to this Court, be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as directed by the preceding Order Nisi; and the said Assignee is allowed the usual commissions under the rule of this Court and such proper expenses as he shall produce vouchers for to the Auditor.

B. Hackett Turner Jr.
JUDGE

FILED
NOV 8 1976

ROBERT J. SCHULTZE,
(ASSIGNEE OF A MORTGAGE
FOR PURPOSES OF FORCLOSURE)

vs.

ROBERT F. SUMRALL
ANN D. SUMRALL

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5884

* * * * * * * * * * * * *

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on December 7, 1976, the date the audit in the above entitled cause was filed in this Court, that he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

Robert J. Schultze
1300 North Charles Street
Baltimore, MD 21201

Robert F. Sumrall
Ann D. Sumrall
P.O. Box 149
Annapolis, MD 21404

Vachel A. Downes, Jr., Esquire
115 Lawyers Row
Centreville, MD 21617

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on December 7, 1976, with the Clerk of Court, Centreville, Maryland, and the exceptions to said audit must be filed on or before December 22, 1976, and that if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on December 23, 1976.

J Thomas Clark
Auditor

FILED
DEC 7 1976

ROBERT J. SCHULTZE
(ASSIGNEE OF A MORTGAGE FOR PURPOSES
FOR PURPOSES OF FORECLOSURE)

vs.

ROBERT F. SUMRALL
ANN D. SUMRALL

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 5884

TO THE HONORABLE, THE JUDGE OF SAID COURT:

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

1. That this Account is stated at the request of Robert J. Schultze, Assignee of a mortgage for purposes of 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 $11,496.55.00.

2. That in the within account of Robert J. Schultze, Assignee of a motage for purposes of foreclosure and vendor, is charged with the proceeds of sale made by him, and he is allowed his commissions for making said sale, the court costs in this cause, the premium on the surety bond filed in this cause, the costs of advertising Notice of Sale and Order Nisi of Sale filed in this cause, the autioneer's fee, the Notary costs, the registered mail costs, the fee of your Auditor, and the balance was credited toward the mortgage indebtedness.

Respectfully submitted,

December 7, 1976

J. Thomas Clark
Auditor

FILED
DEC 7 1976

Cause No. 5884

The proceeds of the sale of land reported in this cause in account with Robert J. Schultze, Assignee of a mortgage for purpose of foreclosure, named in Mortgage foreclosed in these proceedings (and vendor of said land).

CR.

1976
Nov. 8 By proceeds of the sale of said land, per report of said vendor, to wit:----------$25,000.00

Dr.

To To Robert J. Schultze, Assignee of a mortgage for purpose of forclosure, (and vendor) per terms of mortgage, (other fees are waived), to wit: $ 500.00

To Do, Chaies W. Cecil, Clerk, amount due for Court costs, per statement of Clerk's exhibited additional for recording in Judgment in Extenso, to wit: 91.00

To Do, for an amount paid Charles W. Cecil Clerk, per statement of Clerk's exhibited, to wit:
1- Land recording costs (short assignment) $ 4.00
2- Clerk's advanced filing fee---------- 36.00
3- Vachel A. Downes, Jr. appearance fee----- 10.00 50.00

To Do, for an amount due Freestate Agencey for the prmium on the surety bond filed by the vendor in this cause, per invoice exhibited, to wit:---------- 144.00

To Do., for amount paid Queen Anne's Record-Observer for publishing:
1- Advertisement of sale--------$156.25
2- Nisi of Sale---------- 26.13 182.38

To Do., for an amount due Joe Jackson, Jr., for crying said sale, per Local Rules, to wit: 62.50

To Do, Vachel A. Downes, Jr., Attorney for an amount due for advanced
1- Notary Costs---------- 5.00
2- Registered mail Costs---------- 2.35 7.35

December 7, 1976

Auditor

To Do., amount due Charles W. Cecil, Clerk, for costs of recording deed born seller	$107.25	
To J. Thomas Clark, Auditor, for 1- Stating this account----------$45.00 2- Notifying parties---------- 5.00	50.00	
To Robert J. Schultze, Assignee of a mortgage for purposes of forclsure, as a partial payment on the mortgage indebtness, on balance due as of August 23, 1976, in the amount of $35,301.07 the sum of----------	$23,805.52	
	$25,000.00	$25,000.00

December 7, 1976

J. Thomas Clark
Auditor

NISI RATIFICATION OF AUDIT

ROBERT J. SCHULTZE
(ASSIGNEE OF A MORTGAGE
FOR PURPOSES OF FORECLOSURE)

vs.

ROBERT F. SUMRALL
ANN D. SUMRALL

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

Cause No. 5844

ORDERED, this 7th day of December, 19 76, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 23rd day of December, 19 76, unless cause to the contrary thereof be previously shown; provided notice is given in manner provided in Maryland Rule 595 g to persons entitled thereto.

Charles W. Cecil
Clerk

Filed December 7, 1976

ROBERT J. SCHULTZE
(ASSIGNEE OF A MORTGAGE
FOR PURPOSES OF FORECLOSURE)

vs.

ROBERT F. SUMRALL
ANN D. SUMRALL

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 5844

FINAL RATIFICATION OF AUDIT

ORDERED by the Court that the account of the Auditor is finally ratified and confirmed, and Robert J. Schultze, Assignee of a mortgage for purposes of foreclosure, is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Dated: December 23, 1976

Charles H. Keil
Clerk of the Circuit Court for Queen
Anne's County

ESC/nlj/9/9/76/1&2/

LIBER 8 PAGE 424

ERNEST S. COOKERLY, ASSIGNEE Court Street Chestertown, Maryland 21620	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY, MARYLAND
RONALD ORENDORF Rt. 1, Box 138-A Bridgeville, Delaware 19933	*	EQUITY NO. 5860
AND	*	
DOLLY D. ORENDORF c/o Roy Linwood Seward R.F.D. 1, Box 186 Greensboro, Maryland 21639	*	

SEP 14-76 A 921834 *****42.00

* * * * * * *

ORDER TO DOCKET FORECLOSURE SUIT

Mr. Clerk:

Will you please docket the above entitled foreclosure suit and file therein the following:

a. Installment Agreement of Sale by and between East Coast Properties, Inc. and Ronald Orendorf and Dolly D. Orendorf, his wife, dated November 12, 1973, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 79, Folio 295, assigned to Ernest S. Cookerly, for foreclosure and collection on July 7, 1976.

b. Statement of indebtedness.

c. Registered mail, return receipt signed by Dolly D. Orendorf dated August 5, 1976.

d. Registered mail, return receipt addressed to Ronald Orendorf and signed by Eleanor Orendorf dated August 4, 1976.

e. Non-Military Affidavit.

f. Affidavit of Compliance with Rule W 79 (b) by Ernest S. Cookerly.

Ernest S. Cookerly, Assignee

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2118

FILED
SEP 14 1976

ESC/nlj/9/9/76/1&2/

ERNEST S. COOKERLY, ASSIGNEE Court Street Chestertown, Maryland 21620	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY, MARYLAND
RONALD ORENDORF Rt. 1, Box 138-A Bridgeville, Delaware 19933	*	EQUITY NO. _____
AND	*	
DOLLY D. ORENDORF c/o Roy Linwood Seward R.F.D. 1, Box 186 Greensboro, Maryland 21639	*	

* * * * * * *

STATEMENT OF INDEBTEDNESS

The Statement of the Claim of Ernest S. Cookerly, Assignee, Court Street, Chestertown, Maryland, under a certain installment agreement of sale by and between East Coast Properties, Inc. and Ronald Orendorf and Dolly D. Orendorf, his wife, dated November 12, 1973, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 79, Folio 295, assigned to Ernest S. Cookerly, for foreclosure and collection on July 7, 1976, are as follows:

Balance of unpaid principal	$11,044.29
Interest due to September 12, 1976	664.83
Real Estate taxes	138.48
	$11,847.60

The payments on the installment agreement of sale are in arrears by 20 months or $2,198.20.

STATE OF MARYLAND, COUNTY OF KENT, to wit:

I HEREBY CERTIFY, that on this 9th day of September, 1976, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared ERNEST S. COOKERLY, Assignee for East Coast Properties, Inc., and made oath in due form of law that the aforegoing Statement of Indebtedness is a true statement of the amount due from the said Ronald Orendorf and Dolly D. Orendorf, his wife, to East Coast Properties, Inc. under the aforementioned Installment Agreement of Sale and that neither your Affiant nor the said East Coast Properties, Inc.

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

has received any security or satisfaction therefor, other than the said Installment Agreement of Sale in said statements mentioned, and that the said Affiant has been duly authorized by East Coast Properties, Inc. to make this oath.

AS WITNESS my hand and Notarial Seal.

Nancy Lee Jewell
Notary Public

My commission expires:

July 1, 1978.

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-6115

ESC/nlj/9/9/76/1&2/

ERNEST S. COOKERLY, ASSIGNEE Court Street Chestertown, Maryland 21620	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY, MARYLAND
RONALD ORENDORF Rt. 1, Box 138-A Bridgeville, Delaware 19933	*	EQUITY NO. _____
AND	*	
DOLLY D. ORENDORF c/o Roy Linwood Seward R.F.D. 1, Box 186 Greensboro, Maryland 21639	*	

* * * * * * *

STATE OF MARYLAND, COUNTY OF KENT, to wit:

I HEREBY CERTIFY, that on this 9th day of September, 1976, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared ERNEST S. COOKERLY, Attorney for East Coast Properties, Inc., and made oath in due form of law that he knows the defendants herein and that to the best of his knowledge, information and belief:

1. Said defendants are not in the military service of the United States.

2. Said defendants are not in the military service of any nation allied with the United States.

3. Said defendants have not been ordered to report for induction under the Selective Training and Service Act.

4. Said defendants are not a member of the Enlisted Reserve Corps who have been ordered to report for military service.

Ernest S. Cookerly, Assignee and Attorney for East Coast Properties, Inc.

Sworn to before me this 9th day of September, 1976.

Notary Public

My commission expires: July 1, 1978.

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2118

LIBER 8 PAGE 427

ESC/nlj/9/9/76/1&2/

LIBER 8 PAGE 428

ERNEST S. COOKERLY, ASSIGNEE Court Street Chestertown, Maryland 21620	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY, MARYLAND
RONALD ORENDORF Rt. 1, Box 138-A Bridgeville, Delaware 19933	*	EQUITY NO. _____
AND	*	
DOLLY D. ORENDORF c/o Roy Linwood Seward R.F.D. 1, Box 186 Greensboro, Maryland 21639	*	

* * * * * * *

STATE OF MARYLAND, COUNTY OF KENT, to wit:

I HEREBY CERTIFY, that on this 9th day of September, 1976, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared ERNEST S. COOKERLY, Attorney for East Coast Properties, Inc. and made oath in due form of law that written notice was given to Ronald Orendorf and Dolly D. Orendorf, by registered mail on August 3, 1976, at their last known address, stating the amount of payment in default and that the contract shall terminate on September 3, 1976, unless the said Ronald Orendorf and Dolly D. Orendorf, Vendees, before said time, comply with the terms and conditions by bringing the payments to date. That the said Ronald Orendorf and Dolly D. Orendorf have not responded to the notice.

Ernest S. Cookerly, Attorney for
East Coast Properties, Inc.

Sworn to before me this 9th
day of September, 1976.

Nancy Lee Jewell
Notary Public

My commission expires:
October 1, 1978.

NANCY LEE JEWELL
NOTARY PUBLIC

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

ESC/nlj/9/28/76/1&2/

ERNEST S. COOKERLY, ASSIGNEE Court Street Chestertown, Maryland 21620	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY, MARYLAND
RONALD ORENDORF Rt. 1, Box 138-A Bridgeville, Delaware 19933	*	EQUITY NO. 5860
AND	*	
DOLLY D. ORENDORF c/o Roy Linwood Seward R.F.D. 1, Box 186 Greensboro, Maryland 21639	*	

****

AFFIDAVIT AS TO SERVICE

STATE OF MARYLAND, COUNTY OF KENT, to wit:

Before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Kent, aforesaid, personally appeared ERNEST S. COOKERLY, ATTORNEY ASSIGNEE, who, being duly sworn, deposes and says:

That a registered letter was mailed on September 24, 1976, addressed to Mrs. Dolly D. Orendorf, c/o Roy Linwood Seward, R.F.D. 1, Box 186, Greensboro, Maryland 21639, being registered no. 777, return receipt requested, the receipt of which is appended hereto and made a part hereof. Said letter was delivered to the addressee on September 25, 1976, as indicated on the receipt which is appended hereto and made a part hereof.

That a registered letter was mailed on September 24, 1976, addressed to Mr. Ronald Orendorf, Rt. 1, Box 138-A, Bridgeville, Delaware 19933, being registered no. 776, return receipt requested, the receipt of which is appended hereto and made a part hereof. Said letter was delivered to the addressee on September 25, 1976, as indicated on the receipt which is appended hereto and made a part hereof.

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

Subscribed and sworn to before me, this 28th day of September, 1976.

Nancy Lee Jewell
Notary Public
My commission expires: 7/1/78

Ernest S. Cookerly
Attorney Assignee

FILED
SEP 29 1976

LIBER 8 PAGE 429

LIBER 8 PAGE 430

PS Form 3811, Jan. 1975

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
- [X] Show to whom and date delivered..... 15¢
- [ ] Show to whom, date, & address of delivery.. 35¢
- [ ] RESTRICTED DELIVERY. Show to whom and date delivered..... 65¢
- [ ] RESTRICTED DELIVERY. Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:

D. D. Arendorf

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
770	—	—

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE [ ] Addressee [ ] Authorized agent

Dolly D. Sanford

4. DATE OF DELIVERY 9-25-76

POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆ GPO: 1975—O-588-047

PS Form 3811, Jan. 1975

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
- [X] Show to whom and date delivered..... 15¢
- [ ] Show to whom, date, & address of delivery.. 35¢
- [ ] RESTRICTED DELIVERY. Show to whom and date delivered..... 65¢
- [ ] RESTRICTED DELIVERY. Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:

R. Arendorf

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
776	—	—

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE [ ] Addressee [ ] Authorized agent

Ronald L. Arendorf By

4. DATE OF DELIVERY SEP 25 1976

POSTMARK SEP 27 1976 USPO

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS WMR.

☆ GPO: 1975—O-588-047

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-5112

Ch 5860

ESC/nlj/9/9/76/1&2/

BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Ernest S. Cookerly, of Kent County, State of Maryland, as Prinicpal, 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 Eleven Thousand ($11,000.00) Dollars, to be paid to the 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, administtator, successors, or assigns, jointly and severally, firmly by these presents.

SEALED with our seals, and dated this 9th day of September, in the year of our Lord, nineteen hundred seventy-six.

WHEREAS, the above bounden Ernest S. Cookerly, by virtue of the power contained in Maryland Rules of Procedure W 79 is to foreclose the Installment Agreement of Sale by and between East Coast Properties, Inc. and Ronald Orendorf and Dolly D. Orendorf, his wife, bearing date the 12th day of November, 1973, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 79, Folio 295, and which was assigned on the 7th day of July, 1976, to Ernest S. Cookerly, Attorney, for the purpose of foreclosure and collection, and

WHEREAS, the said Ernest S. Cookerly is about to sell the land and premises described in said Installment Agreement of Sale, default having been made in the Installment Agreement of Sale.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Ernest S. Cookerly does and shall well and truly and faithfully perform the trust reposed in him under the assignment of the Installment Agreement of Sale 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 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 Ernest S. Cookerly 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:

Nancy Lee Jewell

(SEAL)
Ernest S. Cookerly
PRINCIPAL

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Nancy Lee Jewell

BY: (SEAL)
Phoebe P. Anthony
Attorney-in-Fact
SURETY

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

SURETY APPROVED AND BOND FILED ON 9-9-1976

LIBER 2 PAGE 49

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 49, a Bond Record Book for Queen Anne's County.

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 14th day of September, Nineteen Hundred and Seventy-six.

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

ERNEST S. COOKERLY
ATTORNEY

ASSIGNEE'S SALE

Under and by virtue of the power contained in Maryland Rules of Procedure W 79, the Installment Agreement of Sale by and between East Coast Properties, Inc. and Ronald Orendorf and Dolly D. Orendorf, his wife, dated November 12, 1973, and recorded among the Land Records for Queen Anne's County, Maryland in Liber C.W.C. No. 79, folio 295, and which Agreement was assigned unto Ernest S. Cookerly, Attorney, on July 7, 1976, for foreclosure and collection, (Equity No. 5[illegible]) default having been made by the said Ronald Orendorf and Dolly D. Orendorf in complying with the terms thereof, the said Ernest S. Cookerly, Attorney, Assignee, will offer this property for sale at public auction in front of the Court House, Centreville, Maryland, on

FRIDAY, OCTOBER 1, 1976

AT 11:00 A.M.

The real estate is unimproved and is described as follows:

ALL that parcel of land situate, lying and being in the Second Election District of Queen Anne's County, Maryland, being Lot No. 16 on a plat entitled Davis Estates filed among the Land Records of Queen Anne's County, Maryland in Liber C.W.C. No. 74, folio 673.

Being the same lands described in the Installment Agreement of Sale dated November 12, 1973, by and between East Coast Properties, Inc., Seller, and Ronald Orendorf and Dolly D. Orendorf, his wife, Buyers. Subject, however to the covenants and restrictions of record.

TERMS OF SALE: A deposit of Three thousand five hundred ($3,500.00) Dollars in cash or certified check at the time of sale, balance due in cash or certified check at time of settlement which shall take place upon the ratification of sale by the Circuit Court for Queen Anne's County, Maryland. The unpaid principal balance to bear interest at the rate of 8 per cent per annum from the date of the sale. All taxes, public charges, assessments, etc., to be adjusted to date of sale. All conveyancing, recording, revenue stamps, transfer taxes to be paid by purchasers. Purchasers will be given possession upon ratification of sale by the Circuit Court for Queen Anne's County, Maryland.

ERNEST S. COOKERLY
ATTORNEY-ASSIGNEE
Court Street
Chestertown, Maryland 21620
Telephone: 778-2112

NORMAN DIXON
Auctioneer

3t-9-29

Queen Anne's
RECORD-OBSERVER

Centreville, Md., Oct. 1 19 76

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Assignee's sale

in the case/estate of Ronald Orendorf

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 1st day of Oct, 1976, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 15th day of Sept. 1976, and the last insertion on the 29th day of Sept, 1976

THE RECORD-OBSERVER CORPORATION

By Martha R. Morse

FILED
OCT 1 1976

LIBER 8 PAGE 433

ESC/nls/7/13/73/1&3/ LIBER 8 PAGE 434 $10.50

No: 74193
Dv: 54631 RECEIVED FOR RECORD June 16, 1973 9:45 AM.

THIS AGREEMENT, made and entered into by and between EAST COAST PROPERTIES, INC., hereinafter called Seller; and Ronald Orendorf and Dolly D. Orendorf (his wife) of Church Hill, Md. hereinafter called Buyer(s):

The Seller agrees to sell and the Buyer(s) agree(s) to purchase upon the terms and conditions herein set forth, the following described property in the Second Election District of Queen Anne's County, Maryland, to wit:

Lots #16

on a plat entitled Davis Estates according to the plat thereof on file among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. No. 74, Folio 673.

TERMS AND CONDITIONS OF PURCHASE AND SALE:

The full purchase price of said property is $12995.00 Dollars ($ 12995.00) for the whole of the property above described. Said purchase price shall be paid in full or at the option of the Buyer(s) in installments as follows, to wit:

The sum of $1500.00 down, receipt of which is hereby acknowledged, and the balance in equal monthly installments of $ 109.91 every thirty days from date hereof which includes interest at the rate of 8 per cent per annum on the principal balance remaining from time to time unpaid, until the whole of said unpaid balance is paid in full both as to principal and interest. The Buyer(s) may prepay the whole of said installments at any time before their respective maturities without penalty. Upon payment in full for said property, the Seller shall cause to be executed and delivered a good and sufficient Deed conveying a marketable title to said property to the Buyer(s), subject to restrictions, covenants and easements of record, if any.

It is hereby understood and agreed that upon the Buyer's failure, refusal or neglect to make any installment payments, or any one or more of them, then and in that event said Buyer(s) shall, at the option of the Seller, forfeit all right and interest in and to said property to be conveyed here-

under. Any sum or sums of money theretofore paid by the Buyer(s) hereunder shall be kept and retained by the Seller and treated as liquidated damages on account of such default. Thereafter the acceptance of any payments by the Seller or its duly authorized agent shall not constitute a waiver of its rights arising by virtue of any future or further default hereunder.

As of this date, in addition to the payments above set forth, the Buyer(s) shall, as a condition of this Contract, pay all taxes and assessments with respect to the premises, for which the Seller shall bill the Buyer(s) annually.

Restrictions, reservations and easements of which this property shall be subject, when sold are attached hereto and they are made a part hereof as fully as though the same were set forth on this, the face of the agreement.

This Agreement is not binding upon the Seller until its acceptance is indicated in the space provided below. If it is rejected, payments made hereunder shall be returned to the Buyer(s) and both parties shall be released from all obligations hereunder.

It is understood and agreed that this contract constitutes the entire agreement between the parties hereto and shall enure to the benefit of, and be binding upon, their heirs, personal representatives, successors and assigns.

Special provisions: This contract is contingent upon roads being built by the Sellers if not all monies will be returned and contract will become null and ~~void~~ void.

a.	Cash sale price	$ 12995.00	
b.	Additional charges or fees	$	$10.50
c.	Insurance	$ None	
d.	Total	$ 12995.00	
e.	Down payment	$ 1500.00	
f.	Principal due	$ 11495.00	
g.	Amount and time of each installment	$ 109.91	for

120 months, including interest at the rate of 8 per cent per annum.

h. Taxes (approximate) $75.69 per annum

Within fifteen days after this contract has been signed by both the Seller and the Buyer(s), the Seller shall cause said contract to be recorded among the Land Records of Queen Anne's County, Maryland, and shall mail the recorders receipt to the Buyer(s).

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 12 day of November, 1973.

NOTICE TO BUYER(S): YOU ARE ENTITLED TO A COPY OF THIS CONTRACT OF SALE AT THE TIME YOU SIGN IT.

EAST COAST PROPERTIES, INC.

BY: Paul O. Hamilton Ronald L. Orendorf (Seal)

DOCUMENT NO. 85,309

No. RECEIVED FOR RECORD
RECORDED IN LIBER
Re. 109 FOLIO 209 RECEIVED FOR RECORD

1976 SEP 14 AM 9:38

RECORD FOR
QUEEN ANNE'S CO., MD.
CHARLES W. CECIL, CLERK

SEP 14-76 A #21835 ******4.00

Assignment

Agreement
OF ~~MORTGAGE~~ FROM Ronald Orendorf and Dolly D. Orendorf, his wife

TO East Coast Properties, Inc. AS RECORDED IN

LIBER CWC NO. 79 FOLIO 295

MAIL TO TO BE PLACED IN CHY #5860

FOR VALUE RECEIVED and default having occurred, East Coast Properties, Inc. does hereby assign the within and aforegoing installment sales contract to Ernest S. Cookerly, Attorney, for the purpose of foreclosure and collection.

WITNESS the corporate seal of East Coast Properties, Inc. and signature of Dennis R. Conner, its President, this 7th day of July, 1976.

Attest:

William D. Perryman
William D. Perryman, Secretary

EAST COAST PROPERTIES, INC.

BY: Dennis R. Conner (SEAL)
Dennis R. Conner, President

ESC/nlj/10/5/76/1&2/

ERNEST S. COOKERLY, ASSIGNEE Court Street Chestertown, Maryland 21620	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY, MARYLAND
RONALD ORENDORF Rt. 1, Box 138-A Bridgeville, Delaware 19933	*	EQUITY NO. 5860
AND	*	
DOLLY D. ORENDORF c/o Roy Linwood Seward R.F.D. 1, Box 186 Greensboro, Maryland 21639	*	

* * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of real estate made by Ernest S. Cookerly, Attorney Assignee, respectfully shows:

That default having occurred under a certain installment agreement of sale from Ronald Orendorf and Dolly D. Orendorf, his wife, to East Coast Properties, Inc., dated November 12, 1973, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C No. 79, Folio 295, and which installment agreement of sale by assignment was assigned on July 7, 1976, to Ernest S. Cookerly, Attorney, for the purpose of foreclosure and collection; the undersigned, after docketing suit for foreclosure, and after advertising the premises subject to the installment agreement of sale in the Queen Anne's Record Observor, a newspaper printed and published in Queen Anne's County, Maryland, once in each of three (3) successive weeks before the 1st day of October, 1976, and in accordance with the certificate of publication of the advertisement of the sale previously filed herein, and after filing in this cause his bond to the State of Maryland, with surety approved by the Clerk of this Honorable Court, did attend, in front of the Court House, Centreville, Maryland, on Friday, October 1, 1976, at 11:00 A.M., and after reading the attached advertisement, and having the auctioneer cry the sale, did offer the property for sale and did sell the same to East Coast Properties, Inc. at and for the sum of Ten Thousand ($10,000.00)

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

Dollars, said real estate being described as follows:

All that parcel of land situate, lying and being in the Second Election District of Queen Anne's County, Maryland, being Lot No. 16 on a plat entitled Davis Estates filed among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. No. 74, Folio 673.

Being the same lands described in the Installment Agreement of Sale dated November 12, 1973, by and between East Coast Properties, Inc., Seller, and Ronald Orendorf and Dolly D. Orendorf, his wife, Buyers. Subject, however, to the covenants and restrictions of record.

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

The Report states the amount of sale to be Ten Thousand ($10,000.00) Dollars.

Respectfully submitted,

Ernest S. Cookerly
Attorney Assignee

STATE OF MARYLAND, COUNTY OF KENT, to wit:

I HEREBY CERTIFY, that on this 5th day of October, 1976, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared ERNEST S. COOKERLY, Attorney Assignee, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale of real estate are true to the best of his knowledge and belief and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Nancy [illegible]
Notary Public

My commission expires:
July 1, 1978.

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

ORDER NISI ON SALE

ERNEST S. COOKERLY, ASSIGNEE VS. RONALD ORENDORF AND DOLLY D. ORENDORF	In the Circuit Court for Queen Anne's County In Equity Cause No. 5860

ORDERED, this 6th day of October, 19 76, that the sale of the real property, made and reported in this cause by Ernest S. Cookerly, Assignee, be ratified and confirmed, on or after the 8th day of November, 19 76, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 1st day of November, 19 76.

The report states the amount of sales to be $ 10,000.00.

Charles H. Ciel Clerk

Filed Oct. 6, 1976

ESC/nlj/10/5/76/1&2/

ERNEST S. COOKERLY, ASSIGNEE Court Street Chestertown, Maryland 21620	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY, MARYLAND
RONALD ORENDORF Rt. 1, Box 138-A Bridgeville, Delaware 19933	*	EQUITY NO. 5860
AND	*	
DOLLY D. ORENDORF c/o Roy Linwood Seward R.F.D. 1, Box 186 Greensboro, Maryland 21639	*	

* * * * *

PURCHASER'S AFFIDAVIT

STATE OF MARYLAND, COUNTY OF KENT, to wit:

I HEREBY CERTIFY, that on this 5th day of October, 1976, before me, the subscriber, a Notary Public of the State and County aforesaid, personally DENNIS R. CONNER, President of East Coast Properties, Inc., purchaser of the East Coast Properties, Inc. property in Second Election District of Queen Anne's County, Maryland, from the Assignee in this cause and made oath in due form of law:

1. That East Coast Properties, Inc. is the purchaser and is not an agent for anyone.

2. That no others are interested as principals.

3. That East Coast Properties, Inc. has not directly or indirectly discouraged anyone from bidding for said property.

AS WITNESS my hand and Notarial Seal.

Nancy Lee Gowell
Notary Public

My commission expires:
July 1, 1978.

FILED
OCT 6 1976

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

ESC/nlj/10/5/76/1&/2/

ERNEST S. COOKERLY, ASSIGNEE Court Street Chestertown, Maryland 21620	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY, MARYLAND
RONALD ORENDORF Rt. 1, Box 138-A Bridgeville, Delaware 19933	*	EQUITY NO. 5860
AND	*	
DOLLY D. ORENDORF c/o Roy Linwood Seward R.F.D. 1, Box 186 Greensboro, Maryland 21639	*	

* * * * *

MEMORANDUM OF SALE

I, NORMAN DIXON, certify that I was the auctioneer at the foreclosure sale in the matter of Ernest S. Cookerly, Attorney Assignee vs. Ronald Orendorf and Dolly D. Orendorf, his wife, and that the property was sold on October 1, 1976, to East Coast Properties, Inc. for Ten Thousand ($10,000.00) Dollars.

AS WITNESS my hand and seal this 7th day of October, 1976.

Witness:

Ethel L. Orem

Norman Dixon (SEAL)
Norman Dixon
Auctioneer

FILED
OCT 11 1976

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

ESC/nlj/11/1/76/1&2/

LIBER 8 PAGE 442

ERNEST S. COOKERLY, ASSIGNEE	*	IN THE CIRCUIT COURT FOR
vs.	*	QUEEN ANNE'S COUNTY, MARYLAND
RONALD ORENDORF and DOLLY D. ORENDORF	*	EQUITY NO. 5860
	*	

* * * * *

PETITION FOR AUCTIONEER FEES

TO THE HONORABLE, THE JUDGES OF SAID COURT:

This Petition for Auctioneer Fees by Ernest S. Cookerly, Attorney Assignee, respectfully shows:

1. That the subject matter of the within foreclosure proceedings is a parcel of land designated as Lot No. 16 on a plat entitled Davis Estates being unimproved.

2. That the auctioneer, Norman Dixon, traveled to Centreville on a Friday morning for the purpose of conducting the sale.

3. That the real estate was sold for Ten Thousand ($10,000.00) Dollars and the minimum fee allowed under Local Rule 1300 would amount to Twenty-five ($25.00) Dollars. That your Petitioner and auctioneer feel that the minmum fee allowed under Local Rule 1300 is inadequate.

4. That the auctioneer, Norman Dixon, and your Petitioner are of the opinion that Seventy-five ($75.00) Dollars would be fair compensation for the services rendered.

5. That your Petitioner hereby requests that this Honorable Court pass an Order authorizing your Petitioner to pay the sum of Seventy-five ($75.00) Dollars to Norman Dixon for his services.

AND, as in duty bound, etc.

Ernest S. Cookerly, Attorney
Assignee

FILED
NOV 3 1976

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2118

STATE OF MARYLAND, COUNTY OF KENT, to wit:

I HEREBY CERTIFY, that on this 1st day of November, 1976, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Ernest S. Cookerly, Attorney-Assignee, and he made oath in due form of law that the matters and facts set forth in the foregoing Petition for Auctioneer Fees are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Nancy Lee Jeffers
Notary Public

My commission expires:
July 1, 1978.

ORDER OF COURT

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 8th day of November, 1976, that the fees for the auctioneer, Norman Dixon, in the amount of Seventy-five ($75.00) Dollars is hereby approved as a proper expense of the sale of the real estate.

B. Hackett Turner Jr.
JUDGE

FILED
NOV 8 1976

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-5115

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MARYLAND 21620

ERNEST S. COOKERLY
FLOYD L. PARKS

TELEPHONE
778-2112

December 23, 1976

Charles W. Cecil, Clerk
Queen Anne's County
Court House
Centreville, Maryland 21617

Re: Equity No. 5860

Dear Charlie:

Please file the enclosed Audit in the above referred to case. Many thanks.

With best wishes for the Holidays, I remain

Sincerely yours,

Ernest S. Cookerly

ESC/nlj
Encls.

ESC/nlj/12/23/76/1&2/

ERNEST S. COOKERLY, ASSIGNEE	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY, MARYLAND
RONALD ORENDORF and DOLLY D. ORENDORF	*	EQUITY NO. 5860
	*	

* * * * *

CREDIT

Sale of Ronald Orendorf and Dolly D. Orendorf property $10,000.00

DEBITS

Charles W. Cecil, Clerk - Court costs	92.00	
Ernest S. Cookerly - reimbursement for advertisement	76.00	
Hogans Agency - bond	44.00	
Oscar Schulz - real estate taxes	138.48	
Nancy Lee Jewell - notary fees	3.50	
Norman Dixon - auctioneer	75.00	
Ernest S. Cookerly - commission on sale	650.00	
Ernest S. Cookerly - reimbursement for filing suit papers and assignment on mortgage	44.00	
Ernest S. Cookerly - reimbursement for Order Nisi	23.75	
Auditor	45.00	
Ernest S. Cookerly - Attorney Assignee East Coast Properties, Inc. $11,044.29 plus interest $711.57	11,755.86	$12,947.59

I HEREBY CERTIFY that I have examined all appropriate public records and based thereon I believe the funds should be distributed as set forth in the suggested account.

Ernest S. Cookerly
Attorney Assignee

STATE OF MARYLAND, COUNTY OF KENT, to wit:

I HEREBY CERTIFY, that on this 23rd day of December, 1976, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Ernest S. Cookerly, Attorney Assignee, and he made oath in due form of law that the foregoing Statement is true and correct to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Nancy Lee Jewell
Notary Public

My commission expires:
July 1, 1978

FILED
DEC 27 1976

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2116

ERNEST S. COOKERLY, ASSIGNEE

VS.

RONALD ORENDORF

AND

DOLLY D. ORENDORF

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY NO. 5860

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 Ernest S. Cookerly, Assignee for collection of Mortgage Foreclosure for Installment Agreement of Sale in these proceedings, wherein it appears that the proceeds of sale are insufficient to pay the expenses of sale and the mortgage debt. The mortgage deficiency appears to be in the sum of $2,901.85.

2. That in the within account of Ernest S. Cookerly, Assignee for collection of Mortgage foreclousre for Installment Agreement of Sale and vendor, is charged with the proceeds of sale made by him and he is allowed his commissions for making said sale, the court costs in this cause, the preium on the surety bond filed in this cause, the costs of advertising Notice of Sale and Order Nisi of Sale filed in this cause, the auctioneer's fee, the Notary costs, the State and County taxes for one year, the fee of your Auditor, and the balance was credited toward the mortgage indebtedness.

Respectfully submitted,

J. Thomas Clark
Auditor

January 4, 1977

FILED
JAN 4 1977

Cause No. 5860

The proceeds of the sale of land reported in this cause in account with Ernest S. Cookerly, Assignee for collection of Mortgage forclosure for Installment Agreement of Sale in these proceedings (and vendor of said land).

CR.

1976
October 5 By proceeds of the sale of said land, per report of said vendor, to wit:----------$10,000.00

DR.

To Ernest S. Cookerely, Assignee for collection, (and vendor) commission on sale----------		$ 650.00
To Do, for an amount paid Charles W. Cecil, Clerk, for advanced court Costs, per receipt exhibited, to wit:		40.00
To Do, for an amount due for Court costs per statement of Clerk's exhibited, to wit:		
1-Clerk's additional----------	$78.00	
2-Clerk's fee for recording bond-----	4.00	
3-Appearance fee of Ernest S. Cookerly, Assignee----------	10.00	92.00
To Do, for an amount paid to Oscar A. Schulz, Treasurer, for one year State and County taxes on the real estate sold in this cause, per bill exhibited, to wit:		138.48
To Do, for an amount due The Hogans Agency, Inc., for the premium on the surety bond filed by the vendor in this cause, per invoice exhibited, to wit:		44.00
To Do, for an amount due Norman Dixon, Auctioneer, for crying said sale, per Order of Court, to wit:		75.00
To Do, for an amount paid Queen Anne's Record-Observer for		
1-Publishing advertisement of sale---	76.00	
2-Nisi of Sale----------	23.75	99.75
To Do, for an amount paid Nancy Lee Jewell for notary fees--------		3.50

January 4, 1977

J. Thomas Clark
Auditor

To J. Thomas Clark, Auditor, for			
1. stating this account----------	$45.00		
2. notifying parties----------	5.00	50.00	
To Ernest S. Cookerly, Attorney Assignee for East Coast Properties, Inc., per statement of debt, in the sum of $11,044.29 plus interest of $664.83, the balance or the sum of----------		8,807.27	
		$10,000.00	$10,000.00

January 4, 1977

J. Thomas Clark
Auditor

ERNEST S. COOKERLY, ASSIGNEE

VS.

RONALD ORENDORF

AND

DOLLY D. ORENDORF

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5860

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on January 4, 1977, 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:

Ernest S. Cookerly, Esquire
Court Street
Chestertown, MD 21620

Ronald Orendorf
Rt.1, Box 138-A
Bridgeville, DE 19993

Dolly D. Orendorf
c/o Roy Linwood Seward
R.F.D. 1, Box 186
Greensboro, MD 21639

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on January 4, 1977, with the Clerk of Court, Centreville, Maryland, and the exceptions to said audit must be filed on or before January 19, 1977, and that if no exceptions are filed within such fifteen (15) day period, the accounty may thereupon be ratified on January 20, 1977.

J. Thomas Clark
Auditor

FILED
JAN 4 1977

LIBER 8 PAGE 450

NISI RATIFICATION OF AUDIT

ERNEST S. COOKERLY, Assignee	In the Circuit Court
	for Queen Anne's County
vs.	In Equity
RONALD ORENDORF, et al.	Cause No. 5860

ORDERED, this 4th day of January, 19 77, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 20th day of January, 19 77, unless cause to the contrary thereof be previously shown; provided notice is given in manner provided by Maryland Rule 595 g to persons entitled thereto.

Charles H. Cecil Clerk

Filed January 4, 1977

ESC/nlj/10/5/76/1&2/

ERNEST S. COOKERLY, ASSIGNEE Court Street Chestertown, Maryland 21620	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY, MARYLAND
RONALD ORENDORF Rt. 1, Box 138-A Bridgeville, Delaware 19933	*	EQUITY NO. 5860
AND	*	
DOLLY D. ORENDORF c/o Roy Linwood Seward R.F.D. 1, Box 186 Greensboro, Maryland 21639	*	

* * * * *

FINAL ORDER OF RATIFICATION

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 10th day of January, 1977, that the sale of the real estate made and reported in this cause by Ernest S. Cookerly, Attorney Assignee, be and the same is hereby ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given, as required by the preceding Order Nisi, and the same Ernest S. Cookerly, Attorney Assignee, is allowed the usual commissions and proper expenses, not personal, as he shall produce vouchers for to the auditor.

B. Hackett Turner Jr.
JUDGE

FILED
JAN 10 1977

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-211X

ORDER NISI ON SALE
ERNEST S. COOKERLY,
ASSIGNEE
VS.
RONALD ORENDORF
and
DOLLY D. ORENDORF
+ + + + +
In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 5860
+ + + + +

ORDERED, this 6th day of October, 1976, that the sale of the real property, made and reported in this cause by Ernest S. Cookerly, Assignee, be ratified and confirmed, on or after the 8th day of November, 1976, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 1st day of November, 1976.

The report states the amount of sales to be $10,000.00.

CHARLES W. CECIL,
CLERK

Filed: Oct. 6, 1976

TRUE COPY
TEST: Charles W. Cecil,
Clerk

LIBER 8 PAGE 452 January 20, 1977 ..... 19....

THIS IS TO CERTIFY, That the annexed Order Nisi Equity 5860 ..... was inserted in the QUEEN ANNE'S RECORD OBSERVER, a newspaper printed and published in Queen Anne's County, Md., once in each of three ..... successive weeks before the 1st ..... day of November 19 76

BAY PUBLISHING CORPORATION
Publishers

By Lana Hammond

FILED
JAN 20 1977

ERNEST S. COOKERLY, ASSIGNEE

vs.

RONALD ORENDORF
and
DOLLY D. ORENDORF

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
Cause No. 5860

FINAL RATIFICATION OF AUDIT

ORDERED by the Court that the account of the Auditor is finally ratified and confirmed, and Ernest S. Cookerly, Assignee, is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Dated: January 20, 1977

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

ROBERT J. SCHULTZE

VS.

PHILIP L. LINGENFELTER

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY
NO. 5869

SEP 20-76 * 22303 *****40 00
SEP 20-76 A 22303 *****40 00

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

Mr. Clerk:

Please record the enclosed Assignment of Mortgage, and thereafter file either the original mortgage and assignment, or a certified copy, thereof in this cause as Complainant's Exhibit No. 1, all costs thereof to be charged as part of the costs of this cause, said mortgage being from Philip L. Lingenfelter to Loyola Federal Savings and Loan Association, dated November 14, 1975, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 98 folio 642.

Vachel A. Downes, Jr.
Attorney For Robert J. Schultze,
Assignee

FILED
SEP 20 1976

ROBERT J. SCHULTZE
ASSIGNEE FOR PURPOSES
OF FORECLOSURE
1300 North Charles Street
Baltimore, Maryland 21201

vs.

PHILIP L. LINGENFELTER
15 Chesapeake Estates Drive
Chesapeake Estates
Stevensville, Maryland 21666

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5867

* * * * * * * * * * * * * * *

ORDER TO DOCKET SUIT

TO: CHARLES W. CECIL, CLERK

Mr. Clerk: You will please docket suit as per the above titling for foreclosure of a mortgage from Philip L. Lingenfelter to Loyola Federal Savings and Loan Association, a body corporate of the State of Maryland, dated November 14, 1975, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 98 folio 642, default having occurred in the terms thereof by reason of non-payment of principal and interest payable under the terms of said mortgage after demand therefor was made; and you will file herewith a certified copy of said mortgage as well as the accompanying affidavit.

Vachel A. Downes, Jr.
Vachel A. Downes, Jr.
Attorney for Robert J. Schultze
Assignee for purposes of fore-
closure
115 Lawyers Row
Centreville, Maryland 21617

Telephone: 301-758-0680

AFFIDAVIT

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

I HEREBY CERTIFY, that on this 20th day of September, 1976, before me, the subscriber, a Notary Public as aforesaid, personally appeared Robert J. Schultze, Assignee as aforesaid, and made oath in due form of law to the best of his knowledge, information and belief, that Philip L. Lingenfelter according to the tax assessment records of Queen Anne's County resides at 15 Chesapeake Estates

Drive, Chesapeake Estates, Stevensville, Maryland (21666), and that he is not now in the military service of the United States of America as defined by the Soldier's and Sailor's Civil Relief Act of 1940, with amendments thereto, or Chapter 710 of the Laws of Maryland of 1941, nor has he been in such military service within three months prior hereto.

AS WITNESS my hand and Notarial Seal.

Connie S. Hutson
NOTARY PUBLIC

My Commission Expires: 7-1-1978

CONNIE S. HUTSON NOTARY PUBLIC QUEEN ANNES CO., MD.

LIBER 8 PAGE 456

LIBER 98 PAGE 642

DOCUMENT NO. 81,917
Conventional
Rev: 6/74

Approved _____
Date _____

Account No. 216479

THIS MORTGAGE, Made this 14th day of November, in the year one thousand, nine hundred and seventy-five, between PHILIP L. LINGENFELTER, of Annandale, Virginia in the State of ~~Maryland~~, hereinafter called Mortgagor, and the LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of Thirty-five thousand (35,000) Dollars, (being part of the purchase money for the property hereinafter described);

AND WHEREAS, said Mortgagor, has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of nine and three fourths per cent. (9 3/4%) per annum in the manner following:

By the payment of Three hundred and seventy-one cents ($300.71) Dollars, commencing on the first day of January, 19 76, and on the first day of each month thereafter until the principal sum and all interest are fully paid except that the final payment of principal and all accrued interest, if not sooner paid, shall be due and payable on the first day of December, 2005. Interest shall be computed by the calendar month, and the said installment payment may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) to the payment of the aforesaid principal sum, provided the Mortgagor is not in default on any other payments required under the terms of the Mortgage.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot of ground situate and lying in Queen Anne's County ~~in said State and described as follows~~ in the State of Maryland and described as follows:

All that lot or parcel of land situate, lying and being on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland, set forth and shown on a plat entitled, "Plat of Chesapeake Estates, Queen Anne's County, Maryland", by Purdum and Jeschke, Registered Engineers and Land Surveyors, dated February 19, 1960, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 54, folio 57, said lot being shown and designated as Lot No. 15, Block A, of Chesapeake Estates.

BEING the same lot of ground described in the Deed from Bay Builders, Inc. to the Mortgagor, bearing even date herewith, and intended to be recorded prior hereto.

SUBJECT, NEVERTHELESS, to the restrictive covenants and conditions contained in a deed from Guaranteed Realty Corporation to Helen B. Ryan on March 14, 1960, and recorded in Queen Anne's County Land Record T.S.P. No. 54, folio 107, said restrictive covenants and conditions being hereby incorporated in this deed by reference as a part thereof, as is evidenced by the execution of these presents and by the acceptance by the grantees of its delivery.

RECEIVED FOR RECORD & RECORDED IN LIBER 98 FOLIO 642

1975 NOV 14 PM 3:43

RECORD FOR QUEEN ANNE'S CO. CHARLES W. CECIL

NOV 14-75 * 21423 *****12.00
NOV 14-75 A *21423 *****12.00

Together with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

To Have and to Hold the said lot of ground and premises unto the said Mortgagee, its successors and assigns, [redacted] in fee simple.

Provided, however, if the said Mortgagor, his heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this mortgage shall be void.

And the said Mortgagor, for himself, his heirs, personal representatives and assigns covenants with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire, windstorm or such other hazards as may be required by the Mortgagee for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent necessary to protect its lien thereon and to deliver the policy and renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage. In event of loss Mortgagor will give immediately notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss to the order of the Mortgagee only, instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option to the reduction of the principal balance of the debt secured hereby without regard to monthly payment, or the payment of interest and property expenses, or to the restoration or repair of the damaged property. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee; (3) to pay all ground rent, taxes, water rent, insurance, condominium charges and expenses, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable and to establish a fund to assure said payments, the Mortgagor shall pay to the Mortgagee, in trust, on the first day of each month one-twelfth of the yearly aggregate of such items. In the event the Mortgagor fails to make the payments or establish the fund, the Mortgagee, its successors or assigns, is hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of interest per annum then payable from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage or in any sale of the premises for the foreclosure of the same. It is agreed that the Mortgagee may, at any time during the mortgage term, and in its discretion apply for and purchase mortgage guaranty insurance, and may apply for renewal of such mortgage guaranty insurance covering this mortgage, and pay premiums due by reason thereof, and require repayment by the Mortgagor of such amounts as are advanced by the Mortgagee, and the Mortgagor hereby agrees to pay for such premiums on the first day of each month, as part of the regular monthly payment by payment of a sum equal to one-twelfth (1/12) of such annual mortgage guaranty insurance premium in accordance with the aforegoing covenants and conditions, and in the event such insurance is placed on a single premium plan, the Mortgagor hereby agrees to repay the Mortgagee for such amount so advanced by the Mortgagee for such single premium. It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to; (4) to permit, commit or suffer no waste, impairment of deterioration of said property, or any part thereof, and upon the failure of the Mortgagor, his heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor, his heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner (if a corporation, including the transfer of a majority stock interest) without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum, at the option of the Morgagee, shall immediately become due and owing as herein provided; (7) this Mortgage shall also secure future advances as provided by Chapter 178 of the Laws of the State of Maryland, passed in the year 1955 or any amendments, re-enactments or supplements thereto; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (9) that the Mortgagee may collect and receive all

awards hereafter made by any municipal, county, state or federal authority for a taking of any interest in the aforesaid land or for changing the grade of any public way so as to affect the aforesaid land and property and all such awards are hereby assigned to the Mortgagee; that, at the option of the Mortgagee, the whole or any part of the proceeds of such awards may be applied to the payment of principal and interest secured thereby, whether then due or not, in such order and amounts as the Mortgagee may determine, or be used to discharge in whole or in part any one or more of the covenants, or agreements of this mortgage or be released to the Mortgagor and any one or more of the preceding alternatives may be elected by the Mortgagee in such order as the Mortgagee may determine. NO PREPAYMENT PENALTY WILL BE CHARGED IF THIS LOAN IS A FIRST MORTGAGE ON RESIDENTIAL REAL PROPERTY FOR NON-BUSINESS PURPOSES AND THE INTEREST IS IN EXCESS OF 8%; (10) if the mortgage debt is prepaid in whole or in part in any amount not less than one monthly installment of principal and the aggregate amount of all prepayments made in any one year exceeds 33-1/3% of the original principal amount of the loan, two months' advance interest at the then current rate on the part of the aggregate amount of such excess shall be paid to the Mortgagee as consideration for the acceptance of such prepayment, provided, that no such charge may be imposed after the expiration of three years from the date hereof; (10a) corporate, commercial and business prepayment: If the mortgage debt is paid before maturity and the aggregate amount of all prepayments made in any one year exceeds 20 per centum of the original principal amount of the loan, 180 days' interest, at the then current rate specified in this mortgage on the amount of such excess shall be paid to the Mortgagee: (11) The Mortgagor covenants and agrees to pay a late charge not to exceed the greater of Two Dollars ($2.00) or five percent (5%) of the total amount of any delinquent or late periodic installment of interest and principal which is received at the office of the Mortgagee more than fifteen (15) calendar days after the due date thereof to cover the extra expense involved in handling delinquent payments.

And it is Agreed and Understood that until default is made, the said Mortgagor, his heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

And the said Mortgagor, in accordance with the provisions of the Real Property Article of the Code of Public General Laws of the State of Maryland, Maryland Rules of Procedure, and all Local Rules of Court applicable thereto, or any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements or additions thereto, does hereby; (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby; (2) also authorize the said Mortgagee, its successors or assigns, or V. Charles Rinaudo, it's duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots; but such party may do so, and the sale may be made after giving notice required by law of the time place, manner and terms of sale in some newspaper published in the county or city in which the land is situated; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of $500.00 for conducting the proceedings, if without contest; but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, including interest to date of ratification of Auditor's account at the rate then payable, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor, or his assigns, or to whomever may be entitled to the same. Half of such commissions, and all Attorney's fees, and all such expenses and costs shall be paid by the Mortgagor, or his assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before the sale thereof.

The Mortgagor herein agrees that at the time of the request for a release of this mortgage, a charge not to exceed $15.00 for the preparation of the same, plus the cost of recording and Notary charge is hereby authorized.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite.

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.

BY THE EXECUTION OF THIS INSTRUMENT THE MORTGAGOR CERTIFIES THAT PRIOR THERETO HE HAS RECEIVED A LOAN DISCLOSURE STATEMENT IN CONNECTION WITH THIS LOAN, AS REQUIRED BY ARTICLE 49 OF THE ANNOTATED CODE OF MARYLAND.

WITNESS the hand and seal of the said Mortgagor:

WITNESS:

Philip L. Lingenfelter SEAL

_____ SEAL

Donna Roach _____ SEAL

_____ SEAL

DOCUMENT NO. 85,423

LIBER 109 PAGE 548

No. RECEIVED FOR RECORD
Re. RECORDED IN LIBER
FOR RECEIVED FOR RECORD

1976 SEP 20 PM 1:52

Land RECORD FOR
QUEEN ANNE'S CO., ETC.
CHARLES W. CECIL, CLERK

Assignment

OF MORTGAGE FROM Philip L. Lingenfelter

TO Loyola Federal Savings and Loan Association AS RECORDED IN

LIBER CWC NO. 98 FOLIO 642

MAIL TO To Be Placed in Chy #5867

September 15, 1976

FOR VALUE RECEIVED, Loyola Federal Savings and Loan Association hereby assigns the within Mortgage unto Robert J. Schultze for purposes of foreclosure.

AS WITNESS the corporate seal of said body corporate and the signature of its Senior Vice President, Clarence E. Pearce.

WITNESS:
Carolyn M. Bindeman
Carolyn M. Bindeman

LOYOLA FEDERAL SAVINGS AND LO[illegible]
By [illegible]
Clarence E. Pearce, Sr. [illegible]ident

81,917

MORTGAGE

FROM

PHILIP L. LINGENFELTER

TO

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

Received for Record May 14, 1975
at ____ o'clock ____ M. Same day recorded
in Liber CWC No. 98 Folio 642
etc., one of the Land Records of Q. A's County
and examined per
Charles W. Cecil, Clerk
Cost of Record, $ 15.00 Pd

RECORDING OFFICER: PLEASE RETURN TO

LOYOLA FEDERAL
Savings and Loan Association
Charles and Preston Streets
BALTIMORE, MARYLAND 21201

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

On this 14th day of November, 1975, before me, a Notary Public of said State, personally appeared John W. Sause, Jr. Vice President, Agent, of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth, and further made oath that the principal sum hereof has been paid over and disbursed by the Mortgagee unto the Mortgagor at a time not later than the final and complete execution of this Mortgage, *and also made oath that he is the Agent of the Mortgagee and duly authorized to make this affidavit.*

AS WITNESSETH my hand and Notarial Seal

NOTARY PUBLIC QUEEN ANNE'S CO., MD. DONNA ROACH

Donna Roach
Notary Public

My commission expires July 1, 1978.

This is to certify that the within instrument was prepared by or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

[illegible]
Attorney

LIBER 8 PAGE 459

ROBERT J. SCHULTZE

VS.

PHILIP L. LINGENFELTER

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY
NO. 5867

* * * * * * * * * * * *

STATEMENT OF MORTGAGE

INDEBTEDNESS

Original amount of loan	$35,000.00
Paid on account of principal	83.01
Balance	34,916.99
Expense account, debit balance	172.10
Total principal and expense Account Debit Balance	35,089.09
Interest due through 10-30-76	1,702.20
Total (with interest computed through 10-30-76)	$36,791.29

Per diem interest: $9.46 per day

Respectfully submitted,

Vachel A. Downes, Jr.
Attorney For Robert J. Schultze,
Assignee

AFFIDAVIT

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

I HEREBY CERTIFY, that on this 20 day of September, 1976, before me, the subscriber, a Notary Public as aforesaid, personally appeared Robert J. Schultze, Assignee for purposes of foreclosure, and made oath in due form of law that the matters and facts set forth in the aforegoing Statement of Mortgage Indebtedness are true and correct to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Connie L. Nilson
NOTARY PUBLIC

NOTARY PUBLIC QUEEN ANNE'S CO., MD.

LIBER 2 FOLIO 50

BOND

CHANCERY
567
SCHULTZE
vs
LINGENFELTER

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

KNOW ALL MEN BY THESE PRESENTS: that we, Robert J. Schultze, Assignee For Purposes Of Foreclosure, of Queen Anne's County, State of Maryland, as Principal, and the Fidelity and Deposit Company of Maryland, a body corporate, duly authorized by its charter to become sole Surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of Thirty-Eight Thousand Dollars ($38,000.00) current money of the United States of America, to be paid unto the State of Maryland, or its certain attorney, to which payment will and truly to be made and done, we bind ourselves and each of our and each of our heirs, executors, and administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 23 day of September, 1976.

WHEREAS, by a certain mortgage from Philip L. Lingenfelter to Loyola Federal Savings and Loan Association, dated November 14, 1975, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 98 folio 642, the Mortgagor became indebted unto the Mortgagee; and

WHEREAS, Robert J. Schultze is the assignee of said mortgage for purposes of collection and foreclosure;

WHEREAS, the above bounden, Robert J. Schultze, Assignee as aforesaid, is about to execute the power of sale contained in the above described mortgage by making sale of the property described in, granted and conveyed by the said mortgage, default having occurred in the terms, conditions and covenants of the said mortgage by the reason of the non-payment of the principal mortgage debt named in said mortgage and by reason of the non-payment of the interest covenants to be paid upon the said principal mortgage indebtedness by the terms of said mortgage at the times therein provided for the payment.

Now the condition of the above obligation is such, that if the above bounded, Robert J. Schultze, does and shall, will and faithfully abide by and fulfill any Order or Decree which shall be made by any Court of Equity in relation to the sale of the said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise, to be and remain in full force and virtue in law.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Erika Howard

Robert J. Schultze (SEAL)
Robert J. Schultze,
Assignee For Purposes Of Foreclosure

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

BY: William Freestate
William Freestate
Its Attorney In Fact

SURETY APPROVED AND BOND FILED ON Sept 23 1976

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 59, a Bond Record Book for Queen Anne's County.

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 23rd day of September, Nineteen Hundred and Seventy-six.

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

Vachel A. Downes, Jr.
Attorney At Law
115 Lawyers Row
Centreville, Maryland (21617)

ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE HOME IN CHESAPEAKE ESTATES KENT ISLAND STEVENSVILLE, MARYLAND

Under and by virtue of the power of sale contained in a certain mortgage fro Philip L. Lingenfelter unto Loyola Federal Savings and Loan Association, dated November 14, 1975, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 93 folio 643, duly assigned unto Robert J. Schultze for purposes of collection by foreclosure, the undersigned will sell at PUBLIC AUCTION in front of the Court House Door, in the Town of Centreville, Queen Anne's County, Maryland, on

TUESDAY, OCTOBER 19, 1976

at 11:00 o'clock, a.m., all that fee simple parcel more particularly described as follows, to wit:

ALL that lot or parcel of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, set forth and shown on a plat entitled, "Plat of Chesapeake Estates, Queen Anne's County, Maryland", by Purnell and Jeschke, registered engineers and land surveyors, dated February 10, 1930, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 54 folio 57, said lot being shown and designated as Lot No. 15, Block A, of Chesapeake Estates.

BEING all the same lands conveyed by deed from Bay Builders, Inc., unto Philip L. Lingenfelter, dated November 14, 1975, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 93 folio 640.

SUBJECT, NEVERTHELESS, to the restrictive covenants and conditions contained in a deed from Guaranteed Realty Corporation to Helen B. [illegible] on March 10, [illegible], and recorded in Queen Anne's County Land Records T.S.P. No. 54 folio 107, and [illegible] subject to all [illegible] of record appertaining thereunto.

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 consist of a one-story rancher of three (3) bedrooms, one (1) bath, etc.

TERMS OF SALE: The Purchaser (s) shall be required to pay ten percent (10 pct.) of the purchase price in cash or by cashier's check or certified check on the day of sale, with the balance to be paid in like manner within ten (10) days of the ratification of the sale by the Circuit Court for Queen Anne's County; said balance to bear interest at the rate of six percent (6 pct.) per annum from day of sale to day of settlement, or all cash on the day of sale at the Purchaser (s) may elect. At the time and place of sale, the Purchaser (s) will be required to make affidavit as required by Rule BW (6) (b) (9) of the Maryland Rules of [illegible]

[redacted]

Queen Anne's
RECORD-OBSERVER

Centreville, Md., October 19 1976

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

in the case/estate of Assignee's Sale

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 19th day of October, 1976, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 22nd day of Sept. 1976, and the last insertion on the 13th day of October, 1976

THE RECORD-OBSERVER CORPORATION

By Lana Hammond

FILED
OCT 21 1976

[illegible] will be given to the Purchaser (s) upon [illegible] of the full purchase [illegible] and charges will be apportioned to [illegible] date of sale. All transfer [illegible] recording of the deed [illegible] tax, notary fees, etc., are to be paid by Purchaser (s).

[illegible]
Clerk of Circuit Court
[illegible]
Trustee

JOSEPH A. JACKSON, JR.
Attorney

CI-10-13

ROBERT J. SCHULTZE

VS.

PHILIP L. LINGENFELTER

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5867

AFFIDAVIT

I HEREBY CERTIFY, that on this 19th day of October 1976, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Vachel A. Downes, Jr., Attorney for Robert J. Schultze, Assignee, and made oath in due form of law that registered mail notice of the time, place and terms of sale in this cause were duly served by registered mail on Philip L. Lingenfelter, as prescribed by Rule W 74 (2) (c) of the Maryland Rules of Procedure.

Connie L. Wilson
NOTARY PUBLIC

My Commission Expires: 7-1-1978

FILED
OCT 21 1976

LIBER 8 PAGE 464

LAW OFFICES
VACHEL A. DOWNES, JR.
QUEEN ANNE'S BUILDING
115 LAWYERS ROW
CENTREVILLE, MARYLAND 21617
TELEPHONE 758-0880

October 5, 1976

C O P Y

Mr. Philip L. Lingenfelter
15 Chesapeake Estates Drive
Chesapeake Estates
Stevensville, Maryland 21666

Re: Lot 15, Block A
Chesapeake Estates

Dear Mr. Lingenfelter:

As you know, a foreclosure suit on the captioned property has been filed against you involving the mortgage loan to Loyola Federal Savings and Loan Association.

A copy of all of the various documents filed to date in the proceedings is enclosed.

I also enclose a copy of the advertisement of sale now appearing in the Queen Anne Record Observer.

This advertisement sets forth the date, place and time of sale.

Very truly yours,

Vachel A. Downes, Jr.

VADjr/clh

REGISTERED NO. 850

Value $ No Value	Special Delivery $		
Reg. Fee $ 2.10	Return Receipt $ 25		
Handling Charge $	Restricted Delivery $		
Postage $ 24	☐ AIRMAIL		

POSTMASTER (By) S.D.C.

POSTMARK OF MAILING OFFICE: CENTREVILLE OCT 5 1976 MD.

FROM Vachel A. Downes, Jr.
115 Lawyers Row
21617

TO Mr. Philip L. Lingenfelter
15 Chesapeake Est. Dr.
21666

SEND RECEIPT ONLY

☐ DELIVERY: Complete Items 1, 2, and 3; Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
☐ Show to whom and date delivered ..... 15¢
☐ Show to whom, date, & address of delivery .. 35¢
☐ RESTRICTED DELIVERY. Show to whom and date delivered ..... 65¢
☐ RESTRICTED DELIVERY. Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:

3. ARTICLE DESCRIPTION: REGISTERED NO. | INSURED NO.

4. DATE OF DELIVERY

5. ADDRESSEE'S ADDRESS (Only if requested and fee paid)

6. UNABLE TO DELIVER BECAUSE: ☐ Authorized agent

Philip L. Lingenfelter

7. DATE OF DELIVERY POSTMARK

8. ADDRESSEE'S ADDRESS (Only if requested and fee paid)

9. RETURN RECEIPT SIGNATURE: ADDRESSEE / AGENT

10. RESTRICTED DELIVERY

☆ GPO: 1974-O-203-400

Vachel A. Downes, Jr.
Attorney At Law
115 Lawyers Row
Centreville, Maryland (21617)
(301-758-0380)

ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE HOME IN CHESAPEAKE ESTATES KENT ISLAND STEVENSVILLE, MARYLAND

Under and by virtue of the power of sale contained in a certain mortgage fro Philip L. Lingenfelter unto Loyola Federal Savings and Loan Association, dated November 14, 1975, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 93 folio 642, duly assigned unto Robert J. Schultze for purposes of collection by foreclosure, the undersigned will sell at PUBLIC AUCTION in front of the Court House Door, in the Town of Centreville, Queen Anne's County, Maryland, on

TUESDAY, OCTOBER 19, 1976

at 11:00 o'clock, a.m., all that fee simple parcel more particularly described as follows, to wit:

ALL that lot or parcel of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, set forth and shown on a plat entitled, "Plat of Chesapeake Estates, Queen Anne's County, Maryland", by Purdum and Jeschke, registered engineers and land surveyors, dated February 19, 1960, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 54 folio 57, said lot being shown and designated as Lot No. 15, Block A, of Chesapeake Estates.

BEING all the same lands conveyed by deed from Bay Builders, Inc., unto Philip L. Lingenfelter, dated November 14, 1975, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 93 folio 640.

SUBJECT, NEVERTHELESS, to the restrictive covenants and conditions contained in a deed from Guaranteed Realty Corporation to Helen B. Ryan on March 14, 1960, and recorded in Queen Anne's County Land Record T.S.P. No. 54 folio 107, and further subject to all easements of record appertaining thereunto.

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 consist of a one-story rancher of three (3) bedrooms, one (1) bath, etc.

TERMS OF SALE: The Purchaser (s) shall be required to pay ten percent (10 pct.) of the purchase price in cash or by cashier's check or certified check on the day of sale, with the balance to be paid in like manner within ten (10) days of the ratification of the sale by the Circuit Court for Queen Anne's County; said balance to bear interest at the rate of six percent (6 pct.) per annum from day of sale to day of settlement, or all cash on the day of sale as the Purchaser (s) may elect. At the time and place of sale, the Purchaser (s) will be required to make affadavit as required by Rule BR (6) (b) (3) of the Maryland Rules of Procedure.

Full possession will be given to the Purchaser (s) upon ratification of the sale and payment of the full purchase price. Taxes and other public assessments and charges will be apportioned to date of final settlement. All transfer expenses, including preparation and recording of the deed, documentary stamps, transfer tax, notary fees, etc., are to be paid by the Purchaser (s).

ROBERT J. SCHULTZE
Assignee For Purpose
Of Collection
By Foreclosure

JOSEPH A. JACKSON, JR.
Auctioneer

4t-10-13

Queen Anne's
RECORD-OBSERVER

Centreville, Md., November 4 19 76

THE RECORD-OBSERVER CORPORATION, a body corporate, does hereby certify that the Assignee's Sale

in the case/estate of Phillip L. Lingenfelter

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 19th day of October, 19 76, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 22 day of Sept. 19 76, and the last insertion on the 13 day of October, 19 76

THE RECORD-OBSERVER CORPORATION

By Dorothy M. Monroe

RECEIVED
NOV 8 1976

LIBER 8 PAGE 465

LIBER 8 PAGE 466

ROBERT J. SCHULTZE,
ASSIGNEE

VS.

PHILIP L. LINGENFELTER

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5867

* * * * * * * * * * *

AFFIDAVIT

The undersigned, purchaser of the property of or formerly of Philip L. Lingenfelter, sold at public auction on the 19th day of October, 1976, does hereby make oath in due form of law (a) that the property was purchased by Raymond A. Brookhart, as agent for Loyola Federal Savings and Loan Association, and (b) that the undersigned did not directly or indirectly discourage anyone from bidding for said property.

AS WITNESS my hand this 19th day of October, 1976.

Raymond A. Brookhart, Agent for
Loyola Federal Savings and Loan
Association

By: Raymond A. Brookhart
Agent for Purchaser

Subscribed and Sworn to before me, the undersigned, a Notary Public of ~~Queen Anne's~~ Baltimore County, State of Maryland, this 19th day of October, 1976.

AS WITNESS my hand and Notarial Seal.

Helen B. Bellows
NOTARY PUBLIC

My Commission Expires: 7-1-1978

AFFIDAVIT BY AUCTIONEER

I HEREBY CERTIFY, that on the 19th day of October, 1976, that the undersigned, did sell at public sale the lands of Philip L. Lingenfelter known as Lot No. 15, Block A of the subdivision known as Chesapeake Estates, Stevensville, Maryland unto Raymond A.

FILED
NOV 8 1976

Brookhart, Agent for Loyola Federal Savings and Loan Association, at and for the sum of $25,000.00 and I do further certify that this sale was fairly made.

Joseph A. Jackson, Jr.
Auctioneer

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 19th day of October, 1976.

AS WITNESS my hand and Notarial Seal.

Connie L. Nutson
NOTARY PUBLIC

My Commission Expires: 7-1-1978

ROBERT J. SCHULTZE, ASSIGNEE

VS.

PHILIP L. LINGENFELTER

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5867

* * * * * * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Robert J. Schultze, Assignee, in the proceedings in said Cause mentioned, respectfully shows that after giving bond with approved security for the faithful discharge of his duties, as prescribed by law, and having given notice of the time, place, manner and terms of sale by advertisement inserted in The Queen Anne's Record-Observer, a newspaper printed and published in Queen Anne's County, Maryland, for more than four (4) successive weeks preceding the day of said sale; the said Assignee, Robert J. Schultze, did, pursuant to said notice, on Tuesday, the 19th day of October, 1976, at 11:00 o'clock, A.M., attend on the premises, and did then and there sell at public auction to the highest bidder the fee simple property mentioned and described in the advertisement of sale; said property so offered being thereby sold to Raymond A. Brookhart, Agent for Loyola Federal Savings and Loan Association, at and for the sum of TWENTY-FIVE THOUSAND DOLLARS ($25,000.00), which price was the highest amount bid for said property.

That said purchaser has not yet complied with the terms of sale by paying unto said Assignee the sum of TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) as required by the advertisement thereof.

That said Assignee hereby believes that said purchaser will pay the full balance of the purchase price, with interest thereon at six per centum (6%) per annum, upon final ratification of the sale by this Court.

Respectfully submitted,

Assignee

STATE OF MARYLAND

COUNTY OF ~~QUEEN ANNE'S~~ Baltimore

to wit:

I HEREBY CERTIFY, that on this ~~19~~ 28th day of October, 1976, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared

FILED

NOV 8 1976

Robert J. Schultze, Assignee as aforesaid, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and bona fide as therein stated, and that the sale aforesaid made by him as Assignee, and herein reported, was fairly made.

Helen B. Billups
NOTARY PUBLIC

My Commission Expires: July 1, 1978

ORDER NISI ON SALE

ROBERT J. SCHULTZE, ASSIGNEE VS. PHILIP. L. LINGENFELTER	In the Circuit Court for Queen Anne's County In Equity Cause No. 5867

ORDERED, this 8th day of November, 19 76, that the sale of the real property, made and reported in this cause by Robert J. Schultze, Assignee, be ratified and confirmed, on or after the 9th day of December, 19 76, 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 2nd day of December, 19 76.

The report states the amount of sales to be $25,000.00.

Charles H. Ceil Clerk

Filed Nov. 8, 1976

LIBER 8 PAGE 470

ROBERT J. SCHULTZE,
ASSIGNEE

VS.

PHILIP L. LINGENFELTER

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5867

* *

FINAL ORDER OF RATIFICATION OF SALE

Upon the aforegoing Report of Sale and Affidavit, it is ORDERED this 14 day of December, 1976, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of said Court, that the sale made by Robert J. Schultze, Assignee, on the 19th day of October, 1976, reported to this Court, be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although notice appears to have been given as directed by the preceding Order Nisi; and the said Robert J. Schultze, Assignee, is allowed the usual commissions under Rule of this Court and such proper expenses as he shall produce vouchers for to the auditors.

FILED
DEC 14 1976

B. Hackett Turner Jr.
JUDGE

ORDER NISI ON SALE
ROBERT J. SCHULTZE,
ASSIGNEE
VS.
PHILIP L. LINGENFELTER

+ + + + +
In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 5867
+ + + + +

ORDERED, this 8th day of November, 1976, that the sale of the real property, made and reported in this cause by Robert J. Schultze, Assignee, be ratified and confirmed, on or after the 9th day of December, 1976, 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 2nd day of December, 1976. The report states the amount of sales to be $23,000.00.

CHARLES W. CECIL,
CLERK

Filed: Nov. 8, 1976

TRUE COPY
TEST: Charles W. Cecil,
Clerk

Queen Anne's
RECORD-OBSERVER

Centreville, Md., November 23 19 76

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

in the case/estate of Equity Cause No. 5867

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 2nd day of December, 19 76, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 10th day of Nov. 1976, and the last insertion on the 23rd day of Nov., 19 76

FILED
DEC 29 1976

THE RECORD-OBSERVER CORPORATION

By Dorothy M. Morris

ROBERT J. SCHULTZE

VS.

PHILIP . LINGENFELTER

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5867

TO THE HONORABLE, THE JUDGE OF SAID COURT:

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

1. That his Account is stated at the request of Robert J. Schultze, Assignee of a mortgage for purposes of 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 $12,862.84.

2. That in the within account of Robert J. Schultze, Assignee of a mortgage for purposes of foreclosure and vendor, is charged with the proceeds of sale made by him, and he is allowed his commissions for making said sale, the court costs in this cause, the premium on the surety bond filed in this cause, the costs of advertising Notice of Sale and Order of Nisi of Sale filed in this cause, the auctioneer's fee, the Notary Costs, the registered mail costs, the fee of your Auditor, and the balance was credited toward the mortgage indebtedness.

Respectfully submitted,

January 7, 1977

J. Thomas Clark
Auditor

FILED
JAN 7 1977

Cause No. 5867

The proceeds of the sale of land reported in this cause in account with Robert J. Schultze, Assignee or a mortgage for purpose of foreclosure, named in Mortgage foreclosed in these proceedings (and vendor of said land).

Cr.

1976
Dec. 14 By proceeds of the sale of said land, per report of said vendor, to wit:----------$25,000.00

Dr.

To Robert J. Schultze, Assignee of a mortgage for purpose of foreclosure, (and vendor) per terms of mortgage, to wit:		$500.00
To Vachel A. Downes, Jr., for amount paid by him to Charles W. Cecil, for advanced filing fee, to wit:		40.00
To Do, for an amount due Charles W. Cecil, Clerk of Court, per statement of Clerk's exhibited, to wit:		
1- Land recording costs (short assignment)	4.00	
2- Clerk's advanced filing fee----------	81.00	
3- Vachel A. Downes, Jr., appearance fee---	10.00	95.00
To Do, Vachel A. Downes, an amount due him for Notary fees that he paid--		2.00
To Do, Vachel A. Downes, an amount due him for the costs of registered mail		2.55
To Do, for amount paid Queen Anne's Record-Observer by Vachael A. Downes, Jr. for publishing:		
1- Advertisement of sale----------	143.75	
2- Nisi of Sale----------	23.75	167.50
To Do., for an amount due Joe Jackson, Jr., for crying said sale, per Local Rules, to wit:		62.50
To Do, for an amount due Freestate Agency for the premium on the surety bond filed by the vendor in this cause, per invoice exhibited, to wit:		152.00

January 7, 1977

J. Thomas Clark
Auditor

To J. Thomas Clark, Auditor, for			
1- Stating this account----------	$45.00		
2- Notifying parties----------	5.00	50.00	
To Robert J. Schultze, Assignee of a mortgage for purposes of foreclosure, as a partial payment on the mortgage indebtedness, on balance due as of October 30, 1976, in the amount of $36,791.29, the sum of		23,928.45	
		$25,000.00	$25,000.00

January 7, 1977

J. Thomas Clark
Auditor

ROBERT J. SCHULTZE, LIBER 8 PAGE 474 IN THE CIRCUIT COURT

VS. FOR

QUEEN ANNE'S COUNTY

PHILLIP L. LINGENFELTER IN EQUITY

NO. 5867

* * * * * * * * * * * * * * *

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on January 7, 1977, 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 in this cause, to wit:

Robert J. Schultze
1300 North Charles Street
Baltimore, MD 21201

Philip L. Lingenfelter
15 Chesapeake Estates Drive
Chesapeake Estates
Stevensville, MD 21666

Vachael A. Downes, Jr., Esquire
115 Lawyers Row
Centreville, MD 21617

Pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on January 7, 1977, with the Clerk of Court, Centreville, Maryland, and the exceptions to said audit must be filed on or before January 24, 1977, and that if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on January 25, 1977.

Johnna Clark
Auditor

FILED
JAN 7 1977

ROBERT J. SCHULTZE

vs.

PHILIP L. LINGENFELTER

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
No. 5867

FINAL RATIFICATION OF AUDIT

ORDERED by the Court that the account of the Auditor is finally ratified and confirmed, and Robert J. Schultze, Assignee, is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

NISI RATIFICATION OF AUDIT

ROBERT J. SCHULTZE
ASSIGNEE FOR PURPOSES OF
FORECLOSURE

vs.

PHILIP L. LINGENFELTER

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

Cause No. 5867

ORDERED, this 7th day of January, 1977, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 25th day of January, 1977, unless cause to the contrary thereof be previously shown; provided notice is given in manner provided by Maryland Rule 595 g to persons entitled thereto.

Charles H. Acie Clerk

Filed Jan. 7, 1977

CHARLES R. THOMAS Route 1, Box 109 Centreville, Maryland, Plaintiff	:	IN THE
vs.	:	CIRCUIT COURT
GERALD H. HIGGINS 1419 N. Potomac Street Baltimore, Maryland	:	FOR QUEEN ANNE'S COUNTY, MARYLAND
and	:	IN EQUITY
ALL UNKNOWN PERSONS, ASSOCIATIONS OR CORPORATIONS CLAIMING ANY RIGHT, TITLE OR INTEREST IN SEVEN ACRES OF LAND, MORE OR LESS, IN THE SIXTH ELECTION DISTRICT OF QUEEN ANNE'S COUNTY, MARYLAND, AND LYING ON THE WEST SIDE OF THE PUBLIC ROAD LEADING FROM HOPE TO RUTHSBURG AND ASSESSED TO AND POSSESSED BY CHARLES R. THOMAS, Defendants	:	CHANCERY NO. 5866

BILL OF COMPLAINT TO QUIET TITLE

Charles R. Thomas, Plaintiff, by James C. Hubbard and Nier, Jarrell & Hubbard, his attorneys, respectfully represents:

1. That Plaintiff purchased the hereinafter described property at a Public Tax Sale on May 18, 1943.

2. That the said sale was duly reported to the Circuit Court for Queen Anne's County, Maryland, in Equity, on May 31, 1943, and ratified and confirmed by said Court on May 23, 1944, all of which will appear by reference to the proceedings of tax sales entitled "In the Matter of Tax Sales in Queen Anne's County, Maryland, for the year 1942" and being Chancery No. 3366.

3. That the said proceeding is recorded among the Land Records of Queen Anne's County, Maryland, in Tax Sales Record Book B.H.T. No. 1, folio 341.

4. That the Plaintiff obtained a tax sale deed from the present and former Treasurers of Queen Anne's County on June 20, 1955, which was recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 22, folio 367, on June 24, 1955.

NIER, JARRELL & HUBBARD
ATTORNEYS AT LAW
DENTON, MARYLAND
21629
TELEPHONE 479-2112

5. That the Plaintiff has lived on and actually possessed the said real estate since the tax sale in 1943 and even prior to that time.

6. That the Plaintiff has been the record owner of the property since the 1955 tax sale deed was recorded on June 24, 1955.

7. That the property is described in the 1955 tax sale deed as follows:

> ALL that tract, part of the tract, lot or parcel of land situate, lying and being in the 6th Election District of Queen Anne's County, State of Maryland, and lying on the west side of the public road leading from Hope to Ruthsburg, and bounded as follows: on the north by the land of William H. and Naomi E. Dean, on the west by the land of Frank Beaver, on the south by the land of E. O. Saunders, and on the east by the aforesaid public road leading from Hope to Ruthsburg, and containing 7 acres of land, more or less.

8. That the Plaintiff entered into a Contract of Sale, dated June 30, 1976, to sell the said real estate to the Defendant but the Defendant has alleged that Plaintiff does not have a good and merchantable fee simple title because there is no deed of record prior to the aforementioned tax sale deed.

9. That the Plaintiff admits that there is no recorded deed to his father, C. Edward Thomas, whose property was sold at the said tax sale.

10. That the Plaintiff has paid the real estate taxes on the property since he purchased it at tax sale in 1943.

11. That the Plaintiff has been in actual peaceable possession of said property under color of title since 1943 and he recorded a tax sale deed in 1955; thus, he has adversely possessed the property for the statutory period of 20 years and he is entitled to bring this action to quiet his title under § 14-108 of the Real Property Article of the Maryland Annotated Code (1974).

WHEREFORE, Plaintiff requests this Honorable Court to pass its Decree quieting title to the said property in Plaintiff by virtue of his adverse possession for the statutory period.

James C. Hubbard

James C. Hubbard
Nier, Jarrell & Hubbard
Peoples Bank Building
Denton, Maryland 21629
479-2112

NIER, JARRELL
& HUBBARD
ATTORNEYS AT LAW
DENTON, MARYLAND
21629

TELEPHONE 479-2112

LIBER 8 PAGE 478

CHARLES R. THOMAS Route 1, Box 109 Centreville, Maryland, Plaintiff	:	IN THE
vs.	:	CIRCUIT COURT
GERALD H. HIGGINS 1419 N. Potomac Street Baltimore, Maryland	:	FOR QUEEN ANNE'S COUNTY, MARYLAND
and	:	IN EQUITY
ALL UNKNOWN PERSONS, ASSOCIATIONS OR CORPORATIONS CLAIMING ANY RIGHT, TITLE OR INTEREST IN SEVEN ACRES OF LAND, MORE OR LESS, IN THE SIXTH ELECTION DISTRICT OF QUEEN ANNE'S COUNTY, MARYLAND, AND LYING ON THE WEST SIDE OF THE PUBLIC ROAD LEADING FROM HOPE TO RUTHSBURG AND ASSESSED TO AND POSSESSED BY CHARLES R. THOMAS, Defendants	:	CHANCERY NO. 5866

DECREE

Upon consideration of the Bill of Complaint to Quiet Title filed pursuant to §14-108 of the Real Property Article and the evidence offered in support thereof at thetrial held on February 1, 1977,

IT IS HEREBY ORDERED AND DECREED, by the Circuit Court for Queen Anne's County, on this 7th day of February, 1977, that Plaintiff, Charles R. Thomas, has a free, clear and merchantable fee simple title to the subject property by virtue of his adverse possession thereof for longer than the statutory period of 20 years; and, further, that Defendant, Gerald H. Higgins, is ordered to comply with the Contract of Sale entered into between the parties on June 30, 1976, and accept the title of Charles R. Thomas.

B. Hackett Turner Jr.

JUDGE

FILED
FEB 7 1977

NIER, JARRELL
& HUBBARD
ATTORNEYS AT LAW
DENTON, MARYLAND
21629

TELEPHONE 479-2112

CHARLES R. THOMAS
Plaintiff

vs.

GERALD H. HIGGINS, et al.
Defendants

In the Circuit Court for Queen Anne's County

No. 5866 Chy.

Judgment

Int. from

Costs

Credits

Recorded in Liber _____ folio _____

Mr. Charles W. Cecil

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

You will please record the Bill of Complaint and Decree in the Judgment In Extenso record books for Queen Anne's County.

FILED
FEB 9 1977

James C. Hubbard
Attorney for Plaintiff

LIBER 8 PAGE 480

UNITED STATES DISTRICT COURT

FOR THE

DISTRICT OF MARYLAND

UNITED STATES OF AMERICA, Plaintiff	CHY. NO. 5978
v.	CIVIL NO. W76-689
RONNIE JOHNS, Route 1, Box 255 I, Queenstown, Maryland 21658 CYNTHIA JOHNS, Route 1, Box 255 I, Queenstown, Maryland 21658, Defendants	Rec'd 5-10-76

APR 25-77 * 29917 ****115.00
APR 25-77 A 529917 *****75.00
APR 25-77 A 529916 *****40.00

PETITION TO FORECLOSE

Your petitioner, United States of America, acting on behalf of the Farmers Home Administration, an agency of the United States of America, by Jervis S. Finney, United States Attorney for the District of Maryland, respectfully represents:

1. The Farmers Home Administration is now, and has been at all times herein mentioned, an agency of the United States of America, having an office for the transaction of business at Coleman Enterprise Building, P. O. Box 214, Route 213, Chestertown, Maryland 21620.

2. On or about September 22, 1972, the defendants, Ronnie Johns and Cynthia Johns, his wife, being indebted to the United States by virtue of a loan made to said defendants in the sum of $17,200.00 duly made, executed, and delivered to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, their Promissory Note wherein the said defendants covenanted

and agreed to repay said loan as and under the conditions, therein provided on or before September 22, 2005. A true and complete copy of said Note is attached hereto as Exhibit A and is incorporated by reference herein as fully as if set forth at length herein.

3. To secure the payment of the aforesaid Note, the said defendants, on September 22, 1972, executed and delivered to the United States their indenture of mortgage, conveying to the United States the premises described therein as security for said debt; the said Mortgage was duly recorded in the Queen Anne's County Clerk's Office, Liber CWC, No. 67, Page 314. A true and complete copy of said Mortgage is attached hereto as Exhibit B and is incorporated by reference herein as fully as if set forth at length herein.

4. On or about April 27, 1973, the defendants, Ronnie Johns and Cynthia Johns, his wife, being indebted to the United States by virtue of a loan made to said defendants in the sum of $520.00 duly made, executed, and delivered to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, their Promissory Note wherein the said defendants covenanted and agreed to repay said loan as and under the conditions, therein provided on or before April 27, 1983. A true and complete copy of said Note is attached hereto as Exhibit C and is incorporated by reference herein as fully as if set forth at length herein.

5. The United States is now the owner and holder of said Promissory Notes and Mortgage; the said defendants, Ronnie Johns and Cynthia Johns, his wife, defaulted in the payment of said Notes by not making payments as required; as

provided in said Notes, and following such default, the United States elected to declare that by reason of said default, the entire balance of said Notes remaining unpaid is due and payable forthwith; the defendants and each of them have failed to pay the same; and there is now past due upon said Notes the sum of $18,912.69, plus interest on that amount on and after March 1, 1976, which has accrued and is accruing at the daily rate of $1.0883. A true and complete copy of the Statement of Account relative to the subject debt is attached hereto as Exhibit D and incorporated by reference herein as fully as if set forth at length herein.

6. By reason of the default of said defendants, the United States is entitled to an Order of this Court foreclosing said Mortgage and ordering the sale of the premises described in said Mortgage in the manner provided by law and ordering the application of the proceeds of such sale in payment of the judgment of the United States against the defendants, Ronnie Johns and Cynthia Johns, his wife.

7. In order to protect the interests of the United States in the assets during the pendency of these proceedings, it is requested by your petitioner that the United States Marshal for the District of Maryland be appointed Trustee without bond for that purpose.

WHEREFORE, the United States demands judgment and order of this Court:

(a) For the amount due to the Plaintiff on its Promissory Note dated April 27, 1973, which is unsecured;

(b) For the amount adjudged to be due to the Plaintiff with interest thereon at the time of such payment, together with costs and expenses;

(c) For the aggregate amount of the aforementioned sums and for such other amounts as the Court may find to be due from said defendants in the premises;

(d) Foreclosing the Mortgage described herein; ordering the premises described herein to be sold in the manner provided by law; and ordering that the proceeds be applied to the costs and expenses of sale, next in satisfaction of the Plaintiff's judgment against said defendants, and that the surplus, if any, be deposited in the account of the United States Marshal, subject to further order of the Court;

(e) For the appointment of the United States Marshal for the District of Maryland as Trustee to serve without bond;

(f) For such other and further relief as the Court may deem proper in the premises.

UNITED STATES OF AMERICA

JERVIS S. FINNEY
UNITED STATES ATTORNEY
DISTRICT OF MARYLAND

By _____
Robert A. Rohrbaugh
Assistant United States Attorney
111 North Calvert Street
Baltimore, Maryland 21202
COM: 301-539-2940
FTS: 922-4822

LIBER 8 PAGE 484

100% INSURED

Form FHA 440-16
(Rev. 4-21-72)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

KIND OF LOAN:
☐ FO ☒ RH
☒ NONFARM
☐ 504
☐ FO-NFE ☐ RRH
☐ SW(Ind.) ☐ LH
☐ RL

PROMISSORY NOTE
(INSURED LOAN)

STATE	MARYLAND
COUNTY	QUEEN ANNE'S
CASE NO.	24-18-060,001

FINANCE OFFICE USE ONLY			
F	LN	LC	IA
46	07		

Date September 22nd, 19 72

FOR VALUE RECEIVED, the undersigned (whether one or more persons, herein called "Borrower") jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, (herein called the "Government") at its office in CHESTERTOWN, MARYLAND 21620, **THE PRINCIPAL SUM OF** SEVENTEEN THOUSAND TWO HUNDRED **DOLLARS** ($ 17,200.00), plus **INTEREST** on the **UNPAID PRINCIPAL** of SEVEN AND ONE QUARTER **PERCENT** (7¼ %) **PER ANNUM.** The said **PRINCIPAL** and **INTEREST** shall be **PAYABLE** in the **FOLLOWING** 34 **INSTALLMENTS** on or before the **FOLLOWING DATES:** *(No. of Installments)*

$ 451.00 **JANUARY** 1, 19 73, $ 1,385.00 **ANNUALLY** thereafter on **JANUARY** 1, until the **PRINCIPAL** and **INTEREST** are fully paid except that the **FINAL INSTALLMENT** of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and **PAYABLE** THIRTY-THREE (33) **YEARS** from the **DATE** of this **NOTE.** The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

Every payment made on any indebtedness evidenced by this note shall be applied first to interest computed to the effective date of the payment and then to principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied to the installments last to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled herein.

Borrower agrees that the Government at any time may assign this note and insure the payment thereof, and in such case, though the note is not held by the Government, Borrower shall continue to pay to the Government, as collection agent for the holder, all installments of principal and interest as scheduled herein.

EXHIBIT "A"

While this note is held by an insured lender, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an annual installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

Borrower hereby certifies that he is unable to obtain sufficient credit elsewhere to finance his actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near his community for loans for similar purposes and periods of time.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced hereby shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower (a) will personally operate such property as a farm with his own and his family's labor if this is an FO loan, or (b) will personally occupy and use such property if this is an RH loan on a "nonfarm tract" or a section 504 RH loan.

REFINANCING AGREEMENT: If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. This paragraph and the preceding paragraph shall not apply to any comaker signing this note pursuant to Section 502 of the Housing Act of 1949 to compensate for deficient repayment ability of other undersigned person(s).

DEFAULT: hereunder shall constitute default under any other instrument evidencing a debt of Borrower owing to or insured by the Government or securing or otherwise relating to such a debt; and default under any such other instrument shall constitute default hereunder. **UPON ANY SUCH DEFAULT,** the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farmers Home Administration Act of 1961 if the box opposite "FO", "FO-NFE", "RL", or "SW(Ind.)", is checked under the heading "KIND OF LOAN" or pursuant to Title V of the Housing Act of 1949 if the box opposite "RH", "RRH", or "LH", is checked. This note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions hereof.

Presentment, protest, and notice are hereby waived.

Ronnie Johns (SEAL)
Ronnie Johns (BORROWER)

Cynthia Johns (SEAL)
Cynthia Johns (SPOUSE)

Scottown
Ivy Hills, Maryland 21679
(Post-office address of Borrower, include ZIP Code)

Pay to the order of _____

UNITED STATES OF AMERICA
FARMERS HOME ADMINISTRATION

By: _____

_____
(Title)

*U.S.Government Printing Office: 1972 — 751-546

LIBER 8 PAGE 486

LIBER 67 PAGE 314

No. 70051
Re. 47549 Received for record: September 22, 1972 11:00 A.M.
Position 5

NOV 24 1972

USDA-FHA
Form FHA 427-1 MD
(Rev. 7-23-71)

REAL ESTATE MORTGAGE FOR MARYLAND
(INSURED LOANS TO INDIVIDUALS)

KNOW ALL MEN BY THESE PRESENTS, Dated September 22, 1972

WHEREAS, the undersigned RONNIE JOHNS and CYNTHIA JOHNS, his wife

residing in Queen Anne's County, Maryland, whose post office address is Wye Mills, Maryland 21679, herein called "Borrower," are (is) justly indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
September 22, 1972	$ 17,200.00	7¼%	September 22, 2005

WHEREAS, the note evidences a loan to Borrower in the principal amount specified therein, made with the purpose and intention that the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farmers Home Administration Act of 1961, or Title V of the Housing Act of 1949; and

WHEREAS, when payment of the note is insured by the Government, it may be assigned from time to time and each holder of the insured note, in turn will be the insured lender; and

WHEREAS, when payment of the note is insured by the Government, the Government will execute and deliver to the insured lender along with the note an insurance endorsement insuring the payment of all amounts payable to the insured lender in connection with the loan; and

WHEREAS, when payment of the note is insured by the Government, the Government by agreement with the insured lender set forth in the insurance endorsement may be entitled to a specified portion of the payments on the note, to be designated the "annual charge"; and

WHEREAS, a condition of the insurance of payment of the note will be that the holder will forego his rights and remedies against Borrower and any others in connection with the loan evidenced thereby, as well as any benefit of this instrument, and will accept the benefits of such insurance in lieu thereof, and upon the Government's request will assign the note to the Government; and

WHEREAS, it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured lender, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance endorsement by reason of any default by Borrower;

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured lender, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, convey, mortgage, assign, and forever warrant unto the Government the following property situated in the State of Maryland, County(ies) of

QUEEN ANNE'S

EXHIBIT B

ALL that lot or p el of land situate, lying and (ng near Wye Mills in the Fifth Election District of Queen Anne's County, State of Maryland, set forth and shown on a Plat entitled, "Rhyane's Scottown Development Near Wye Mills, Queen Anne's County, Maryland", by Shew and Bartlett, Registered Engineers, dated July 30, 1971, and recorded in Liber C. W. C. No. 65, folio 156 (as Document 69277), a land record book for the County and State aforesaid; said lot being known and designated as Lot No. 17, Block C, of Rhyan's Scottown Development

BEING the same lot or parcel of land which was granted and conveyed unto the said Ronnie Johns and Cynthia Johns, his wife, the Mortgagors herein, by S. E. W. Friel, Jr., James R. Friel and James R. Friel, Jr., Co-partners, trading as Friel Lumber Company, by deed of conveyance bearing even date herewith and recorded, or intended to be recorded, immediately preceding these presents, among the land records of the County and State aforesaid.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothers washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance or condemnation of any part thereof or interest therein-all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for himself, his heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservation, or conveyances spedified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured lender, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) At all times when the note is held by an insured lender, any amount due and unpaid under the terms of the note, less the amount of any annual charge, may be paid by the Government to the holder of the note as provided in the insurance endorsement for the account of Borrower. Any amount due and unpaid under the terms of the note, whether it is held by the Government or by an insured lender, may be credited by the Government on the note and thereupon shall constitute an advance by the Government for the account of Borrower. Any advance by the Government as described in this paragraph shall bear interest at the note rate from the date on which the amount of the advance was due to the date of payment to the Government.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due, and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Such advances, with interest, shall be repaid from the first available collection received from Borrower. Otherwise, any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured lender shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other, insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetant, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) As against the debt evidenced by the note and indebtedness to the Government hereby secured, with respect to the property, Borrower (a) hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, curtesy, homestead, valuation, appraisal, and exemption, to which Borrower is or becomes entitled under the laws and constitution of the jurisdiction where the property lies, and (b) hereby agrees that any right provided by such laws or constitution for redemption or possession following foreclosure sale shall not apply, and that no right of redemption or possession shall exist after foreclosure sale.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (a) neither he nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for its sale or rental, or will otherwise make unavailable or deny said property, to anyone because of race, color, religion or national origin and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on said property relating to race, color, religion or national origin.

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at [redacted] and in the case of Borrower to him at his post office address stated above. NEWARK, DELAWARE 19711 RS C.J

(23) Upon default by Borrower as aforesaid, in addition to any other remedies provided by law, Borrower hereby assents to the passage of a decree for the sale of the property and Borrower hereby also authorizes the Government, its successors or assigns, after any default in the covenants or conditions of this instrument, to sell the property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto.

PROVIDED that if all the indebtedness hereby secured is duly paid and each and every covenant, condition, agreement, and obligation, contingent or otherwise, contained herein, secured hereby or arising hereunder is fully performed and discharged, this mortgage shall be void; otherwise to remain in full force and effect.

Witness the hand(s) and seal(s) of Borrower the day and year first above written.

TEST: (as to Mortgagor(s)) AUG 22 AM 9 20

Virginia S. White (Witness)

Ronnie Johns (SEAL)
Ronnie Johns

Cynthia Johns (SEAL)
Cynthia Johns

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S, TO WIT:

ACKNOWLEDGMENT AND AFFIDAVIT

I hereby certify that on this 22nd day of September, 19 72, before me, a Notary Public of the State of Maryland, in and for the said County, personally appeared RONNIE JOHNS and CYNTHIA JOHNS, his wife, mortgagor(s), and acknowledged the aforegoing mortgage to be their act. At the same time also appeared JOSEPH F. YANUSH, JR., agent of the mortgagee, and made oath that the consideration set forth in said mortgage is true and bona fide as therein set forth, and that the amount of the aforesaid loan has been paid over and disbursed to said mortgagor(s) at or before the time of execution of this mortgage, and also made oath that he is the agent of the mortgagee and authorized to make this affidavit.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL)

Virginia S. White, Notary Public.

My commission expires the 1st day of July, 19 74.

Queen Anne's County

70051

STATE OF MARYLAND,
QUEEN ANNE'S COUNTY, SCT.
I HEREBY CERTIFY THAT
THIS instrument WAS
RECEIVED FOR RECORD THIS 22 nd
DAY OF Aug 19 72 AT 11:00 A.M.
RE 45549 AND RECORDED IN
LIBER CLR No. 314 Land
RECORD BOOK FOR QUEEN ANNE'S
COUNTY
Carolee Cecil CLERK.

CL RK	13.00
STAMPS	
TOTAL	13.00

100% INSURED

Form FHA 440-16
(Rev. 4-21-72)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

KIND OF LOAN:
- ☐ FO
- ☒ RH
- ☒ NONFARM
- ☐ 504
- ☐ FO-NFE
- ☐ RRH
- ☐ SW(Ind.)
- ☐ LH
- ☐ RL

PROMISSORY NOTE
(INSURED LOAN)

STATE	Maryland
COUNTY	Queen Anne's
CASE NO.	24-18-060,001

FINANCE OFFICE USE ONLY			
F	LN	LC	IA
46	02		

Date April 27, 19 73

FOR VALUE RECEIVED, the undersigned (whether one or more persons, herein called "Borrower") jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, (herein called the "Government") at its office in Chestertown, Maryland 21620, THE PRINCIPAL SUM OF ***FIVE HUNDRED, TWENTY AND NO/000--- DOLLARS ($ 520.00), plus INTEREST on the UNPAID PRINCIPAL of SEVEN AND ONE QUARTER PERCENT (7¼ %) PER ANNUM. The said PRINCIPAL and INTEREST shall be PAYABLE in the FOLLOWING 11 (No. of Installments) INSTALLMENTS on or before the FOLLOWING DATES:

$ 29.00 JANUARY 1, 19 74, $ 75.00 ANNUALLY thereafter on JANUARY 1, until the PRINCIPAL and INTEREST are fully paid except that the FINAL INSTALLMENT of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and PAYABLE TEN (10) YEARS from the DATE of this NOTE. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

Every payment made on any indebtedness evidenced by this note shall be applied first to interest computed to the effective date of the payment and then to principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied to the installments last to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled herein.

Borrower agrees that the Government at any time may assign this note and insure the payment thereof, and in such case, though the note is not held by the Government, Borrower shall continue to pay to the Government, as collection agent for the holder, all installments of principal and interest as scheduled herein.

EXHIBIT C

While this note is held by an insured lender, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an annual installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

Borrower hereby certifies that he is unable to obtain sufficient credit elsewhere to finance his actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near his community for loans for similar purposes and periods of time.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced hereby shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower (a) will personally operate such property as a farm with his own and his family's labor if this is an FO loan, or (b) will personally occupy and use such property if this is an RH loan on a "nonfarm tract" or a section 504 RH loan.

REFINANCING AGREEMENT: If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. This paragraph and the preceding paragraph shall not apply to any comaker signing this note pursuant to Section 502 of the Housing Act of 1949 to compensate for deficient repayment ability of other undersigned person(s).

DEFAULT: bereunder shall constitute default under any other instrument evidencing a debt of Borrower owing to or insured by the Government or securing or otherwise relating to such a debt; and default under any such other instrument shall constitute default hereunder. **UPON ANY SUCH DEFAULT,** the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farmers Home Administration Act of 1961 if the box opposite "FO", "FO-NFE", "RL", or "SW(Ind.)", is checked under the heading "KIND OF LOAN" or pursuant to Title V of the Housing Act of 1949 if the box opposite "RH", "RRH", or "LH", is checked. This note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions hereof.

Presentment, protest, and notice are hereby waived.

Scottown
Queenstown, Md. 21658

(Post-office address of Borrower, include ZIP Code)

Ronnie Johns (SEAL)
Ronnie Johns (BORROWER)

Cynthia Johns (SEAL)
Cynthia Johns (SPOUSE)

Pay to the order of _____

UNITED STATES OF AMERICA
FARMERS HOME ADMINISTRATION

By: _____

_____
(Title)

*U.S.Government Printing Office: 1972 — 751-544

Form FHA 451-11
(Rev. 10-12-70)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION
FINANCE OFFICE
ST. LOUIS, MISSOURI 63103

STATEMENT OF ACCOUNT

TO: D. Charles Valeing, Regional Attorney
Office of the General Counsel, USDA
Harrisburg, PA 17108

CASE NO. 24-18-0060001

This is to certify that Replying to telephone call February 25, 1976

NAME(S) Ronnie Johns AND

ADDRESS (Include ZIP Code) Queens Anne County, MD OF

is (are) indebted to the United States of America as reflected by the following statement of account:

TRANSACTIONS HAVE BEEN RECORDED THROUGH — CHARGES: 09-02-75 — CREDITS: 04-30-75

INTEREST HAS BEEN ACCRUED THROUGH: March 1, 1976

(Check appropriate block) ☐ STATUS BY LOAN TYPE ☒ ADVANCES IN DETAIL ☐ DETAIL STATUS OF INDIVIDUAL ACCOUNTS

DATE	LOAN CODE: KIND	LOAN CODE: FUND	LOAN CODE: INT. RATE	LOAN CODE: LOAN NUMBER	LOAN ADVANCES AND OTHER CHARGES	PAYMENTS AND CREDITS: INTEREST	PAYMENTS AND CREDITS: PRINCIPAL	UNPAID BALANCES: INTEREST	UNPAID BALANCES: PRINCIPAL	DAILY INTEREST ACCRUAL
						NOTE ACCOUNT				
09-22-72		46	2.000	01	17000.00					
Total		46	2.000	01	17000.00	2651.75	298.99	282.49	16901.01	.9261
						ADVANCES IN CONTROVERSY				
01-01-74		46	2.000	01	146.19	Default Charge				
04-10-74					320.04	Tax				
01-01-75					610.56	Default Charge				
03-24-75					266.19	Tax				
03-27-75					03.00	Insurance				
09-02-75					256.02	Tax				
Total		46	2.000	01	1671.70	7.30	422.71	21.62	1172.99	.0643
						NOTE ACCOUNT				
04-27-73		46	7.250	02	500.00					
Total		46	7.250	02	500.00	62.00	62.00	40.31	478.00	.0949

Continued

Form FHA 451-11
(Rev. 10-12-70)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION
FINANCE OFFICE
ST. LOUIS, MISSOURI 63103

STATEMENT OF ACCOUNT

TO: D. Charles Valeing, Regional Attorney
Office of the General Counsel, USDA
Harrisburg, PA 17108

CASE NO. 24-18-0060001

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(Check appropriate block) ☐ STATUS BY LOAN TYPE ☒ ADVANCES IN DETAIL ☐ DETAIL STATUS OF INDIVIDUAL ACCOUNTS

DATE	LOAN CODE: KIND	LOAN CODE: FUND	LOAN CODE: INT. RATE	LOAN CODE: LOAN NUMBER	LOAN ADVANCES AND OTHER CHARGES	PAYMENTS AND CREDITS: INTEREST	PAYMENTS AND CREDITS: PRINCIPAL	UNPAID BALANCES: INTEREST	UNPAID BALANCES: PRINCIPAL	DAILY INTEREST ACCRUAL
						ADVANCES IN CONTROVERSY				
01-01-75		46	7.250	02	15.00	Default Charge				
Total		46	7.250	02	15.00	-0-	-0-	1.27	15.00	.0028

TOTAL					10493.70	2991.05	899.70	345.00	10967.00	1.0000

Katherine D. Schreder
(Signature of approving official)

DATE OF CERTIFICATION
MAR 2 - 1976

EXHIBIT D

Audit Clerk
(Title)

☆U. S. GPO:1975-0-665-603/1837

Position 2

FHA 451-11 (Rev. 10-12-70)

Form FmHA 340-48 B
Rev. 10-15-75

AUTHENTICATION

State of Missouri)
City of St. Louis)

I, Henry J. Golembieski, Acting Head, Field Liaison Section, Finance Office, Farmers Home Administration, United States Department of Agriculture, with offices in St. Louis, Missouri, do hereby certify that I am an officer having legal custody of the files and records of the Finance Office, Farmers Home Administration, United States Department of Agriculture, and that the above statement of account is a true and correct copy of the account of RONNIE JOHNS, with the Farmers Home Administration, according to the records maintained and kept in this office.

Date MAR 2 - 1976

Henry J. Golembieski
Acting Head, Field Liaison Section
Farmers Home Administration
U. S. Department of Agriculture

Sworn to and Subscribed before me
this date MAR 2 1976

Marianne Trower
Notary Public

My commission expires: SEP 2 5 1978

LIBER 8 PAGE 493

STATE OF MARYLAND }
CITY OF BALTIMORE } TO WIT:

I HEREBY CERTIFY that on this 10th day of May 1976, before me, the subscriber, a Notary Public of the State of Maryland, and City of Baltimore, personally appeared, Robert A. Rohrbaugh, Assistant United States Attorney for the District of Maryland, and made oath in due form of law that the matters and facts contained in the foregoing Petition to Foreclose are true to the best of his knowledge, information, and belief.

AS WITNESS my hand and Notarial seal.

Julie Grey
NOTARY PUBLIC
Julie Grey

My commission expires 7-1-78.

UNITED STATES DISTRICT COURT

FOR THE

DISTRICT OF MARYLAND

UNITED STATES OF AMERICA, Plaintiff	)	
v.	)	CIVIL NO. W76-689
RONNIE JOHNS, Route 1, Box 255 I, Queenstown, Maryland 21658 CYNTHIA JOHNS, Route 1, Box 255 I, Queenstown, Maryland 21658, Defendants	)	

ORDER

Upon consideration of the Petition of the United States of America, acting on behalf of the Farmers Home Administration, an agency of the United States of America, by Jervis S. Finney, United States Attorney for the District of Maryland, seeking sale of certain real property described in the Real Estate Mortgage referred to in said Petition, it is this 10th day of May, 1976,

ORDERED:

1. The United States Marshal for the District of Maryland is hereby appointed Trustee without bond.

2. The said Trustee is hereby directed to sell on behalf of the Farmers Home Administration, its successors or assigns, or its duly authorized attorney, the property set forth in said Mortgage in accordance with the terms and powers conferred upon him therein, after having first notified all interested parties by publishing said notification

once a week for at least four (4) weeks prior to the date of the sale in a newspaper of general circulation in the county in which the property lies.

3. The terms of said sale shall be all cash; a deposit of fifteen percent (15%) of the purchase price shall be required at the time of sale, the balance to be paid within ten (10) days after final ratification of said sale by this Court. In the event of default by the purchaser, the property shall be resold at the risk and cost of the defaulting purchaser. All conveyancing, recording, revenue stamps, and other expenses of sale shall be at the cost of the purchaser.

4. After said Trustee has complied with the order of this Court, such sale shall be reported back to this Court for approval and ratification.

5. The proceeds of such sale shall be deposited into the account of the United States Marshal to be distributed as the Court shall direct after review and accounting thereof.

/s/ CLARENCE E. GOETZ

U. S. Magistrate
United States District Court

I hereby attest and certify on [illegible] that the foregoing document is a true and correct copy of the original on file in this office and in my legal custody.

PAUL R. [illegible]
CLERK, U.S. DISTRICT COURT
DISTRICT OF MARYLAND

By [illegible] Deputy

USA-35-47
Ed. 11/2/66
RAR:mr

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

UNITED STATES OF AMERICA
Plaintiff

v.

RONNIE JOHNS, Route 1, Box 255 I,
Queenstown, Maryland 21658
CYNTHIA JOHNS, Route 1, Box 255 I,
Queenstown, Maryland 21658

CIVIL NO. W-76-689

* * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

This Report of Sale by John W. Spurrier, United States Marshal for the District of Maryland, Trustee in the above-entitled matter, by Jervis S. Finney, United States Attorney for the District of Maryland, and Robert A. Rohrbaugh, Assistant United States Attorney for said District, respectfully represents:

1. That Ronnie Johns and Cynthia Johns Having defaulted in their payments on their promissory note to the United States (Farmers Home Administration), notice of sale of certain real property described in the real estate mortgage referred to in the Petition to Foreclose heretofore filed by the United States was duly given by publication in Queen Anne's Record Observer, a newspaper published in Centreville, Maryland.

2. That pursuant to the Order of this Honorable Court dated May 10, 1976, authorizing the Trustee to sell the aforesaid property of Ronnie Johns and Cynthia Johns, a public sale was held on September 28, 1976, on the premises known as Route 1, Box 255 I, Queenstown, Maryland, 21658, said property being covered by the real estate mortgage heretofore filed in this proceeding.

USA-35-47
Ed. 11/2/66
(Page 2)
RAR:mr

3. That JOHN W. SPURRIER, United States Marshal, Trustee, conducted the public sale.

4. That the said property was sold to the Farmers Home Administration, an agency of the United States of America, for the sum of $ 19,193.00, said purchaser being the highest bidder therefor.

Jervis S. Finney
JERVIS S. FINNEY
United States Attorney

R. A. Rohrbaugh
ROBERT A. ROHRBAUGH
Assistant United States Attorney
111 N. Calvert Street, Rm. 431
Baltimore, MD 21202
Phone: 301/539-2940

STATE OF MARYLAND)
) SS:
CITY of BALTIMORE)

I HEREBY CERTIFY that on this 5th day of October, 19 76, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared John W. Spurrier, United States Marshal for the District of Maryland, Trustee, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Melanie J. Roach
Notary Public
Melanie J. Roach

My Commission Expires: 7-1-78.

MELANIE J. ROACH NOTARY PUBLIC BALTIMORE CITY, MD.

USA-35-48
Ed. 11/2/66

RAR:mr

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

UNITED STATES OF AMERICA Plaintiff	*	CIVIL NO. W-76-689
	*	
v.	*	
RONNIE JOHNS, Route 1, Box 255 I, Queenstown, Maryland, 21658	*	
CYNTHIA JOHNS, Route 1, Box 255 I, Queenstown, Maryland, 21658	*	
	*	
	*	

* * * * * *

ORDER NISI

ORDERED this 5th day of October, 19 76, by the United States District Court for the District of Maryland, that the sale of the real property described in the above-entitled proceedings, made and reported by John W. Spurrier, United States Marshal for the District of Maryland, Trustee, to the Farmers Home Administration, an agency of the United States of America, for the sum of $ 19,193.00, said purchaser being the highest bidder therefor, be ratified and confirmed unless cause to the contrary be shown on or before the 10th day of December 19 76, provided that a copy of this Order be inserted in some newspaper published in (Queen Anne's/ Centreville Record Observer), Maryland, once a week for three successive weeks preceding November 9, 19 76.

/s/ R. DORSEY WATKINS
Judge
United States District Court

I hereby attest and certify on 5 Oct 1976 that the foregoing document is a full, true and correct copy of the original on file in my office and in my legal custody.

PAUL R. [illegible]
CLERK, U.S. DISTRICT COURT
DISTRICT OF MARYLAND

By [illegible] Deputy

USA-35-49
Ed. 11/2/66
RAR:mr

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

UNITED STATES OF AMERICA
Plaintiff

v.

RONNIE JOHNS, Route 1, Box 255 I,
Queenstown, Maryland, 21658
CYNTHIA JOHNS, Route 1, Box 255 I,
Queenstown, Maryland, 21658

CIVIL NO. W-76-689

* * * * * *

ORDER

Compliance having been had with the Order of this Court dated October 5, 19 76, requiring publication of sale made by John W. Spurrier, United States Marshal for the District of Maryland, Trustee, on September 28, 19 76, as evidenced by Certification of Publication heretofore filed, and no cause to the contrary having been shown,

IT IS ORDERED this 27th day of January, 1977, by the United States District Court for the District of Maryland, that the sale heretofore reported in these proceedings to the Farmers Home Administration, an agency of the United States of America, its successors and assigns, at and for the sum of $ 19,193.00, be and the same is hereby ratified and confirmed.

/s/ R. DORSEY WATKINS
Judge
United States District Court

I hereby [illegible] that the [illegible] copy of [illegible] true and correct [illegible] office and in my legal custody.

CLERK
DISTRICT OF MARYLAND

By [illegible] Deputy

Entered January 1977

RAR:mr

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

UNITED STATES OF AMERICA,

Plaintiff

V.

RONNIE JOHNS, Route 1, Box 255 I,
Queenstown, MD 21658
CYNTHIA JOHNS, Route 1, Box 255 I,
Queenstown, MD 21658

CIVIL NO. W-76-389

REPORT AND FINAL ACCOUNT OF TRUSTEE

Your Trustee, John W. Spurrier, United States Marshal for the District of Maryland, respectfully represents unto this Honorable Court:

1. That on January 27, 1977, this Honorable Court passed an Order ratifying and confirming the sale made by the Trustee on September 28, 1976, to the Farmers Home Administration, an agency of the United States of America, at and for the sum of $19,193.00.

2. That as of March 1, 1976, there was due and owing to the Farmers Home Administration of the United States Department of Agriculture, as mortgagee the sum of $18,912.69, together with total interest due at the daily rate of $1.0883 on said principal balance from March 2, 1976, until paid.

3. That no other claims have been filed by creditors in this proceeding, although proper notice was duly given to all interested parties by publication that certain sums have been expended by the Farmers Home Administration since the institution of these foreclosure proceedings.

4. That because the property was sold to the holder of the mortgage, no funds were actually received by the Trustee. However, after expenses of this foreclosure proceeding and those of the Farmers Home Administration are deducted, the Farmers Home Administration will apply the net balance of the purchase price to the balance due under its mortgage.

5. That the Trustee incurred the following expenses for which he prays allowance and payment from the Farmers Home Administration, purchaser, in addition to amounts expended by the Farmers Home Administration which are to be deducted from the purchase price of said real property:

Income:		
Purchase Price of Real Property		$19,193.00
Expenses of the Trustee:		
Advertising:		
Sale Ad-Queen Anne's Record Observer, Centreville, Md. Sept. 1, 8, 15 & 22, 1976	$53.13	
Nisi Ad-Queen Anne's Record Observer, Centreville, Md. Oct. 13, 20, & 27, 1976	38.00	
Total Advertising Expenses due the United States Marshal by the Farmers Home Administration		91.13
NET BALANCE		$19,101.87

WHEREFORE, the Trustee prays:

(a) That this Honorable Court pass an Order approving the expenses as set forth in this account.

(b) That this Court further Order that the balance, after expenses, be credited to the mortgage account of the defendants, Ronnie & Cynthia Johns, now held by the Farmers Home Administration as hereinabove set forth.

John W. Spurrier

JOHN W. SPURRIER
United States Marshal
District of Maryland

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

I Hereby Certify that on this 31st day of January, 1977, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared JOHN W. SPURRIER, Trustee, and made oath in due form of law that the matters and facts set forth in the foregoing Report and Final Account of Trustee are true to the best of his knowledge, information and belief.

AS WITNESS MY HAND AND NOTARIAL SEAL.

MELANIE J. ROACH NOTARY PUBLIC BALTIMORE CITY, MD.

Melanie J. Roach
NOTARY PUBLIC
Melanie J. Roach
My Commission Expires: 7-1-78.

ORDER

ORDERED AS PRAYED, this 31st day of January, 1977.

/S/ R. DORSEY WATKINS
R. DORSEY WATKINS, JUDGE
UNITED STATES DISTRICT COURT

COURT
I hereby certify this 31st January 1977
that the ... and correct
copy ... and in my
legal custody.
By ... Deputy

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Assignee	*	In the Circuit Court for Queen Anne's County
vs.	*	In Equity
WILLIAM RICHARD WALBERT and MARY ELIZABETH WALBERT, his wife Queenstown, Maryland 21658	*	Chancery No. 5909

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of David C. Bryan, Assignee of the Mortgages from William Richard Walbert and Mary Elizabeth Walbert, his wife, to The Centreville National Bank of Maryland, (1) dated June 1, 1973, and recorded among the land records of Queen Anne's County, State of Maryland, in Liber C.W.C. No. 74, folio 668, and (2) dated February 28, 1974, and recorded among the land records of said Queen Anne's County in Liber C.W.C. No. 82, folio 56, in which mortgages the Mortgagee is granted the power of sale after any default in the terms of said mortgages, respectfully shows:

That default having occurred in the terms thereof by reason of the nonpayment when due of the principal and interest of the notes secured by said mortgages, the said David C. Bryan filed in this Honorable Court his order to docket suit to foreclose said mortgages, accompanied by the said mortgages, his sworn statement as to the mortgage indebtedness and his bond given to the State of Maryland, executed by himself and the Hartford Accident and Indemnity Company, a body corporate, duly authorized by its charter to become sole surety on bonds of this character, as surety in the full and just sum of Fifteen Thousand Dollars ($15,000.00), 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 three (3) successive weeks, the first such publication being not less than fifteen (15) days prior to sale, and the last such publication being not more than one (1) week prior to sale, and after having sent, not earlier than twenty (20) days and not later than five (5) days before the date of sale, by registered mail to the mortgagors, at their last known address, notice of the time, place and terms of sale, the said David C. Bryan did attend, in front of the Courthouse door, in the Town of Centreville, Queen Anne's County, Maryland, at the hour of 2:00 P.M., Eastern Standard Time, on December 28, 1976, 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 on Del Rhodes Avenue in the Town of Queenstown, Fifth Election District of Queen Anne's County, State of Maryland, and more particularly described in the abovementioned mortgages, and Advertisement of Sale unto Robert Ellsworth Collier and Theresa Jean Collier, his wife, they being then and there the highest bidders therefor, at and for the sum of Fourteen Thousand Five Hundred Dollars ($14,500.00).

The purchasers have made a cash deposit of One Thousand Seven Hundred Dollars ($1,700.00), being more than ten per cent (10%) of the purchase price as required by the Advertisement of Sale, and they have given the said David C. Bryan their confessed judgment note in the amount of Twelve Thousand Eight Hundred Dollars ($12,800.00) with interest, to secure the unpaid portion of the purchase price. The said David C. Bryan is satisfied that the purchasers will make full settlement of the purchase price in accordance with the Advertisement of Sale.

The purchasers' Affidavit, required by the Maryland Rules, Certificate of the Auctioneer, and Certificate of the Advertisement of Sale are attached hereto.

This Report states the amount of sale to be Fourteen Thousand Five Hundred Dollars ($14,500.00).

Respectfully submitted,

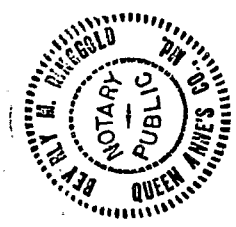
David C. Bryan

David C. Bryan

STATE OF MARYLAND)
) To Wit:
QUEEN ANNE'S COUNTY)

I HEREBY CERTIFY, that on this 11th day of January, 1977, before me, the subscriber, personally appeared David C. Bryan, Assignee in the aforementioned proceedings, and made oath in due form of law that the matters and facts set forth in the 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 December 6, 1976, and that the status of the parties mentioned in said affidavit is the same as it was on the date of the filing of said affidavit.



Beverly M. Ringgold

Notary Public

ORDER NISI ON SALE

DAVID C. BRYAN
111 Lawyers Row
Centreville, Maryland 21617
Assignee

vs.

WILLIAM RICHARD WALBERT and
MARY ELIZABETH WALBERT, his wife
Queenstown, Maryland 21658

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

Cause No. 5909

ORDERED, this 11th day of January, 19 77, that the sale of the real property, made and reported in this cause by David C. Bryan, Assignee, be ratified and confirmed, on or after the 14th day of February, 19 77, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 7th day of February, 19 77.

The report states the amount of sales to be $ 14,500.00.

Charles H. Ceil Clerk

Filed Jan. 11, 1977

ATTORNEY'S SALE
OF
VALUABLE FEE SIMPLE
REAL ESTATE
DEL RHODES AVENUE
QUEENSTOWN, MARYLAND

Under and by virtue of the power of sale contained in the mortgages from William Richard Wolbert and Mary Elizabeth Wolbert, his wife, to The Centreville National Bank of Maryland, (1) dated June 1, 1973, and recorded among the land records of Queen Anne's County, State of Maryland, in Liber C.W.C. No. 74, folio [illegible], and (2) dated February 22, 1974, and recorded among the land records of Queen Anne's County, State of Maryland, in Liber C.W.C. No. 83, folio 83; default having continued in the terms of said mortgages, the undersigned attorney, said mortgages having been assigned to him for collection, will offer at public auction in front of the Court House Door in the Town of Centreville, Queen Anne's County, State of Maryland, at the hour of 2:00 P.M., Eastern Standard Time, on

TUESDAY, DECEMBER 28, 1976

the following described real estate, to wit:

ALL that lot and parcel of the ground situate, lying and being in the town of Queenstown, in the Fifth Election District of Queen Anne's County, State of Maryland, improved by a frame shingled dwelling house, formerly occupied by one, Frank Morgan, on the left side of the public road running from the center of said town to Wye Mills, bounded on the south by said road, on the east by the property of Mrs. Willard H. Collier, Jr., on the north by the property of William E. Stevens, and on the west by the property of Henry Melvin, and wife, and contained within the following metes and bounds, courses and distances, according to survey of the same, as follows, to wit: BEGINNING for the same at a point on the side of said road which is North forty-eight degrees West, one hundred fourteen feet (N 48 degrees W, 114 ft.) distant from a stone on the edge of said road and fourteen (14) feet distant from the center of same which is where the Willard H. Collier property and the Mitchell Farm of the Hiram G. Dudley Estate corner on said road, and running from the Point of Beginning North forty-one degrees thirty minutes East, one hundred fifty-four feet (N 41 degrees 30' E, 154 ft.) to a point a corner of the Willard H. Collier and the Stevens properties; thence North fifty degrees West, sixty feet (N 50 degrees W, 60 ft.) to a point, corner for the Henry Melvin lot; thence with the Melvin lot South forty-five degrees West, one hundred fifty-one feet (S 45 degrees W, 151 ft.) to a point on the edge of said road; thence South forty-eight degrees East, sixty-eight feet (S 48 degrees E, 68 ft.) to the point of beginning, containing 0.23 acre of land, more or less.

BEING the same land granted and conveyed unto the said William Richard Wolbert and Mary Elizabeth Wolbert, his wife, by deed dated June 8, 1973, from Henry Melvin, et. ux., and recorded among the land records of Queen Anne's County in Liber C.W.C. No. 1, folio 69.

IMPROVEMENTS: Two story asbestos shingle house—2 bedrooms, panelled living room, large kitchen, central heat; plus a large new detached 2-car garage with cement floor.

TERMS OF SALE: The Purchaser(s) shall be required to pay ten per cent (10 pct.) of the purchase price in cash or by certified check on the day of sale, the balance to be paid within ten (10) days of the ratification of the sale by the Circuit Court of Queen Anne's County and to bear interest at six per cent (6 pct.) from day of sale to day of settlement, or all cash on the day of sale as the purchaser(s) may elect. Full possession will be given to the purchaser(s) upon ratification of the sale and payment of the purchase price. Taxes and all other assessments and charges will be adjusted to the date of final settlement. All transfer expenses, including deed, title examination, documentary stamps, transfer tax, and notary fees to be paid by the purchaser(s).

At the time and place of sale, the purchaser(s) will be required to make affidavit as required by Rule BR68 of the Maryland Rules of Procedure.

DAVID C. BRYAN
Assignee of Mortgage
Telephone: 758-1043

Lloyd H. Andrew, Sr.
Auctioneer

12-9-St

....January..11..... 19..77

THIS IS TO CERTIFY, That the annexed
Attorney's Sale
..... was inserted in the
QUEEN ANNE'S RECORD OBSERVER, a newspaper printed
and published in Queen Anne's County, Md., once in each of
..... successive weeks before the .....28th.. day
of ...Dec..... 19..76 The first publication
BAY PUBLISHING CORPORATION
being on December Publishers
8th and the third publication
being on December 22nd, 1976.
By Cathy C. Whitby

FILED
JAN 11 1977

LIBER 8 PAGE 508

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Assignee vs. WILLIAM RICHARD WALBERT and MARY ELIZABETH WALBERT, his wife Queenstown, Maryland 21658	* * * * * * * * * * *	In the Circuit Court for Queen Anne's County In Equity Chancery No. 5909

AFFIDAVIT OF PURCHASER

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

I HEREBY CERTIFY, that on this 28th day of December, 1976, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Theresa Jean Collier, purchaser at the foreclosure sale of this cause and being duly authorized so to do, made oath in due form of law that she purchased all that lot, parcel or tract of land with improvements, described in the Advertisement of Sale in this cause, ~~as principal or principals and not as agent for anyone,~~ as agent for Robert Ellsworth Collier and herself, as tenants by the entireties, that no others are interested in said sale as principal or principals, and that she did not directly or indirectly discourage anyone from bidding on said property.

WITNESS my hand and notarial seal.

BEVERLY M. RINGGOLD NOTARY PUBLIC QUEEN ANNE'S CO., MD.

Beverly M. Ringgold
Notary Public
My Commission Expires July 1, 1978

FILED
JAN 11 1977

CERTIFICATE OF AUCTIONEER

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

The lands of William Richard Walbert and Mary Elizabeth Walbert, his wife, on Del Rhodes Avenue, Queenstown, Maryland, deed reference C.W.C. No. 1, folio 69.

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

In front of the Court House door in the Town of Centreville, Queen Anne's County, Maryland, on December 28, 1976, beginning at the hour of 2:00 o'clock P.M. Eastern Standard Time, unto ROBERT ELLSWORTH COLLIER and THERESA JEAN COLLIER at and for the sum of FOURTEEN THOUSAND FIVE HUNDRED DOLLARS ($14,500.00)

Lloyd J. Andrew
Lloyd J. Andrew, Sr.

ORDER NISI ON SALE
DAVID C. BRYAN
111 Lawyers Row
Centreville, Md. 21617
Assignee
vs.
WILLIAM RICHARD WALBERT and MARY ELIZABETH WALBERT, his wife
Queenstown, Md. 21658

In the Circuit Court for Queen Anne's County
In Equity
Cause No. 5909

ORDERED, this 11th day of January, 1977, that the sale of the real property, made and reported in this cause by David C. Bryan, Assignee, be ratified and confirmed; on or after the 14th day of February, 1977, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 7th day of February, 1977. The report states the amount of sales to be $14,500.00.

CHARLES W. CECIL
Clerk

Filed: Jan. 11, 1977
TRUE COPY,
TEST: Charles W. Cecil, Clerk

3-1-19RO

LIBER 8 PAGE 510 February 14 ..... 19 77

THIS IS TO CERTIFY, That the annexed No. 5905 (Walbert) ..... was inserted in the QUEEN ANNE'S RECORD OBSERVER, a newspaper printed and published in Queen Anne's County, Md., once in each of three ..... successive weeks before the 7th ..... day of ...Feb..... 19.77.
Beginning Jan. 19, 1977 and ending Feb. 2nd 1977.

BAY PUBLISHING CORPORATION
Publishers

By Cathy C. Whitby

FILED
FEB 14 1977

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Assignee	*	In the Circuit Court for Queen Anne's County
vs.	*	
WILLIAM RICHARD WALBERT and MARY ELIZABETH WALBERT, his wife Queenstown, Maryland 21658	*	In Equity Chancery No. 5909

FINAL ORDER OF RATIFICATION OF SALE

It is ORDERED, this 15th day of February, 1977, by the Circuit Court for Queen Anne's County, that the sale of the real estate made and reported in this cause by David C. Bryan, Assignee, 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 David C. Bryan Assignee, is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers therefor to the Auditor.

B. Hackett Turner Jr.
Judge

FILED
FEB 15 1977

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Assignee	* * * * * * * * * *	In the Circuit Court for Queen Anne's County
vs.		
WILLIAM RICHARD WALBERT and MARY ELIZABETH WALBERT, his wife Queenstown, MD 21658		In Equity Chancery No. 5909

AFFIDAVIT

I HEREBY CERTIFY, that on this 28th day of December, 1976, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared David C. Bryan, Attorney Named In Mortgage, and made oath in due form of law that registered mail notice of the time, place and terms of sale in this cause were duly served by registered mail on William Richard Walbert and Mary Elizabeth Walbert, as prescribed by Rule W 74 (2) (c) of the Maryland Rules of Procedure.

BEVERLY M. RINGGOLD
NOTARY PUBLIC
QUEEN ANNE'S CO., MD.

Beverly M. Ringgold
Notary Public
My Commission Expires July 1, 1978

FILED
DEC 28 1976

LIBER 8 PAGE 512

LAW OFFICE
DAVID C. BRYAN
111 LAWYERS ROW
CENTREVILLE, MARYLAND
21617

TELEPHONE:
758-1640

December 16, 1976

Mr. William Richard Walbert and
Mrs. Mary Elizabeth Walbert
Hillsboro, MD 21641

Re: 0.23 acre
Del Rhodes Avenue
Queenstown, Maryland

Dear Mr. and Mrs. Walbert:

I have filed a foreclosure proceeding in the Circuit Court for Queen Anne's County. A copy of the Statement of Indebtedness and the Advertisement of Sale showing the time, place and terms of sale are enclosed.

The sale can be settled and canceled at any time prior to the proposed sale by paying the moneys due to The Centreville National Bank of Maryland, plus the costs and commissions as prescribed by law.

Very truly yours,

David C. Bryan

David C. Bryan

DCB:bmr
Enclosures

COPY

249

REGISTERED NO. 567

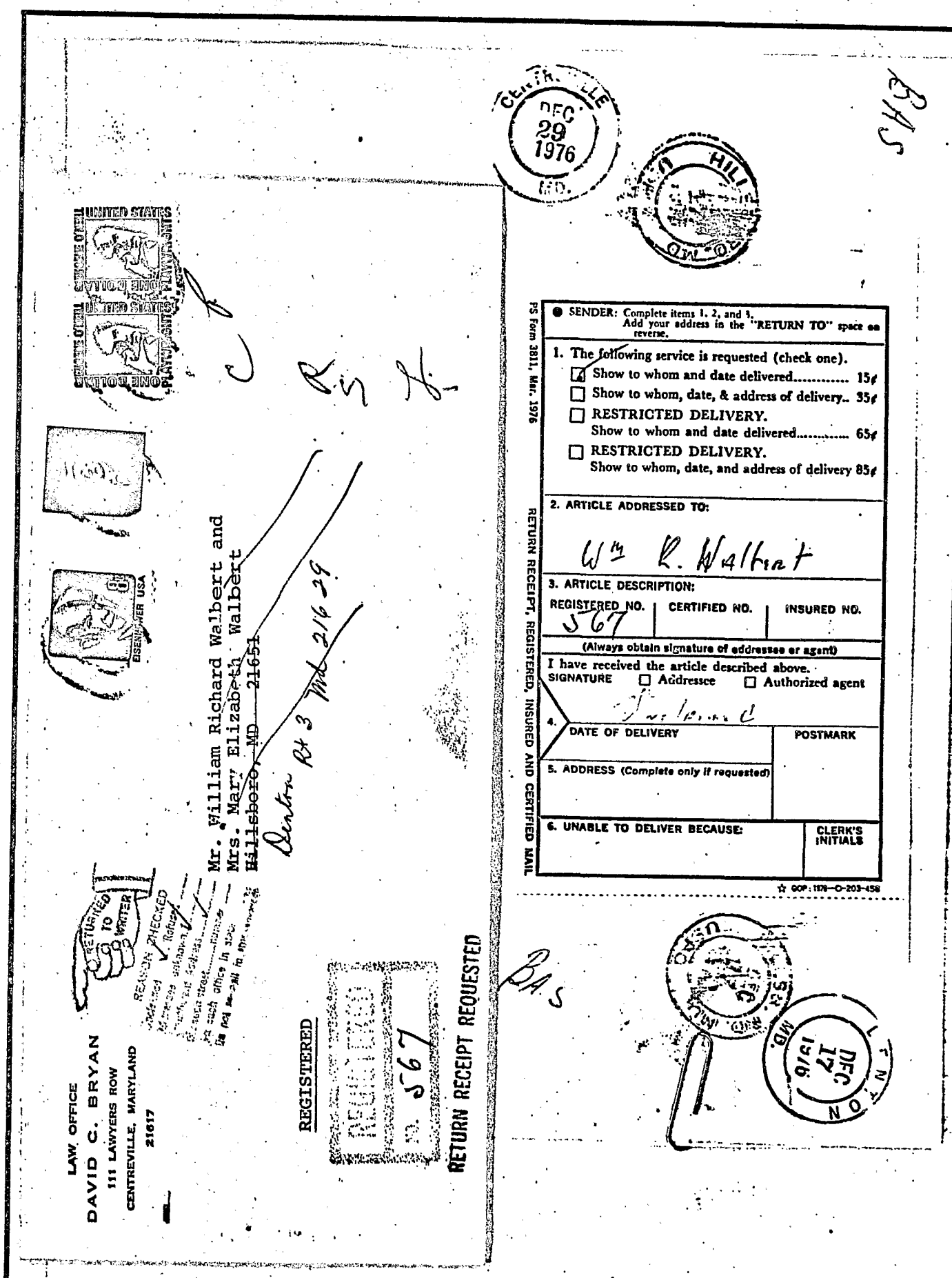
Value $ 100 00		Special Delivery $	
Reg. Fee $ 2 10		Return Receipt $ 25	
Handling Charge $		Restricted Delivery $	
Postage $ 13		☐ AIRMAIL	
POSTMASTER (By) PHC			

POSTMARK OF
CENTREVILLE DEC 16 1976 MD MAILING OFFICE

FROM David C. Bryan
111 Lawyers Row
21617

TO Wm Richard Walbert
Mary Eliza Walbert
Hills Boro Md 21641

G.P.O.-1974—563-269


LAW OFFICE
DAVID C. BRYAN
111 LAWYERS ROW
CENTREVILLE, MARYLAND
21617
RETURNED TO WRITER
REASON CHECKED
Mr. William Richard Walbert and
Mrs. Mary Elizabeth Walbert
Hillsboro, MD 21651
REGISTERED
RETURN RECEIPT REQUESTED
PS Form 3811, Mar. 1976
RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL
SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.
1. The following service is requested (check one).
Show to whom and date delivered..... 15¢
Show to whom, date, & address of delivery.. 35¢
RESTRICTED DELIVERY.
Show to whom and date delivered..... 65¢
RESTRICTED DELIVERY.
Show to whom, date, and address of delivery 85¢
2. ARTICLE ADDRESSED TO:
Wm R. Walbert
3. ARTICLE DESCRIPTION:
REGISTERED NO. 567
CERTIFIED NO.
INSURED NO.
(Always obtain signature of addressee or agent)
I have received the article described above.
SIGNATURE Addressee Authorized agent
4. DATE OF DELIVERY
POSTMARK
5. ADDRESS (Complete only if requested)
6. UNABLE TO DELIVER BECAUSE:
CLERK'S INITIALS
☆ GPO: 1976—O-203-458
DEC 29 1976
DEC 17 1976

Cy 5909

LIBER 8 PAGE 514

STATE OF MARYLAND)
) To Wit:
QUEEN ANNE'S COUNTY)

KNOW ALL MEN BY THESE PRESENTS, That we, David C. Bryan, of Queen Anne's County, State of Maryland, and the Hartford Accident and Indemnity Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Fifteen Thousand Dollars ($15,000.00), 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 6th day of December , 1976;

WHEREAS, the above bounded principal, by virtue of the power contained in the mortgages from William Richard Walbert and Mary Elizabeth Walbert, his wife, to The Centreville National Bank of Maryland, (1) dated June 1, 1973, and recorded among the land records of Queen Anne's County, State of Maryland, in Liber C.W.C. No. 74, folio 668, and (2) dated February 28, 1974, and recorded among the land records of Queen Anne's County, State of Maryland, in Liber C.W.C. No. 82, folio 56, and assigned to the principal for collection, and he is about to sell the land and premises in said mortgages, default having been made in the payment of the money as specified and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden David C. Bryan, Assignee, as aforesaid, does and shall well, truly and faithfully perform the trusts reposed in him under the mortgages aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and effect.

IN TESTIMONY WHEREOF, the said principal has hereunto set his hand and seal and the said surety has caused this instrument of writing to be executed, on the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Beverly M. Ringgold

David C. Bryan (SEAL)
David C. Bryan, Assignee

HARTFORD ACCIDENT AND INDEMNITY COMPANY

By: William M. Pitts
Attorney in fact

ATTEST:

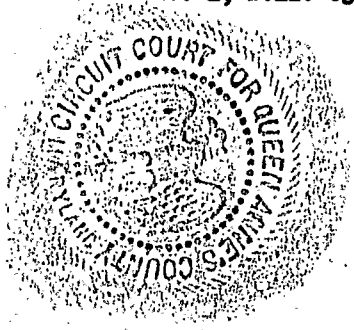
Beverly M. Ringgold

SURETY APPROVED AND BOND FILED ON [illegible] 76

LIBER 2 PAGE 83

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 83, 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 6th day of December, Nineteen Hundred and Seventy-six.

Charles W. Cecil

Clerk of the Circuit Court for
Queen Anne's County

DOCUMENT NO. 86,330

NOT ENTERED FOR RECORD
ENTERED IN LIBER ___ FOLIO ___
Re: ___

RECEIVED FOR RECORD

1976 DEC -6 PM 1:52

RECORD FOR
QUEEN ANNE'S CO., MD.
CHARLES W. CECIL, CLERK

Assignment

DEC -6-76 * 25073 ******4.00
DEC -6-76 A 25073 ******4.00

OF MORTGAGE FROM William Richard Walbert & Mary Elizabeth Walbert, wife

TO The Centreville National Bank of Maryland AS RECORDED IN

LIBER CWC NO. 82 FOLIO 56

MAIL TO TO BE PLACED IN CHY. #5909

We hereby assign the within and aforegoing mortgage unto David C. Bryan, Attorney, for the purpose of collection by foreclosure or otherwise.

Witness the hand of the said body corporate by J. O. Pippin, Jr. its President, attested by and its seal affixed by Katherine C. O'Neal, its Vice President, this 19th day of November 1976.

The Centreville National Bank of Maryland

By J. O. Pippin, Jr.
its President

Attest: Katherine C. O'Neal
Katherine C. O'Neal
its Vice President

LIBER 8 PAGE 515

LIBER 8 PAGE 516

DOCUMENT NO. 86,329

LIBER 112 PAGE 390

RECEIVED FOR RECORD
NOTICED IN LIBER
Re 112 FOLIO 390

RECEIVED FOR RECORD

1976 DEC -6 PM 1:52

Land RECORD FOR
QUEEN ANNE'S CO., MD.
CHARLES W. CECIL, CLERK

Assignment

DEC -6-76 * 25072 *******4.00
DEC -6-76 A 25072 *******4.00

OF MORTGAGE FROM William Richard Walbert & Mary Elizabeth Walbert, wife

TO The Centreville National Bank of Maryland AS RECORDED IN

LIBER CWC NO. 74 FOLIO 668

MAIL TO TO BE PLACED IN CHY. 5909

We hereby assign the within and aforegoing mortgage unto David C. Bryan, Attorney, for the purpose of collection by foreclosure or otherwise.

Witness the hand of the said body corporate by J. O. Pippin, Jr. its President, attested by and its seal affixed by Katherine C. O'Neal, its Vice President, this 19th day of November 1976.

The Centreville National Bank of Maryland

By J. O. Pippin, Jr.
its President

Attest:
Katherine C. O'Neal
its Vice President

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Assignee	*	In the Circuit Court for Queen Anne's County
vs.	*	In Equity
WILLIAM RICHARD WALBERT and MARY ELIZABETH WALBERT, his wife Queenstown, MD 21658	*	Chancery No. 5909

ORDER TO DOCKET SUIT

Mr. Charles W. Cecil, Clerk:

DEC -6-76 * 25071 *****10 00
DEC -6-76 A 32507 *****10 00

You will please docket suit as per the above titling for foreclosure of the mortgages from William Richard Walbert and Mary Elizabeth Walbert, his wife, to The Centreville National Bank of Maryland, (1) dated June 1, 1973, and recorded among the land records of Queen Anne's County, Maryland, in Liber C.W.C. No. 74, folio 668, and (2) dated February 28, 1974, and recorded among the land records of Queen Anne's County, Maryland, in Liber C.W.C. No. 82, folio 56, and assigned by the said Centreville National Bank on November 19, 1976, to David C. Bryan for collection by foreclosure; default having occurred in the terms thereof by reason of the nonpayment when due of the principal and interest of the notes secured by said mortgages; and you will file in said suit the original of said mortgages as well as the accompanying military affidavit and statement of indebtedness.

David C. Bryan

David C. Bryan
111 Lawyers Row
Centreville, Maryland
Telephone: 758-1643

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

I HEREBY CERTIFY, that on this 6th day of December 1976, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared David C. Bryan, Assignee, and made oath in due form of law that William Richard Walbert and Mary Elizabeth Walbert, the mortgagors referred to in the aforegoing Order to Docket Suit, are not now, nor have either of them been within six (6) months prior hereto, in the military service of the United States of America, as defined by the Soldiers' and Sailors' Relief Act, and amendments thereto and that this information is gotten from persons who know the mortgagors.

BEVERLY M. RINGGOLD NOTARY PUBLIC QUEEN ANNE'S CO., MD.

Beverly M. Ringgold

Notary Public
My Commission Expires July 1, 1978

FILED
DEC 6 1976

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Assignee	*	In the Circuit Court for Queen Anne's County
vs.	*	In Equity
WILLIAM RICHARD WALBERT and MARY ELIZABETH WALBERT, his wife Queenstown, MD 21658	*	Chancery No. 5909

STATEMENT OF MORTGAGE INDEBTEDNESS

Balance due on principal of note dated June 1, 1973, in the gross amount of $10,000.00, by William Richard Walbert and Mary Elizabeth Walbert, his wife, to The Centreville National Bank of Maryland	$ 8,257.54
With earned interest through November 18, 1976	660.60
Late charges	33.03
Per diem interest rate: $1.83	$ 8,951.17

* * * * * * * *

Balance due on principal of note dated February 28, 1974, in the gross amount of $5,000.00, by William Richard Walbert and Mary Elizabeth Walbert, his wife, to The Centreville National Bank of Maryland	$ 5,000.00
With earned interest through November 18, 1976	589.72
Late charges	21.31
Per diem interest rate: $1.16	$ 5,611.03

STATE OF MARYLAND)
) To Wit:
QUEEN ANNE'S COUNTY)

This is to certify that on this 6th day of December, 1976, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared David C. Bryan, Assignee, and made oath in due form of law that the aforegoing statement of mortgage indebtedness due by William Richard Walbert and Mary Elizabeth Walbert, his wife, under the above described mortgage notes is true to the best of his knowledge, information and belief, and there is no credit due thereon, except as shown, nor any security therefor except the said mortgages.

BEVERLY M. RINGGOLD NOTARY PUBLIC QUEEN ANNE'S CO., MD.

Beverly M. Ringgold
Notary Public
My Commission Expires July 1, 1978

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Assignee	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
	:	
WILLIAM RICHARD WALBERT and MARY ELEZABETH WALBERT, his wife: Queenstown, Maryland 21658	:	CHANCERY NO. 5909
	:	

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 David C. Bryan, Assignee named in Mortgages, wherein it appears that the proceeds of sale are sufficient to pay the mortgage dated June 1, 1973 and recorded among the Land Records of Queen Anne's County in Liber CWC No. 74, folio 68; but it appears that the proceeds of sale are insuffcent to pay the mortgage dated June 30, 1975, and recorded among the Land Records of Queen Anne's County in Liber CWC No. 82, folio 56. The mortgage deficiency appears to be in the sum of $1,699.51.

2. That in the within account of David C. Bryan, Assignee named in mortgage, by Order of the District Court for the Circuit of Maryland, is charged with the proceeds of sale made by him, and he is allowed his commissions under Order of Court, for making said sale, the court costs in this cuase, the premium on the surety bond filed in this cause, the costs of advertising notice of Sale and Order Nisi of Sale filed in this cause, the auctioneer's fee, the registered mail costs, the state and county taxes, the town taxes, the town water and sewer charges, the fee of your Auditor, and the balance was credited toward the mortgage indebtedness.

Respectfully submitted,

J Thomas Clark

May 19, 1977 Auditor

Cause No. 5909

The proceeds of the sale of land reported in this cause, in account with David C. Bryan, Assignee of the Mortgages foreclosed in these proceedings (and vendor of said land)

CR.

1976 Dec. 28	By proceeds of the sale of land, per report of said vendor, to wit:	$14,500.00
	Interest to date of Purchase	145.19
		$14,645.19

DR.

To David C. Bryan, Assignee named in Mortgage, per Order of Court:		
10% of $500.00	50.00	
6% of $500-$1,500.00	60.00	
3% of $1,500.00 to $10,000.00	390.00	$500.00
To Do, for an amount paid Charles W. Cecil, Clerk, for advanced court costs, per receipt exhibited, to wit:		146.00
To Do, for an amount owed David C. Bryan, Assignee, for registered mail to William Richard Walbert and Mary Elizabeth Walbert		2.48
To Do, for an amount paid Charles W. Cecil, Clerk, for advanced costs of certified copy of Mortgage:		1.00
To Do, for an amount paid John C. Baynard, Clerk, Talbot County, for certified copy of Mortgage:		4.50
To Do, for an amount paid to Queen Anne's Record-Observer, a newspaper in this County:		
1. Advertisement of Sale	108.75	
2. Oder Nisi of Sale	37.00	145.75
To Do, for an amount paid Charles W. Cecil, Clerk, for advanced court costs, per receipt exhibited, to wit:		
1. four Copies (certified) of Mortgage	$4.00	
2. Assignment of Mortgage	4.00	8.00
To Do, for an amount paid Paul R. Schlitz, Clerk, of the District Court for the Circuit of Md. for the filing of the Bankruptcy case by The Centreville National Bank of Maryland		30.00
To Do for an amount paid Lloyd Andrew, Auctioneer, for crying said sale, per Local Rules, to wit:		25.00
To Do for an amount due and owing The Hartford Accident and Indemnity Company, a body corporate for the bond premium in this cause:		60.00

May, 19, 1977

J. Thomas Clark
Auditor

To Do, for an amount paid Oscar Shultz, Tr Treasureer for Queen Anne's County, for County taxes, to wit:			$185.55	
To Do, for an amount paid the Town of Queenstown for Town Taxes:			22.72	
To Do, for an amount paid the Town of Queenstown for past due water and sewer charges, to wit:			503.62	
To Do, J. Thomas Clark, Auditor for 1. stating this account: 45.00 2. notifying parties: 5.00			50.00	
To Do, The Centreville National Bank of Maryland as to payment of Mortgages:				
1. CWC No. 74, folio 668				
Principal Due	$8,257.54			
Interest:	711.28			
Late Charges	33.03	$9,001.85	9,001.85	
2. CWC No. 82, folio 56				
Principal Due	5,000.00			
Interest:	636.92			
Late Charge	21.31	$5,658.23	3,958.72	
			$14,645.19	$14,645.19

May 19, 1977

J. Thomas Clark
Auditor

DAVID C. BRYAN
111 Lawyers Row
Centreville, MD 21617
Assignee

vs.

WILLIAM RICHARD WALBERT and
MARY ELIZABETH WALBERT, his
wife
Queenstown, MD 21658

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5909

* * * * * * *

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on May 19, 1977, the date the audit in the above entitled cause was filed in this Court , that he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

David C. Bryan, Esquire
111 Lawyers Row
Centreville, MD 21617

William Richard Walbert and
Mary Elizabeth Walbert, his wife
Queenstown, MD 21658

Joseph Kaiser
Referee in Bankfuptcy
U. S. District Court
405 U. S. Court House
Baltimore, MD 21202

Ernest Thompson, Court Auditor
Talbot County
Easton, MD 21601

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notfy each of them that said account was filed on May 19, 1977, with the Clerk of Court, Centreville, Maryland, and the expectations to said audit must be filed on or before June 3, 1977, and that if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on June 6, 1977.

J Thomas Clark
Auditor

FILED
MAY 19 1977

NISI RATIFICATION OF AUDIT

DAVID C. BRYAN vs. **WILLIAM RICHARD WALBERT, et al.**	In the Circuit Court for Queen Anne's County In Equity Cause No. 5909

ORDERED, this 19th day of May, 1977, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 6th day of June, 1977, 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 newspaper published in Queen Anne's County, Maryland, once in each of two successive weeks before the day of 19~~.

Charles H. Cecil Clerk

Filed May 19, 1977

DAVID C. BRYAN, Assignee vs. **WILLIAM RICHARD WALBERT and MARY ELIZABETH WALBERT, his wife**	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY No. 5909

FINAL RATIFICATION OF AUDIT

ORDERED by the Court that the account of the Auditor is finally ratified and confirmed, and David C. Bryan, Assignee, is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Dated: June 6, 1977

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

This paper to follow agreement of trustee

In the Matter of the Trust Estate of David A. Clements.	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY, NO. 2510.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

We, Marrick Clements, Annie Clements, David A. Clements, George Clements, Ruth Clements and Aldie Clements Wilson, children and the only heirs at law of Frances M. Clements, late of Kent County, deceased, do assent to the passage of an order by this Honorable Court as prayed for in the aforegoing petition, substituting Annie Clements as purchaser of the property in Crumpton, Maryland, now occupied by David A. Clements and mentioned in the aforegoing petition, in the place and stead of said Frances M. Clements, deceased, and we do request that said order substituting said Annie Clements in the place and stead of said Frances M. Clements, deceased, as purchaser of said property, be passed, as prayed for in said petition.

TEST AS TO MERRICK CLEMENTS: Ann B. Smith — Merrick Clements

TEST AS TO ANNIE C. CLEMENTS: Ann B. Smith. — Annie Clements

TEST AS TO DAVID A. CLEMENTS: Spencer Merrick — David A Clements

TEST AS TO GEORGE CLEMENTS: Spencer Merrick — George Clements

TEST AS TO RUTH CLEMENTS: James Merrick Jr — Ruth Clements

TEST AS TO ALDIE CLEMENTS WILSON: James Merrick Jr — Aldie Clements Wilson

Filed Sept. 25th 1926

In the Matter of the Trust Estate of David A. Clements.	In the Circuit Court for Queen Anne's County.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of James Merrick, of Queen Anne's County, State of Maryland, Administrator of Frances M. Clements, late of Kent County, deceased, and Annie Clements of Kent County, in said State, to your Honors respectfully sets forth:

1. That said Frances M. Clements, deceased, during her life time became the purchaser of the house and lot now occupied by David A. Clements, in Crumpton, Maryland, at a public sale thereof made by H. B. W. Mitchell, Trustee of David A. Clements, at and for the sum of twenty seven hundred and seventy five dollars, but said Frances M. Clements never made any payment of any part of the purchase money for said house and lot and departed this life without ever having received a deed therefor, although the sale thereof has been finally ratified and confirmed by this Honorable Court.

2. The estate of said Frances M. Clements does not consist of sufficient funds, nor was said Frances M. Clements during her life time financially able, to make full compliance with the terms of the sale thereof, nor was she able to make settlement therefor; your petitioner, James Merrick, Administrator as aforesaid, deeming it for the best interest of the estate of said Frances M. Clements, deceased, and the beneficiaries thereof that her estate and he, as her administrator, be relieved of the obligation of making settlement for said house and lot and complying with the terms of the sale thereof, and having been authorized by the Orphans' Court for Kent County to file this petition, and the petitioner, Annie Clements being willing to be substituted as the purchaser for said house and lot and to

comply with the terms of the sale thereof, petition this Honorable Court to pass an order substituting the said Annie Clements as the purchaser of said house and lot in the place and stead of the said Frances M. Clements, now deceased, and your petitioners pray your Honors to pass an order substituting the said Annie Clements as the purchaser of said House and lot in Crumpton, Maryland, in the place and stead of the said Frances M. Clements, deceased.

James Merrick Jr
ADMINISTRATOR OF FRANCES M. CLEMENTS, DECEASED.

Annie Clements

I, H. B. W. Mitchell, Trustee of David A. Clements, do consent to the passage of the order substituting Annie Clements as purchaser of the house and lot in Crumpton, Maryland, now occupied by David A. Clements, in the place and stead of Frances M. Clements, late of Kent County, deceased, as prayed for in the aforegoing petition of James Merrick, Administrator, and Annie Clements.

H. B. W. Mitchell

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 29th day of September in the year nineteen hundred and twenty six, on the aforegoing petition of James Merrick, Administrator of Frances M. Clements, deceased, and Annie Clements, and the consent thereto of H. B. W. Mitchell, Trustee of David A. Clements, and the assent thereto attached of the next of kin of Frances M. Clements, deceased, that Annie Clements of Kent County, Maryland, be, and she is hereby substituted as the purchaser of the house and lot now occupied by David A. Clements, in Crumpton, Maryland, and reported by H. B. W. Mitchell, Trustee of David A. Clements, as having been sold to Frances M. Clements at and for the sum of two thousand, two hundred and seventy five dollars in the report of sale filed by him on April 14th., 1925, in

the proceedings, "In the Matter of the Trust Estate of David A. Clements", in cause No. 2510 in this Court.

Filed Sept. 30th 1926 Thomas J. Keating

LIBER 8 PAGE 528

In the Circuit Court for Queen Anne's County

IN THE MATTER OF

THE TRUST ESTATE OF

DAVID A. CLEMENTS

No. 2510

Judgment

Int. from

Costs

Credits

Recorded in Liber _____ folio _____

Mr. Charles W. Cecil,

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

You will please record in Judgment in Extenso

(1) Assent to Passage of Order for Substituted Purchaser filed September 25, 1926.

(2) Petition and Order for Substituted Purchaser filed September 20, 1926.

(3) And this Order to Clerk.

David C. Bryan

Attorney for Contract Purchaser

FILED

JUN 22 1977

(1)

UNITED STATES DISTRICT COURT

FOR THE

DISTRICT OF MARYLAND

UNITED STATES OF AMERICA, Plaintiff	)	No 5796
v.	)	CIVIL NO. K 75-1322
FRANK GRAHAM, JR., BOX1, CHESTER, MARYLAND 21619 LILLIAN ANN GRAHAM, BOX 1, CHESTER, MARYLAND 21619, Defendants	)	

APR -5-76 * 25626 *****40 00
APR -5-76 A 25626 *****40 00

RECEIVED SEP 22 2 52 PM '75 U.S. DISTRICT COURT

PETITION TO FORECLOSE

Your petitioner, United States of America, acting on behalf of the Farmers Home Administration, an agency of the United States of America, by Jervis S. Finney, United States Attorney for the District of Maryland, respectfully represents:

1. The Farmers Home Administration is now, and has been at all times herein mentioned, an agency of the United States of America, having an office for the transaction of business at the Coleman Enterprise Building, P. O. Box 214, Route 213, Chestertown, Maryland 21620.

2. On or about July 31, 1970, the defendants, Frank Graham, Jr. and Lillian Ann Graham, his wife, being indebted to the United States by virtue of a loan made to said defendants in the sum of $7,820.00 duly made, executed, and delivered to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, their Promissory Note wherein the said defendants

APR -4-76 * 25628 *****39 00
APR -4-76 A 25628 *****39.00

(1) Filed: 22nd of September, 1975

FILED APR 5 1976

covenanted and agreed to repay said loan as, and under the conditions, therein provided on or before July 31, 2003. A true and complete copy of said Note is attached hereto as Exhibit A and is incorporated by reference herein as fully as if set forth at length herein.

3. To secure the payment of the aforesaid Note, the said defendants, on July 31, 1970, executed and delivered to the United States their indenture of mortgage, conveying to the United States the premises described therein as security for said debt; the said Mortgage was duly recorded in the Queen Anne's County Clerk's Office, Liber 49, Page 180. A true and complete copy of said Mortgage is attached hereto as Exhibit B and is incorporated by reference herein as fully as if set forth at length herein.

4. The United States is now the owner and holder of said Promissory Note and Mortgage; the said defendants, Frank Graham, Jr. and Lillian Ann Graham, his wife, defaulted in the payment of said Note by not making payments as required; as provided in said Note, and following such default, the United States elected to declare that by reason of said default, the entire balance of said Note remaining unpaid is due and payable forthwith; the defendants and each of them have failed to pay the same; and there is now past due upon said Note the sum of $9,116.23, plus interest on that amount on and after April 25, 1975, which has accrued and is accruing at the daily rate of $1.4472. A true and complete copy of the Statement of Account relative to the subject debt is attached hereto as Exhibit C and incorporated by reference herein as fully as if set forth at length herein.

5. By reason of the default of said defendants, the United States is entitled to an Order of this Court foreclosing said Mortgage and ordering the sale of the premises described in said Mortgage in the manner provided by law and ordering the application of the proceeds of such sale in payment of the judgment of the United States against the defendants, Frank Graham, Jr. and Lillian Ann Graham, his wife.

6. In order to protect the interests of the United States in the assets during the pendency of these proceedings, it is requested by your petitioner that the United States Marshal for the District of Maryland be appointed Trustee without bond for that purpose.

WHEREFORE, the United States demands judgment and order of this Court:

(a) For the aggregate amount of the aforementioned sums and for such other amounts as the Court may find to be due from said defendants in the premises;

(b) Foreclosing the Mortgage described herein; ordering the premises described herein to be sold in the manner provided by law; and ordering that the proceeds be applied to the costs and expenses of sale, next in satisfaction of the Plaintiff's judgment against said defendants, and that the surplus, if any, be deposited in the account of the United States Marshal, subject to further order of the Court;

(c) For the appointment of the United States Marshal for the District of Maryland as Trustee to serve without bond;

(d) For such other and further relief as the Court may deem proper in the premises.

UNITED STATES OF AMERICA

JERVIS S. FINNEY
UNITED STATES ATTORNEY
DISTRICT OF MARYLAND

By Donald H. Feige

Donald H. Feige
Assistant United States Attorney
111 North Calvert Street
Baltimore, Maryland 21202
COM: 301-539-2940
FTS: 301-962-4822

STATE OF MARYLAND)
) TO WIT:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 17 day of September, 1975, before me, the subscriber, a Notary Public of the State of Maryland, and City of Baltimore, personally appeared, Donald H. Feige, Assistant United States Attorney for the District of Maryland, and made oath in due form of law that the matters and facts contained in the foregoing Petition to Foreclose are true to the best of his knowledge, information, and belief.

AS WITNESS my hand and Notarial seal.

JULIE GREY
NOTARY PUBLIC

My commission expires 7-1-78.

I hereby attest and certify on [illegible]-76 that the foregoing document is [illegible] copy of the original on file [illegible] and in my legal custody.

PAUL [illegible]
CLERK, U.S. [illegible] COURT
DISTRICT OF [illegible]

By [illegible] Deputy

(2)

UNITED STATES DISTRICT COURT

FOR THE

DISTRICT OF MARYLAND

UNITED STATES OF AMERICA, Plaintiff v. FRANK GRAHAM, JR., BOX 1, CHESTER, MARYLAND 21619 LILLIAN ANN GRAHAM, BOX 1, CHESTER, MARYLAND 21619, Defendants	CIVIL NO. K 75-1322

ORDER

Upon consideration of the Petition of the United States of America, acting on behalf of the Farmers Home Administration, an agency of the United States of America, by Jervis S. Finney, United States Attorney for the District of Maryland, seeking sale of certain real property described in the Real Estate Mortgage referred to in said Petition, it is this 24th day of September, 1975,

ORDERED:

1. The United States Marshal for the District of Maryland is hereby appointed Trustee without bond.

2. The said Trustee is hereby directed to sell on behalf of the Farmers Home Administration, its successors or assigns, or its duly authorized attorney, the property set forth in said Mortgage in accordance with the terms and powers conferred upon him therein, after having first notified all interested parties by publishing said notification

(2) Filed: 24th of September, 1975

once a week for at least four (4) weeks prior to the date of the sale in a newspaper of general circulation in the county in which the property lies.

3. The terms of said sale shall be all cash; a deposit of fifteen percent (15%) of the purchase price shall be required at the time of sale, the balance to be paid within ten (10) days after final ratification of said sale by this Court. In the event of default by the purchaser, the property shall be resold at the risk and cost of the defaulting purchaser. All conveyancing, recording, revenue stamps, and other expenses of sale shall be at the cost of the purchaser.

4. After said Trustee has complied with the order of this Court, such sale shall be reported back to this Court for approval and ratification.

5. The proceeds of such sale shall be deposited into the account of the United States Marshal to be distributed as the Court shall direct after review and accounting thereof.

U. S. Magistrate
United States District Court

I hereby attest and certify on 3-3-76 that the foregoing document is a full, true and correct copy of the original on file in my office and in legal custody.

CLERK, U.S. DISTRICT COURT
Northern District of Ohio

By Esther Brother

(3)

USA-35-48
Ed. 11/2/66
DHF:JLM
75-1611

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

UNITED STATES OF AMERICA Plaintiff	*	CIVIL NO. K-75-1322
	*	
v.	*	
FRANK GRAHAM, JR. and LILLIAN ANN GRAHAM	*	
Defendants.	*	
	*	

* * * * * *

ORDER NISI

ORDERED this 26th day of November, 19 75, by the United States District Court for the District of Maryland, that the sale of the real property described in the above-entitled proceedings, made and reported by John W. Spurrier, United States Marshal for the District of Maryland, Trustee, to the Farmers Home Administration, an agency of the United States of America, for the sum of $9,476.00, said purchaser being the highest bidder therefor, be ratified and confirmed unless cause to the contrary be shown on or before the 30th day of January 19 76, provided that a copy of this Order be inserted in some newspaper published in Centreville, Maryland, once a week for three successive weeks preceding December 31, 19 75.

Frank A. Kaufman
Judge
United States District Court
FRANK A. KAUFMAN

I hereby attest and certify on 2-23-76 that the foregoing document is a full, true and correct copy of the original, on file in my office and in my legal custody.

[illegible] GOHLITZ
Clerk, U.S. District Court
District of Maryland
By [illegible] Deputy

(4)

USA-35-49
Ed. 11/2/66
DHF:JLM
75-1611

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

UNITED STATES OF AMERICA
Plaintiff

v.

FRANK GRAHAM, JR.
and
LILLIAN ANN GRAHAM

Defendants

CIVIL NO. K-75-1322

RECEIVED
FEB 9 4 01 PM '76
CLERK
U.S. DIST. COURT
DISTRICT OF MARYLAND

* * * * * *

ORDER

Compliance having been had with the Order of this Court dated November 26, 19 75, requiring publication of sale made by John W. Spurrier, United States Marshal for the District of Maryland, Trustee, on November 18, 19 75, as evidenced by Certification of Publication heretofore filed, and no cause to the contrary having been shown,

IT IS ORDERED this 9th day of February, 19 76, by the United States District Court for the District of Maryland, that the sale heretofore reported in these proceedings to the Farmers Home Administration, an agency of the United States of America, its successors and assigns, at and for the sum of $ 9,476.00, be and the same is hereby ratified and confirmed.

Frank A. Kaufman
Judge
United States District Court
FRANK A. KAUFMAN

I hereby attest and certify on 2/23/76 that the foregoing document is a full, true and correct copy of the original on file in my office and in my legal custody.
PAUL E. SCHULTZ
CLERK, U. S. DISTRICT COURT
DISTRICT OF MARYLAND
By Esther J. Barber Deputy

(1) Filed, 9th February 1976

MicroFilmed
Date FEB 13 1976

LIBER 8 PAGE 527

(5)

USA-35-47
Ed. 11/2/66
DHF:JLM
75-1611

RECEIVED
Nov 26 12 43 PM '75
U.S. DISTRICT COURT
DISTRICT OF MARYLAND

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

UNITED STATES OF AMERICA Plaintiff	*	CIVIL NO. K-75-1322
v.	*	
FRANK GRAHAM, JR. and LILLIAN ANN GRAHAM	*	
Defendants	*	

* * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

This Report of Sale by John W. Spurrier, United States Marshal for the District of Maryland, Trustee in the above-entitled matter, by Jervis S. Finney, United States Attorney for the District of Maryland, and Donald H. Feige, Assistant United States Attorney for said District, respectfully represents:

1. That Frank Graham, Jr. and Lillian Ann Graham Having defaulted in their payments on their promissory note to the United States (Farmers Home Administration), notice of sale of certain real property described in the real estate mortgage referred to in the Petition to Foreclose heretofore filed by the United States was duly given by publication in Record Observer, a newspaper published in Centreville, Maryland.

2. That pursuant to the Order of this Honorable Court dated September 24, 1975, authorizing the Trustee to sell the aforesaid property of Frank Graham, Jr. and Lillian Ann Graham, a public sale was held on November 18, 19 75, on the premises known as Box 1, Chester, Maryland 21619, said property being covered by the real estate mortgage heretofore filed in this proceeding.

(5) Filed: 26 November 1975

USA-35-47
Ed. 11/2/66
(Page 2)

3. That John W. Spurrier, United States Marshal, Trustee, conducted the public sale.

4. That the said property was sold to the Farmers Home Administration, an agency of the United States of America, for the sum of $ 9,476.00, said purchaser being the highest bidder therefor.

Jervis S. Finney
Jervis S. Finney
United States Attorney

Donald H. Feige
Donald H. Feige
Assistant United States Attorney

STATE OF MARYLAND)
) SS:
CITY of BALTIMORE)

I HEREBY CERTIFY that on this 24 day of November, 1975, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared John W. Spurrier, United States Marshal for the District of Maryland, Trustee, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Julie Grey
Notary Public
JULIE GREY

My Commission Expires: 7-1-78

I hereby certify that the foregoing is a true copy of the original on file in my legal custody.
CLERK, U.S. DISTRICT COURT
DISTRICT OF MARYLAND
By Catherine Walter Deputy
12-23-76

(6)

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

UNITED STATES OF AMERICA,

Plaintiff

v.

FRANK GRAHAM, JR.
and
LILLIAN ANN GRAHAM

Defendants

CIVIL NO. K-75-1322

REPORT AND FINAL ACCOUNT OF TRUSTEE

Your Trustee, John W. Spurrier, United States Marshal for the District of Maryland, respectfully represents unto this Honorable Court:

1. That on February 9, 1976, this Honorable Court passed an Order ratifying and confirming the sale made by the Trustee on Novemer 18, 1975, to the Farmers Home Administration, an agency of the United States of America, at and for the sum of 9,476.00.

2. That as of April 25, 1975, there was due and owing to the Farmers Home Administration of the United States Department of Agriculture, as mortgagee the sum of $9,116.23, together with total interest due at the daily rate of $1.4472 on said principal balance from April 25, 1975, until paid.

3. That no other claims have been filed by creditors in this proceeding, although proper notice was duly given to all interested parties by publication that certain sums have been expended by the Farmers Home Administration since the institution of these foreclosure proceedings.

4. That because the property was sold to the holder of the mortgage, no funds were actually received by the Trustee. However, after expenses of this foreclosure proceeding and those of the Farmers Home Administration are deducted, the Farmers Home Administration will apply the net balance of the purchase price to the balance due under its mortgage.

5. That the Trustee incurred the following expenses for which he prays allowance and payment from the Farmers Home Administration, purchaser, in addition to amounts expended by the Farmers Home Administration which are to be deducted from the purchase price of said real property:

Income:

Purchase Price of Real Property		$9,476.00

Expenses of the Trustee:

Advertising:		
Sale Ad-Queen Anne's Record Observer Centreville, MD Oct.22,29;Nov.5,12,1975	$46.88	
Nisi Ad-Queen Anne's Record Observer Centreville, MD Dec.10,17,23, 1975	30.88	
Total Advertising Expenses due United States Marshal by the Farmers Home Administration		$77.76
NET BALANCE		$9,398.24

WHEREFORE, the Trustee prays:

(a) That this Honorable Court pass an Order approving the expenses as set forth in this account.

(b) That this Court further Order that the balance, after expenses, be credited to the mortgage account of the defendants, Frank Graham, Jr. and Lillian Ann Graham, his wife, now held by the Farmers Home Administration as hereinabove set forth.

John W. Spurrier

JOHN W. SPURRIER
United States Marshal
District of Maryland

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

I Hereby Certify that on this 2nd day of March, 1976, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared JOHN W. SPURRIER, Trustee, and made oath in due form of law that the matters and facts set forth in the foregoing Report and Final Account of Trustee are true to the best of his knowledge, information and belief.

AS WITNESS MY HAND AND NOTARIAL SEAL.

Julie Grey
NOTARY PUBLIC
JULIE GREY
My Commission Expires: 7-1-78

ORDER

ORDERED AS PRAYED, this 2nd day of March, 1976.

FRANK A. KAUFMAN
FRANK A. KAUFMAN
UNITED STATES DISTRICT COURT

I hereby attest and certify on March 10, 1976 that the foregoing document is a full, true and correct copy of the original on file in my office and in my legal custody.

PAUL E. SCHOLL
CLERK, U.S. DISTRICT COURT
DISTRICT OF MARYLAND

By Wesley L. Dogel
Deputy

E-116—1M—8-71.

PETITION FOR SALE OF PROPERTY

AMERICAN MORTGAGE COMPANY, INC.

Vs.

KENT ISLAND LIMITED PARTNERSHIP, A MARYLAND LIMITED PARTNERSHIP AND PETER A. POWELL AND MARY ANNE POWELL, his wife.

Docket _____ Folio _____

Case No. 5944

Filed _____

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY ~~BALTIMORE COUNTY~~, IN EQUITY

FEB 17-77 * 27560 *****50.00
FEB 17-77 A 327560 *****10.00
FEB 17-77 A 327559 *****40.00

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 1st day of July A.D. 1975 the defendants Executed and delivered to AMERICAN MORTGAGE COMPANY, INC. a mortgage upon certain Real property in ~~Baltimore~~ QUEEN ANNE'S County, therein described, to secure the payment of the mortgage debt of $85,000.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after and default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

There has been a default under the terms of said Mortgage.

And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

Alvin M. Lapidus

Attorney for Plaintiff

Alvin M. Lapidus
Suite 201 Hilton Plaza
Baltimore, Md. 21208
484-3100

FILED
FEB 17 1977

MORTGAGE — FEE OR LEASEHOLD — MONTHLY PAYMENT — ESCROW DEPOSIT — TERMS. — 23-33

DOCUMENT NO. 79745

This Mortgage, Made this 1st day of July 19 75, by and between Kent Island Limited Partnership, a limited partnership duly organized and existing under the Laws of the State of Maryland, having its principal office in Baltimore County, and Peter A. Powell and Mary Anne Powell, his wife

parties of the first part, hereinafter referred to as Mortgagor, and

American Mortgage Company, Inc.

party of the second part, hereinafter referred to as Mortgagee.

WHEREAS, the said Mortgagor stands bona fide indebted to the said Mortgagee in the full and just sum of Eighty-Five Thousand

Dollars ($ 85,000.00) for money this day loaned by the said Mortgagee to the said Mortgagor being the balance of the purchase money for the hereinafter described property, which sum the Mortgagor hereby covenants and agrees to repay to the said Mortgagee, together with interest thereon at the rate of twelve per cent (12 %) per annum, in monthly installments of interest only

Eight hundred fifty Dollars and no Cents ($ 850.00), beginning on the 1st day of August, 1975, and monthly thereafter on ~~account of principal and~~ interest until the full amount of said principal and interest thereon shall have been paid, with the last payment to be made on the 30th day of June, 1977.

The entire principal sum of $85,000.00 plus interest to be due on or before two (2) years from the above date.

All sums aforesaid to be payable in lawful money of the United States of America which shall be legal tender in payment of all debts and dues, public and private at the office of the Mortgagee, or at such other place either within or without the said State, as the holder hereof may, from time to time, in writing designate.

And in order to secure the repayment of said principal sum, the interest thereon and the performance of the covenants herein contained, this mortgage is executed.

NOW THIS MORTGAGE WITNESSETH that in consideration of the premises and of the sum of ONE DOLLAR, the said Mortgagor does grant and assign/convey to the said Mortgagee, , all four (4) lot(s) or parcel(s) of ground situate and lying in Queen Anne's County, Maryland

and described as follows, that is to say:

BEING those lots of ground described on Schedule I, attached hereto and made a part hereof.

RECEIVED FOR RECORD
RECORDED IN LIBER CWC
95 FOLIO 327

1975 JUL 21 AM 11:02

Land RECORD FOR
QUEEN ANNE'S CO., MD.
CHARLES W. CECIL, CLERK

JUL 21-75 * 27307 ****304.50
JUL 21-75 A # 27307 ****280.50
JUL 21-75 A # 27306 *****24.00

Peter A. Powell and Mary Anne Powell, his wife, hereby join in the execution of this mortgage to guarantee the performance of all covenants herein.

Parties of the first part ~~hereby assign~~ have conditionally assigned all their right and title and capital stock in the Piney Narrows Treatment Plant, Inc. simultaneously with the execution and delivery of this Mortgage.

Mortgagor hereby warrants and represents that the proceeds of the within loan are being used for a business or investment purpose within the meaning of Article 49, Code.

Should any portion of the above described property, or an easement appurtenant thereto be condemned or taken under eminent domain, all or such part of any award or proceeds, as Mortgagee desires and shall determine in writing, are by this instrument assigned by the Mortgagor to the Mortgagee for application to the mortgage indebtedness, and Mortgagee is hereby authorized to give acquittances therefor.

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

TO HAVE AND TO HOLD the said lot(s) or parcel(s) of ground, with the improvements and appurtenances aforesaid, to the said Mortgagee, in fee simple/for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal thereof from time to time, forever, subject to the payment of the annual rent of $.

PROVIDED, that if the said Mortgagor shall well and truly pay or cause to be paid the aforesaid principal sum of Eighty Five Thousand Dollars ($85,000.00), and all the installments of interest thereon when and as each of them shall respectively be due and payable as aforesaid and shall perform each and all of the covenants herein on his part to be performed, then this Mortgage shall be void.

But upon any default being made in the payment of said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this Mortgage, then the whole mortgage debt hereby secured and then unpaid may thereupon be declared to be due and payable, at the option of the Mortgagee.

AND the said Mortgagor hereby declares his assent to the passage of a decree for the sale of the herein described property at any time after a default has occurred in any of the covenants of this mortgage, as herein provided; and the said Mortgagor hereby authorizes the said Mortgagee, or the duly authorized attorney or agent of said Mortgagee, after any default shall have occurred as aforesaid, to sell the hereby mortgaged property. Any such sale, whether under the aforementioned assent to a decree or under the aforementioned power of sale, shall be under the provisions of Article 21 of the Annotated Code of Maryland, Section 7-105 (Acts of 1972 of Chapter 349) and the Rules W70-W76 of the Maryland Rules of Procedure, or under any other general or local laws of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto.

AND such sale shall be made after giving notice by advertisement as required by the aforesaid statute and Rules; and the terms of the sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient.

AND upon any such sale of said property under this mortgage, the proceeds shall be applied as follows:

(1) to repayment of all expenses incident to said sale, including a counsel fee of ~~Five Thousand Dollars~~ $500.00 ($~~5,000.00~~ 500.00) Dollars for conducting the proceedings if without contest, but if legal services be rendered to the Mortgagee or to the Trustee or party selling under the power of sale in connection with any contested matter in the proceedings, then such additional counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland;

(2) to the payment of all claims of the said Mortgagee hereunder, whether the same shall have matured or not, including interest thereon until ratification of the final audit;

(3) and the balance, if any, to the said Mortgagor, or to whomsoever may be entitled to the same.

AND in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof, the Mortgagor hereby covenants to pay also, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage, and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commission to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland; but said sale may be proceeded with unless, prior to the day appointed therefor, payment be made of said principal and interest, costs, expenses and commission.

AND the said Mortgagor hereby covenants with the said Mortgagee, as follows: (1) ~~That together~~ with, and in addition to, the monthly payments of principal and interest payable under ~~the terms~~ of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, ~~on the~~ first day of each month until the said debt is fully paid, the following sums: an ~~installment~~ of the ground rents, if any, and of the taxes and special assessments levied or to ~~be levied~~ against the property covered by this Mortgage, and an installment of the premium ~~or premiums~~ that will become due and payable to renew the insurance on the property ~~covered hereby~~ against loss by fire or other hazards as may reasonably be required by the ~~Mortgagee~~, in amounts, for periods, and in a company or companies satisfactory to the ~~Mortgagee.~~ These installments shall be equal respectively to one-twelfth (1/12) of the annual ground ~~rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments,~~

~~as estimated by the Mortgagee, less all installments already paid therefor, divided by the number~~ of months that are to elapse before one month prior to the date ~~when such~~ premium or premiums and taxes and assessments will become ~~due. The Mortgagee~~ shall hold such installments in trust without ~~interest to pay the~~ ground rents, if any, premium or premiums, and taxes and assessments ~~before the same become delinquent;~~ (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and other hazards, for the benefit of the Mortgagee, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee, to the extent necessary to protect its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, and in case of failure of the Mortgagor, to do so, the Mortgagee may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become an additional indebtedness secured by this Mortgage; and in the event of any loss by fire or other hazards, the insurance company or companies are hereby directed by the Mortgagor, to make payment for such loss to the Mortgagee, only, and not to the Mortgagor and Mortgagee, jointly; such payment to the Mortgagee, shall be applied to the extinguishment of the principal, interest, and expenses, secured by this Mortgage, whether then due or not, but not to exceed the amount payable under this Mortgage; provided that the Mortgagee, in lieu thereof, may consent, in writing, to the application by the Mortgagor, of the said insurance money to the reconstruction of the improvements on the mortgaged property; (4) to pay all taxes and any other public dues and assessments of every kind whatsoever for which the property hereby mortgaged may become liable, and to pay all ground rent and insurance premiums, when and as the same shall become due and payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) that the holder of this Mortgage in any action to foreclose it, shall be entitled, without regard to adequacy of any security for the debt, to the appointment of a receiver to collect the rents and profits of said property and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the Mortgagee's written consent or should the Mortgagor be declared insolvent or bankrupt, then the balance then due, or to become due, of said principal sum shall at the option of the Mortgagee immediately become due and payable as herein provided; (8) that at the option of the Mortgagee, the whole of said mortgage debt intended hereby to be secured shall become due and payable after default in the payment of any monthly installment, as herein provided, which shall have continued for thirty (30) days* or after default, in the performance of any of the covenants or conditions hereof which shall have continued for thirty (30) days*; (9) ~~to pay a late charge not to exceed the greater of Two Dollars ($2.00) or~~ five percent (5%) of the total amount of any delinquent ~~periodic installment~~ or interest and principal which is received ~~at the office of the Mortgagee~~ more than fifteen (15) calendar days after the due ~~date thereof to cover the extra expense involved in handling delinquent payments~~; (10) that this loan may be prepaid, in whole or in part, ~~in an amount not less than one monthly installment of~~ principal provided that two months' advance interest, at the then current rate, may be charged on that part of the aggregate amount of all prepayments made in any twelve month period which exceeds thirty-three and one-third percent (33⅓%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment, provided that no such charge may be imposed after the expiration of three (3) years from the date hereof; (11) ~~that~~ it is agreed that the Mortgagee may, at any time during the mortgage term, and in its discretion, apply for and purchase mortgage guaranty insurance, and may apply for renewal of such mortgage guaranty insurance covering this mortgage, and pay premiums due by reason thereof, and require repayment by the Mortgagor of such amounts as are advanced by the Mortgagee, and the Mortgagor hereby agrees to pay for such premiums on the first day of each month, as part of the regular monthly payment, by payment of a sum equal to one-twelfth (1/12) of such annual mortgage guaranty insurance premium in accordance with the provisions of (1) of the aforegoing covenants and conditions, and in the event such insurance is placed on a single premium plan, the Mortgagor hereby agrees to repay the Mortgagee for such amount so ~~advanced by the Mortgagee for such single premium~~.

* following notice thereof to Mortgagor(s) and a period of five (5) days to cure same.

AND IT IS AGREED AND UNDERSTOOD that, until default is made, the said Mortgagor may retain possession of the hereby mortgaged property.

THE said Mortgagor covenants that it will warrant specially the property hereby mortgaged and will execute such further assurances as may be requisite.

Whenever used herein, the words "Mortgagor" and "Mortgagee" shall include the heirs, personal representatives and/or assigns of the Mortgagor or Mortgagors, or Mortgagee or Mortgagees, if individuals, and the successors and/or assigns of the Mortgagor or Mortgagors, or Mortgagee or Mortgagees, if corporate. The use of any gender shall be applicable to all genders and "Mortgagee" shall include any payee of the indebtedness hereby secured, or any transferree thereof whether by operation of law or otherwise. The use of the singular shall include the plural.

~~THE Mortgagor by execution of this instrument certifies that, prior to such execution, he has~~ received a fully executed agreement as to the contractual rate of interest ~~and a~~ loan disclosure statement in connection with this loan as required by ~~Article 49 of the~~ Annotated Code of Maryland; and the parties hereby agree that ~~the provision of~~ Article 49 of the Annotated Code of Maryland, as to delinquent ~~or late payment~~ charges and prepayment terms are made a part of this Mortgage ~~agreement, unless other provisions regarding the same are specifically set out herein~~.

WITNESS the hand(s) and seal(s) of the said Mortgagor(s).

WITNESS:

KENT ISLAND LIMITED PARTNERSHIP (SEAL)

BY: POWELL ENTERPRISES CORPORATION (SEAL)

BY: _____ (SEAL)
Peter A. Powell, President

_____ (SEAL)
PETER A. POWELL

Mary Anne Powell (SEAL)
MARY ANNE POWELL

LIBER 95 PAGE 330

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 1st day of July 1975, before me, a Notary Public of said State, personally appeared PETER A. POWELL, President of POWELL ENTERPRISES CORPORATION, General Partner of KENT ISLAND LIMITED PARTNERSHIP, & Peter A. Powell and Mary Anne Powell, his wife known to me, or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within mortgage, and who acknowledged that it ~~they~~ executed the same for the purposes therein contained. At the same time also appeared ALVIN LAPIDUS

Agent of the within named Mortgagee

and made oath in due form of law that the consideration therein set forth in said mortgage is true and bona fide as therein set forth, that the amount of the loan which said mortgage has been given to secure was paid over and disbursed by the Mortgagee to either the Mortgagor or the person responsible for the disbursement of funds in the closing transaction, or their respective agents, at or before the final and complete execution of this mortgage; and that he is the agent of the Mortgagee and duly authorized to make this affidavit.

As Witness my hand and notarial seal.

Ellen M. Levin

Notary Public

ELLEN M. LEVIN NOTARY PUBLIC BALTIMORE COUNTY, MD.

My commission expires:

July 1, 1978

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Alvin M Lapidus

Attorney

LIBER 8 PAGE 547

SCHEDULE I

Parcel No. 1 is bounded on the West and North by lands of the parties of the first part, bounded on the East by the right-of-way (60 feet wide) of the Piney Narrows Road, a county road, as well as by another parcel of the parties of the first part (which last mentioned parcel is particularly described in Exhibit "A" and hereinafter referred to as the "service station site") and bounded on the South by Parcel No. 2 (which last mentioned parcel is particularly described in Exhibit "C" and hereinafter referred to as the "road parcel") and which is contained within the metes and bounds, courses and distances, set forth in Exhibit "A".

Parcel No. 2 is bounded on the North by Parcel No. 1, bounded on the East by the Piney Narrows Road, a county road, bounded on the South by Parcel No. 3, bounded on the West by lands of the parties of the first part, and which is contained within the metes and bounds, courses and distances, set forth in Exhibit "B".

Parcel No. 3 is bounded on the North by Parcel No. 2, bounded on the East by the Piney Narrows Road, bounded on the South by the right-of-way of U.S. Routes 301 and 50, and bounded on the West by lands of the parties of the first part, and which is contained within the metes and bounds, courses and distances set forth in Exhibit "C".

BEING the same lots or parcels of ground described in the Deed and Agreement dated February 5, 1973 and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 71, folio 461 from Barry L. Dahne, et al, Trustees for Ocean Highway Joint Venture, to the within Mortgagor.

BEGINNING for the same at a concrete monument on the West side of the Piney Narrows Road, said monument lying west of a point on the centerline of the said Piney Narrows Road which is northerly approximately 447.5 feet from the base line of right of way of U.S. Routes 301 and 50 at a point approximately three tenths of a mile West of the Kent Island Narrows Bridge, said monument being also the Northeast corner of Parcel No. 2 herein described, and running thence, by and with the West side of Piney Narrows Road the following two (2) courses: (1) North eleven degrees, 52 minutes, 10 seconds East 112.46 feet to a point of curve; (2) along a circular arc having a length of 56.97 feet, a radius of 708.87 feet, and having a chord bearing North 14 degrees, 10 minutes, 18 seconds East 56.95 feet to a concrete monument; thence, by and with lands of the Ocean Highway Joint Venture, the following two (2) courses: (1) North 78 degrees, 07 minutes, 50 seconds West 672.29 feet to a concrete monument; (2) South eleven degrees, 52 minutes, 10 seconds West 369.48 feet to a concrete monument; thence, by and with the North side of the aforementioned Frontage Road, South 78 degrees, 07 minutes, 50 seconds East 470.00 feet to a concrete monument; thence, by and with the aforementioned Parcel No. 2, the following two (2)courses: (1) North eleven degrees, 52 minutes, 10 seconds East 200.00 feet to a concrete monument; (2) South 78 degrees, 07 minutes, 50 seconds East 200.00 feet to a concrete monument, the place of BEGINNING, and containing four and seven hundred sixty-five thousandths (4.765) acres of land, more or less.

EXHIBIT "A"

BEGINNING for the same at a point on the West side of the Piney Narrows Road, a county road 60 feet wide, said point being opposite a point on the centerline of the Piney Narrows Road which lies northerly 217.5 feet, more or less, from the intersection of the base line of right of way of U.S. Routes 301 and 50 with the centerline of the Piney Narrows Road, and running thence, with the West side of said county road, North eleven degrees, 52 minutes, 10 seconds East 30.00 feet to a concrete monument; thence, with lands of the Ocean Highway Joint Venture and lands of Powell Enterprises, Inc. (Parcels No. 2 and No. 1), North 78 degrees, 07 minutes, 50 seconds West 670.00 feet to a concrete monument; thence, with lands of the Ocean Highway Joint Venture, South eleven degrees, 52 minutes, 10 seconds West 30.00 feet to a point; thence with lands of Powell Enterprises, Inc. (Parcel No. 4), South 78 degrees, 07 minutes, 50 seconds East 670.00 feet to a point, the place of beginning and containing four hundred sixty-one thousandths (0.461) acre of land, more or less.

EXHIBIT "B"

BEGINNING for the same at a point on the West side of the Piney Narrows Road, a 60 foot wide county road, opposite a point on the centerline of the said Piney Narrows Road lying northerly 217.5 feet, more or less, from the intersection of the Piney Narrows Road with the base line of right of way of U.S. Routes 301 and 50, and running thence, with the Frontage Road, North 78 degrees, 07 minutes, 50 seconds West 670.00 feet to a point; thence, with lands of the Ocean Highway Joint Venture, South eleven degrees, 52 minutes, 10 seconds West 124.72 feet to a point; thence, with the northerly right of way line of U.S. Routes 301 and 50, the following two (2) courses: (1) South 79 degrees, 08 minutes, 39 seconds East 344.01 feet to a point; (2) along a circular arc having a length of 255.11 feet, a radius of 17,288.74 feet, and having a chord bearing South 78 degrees, 43 minutes, 14 seconds East 255.71 feet to a point; thence, by and with the West side of Piney Narrows Road, the following two (2) courses: (1) North 51 degrees, 13 minutes, 34 seconds East 111.22 feet to a point; (2) North eleven degrees, 52 minutes, 10 seconds East 30.00 feet to a point, the place of BEGINNING, and containing one and seven hundred sixty-six thousandths (1.766) acres of land, more or less.

EXHIBIT "C"

E-118—1M—5-72.

LIBER 8 PAGE 552

AMERICAN MORTGAGE COMPANY, INC.

VS.

KENT ISLAND LIMITED PARTNERSHIP, A MARYLAND LIMITED PARTNERSHIP AND PETER A. POWELL AND MARY ANNE POWELL, his wife.

IN THE

Circuit Court for ~~Baltimore County~~ Queen Anne's County

IN EQUITY

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of AMERICAN MORTGAGE COMPANY, INC.

under the mortgage from KENT ISLAND LIMITED PARTNERSHIP AND PETER A. POWELL AND MARY ANNE POWELL, His Wife

to AMERICAN MORTGAGE COMPANY, INC.

dated the 1st day of July, 1975, and recorded among the Land Records of ~~Baltimore County~~ Queen Anne's County in Liber CWC No. 95 Folio 327

~~Principal~~	$ 85,000.00
Interest from 10/1/76 to 2/1/77	4,250.00
Amount paid to Piney Narrows Treatment Plant	3,483.98
	$ 92,738.98

Alvin M. Lapidus

STATE OF MARYLAND, COUNTY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 17th day of February in the year nineteen hundred and Seventy-seven, before me, the subscriber of the State of Maryland, in and for said County of ~~Baltimore~~ Queen Anne's, personally appeared Alvin M. Lapidus, Vice-pres.

the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WILLIAM J. PETTLER NOTARY PUBLIC BALTIMORE CO., MD.

William J. Pettler
NOTARY PUBLIC

AMERICAN MORTGAGE COMPANY, INC.

Plaintiff

VS.

KENT ISLAND LIMITED PARTNERSHIP, A MARYLAND LIMITED PARTNERSHIP AND PETER A. POWELL AND MARY ANNE POWELL, His Wife.

Defendant

IN THE

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY ~~BALTIMORE COUNTY~~

Docket No. _____, Folio _____

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, QUEEN ANNE'S COUNTY ~~BALTIMORE COUNTY~~ (CITY), To Wit:

I HEREBY CERTIFY, that on the 16th day of February, 19 77, before me, the subscriber, a Notary Public of the State of Maryland, in and for QUEEN ANNE'S COUNTY ~~Baltimore County (City)~~ personally appeared Alvin M. Lapidus

and made oath, in due form of law, that he knows the Defendant (s) herein and that to the best of his information, knowledge and belief;

(1) Said Defendant is not in the Military Service of the United States of America;

(2) Said Defendant is not in the Military Service of any Nation allied with the United States of America;

(3) Said Defendant has not been ordered to report for induction under the Selective Training and Service Act;

(4) Said Defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for Military Service.

NOTARY PUBLIC BALTIMORE COUNTY, MD.

Notary Public

Affiant

E-117—1M—8-74

LIBER 8 PAGE 554

Decree in Circuit Court for ~~Baltimore County~~ QUEEN ANNE'S COUNTY

DOCKET _____ FOLIO _____

CASE NO. 5944

FILED _____

AMERICAN MORTGAGE COMPANY, INC.

Vs.

KENT ISLAND LIMITED PARTNERSHIP, A MARYLAND LIMITED PARTNERSHIP AND PETER A. POWELL AND MARY ANNE POWELL, His Wife.

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

~~BALTIMORE COUNTY~~

_____ TERM, 19__

DECREE FOR SALE OF MORTGAGED PREMISES

The Petition and Exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It Is Thereupon, This 23rd day of February, in the year nineteen hundred and Seventy-seven, by the Circuit Court of ~~Baltimore~~ Queen Anne's County, ADJUDGED, ORDERED AND DECREED, that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Alvin M. Lapidus be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof in the penalty of Ninety Thousand Dollars, conditioned for the faithful performance of the trust reposed by this decree, or to be reposed by any future Decree or Order in the premises. The Trustee shall then proceed to make the said sale, having given notice by advertisement, inserted in such weekly newspaper or newspapers published in the County of ~~Baltimore~~ Queen Anne's, at least once in each week for three successive weeks, the first such publication to be not less than fifteen days prior to sale and the last such publication to be not more than one week prior to sale, [Md. Rule W 74-2 (l)], of the time, place, manner and terms of sale, which shall be cash, deposit of $5,000.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of the proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, the property and estate sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

FILED
FEB 23 1977

B. Hackett Turnbull Jr.
JUDGE

Cly 5944

Trustee's Bond

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Alvin M. Lapidus

~~205~~ Hilton Inn Plaza, Suite 201, Baltimore, Md., 21208 as principal,

and Great American Insurance Company a corporation of the State of

Ohio, as surety, are held and firmly bound unto the State of Maryland, in the full

and just sum of Ninety Thousand and 00/100 ---------- ($90,000) Dollars,

current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointlyand severally, firmly by these presents. Sealed with our seals, and dated this 1st day of April in the year of our Lord one thousand nine hundred and Seventy-Seven.

WHEREAS, the above bounden Alvin M. Lapidus

by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Queen Annes County, has been appointed trustee to sell Real Estate

mentioned in the proceedings in the case of American Mortgage Company, Inc.,

vs.

Kent Island Limited Partnership, A. Maryland Limited Partnership and Peter A. Powell and Mary Anne Powell His wife

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN Alvin M. Lapidus

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

Witness as to Principal(s)

Witness as to Surety Doris Sumner

Alvin M. Lapidus (SEAL)

Alvin M. Lapidus (SEAL)

Great American Insurance Company (SEAL)

(SEAL)

Charles H. Cover, attorney-in-fact

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the

a corporation of the State of

does hereby constitute and appoint

its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and discription that are or may be required to be filed in the Circuit Court of Baltimore City, State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said

duly affixed by its Vice-President and attested by its Assistant Secretary, this

day of , 19 :

ATTEST: By:

Vice President

Assistant Secretary

I HEREBY CERTIFY that the above is a correct and true copy of the original power of attorney.

, 19

Assistant Secretary

Certified copy of Power of Attorney attached

SURETY APPROVED AND BOND FILED ON

LIBER 2 PAGE 105

LIBER 8 PAGE 555

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 105, a Bond Record Book for Queen Anne's County.

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY MARYLAND

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 6th day of April, Nineteen Hundred and Seventy-seven.

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

REPORT OF SALE

AMERICAN MORTGAGE COMPANY, INC.

vs.

KENT ISLAND LIMITED PARTNERSHIP, A MARYLAND LIMITED PARTNERSHIP AND PETER A. POWELL AND MARY ANNE POWELL, His Wife.

Docket..... Folio.....
Case No. 5944
Filed .....

IN THE

Circuit Court ~~No.~~ 2

— OF —

QUEEN ANNE'S COUNTY
~~BALTIMORE CITY~~

To the Honorable, the Judge of said Court:

The Report of Sale of ALVIN M. LAPIDUS

Trustee appointed by the decree in the above entitled cause, to make sale of

KENT ISLAND LIMITED PARTNERSHIP

in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in Queen Anne's Record Observer,

a newspaper published in ~~Baltimore City~~ Queen Anne's County for more than three successive weeks preceding the day of sale, said Trustee, Alvin M. Lapidus did pursuant to said notice on Tuesday the 12th day of April 19 77 at 2 o'clock P. M. attend on the premises and then and there sold

three parcels of property containing 6.9 acres more or less of the Kent Island Limited Partnership on U. S. Route 50 to Vachel A. Downes, Jr. for the sum of One hundred twenty-eight thousand Dollars and no/100 ($128,000.00). Also included in the sale was all of Kent Island Limited Partnership's Right, Title and Interest in the capital stock in the Piney Narrows Treatment Plant, Inc.

Alvin M. Lapidus

State of Maryland, City of Baltimore, Set:

I HEREBY CERTIFY, That on this 21st day of April 19 77 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Alvin M. Lapidus

Trustee, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

FILED
APR 22 1977

As witness my hand and Notarial Seal,

Alice F. Handley
Notary Public.

ALICE F. HANDLEY NOTARY PUBLIC Baltimore Co., Md.

LIBER 8 PAGE 557 ALICE F. HANDLEY

LIBER 8 PAGE 558

AMERICAN MORTGAGE COMPANY, INC.	*	IN THE
	*	CIRCUIT COURT
VS.	*	OF
KENT ISLAND LIMITED PARTNERSHIP, A MARYLAND LIMITED PARTNERSHIP AND PETER A. POWELL AND MARY ANNE POWELL, His Wife	*	QUEEN ANNE'S COUNTY
	*	CASE NO. 5944

* * * * * * * * * * * * * * * *

CERTIFICATE OF COMPLIANCE

The undersigned Trustee certifies that he has complied with Rule 79 (b) having mailed a notice to mortgagor by certified mail, to the mortgagor's last known address, indicating the time, place and terms of the sale.

Respectfully submitted

ALVIN M. LAPIDUS, Trustee

Subscribed and sworn to before me this 21st day of April 19 77.

ALICE F. HANDLEY NOTARY PUBLIC Baltimore Co., Md.

NOTARY PUBLIC

FILED APR 22 1977

PURCHASER'S AFFIDAVIT

STATE OF MARYLAND, County OF BALTIMORE:

I HEREBY CERTIFY, That on this 12th day of April, 19 77, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, aforesaid personally appeared Vachel A. Downes, Jr., purchaser at the Trustee's sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal/~~agent for~~ xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx, and that he has not directly or indirectly discouraged anyone from bidding for the said real property mentioned in the Report of Sale.

Vachel A. Downes Jr. (SEAL)
PURCHASER

William Z. Fox
NOTARY PUBLIC
William Z. Fox

WILLIAM Z. FOX NOTARY PUBLIC BALTIMORE CO., MD.

FILED
APR 22 1977

LIBER 8 PAGE 559

LIBER 8 PAGE 560

Michael Fox Auctioneers, inc.

Suite 1915 • Charles Center South • 301 / 332-1333
36 South Charles Street • Baltimore, Maryland 21201

№ 7760

April 15, 1977

Alvin M. Lapidus, Trustee

Suite 201 Hilton Inn Plaza

Baltimore, Maryland 21208

Re: Sale, Land-Queen Anne's County

Total Deposit			$5,000	00
Sunpaper Advertising	$ 379	14		
Washington Post Advertising	357	12		
Queen Anne's Record Observer Advertising	135	00		
Salisbury Times Advertising	81	20		
Direct Mail Advertising	N/C			
Commission	2,745	00	3,697	46
Check Enclosed			$1,302	54

FILED
APR 22 1977

Auctioneers Association of Maryland, Inc.

ORDER NISI ON SALE

AMERICAN MORTGAGE COMPANY, INC. vs. KENT ISLAND LIMITED PARTNERSHIP, a Maryland Limited Partnership and PETER A. POWELL and MARY ANNE POWELL, his wife	In the Circuit Court for Queen Anne's County In Equity Cause No. 5944

ORDERED, this 22nd day of April, 19 77, that the sale of the real property, made and reported in this cause by Alvin M. Lapidus, Trustee, be ratified and confirmed, on or after the 23rd day of May, 19 77, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 16th day of May, 19 77.

The report states the amount of sales to be $128,000.00.

Charles H. Cecil Clerk

Filed April 22, 1977

AMERICAN MORTGAGE COMPANY, INC.	*	IN THE
	*	CIRCUIT COURT
Vs.	*	FOR
	*	QUEEN ANNE'S COUNTY
KENT ISLAND LIMITED PARTNERSHIP, A MARYLAND LIMITED PARTNERSHIP AND PETER A. POWELL AND MARY ANNE POWELL, His Wife.	*	Case No. 5944

* * * * * * * * * * * * * * * * * * *

PETITION FOR AUTHORITY TO COMPENSATE AUCTIONEER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Now comes Alvin M. Lapidus, Trustee, as hereunder set forth, and respectfully prays this Honorable Court for the passage of an order authorizing the payment of commissions to Michael Fox Auctioneers, Inc., and for reasons therefore, respectfully states as follows:

1. That the mortgagee herein filed a Petition for sale of property and this Honorable Court ordered the sale of the mortgaged premises on February 23, 1977.

2. That subsequently, your Petitioner was duly appointed as Trustee after having qualified by the filing of his approved bond.

3. That thereupon, your Trustee recognizing the unique nature and substantial value of the property to be sold engaged one of the highly professional auction firms qualified in the State of Maryland to accomplish said auction sale; and in accordance therewith, he employed Michael Fox Auctioneers, Inc.

4. That because of the unique nature and potential high value of said property said auctioneers did in fact devote many hours and expend much out of pocket funds in the planning, preparation and consummation of a public sale at the highest possible sale price.

FILED
APR 27 1977

5. Said auctioneers efforts included making an informal appraisal; the planning and preparation of a marketing program including advertising and promotion designed to create a high level of interest in said property; implementing an extensive direct mail advertising program; the preparation and insertion of all legal advertising; the posting of said property with numerous large auction signs; the preparation of the contracts used at said sale; photographing said property to further increase prospect interest; duplicating plats and supplying same to each prospective buyer; providing necessary affidavit for purchasers' signing; the actual conduct of the sale; supervising contract signing and collection of deposit monies.

6. That by virtue of the excellent services rendered to this case and the authority of this Honorable Court your Petitioner respectfully suggests that said auctioneering firm be allowed reasonable commissions as follows: Five percent (5%) of the first $1,000.00 of the selling price; Four percent (4%) of the next $1,500.00 of the selling price; Three percent (3%) of the next $2,500.00 of the selling price; Two and one half percent (2½%) of the next $20,000.00 of the selling price; and Two percent (2%) of the selling price in excess of $25,000.00.

7. And for such other and further reasons as may be stated.

WHEREFORE, your Petitioner respectfully prays this Honorable Court for the passage of an order in accordance with the aforegoing.

AND AS IN DUTY BOUND, etc.

Alvin M. Lapidus

Alvin M. Lapidus, Trustee
Suite 201 Hilton Inn Plaza
Baltimore, Maryland 21208

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I hereby certify that on this 15th day of April, 1977, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Alvin M. Lapidus, Trustee, and he made oath in due form of law that the matters and facts stated in the aforegoing Petition are true and correct to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

ALICE F. HANDLEY NOTARY PUBLIC Baltimore Co., Md.

Alice F. Handley
Notary Public

My Commission expires:
July 1st, 1978

AMERICAN MORTGAGE COMPANY, INC. *	IN THE
*	CIRCUIT COURT
Vs. *	FOR
*	QUEEN ANNE'S COUNTY
KENT ISLAND LIMITED PARTNERSHIP, * A MARYLAND LIMITED PARTNERSHIP	Case No. 5944
AND PETER A. POWELL AND MARY ANNE * POWELL, His Wife. *	

* * * * * * * * * * * * * * * * * *

ORDER OF COURT

UPON the aforegoing Petition for Authority to Compensate Auctioneer and the affidavit thereon, it is this 27th day of April, 1977, by the Circuit Court for Queen Anne's County,

ORDERED that Michael Fox Auctioneers, Inc. be and it is hereby allowed commissions on the sale of said property as follows: Five percent (5%) of the first $1,000.00 of the selling price; Four percent (4%) of the next $1,500.00 of the selling price; Three percent (3%) of the next $2,500.00 of the selling price; Two and one half percent (2½%) of the next $20,000.00 of the selling price; and Two percent (2%) of the selling price in excess of $25,000.00.

B. Hackett Turner Jr.
JUDGE

FILED
APR 27 1977

E-118—1M—5-72.

LIBER 8 PAGE 566

AMERICAN MORTGAGE COMPANY, INC.

VS.

KENT ISLAND LIMITED PARTNERSHIP, A MARYLAND LIMITED PARTNERSHIP AND PETER A. POWELL AND MARY ANNE POWELL, ~~His Wife.~~

IN THE

Circuit Court for ~~Baltimore County~~ QUEEN ANNE'S COUNTY

IN EQUITY

CASE NO. 5944

AMENDED

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of AMERICAN MORTGAGE COMPANY, INC.

under the mortgage from KENT ISLAND LIMITED PARTNERSHIP AND PETER A. POWELL AND MARY ANNE POWELL, His Wife

to AMERICAN MORTGAGE COMPANY, INC.

dated the 1st day of July, 19 75, and recorded among the Land Records of ~~Baltimore County~~ Queen Anne's County in Liber CWC No. 95 Folio 327

Principal	$85,000.00
Interest from 10/1/76 to 2/1/77	4,250.00
Amount paid to Piney Narrows Treatment Plant	3,483.98
	$92,733.98
4/29/77 Paid to Piney Narrows Treatment Plant	2,734.23
AMENDED BALANCE NOW DUE	$95,468.21

Alvin M. Lapidus

FILED MAY 2 1977

STATE OF MARYLAND, COUNTY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 29th day of April in the year nineteen hundred and SEVENTY SEVEN, before me, the subscriber A Notary Public of the State of Maryland, in and for said County of ~~Baltimore~~ Queen Anne's, personally appeared Alvin M. Lapidus

the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Alice F. Handley

My Commission Expires 7/1/'78

Alice F. Handley

ALICE F. HANDLEY NOTARY PUBLIC Baltimore Co., Md.

STATEMENT OF MORTGAGE CLAIM

AMERICAN MORTGAGE COMPANY, INC.

vs.

KENT ISLAND LIMITED PARTNERSHIP, A MARYLAND LIMITED PARTNERSHIP AND PETER A. POWELL AND MARY ANNE POWELL, His Wife

IN THE

CIRCUIT COURT ~~No. 2~~

—OF—

~~EASTERN DISTRICT~~

QUEEN ANNE'S COUNTY

CASE NO. 5944

AMENDED

STATEMENT OF MORTGAGE DEBT

Principal	$ 85,000.00
Interest 10/1/76 to 6/1/77	7,650.00
2/15/77 paid to Piney Narrows Treatment Plant	3,483.98
Interest on this payment 2/15/77 to 6/1/77	121.80
4/29/77 paid to Piney Narrows Treatment Plant	2,734.23
Interest on above payment 4/29/77 to 6/1/77	27.34
5/10/77 Taxes paid to Queen Anne's County	1,348.85
Interest on above payment 5/10/77 to 6/1/77	8.80
BALANCE NOW DUE	$100,375.00

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 11th day of May in the year nineteen hundred and seventy-seven, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Lois F. Lapidus, Vice President of American Mortgage Company, Inc.

the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

FILED MAY 13 1977

As witness my hand and Notarial Seal,

Alice F. Handley

Notary Public.

ALICE F. HANDLEY NOTARY PUBLIC Baltimore Co., Md.

ORDER NISI ON SALE

AMERICAN MORTGAGE COMPANY, INC.
vs.
KENT ISLAND LIMITED PARTNERSHIP, a Maryland Limited Partnership and PETER A. POWELL and MARY ANNE POWELL, his wife
In The Circuit Court for Queen Anne's County
In Equity
Cause No. 5944

ORDERED, this 22nd day of April, 1977, that the sale of the real property, made and reported in this cause by Alvin M. Lapidus, Trustee, be ratified and confirmed, on or after the 23rd day of May, 1977, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 16th day of May, 1977.

The report states the amount of sales to be $128,000.00.

CHARLES W. CECIL
Clerk

Filed: April 22, 1977

4-27-3-R.O.

LIBER 8 PAGE 568 .....June 21..... 19.77.

THIS IS TO CERTIFY, That the annexed

..Order.NISI.on.Sale..... was inserted in the **QUEEN ANNE'S RECORD OBSERVER,** a newspaper printed and published in Queen Anne's County, Md., once in each of .....3..... successive weeks before the .....16th.. day of ...May..... 19.77..

BAY PUBLISHING CORPORATION
Publishers

By Regina K. Crossley

FILED
JUN 21 1977

AMERICAN MORTGAGE CO., INC.

VS.

KENT ISLAND LIMITED PARTNERSHIP, A MARYLAND LIMITED PARTNERSHIP AND PETER A. POWELL AND MARY ANNE POWELL, His Wife

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY
NO. 5944

****

FINAL ORDER OF RATIFICATION

Upon the aforegoing Report of Sale and Affidavits, it is ORDERED this 22nd day of June, 1977, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of Said court, that the sale made by Alvin M. Lapidus, Trustee, on the 12th day of April, 1977, and reported to this Court, be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as directed by the preceding Order Nisi; and the said Trustee is allowed the usual commissions under the rule of this Court and such proper expenses as he shall produce vouchers for to the Auditor.

B. Hackett Turner Jr.
JUDGE

FILED
JUN 22 1977

AMERICAN MORTGAGE COMPANY, INC.

VS.

KENT ISLAND LIMITED PARTNERSHIP, INC.

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY
CHANCERY
NO. 5944

PETITION TO PAY SURPLUS PROCEEDS
OF MORTGAGE FORECLOSURE SALE

* * * * * * *

TO THE HONORABLE THE JUDGES OF SAID COURT

The Petition of Vachel A. Downes, Jr., in proper person, unto your Honors respectfully represents:

1. That the Complainant herein did foreclosure a certain mortgage in these proceedings wherein Alvin M. Lapidus was appointed trustee for the purpose of making said sale and distributing the proceeds thereof under the direction of the Court.

2. That said foreclosure sale has been made and final settlement thereunder completed, and funds resulting therefrom are in the hands of said trustee.

3. That on May 18, 1977, in this Honorable Court, judgment in the sum of $11,000.00, and costs and interest, was entered in Law No. 3934 in favor of your Petitioner, Vachel A. Downes, Jr., against the Defendant, Kent Island Limited Partnership, as will more fully appear by reference to the proceedings in said Law No. 3934.

4. That your Petitioner does believe that surplus funds will result from the foreclosure sale of the lands of Kent Island Limited Partnership over and above those required to pay the mortgage debt, interest, costs, fees, commissions and expenses incident to said sale.

5. That your Petitioner does aver that he is entitled to receive from the equity of redemption or such surplus proceeds of sale an amount sufficient to satisfy his claim, in whole or in part, all as provided by Rule W 75 (a) of the Maryland Rules of Procedure and/or any local rules applicable thereunto.

WHEREFORE, your Petitioner does pray that the aforementioned surplus proceeds of sale or equity of redemption therein be distributed unto him in full or partial satisfaction of his judgment claim as provided by the rules of court.

AND AS IN DUTY BOUND, ETC.

Vachel A. Downes, Jr.
Petitioner

STATE OF MARYLAND

to wit:

COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, that on this 29th day of June, 1977, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Vachel A. Downes, Jr., and under the penalties of perjury did make oath in due form of law that the matters and facts set forth in the aforegoing Petition are ture and correct to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

I further certify that on this 29 day of June, 1977, that a copy of the aforegoing Petition and Affadavit were served on Alvin M. Lapidus, Trustee in said cause, by mailing the same to him on said date at his law office located at Suite 201 Hilton Plaza, Baltimore, Maryland 21208.

Vachel A. Downes, Jr.

AMERICAN MORTGAGE COMPANY, INC.

VS.

KENT ISLAND LIMITED PARTNERSHIP,
A MARYLAND LIMITED PARNTERSHIP,
AND PETER A. POWELL AND MARY ANNE
POWELL, his wife

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5944

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on July 15, 1977, 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:

Kent Island Limited Partnership
Peter A. Powell, general partner
109 Ninth Avenue
Runnemede, NJ 08708

Vachel A. Downes, Jr., Esquire
Lawyers Row
Centreville, MD 21617

Kent Island Limited Partnership
Investment Building
Suite 818
Towson, MD 21204

American Mortgage Company, Inc.
c/o Alvin M. Lapidus, Esquire
Lapidus and Lapidus
Suite 201 Hilton Plaza
Baltimore, MD 21208

Peter A. Powell and Mary Anne Powell
c/o Alvin M. Lapidus, Esquire
Lapidus and Lapidus
Suite 201 Hilton Plaza
Baltimore, MD 21208

Alvin M. Lapidus, Esquire
Lapidus and Lapidus
Suite 201 Hilton Plaza
Baltimore, MD 21208

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on July 15, 1977, with the Clerk of Court, Centreville, Maryland, and the exceptions to said audit must be filed on or before August 1, 1977, and that if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on August 2, 1977.

J. Thomas Clark
Auditor

FILED
JUL 15 1977

LIBER 8 PAGE 571

AMERICAN MORTGAGE COMPANY, INC.

vs.

KENT ISLAND LIMITED PARTNERSHIP
A MARYLAND LIMITED PARTNERSHIP,
AND PETER A. POWELL AND MARY ANNE
POWELL, his wife

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5944

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 Alvin M. Lapidus, Trustee named in Mortgage, wherein in appears that the proceeds of sale are sufficient to pay the mortgage with an excess in the amount of $12,692.62; $11,132.00 is payable to Vachel A. Downes, Jr., Esquire for the Judgment obtained on May 18, 1977, in the amount of $11,110.00 plus costs of $22.00 against Kent Island Limited Partnership and Powell Enterprises, Corporation; and the remaining $1,560.62 is payable to Kent Island Limited Partnership, a Maryland Limited Partnership and Peter A. Powell and Mary Anne Powell, his wife.

2. That in the within account of Alvin M. Lapidus, Trustee named in Mortgage, is charged with the proceeds of sale made by him, and he is allowed his commissions; the court costs is said sale, the premium on the surety bond filed in this cause, the costs of advertising the Notice of Sale and Order Nisi of said sale, the Auctioneer's commission, the sewer charges, the fee of your Auditor, and the balance was credited toward the mortgage indebtedness, with the excess to Vachel A. Downes, Jr. for the judgment obtained above in the amount of $11,132.00, and the balacne of $1,560.62. to Kent Island Limited Partnership and Peter A. Pwell and Mary Anne Powell, his wife. State and County taxes for the year 1976-1977 plus interest were paid.

Respectfully submitted,

July 15, 1977

J Thomas Clark
Auditor

FILED
JUL 15 1977

CAUSE NO. 5944

The proceeds of the sale of land reported in this cause, in account with Alvin M. Lapidus, Trustee of the Mortgage foreclosed in these proceedings (and vendor of said land)

CR.

1977 April, 22	By proceeds of the sale of land, per report of said vendor, to wit:----------	$128,000.00
	Interest at 6% from 4/12/77, 78 days at $20.22 per day	1,577.16
		$129,577.16

DR.

To Alvin M. Lapidus, Trustee named in Mortgage for		
1. Counsel fee provided in mortgage	$500.00	
2. Commission for making sale	6,550.00	$7,050.00
To Do, for an amount paid to Chales W. Cecil, Clerk for advanced court costs, per receipt exhibited, to wit:		50.00
To Do, for an amount owed Charles W. Cecil, Clerk, for additional costs		97.00
To Do, for an amount due Great American Insurance Company, a corporation of the State of Ohio, for the Trustee's bond in said sale		360.00
To Do, for an amount paid to the Sunpapers for advertising sale		379.14
To do, for an amount paid to the Washington Post for advertising sale		357.12
To do, of amounts paid to the Queen Anne's Record-Observer, to wit:		
1. Advertsing said sale	135.00	
2. Order of Nisi	22.50	157.50
To do, for amount paid the Salisbury Times for advertising said sale		81.20
To Do, for an amount paid Michael Fox, Auctioneer for his commission in crying said sale		2,745.00
To Do, for an amount paid Oscar A. Schulz, Treasurer, for State and County taxes for 1976-1977, Queen Anne's County, plus advertising and attornies' fees		1,348.85
To Do, for an amount paid Oscar A. Schulz, Treasurer, for State and County taxes, 80 days for 1977-1978, Queen Anne's County (on $1,218.00)		267.20

July 14, 1977

J Thomas Clark

To Do, for an amount paid Piney Narrows Treatment Plant for Sewer charges		$ 4,899.18	
To Do, for an amount due J. Thomas Clark, Auditor for			
1. staing this account	$55.00		
2. notifying parties	20.00	75.00	
To Do, for an amount owed American Mortgage Company for the full amount of the mortgage named herein		99,017.35	
To Do, for an amount due Vachel A. Downes, Jr., on judgment he has obtained against Kent Island Limited Partnership, a Maryland Limited Partnership, and Powell Enterprises Corporation, Peter A. Powell, general partner dated May 18, 1977, for			
1. amount of judgment	$11,000.00		
2. interest 5/18/77-7/15	110.00		
3. courts costs	22.00	11,132.00	
To Do, for the balance due to Kent Island Limited Partnership, a Maryland Limited Partnership, and Peter A. Powell and Mary Anne Powell, his wife		1,560.62	
		$129,577.16	$129,577.16

July 15, 1977

J Thomas Clark
Auditor

American Mortgage Company, Inc. *

vs. *

Kent Island Limited Partnership, A Maryland Limited Partnership and Peter A. Powell and Mary Anne Powell, his wife *

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

No. 5944

NISI RATIFICATION OF AUDIT

ORDERED this 15th day of July, 19 77, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 1st day of August, 19 77, unless cause to the contrary thereof be previously shown; provided notice is given in manner provided by Maryland Rule 595 g to persons entitled thereto.

Charles W. Cecil Clerk

Filed July 15, 1977

AMERICAN MORTGAGE COMPANY, INC.

VS.

KENT ISLAND LIMITED PARTNERSHIP, A MARYLAND LIMITED PARTNERSHIP, and PETER A. POWELL and MARY ANNE POWELL, his wife

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5944

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on July 20, 1977, the date the amended audit in the above-entitled cause was filed in this Court, that he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

Kent Island Limited Partnership
Peter A. Powell, General Partner
109 Ninth Avenue
Runnemede, NJ 08708

Kent Island Limited Partnership
Investment Building
Suite 818
Towson, MD 21204

Peter A. Powell and Mary Anne Powell
c/o Alvin M. Lapidus, Esquire
Lapidus and Lapidus
Suite 201 Hilton Plaza
Baltimore, MD 21208

Vachel A. Downes, Jr., Esquire
Lawyers Row
Centreville, MD 21617

American Mortgage Company, Inc.
c/o Alvin M. Lapidus, Esquire
Lapidus and Lapidus
Suite 201 Hilton Plaza
Batlimore, MD 21208

Alvin M. Lapidus, Esquire
Lapidus and Lapidus
Suite 201 Hilton Plaza
Baltimore, MD 21208

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on July 20, 1977, with the Clerk of Court, Centreville, Maryland, and the exceptions to said amended audit must be filed on or before August 4, 1977, and that if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on August 5, 1977.

July 20, 1977

J. Thomas Clark
Audtior

FILED
JUL 20 1977

AMERICAN MORTGAGE COMPANY, INC.

VS.

KENT ISLAND LIMITED PARTNERSHIP, A MARYLAND LIMITED PARTNERSHIP, AND PETER A. POWELL and MARY ANNE POWELL, his wife

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5944

TO THE HONORABLE, THE JUDGE OF SAID COURT:

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

1. That this Account is stated at the request of Alvin M. Lapidus, Trustee named in Mortgage, wherein it appears that the proceeds of sale are sufficient to pay the mortgage with an excess in the amount of $11,649.86; $11,132.00 is payable to Vachel A. Downes, Jr., Esquire, for the Judgment obtained on May 18, 1977, in the amount of $11,000.00, plus $110.00 interest, plus court costs of $22.00, against Kent Island Limited Partnership and Powell Enterprises Corporation; and $517.86 is payable to Kent Island Limited Partnership, a Maryland Limited Partnership, and Peter A. Powell and Mary Anne Powell, his wife.

2. That in the within account of Alvin M. Lapidus, Trustee named in Mortgage, is charged with the proceeds of sale made by him, and he is allowed his commissions; the court costs of said sale, the prmium on the surety bond filed in this cause, the costs of advertising the Notice of sale and Order Nisi of said sale, the Auctioneer's commission, the sewer charges, the fee of your Auditor, and the balance was credited toward the mortgage indebtedness, with $11,132.00 of the balance payable to Vachel A. Downes, Jr., for the judgment obtained above; and $517.86 payable to Kent Island Limited Partnership and Peter A. Powell and Mary Anne Powell, his wife. State and County taxes for the year 1976-1977 plus interest were paid.

Respectfully submitted,

July 20, 1977

J. Thomas Clark
Auditor

FILED
JUL 20 1977

CAUSE NO. 5944

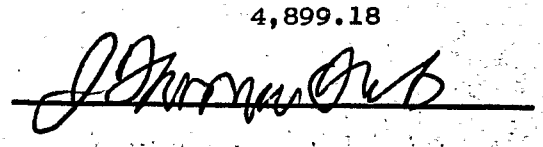
The proceeds of the sale of land reported in this cause, in account with Alvin M. Lapidus, Trustee of the Mortgage foreclosed in these proceedings (and vendor of said land)

CR.

1977 April, 22	By proceeds of the slae of land, per report of said vendor, to wit:----------	$128,000.00
	State and County taxes paid to Oscar A. Schulz, 80 days for 1977-1978, Queen Anne's County (on $1,218.00)	267.20
	Interest at 6% from 4/12/77, 78 days at $20.22 per day	1,577.16
		$129,844.36

DR.

To Alvin M. Lapid,s Trustee named in Mortgage for		
1. Counsel fee provided in mortgage	$ 500.00	
2. Commission for making sale	6,550.00	$7,050.00
To Do, for an amount paid to Charles W. Cecil, Clerk, for advanced court costs, per receipt exhibited, to wit:		50.00
To Do, for an amount owed Charles W. Cecil, Clerk, for additional costs		97.00
To Do, for an amount due Great American Insurance Company, a corporation of the State of Ohio, for the Trustee's bond in said sale		360.00
To Do, for an amount paid to the Sunpapers for advertising sale		379.14
To Do, for amount paid to the Washington Post for advertising sale		357.12
To Do, for amounts paid to the Queen Anne's Record-Observer, to wit:		
1. Advertising said sale	135.00	
2. Order of Nisi	22.50	157.50
To Do, for amount paid the Salisbury Times for advertising said sale		81.20
To Do, for an amount paid Michael Fox, Auctioneer for his commission in crying said sale		2,745.00
To Do, for an amount paid Oscar A. Schulz, Treasurer, for Sate and County Taxes for 1976-1977, Queen Anne's County, plus advertising and attornies' fees		1,081.65
To Do, for an amount paid Piney Narrows Treatment Plant for Sewer Charges		4,899.18



July 20, 1977

To Do, for an amount due J. Thomas Clark, Auditor for			
1. stating this account	$55.00		
2. notifying parties	20.00	$	75.00
To Do, for an amount owed American Mortgage Company, Inc., for the full amount of the mortgage plus interest named herein			100,594.51
To Do, for an amount due Vachel A. Downes, Jr., on judgement he has obtained against Kent Island Limited Partnership, a Maryland Limited Partnership, and Powell Enterprises Corporation, Peter A. Powell, general partner, dated May 18, 1977, for			
1. amount of judgment	$11,000.00		
2. interest 5/18/77-7/20/77	110.00		
3. court costs	22.00		11,132.00
To Do, for amount due to Kent Island Limited Partnership, a Maryland Limited Partnership, and Peter A. Powell and Mary Anne Powell, his wife			517.86
			$129,577.16
			$129,844.36
To Do, for an amount paid for state and county taxes by Vachel A. Downes, Jr., to Oscar A. Shculz, 80 days for 1977-78, Queen Anne's County			267.20
			$129,844.36

July 20, 1977

J. Thomas Clark

Auditor

American Mortgage Company, Inc.	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
	*	No. 5944
Kent Island Limited Partnership, A Maryland Limited Partnership, and Peter A. Powell and Mary Anne Powell, his wife	*	

NISI RATIFICATION OF AUDIT

ORDERED this 20th day of July, 19 77, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 5th day of August, 19 77, unless cause to the contrary thereof be previously shown; provided notice is given in manner provided by Maryland Rule 595 g to persons entitled thereto.

Charles H. Coil Clerk
m.m.

Filed July 20, 1977

AMERICAN MORTGAGE CO., INC.	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
	*	No. 5944
KENT ISLAND LIMITED PARTNERSHIP, et al.	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 5th day of August, 19 77, by the Court that the account of the Auditor is finally ratified and confirmed, and Alvin M. Lapidus, ~~Assignee~~/Trustee, is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Charles H. Coil Clerk
8me

Filed August 5, 1977

IN THE MATTER OF THE TAX SALES *
IN QUEEN ANNE'S COUNTY, MARYLAND,
FOR THE YEAR 1977, OF PROPERTIES*
ASSESSED TO THE FOLLOWING:
RICHARD R. PARHAM; WILLIAM H. SR* IN
AND JOANNE ERVIN; WILLIAM H. SR.
AND JOANNE ERVIN; WILLIAM H. SR.* THE
AND JOANNE ERVIN; WILLIAM H. SR.
AND JOANNE ERVIN; GLEN R. AND *
DONNA HAMMERBACHER; ROBERT E. JR.
AND WANDA KELLEY; HOWARD WOOD, * CIRCUIT COURT
3RD.; ATLANTIC COAST EQUITIES,
INC.; ALBERT AND JOAN BROWN; * FOR
DAVID DUDLEY AND THOMAS EGEBERG;
DAVID DUDLEY AND THOMAS EGEBERG;*
CALVIN H. AND PHYLLIS DUNCAN;
STANLEY A. AND JEWELL ENGLE; * QUEEN ANNE'S COUNTY
FIRST FIDELITY SAVINGS AND LOAN
ASSOC.; FIRST FIDELITY SAVINGS *
AND LOAN ASSOC.; CHARLES E. AND IN EQUITY
FLORENCE FISHER; NELSON F. AND *
YVONNE HENSLEY; ROBERT F. HICKS,
JR.; RALPH AND WINIFRED KENDALL;*
JOSEPH W. KREMPA; FRED LEWIS,
JR.; JOHN W. MACKENZIE; FRANK *
J. AND CONSTANCE NORWICZ; JAMES
AND EVELYN PYLES; QUAIL REALTY * NO. 5996
ET AL; QUAIL REALTY ET AL; EMIL
SCHOTT AND RUEITH C. FAYE; *
CALVIN P. AND MARY STOWERS;
ROBERT WOLCOTT; DIETER E. *
ZANLEONI; FRANK G. BALDWIN,
TRUSTEE; SAMUEL JR. AND CARRIE *
BEACH; FREDERICK F. AND HELEN
SIMMONS; THERESA WILLIAMS; *
CHARLES ELWOOD SENEY; BERNICE
P. WILSON; GEORGE L. AND LINDA *
LOCKWOOD; CHARLES O. AND CAROLYN
MESSER; WICOMICO MODULAR HOMES *
CORP.; WICOMICO MODULAR HOMES
CORP.; WICOMICO MODULAR HOMES *
CORP.
*

* * * * *

REPORT OF TAX SALES

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Record 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 1976-1977 there were

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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 place 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, a newspaper printed and published and of general circulation in Queen Anne's County, once in each of two successive weeks, between the 15th day of February and the 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 delinquents thereto appended that unless payment be made in full of said taxes, together with all interest and costs accrued thereon to the date of payment on or before the 10th day of April, 1977, 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, 1977, the same would be collected by process of law.

5. That the said County Treasurer did cause to be published in the Queen Anne's Record Observer, a newspaper printed and published and of general circulation in Queen Anne's County, for three successive weeks prior to the third Tuesday in May, a list of all delinquents assessed with real estate, giving the names of the persons assessed, a brief description of the property and the district of its location, together with the amount of taxes in arrears thereon, including all taxes on 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, 1977, 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 17, 1977, at 10:00 a.m. (D.S.T.) in front of the Court House Door, Centreville, Maryland, under the

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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 Barclay, being designated as Parcel 44, Block 23, on Map 19, Queen Anne's County Tax Maps, consisting of 26 acres of land, more or less. Assessed value $3,675.00, assessed to Richard R. Parham for $74.60 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 74.60
Interest	3.98
Advertising	17.00
Attorney	15.00
Auctioneer	7.50
Notary Public	2.00
	$ 120.08
5% Treasurer's Commission	140.00
	$ 260.08

The property was sold to Charles M. Wilson and Helen E. Pardee at and for the sum of Two Thousand Eight Hundred Dollars ($2,800.00) they being then and there the highest bidders 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 as Lots 243-244 Chester Harbor, being designated as Parcel 46, Block O on Map 10, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value $911.00, assessed to William H. Sr. and Joanne Ervin for $18.50 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 18.50
Interest	.98
Advertising	17.00
Attorney	15.00
Auctioneer	7.50
Notary Public	2.00
	$ 60.98
5% Treasurer's Commission	105.00
	$ 165.98

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The property was sold to Leon Chernoff at and for the sum of Two Thousand One Hundred Dollars ($2,100.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Second Election District of Queen Anne's County, Maryland, located as 241-242 Chester Harbor, being designated as Parcel 46, Block O, on Map 10, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value $911.00, assessed to William H. Sr. and Joanne Ervin for $18.50 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$ 18.50
Interest- -	.98
Advertising -	17.00
Attorney- -	15.00
Auctioneer- -	7.50
Notary Public -	2.00
	$ 60.98
5% Treasurer's Commission - - - - - - - - - - - -	120.00
	$ 180.98

The property was sold to Leon Chernoff at and for the sum of Two Thousand Four Hundred Dollars ($2,400.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Second Election District of Queen Anne's County, Maryland, located Lots 245-246 Chester Harbor, being designated as Parcel 46, Block O, on Map 10, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value $911.00, assessed to William H. Sr. and Joanne Ervin for $18.50 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$ 18.50
Interest- -	.98
Advertising -	17.00
Attorney- -	15.00
Auctioneer- -	7.50
Notary Public -	2.00
	$ 60.98
5 % Treasurer's Commission- - - - - - - - - - - -	130.00
	$ 190.98

The property was sold to C. M. Wilson and Helen E. Pardee at and for the sum of Two Thousand Six Hundred Dollars ($2,600.00) they being then and there the highest bidders thereof.

ALL that lot or parcel of land lying and being in the Second Election District of Queen Anne's County, Maryland, located Lots 239-240 Chester Harbor, being designated as Parcel 46, Block O, on Map 10, Queen Anne's County Tax Maps, consisting

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of 2 lots and improvements. Assessed value $6,921.00, assessed to William H. Sr. and Joanne Ervin for $140.50 taxes in arrears plus interest, costs, andexpenses to day of sale.

Taxes -	$ 140.50
Interest- -	7.50
Advertising -	17.00
Attorney- -	15.00
Auctioneer- -	7.50
Notary Public -	2.00
	$ 189.50
5% Treasurer's Commission - - - - - - - - - - - -	340.00
	$ 529.50

The property was sold to Leon Chernoff at and for the sum of Six Thousand Eight Hundred Dollars ($6,800.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Second Election District of Queen Anne's County, Maryland, located Lot 59 Sarah Skipper lands, being designated as Parcel 127, Block 17, on Map 9, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $17,773.00, assessed to Glen R. and Donna Hammerbacher for $360.79 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$ 360.79
Interest- -	19.23
Advertising -	17.00
Attorney- -	15.00
Auctioneer- -	7.50
Notary Public -	2.00
	$ 421.52
5% Treasurer's Commission - - - - - - - - - - - -	500.00
	$ 921.52

The property was sold to William R. Wilson, III,at and for the sum of Ten Thousand Dollars ($10,000.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Second Election District of Queen Anne's County, Maryland, located Lots 641 and 642 Chester Harbor, being designated as Parcel 46, Block O, on Map 10, Queen Anne's County Tax Maps, consisting of 2 lots and improvements. Assessed value $11,840.00, assessed to Robert E. Jr. and Wanda Kelley for $240.35 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$ 240.35
Interest- -	12.81
Advertising -	17.00
Attorney- -	15.00
Auctioneer- -	7.50

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Notary Public - - - - - - - - - - - - - - - - - -	$ 2.00
	$ 294.66
5% Treasurer's Commission - - - - - - - - - - -	400.00
	$ 694.66

The property was sold to Robert Wolcott at and for the sum of Eight Thousand Dollars ($8,000.00) 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 on Burrisville Road, being designated as Parcel 70, Block 17, on Map 28, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less. Assessed value $235.00, assessed to Howard Wood, 3rd, for $4.77 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$ 4.77
Interest- -	.25
Advertising - - - - - - - - - - - - - - - - - - -	17.00
Attorney- -	15.00
Auctioneer- - - - - - - - - - - - - - - - - - - -	7.50
Notary Public - - - - - - - - - - - - - - - - - -	2.00
	$ 46.52
5% Treasurer's Commission - - - - - - - - - - -	17.50
	$ 64.02

The property was sold to Robert D. and Patricia Meyers at and for the sum of Three Hundred Fifty Dollars ($350.00) they being then and there the highest bidders 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 Parcel A, Plat 1 Shipping Creek, being designated as Parcel 149, Block 21, on Map 63, Queen Anne's County Tax Maps, consisting of 8 acres of land, more or less. Assessed value $1,290.00, assessed to Atlantic Coast Equities, Inc. for $26.19 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$ 26.19
Interest- -	1.40
Advertising - - - - - - - - - - - - - - - - - - -	17.00
Attorney- -	15.00
Auctioneer- - - - - - - - - - - - - - - - - - - -	7.50
Notary Public - - - - - - - - - - - - - - - - - -	2.00
	$ 69.09

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5% Treasurer's Commission - - - - - - - - - - -	$ 45.00
	$ 114.09

The property was sold to Charles E. Anthony, Jr. 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 on Cox Neck Road, being designated as Parcel 42, Block 1, on Map 64, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $317.00, assessed to Albert and Joan Brown for $6.44 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$ 6.44
Interest- -	.34
Advertising - - - - - - - - - - - - - - - - - - -	17.00
Attorney- -	15.00
Auctioneer- - - - - - - - - - - - - - - - - - - -	7.50
Notary Public - - - - - - - - - - - - - - - - - -	2.00
	$ 48.28
5% Treasurer's Commission - - - - - - - - - - -	35.00
	$ 83.28

The property was sold to Charles E. Owens 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 Lot 14, Block N. Tower Gardens, being designated on Map 76, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $2,135.00, assessed to David Dudley and Thomas Egeberg for $43.34 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$ 43.34
Interest- -	2.31
Advertising - - - - - - - - - - - - - - - - - - -	17.00
Attorney- -	15.00
Auctioneer- - - - - - - - - - - - - - - - - - - -	7.50
Notary Public - - - - - - - - - - - - - - - - - -	2.00
	$ 87.15
5% Treasurer's Commission - - - - - - - - - - -	52.50
	$ 139.65

The property was sold to George W. Aldridge at and for the sum of One Thousand Fifty Dollars ($1,050.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the

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Fourth Election District of Queen Anne's County, Maryland, located Lot 1, Block P Tower Gardens, being designated on Map 76, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $900.00, assessed to David Dudley and Thomas Egeberg for $18.27 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 18.27
Interest	.97
Advertising	17.00
Attorney	15.00
Auctioneer	7.50
Notary Public	2.00
	$ 60.74
5% Treasurer's Commission	25.00
	$ 85.74

The property was sold to Harry Reynolds, Jr. 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 Fourth Election District of Queen Anne's County, Maryland, located near Stevensville, being designated as Parcel 194, Block 6, on Map 56, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $15,377.00, assessed to Calvin H. and Phyllis Duncan for $312.16 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 312.16
Interest	16.64
Advertising	17.00
Attorney	15.00
Auctioneer	7.50
Notary Public	2.00
	$ 370.30
5% Treasurer's Commission	500.00
	$ 870.30

The property was sold to Robert Wolcott at and for the sum of Ten Thousand Dollars ($10,000.00) 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 Lots 1-2-44-45, Block CC, Plat 6 Cloverfields, being designated on Map 49, Queen Anne's County Tax Maps, consisting of 4 lots. Assessed value $2,329.00, assessed to Stanley A. and Jewell Engle for $47.28 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 47.28
Interest	2.50
Advertising	17.00

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Attorney- -	$ 15.00
Auctioneer- -	7.50
Notary Public - - - - - - - - - - - - - - - - - - -	2.00
	$ 91.28
5% Treasurer's Commission - - - - - - - - - - - -	190.00
	$ 281.28

The property was sold to Mary E. Daniels at and for the sum of Three Thousand Eight Hundred Dollars ($3,800.00) 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 9, Block 28, Section 2, Bay City, being designated on Map 56, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $748.00,assessed to First Fidelity Savings and Loan Assoc. for $15.18 taxes in arrears plus interest, costs, and expensesto day of sale.

Taxes -	$ 15.18
Interest- -	.80
Advertising -	17.00
Attorney- -	15.00
Auctioneer- -	7.50
Notary Public - - - - - - - - - - - - - - - - - - -	2.00
	$ 57.48
5% Treasurer's Commission - - - - - - - - - - - -	45.00
	$ 102.48

The property was sold to George W. Aldridge 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 23, Block 37, Section 2, Bay City, being designated on Map 56, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $203.00, assessed to First Fidelity Savings and Loan Assoc. for $4.12 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$ 4.12
Interest- -	.22
Advertising -	17.00
Attorney- -	15.00
Auctioneer- -	7.50
Notary Public - - - - - - - - - - - - - - - - - - -	2.00
	$ 45.84
5% Treasurer's Commission - - - - - - - - - - - -	5.00
	$ 50.84

The property was sold to Mary E. Daniels at and for the sum of One Hundred Dollars ($100.00) she being then and there the highest bidder thereof.

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ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located near Stevensville, being designated as Parcel 89, Block 24, on Map 48, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $14,803.00, assessed to Charles E. and Florence Fisher for $176.67 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 176.67
Interest	4.42
Advertising	17.00
Attorney	15.00
Auctioneer	7.50
Notary Public	2.00
	$ 222.59
5% Treasurer's Commission	250.00
	$ 472.59

The property was sold to William R. Wilson, III, at and for the sum of Five Thousand Dollars ($5,000.00) 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 15, Block Q, Section O, Kent Island Estates, being designated on Map 70, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $680.00, assessed to Nelson F. and Yvonne Hensley for $13.80 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 13.80
Interest	.74
Advertising	17.00
Attorney	15.00
Auctioneer	7.50
Notary Public	2.00
	$ 56.04
5% Treasurer's Commission	25.00
	$ 81.04

The property was sold to Eugene Deems, Jr. 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 Fourth Election District of Queen Anne's County, Maryland, located Lots 6 and 8, Block 1A, Kentmoor, being designated on Map 70, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value $1,688.00, assessed to Robert F. Hicks, Jr. for $34.26 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 34.26

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Interest- -	$ 1.82
Advertising -	17.00
Attorney- -	15.00
Auctioneer- -	7.50
Notary Public - - - - - - - - - - - - - - - - - - -	2.00
	$ 77.58
5% Treasurer's Commission - - - - - - - - - - -	90.00
	$ 167.58

The property was sold to Mary E. Daniels at and for the sum of One Thousand Eight Hundred Dollars ($1,800.00) 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 8, Block V, Plat 1 Cloverfields, being designated on Map 49, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $730.00, assessed to Ralph and Winifred Kendall for $14.82 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$ 14.82
Interest- -	.79
Advertising -	17.00
Attorney- -	15.00
Auctioneer- -	7.50
Notary Public - - - - - - - - - - - - - - - - - - -	2.00
	$ 57.11
5% Treasurer's Commission - - - - - - - - - - -	25.00
	$ 82.11

The property was sold to Harry Reynolds, Jr. 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 Fourth Election District of Queen Anne's County, Maryland, located Lot 7, Block 8, Section 1, Romancoke, being designated on Map 76, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $1,149.00, assessed to Joseph W. Krempa for $23.32 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$ 23.32
Interest- -	1.24
Advertising -	17.00
Attorney- -	15.00
Auctioneer- -	7.50
Notary Public - - - - - - - - - - - - - - - - - - -	2.00
	$ 66.06
5% Treasurer's Commission - - - - - - - - - - -	70.00
	$ 136.06

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The property was sold to William and Mary Tugwell at and for the sum of One Thousand Four Hundred Dollars ($1,400.00) they being then and there the highest bidders thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Batts Neck Road near Stevensville, being designated as Parcel 53, Block 8, on Map 63, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $195.00, assessed to Fred Lewis, Jr. for $3.96 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 3.96
Interest	.22
Advertising	17.00
Attorney	15.00
Auctioneer	7.50
Notary Public	2.00
	$ 45.68
5% Treasurer's Commission	10.00
	$ 55.68

The property was sold to William E. and Mary E. Tugwell at and for the sum of Two Hundred Dollars ($200.00) they being then and there the highest bidders thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 1, Block R, Section 2, Romancoke, being designated on Map 76, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $832.00, assessed to John W. MacKenzie for $16.89 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 16.89
Interest	.90
Advertising	17.00
Attorney	15.00
Auctioneer	7.50
Notary Public	2.00
	$ 59.29
5% Treasurer's Commission	60.00
	$ 119.29

The property was sold to Eugene Deems, Jr. at and for the sum of One Thousand Two Hundred Dollars ($1,200.00) 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 17, Block C. Section 2, Kent Island Estates, being designated on Map 70, Queen Anne's County Tax Maps, consisting on 1 lot. Assessed value $840.00, assessed to Frank J. and Constance Norwicz

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for $17.05 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$ 17.05
Interest- -	.91
Advertising -	17.00
Attorney- -	15.00
Auctioneer- -	7.50
Notary Public -	2.00
	$ 59.46
5% Treasurer's Commission - - - - - - - - - - - -	30.00
	$ 89.46

The property was sold to Mary E. Daniels at and for the sum of Six Hundred Dollars ($600.00) 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 Lots 9 and 11, Block T, Section 3, Kent Island Estates, being designated on Map 70, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value $1,545.00, assessed to James and Evelyn Pyles for $31.36 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$ 31.36
Interest- -	1.67
Advertising -	17.00
Attorney- -	15.00
Auctioneer- -	7.50
Notary Public -	2.00
	$ 74.53
5% Treasurer's Commission - - - - - - - - - - - -	135.00
	$ 209.53

The property was sold to Charles E. Anthony, Jr. at and for the sum of Two Thousand Seven Hundred Dollars ($2,700.00) 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 Lot 15, Block R, Harbor View, being designated on Map 57, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $250.00, assessed to Quail Realty, et al, for $5.08 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$ 5.08
Interest- -	.27
Advertising -	17.00
Attorney- -	15.00
Auctioneer- -	7.50
Notary Public -	2.00
	$ 46.85

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5% Treasurer's Commission - - - - - - - - - - -	$ 20.00
	$ 66.85

The property was sold to Oscar A. Schulz 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 1, Block V, Harbor View, being designated on Map 57, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $833.00, assessed to Quail Realty, et al, for $16.91 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$ 16.91
Interest- -	.90
Advertising - - - - - - - - - - - - - - - - - - -	17.00
Attorney- -	15.00
Auctioneer- - - - - - - - - - - - - - - - - - - -	7.50
Notary Public - - - - - - - - - - - - - - - - - -	2.00
	$ 59.31
5% Treasurer's Commission - - - - - - - - - - -	35.00
	$ 94.31

The property was sold to Oscar A. Schulz 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 Lot 18, Block E, Section 1, Kent Island Estates, being designated on Map 70, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $1,706.00, assessed to Emil Schott and Rueith C. Faye for $34.63 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$ 34.63
Interest- -	1.85
Advertising - - - - - - - - - - - - - - - - - - -	17.00
Attorney- -	15.00
Auctioneer- - - - - - - - - - - - - - - - - - - -	7.50
Notary Public - - - - - - - - - - - - - - - - - -	2.00
	$ 77.98
5% Treasurer's Commission - - - - - - - - - - -	240.00
	$ 317.98

The property was sold to Alfred and Helen Pulaski at and for the sum of Four Thousand Eight Hundred Dollars ($4,800.00) they being then and there the highest bidders thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland,

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located on Cox Neck Road near Chester, being designated as Parcel 128, Block 20, on Map 57, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $12,774.00, assessed to Calvin P. and Mary Stowers for $259.31 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	259.31
Interest		13.82
Advertising		17.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	314.63
5% Treasurer's Commission		200.00
	$	514.63

The property was sold to William R. Wilson, III, at and for the sum of Four Thousand Dollars ($4,000.00) 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 17, Block FF, Plat 6, Cloverfields, being designated on Map 49, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $552.00, assessed to Robert Wolcott for $11.21 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	11.21
Interest		.59
Advertising		17.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	53.30
5% Treasurer's Commission		37.50
	$	90.80

The property was sold to Harry Reynolds, Jr. at and for the sum of Seven Hundred Fifty Dollars ($750.00) 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 Lots 35 and 37, Block U, Section 3, Kent Island Estates, being designated on Map 70, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value $626.00, assessed to Dieter E. Zanleoni for $12.71 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	12.71
Interest		.68
Advertising		17.00

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Attorney- -	$ 15.00
Auctioneer- -	7.50
Notary Public - - - - - - - - - - - - - - - - - - -	2.00
	$ 54.89
5% Treasurer's Commission - - - - - - - - - - -	55.00
	$ 109.89

The property was sold to Eugene F. Deems, Jr. at and for the sum of One Thousand One Hundred Dollars ($1,100.00) 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 Scottown Lane near Wye Mills, being designated as Parcel 43, Block 14, on Map 60, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less. Assessed value $141.00, assessed to Frank G. Baldwin, Jr.,Trustee, for $2.86 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$ 2.86
Interest- -	.16
Advertising -	17.00
Attorney- -	15.00
Auctioneer- -	7.50
Notary Public - - - - - - - - - - - - - - - - - - -	2.00
	$ 44.52
5% Treasurer's Commission - - - - - - - - - - -	20.00
	$ 64.52

The property was sold to Oscar A. Schulz 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 Fifth Election District of Queen Anne's County, Maryland, located Melvin Lane, Grasonville, being designated as Parcel 240, Block 22, on Map 58, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $7,253.00, assessed to Samuel J. and Carrie Beach for $147.23 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$ 147.23
Interest- -	7.85
Advertising -	17.00
Attorney- -	15.00
Auctioneer- -	7.50
Notary Public - - - - - - - - - - - - - - - - - - -	2.00
	$ 196.58
5% Treasurer's Commission - - - - - - - - - - -	100.00
	$ 296.58

The property was sold to William R. Wilson, III, at and for the sum of Two Thousand Dollars ($2,000.00) he being then and there the highest bidder thereof.

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ALL that lot or parcel of land lying and being in the Fifth Election District of Queen Anne s County, Maryland, located near Grasonville, being designated as Parcel 399, Block 22, on Map 58, Queen Anne's County Tax Maps consisting of a lot and improvements. Assessed value $4,150.00, assessed to Frederick F. and Helen Simmons for $84.25 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 84.25
Interest	4.50
Advertising	17.00
Attorney	15.00
Auctioneer	7.50
Notary Public	2.00
	$ 130.25
5% Treasurer's Commission	125.00
	$ 255.25

The property was sold to Robert Wolcott at and for the sum of Two Thousand Five Hundred Dollars ($2,500.00) he 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 526, Block 17, on Map 58, Queen Anne's County Tax Maps consisting of a lot. Assessed value $313.00, assessed to Theresa Williams for $6.35 taxes in arrears plus interest costs, and expenses to day of sale.

Taxes	$ 6.35
Interest	.34
Advertising	17.00
Attorney	15.00
Auctioneer	7.50
Notary Public	2.00
	$ 48.19
5% Treasurer's Commission	25.00
	$ 73.19

The property was sold to Eugene F. Deems, Sr. at and for the sum of Five Hundred Dollars ($500.00) he being then and there the highest bidder thereof.

SIXTH DISTRICT

ALL that lot or parcel of land lying and being in the Sixth Election District of Queen Anne's County, Maryland, located Route 405, near Centreville, being designated as Parcel 30, Block 11, on Map 37, Queen Anne's County Tax Maps, consisting of 10 acres of land, more or less and improvements. Assessed value $685.00, assessed to Charles Elwood Seney for $13.91 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 13.91
Interest	.74
Advertising	17.00
Attorney	15.00
Auctioneer	7.50
Notary Public	2.00
	$ 56.15

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5% Treasurer's Commission- - - - - - - - - - - -	$ 220.00
	$ 276.15

The property was sold to Milford and Alice Usilton at and for the sum of Four Thousand Four Hundred Dollars ($4,400.00) they being then and there the highest bidders thereof.

ALL that lot or parcel of land lying and being in the Sixth Election District of Queen Anne's County, Maryland, located near Starr, being designated as Parcel 62, Block 4, on Map 61, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $2,280.00, assessed to Bernice P. Wilson for $46.28 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$ 46.28
Interest- -	2.47
Advertising -	17.00
Attorney- -	15.00
Auctioneer- -	7.50
Notary Public - - - - - - - - - - - - - - - - - - -	2.00
	$ 90.25
5% Treasurer's Commission - - - - - - - - - - - -	25.00
	$ 115.25

The property was sold to Allan Goldstein at and for the sum of Five Hundred Dollars ($500.00) he 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 McGinnis Corner, being desiganted as Parcel 180, Block 21, on Map 5, Queen Anne's County Tax Maps, consisting of 2 acres of land, more or less and improvements. Assessed value $8,169.00, assessed to George L. and Linda Lockwood for $168.13 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$ 168.13
Interest- -	8.96
Advertising -	17.00
Attorney- -	15.00
Auctioneer- -	7.50
Notary Public - - - - - - - - - - - - - - - - - - -	2.00
	$ 218.59
5% Treasurer's Commission - - - - - - - - - - - -	275.00
	$ 493.59

The property was sold to C. M. Wilson and Helen E. Pardee at and for the sum of Five Thousand Five Hundred Dollars ($5,500.00) they being then and there the highest bidders thereof.

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ALL that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located near McGinnis Corner, being designated as Parcel 91, Block 19, on Map 5, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $4,222.00, assessed to Charles O. and Carolyn Messer for $88.01 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$ 88.01
Interest- -	4.69
Advertising - - - - - - - - - - - - - - - - - - -	17.00
Attorney- -	15.00
Auctioneer- - - - - - - - - - - - - - - - - - - -	7.50
Notary Public - - - - - - - - - - - - - - - - - -	2.00
	$ 134.20
5% Treasurer's Commission - - - - - - - - - - -	150.00
	$ 284.20

The property was sold to William R. Wilson, III, at and for the sum of Three Thousand Dollars ($3,000.00) 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 2 lots. Assessed value $1,200.00, assessed to Wicomico Modular Homes Corp. for $95.16 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$ 95.16
Interest- -	5.07
Advertising - - - - - - - - - - - - - - - - - - -	17.00
Attorney- -	15.00
Auctioneer- - - - - - - - - - - - - - - - - - - -	7.50
Notary Public - - - - - - - - - - - - - - - - - -	2.00
	$ 141.73
5% Treasurer's Commission - - - - - - - - - - -	100.00
	$ 241.73

The property was sold to James Williams at and for the sum of Two Thousand Dollars ($2,000.00) 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 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 1 lot. Assessed value $600.00, assessed to Wicomico Modular Homes Corp. for $47.59 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$ 47.59

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Interest- -	$ 2.54
Advertising -	17.00
Attorney- -	15.00
Auctioneer- -	7.50
Notary Public - - - - - - - - - - - - - - - - - - -	$ 2.00
	$ 91.63
5% Treasurer's Commission - - - - - - - - - - - -	35.00
	$ 126.63

The property was sold to James Williams 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 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 1 lot. Assessed value $600.00, assessed to Wicomico Modular Homes Corp. for $47.59 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$ 47.59
Interest- -	2.54
Advertising -	17.00
Attorney- -	15.00
Auctioneer- -	7.50
	$ 91.63
5% Treasurer's Commission - - - - - - - - - - - -	65.00
	$ 156.63

The property being sold to Evelyn Mabin at and for the sum of One Thousand Three Hundred Dollars ($1,300.00) she 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 31st day of May, 1977, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
758-0877

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, 1978

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617

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LIBER 8 PAGE 602 ..June 1..... 1977..

THIS IS TO CERTIFY, That the annexed

.Queen.Anne's.Co..Tax.Sales... was inserted in the **QUEEN ANNE'S RECORD OBSERVER,** a newspaper printed and published in Queen Anne's County, Md., once in each of .....3..... successive weeks before the ....17th... day of .May..... 1977..

BAY PUBLISHING CORPORATION
Publishers

By .Regina.K.Crossley

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 year 1973-74-74-75-75-76-76-77 thru June 30, 1977 inclusive, there will be added to each of the following amounts, interest, fees and costs.

Unless payment be made in full of said taxes together with all interests and costs accrued thereon before the third Tuesday in May of 1977 to wit:

TUESDAY
MAY 17, 1977

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.

No. 14

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 44, Block 14, on Map 20, Queen Anne's County Tax Maps, consisting of 15 acres of land, more or less and improvements. Assessed value $1470, assessed to John J. and Margaret E. Clough for $29.84 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 1st Election District of Queen Anne's County, Maryland, located near Templeville being designated as Parcel 76, Block 14, on Map 20, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $330, assessed to John J. and Margaret Clough for $6.70 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 1st Election District of Queen Anne's County, Maryland, located Lots 14 and 15, Stafford Lands being designated as Parcel 51, Block 7, on Map 14, Queen Anne's County Tax Maps, consisting of 2 lots and improvements. Assessed value $11,702, assessed to Lewis F. and Rose Ann Coleman for $237.55 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 1st Election District of Queen Anne's County, Maryland, located near Templeville being designated as Parcel 72, Block 15, on Map 20, Queen Anne's County Tax Maps, consisting of 20 acres of land, more or less and improvements. Assessed value $5764, assessed to Grace B. Demby for $117.01 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 44

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 16, Block, 15, on Map 20, Queen Anne's County Tax Maps, consisting of 117 acres of land, [illegible] assessed to

SECOND DISTRICT

No. 149

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located lots 243-244 Chester Harbor being designated as Parcel 46, Block 0, on Map 10, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value $911, assessed to Wm. H. Sr. and Joanne Ervin for $18.50 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 150

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located 241-242 Chester Harbor being designated as Parcel 46, Block 0, on Map 10, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value $911, assessed to Wm. H. Sr. and Joanne Ervin for $18.50 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 150

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located lots 245-246 Chester Harbor being designated as Parcel 46, Block 0, on Map 10, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value $911, assessed to Wm. H. Sr. and Joanne Ervin for $18.50 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 150

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located lots 239-240 Chesler Harbor being designated as Parcel 46, Block 0, on Map 10, Queen Anne's County Tax Maps, consisting of 2 lots and improvements. Assessed value $6921, assessed to Wm. H. Sr. and Joanne Ervin for $140.50 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 163

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located lot 59 Sarah Skipper Lands being designated as Parcel 127, Block 17, on Map 9, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $17,721, assessed to

No. 322

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located Pioneer Point being designated as Parcel 19, Block 21, on Map 34, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $37,361, assessed to Edward J. Halloran ETAL for $753.43 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 323

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located Corsica Neck Rd. being designated as Parcel 8, Block 15, on Map 34, Queen Anne's County Tax Maps, consisting of 1499 acres of land, more or less and improvements. Assessed value $409,657, assessed to Edward J. Halloran ETAL for $8,316.04 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 323

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located 115 lots at Mallard Point being designated as Parcel 8, Block 16, on Map 34, Queen Anne's County Tax Maps, consisting of 115 lots. Assessed value $5466, assessed to Edward J. Halloran ETAL for $110.96 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 323

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located Corsica Neck Rd. being designated as Parcel 13, block 14, on Map 34, Queen Anne's County Tax Maps, consisting of 6 acres of land, more or less. Assessed value $15,130, assessed to Edward J. Halloran ETAL for $307.14 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 339

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located on Browns Corner Rd. being designated as Parcel 48, Block 7, on Map 29, Queen Anne's County Tax Maps, consisting of 22 acres of land,

FOURTH DISTRICT

No. 439

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Parcel A, Plat 1, Shipping Creek being designated as Parcel 149, Block 21, on Map 63, Queen Anne's County Tax Maps, consisting of 8 acres of land, more or less. Assessed value $1290, assessed to Atlantic Coast Equities Inc. for $26.19 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 453

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 53, Block F, Plat 4, Clvds. being designated on Map 49, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $1378, assessed to B. Bentley Bell and Assoc., Inc. for $97.65 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 458

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 4, Block C, O.A. Colony being designated on Map 70, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $29,987, assessed to Claus W. and Madeline Bethman for $608.74 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 477

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located on Cox Neck Rd. being designated as Parcel 42, Block 1, on Map 64, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $317, assessed to Albert and Joan Brown for $6.44 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 494

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 73, Block 6, on Map 56, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed

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 of 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, FEES AND EXPENSES TO BE ADDED.

OSCAR A. SCHULZ
TREASURER for
QUEEN ANNE'S COUNTY

FIRST DISTRICT

No. 8

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 27, Block 7, on Map 20, Queen Anne's County Tax Maps, consisting of 10 acres of land, more or less and improvements. Assessed value $1880, assessed to Clarence Burris for $38.16 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 1st Election District of Queen Anne's County, Maryland, located near Templeville being designated as Parcel 27, Block 7, on Map 20, Queen Anne's County Tax Maps, consisting of 9 acres of land, more or less. Assessed value $1311, assessed to Clarence Burris for $26.62 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 13

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 50, Block 14, on Map 20, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $1678, assessed to Albert J. and Constance Clough for $34.06 taxes in arrears plus interest, costs, and expenses to day of sale.

more or less. Assessed value $16,497, assessed to Johns and Tana Land Dev. Corp. for $334.89 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 61

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 44, Block 23, on Map 19, Queen Anne's County Tax Maps, consisting of 26 acres of land, more or less. Assessed value $3675, assessed to Richard R. Parham for $74.60 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 63

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 $2860, assessed to Genevieve Potts for $58.06 taxes in arrears plus interest, costs, and expenses to day of sale.

NO. 93

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 106, Block 23, on Map 12, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $7782, assessed to James E. and Sylvia Wilmore for $157.96 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 93

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 38, Block 22, on Map 12, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less. Assessed value $550, assessed to James E. and Sylvia Wilmore for $11.17 taxes in arrears plus interest, costs, and expenses to day of sale.

The oldest state Constitution is that of Massachusetts, which was adopted in 1780.

Glen R. and Donna Hammerbacker for $360.79 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 175

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located lots 641 and 642 Chester Harbor being designated as Parcel 46, Block 0, on Map 10, Queen Anne's County Tax Maps, consisting of 2 lots and Improvements. Assessed value $11,840, assessed to Robert E. Jr. and Wanda Kelley for $240.35 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 215

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 $5609, assessed to Albert A. Sr. and Sandra Schauber for $113.86 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 241

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located Rabbitt Hill Rd., Price being designated as Parcel 71, Block 9, on Map 30, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $4521, assessed to Eugene and Gloria Trossbach for $91.78 taxes in arrears plus interest, costs, and expenses to day of sale.

THIRD DISTRICT

No. 291

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located Burrisville Road being designated as Parcel 130, Block 16, on Map 28, Queen Anne's County Tax Maps, consisting of 2 acres of land, more or less. Assessed value $200, assessed to Lillian Curtis for $4.06 taxes in arrears plus interest, costs, and expenses to day of sale.

more or less and Improvements. Assessed value $2340, assessed to Emory G. and Julia A. Kirby for $187.03 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 343

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located on Brownsville Road being designated as Parcel 125, Block 1, on Map 44, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less. Assessed value $373, assessed to Lorenzo and Betty S. Leak for $7.57 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 375

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located on Brownsville Road 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 $4772, assessed to William and Gertrude Ryans for $96.88 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 388

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located on Brownsville Rd. being designated as Parcel 91, Block 20, on Map 35, Queen Anne's County Tax Maps, consisting of 8 lots. Assessed value $1044, assessed to Carroll M. and Annie Stanford for $21.19 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 409

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located on Burrisville Road being designated as Parcel 70, Block 17, on Map 28, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less. Assessed value $235, assessed to Howard Wood 3rd for $4.77 taxes in arrears plus interest, costs, and expenses to day of sale.

"He knocks boldly at the gate that brings good news."
John Woodroephe

value $2301, assessed to John R. and Ruth Carter for $48.46 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 546

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Batts Neck Rd. being designated as Parcel 11, Block 8, on Map 63, Queen Anne's County Tax Maps, consisting of a lot and Improvements. Assessed value $2130, assessed to Wm. J. and Carol J. Dodd for $43.24 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 546

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 23, Block 18, Sect. 2, Bay City being designated on Map 56, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $748, assessed to Louis A. Dohler for $15.18 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 551

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 14, Block N, Tower Gardens being designated on Map 76, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $2135, assessed to David Dudley and Thomas Egeberg for $43.34 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 551

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 1, Block P, Tower Gardens being designated on Map 76, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $900, assessed to David Dudley and Thomas Egeberg for $18.27 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 552

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 194, Block 6, on Map 56, Queen Anne's County Tax Maps, consisting of a lot and Improvements. Assessed

value $15,377, assessed to Calvin H. and Phyllis Duncan for $312.16 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 554

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 17, Kent Point Farm being designated as Parcel 12, on Map 80, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $10,894, assessed to James B. Jr. and Veann Duvall for $221.15 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 558

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lots 2 and 4, Block M, Sect. 3, Kent Island Estates being designated on Map 70, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value $1854, assessed to Ellwood M. Eckert for $37.63 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 561

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lots 1-2-44-45, Block CC, Plat 6, Clvds. being designated on Map 49, Queen Anne's County Tax Maps, consisting of 4 lots. Assessed value $2329, assessed to Stanley A. and Jewell Engle for $47.28 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 580

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 9, Block 28, Sect. 2, Bay City being designated on Map 56, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $748, assessed to First Fidelity S/L Assoc. for $15.18 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 580

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 23, Block 37, Sect. 2, Bay City being designated on Map 56, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $203, assessed to First Fidelity S/L M[illegible] Parcel [illegible] Block [illegible] on Map [illegible] Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $3890, assessed to Carvie Jobes and Sarah Brown for $78.97 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 683

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 8, Block 1, Plat 1, Clvds. being designated on Map 49, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $730, assessed to Ralph and Winifred Kendall for $14.82 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 711

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Rt. 50 east of Chester being designated as Parcel 434, Block 10, on Map 57, Queen Anne's County Tax Maps, consisting of 7 acres of land. Assessed value $60,000, assessed to Kent Island Limited Partnership for $1218.00 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 711

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Rt. 18 near Stevensville being designated on Map 70, Queen Anne's County Tax Maps, consisting of 7 acres of land, more or less and improvements. Assessed value $122,765, assessed to Kentmoor Marina, Inc. for $4493.06 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 759

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 8, Sect. 1, Romancoke being designated on Map 76, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $1149, assessed to Joseph W. Krempa for $23.32 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 777

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Batts Neck Rd. near Stevensville being designated [illegible] consisting of 1 lot. Assessed value $250, assessed to Quail Realty ETAL for $5.08 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 872

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 1, Block V, Harbor View being designated on Mpa 57, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $833, assessed to Quail Realty ETAL for $16.91 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 894

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 25, Block B, Castle Marina being designated on Map 57, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $2809, assessed to Howard W.N. and Mary Rupp for $57.02 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 894

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 37, Block B, Castle Marina being designated on Map 57, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $2650, assessed to Howard W.N. and Mary Rupp for $53.80 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 906

All that lot or parcel of land lying and being in the 4th Election District of Queen Anen's County, Maryland, located Lot 18, Block E, Sect. 1, K.I.E. being designated on Map 70, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $1706, assessed to Emil Schott and Rueith C. Faye for $34.63 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 984

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located on Cox Neck Rd. near Chester being designated as Parcel 128, Block 20, on Map 57, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $12,774, assessed to

TAX SALES

(Continued from page 4)

LL, Sect. 3, K.I.E. being designated on Map 70, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value $626, assessed to Dieter E. Zanleoni for $12.71 taxes in arrears plus interest, costs, and expenses to day of sale.

FIFTH DISTRICT

No. 1078

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located Scottown Lane near Wye Mills being designated as Parcel 43, Block 14, on Map 60, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less. Assessed value $141, assessed to Frank G. Baldwin Jr., Trustee for $2.86 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 1080

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located Melvin Lane, Grasonville being designated as Parcel 240, Block 22, on Map 58, Quee[illegible]nne's County Tax Maps, c[illegible]isting of a lot and improv[illegible]ents. Assessed value $7[illegible] assessed to Samuel J[illegible]nd Carrie Beach for $147.[illegible] taxes in arrears plus ir[illegible]est, costs, and expense[illegible] day of sale.

No. 1082

All t[illegible] lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located on Rt. 18 near Grasonville being designated as Parcel 525, Block 18, on Map 58, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $2205, assessed to Gerald E. and Louise Berry for $44.76 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 1087

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located Cemetery Lane Grasonville being designated as Parcel 43, Block 23, on Map

Assoc. for $4.12 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 581

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 89, Block 24, on Map 48, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $14,803, assessed to Charles E. and Florence Fisher for $176.67 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 642

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Rt. 301 and 50 near Chester being designated as Parcel 3, Block 7, on Map 57, Queen Anne's County Tax Maps, consisting of 5 acres of land, more or less and improvements. Assessed value $12,666, assessed to George W. Heifrich for $257.12 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 643

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 14, Block Q, Sect. O, K.I.E. being designated on Map 70, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $680, assessed to Nelson F. and Yvonne Hensley for $13.80 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 646

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lots 6 and 8, Block 1A, Kentmoor being designated on Map 70, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value $1668, assessed to Robert F. Hicks Jr. for $34.26 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 666

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located near Dominion being designated as Parcel 159, Block 3, on Map 64, Queen 63, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $195, assessed to Fred Lewis, Jr. for $3.96 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 785

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 1, Harbor View being designated on Map 57, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $567, assessed to Mary F. Long for $11.51 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 790

All taht lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lol 1, Block R, Sect. 2, Romancoke being designated on Map 76, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $832, assessed to John W. MacKenzie for $16.89 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 835

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 17, Block C, Sect. 2, K.I.E. being designated on Map 70, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $840, assessed to Frank J. and Constance Norwicz for $17.05 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 871

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lots 9 and 11, Block T, Sect. 3, K.I.E. being designated on Map 70, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value $1545, assessed to James and Evelyn Pyles for $31.36 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 872

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 15, Block R, Harbor View being designated on Map 57, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $259, assessed to Gilven Christmary Stowers for $259.31 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 991

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Part of lots 3 and 4, Block 1C, Kentmoor Park being designated on Map 70, Queen Anne's County Tax Maps, consisting of part of 2 lots and improvements. Assessed value $15,433, assessed to Robert W. and Penelope Tanner for $313.29 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 995

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 17, Block 8, on Map 49, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $45,664, assessed to The Yachtsman Inn, Inc. for $926.98 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 1026

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 11, Block 18, on Map 48, Queen Anne's County Tax Maps, consisting of 59 acres of land, more or less and improvements. Assessed value $41,566, assessed to W. Wallace Walker Est. ETAL for $843.79 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 1034

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 17, Block FF, Plat 6, Clvds. being designated on Map 49, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $552, assessed to Robert Wolcott for $11.21 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 1062

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lots 35 and 37, Block [illegible], Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $2271, assessed to Monroe Bouldin ETAL for $46.10 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 1090

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located Cemetary Lane, Grasonville being designated as Parcel 385, Block 24, on Map 58, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $3180, assessed to Armon R. Brown for $64.55 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 1235

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 399, Block 22, on Map 58, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $4150, assessed to Frederick F. and Helen Simmons for $84.25 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 1115

All that lot or parcel of lan[illegible] lying and being in the 5t[illegible] Election District of Quee[illegible] Anne's County, Marylan[illegible] located Sawmill Rd. nea[illegible] Grasonville being designate[illegible] as Parcel 499, Block 18, o[illegible] Map 58, Queen Anne's Count[illegible] Tax Maps, consisting of [illegible] acres of land, more or les[illegible] and improvements. Assesse[illegible] value $7131, assessed [illegible] Alfred S. and Lillian Curti[illegible] for $144.78 taxes in arrear[illegible] plus interest, costs, an[illegible] expenses to day of sale.

No. 1165

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland located on Gravel Run Road in Grasonville being designated as Parcel 284 Block 22, on Map 58, Queen Anne's County Tax Maps consisting of a lot and improvements. Assessed value $6009, assessed to Clyde P. and Mary C. Jenkins for $121.96 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 1183

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located Lot 5 Sawmill Rd. near Grasonville being designated as Parcel 732, Block 24, on Map 58, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $4044, assessed to Linwood and Daisy Little for $82.09 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 1184

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located near Wye Mills being designated as Parcel 57, Block 14, on Map 60, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value $2704, assessed to Mary Jane Lloyd ETAL for $54.89 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 1214

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located at Kent Narrows being designated as Parcel 367, Block 12, on Map 57, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $928, assessed to Darty and Fannie Price, Heirs for $18.83 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 1228

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located Cemetery Lane, Grasonville being designated as Parcel 50, Block 23, on Map 58, Queen Anne's County Tax Maps, consisting of 11 acres of land, more or less and improvements. Assessed value $10,705, assessed to Beatrice J. Sampson for $217.31 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 1228

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located Cemetery Lane, Grasonville being designated as Parcel 52, Block 23, on Map

No. 1262

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 456, Block 22, on Map 58, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $4890, assessed to Ernest L. and Dorothy Warrick for $99.27 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 1270

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 526, Block 17, on Map 58, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $313, assessed to Theresa Williams for $6.35 taxes in arrears plus interest, costs, and expenses to day of sale.

SIXTH DISTRICT

No. 1303

All that lot or parcel of land lying and being in the 6th Election District of Queen Anne's County, Maryland, located near Starr being designated as Parcel 54, Block 11, on Map 61, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $2542, assessed to Daisy Cheer for $51.61 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 1304

All that lot or parcel of land lying and being in the 6th Election District of Queen Anne's County, Maryland, located near Centreville being designated as Parcel 50, Block 12, on Map 45, Queen Anne's County Tax Maps, consisting of 165 acres of land, more or less. Assessed value $22,745, assessed to Joseph F. Collinson for $461.72 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 1326

All that lot or parcel of land lying and being in the 6th Election District of Queen Anne's County, Maryland, located Rt. 405 near Centreville being designated as Parcel 30, Block 11, on Map 37, Queen Anne's County Tax Maps, consisting of 10 acres of land, more or less and [illegible] Assessed

Election District of Queen Anne's County, Maryland, located near Pondtown being designated as Parcel 104, Block 19, on Map 6, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $906, assessed to Andrew J. and Ann Hawkins for $18.39 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 1391

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 11, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value $7535, assessed to George E. Holloway for $152.96 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 1404

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located near McGinnis Corner being designated as Parcel 180, Block 21, on Map 5, Queen Anne's County Tax Maps, consisting of 2 acres of land, more or less and improvements. Assessed value $8169, assessed to George L. and Linda Lockwood for $168.13 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 1410

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located near McGinnis Corner being designated as Parcel 91, Block 19, on Map 5, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $4222, assessed to Chas. O. and Carolyn Messer for $88.01 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 1447

All that lot or parcel of land lying and being in the 7th 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 2 lots. Assessed value [illegible]

69, Queen Anne's County Tax Maps, consisting of 2 acres of land, more or less and improvements. Assessed value $2711, assessed to Beatrice J. Sampson for $55.04 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 1231

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located near Wye Mills being designated as Parcel 58, Block 14, on Map 60, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $10,860, assessed to Emmitt Scott and Mattie Johnson for $222.49 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 1235

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located Arrington Road near Carmichael being designated as Parcel 73, Block 24, on Map 59, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $1889, assessed to Linwood Single for $38.34 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 1254

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 455, Block 16, on Map 58, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $9289, assessed to Frances Till and Catherine Moore for $188.56 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 1256

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located on School House Lane, Grasonville being designated as Parcel 264, Block 22, on Map 58, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $10,662, assessed to Thurmon Sr. and Irene Truxon for $216.44 taxes in arrears plus interest, costs, and expenses to day of sale.

value $1005, assessed to Charles Elwood Seney for $13.91 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 1326

All that lot or parcel of land lying and being in the 6th Election District of Queen Anne's County, Maryland, located on Main St. in Queen Anne being designated as Parcel 68, Block 22, on Map 69, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $10,773, assessed to Paul V. and Mary Sharp for $218.69 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 1333

All that lot or parcel of land lying and being in the 6th Election District of Queen Anne's County, Maryland, located near Starr being designated as Parcel 62, Block 4, on Map 61, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $2280, assessed to Bernice P. Wilson for $46.28 taxes in arrears plus interest, costs, and expenses to day of sale.

SEVENTH DISTRICT

No. 1359

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located Dudley Corner Rd. being designated as Parcel 127, Block 13, on Map 6, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $7421, assessed to Wm. H. and Margaret Brown for $150.65 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 1363

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 $21,705, assessed to Laurence A. and Ethel Collins for $440.61 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 1388

All that lot or parcel of land lying and being in the 7th Wicomico Modular Homes Corp. for $95.16 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 1447

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 1 lot. Assessed value $600, assessed to Wicomico Modular Homes Corp. for $47.59 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 1447

All that lot or parcel of land lying and being in the 7th 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 1 lot. Assessed value $600, assessed to Wicomico Modular Homes Corp. for $47.59 taxes in arrears plus interest, costs, and expenses to day of sale.

(signed)
OSCAR A. SCHULZ
TREASURER
for
QUEEN ANNE'S COUNTY

IN THE MATTER OF THE TAX SALES *
IN QUEEN ANNE'S COUNTY, MARYLAND,
FOR THE YEAR 1977, OF PROPERTIES*
ASSESSED TO THE FOLLOWING:
RICHARD R. PARHAM; WILLIAM H. SR*
AND JOANNE ERVIN; WILLIAM H. SR.
AND JOANNE ERVIN; WILLIAM H. SR.*
AND JOANNE ERVIN; WILLIAM H. SR.
AND JOANNE ERVIN; GLEN R. AND *
DONNA HAMMERBACHER; ROBERT E. JR.
AND WANDA KELLEY; HOWARD WOOD, *
3RD.; ATLANTIC COAST EQUITIES,
INC.; ALBERT AND JOAN BROWN; *
DAVID DUDLEY AND THOMAS EGEBERG;
DAVID DUDLEY AND THOMAS EGEBERG;*
CALVIN H. AND PHYLLIS DUNCAN;
STANLEY A. AND JEWELL ENGLE; *
FIRST FIDELITY SAVINGS AND LOAN
ASSOC.; FIRST FIDELITY SAVINGS *
AND LOAN ASSOC.; CHARLES E. AND
FLORENCE FISHER; NELSON F. AND *
YVONNE HENSLEY; ROBERT F. HICKS,
JR.; RALPH AND WINIFRED KENDALL;*
JOSEPH W. KREMPA; FRED LEWIS,
JR.; JOHN W. MACKENZIE; FRANK *
J. AND CONSTANCE NORWICZ; JAMES
AND EVELYN PYLES; QUAIL REALTY *
ET AL; QUAIL REALTY ET AL; EMIL
SCHOTT AND RUEITH C. FAYE; *
CALVIN P. AND MARY STOWERS;
ROBERT WOLCOTT; DIETER E. *
ZANLEONI; FRANK G. BALDWIN,
TRUSTEE; SAMUEL JR. AND CARRIE *
BEACH; FREDERICK F. AND HELEN
SIMMONS; THERESA WILLIAMS; *
CHARLES ELWOOD SENEY; BERNICE
P. WILSON; GEORGE L. AND LINDA *
LOCKWOOD; CHARLES O. AND CAROLYN
MESSER; WICOMICO MODULAR HOMES *
CORP.; WICOMICO MODULAR HOMES
CORP.; WICOMICO MODULAR HOMES *
CORP.
*

IN

THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5996

* * * * *

ORDERED, this 2nd day of June, 1977, 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 13th day of July, 1977, unless cause to the contrary thereof be previously shown; provided a

AMES E THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD 21617
758-0877

copy of this Order be inserted in some newspaper printed and published in Queen Anne's County, State of Marylahd, once a week for four successive weeks commencing on the 8th day of June, 1977, and ending on the 29th day of June, 1977.

AND the report states amount of sale to be $101,450.00

B. Hackett Turner Jr.
JUDGE

FILED: June 2, 1977

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD 21617

758-0577

.....July.13,..1977..

THIS IS TO CERTIFY, That the annexed

Order.NISI.Tax.Sales..... was inserted in the **QUEEN ANNE'S RECORD OBSERVER,** a newspaper printed and published in Queen Anne's County, Md., once in each of .....4..... successive weeks before the ...6th.... day of ...July..... 19.77

BAY PUBLISHING CORPORATION
Publishers

By .Regina.K.Crossley

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
IN EQUITY
NO. 5996

ORDERED, this 2nd day of June, 1977, 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 13th day of July, 1977, 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 8th day of June, 1977, and ending on the 29th day of June, 1977.

AND the report states amount of sale to be $101,450.00.

B. Hackett Turner Jr.
Judge

Filed: June 2, 1977
True Copy Test:
Charles W. Cecil
Clerk

6-8-4-R.O.

FILED
JUL 13 1977

IN THE MATTER OF THE TAX SALES *
IN QUEEN ANNE'S COUNTY, MARYLAND,
FOR THE YEAR 1977, OF PROPERTIES*
ASSESSED TO THE FOLLOWING:
RICHARD R. PARHAM; WILLIAM H. SR.*
AND JOANNE ERVIN; WILLIAM H. SR.
AND JOANNE ERVIN; WILLIAM H. SR.*
AND JOANNE ERVIN; WILLIAM H. SR.
AND JOANNE ERVIN; GLEN R. AND *
DONNA HAMMERBACHER; ROBERT E. JR.
AND WANDA KELLEY; HOWARD WOOD, *
3RD.; ATLANTIC COAST EQUITIES,
INC.; ALBERT AND JOAN BROWN; *
DAVID DUDLEY AND THOMAS EGEBERG;
DAVID DUDLEY AND THOMAS EGEBERG;*
CALVIN H. AND PHYLLIS DUNCAN;
STANLEY A. AND JEWELL ENGLE; *
FIRST FIDELITY SAVINGS AND LOAN
ASSOC.; FIRST FIDELITY SAVINGS *
AND LOAN ASSOC.; CHARLES E. AND
FLORENCE FISHER; NELSON F. AND *
YVONNE HENSLEY; ROBERT F. HICKS,
JR.; RALPH AND WINIFRED KENDALL;*
JOSEPH W. KREMPA; FRED LEWIS,
JR.; JOHN W. MACKENZIE; FRANK *
J. AND CONSTANCE NORWICZ; JAMES
AND EVELYN PYLES; QUAIL REALTY *
ET AL; QUAIL REALTY ET AL; EMIL
SCHOTT AND RUEITH C. FAYE; *
CALVIN P. AND MARY STOWERS;
ROBERT WOLCOTT; DIETER E. *
ZANLEONI; FRANK G. BALDWIN,
TRUSTEE; SAMUEL JR. AND CARRIE *
BEACH; FREDERICK F. AND HELEN
SIMMONS; THERESA WILLIAMS; *
CHARLES ELWOOD SENEY; BERNICE
P. WILSON; GEORGE L. AND LINDA *
LOCKWOOD; CHARLES O. AND CAROLYN
MESSER; WICOMICO MODULAR HOMES *
CORP.; WICOMICO MODULAR HOMES
CORP.; WICOMICO MODULAR HOMES *
CORP.
*

IN

THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5996

FILED
JUL 14 1977

* * * * *

ORDERED, this 14th day of July, 1977, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the following tax sales on the 17th day of May, 1977, 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:

AMES E THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD 21617
758-0877

Robert R. Parham - First Election District

William H. Sr. and Joanne Ervin - Second Election District
William H. Sr. and Joanne Ervin - Second Election District
William H. Sr. and Joanne Ervin - Second Election District
William H. Sr. and Joanne Ervin - Second Election District
Glen R. and Donna Hammerbacher - Second Election District
Robert E. Jr. and Wanda Kelley - Second Election District
Howard Wood, 3rd - Third Election District
Atlantic Coast Equities, Inc. - Fourth Election District
Albert and Joan Brown - Fourth Election District
David Dudley and Thomas Egeberg - Fourth Election District
David Dudley and Thomas Egeberg - Fourth Election District
Calvin H. and Phyllis Duncan - Fourth Election District
Stanley A. and Jewell Engle - Fourth Election District
First Fidelity Savings & Loan Assoc. - Fourth Election District
First Fidelity Savings & Loan Assoc. - Fourth Election District
Charles E. and Florence Fisher - Fourth Election District
Nelson F. and Yvonne Hensley - Fourth Election District
Robert F. Hicks, Jr. - Fourth Election District
Ralph and Winifred Kendall - Fourth Election District
Joseph W. Krempa - Fourth Election District
Fred Lewis, Jr. - Fourth Election District
John W. MacKenzie - Fourth Election District

Frank J. and Constance Norwicz	- Fourth Election District
James and Evelyn Pyles	- Fourth Election District
Quail Realty, et al	- Fourth Election District
Quail Realty, et al	- Fourth Election District
Emil Schott and Rueith C. Faye	- Fourth Election District
Calvin P. and Mary Stowers	- Fourth Election District
Robert Wolcott	- Fourth Election District
Dieter E. Zanleoni	- Fourth Election District
Frank G Baldwin, Jr., Trustee	- Fifth Election District
Samuel Jr. and Carrie Beach	- Fifth Election District
Frederick F. and Helen Simmons	- Fifth Election District
Theresa Williams	- Fifth Election District
Charles Elwood Seney	- Sixth Election District
Bernice P. Wilson	- Sixth Election District
George L. and Linda Lockwood	- Seventh Election District
Charles O. and Carolyn Messer	- 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 2nd day of June, 1977, 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

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
758-0877

EVANS PRODUCTS COMPANY	*	IN THE
Plaintiff	*	
	*	CIRCUIT COURT
vs.	*	FOR
	*	
WILLIAM A. COOPER, and DANICE V. COOPER, his wife	*	QUEEN ANNE'S COUNTY
Defendants	*	Equity No. 5924
	*	JAN 17-77 * 26410 ******40.00

* * * * * * * * * * * * * * * * JAN 17-77 A 326410 ******40.00

PETITION FOR FORECLOSURE

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the 6TH day of September 19 74, the defendant executed and delivered to Evans Products Company

a mortgage upon certain fee simpleproperty in Queen Anne's County therein described, to secure the payment of the mortgage debt of $ 22,700.00 and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

Said Mortgage being in default.

And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty,&c.

FILED JAN 17 1977

Ira J. Wagonheim, Attorney for Plaintiff

DOCUMENT NO. 77,121

OCT -7 PM 2:48

OCT -7-74 * 28346 *****84.75
OCT -7-74 A 28346 *****74.25
OCT -7-74 A 28345 *****10.50

Mortgage

This Mortgage, Made this 6th day of September, in the year nineteen hundred and Seventy-Four by and between William A. Cooper and Danice V. Cooper, his wife, Mortgagors of County in the State of Maryland, of the first part, and Ridge Homes, a division of Evans Products Company of Conshohocken, State of Pennsylvania, Mortgagee, of the second part:

Whereas, the Mortgagor, stands held and firmly bound unto the said Mortgagee, in the sum of ($22,700.00)

Lawful money of the United States of America, conditioned for the payment to the above named Mortgagee, at its office in Conshohocken, Montgomery County, Pennsylvania, of the just sum of $22,700.00-- lawful money as aforesaid in 15 monthly installments of not less than $189.18--, then 177 monthly installments of not less than $235.37-- each. The first installment to be paid within 60 days after execution thereof and the succeeding installments on or before the first day of each and every month thereafter until the aforesaid just sum is fully paid. The privilege is reserved to the Mortgagor to pay the obligation in whole or in part at any time and the Mortgagor agrees that in the event of any such pre-payment the pay-off balance shall be computed in accordance with the Rule of 78's as recommended by the American Bankers' Association.

To Secure the repayment of said Mortgage Debt and interest when and as the same become due and payable these are executed.

Now This Mortgage Witnesseth, That in consideration of the premises and of the sum of One Dollar, the said William A. Cooper and Danice V. Cooper his wife, do grant and convey unto Ridge Homes, a division of Evans Products Company, its successors and assigns, in fee simple, together with, and including all that certain lot or piece of ground with the buildings and improvements to be thereon erected more particularly described: All that lot or parcel of land situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, and which is more particularly described as follows:

located in Ewingtown of Uniontown, being more particularly described by metes and bounds and courses and distances in accordance with a survey by J.R. McCrone, Jr., Inc., Engineers and Land Surveyors, dated June 21, 1973, a plat of which is filed immediately hereafter, to wit:

Beginning for the same at an iron pipe set at the northwesternmost corner of the lands of Samuel Gibbs (see T.S.P. 62/310), the easternmost right-of-way line of Leverge Road and the southwesternmost corner of the herein described lands;

Thence, leaving said beginning point so fixed, and binding on the aforementioned easternmost right-of-way line of Leverge Road due North 148.50 feet to an iron pipe set;

Thence, leaving said Leverge Road and binding on the division line between other lands of Joseph Green (see A.S.G. Jr., 3/271), and the herein described lands, South 89 deg. 00' 00" East 293.70 feet to an iron pipe set in the westerly outline of the lands of Allen Grimes (see T.S.P. 60/290);

Thence, leaving said pipe and binding on the aforesaid westerly outline of the Grimes lands and other lands of Joseph Green (see W.H.C. 5A/53), due South 148.50 feet to an iron pipe set;

Thence, leaving said pipe and still binding on the division line between other lands of Green lands and the aforementioned lands of Samuel Gibbs and the herein described lands, North 89 deg. 00' 00" West 293.70 feet to the place of beginning. Containing in all 1.00 acres of land, more or less.

This conveyance is subject to the existing easements, rights of way and agreements for roadways, electric transmission lines and telephone lines and the service and maintenance thereof.

Form RPMD—18

BEING the same premises which Samuel C. Green, Joseph E. Green, Jr., William H. Green, Mary E. Cooper, Hattie Mae Green and Ida V. Beck, by Deed dated the 24th day of June, 1974, and Recorded in the Office of the Clerk of the Circuit Court for Queen Anne's County on the day of , 19 , in Deed Book 777, Page 86, granted and conveyed unto William A. Cooper and Danice V. Cooper, his wife.

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

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

Provided, that if the said Mortgagor, their heirs, executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of TWENTY TWO THOUSAND SEVEN HUNDRED AND 00/100---------- ($22,700.00---) and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagor hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this Mortgage as herein provided; and the said Mortgagor hereby also authorize the said Mortgagee, its successors, or assigns, or the duly authorized Attorney or Agent of the said Mortgagee, after any default in the covenants or conditions of this Mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto.

And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of Fifty ($50.00) Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of said Mortgagee, its successors or assigns hereunder whether the same shall have matured, or not; (3) and the surplus (if any there be), to the said Mortgagor, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagor for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagor for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, its successors or assigns, or their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs, and commission but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commissions.

And it is agreed that, until default be made in the premises, the said Mortgagor, their heirs, executors, administrators or assigns shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable. Mortgagor shall pay in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said Mortgagor covenants to pay when legally payable. Mortgagor shall exhibit receipts to the Mortgagee on or before the First day of November each year showing payments of such taxes and other charges.

Said Mortgagor covenants to insure, and pending the existence of this Mortgage to keep insured, in a company satisfactory to the said Mortgagee, its successors and assigns, the improvements on the property hereby mortgaged to the amount of at least the balance due on this Mortgage and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire or other destruction to enure to the benefit of said Mortgagee, its successors, and assigns to the extent of its lien or claim hereunder.

The Covenants herein contained shall bind, and the benefits and advantages shall enure 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 said Mortgagor.

WITNESS:

Betty J. Van Sant — William A. Cooper (SEAL)
William A. Cooper

Danice V. Cooper (SEAL)
Danice V. Cooper

State of Maryland, **County, To Wit:**

I Hereby Certify, That on this 9th day of September, in the year of one thousand nine hundred and Seventy four (74) before me, the subscriber, a Notary Public of the State of Maryland, in and for the place aforesaid, personally appeared the Mortgagor named in the foregoing Mortgage, William A. Cooper and Danice V. Cooper, his wife, and they acknowledge the foregoing Mortgage to be their act.

As Witness my hand and Notarial Seal.

Bernetta Van Sant
Notary Public

BERNETTA VAN SANT NOTARY PUBLIC QUEEN ANNE COUNTY, MD.

My Commission expires July 1, 1978.

Form RPMD—1C

State of Pennsylvania, County of Montgomery, To Wit:

I Hereby Certify, That on this 3rd day of October ,1974 , before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for the place aforesaid, personally appeared Hillard Madway, President of Ridge Homes, a division of Evans Products Company and he made oath in due form of law that the consideration set forth in the aforegoing Mortgage is true and bonafide as therein set forth and further that he is duly authorized to make this affidavit on behalf of said Mortgagee.

As Witness my hand and Notarial Seal.

Joseph P. Romano

Notary Public

JOSEPH P. ROMANO
Notary Public, Plymouth Twp., Montg. Co.
My Commission Expires July 31, 1978

Assignment

For Value Received, Ridge Homes, a division of Evans Products Company, hereby assigns the within Mortgage and the Mortgagee debt secured thereby unto

as witness the corporate seal of Ridge Homes, a division of Evans Products Company, and the hand of Hillard Madway, President thereof, this day of

WITNESS:

RIDGE PIKE LUMBER COMPANY, INC.

.....

By:.....
HILLARD MADWAY, *President*

THIS MORTGAGE WAS PREPARED BY RIDGE HOMES, A DIVISION OF EVANS PRODUCTS CO.

Joseph P. Romano
Joseph Romano
Manager of Customer Finance

EVANS PRODUCTS COMPANY
501 Office Center Drive
Fort Washington, Pennsylvania
19034

Plaintiff

vs.

WILLIAM A. COOPER and
DANICE V. COOPER, his wife
Route #2, Box 131
Chestertown, Maryland
21620

Defendants

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

Equity No. 5924

* * * * * * * * * *

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Debt of Ridge Homes, a division of Evans Products Company, Mortgagee named in a certain mortgage from William A. Cooper and Danice V. Cooper, his wife, dated September 6, 1974, and recorded among the land records of Queen Anne's County, in Liber C.W.C. No. 87, folio 781.

Original amount of mortgage	$22,700.00
Less: amount paid on principal	284.27
Balance due	22,415.73
Plus: Interest @ 6% per annum from 5/1/76 through 12/31/76	896.63
Total claim	$23,312.36

STATE OF PENNSYLVANIA, COUNTY OF MONTGOMERY, Sct:

I HEREBY CERTIFY, That on this 6th day of January , 1977, before me the subscriber, a Notary Public of the State of Pennsylvania, in and for the county aforesaid, personally appeared John Pedrick, Regional Controller of Evans Products Company and he made oath in due form of law that the foregoing is a just and true statement of the amount of the mortgage debt under the mortgage filed in the said cause now remaining due and unpaid.

FILED
JAN 17 1977

Notary Public
JOSEPH MACINA
Notary Public, Conshohocken Boro, Mont. Co.
My Commission Expires December 10, 1979

LIBER 8 FOLIO 619

LER 8 MCL 620

EVANS PRODUCTS COMPANY	*	IN THE
Plaintiff	*	CIRCUIT COURT
	*	FOR
vs.	*	QUEEN ANNE'S COUNTY
WILLIAM A. COOPER, and DANICE V. COOPER, his wife	*	
	*	Equity No. 5924
	*	

* * * * * * * * * * * * * * * * *

DECREE FOR SALE OF MORTGAGE PREMISES

The Petition and Exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It, is, Thereupon, This 18th day of January in the year nineteen hundred and SEVENTY-SEVEN, by the Circuit Court of QUEEN ANNE'S County ADJUDGED, ORDERED and DECREED, that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that IRA J. WAGONHEIM be and he is hereby appointed Trustee to make said sale, and that the course and manner of these proceedings shall be as follows: he shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a corporate surety or sureties to be approved by the Court, or by the Clerk thereof, in the penalty of Twenty-Five Thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given notice by advertisement, inserted in such daily newspaper or newspapers published in QUEEN ANNE'S County at least once in each week for three successive weeks, the first such publication to be not less than fifteen days prior to sale and the last such publication to be not more than one week prior to sale, (Md. Rule W 74-2 (i)), of the time, place, manner and terms of sale, which shall be cash, deposit of $2500.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to the Court a full and particular account of these proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his her or their personal representative and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity where with he shall appear to have discharged h trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

APPROXIMATE VALUE OF PROPERTY: $25,000.00

FILED
JAN 18 1977

B Hackett Turner Jr.
Judge

cly 5924

IN THE CIRCUIT COURT OF Queen Annes County

STATE OF MARYLAND

Evans Products Company

versus

William A. Cooper and
Danice V. Cooper, his wife

BOND OF TRUSTEE TO SELL

KNOW ALL MEN BY THESE PRESENTS: That we, Ira J. Wagonheim,
Downtown Gambrills II, P.O. Box 204, Gambrills, Maryland 21054

as Principal and
THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, a corporation of the State of New York as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of
Twenty Five Thousand and 00/100----------
Dollars ($ 25,000.) 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 20th day of January
in the year of our Lord one thousand, nine hundred and seventy-seven

WHEREAS THE ABOVE BOUNDEN Ira J. Wagonheim

by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Annes Co.
has been appointed trustee to sell
Ewington Road, Ewingville,
7th Elect. Dist.
Queen Annes County, Maryland
mentioned in the proceedings in the case of

Evans Products Company

versus

William A. Cooper and Danice V. Cooper, his wife

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden
Ira J. Wagonheim

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.

Ira J. Wagonheim (SEAL)

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK (SEAL)

Barbara M. DeVaughn, as to surety Mary A. Upman, Attorney (SEAL)

Certified copy of Power of Attorney attached

By

FEB 2 1977

SURETY APPROVED AND BOND FILED ON Feb 2 1977

LIBER 2 PAGE 94

LIBER 8 PAGE 621

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 94, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 2nd day of February, Nineteen Hundred and Seventy-seven.

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

EVANS PRODUCTS COMPANY ° IN THE

Plaintiff ° CIRCUIT COURT

vs. ° FOR

WILLIAM A. COOPER and ° QUEEN ANNE'S COUNTY
DANICE V. COOPER, his wife

° EQUITY NO. 5924

Defendants

° °

REPORT OF SALE

The Report of Sale of Ira J. Wagonheim, Trustee, for the sale of real estate referred to and described in a mortgage from William A. Cooper and Danice V. Cooper, his wife, dated September 6, 1974 and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 87, folio 781 respectfully shows:

That default having occurred in said mortgage by reason of nonpayment of the mortgage debt, the said Ira J. Wagonheim was appointed Trustee by virtue of a Decree for Sale of Mortgage Premises signed by Judge B. Hackett Turner, Jr, on January 18, 1977.

That after giving bond with security for the faithful discharge of this Trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertising inserted in the Queen Anne's Record-Observer, a newspaper published in Queen Anne's County for more than three (3) successive weeks preceeding the date of sale, Ira J. Wagonheim, Trustee, under and by virtue of the aforementioned Decree, did pursuant to said notice sell all that tract or parcel of land, situate, lying and being in Queen Anne's County, as more particularly and at length described in the aforementioned mortgage and in the attached advertisement of sale.

BY THE TERMS OF SALE, a cash deposit of Two Thousand Five Hundred Dollars ($2,500.00) was required of the purchaser at the time and place of the sale, and all expenses to be adjusted to the date of sale.

FILED
MAR [illegible] 1977

The property was sold to Evans Products Company, for the sum of Twenty Thousand Dollars ($20,000.00), in fee simple, that the sale was bona fide and fairly made, and the said purchaser was then and there the highest bidder.

Ira J. Wagonheim, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

On the 22nd day of February, 1977, before me, the subscriber, a Notary Public for the State of Maryland, personally appeared Ira J. Wagonheim, Trustee, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true, as therein set forth and that the sale thereby reported was fairly made.

AS WITNESS, my hand and Notarial Seal.

Notary Public

OFFICE PHONE: PLAZA 2-8440

A. J. BILLIG, PRESIDENT

A. J. BILLIG & COMPANY
General Auctioneers

Stocks, Bonds,
Real Estate
Household Effects,
Automobiles,
Appraisers, Etc.

16 EAST FAYETTE STREET

BALTIMORE, MD. 21202, 2/18 1977

We, A. J. BILLIG & CO., duly licensed Auctioneers, do hereby certify to the effect that we have not paid and will not pay, directly or indirectly, anything for employing us to make said sale and that no payments have been made or will be made in connection with such sale, except those set forth in detail in said statement.

SUBSCRIBED TO AND SWORN TO.

A. J. BILLIG & CO.

BY

Wanda L. Clauss
Notary Public

WANDA L. CLAUSS NOTARY PUBLIC BALTIMORE COUNTY, MD

STATE OF PENNSYLVANIA, MONTGOMERY COUNTY, Sct:

I HEREBY CERTIFY, That on this day of February, 1977, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared John Pedrick, of Evans Products Company, purchaser at the foreclosure sale in this cause, and made oath in due form of law that Evans Products Company is the purchaser and purchased same as principal and not as an agent for anyone, and that it has not directly or indirectly discouraged anyone from bidding for the said fee simple property known as the William A. Cooper and Danice V. Cooper property, mentioned in the said Report of Sale.

John Pedrick
Purchaser

Notary Public

DAVID BODENHEIMER
Notary Public, Plymouth Twp., Montg. Co.,
My Commission Expires September 26, 1977

Ira J. Wagonheim, Solicitor
P.O. Box 204
Gambrills, Maryland 21054

TRUSTEE'S SALE
ATTRACTIVE FEE SIMPLE
RANCH HOME

SITUATED ON EWINGTOWN ROAD
(NEAR HOFFECKER ROAD)
QUEEN ANNE'S COUNTY, MARYLAND
KNOWN AS
WILLIAM A. COOPER & DANICE V. COOPER
PROPERTY
SALE TO BE HELD
MAIN COURT HOUSE DOOR
CENTREVILLE, MARYLAND

FRIDAY, FEBRUARY 18, 1977

AT 11:00 O'CLOCK A.M.

By virtue of a Decree of the Circuit Court of Queen Anne's County, in Equity, passed in the matter of Evans Products Company vs. William A. Cooper and Danice V. Cooper, his wife, Equity number 5942 (Decree for the Sale of Mortgage Premises), the undersigned Trustee will sell at Public Auction at the main door Court House, Centreville, Maryland –

All that lot of ground located in Ewingtown of Uniontown, being more particularly described by metes and bounds and courses and distances in accordance with a survey by J.R. McCrone, Jr., Inc., Engineers and Land Surveyors, dated June 21, 1973, a plat of which is filed immediately hereafter, to wit:

Beginning for the same at an iron pipe set at the northwesternmost corner of the lands of Samuel Gibbs (see T.S.P. 62/310), the easternmost right-of-way line of Leverge Road and the southwesternmost corner of the herein described lands;

Thence, leaving said beginning point so fixed, and binding on the aforementioned easternmost right-of-way line of Leverge Road due North 148.50 feet to an iron pipe set;

Thence, leaving said Leverge Road and binding on the division line between other lands of Joseph Green (see A.S.C. Jr., 3/271), and the herein described lands, South 89 deg. 00' 00" East 293.70 feet to an iron pipe set in the westerly outline of the lands of Allen Grimes (see T.S.P. 60/290);

Thence, leaving said pipe and binding on the aforesaid westerly outline of the Grimes lands and other lands of Joseph Green (see W.H.C. 5A/53), due South 148.50 feet to an iron pipe set;

Thence, leaving said pipe and still binding on the division line between other lands of Green lands and the aforementioned lands of Samuel Gibbs and the herein described lands, North 89 deg. 00' 00" West 293.70 feet to the place of beginning. Containing in all 1.00 acres of land, more or less.

BEING the same premises which Samuel C. Green, Joseph E. Green, Jr., William H. Green, Mary E. Cooper, Hattie Mae Green and Ida V. Beck, by Deed dated the 24th day of June, 1974, and Recorded in the Office of the Clerk of the Circuit Court for Queen Anne's County on the 24th day of June, 1977, in Deed Book 777, Page 86, granted and conveyed unto William Cooper and Danice V. Cooper, his wife.

Improved by a Ranch Home, containing living room, dining/kitchen area, 3 bedrooms, 2 baths, electric baseboard heat.

Terms of Sale: Cash deposit or certified check of $2,500. at the time of sale. Balance to be paid in cash upon final ratification of the sale by the Circuit Court of Queen Anne's County in Equity. Interest to be charged on unpaid purchase money at the rate of 8% from day of sale to day of settlement. All adjustments as of date of sale. Cost of all documentary stamps and transfer taxes to be paid by the purchaser. The property will be sold subject to any easements, agreements, restrictions or covenants of record affecting same, if any.

Ira J. Wagonheim, Trustee
A.J. Billig & Co., Auctioneers
16 E. Fayette Street
Baltimore, Md. 21202 (301) 752-8440

3-2-16RO

LAW OFFICES

Ira J. Wagonheim

February 12, 1977

DOWNTOWN GAMBRILLS II
POST OFFICE BOX 204
Gambrills, Maryland 21054
BALTIMORE AREA 987-4111
WASHINGTON AREA 261-7444

Mr. and Mrs. William Cooper
Rt. 1 Box 586
Chestertown, Maryland

Dear Mr. and Mrs. Cooper:

This is to formally notify you that in accordance with Maryland Rules of Procedure, your property will be sold at public auction on Friday, February 18, 1977 at 11:00 A.M. at the main courthouse door in Centreville, Maryland.

For your information the terms of sale are incorporated in the enclosed copy of the ad.

Very truly yours,

Ira J. Wagonheim

IJW/etb
enc.
691/57
CERTIFIED MAIL - RETURN RECEIPT REQUESTED

No. 777979

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

SENT TO M/M William Cooper
STREET AND NO. Rt. 1 Box 586
P.O., STATE AND ZIP CODE Chestertown Maryland 21620

POSTMARK OR DATE: GAMBRILLS, MD FEB 12 1977 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: 1974 O - 551-454

PS Form 3811, Jan. 1975 — RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
☑ Show to whom and date delivered ..... 15¢
☐ Show to whom, date, & address of delivery.. 35¢
☐ RESTRICTED DELIVERY. Show to whom and date delivered ..... 65¢
☐ RESTRICTED DELIVERY. Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:
M/M William Cooper
Rt. 1 Box 586
Chestertown, Maryland 21620

3. ARTICLE DESCRIPTION:
REGISTERED NO. | CERTIFIED NO. 777979 | INSURED NO.

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
Dance Cooper

4. DATE OF DELIVERY 2/17/77 — POSTMARK: CHESTERTOWN MD FEB 17 1977 USPO

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: — CLERK'S INITIALS

☆GPO: 1975—O-568-047

ORDER NISI ON SALE

EVANS PRODUCTS COMPANY Plaintiff vs. WILLIAM A. COOPER and DANICE V. COOPER, his wife Defendants	In the Circuit Court for Queen Anne's County In Equity Cause No. 5924

ORDERED, this 1st day of March, 1977, that the sale of the real property, made and reported in this cause by Ira J. Wagonheim, Trustee, be ratified and confirmed, on or after the 4th day of April, 1977, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 28th day of March, 1977.

The report states the amount of sales to be $ 20,000.00.

Charles W. Cecil Clerk

Filed March 1, 1977

.....June 28.. 19.77.

THIS IS TO CERTIFY, That the annexed

..Order NISI on Sale..... was inserted in the **QUEEN ANNE'S RECORD OBSERVER,** a newspaper printed and published in Queen Anne's County, Md., once in each of .....3..... successive weeks before the .....28th.. day of ..March..... 19.77.

BAY PUBLISHING CORPORATION
Publishers

By Regina K. Crowley

ORDER NISI ON SALE
EVANS PRODUCTS COMPANY
Plaintiff
vs.
WILLIAM A. COOPER AND DANICE V. COOPER, his wife
Defendants

In the Circuit Court for Queen Anne's County
In Equity
Cause No. 5924

ORDERED, this 1st day of March, 1977, that the sale of the real property, made and reported in this cause by Ira J. Wagonheim, Trustee, be ratified and confirmed, on or after the 4th day of April, 1977, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 28th day of March, 1977.

The report states the amount of sales to be $20,000.00.

Charles W. Cecil, Clerk
Filed: March 1, 1977

FILED
JUN 29 1977

EVANS PRODUCTS COMPANY	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
WILLIAM A. COOPER, and DANICE V. COOPER, his wife	*	QUEEN ANNE'S COUNTY
Defendants	*	EQUITY No. 5924

* * * * * * * * * * * * * * * * *

ORDER

ORDERED, by the Circuit Court for Queen Anne's County, this 1st day of July 1977, that the sale made and reported by Ira J. Wagonheim, Trustee, in the proceeding in the above entitled case, be and it is hereby finally ratified and confirmed, no cause to the contrary thereof having been given, as required by the preceeding Order Nisi.

K Thomas Evernham
Judge

FILED
JUL 1 1977

EVANS PRODUCTS COMPANY Plaintiff	:	IN THE CIRCUIT COURT FOR
VS.	:	QUEEN ANNE'S COUNTY
WILLIAM A. COOPER, and DANICE V. COOPER, his wife	:	IN EQUITY
Defendants	:	NO. 5924

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The reporst of J. Thomas Clark, Auditor, unto your Honor respectfully represents:

1. That this Account is stated at the request of Ira J. Wagonheim, Trustee named in Mortgage, where it appears that the proceeds of sale are insufficient to pay the mortgage indebtedness. The mortgage deficiency appears to be in the sum of $5,063.40

2. That in the within account of Ira J. Wagonheim, Trustee, is charged with the proceeds of sale made by him, and he is allowed his commissions under the terms of the mortgage, the court costs in this casue, the premium on the surety bond filed in this cause, the auctioneer's fee, the costs of advertising notice of Sale and Order Nisi of Sale filed in this cause, the Notary fees in this cause, and the fee of your Auditor, and the balance was credited toward the mortgage indebtedness.

Respectfully submitted,

J. Thomas Clark
Auditor

August 5, 1977

FILED
AUG 5 1977

CAUSE NO. 5924

The Procees of the sale of land reported in this cause, in the account with Ira J. Wagonheim, Trustee, of the Mortgage foreclosed in these proceedings (and vendor of said land)

CR.

1977 Feb. 18	By proceeds of the sale of land, per report of said vendor, to wit----------	$20,000.00

DR.

To Ira J. Wagonheim, Trustee, per terms of Mortgage:			
1. fee	$50.00		
2. commission	1,150.00	$1,200.00	
To Do, for an amount paid Charles W. Cecil, Clerk, for advanced court costs, per receipt exhibited		40.00	
To Do, for an amount due Charles W. Cecil, per receipt exhibited, to wit:			
1. Plaintiff's appearance fee	$10.00		
2. Clerk's additional costs	67.00	77.00	
To Do, for an amount paid Stanley-Schuchhardt, Inc., for the bond premium in this cause		75.00	
To Do, for an amount owed for Notary Fees		2.00	
To Do, for an amount paid to the Queen Anne's-Record Observer for:			
1. Advertisement of Sale	112.50		
2. Order Nisi of Sale	22.50	125.00	
To Do, for an amount paid The Evening Sunpapers for advertising			
1. Advertising said sale	131.54		
2. Notary Fee	.50	132.04	
To Do, for an amount paid A. J. Billig and Company, Auctioneers for crying said sale, per Local Rules, to wit:		50.00	
To Do, to J. Thomas Clark, Auditor for			
1. stating this account	45.00		
2. notifying parties	5.00	50.00	
To Do, Ridge Homes, a division of Evans Products Company of Conshohocken, State of Pennsylvania the balance of the Mortgage indebtedness partial payment of indebtedness of $23,312.36		18,248.96	
		$20,000.00	$20,000.00

August 5, 1977

J Thomas Clark
Auditor

EVANS PRODUCTS COMPANY Plaintiff	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY
VS.	:	
WILLIAM A. COOPER, and DANICE V. COOPER, his wife Defendants	:	IN EQUITY NO. 5924

* * * * * * * * * * *

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on August 5, 1977, the date the audit in the above entitled cause was filed in this Court, that he did by U. S. First Class Mail notify fhe following interested parties to this cause, to wit:

Ira J. Wagonheim, Esquire
Downtown Gambrills II
P.O. Box 204
Gambrills, MD 21054

Evans Products Company
501 Office Center Drive
Fort Washington, PA 19034

William A. Cooper and
Danics V. Cooper
Route 2, Box 131
Chestertown, MD 21620

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on August 5, 1977, with the Clerk of Court, Centreville, Maryland, and the exceptions to said audit must be filed on or before August 22, 1977, and that if no exceptions are filed within such fifteen-day period, the account may thereupon be ratified on August23, 1977.

J. Thomas Clark
J. Thomas Clark, Auditor

FILED
AUG 5 1977

EVANS PRODUCTS COMPANY	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
	*	No. 5924
WILLIAM A. COOPER, et al.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 5th day of August, 19 77, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 23rd day of August, 19 77, unless cause to the contrary thereof be previously shown; provided notice is given in manner provided by Maryland Rule 595 g to persons entitled thereto.

Charles H. Cecil Clerk

Filed August 5, 1977

	*	IN THE CIRCUIT COURT
EVANS PRODUCTS COMPANY	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 5924
	*	
WILLIAM A. COOPER, et al.	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 23rd day of August, 19 77, by the Court that the account of the Auditor is finally ratified and confirmed, and Ira J. Wagonheim, ~~Assignee~~/Trustee, is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Charles H. Coil, Clerk
Tme

Filed August 23, 1977

JOHN M. ASHLEY, JR.

vs.

CHARNITA INCORPORATED, et al.

In the Circuit Court for Queen Anne's County

No. 5410 Chy.

Judgment

Int. from

Costs

Credits

Recorded in Liber _____ folio _____

FILED
JUN 3 1977

Mr. Charles W. Cecil

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

You will please record the following instruments in the Judgment In Extenso Records of Queen Anne's County: Final Decree, Audit, Audit Nisi, Final Ratification of Audit, and these Instructions.

Vachel A. Downes, Jr.

Vachel A. Downes, Jr., Trustee

48

JOHN M. ASHLEY, JR. PLAINTIFF VS. W. A. M. BUILDERS, INC., ET AL, DEFENDANTS	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY NO. 5410

FINAL DECREE

UPON consideration of the Bill of Complaint for Specific Performance and other pleadings filed in this case, the trial on the Bill of Complaint at which time testimony was presented, and the Memorandum Opinion of this Court dated April 15, 1975, it is this 7th day of May, 1975:

ADJUDGED, ORDERED and DECREED that the Bill of Complaint for Specific Performance of the Agreement of Sale of July 13, 1972, is hereby granted and it is further;

ADJUDGED, ORDERED and DECREED that Vachel A. Downes Jr. Esq. is hereby appointed Trustee to perform all the terms and conditions required of the Defendants, Charnita, Incorporated; W. A. M. Builders, Inc.,; and Edward J. Halloran, under the aforesaid Agreement of Sale in order to transfer a good and merchantable fee simple title to the property therein described, including the right of ingress and egress over Regis Drive,* unto John M. Ashley, Jr., provided also, John M. Ashley, Jr., on his part performs all the terms and conditions required of him under said Agreement of Sale, including, but not limited, to the payment of the balance of the purchase price and the delivery of a quit claim deed extinguishing the existing right of way described in the Tangel, et ux, to Ashley, et ux, deed, recorded in Liber CWC No. 23, folio 681, of the LandRecords of Queen Anne's County, all of said acts to occur at a settlement date within sixty days of the date of this decree, and it is further;

ADJUDGED, ORDERED and DECREED that the quit claim deed or instrument whereby John M. Ashley, Jr., and/or Frances A. Ashley, extinguish the right to use the existing right of way to the said real estate described in the deed from Tangel to Ashley, dated August 26, 1966, and recorded in Liber CWC No. 23, folio 681, of the Land Records aforesaid, shall expressly provide that said release or quit claim shall only be effective upon the Defendants

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

or their assigns, re-locating said existing right of way to Regis Drive at Defendants expense and further constructing a private driveway from Regis Drive to the existing driveway of the Ashley property and it is further;

ADJUDGED, ORDERED and DECREED that the Trustee shall further act for the Defendant, Chase Manhattan Bank N. A. in releasing the mortgages held by said Defendant on the properties conveyed hereunder, including the right of way of Regis Drive to the Corsica Neck Road, and it is further;

ADJUDGED, ORDERED and DECREED that as an adjustment at settlement, the Trustee shall allow the Plaintiff, John M. Ashley, Jr., a credit for damages which is to be measured as 8% of the $4,000. deposit, from July 12, 1972, to date of settlement, and it is further;

ADJUDGED, ORDERED and DECREED that the Trustee after settlement shall refer all monies received, including the deposit from the Equitable Trust Co., less the necessary disbursements at settlement necessary on behalf of the Defendants to transfer the title, unto the Court Auditor for the purpose of stating an account determining the proper distribution of the proceeds of sale.

B. Hackett Turner Jr.
JUDGE

FILED May 7, 1975

* "And until construction of the Regis Drive roadbed over the right of way described in the Tangel deed recorded in Liber C. W. C. No. 23, folio 681 and thence over the Northern fifty feet of Lot 19D Pioneer Point Farm abutting said Tangel lands."

B. Hackett Turner Jr.
JUDGE

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

8 638

JOHN M. ASHLEY, JR.	:	IN THE CIRCUIT COURT
Plaintiff	:	FOR
VS.	:	QUEEN ANNE'S COUNTY
CHARNITA, INCOPORATED, ET. AL.	:	IN EQUITY
Defendants	:	NO. 5410

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Tge undersigend Court Auditor hereby certifies that on June 15, 1977, the date the audit in the above-entitled cause was filed in this Court, that he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

Vachel A. Downes, Jr., Esquire
Lawyers Row
Centreville, MD 21617

Joseph S. Handley
Centreville, MD 21617

Robert R. Price, Jr., Esquire
Lawyers Row
Centreville, MD 21617

Charnita, Incorporated
Route No. 1
Fairfield, PA 17320

William Shew
Pioneer Point Farm
Centreville, MD 21617

United Nuclear Corporation
101 Executive Boulevard
Elmsford, NY 10523

W.A.M. BUILDERS, Inc.
3207 North Ocean Boulevard
Fort Lauderdale, FL 33300

Edward J. Halloran
c/o W. A. M. Builders, Inc.
3207 North Ocean Boulevard
Fort Lauderdale, FL 33300

Chase Manhatten Bank, N.A.
1 Chase Manhatten Plaza
New York, NY 10015

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on June 15, 1977, with the Clerk of Court, Centreville, Maryland, and the exceptions to said audit must be filed on or before June 30, 1977, and that if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on July 1, 1977.

J Thomas Clark
Auditor

RECEIVED
CLERK, CIRCUIT COURT
1977 JUN 15 AM 10 05
QUEEN ANNE'S COUNTY

JOHN M. ASHLEY, JR.	:	IN THE CIRCUIT COURT
Plaintiff	:	FOR
VS.	:	QUEEN ANNE'S COUNTY
CHARNITA, INCORPORATED, ET. AL.	:	IN EQUITY
Defendants	:	No. 5410

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 Vachel A. Downes, Jr., Esquire, Trustee to convey land, wherein in this report, the money was to be paid directly to The Chase Manhatten Bank N. A., which is insufficient to cover their total losses.

2. That in the within account of Vachel A. Downes, Jr., Esquire, Trustee to convey land, the fees due to the Clerk of the Circuit Court, the amount paid to John M. Ashley, Jr., per Order of Court, an amount paid to Charles W. Cecil, Clerk, for ½ Maryland stamps and ½ transfer tax, the amount owed J. Thomas Clark, Auditor, per Order of Court, and the balance was credited toward the mortgage indebtedness.

Respectfully submitted,

J. Thomas Clark
Auditor

June 15, 1977

FILED
JUN 15 1977

CAUSE NO. 5410

The sale of land reported in this cause by Vachel A. Downes, Jr., Trustee to convey land.

CR.

1975 May 7	By gross proceeds of the sale of said land, per report of Trustee, to wit:	$40,000.00

DR.

To Vachel A. Downes, Jr., Trustee for his commissions in this sale		$2,150.00	
To do, for an amount paid Charles W. Cecil, Clerk, for:			
1. advanced filing fee--------	$15.00		
2. additional costs----------	10.00		
3. Secretary of State fees----	2.00	27.00	
To do, for an amount due Charles W. Cecil, Cler, for:			
Clerk's fees:			
1. additional fees----------	20.00		
2. advanced for registered mail----------	3.86		
3. certified copies---------	41.00		
4. Judgment in Extenson recording----------	30.00		
Sheriff's fees:			
5. Baltimore City Sheriff---	8.00		
6. Queen Anne's County Sheriff-	2.00		
Appearance fees:			
7. Robert R. Price, Jr., Plaintiff's apperance fee-	10.00		
8. Joseph P. Blocher, Defendant's appearnace fee	10.00	124.86	
To do, for an amount paid John M. Ashley, Jr., for credit on 8% of $4,000.00 from July 12, 1972, to May 7, 1975----------		949.50	
To J. Thomas Clark, Auditor for his fee, per Order of Court		175.00	
To Charles W. Cecil, Clerk, for an amount paid for deed:			
1. 1/2 Md. State Stamps	66.00		
2. 1/2 transfer tax	100.00	166.00	
To The Chase Manhatten Bank, N. A. for mortgage from Charnita, Inc., et. al. the balance of----------		36,407.64	
		$40,000.00	$40,000.00

June 15, 1977

J. Thomas Clark

J. Thomas Clark, Auditor

NISI RATIFICATION OF AUDIT

JOHN M. ASHLEY, JR. Plaintiff vs. CHARNITA, INC., et al. Defendants	In the Circuit Court for Queen Anne's County In Equity Cause No. 5410

ORDERED, this 15th day of June, 1977, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 1st day of July, 1977, unless cause to the contrary thereof be previously shown; provided a copy of this order is given in manner provided by Maryland Rule 595 g to persons entitled thereto.

Charles H. Beal, Clerk

Filed June 15, 1977

	*	IN THE CIRCUIT COURT
JOHN M. ASHLEY, JR.	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 5410
	*	
CHARNITA, INC., et al.	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 7th day of September, 19 77, by the Court that the account of the Auditor is finally ratified and confirmed, and Vachel A. Downes, Jr., ~~Assignee~~/Trustee, is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Charles H. Cecil Clerk
tmc

Filed September 7, 1977

IRMA PALMER, et al.
Plaintiffs

vs.

UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF HOWARD BROWN, et al.
Defendants

In the Circuit Court for Queen Anne's County

No. 5740

Judgment

Int. from

Costs

Credits

Recorded in Liber _____ folio _____.

Mr.

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

You will please record the pleadings listed on the attached sheet in the extenso records.

FILED
AUG 2 1977

J. Donald Braden
Attorney for

1. Bill of Complaint and Exhibits
2. Motion for Decree Pro Confesso
3. Decree Pro Confesso
4. Final Decree and Order
5. Bond
6. Report of Sale
7. Order Nisi on Sale
8. Certificate of Publication on Order Nisi
9. Affidavit by Purchaser
10. Ratification of Sale
11. Petition for Revision, to add Parties, affidavit in support of Order of Publication
12. Order of Court vacating Ratification of Sale, et al.
13. Order granting petition to add Parties.
14. Order to issue summons for Anne Davis and Emma Baxter
15. Returned summons
16. Order to re-issue
17. Returned summons
18. Motion for Order of Publication
19. Order of Court granting same
20. Order of Publication
21. Motion for Decree Pro Confesso
22. Decree Pro Confesso
23. Final Decree
24. Report of Sale
25. Order Nisi on sale and certificate
26. Final Order of Ratification
27. Motion for Amendment
28. Order of Court
29. Testimony
30. Auditor's Report
31. Nisi Ratification of Audit
32. Final Ratification of Audit
33. This Order to Clerk

[LIBER 8 FOLIO 644]

IRMA PALMER
Grasonville, Maryland 21638 :

W. FRANCIS IRELAND
Grasonville, Maryland 21638 :

RALPH E. IRELAND
Grasonville, Maryland 21638 :

HOWARD F. IRELAND
Grasonville, Maryland 21638 :

LULA WILSON
Grasonville, Maryland 21638 :

PEARL WILSON BROWN
Grasonville, Maryland 21638 :

NORA DODD
Trappe, Maryland 21673 :

MARGARET JONES
Trappe, Maryland 21673 :

MARY DESHIELDS
32 Eastmore Drive
Silver Spring, Maryland 20901 :

SHIRLEY DIXON
Centreville, Maryland 21617 :

HILDA DENNY
Centreville Heights
Centreville, Maryland 21617 :
Plaintiffs :

v. :

ALMA WILSON
Address Unknown :

MAE WILSON
Address Unknown :

HELEN WILSON
Address Unknown :

ALMA WILSON
Address Unknown :

MARY JANE WILSON
Address Unknown :

ERNEST WILSON, JR.
Address Unknown :
Defendants :

OCT 30-75 * 2 899 *****40.00
OCT 30-75 A 92 899 *****40.00

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5740

: : : : : : : : : : : :

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

FILED
OCT 30 1975

Your Orators, complaining, say:

1. That Mary C. Brown, late of Queen Anne's County, died seized, and possessed of an improved parcel of land in Grasonville, Fifth Election District of Queen Anne's County, State of Maryland, situate, lying, and being on Old Stevensville-Queenstown Road, and more particularly described by the following bounds beginning at the corner of the lot of ground owned by Mary E. Wilson, and running thence in a westerly direction by and with said Stevensville-Queenstown Road a distance of 90 feet; thence in a southerly direction a distance of 242 feet by and with the land formerly owned by W. E. Stevens, now known as Quinn Road, to the property of Henry J. Seltzer and wife, thence in a easterly direction a distance of 90 feet with the line of said land of Henry J. Seltzer to the property of Milton C. Jones and wife, thence northerly a distance of 242 feet back to the place of the beginning. Being the same land by deed dated February 8, 1899 and recorded among the Land Records of Queen Anne's County in Liber W.H.C. No. 9, folio 170 that was granted and conveyed by Ella I. Grady unto Mary C. Brown.

2. A certified copy of said Deed is filed herewith, as part of this Bill, marked Plaintiffs' Exhibit A.

3. That said Mary C. Brown, late, of Queen Anne's County, departed this life in the year 1921, leaving a Will dated February 4, 1914, probated on August 23, 1929, and recorded among the Will Records of Queen Anne's County in Liber R.W.T. No. 2, folio 137, whereby she devised said improved parcel of land unto Jessie M. Ireland, for life, and on the death of Jessie M. Ireland, said land to be sold and equally divided among her remaining heirs.

4. A certified copy of said probated Will is filed herewith, as part of this Bill, marked Plaintiffs' Exhibit B.

5. That the husband of Mary C. Brown, Joshua Brown, departed this life in the year 1899.

6. That the heirs of Mary C. Brown are as follows: Jessie Brown Ireland, Howard Brown, Sadie Brown Wilson, Bessie Brown Dodd.

7. That said Jessie Brown Ireland departed this life on June 21, 1974, intestate, a resident of Queen Anne's County, State of Maryland, a widow, leaving the following heirs: Irma Palmer, W. Francis Ireland, Ralph E. Ireland, and Howard F. Ireland.

8. That said Howard Brown departed this life in 1949, without issue, intestate, a widower, a resident of Queen Anne's County, State of Maryland, leaving no known heirs.

9. That said Sadie Brown Wilson departed this life in 1951, intestate, a resident of Queen Anne's County, State of Maryland, a widow, leaving the following heirs: Lula Wilson, Pearl Brown, Harry Wilson, and Ernest L. Wilson, Sr.

10. That said Harry Wilson departed this life in 1918, intestate, leaving as heirs two children, whose names

were Alma and Mae, but whose addresses, surnames and present whereabouts are unknown, although the Plaintiffs have made all reasonable efforts to ascertain this information.

11. That said Ernest L. Wilson, Sr. departed this life many years ago, and left as heirs five (5) children whose names are as follows: Helen, Leroy, Alma, Mary Jane, and Ernest, Jr. That the addresses and present whereabouts of the heirs of Ernest L. Wilson, Sr. are unknown, excepting Leroy Wilson who departed this life many years ago, without issue; although the Plaintiffs have made all reasonable efforts to ascertain this information.

12. That said Bessie Brown Dodd departed this life many years ago, leaving the following heirs: Nora Dodd, Margaret Jones, Mary DeShields, and Alexander Dodd, Jr.

13. That said Alexander Dodd departed this life in or about the year 1958, and left as heirs, Mrs. Hilda Denny, his wife, and Mrs. Richard C. Dixon, Jr., a daughter.

14. That a partition of the land is not possible without loss or injury to the interested parties.

TO THE END, therefore:

1. That a trustee be appointed to sell said real estate and convey the same to the respective purchasers free and clear of all the claims of the parties to this cause and all those claims by, from or under any of them.

2. That the proceeds of sale be divided among the parties entitled.

3. And that your orators may have such other and future relief as the case may require.

AND, AS IN DUTY BOUND, ETC.

David C. Bryan
David C. Bryan
111 Lawyers Row
Centreville, Maryland 21617
301-758-1643

J. Donald Braden
J. Donald Braden
204 North Commerce Street
Centreville, Maryland 21617
301-758-0970

Attorneys for the Plaintiffs

EXHIBIT A

State of Maryland, Queen Anne's County, to wit: I hereby certify, that on this the Twenty-fifth day of February in the year Eighteen Hundred and ninety nine, before the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared John Minch, and made oath on the Holy Evangely of Almighty God, that the consideration stated in the aforegoing Mortgage, is true and bona fide as herein set forth. And also made oath on the Holy Evangely of Almighty God, that he has not required the Mortgagor, his agent or attorney, or any person for said Mortgagor, to pay the tax levied upon the interest covenanted to be paid, in advance, nor will he require the same to be paid by the Mortgagor, or any person for him during the existence of this Mortgage.

James W. Meredith, J.P.

Queen Annie County, to wit: Be it remembered that on the Ninth day of August in the year Nineteen Hundred and fifteen the following assignment was brought to be recorded, to wit:

Pursuant to an order of the Orphans Court of Kent County, in the State of Maryland, passed on the twenty second day of April, nineteen hundred and fifteen authorizing and empowering the sale and assignment of the within and aforegoing mortgage, and having sold same, I for value received do hereby assign the within and aforegoing mortgage to Florence Scott Trucker.

Witness my hand and seal this twenty fourth day of April, in the year nineteen hundred and fifteen.

Test: Nellie G. Meredith — Chas. E. Trucker

Administrator c.t.a. of John Minch, late of Kent County, Maryland, deceased.

Queen Annie County, To Wit: Be it remembered that on the Eighteenth day of October in the year Nineteen Hundred and Fifteen, the following Release was brought to be recorded, to wit:—

For value received, I hereby release the within and aforegoing Mortgage.

Witness my hand and seal this Eighteenth day of October, in the year Nineteen Hundred and fifteen.

Test: Elias Tuesart — Florence Scott Trucker (Seal)

Queen Annie County, to wit: Be it remembered, that on the Eighth day of March, in the year One Thousand eight hundred and ninety nine, the following Deed was brought to be recorded, to wit:

This Deed, made this 8th day of February, in the year of our Lord, Eighteen Hundred and ninety nine, by and between Ella C. Grady of Baltimore, Md. Witnesseth: that in consideration of the sum of Twenty seven and 50/100 dollars, I, the said Ella C. Grady, do grant unto Mary C. Brown of Reinoldstown, Queen Annie County

Md. All that lot of land situated in Winchester and of the aforesaid County and State, and more particularly described by the following bounds— On the North side by the County road leading from Winchester to Kent Island, and measures just 30 yards, On the East by the property belonging to the heirs of Ruth E. Smith and measures 80 yards, On the South by the land of David J. Evans and wife and Measures 30 yards, On the west by the land of W. E. Stevens and wife, and measures 80 2/3 yard— Said lot contains just one half acre of land— I hereby bind myself, my heirs and assigns to warrant the title to said lot of land generally and specially

Witness:
William V. Cook

Mrs. Ella her X O. Grady (Seal)
mark

State of Maryland, City of Baltimore, to wit: I hereby certify, that on this Eighth day of February, in the year One Thousand eight hundred and ninety nine, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Baltimore City aforesaid, personally appeared Ella O. Grady and acknowledged the foregoing Deed to be her act.

William V. Cook, J.P.

Queen Anne's County, to wit: Be it remembered, that on the Thirteenth day of March, in the year One Thousand eight hundred and ninety nine, the following Bill of Sale was brought to be recorded, to wit:

Mr James W. Chaires of Queen Anne's County, State of Maryland, in consideration of the sum of Thirty Dollars and twenty four cents paid me by Lennie C. McGinnes of County and State aforesaid, do hereby bargain and sell to the said Lennie C. McGinnes the following property— One Bay Horse Bell 12 years old, 1 one horse Wagon, one Dearborn, 2 one horse plows, two Iron Spike Cultivators, one small harrow— Witness my hand and seal this 28th day of February Eighteen hundred and ninety nine.

James W. Chaires (Seal)

Stat of Maryland, Queen Anne's County, to wit: I hereby certify that on this 28th day of February, in the year Eighteen hundred and ninety nine before the subscriber, a Justice of the Peace of State and County aforesaid, personally appeared James W. Chaires, and acknowledged the foregoing Bill of Sale to be his act— and at the same time before me also appeared Lennie C. McGinnes and made oath in due form of Law that the consideration in said Bill of Sale is true and bona fide as therein set forth

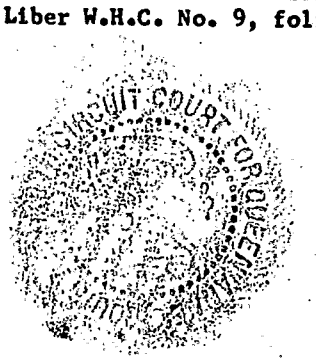
J. A. Ryland J.P.

Original filed and delivered to Geo. M. Tarrant March 25-99

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY that the aforegoing is truly taken and copied from Liber W.H.C. No. 9, folio 170, a Land Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 30th day of October, 1975.

Charles H. Cecil

Clerk of the Circuit Court for Queen Anne's County

LIBER 8 PAGE 650

EXHIBIT B

Feb 4. 1914.

The last will and testament of Mrs. Mary E. Brown, dated this fourth day of February nineteen hundred fourteen.

First I leave to Jessie M. Ireland, my daughter of Winchester, Queen Anne's County Maryland house and lot situated in said place; in her lifetime.

To Howard, L. Brown my son one dollar $1.

To Saddie M. Wilson my daughter one dollar $1

To Bessie M. Dodd my daughter one dollar.
To Anne Davis and Emma Baxter step daughters one dollar each.
Also in the event of the death of Jessie M. Ireland the House and lot to be sold and the proceeds of the sale equally divided among the remaining heirs.
Irma Ireland daughter of Jessie M. Ireland to have an equal share.

signed

witnessess Mary C. Rowrd
Arthur Gibbs.
Alice M. Gibbs

PROBATE OF WILL.

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

On the sixteenth day of August A. D. 1921 came Jessie M. Ireland, Custodian of the within and aforegoing instrument of writing, purporting to be the last will and testament of Mary C. Brown late of Queen Anne's County, deceased, and made oath, in due form of law, that the aforegoing is the true and whole Will of said deceased, that has came to her hand and possession, and that she does not know nor has she heard of any other and that she received the same from the hands of Mary C. Brown, on or about the 20th day of May A. D. 1921

Sworn before

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

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

On the twenty-third day of August 1921 came Arthur Gibbs and Alice M. Gibbs

~~of~~

subscribing witnesses to the aforegoing last Will and Testament of Mary C. Brown late of Queen Anne's County, deceased, and made oath in due form of law, that they did see the Testatrix sign and seal said Will; that they heard her publish, pronounce and declare the same to be her last Will and Testament, and that at the time of her so doing she was, to the best of their apprehension, of sound and disposing mind, memory and understanding; and that they together ~~with~~ subscribed their names as witnesses, to said Will, at her request in her presence and in the presence of each other

Sworn in open court.
Test:

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

ORDER OF COURT ADMITTING WILL TO PROBATE.

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

The aforegoing Instrument of Writing, proporting to be the last Will and Testament of Mary C. Brown late of Queen Anne's County, deceased, having been exhibited for Probate, and no objection thereto having been made, although notice, according to law, appears to have been given to the next relations of said deceased;

The Court, after having examined the said Instrument of Writing and also the evidence adduced as to its validity, orders and decrees, this twenty-third day of August A. D., 192 1, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Mary C. Brown deceased.

John R. Bowers
Chas E. Cannon

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

LIBER 8 PAGE 654

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

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and aforegoing is a true copy of the Last Will and Testament of MARY C. BROWN, late of Queen Anne's County, deceased,

as filed/and passed in this office on August 23, 1921 August 23, 1921

and recorded in Liber W.T.B. No. 1 Folio 249

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 October 19 75.

Madge E. Wootten

Register of Wills for Queen Anne's County, Maryland

IRMA PALMER, et al., Plaintiffs	:	IN THE CIRCUIT COURT
	:	FOR
v.	:	QUEEN ANNE'S COUNTY
ALMA WILSON, et al., Defendants	:	IN EQUITY

: : : : : : : :

MOTION FOR DECREE PRO CONFESSO

TO THE HONORABLE, the Judges of said Court:

Irma Palmer, etc., et al., Plaintiffs, by David C. Bryan and J. Donald Braden, their attorneys, move, pursuant to Maryland Rule 310 b., for a Decree Pro Confesso against Alma Wilson, Mae Wilson, Helen Wilson, LuLa Wilson, Alma Wilson, Mary Jane Wilson, Ernest Wilson, Jr., Defendants, for failure to comply with the requirements as to time for pleading, and say:

1. That after a thorough investigation by the Plaintiffs, the surnames and addresses of the Defendants are still unknown, although the Plaintiffs made all reasonable efforts to ascertain this information.

2. That the Order of Publication has been duly issued and published against all Defendants named in this cause as appears by Certificate of Publication of said Order of Publication filed herewith. That to date, no pleading has been filed on behalf of the Defendants, nor have the Plaintiffs been able to ascertain the surnames and addresses of the Defendants.

AND, as in duty bound, etc.

David C. Bryan

David C. Bryan

J. Donald Braden

J. Donald Braden

Attorneys for the Plaintiffs

FILED
JAN 30 1976

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IRMA PALMER, et al., Plaintiffs	:	
V.	:	
ALMA WILSON Address Unknown	:	IN THE CIRCUIT COURT
MAE WILSON Address Unknown	:	FOR
HELEN WILSON Address Unknown	:	QUEEN ANNE'S COUNTY
ALMA WILSON Address Unknown	:	IN EQUITY 5740
MARY JANE WILSON Address Unknown	:	
ERNEST WILSON, JR. Address Unknown Defendants	:	

: : : : : : :

DECREE PRO CONFESSO

The allegations of the Bill of Complaint presenting a proper case for relief, it is ORDERED, this 30th day of January, 1976, by the Circuit Court for Queen Anne's County, that the Bill of Complaint of Irma Palmer, etc., et. al., Plaintiffs, is taken pro confesso against Alma Wilson, Mae Wilson, Helen Wilson, Alma Wilson, Mary Jane Wilson, Ernest Wilson, Jr., Defendants.

B. Hackett Turner Jr.
JUDGE

FILED
JAN 30 1976

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311

IRMA PALMER, et al., Plaintiffs	:	
v.	:	
ALMA WILSON Address Unknown	:	IN THE CIRCUIT COURT
MAE WILSON Address Unknown	:	FOR
HELEN WILSON Address Unknown	:	QUEEN ANNE'S COUNTY
ALMA WILSON Address Unknown	:	IN EQUITY 5740
MARY JANE WILSON Address Unknown	:	
ERNEST WILSON, JR. Address Unknown Defendants	:	

: : : : : : : :

FINAL DECREE AND ORDER

The allegations in the Bill of Complaint presenting a proper case for relief and thirty days having expired since the Decree Pro Confesso was entered herein, it is ORDERED AND DECREED this 9th day of March, 1976, by the Circuit Court for Queen Anne's County, that the relief prayed in the Bill of Complaint of Irma Palmer, et al., Plaintiffs, against Alma Wilson, Mae Wilson, Helen Wilson, Alma Wilson, Mary Jane Wilson, Ernest Wilson, Jr., Defendants, is hereby granted as follows:

A. David C. Bryan and J. Donald Braden are hereby appointed Trustees to sell the property of Mary C. Brown described in the Bill of Complaint.

B. A bond in the amount of $12,000.00 be filed with the Court by David C. Bryan and J. Donald Braden, Trustees.

C. The manner of the sale shall be made in accordance with the Maryland Rules of Procedure.

D. David C. Bryan and J. Donald Braden, Trustees, convey a good and merchantable fee simple title to the Buyer of the Mary C. Brown property described in the Bill of Complaint.

E. After the payment of all costs and commissions due, Trustees pay into the Court the proceeds from the sale of the Mary C. Brown property described in the Bill of Complaint, for disbursement to the heirs.

F. David C. Bryan and J. Donald Braden, Trustees, report the sale of the property as provided by rule of court.

B. Hackett Turner Jr.
JUDGE

FILED
MAR 9 1976

Eq 5740

RECEIVED FOR RECORD Apr. 15 1976

10

STATE OF MARYLAND)
) To Wit:
QUEEN ANNE'S COUNTY)

KNOW ALL MEN BY THESE PRESENTS, That we, David C. Bryan and J. Donald Braden, of Queen Anne's County, State of Maryland, as principals, and the United States Fidelity and Guaranty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Twelve Thousand Dollars ($12,000.00), current money of the United States of America, to be paid to the said State of Maryland, or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, successors and assigns, in the whole, and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 13th day of April, 1976.

WHEREAS, the above bounden David C. Bryan and J. Donald Braden, Trustees, have been appointed by a decree of the Circuit Court for Queen Anne's County in Equity, passed on the 9th day of March, 1976, trustees to make sale of the real estate mentioned and described in the cause in said court entitled Irma Palmer, et al., Plaintiffs v. Alma Wilson, et al., Defendants, being Cause No. 5740 in the Circuit Court for Queen Anne's County in Equity;

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden, David C. Bryan and J. Donald Braden, do and shall well and faithfully perform and execute the trust reposed on them by said decree, or that may be reposed in them by any future order or decree in the premises, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered
in the presence of:

Beverly M. Ringgold — David C. Bryan (SEAL)
ATTEST — David C. Bryan

Beverly M. Ringgold — J. Donald Braden (SEAL)
ATTEST — J. Donald Braden

United States Fidelity and
Guaranty Company

Dorthean S. Sabusky — BY: Max C. Sherman
ATTEST — Max C. Sherman
Its Attorney-in-Fact

Security approved & Bond filed 4/16/76

Certified copy of Power
of Attorney attached

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber C.W.C. No. 2, folio 5, 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 15th day of April, Nineteen Hundred and Seventy-six.

Charles W. Cecil

Clerk of the Circuit Court for
Queen Anne's County

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IRMA PALMER, et al. Plaintiffs	:	IN THE CIRCUIT COURT
v.	:	FOR QUEEN ANNE'S COUNTY
ALMA WILSON, et al. Defendants	:	IN EQUITY 5740

: : : : : : : :

REPORT OF SALE

The Report of Sale of real estate made in this cause by David C. Bryan and J. Donald Braden, Trustees, appointed to make such sale, respectfully shows:

1. Pursuant to the Decree of this Honorable Court, passed on March 9, 1976, your Trustees filed a bond in this cause in the penalty of $12,000.00 with corporate surety thereon and said bond was duly approved by the Clerk of this Court.

2. On April 12, 1976, a competent appraiser, Charles E. Anthony, Jr., found the fair value of said real estate to be Nine Thousand Five Hundred Dollars ($9,500.00), a copy of said appraisal has been filed in these proceedings.

3. Pursuant to the Decree, your Trustees entered into a Contract of Sale with Clevenger Homes Corporation; the consideration for said Contract of Sale being $10,000.00. A deposit on said Contract was paid by Clevenger Homes Corporation to J. Donald Braden, Trustee and is held in escrow pending settlement of said real estate which is to occur within 45 days after final ratification of said sale.

4. David C. Bryan and J. Donald Braden, Trustees are both members of the Maryland Bar and actively engaged in the practice of Law. J. Donald Braden, Trustee, represents Winfred E. Clevenger, a principal stockholder of Clevenger Homes Corporation in certain other unrelated legal matters. But said representation has in no way influenced J. Donald Braden, Trustee in his fiduciary capacity in this proceeding. David C. Bryan, Trustee, does not now and to the best of his knowledge has not represented Winfred E. Clevenger with regard to any legal matters for approximately the last ten years.

David C. Bryan and J. Donald Braden, Trustees, solemnly declare and affirm under the penalties of perjury that the price for the sale of said real estate is a fair one and the information contained in the foregoing Report of Sale is true and correct to the best of their knowledge, information and belief.

David C. Bryan, Trustee

J. Donald Braden, Trustee

FILED
APR 27 1976

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IRMA PALMER, et al. Plaintiffs	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
v.	:	IN EQUITY 5740
ALMA WILSON, et al. Defendants	:	

: : : : : : : :

ORDER NISI

ORDERED, by the Circuit Court for Queen Anne's County, this 27th day of April, 1976, that the sale of the property mentioned in these proceedings, made and reported by David C. Bryan and J. Donald Braden, Trustees, be ratified and confirmed unless cause to the contrary be shown on or before the 28th day of May, 1976, provided a copy of this Order be inserted in the Queen Anne's Record-Observer, once in each of three successive weeks before the 19th day of May, 1976.

The Report of Sale states the amount of the sale to be $10,000.00.

Charles H. Cole
CLERK

FILED
APR 27 1976

IRMA PALMER, et al.
Plaintiffs
v.
ALMA WILSON, et al.
Defendants

+ + + + +
IN THE CIRCUIT COURT
FOR QUEEN ANNE'S
COUNTY
IN EQUITY 5740
+ + + + +

ORDER NISI

ORDERED, by the Circuit Court for Queen Anne's County, this 27th day of April, 1976, that the sale of the property mentioned in these proceedings, made and reported by David C. Bryan and J. Donald Braden, Trustees, be ratified and confirmed unless cause to the contrary be shown on or before the 28th day of May, 1976, provided a copy of this Order be inserted in the Queen Anne's Record-Observer, once in each of three successive weeks before the 19th day of May, 1976.

The Report of Sale states the amount of the sale to be $10,000.00.

CHARLES W. CECIL
CLERK
TRUE COPY
TEST: Charles W. Cecil
CLERK

3t-5-12

14

ESER 8 PAGE 082

Queen Anne's
RECORD-OBSERVER

Centreville, Md., June 22 19 76

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

in the case/estate of Equity 5740

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 19th day of May, 19 76, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 28th day of April 19 76, and the last insertion on the 12th day of May, 19 76

THE RECORD-OBSERVER CORPORATION

By Betty R. Morse

FILED
JUN 22 1976

IRMA PALMER, et al.
Plaintiffs
v.
ALMA WILSON, et al.
Defendants

: IN THE CIRCUIT COURT
: FOR QUEEN ANNE'S COUNTY
: IN EQUITY 5740
:

: : : : : : : :

AFFIDAVIT BY PURCHASER

Winfred E. Clevenger, Vice President of Clevenger Homes Corporation, Purchaser, deposes and says:

1. He is the agent of Clevenger Homes Corporation.

2. There are no other principals other than Clevenger Homes Corporation.

3. Winfred E. Clevenger or Clevenger Homes Corporation have not directly or indirectly discouraged anyone from bidding on the property that is the subject of this sale.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing Affidavit by Purchaser are true to the best of my knowledge, information and belief.

Winfred E. Clevenger, V.P.
Winfred E. Clevenger, Affiant

FILED
JUN 29 1976

IRMA PALMER, et al.
Plaintiffs

v.

ALMA WILSON, et al.
Defendants

: IN THE CIRCUIT COURT
: FOR QUEEN ANNE'S COUNTY
: IN EQUITY 5740

6

: : : : : : : :

RATIFICATION OF SALE

The above entitled matter coming before this Court, the proceedings having been read and considered by this Court, and this Court being satisfied that the sale of the real estate made and reported in this cause by David C. Bryan and J. Donald Braden, Trustees, was fairly and properly made, and no exceptions having been filed to the Report of Sale, and the Trustees having requested ratification of the sale at this time, IT IS ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 30th day of June, 1976, that the sale of the real estate described in the Report of Sale for $10,000.00 made and reported in this cause by David C. Bryan and J. Donald Braden, Trustees, 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 Trustees are allowed the usual commissions and such proper expenses, not personal, as they shall produce vouchers therefor to the Auditor.

B. Hackett Turner Jr.
JUDGE

FILED
JUN 30 1976

IRMA PALMER, et al. Plaintiffs	:	IN THE CIRCUIT COURT
v.	:	FOR
ALMA WILSON, et al. Defendants	:	QUEEN ANNE'S COUNTY
	:	In Equity 5740

: : : : : : : :

SEP 14-76 * 22021 *****10.00
SEP 14-76 A 22021 *****10.00

PETITION FOR REVISION

Ralph E. Ireland, by David C. Bryan and J. Donald Braden, his attorneys, petitions that the Ratification of Sale, Final Decree and Order, Report of Sale and Order Nisi decreed herein be opened and revised. The grounds of the Petition are as follows:

1. The above matter was taken by default and the cause was not heard upon the merits.

2. The decree was entered by mistake in that various persons who should have been made party defendants were not included as will be seen by the Petition to Add Parties filed herein.

3. In view of this lack of jurisdiction over persons in interest, your petitioners concede that these proceedings are incomplete, that any subsequent buyer will not have a good title to the real estate sold herein, and that further proceedings will be necessary in any event.

David C. Bryan
David C. Bryan

J. Donald Braden
J. Donald Braden
Attorneys for the Plaintiffs

FILED
SEP 9 1976

IRMA PALMER, et al. Plaintiffs	:	IN THE CIRCUIT COURT
v.	:	FOR
ALMA WILSON, et al. Defendants	:	QUEEN ANNE'S COUNTY
	:	In Equity 5740

: : : : : : : :

ORDER

The foregoing Petition having come before the Court and it appearing that the cause not having been heard upon the merits, the decree being entered by mistake, the circumstances being such as to satisfy the court that the Ratification of Sale, Final Decree and Order, Order Nisi and Report of Sale should be vacated.

ORDERED, this 9th day of September, 1976, the Ratification of Sale, Final Decree and Order, Order Nisi and Report of Sale filed herein are hereby vacated.

K. Thomas Evergood
JUDGE

FILED
SEP 9 1976

IRMA PALMER, et al. Plaintiffs	:	
v.	:	
UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF HOWARD BROWN	:	
and	:	
UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF HARRY WILSON, SR.	:	
and	:	IN THE
UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF ERNEST WILSON, SR.	:	CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
and	:	In Equity 5740
ANNE DAVIS Address unknown	:	
and	:	
EMMA BAXTER Address unknown	:	
and	:	
UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF ANNE DAVIS	:	
and	:	
UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF EMMA BAXTER Defendants	:	

FILED
SEP 9 1976

: : : : : : : :

PETITION TO ADD PARTIES

Ralph E. Ireland, Plaintiff, by David C. Bryan and J. Donald Braden, his attorneys, moves, pursuant to Maryland Rule 282, to add parties and consolidate the present defendants for the following reasons:

1. It is unknown if there are any heirs, devises or personal representatives of Howard Brown.

2. It is unknown if Alma Wilson or Mae Wilson, children of Harry Wilson, Sr. are living or dead.

3. It is unknown if Helen Wilson, Alma Wilson, Mary Jane Wilson and Ernest Wilson, Jr., children of Ernest Wilson, Sr., are living or dead.

4. It has been brought to the attention of the Plaintiffs that Anne Davis and Emma Baxter may be proper parties to this proceeding.

WHEREFORE, the Plaintiff prays that:

a. The unknown heirs, devises or personal representatives of Howard Brown be added as defendants.

b. Alma Wilson and Mae Wilson be included under the unknown heirs, devises or personal representatives of Harry Wilson, Sr. and omitted as individual defendants.

c. Helen Wilson, Alma Wilson, Mary Jane Wilson, Ernest Wilson, Jr. be included under the unknown heirs, devises or personal representatives of Ernest Wilson Sr. and removed as individual defendants.

d. Anne Davis and Emma Baxter and their unknown heirs devises or personal representatives be added as defendants.

David C. Bryan
David C. Bryan

J. Donald Braden
J. Donald Braden

Attorneys for the Plaintiffs

IRMA PALMER, et al. Plaintiffs	:	
v.	:	
UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF HOWARD BROWN	:	
and	:	
UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF HARRY WILSON, SR.	:	
and	:	IN THE
UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF ERNEST WILSON, SR.	:	CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
and	:	In Equity 5740
ANNE DAVIS Address unknown	:	
and	:	
EMMA BAXTER Address unknown	:	
and	:	
UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF ANNE DAVIS	:	
and	:	
UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF EMMA BAXTER Defendants	:	

: : : : : : : :

ORDER

The Petition to Add parties having come before the Court

ORDERED, this 9th day of September, 1976

a. The unknown heirs, devises or personal representatives of Howard Brown be added as defendants.

b. Alma Wilson and Mae Wilson be omitted as individual defendants and included under the unknown heirs, devises or personal representatives of Harry Wilson, Sr.

FILED
SEP 9 1976

c. Helen Wilson, Alma Wilson, Mary Jane Wilson, Ernest Wilson, Jr. be omitted as individual defendants and included under the unknown heirs, devises or personal representatives of Ernest Wilson, Sr.

d. Anne Davis, Emma Baxter and their unknown heirs, devises or personal representative be added as defendants.

K Thomas Everfam
JUDGE

IRMA PALMER, et al. Plaintiffs	:	
v.	:	
UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF HOWARD BROWN	:	
and	:	
UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF HARRY WILSON, SR.	:	IN THE
and	:	CIRCUIT COURT FOR
UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF ERNEST WILSON, Jr.	:	QUEEN ANNE'S COUNTY In Equity 5740
and	:	
ANNE DAVIS Address unknown	:	
and	:	
EMMA BAXTER Address unknown	:	
and	:	
UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF ANNE DAVIS	:	
and	:	
UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF EMMA BAXTER Defendants	:	

: : : : : : : :

AFFIDAVIT IN SUPPORT OF ORDER OF PUBLICATION

1. Your affiant is a Plaintiff in the above proceeding and has made exhaustive efforts to locate all legatees to the will of Mary C. Brown.

2. Your affiant is a son of Jessie M. Ireland, and a grandson of Mary C. Brown and generally acquainted with the other heirs of Mary C. Brown and Jessie M. Ireland.

3. Your affiant was the Postmaster of Grasonville, Maryland, the local post office in which the subject land is located, from Jauary 1, 1935, to February 16, 1944, and was

the Rural Carrier for said post office from February 16, 1944 until 1974.

4. Although your affiant has made an exhaustive effort to locate all heirs, revises or personal representatives of Howard Brown, Harry Wilson, Sr., Ernest Wilson, Sr., and Anne Davis and Emma Baxter or their heirs, devises and personal representaives, he has been unable to locate said persons.

I do solemnly declare and affirm under the penalties of perjury that the information and statements made in the foregoing Affidavit are true and correct to the best of my knowledge information and belief.

Ralph E. Ireland
Ralph E. Ireland
Affiant

In the Circuit Court for Queen Anne's County

No. 5740

IRMA PALMER, et al.

vs.

UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF HOWARD BROWN, et al.

Judgment

Int. from

Costs

Credits

Recorded in Liber _____ folio _____.

Mr. Cecil:

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

You will please issue summonses for Anne Davis and Emma Baxter and have the Sheriff serve a copy of the Bill of Complaint, Petition to add parties and Order thereon upon said Defendants.

FILED
SEP 20 1976

J. Donald Braden
Attorney for Plaintiff

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: October Return Day

File No. 5740 Chy.

Docket C.W.C. #4

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO THE SHERIFF OF QUEEN ANNE'S COUNTY, GREETING:

You are hereby commanded to summon

Anne Davis
Address unknown

of _____ County, to the Circuit Court for Queen Anne's County,

on the FIRST MONDAY of October, next to answer an action at the

suit of Irma Palmer, Grasonville, Maryland 21638; W. Francis Ireland, Grasonville, Maryland 21638; Ralph E. Ireland, Grasonville, Maryland 21638; Howard F. Ireland, Grasonville, Maryland 21638; Lula Wilson, Grasonville, Maryland 21638; Pearl Wilson Brown, Grasonville, Maryland 21638; Nora Dodd, Trappe, Maryland 21673; Margaret Jones, Trappe, Maryland 21673; Mary DeShields, 32 Eastmore Drive, Silver Spring, Maryland 20901; Shirley Dixon, Centreville, Maryland 21617; and Hilda Denny, Centreville Heights, Centreville, Maryland 21617
and have you then and there this Writ:

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

Issued 20th day of September, 19 76.

TO THE PERSON(S) SUMMONED:

Personal attendance in court on the day named in the summons is not required; you have fifteen days from the day named to answer or make your defense. Unless you answer or make other defense within the time named, Plaintiff(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Plaintiff(s) Attorney's

Name: David C. Bryan
Address: 111 Lawyers Row, Centreville, Maryland 21617, 758-1643

Name: J. Donald Braden
Address: 204 North Commerce Street, Centreville, Maryland 21617, 758-0970

Charles H. Ceil
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the _____ day of _____, 19____, I read the within writ to the Defendant—therein named, and copy of process and pleadings left with

_____ George B. Sharp
Sheriff of Queen Annes County

Mrt Est 9-30-76

FILED
OCT 1 1976

LIBER 8 FOLIO 673

LER 8 PAGE 674

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: October Return Day

File No. 5740 Chy.

Docket C.W.C. #4

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO THE SHERIFF OF QUEEN ANNE'S COUNTY, GREETING:

You are hereby commanded to summon

Emma Baxter
Address unknown

of _____ County, to the Circuit Court for Queen Anne's County,

on the FIRST MONDAY of October, next to answer an action at the

suit of Irma Palmer, Grasonville, Maryland 21638; W. Francis Ireland, Grasonville Maryland 21638; Ralph E. Ireland, Grasonville, Maryland 21638; Howard F. Ireland, Grasonville, Maryland 21638; Lula Wilson, Grasonville, Maryland 21638; Pearl Wilson Brown, Grasonville, Maryland 21638; Nora Dodd, Trappe, Maryland 21673; Margaret Jones, Trappe, Maryland 21673; Mary DeShield, 32 Eastmore Drive, Silver Spring, Maryland 20901; Shirley Dixon, Centreville, Maryland 21617; and Hilda Denny, Centreville, Heights, Centreville, Maryland 21617
and have you then and there this Writ:

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

Issued 20th day of September, 19 76.

TO THE PERSON(S) SUMMONED:

Personal attendance in court on the day named in the summons is not required; you have fifteen days from the day named to answer or make your defense. Unless you answer or make other defense within the time named, Plaintiff(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Plaintiff(s) Attorney's

Name: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
758-1643
Name: J. Donald Braden
204 North Commerce Street
Address: Centreville, Maryland 21617
758-0970

Charles H. Ail
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the _____ day of _____, 19____, I read the within writ to the Defendant—therein named, and copy of process and pleadings left with

_____

Mort Est 9-30-76

George B. Sharp
Sheriff of Queen Anne's County

FILED
OCT 1 1976

IRMA PALMER, et al.

vs.

UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF HOWARD BROWN, et al.

In the Circuit Court for Queen Anne's County

No. 5740

Judgment

Int. from

Costs

Credits

Recorded in Liber _____, folio _____.

Mr. Cecil:

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

You will please reissue summonses for Anne Davis and Emma Baxter and have the Sheriff serve a copy of the Bill of Complaint, Petition to add parties and order thereon upon said Defendants.

FILED
OCT 1 1976

J. Donald Braden
Attorney for Plaintiff

LIBER 8 PAGE 676

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

October Return Day

File No. 5740 Chy.

Docket C.W.C. #4

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO THE SHERIFF OF QUEEN ANNE'S COUNTY, GREETING:

You are hereby commanded to summon

Anne Davis
Address unknown

of _____ County, to the Circuit Court for Queen Anne's County,

on the FIRST MONDAY of October, next to answer an action at the

suit of Irma Palmer, Grasonville, Maryland 21638; W. Francis Ireland, Grasonville, Maryland 21638; Ralph E. Ireland, Grasonville, Maryland 21638; Howard F. Ireland, Grasonville, Maryland 21638; Lula Wilson, Grasonville, Maryland 21638; Pearl Wilson Brown, Grasonville, Maryland 21638; Nora Dodd, Trappe, Maryland 21673; Margaret Jones, Trappe, Maryland 21673; Mary DeShields, 32 Eastmore Drive, Silver Spring, Maryland 20901; Shirley Dixon, Centreville, Maryland 21617; and Hilda Denny, Centreville Heights, Centreville, Maryland 21617

and have you then and there this Writ:

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

Issued 1st day of October, 19 76.

TO THE PERSON(S) SUMMONED:

Personal attendance in court on the day named in the summons is not required; you have fifteen days from the day named to answer or make your defense. Unless you answer or make other defense within the time named, Plaintiff(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Plaintiff(s) Attorney's

Name: David C. Bryan
Address: 111 Lawyers Row, Centreville, Maryland 21617, 758-1643

Name: J. Donald Braden
Address: 204 North Commerce Street, Centreville, Maryland 21617, 758-0970

Charles H. Cecil
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the _____ day of _____, 19____, I read the within writ to the Defendant—therein named, and copy of process and pleadings left with

_____

Mort Est 10-1-76

Sheriff of George B. Sharp Queen Anne's County

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

October Return Day

File No. 5740 Chy.

Docket C.W.C. #4

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO THE SHERIFF OF QUEEN ANNE'S COUNTY, GREETING:

You are hereby commanded to summon

Emma Baxter
Address unknown

of _____ County, to the Circuit Court for Queen Anne's County,

on the FIRST MONDAY of October, next to answer an action at the

suit of Irma Palmer, Grasonville, Maryland 21638; W. Francis Ireland, Grasonville, Maryland 21638; Ralph E. Ireland, Grasonville, Maryland 21638; Howard F. Ireland, Grasonville, Maryland 21638; Lula Wilson, Grasonville, Maryland 21638; Pearl Wilson Brown, Grasonville, Maryland 21638; Nora Dodd, Trappe, Maryland 21673; Margaret Jones, Trappe, Maryland 21673; Mary DeShield, 32 Eastmore Driver, Silver Spring, Maryland 20901; Shirley Dixon, Centreville, Maryland 21617; and Hilda Denny, Centreville Heights, Centreville, Maryland 21617
and have you then and there this Writ:

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

Issued 1st day of October, 1976.

TO THE PERSON(S) SUMMONED:

Personal attendance in court on the day named in the summons is not required; you have fifteen days from the day named to answer or make your defense. Unless you answer or make other defense within the time named, Plaintiff(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Plaintiff(s) Attorney's

Name: David C. Bryan
Address: 111 Lawyers Row, Centreville, Maryland 21617, 758-1643

Name: J. Donald Braden
Address: 204 North Commerce Street, Centreville, Maryland 21617, 758-0970

Charles H. Ceil
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the _____ day of _____, 19____, I read the within writ to the Defendant—therein named, and copy of process and pleadings left with

_____

Mort Est 10-1-76

George B. Sharp
Sheriff of Queen Anne's County

IRMA PALMER, et al. Plaintiffs	:	IN THE CIRCUIT COURT
	:	FOR
v.	:	QUEEN ANNE'S COUNTY
UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF HOWARD BROWN, et al. Defendants	:	In Equity No. 5440

: : : : : : : :

MOTION FOR ORDER OF PUBLICATION

TO THE HONORABLE, the Judges of said Court:

Irma Palmer, etc. et al., Plaintiffs, by David C. Bryan and J. Donald Braden, their attorneys, move pursuant to Maryland Rule 180, for leave to proceed by publication against the remaining Defendants herein in accordance with Rule 105. The grounds for the Motion are as follows:

1. This is an action, other than ejectment, in the rights relating to land, namely, action to appoint a trustee to deed property located within this State.

2. The summons issued for Anne Davis and Emma Baxter have been returned by the Sheriff of Queen Anne's County, mortus est.

3. An exhaustive effort was made by the Plaintiffs to locate all interested parties and have them made a party to this proceeding, affidavits in support thereof have been filed herein.

David C. Bryan
David C. Bryan

J. Donald Braden
J. Donald Braden

Attorneys for the Plaintiffs

FILED
OCT 13 1976

IRMA PALMER, et al. Plaintiffs	:	IN THE CIRCUIT COURT
	:	FOR
v.	:	QUEEN ANNE'S COUNTY
UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF HOWARD BROWN, et al. Defendants	:	In Equity No. 5440

: : : : : : : :

ORDER

Upon the foregoing Motion and the Affidavits filed herein, it is this 18th day of October, 1976, ORDERED, by the Court that the Defendants in this matter be proceeded against by Publication, pursuant to Maryland Rule 105, that the Order of Publication shall be issued by the Clerk of this Court against the Defendants.

K. Thomas Evergam
JUDGE

IRMA PALMER, et al. Plaintiffs v. UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF HOWARD BROWN and UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF HARRY WILSON, SR. and UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF ERNEST WILSON, SR. and UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF ANNE DAVIS and UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF EMMA BAXTER Defendants	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY In Equity 5740

: : : : : : : :

ORDER OF PUBLICATION

This is to give notice that on the 30th day of October, 1975, a Bill of Complaint was filed in the Circuit Court for Queen Anne's County by the Plaintiffs against the above Defendants, whose addresses are unknown.

The Petition alleges that: That Mary C. Brown, late of Queen Anne's County, died seized and possessed of an improved parcel of land in Grasonville, Fifth Election District of Queen Anne's County, State of Maryland. That a life estate was given to Jessie M. Ireland, late of Queen Anne's County, upon said land. That Jessie M. Ireland died on June 21, 1974. That the Will of Mary C. Brown, provided for the sale of said property and distribution of the proceeds thereof to her heirs. That the Defendants in this action are heirs of Mary C. Brown, but after a thorough investigation their location and present whereabouts are unknown to the Plaintiffs. That a partition of the land is not possible without loss or injury to the interested parties.

The relief prayed in the Petition is substantially as follows: That a trustee be appointed to sell the real

estate, and the proceeds be divided among the parties entitled.

Whereupon, it is ordered by the Circuit Court for Queen Anne's County, this 18th day of October, 1976, that the Petitioner cause a copy of this Order to be inserted in a newspaper published in Queen Anne's County, once a week before the 17th day of November, 1976, giving notice to the Defendants of the object and substance of the Petition and warning them to show cause if any there may be, on or before the 20th day of December, 1976, why a decree should not be passed as prayed.

Charles H. Orr
Clerk of the Circuit Court,
Queen Anne's County

IRMA PALMER, et al. Plaintiffs	:	IN THE CIRCUIT COURT
	:	FOR
v.	:	QUEEN ANNE'S COUNTY
UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF HOWARD BROWN, et al. Defendants	:	In Equity No. 5740

: : : : : : : :

MOTION FOR DECREE PRO CONFESSO

Irma Palmer, et al., Plaintiffs, by J. Donald Braden their attorney, move pursuant to Maryland Rule 310 B for a Decree Pro Confesso against Unknown Heirs, Devises or Personal Representatives of Howard Brown, Unknown Heirs, Devises or Personal Representatives of Harry Wilson, Sr., Unknown Heirs, Devises or Personal Representatives of Ernest Wilson, Sr., Unknown Heirs, Devises or Personal Representatives of Anne Davis, and Unknown Heirs, Devises or Personal Representatives of Emma Baxter, Defendants, for failure to comply with the requirements as to time for pleading in that the time for filing an answer expired on December 20, 1976, and the said pleading has not been filed.

FILED
JAN 3 1977

J. Donald Braden
J. Donald Braden
Attorney for Plaintiffs

DECREE PRO CONFESSO

ORDERED, 3rd Jan. '77 by the Court, that the Bill of Complaint is taken Pro Confesso against Unknown Heirs, Devises or Personal Representatives of Howard Brown, Unknown Heirs, Devises or Personal Representatives of Harry Wilson, Sr., Unknown Heirs, Devises or Personal Representatives of Ernest Wilson, Sr., Unknown Heirs, Devises or Personal Representatives of Anne Davis and Unknown Heirs, Devises or Personal Representatives of Emma Baxter, Defendants.

B. Hackett Turner Jr.
JUDGE

FILED
JAN 3 1977

IRMA PALMER, et al. Plaintiffs	:	IN THE CIRCUIT COURT
v.	:	FOR
UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF HOWARD BROWN, et al. Defendants	:	QUEEN ANNE'S COUNTY In Equity No. 5740

: : : : : : : :

FINAL DECREE AND ORDER

The allegations of the Bill of Complaint presenting a proper case for relief, the parties which were added to this proceeding by Order of Court having been served with process, thirty (30) days having expired since the Decree Pro Confesso was entered against all Defendants herein, it is ORDERED AND DECREED this 3rd day of February, 1977, by the Circuit Court for Queen Anne's County, that the relief prayed in the Bill of Complaint of Irma Palmer, W. Francis Ireland, Ralph E. Ireland, Howard F. Ireland, Lula Wilson, Pearl Wilson Brown, Nora Dodd, Margaret Jones, Mary Deshields, Shirley Dixon and Hilda Denny, Plaintiffs, against Unknown Heirs, Devises or Personal Representatives of Howard Brown, Unknown Heirs, Devises or Personal Representatives of Harry Wilson, Sr., Unknown Heirs, Devises or Personal Representatives of Ernest Wilson, Sr., Unknown Heirs, Devises, or Personal Representatives of Anne Davis, Unknown Heirs, Devises or Personal Representatives of Emma Baxter, Defendants, is hereby granted as follows:

a. David C. Bryan and J. Donald Braden are hereby appointed trustees to sell the property of Mary C. Brown described in the Bill of Complaint.

b. The bond previously filed by the Trustees in this proceeding is sufficient to secure the trust granted by this Decree.

c. The matter of the sale shall be made in accordance with the Maryland Rules of Procedure.

d. David C. Bryan and J. Donald Braden, Trustees, shall convey a good and merchantable, fee simple title to the buyer of the Mary C. Brown property described in the Bill of Complaint.

e. After the payment of all costs and commissions due, Trustees are to pay unto the Court the proceeds from the sale of said property for disbursement to the Plaintiffs.

f. The Trustees are to report the sale of the property as provided by Rule of Court.

FILED
FEB 3 1977

B. Hackett Turner Jr.
JUDGE

IRMA PALMER, et al. Plaintiffs	:	IN THE CIRCUIT COURT
v.	:	FOR
UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF HOWARD BROWN, et al. Defendants	:	QUEEN ANNE'S COUNTY In Equity No. 5740

: : : : : : : :

REPORT OF SALE

The Report of Sale by David C. Bryan and J. Donald Braden, Trustees to Clevenger Homes Corporation, on March 8, 1977, at 2:00 p.m. respectfully shows:

1. On February 16 and 23, 1977, and March 2, 1977, notice of the above auction sale was advertised in the Queen Anne's Record Observer, a weekly newspaper published in Queen Anne's County, Maryland. A copy of the notice evidencing the same is attached hereto.

2. At the time stated in the notice, on the premises, after the reading of the terms of said sale as advertised, the auctioneer proceeded to offer the property to the highest bidder, together with the improvements thereon as described in the notice of sale.

3. Clevenger Homes Corporation, being the highest bidder, did purchase the property at and for the sum of Eight Thousand Five Hundred Dollars ($8,500.00). Under the terms of the sale, Clevenger Homes Corporation, paid over to the trustees the deposit of One Thousand Dollars ($1,000.00). The affidavit required by Rule BR6 b. 3. has been made by Winfred E. Clevenger, president of Clevenger Homes Corporation, and is filed herewith.

4. The trustees are satisfied that the purchasers will make full settlement of the purchase price in accordance with the Advertisement of Sale.

5. We hereby declare and affirm, under the penalties of perjury that the terms and consideration of the sale are fair and the statements contained in the foregoing report of sale are true and correct to the best of our knowledge, information and belief.

David C. Bryan
David C. Bryan

J. Donald Braden
J. Donald Braden

Trustees

FILED
MAR 2 0 1977

ORDER NISI ON SALE

IRMA PALMER, et al. Plaintiffs vs. UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF HOWARD BROWN, et al. Defendants	In the Circuit Court for Queen Anne's County In Equity Cause No. 5740

ORDERED, this 29th day of March, 1977, that the sale of the real property, made and reported in this cause by David C. Bryan and J. Donald Braden, Trustees, be ratified and confirmed, on or after the 29th day of April, 1977, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 22nd day of April, 1977.

The report states the amount of sales to be $8,500.00.

Charles H. Cecil Clerk

Filed March 29, 1977

IRMA PALMER, et al. Plaintiffs	:	IN THE CIRCUIT COURT
v.	:	FOR
UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF HOWARD BROWN, et al. Defendants	:	QUEEN ANNE'S COUNTY In Equity No. 5740

: : : : : : : :

FINAL ORDER OF RATIFICATION

The order nisi have been issued by the clerk of this court and published as required by the Maryland Rules of Procedure and cause to the contrary not have been shown as provided in the order, and the court being satisfied that the sale was fairly and properly made, it is this 2nd day of ~~April~~ May, 1977, ORDERED, by the court that the subject sale is finally satisfied and confirmed.

FILED
MAY 2 1977

R. Hackett Turner Jr.
JUDGE

IRMA PALMER, et al. Plaintiffs	:	IN THE CIRCUIT COURT
	:	FOR
v.	:	QUEEN ANNE'S COUNTY
UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF HOWARD BROWN, et al. Defendants	:	In Equity No. 5740

: : : : : : : :

MOTION FOR AMENDMENT

Irma Palmer, plaintiff, by David C. Bryan and J. Donald Braden, her attorneys, moves, pursuant to Maryland Rule 681, to open the final decree and final order of ratification filed in this proceeding and include the testimony of Ralph E. Ireland to be taken before an Examiner of this Court, nunc pro tunc as of January 5, 1977.

David C. Bryan

J. Donald Braden

Attorneys for the Plaintiff

FILED
JUN 22 1977

ORDER

ORDERED, by the court this 22nd day of June, 1977, by the Circuit Court for Queen Anne's County, that the final decree and final order of ratification filed in this proceeding be and are hereby opened, pursuant to Maryland Rule 681, for the limited purpose of filing the testimony of Ralph E. Ireland, taken before an Examiner of this Court, nunc pro tunc as of January 5, 1977.

B. Hackett Turner Jr.
JUDGE

FILED
JUN 22 1977

IRMA PALMER, et al. Plaintiffs	:	IN THE
v.	:	CIRCUIT COURT FOR
UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF HOWARD BROWN, et al. Defendants	:	QUEEN ANNE'S COUNTY In Equity No. 5740

: : : : : : : :

TO THE HONORABLE, THE JUDGE OF SAID COURT:

One of the solicitors for the Plaintiffs, David C. Bryan, having notified the subscriber, one of the regular examiners for this Honorable Court, of his desire to take testimony in this case, your examiner did attend on the 24th day of June, 1977, in Queen Anne's County, Maryland, at the hour of 3:00 o'clock p.m., there being present Ralph E. Ireland, one of the Plaintiffs, David C. Bryan and J. Donald Braden, the solicitors for the Plaintiffs, and proceeded to take the following testimony, to wit:

EXAMINATION OF RALPH E. IRELAND

Q1. Please state your full name and address and present age.

A1. Ralph E. Ireland, Grasonville, Maryland, Age 70.

Q2. Please state your employment history to date.

A2. I was the postmaster in Grasonville, Maryland from January 1, 1935, until February 16, 1944. From February 16, 1944, I was a rural carrier for this same post office until 1974 when I retired.

Q3. What relationship did you have with the Mary Brown mentioned in these proceedings and did she own any property in Grasonville.

A3. Mary Brown was my grandmother, she owned the property which is the subject of this proceeding and acquired it by deed dated February 8, 1809, and recorded among the Land Records of Queen Anne's County in Liber W.H.C. No. 9, folio 170.

Q4. What was the date of death of Mary Brown.

A4. Mary Brown died July 5, 1921, and her will dated February 4, 1914, was probated in the Orphans' Court for Queen Anne's County on August 23, 1921 and is recorded in the will records at W.T.B. No. 1, folio 249.

Q5. What children did Mary Brown have living on the date of her death, and was her husband living.

A5. As my grandfather, Joshua Brown, predeceased my grandmother, four children were living at the time of her

death and they were her only heirs. They were Jessie Brown Ireland, Howard Brown, Sadie Walters Wilson, Bessie Walters Dodd.

Q6. Was Jessie M. Ireland the same person as Jessie Brown Ireland.

A6. Yes, Jessie M. Ireland was the same person as Jessie Brown Ireland and she was my mother.

Q7. What was the date of death of Jessie M. Ireland and who survived her.

A7. Jessie M. Ireland died on June 26, 1974. My father predeceased her and the children living at her death were Irma Palmer, W. Francis Ireland, Howard F. Ireland and myself.

Q8. What was the date of death of Howard Brown and who survived him.

A8. Howard Brown died in 1949, he did not have a wife living, nor did he have any children during his lifetime.

Q9. What was the date of death of Sadie Walters Wilson and who survived her.

A9. Sadie Walters Wilson died in 1951. She was predeceased by her husband and her sons, Harry Wilson, Ernest L. Wilson and Leroy Wilson. Her children, Lula Wilson, and Pearl Wilson Brown were living at the time of her death.

Q10. Are Lula Wilson and Pearl Wilson Brown the same people that are plaintiffs in this proceeding.

A10. Yes, Lula Wilson and Pearl Wilson Brown are the same parties that are plaintiffs in this proceeding.

Q11. Who survived Ernest Wilson.

A11. His only survivors were his five children and they were Helen, Leroy, Alma, Mary Jane and Ernest.

Q12. Did Harry Wilson have any survivors.

A12. Yes, his two daughters, Alma Wilson and Mae Wilson.

Q13. What efforts to locate Alma Wilson and Mae Wilson, daughters of Harry Wilson, were made by you and what did you find.

A13. I contacted all the members of the family that I could and no one has heard from them, nor were their present names or addresses known.

Q14. What efforts were made by you to locate Helen, Leroy, Alma, Mary Jane and Ernest Wilson, children of Ernest Wilson, and what did you find.

A14. Again, I contacted every member of the family that I could in order to ascertain their present situation. No one knew their present names or addresses, except that it was known that Leroy Wilson had died many years ago without a wife or children.

Q15. Who survived Leroy Wilson.

A15. My research revealed that Leroy Wilson died without a wife or children.

Q16. What was the date of death of Bessie Walters Dodd and who survived her.

A16. I do not know the exact date of death of Bessie Walters Dodd, I do know that her husband predeceased her and her only survivors were her four children, Nora Dodd, Margaret Jones, Mary DeShields and Alexander Dodd, Jr.

Q17. Are Nora Dodd, Margaret Jones, Mary DeShields the plaintiffs in this case, the same three heirs of Bessie Walters Dodd.

A17. Yes.

Q18. What was the date of death of Alexander Dodd and who survived him.

A18. Alexander died in about 1958, he was survived by his wife, Hilda Denny and daughter, Shirley Dixon.

Q19. Are the plaintiffs Hilda Denny and Shirley Dixon those same heirs.

A19. Yes they are.

A20. Are Sadie Walters Wilson and Bessie Walters Dodd the same persons referred to in the declaration as Sadie Brown Wilson and Bessie Brown Dodd.

A20. Yes they are.

Q21. Is Irma Palmer, plaintiff in this proceeding, the same person mentioned in the will as Irma Ireland.

A21. Yes.

Q22. I would like to show you some papers and have you identify them for the record, first is a description of the property of the Mary Brown heirs and the other is a plat of that property. Can you identify them.

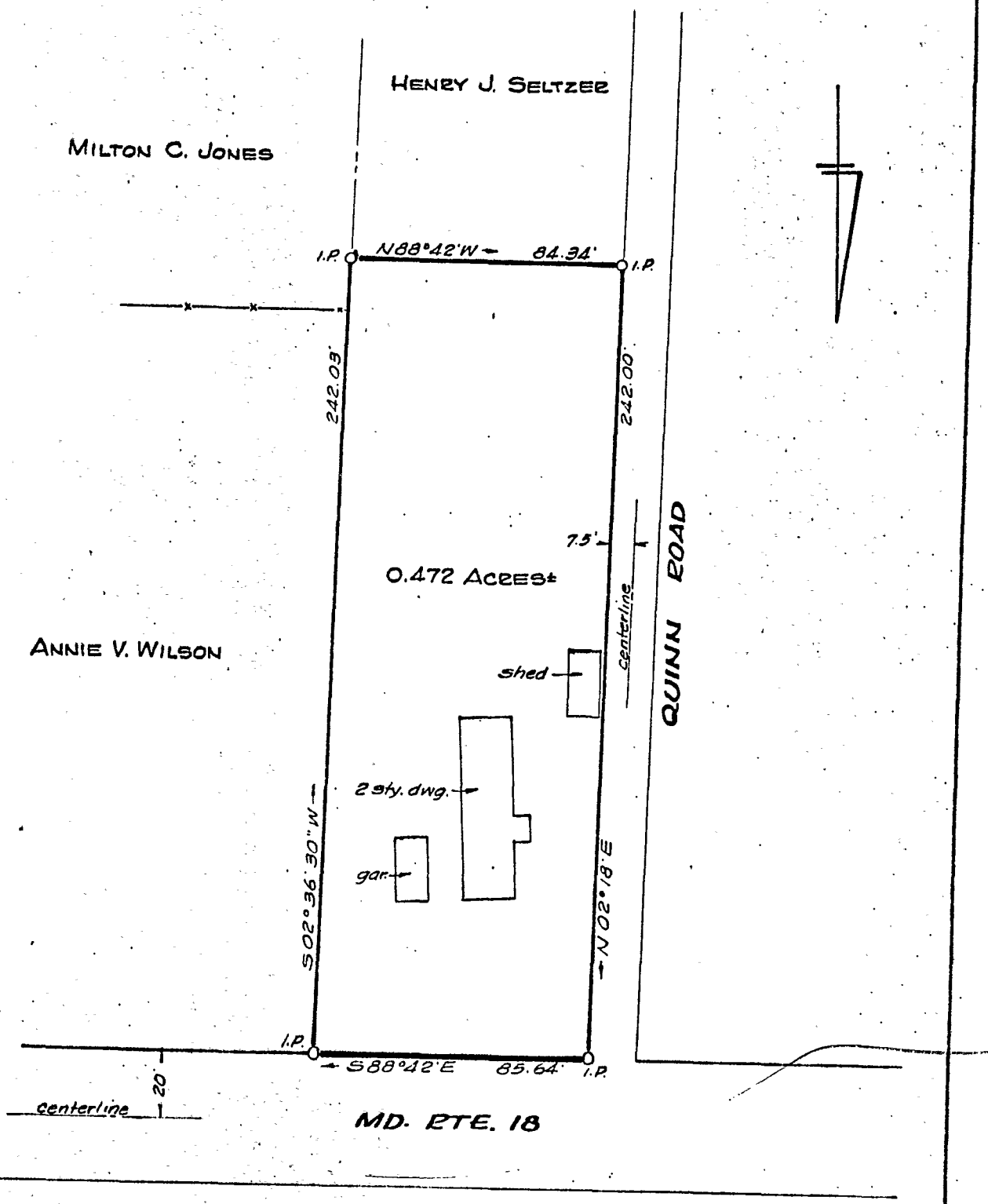
A22. Yes, that is a description and plat of the subject property.

There being no other witnesses to be examined or further testimony to be taken, and neither party desiring further time for the production of evidence, your Examiner now makes his return and certifies that he was engaged as such Examiner in taking this testimony and examined one

witness, making the costs chargeable in this Cause as follows, to wit:

Edward Turner, Examiner	$10.00
Ralph E. Ireland, Witness	Waived
Beverly Ringgold, Stenographer, for transcribing testimony . . .	10.00
TOTAL	$20.00

Edward Turner
Edward Turner, Examiner



PLAT OF A SURVEY OF THE
MARY C. BROWN HEIRS LANDS
GRASONVILLE, QUEEN ANNES CO., MD.
Scale 1"=40' Feb. 1976.
William R. Nuttle, Reg. Surveyor
Chestertown, Md.

I.P. = iron pipe

EXHIBIT 1A

LIBER 8 PAGE 691

William R. Nuttle
Registered Surveyor
Chestertown, Maryland 21620

DESCRIPTION OF THE MARY C. BROWN HEIRS LANDS, GRASONVILLE, FIFTH DISTRICT, QUEEN ANNES COUNTY, MD.

Beginning for the same at an iron pipe at the intersection of the south side of Md. Rte. 18 (40' wide) and the east side of Quinn Road (15' wide); and running, thence, by and with the south side of Md. Rte 18 S 88° 42' E - 85.64' to an iron pipe in a hedge and the lands of Annie V. Wilson; thence, by and with said Wilson lands and the lands of Milton C. Jones, following said hedge and an old fence, S 02° 36' 30" W - 242.03' to an iron pipe and the lands of Henry J. Seltzer; thence, by and with said Seltzer lands N 88° 42' W - 84.34' to an iron pipe on the east side of Quinn Road; thence, by and with the east side of said road N 02° 18' E - 242.00' to the place of beginning. Containing in all 0.472 acres of land, more or less.

February 6, 1976.

William R. Nuttle
William R. Nuttle.

EXHIBIT 1

IRMA PALMER, et. al.
Plaintiffs

vs.

UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF HOWARD BROWN, et. al.
Defendants

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY NO. 5740

: : : : : : : : :

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The uncersigned Court Auditor hereby certifies that on August 8, 1977, the date the audit in the above entitled cause was filed in this Court, that he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

David C. Brayan, Esquire
111 Lawyers Row
Centreville, MD 21617

Irma Palmer
Grasonville, MD 21638

Howard F. Ireland
Grasonville, MD 21638

PEARL WILSON BROWN
Grasonville, MD 21638

MARGARET JONES
Trappe, MD 21673

SHIRLEY DIXON
Centreville, MD 21617

RALPH E. IRELAND
Grasonville, MD 21638

J. Donald Braden, Esquire
204 N. Commerce Street
Centreville, MD 21617

W. Francis Ireland
Grasonville, MD 21638

Lula Wilson
Grasonville, MD 21638

NORA DODD
Trappe, MD 21673

Mary Deshields
32 Eastmore Drive
Silver Spring, MD 20901

HILDA DENNY
Centreville Heights
Centreville, MD 21617

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on August 8, 1977, with the Clerk of Court, Centreville, Maryland and the exceptions to said audit must be filed on or before August 23, 1977, and that if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on August 24, 1977.

August 8, 1977

J Thomas Clark

FILED
AUG 8 1977

IRMA PALMER, et. al. Plaintiffs	:	IN THE CIRCUIT COURT
vs.	:	FOR
UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF HOWARD BROWN, e.t al. Defendants	:	QUEEN ANNE'S COUNTY IN EQUITY NO. 5740

: : : : : : : :

TO THE HONORABLE, THE JUDGE OF SAID COURT:

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

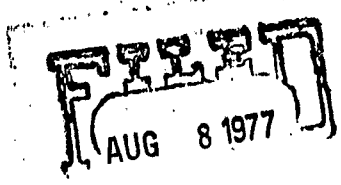
1. That this account is stated at the request of David C. Brayan and J. Donald Braden, Trustees in the sale of land, wherein it appears that the procees of sale are sufficient to pay the expenses of said sale, and the remaining amount is to be distributed among the heirs.

2. That in the within account of David C. Bryan and J. Donald Braden, Trustees, are charged with the proceeds of sale made by thm, and they are allowed their commissions for sale of said land, the court costs in this cause, the premium on the bonds, the costs of advertising notice of sale, Plublication of sale, and Order Nisis of Sale filed in this cause, the premium for fire insurance, the state and county taxes, the register of wills for copy of will, the appraisal fee, the fee of the surveyor, the auctioneer's fee, and the fee of your Auditor, and the balance was credited toward the distribution.

Respectfully submitted,

August 8, 1977

J. Thomas Clark, Auditor



CAUSE NO. 5740

The proceeds of sale of land reported in this cause in account with David C. Bryan and J. Donald Braden, Trustees, in the sale of said land, and vendors of said land.

CR.

1977 March 8	By proceeds of the sale of land, per reports of said vendors, to wit----------	$8,500.00
	Interest to date of purchase paid on account	248.26
		$8,748.26

DR.

To David C. Bryan and J. Donald Braden, Trustees, for their commissions in sale of land		$ 575.00
To Do, for an amount paid Charles W. Cecil, Clerk, for		
1. bill of complaint	$40.00	
2. petition for revision	10.00	50.00
To Do, for an amount owed Charles W. Cecil for closing court costs		191.00
To Do, for an amount paid Madlyn E. Wooters, Register of Wills for certified copy of Will		3.00
To Do, for an amount paid Charles E. Anthony, Jr., for appraisal of said land		60.00
To Do, for an amount paid W. R. Nuttle, Inc. Registered Surveyor, for survey, plat and description of said land		125.00
To Do, for an amount paid Eastern Shore Estates, Co., for bond premium in estate		
1. 1975-76	70.00	
2. 1977	70.00	140.00
To Do, for an amount paid William M. Freestate Agency, for fire insurance		27.00
To Do, for an amount paid Oscar A. Schulz, Treasurer, for taxes for		
1. 1974-75	82.37	
2. 1976-77	90.59	172.96
To Do, for an amount paid Queen Anne's Record-Observer for		
1. Order of Publication	84.38	
2. Notice of sale	72.00	
3. Order Nisi	22.50	178.88
To Do, for an amount paid Joseph Jackson, Auctioneer, for crying said sale		25.00
To Do, for an amount due J. Thomas Clark, Auditor, for		
1. stating this account	45.00	
2. notifying parties	10.00	55.00

August 8, 1977

J. Thomas Clark
Auditor

LIBER 8 PAGE 695

To David C. Bryan and J. Donald Braden, Trustees, the remaining balance to be distributed later $7,145.42

$8,748.26 $8,748.26

August 8, 1977

Auditor

CR.

By David C. Bryan and J. Donald Braden, Trustees, the remaining balance to be distributed---------- 7,145.42

DR.

To IRMA PALMER, Grasonville, Maryland, 21638----------	$714.54	
To W. FRANCIS IRELAND, Grasonville, Maryland, 21638----------	$714.54	
To RALPH E. IRELAND, Grasonville, Maryland, 21638----------	$714.54	
To HOWARD F. IRELAND, Grasonville, Maryland, 21638----------	$714.54	
To LULA WILSON, Grasonville, Maryland, 21638----------	$714.54	
To PEARL WILSON BROWN, Grasonville, Maryland, 21638----------	$714.54	
To NORA DODD, Trappe, Maryland----------	$714.54	
To MARGARET JONES, Trappe, Maryland------	$714.54	
To MARY DESHIELDS, 32 Eastmore Drive, Silver Spring, Maryland, 20901---------	$714.54	
To SHIRLEY DIXON, Centreville, Maryland, 21617----------	357.27	
To HILDA DENNY, Centreville Heights, Centreville, MD, 21617----------	357.27	
	$7,145.42	$7,145.42

August 8, 1977

J Thomas Clark

Auditor

IRMA PALMER, et al	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
	*	No. 5740
UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF HAROLD BROWN, et al	*	

NISI RATIFICATION OF AUDIT

ORDERED this 8th day of August, 1977, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 24th day of August, 1977, unless cause to the contrary thereof be previously shown; provided notice is given in manner provided by Maryland Rule 595 g to persons entitled thereto.

Charles H. Earl Clerk

Filed August 8, 1977

IRMA PALMER, et al.	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 5740
	*	
UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF HAROLD BROWN, et al	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 24th day of August, 1977, by the Court that the account of the Auditor is finally ratified and confirmed, and David C. Bryan & J. Donald Braden, ~~Attorneys~~/Trustees, are directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Charles H. Cecil, Clerk

Filed August 24, 1977

IRMA PALMER, et. al.	:	IN THE CIRCUIT COURT
Plaintiffs	:	
vs.	:	FOR
UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF HOWARD BROWN, et. al.	:	QUEEN ANNE'S COUNTY
Defendants	:	IN EQUITY No. 5740

: : : : : : : : : :

TO THE HONORABLE, THE JUDGE OF SAID COURT:

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

1. That this account is stated at the request of David C. Bryan, and J. Donald Braden, Trustees in the sale of land, wherein it appears that the proceeds of sale are sufficient to pay the expenses of said sale, and the remaining amount is to be distributed among the heirs.

2. That in the within account of David C. Bryan and J. Donald Braden, Trustees, are charged with the proceeds of sale made by them, and they are allowed their commissions for sale of said land, the court costs in this cause, the additional court costs which we failed to state in the original report dated and filed August 8, 1977, the premium on the bonds, the costs of advertising notice of sale, publication of sale, and Order Nisi of Sale filed in this cause, the premium for fire insurance, the state and county taxes, the register of Wills for certified copy of the Will, The register of Wills for inheritance taxes which we failed to state in the original report dated and filed August 8, 1977, the fee of the surveyor, the appraisal fee, the auctioneer's fee, and the fee of your Auditor; and the balance was credited toward the distribution.

Respectfully submitted,

August 30, 1977

J. Thomas Clark

J. Thomas Clark, Auditor

FILED
AUG 30 1977

CAUSE NO. 5740

The proceeds of sale of land reported in this cause in account with David C. Bryan and J. Donald Braden, Trustees, in the sale of land, and vendors of said land.

CR.

1977 March 8	By procees of the sale of land, per reports of said vendors, to wit	$8,500.00
	Interest to date of purchase paid on account	248.26
		$8,748.26

DR.

To David C. Bryan and J. Donald Braden, Trustees, for their commissions in sale of land		$ 575.00
To Do, for an amount paid Charles W. Cecil, Clerk for		
1. bill of complaint	$40.00	
2. petition for revision	10.00	50.00
To Do, for an amount owed Charles W. Cecil, Clerk for closing costs		209.00
To Do, for an amount paid Madlyn E. Wooters, Register of Wills for certified copy of Will		3.00
To Do, for an amount owed Madlyn E. Wooters, Register of Wills for 1% inheritance tax on sale of said land		85.00
To Do, for an amount paid Charles E. Anthony, Jr., for appraisal of said land		60.00
To Do, for an amount paid W. R. Nuttle, Inc. Registered Surveyor, for survey, plat and description of said land		125.00
To Do, for an amount paid Eastern Shore Estates, Co., for bond premium in estate		
1. 1975-76	70.00	
2. 1977	70.00	140.00
To Do,, for an amount paid W. M. Freestate Agency, for fire insurance		27.00
To Do, for an amount paid Oscar A. Schulz, Treasurer, for taxes for		
1. 1974-1975	82.37	
2. 1976-1977	90.59	172.96
To Do, for an amount paid the Queen Anne's Record-Observer for		
1. Order of Publication	84.38	
2. Notice of sale	72.00	
3. Order Nisi	22.50	178.88
To Do, for an amount paid Joseph Jackson, Auctioneer, for crying said sale		25.00

August 30, 1977

J. Thomas Clark
AUDITOR

To Do, for an amount due J. Thomas Clark, Auditor, for

1. stating this account	$45.00		
2. notifying parties	30.00	$ 75.00	
To David C. Bryan and J. Donald Braden, Trustees, the remaining balance to be distributed later		$7,022.42	
		$8,748.26	$8,748.26

August 30, 1977

J Thomas Clark
Auditor

CR.

By David C. Bryan and J. Donad Braden, Trustees, the remaining balance to be distributed----------$7,022.42

DR.

To IRMA PALMER, Grasonville, Maryland, 21638----------$702.24

To W. FRANCIS IRELAND, Grasonville, Maryland, 21638---------- 702.24

To RALPH E. IRELAND, Grasonville, Maryland, 21638---------- 702.24

To HOWARD F. IRELAND, Grasonville, Maryland, 21638---------- 702.24

To LULA WILSON, Grasonville, Maryland, 21638---------- 702.24

To PEARL WILSON BROWN, Grasonville, Maryland, 21638---------- 702.24

To NORA DODD, Trappe, Maryland---------- 702.24

To MARGARET JONES, Trapee, Maryland---------- 702.24

To MARY DESHIELDS, 32 Eastmore Drive, Silver Spring, Maryland, 20901---------- 702.24

To SHIRLEY DIXON, Centreville, Maryland, 21617----- 468.16

To HILDA DENNY, Centreville Heights, Centreville, MD, 21617---------- 234.08

$7,022.43 $7,022.42

August 8, 1977

J Thomas Clark
Auditor

IRMA PALMER, et. al.

Plaintiffs

vs.

UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF HOWARD BROWN, et. al.

Defendants

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY NO. 5740

: : : : : : : : : :

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on August 30, 1977, the date the audit in the above-entitled cause was filed in this Court, that he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

David C. Bryan, Esquire
111 Lawyers Row
Centreville, MD 21617

Irma Palmer
Grasonville, MD 21638

Howard F. Ireland
Grasonville, MD 21638

Pearl Wilson Brown
Grasonville, MD 21638

Margaret Jones
Trappe, MD 21673

Shirley Dixon
Centreville, MD 21617

Ralph E. Ireland
Grasonville, MD 21638

J. Donald Braden, Esquire
204 N. Commerce Street
Centreville, MD 21617

W. Francis Ireland
Grasonville, MD 21638

Lula Wilson
Grasonville, MD 21638

Nora Dodd
Trappe, MD 21673

Mary Deshields
32 Eastmore Drive
Silver Spring, MD 20901

Hilda Denny
Centreville Heights
Centreville, MD 21617

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on August 30, 1977, with the Clerk of Court, Centreville, Maryland, and the exceptions to said audit must be filed on or before September 14, 1977, and that if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on September 15, 1977.

August 30, 1977

J. Thomas Clark
Auditor

FILED
AUG 30 1977

IRMA PALMER, et al.	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
	*	No. 5740
UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF HAROLD BROWN, et al..	*	

NISI RATIFICATION OF AUDIT

ORDERED this 30th day of August, 19 77, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 15th day of September, 1977, 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.

Charlie H. Cecil Clerk

Filed August 30, 1977

IRMA PALMER, et al.	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 5740
	*	
UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF HAROLD BROWN, et al.,	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 15th day of September, 19 77, by the Court that the account of the Auditor is finally ratified and confirmed, and David C. Bryan & J. Donald Braden, ~~ASSIGNEE~~/Trustees, is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Charles H. Beal, Jr. Clerk

Filed September 15, 1977

WILLIAM H. DEAN AND
NAOMI E. DEAN
Centreville Heights
Centreville, MD 21617

vs.

DONALD M. CRONSHAW AND
DIANNE F. CRONSHAW, his wife
109 Kidwell Avenue
Centreville, MD 21617

* IN THE CIRCUIT COURT FOR
* QUEEN ANNE'S COUNTY
*
* IN EQUITY NO. 5884
*
*
*
* OCT 19-76 * 23445 *****40.00
* OCT 19-76 A 923445 *****40.00

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 Donald Morris Cronshaw and Dianne Fowler Cronshaw, his wife, to William H. Dean and Naomi E. Dean, his wife, dated September 29, 1975, and recorded among the Land Records of Queen Anne's County in Liber CWC No. 97, Folio 338; default having occurred in the terms thereof by reason of the nonpayment when due of the principal and interest of the note secured by said mortgage; and you will file in said suit the original of said mortgage as well as the accompanying military affidavit and statement of indebtedness.

CLARK AND CLARK

John T. Clark, III
118 N. Commerce Street
Centreville, MD 21617
758-1392
Attorney for Mortgagees

William H. Dean
Centreville Heights
Centreville, MD 21617
758-0982

Naomi E. Dean
Centreville Heights
Centreville, MD 21617
758-0982

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

I HEREBY CERTIFY, that on this 15th day of October, 1976 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared William H. Dean and Naomi E. Dean, his wife, and made oath in due form of law that Donald M. Cronshaw and Dianne F. Cronshaw, his wife, the mortgagors referred to in the aforegoing Order to Docket Suit, are not now, nor have either of them been within six (6) months prior hereto, in the military service of the United States of America, as defined by the Soldiers' and Sailors' Relief Act, and amendments thereto and that this information is gotten from persons who know the mortgagors.

FILED
OCT 19 1976

Notary Public

My commission expires July 1, 1978

DOCUMENT NO. 81,504

This Mortgage, made this 29th day of September, 1975, by and between

DONALD MORRIS CRONSHAW and DIANNE FOWLER CRONSHAW, his wife, of the first part, hereinafter referred to as MORTGAGOR, and WILLIAM H. DEAN and NAOMI E. DEAN, his wife, of the second part, hereinafter referred to as MORTGAGEE.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporeaneous herewith, evidenced by a promissory note of even date herewith in the principal sum of THIRTY-FIVE THOUSAND DOLLARS ($35,000.00) payable, with interest thereon from the date hereof at the rate of Nine (9%) per centum per annum on the unpaid principal until paid, at the designated office of the holder, in the manner following:

Said indebtedness and the interest to accrue thereon shall be paid in 60 consecutive, monthly installments, the first installment to be due and payable one (1) month from the date hereof; the first 59 consecutive monthly installments of principal and interest to be in the amount of $443.37 each and the 60th consecutive monthly installment of principal and interest to be in the amount of the entire balance of principal and interest at that time due, which said 60th installment shall in all events be due and payable five (5) years from the date of this mortgage.

Prepayment of said indebtedness shall be permitted at any time, in whole or in part, without premium or penalty, with interest to cease on the principal indebtedness so prepaid.

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:

PARCEL NO. 1

ALL that lot or parcel of land situate, lying and being in the Town of Centreville, Third Election District of Queen Anne's County, State of Maryland, on the North side of Kidwell Avenue, in said Town, and being designated as Lot No. 2 of Troxal Subdivision Plat duly recorded among the Land Records of Queen Anne's County aforesaid in Liber TSP No. 52, folio 111.

BEING the same lot or parcel of land which was granted and conveyed unto Donald Morris Cronshaw and Dianne Fowler Cronshaw from Thomas N. Gannon and Pamela Nelson Gannon by deed dated October 2, 1969 and recorded among the Land Records of Queen Anne's County in Liber CWC No. 44, folio 79.

SUBJECT, nevertheless, to the restrictive covenants and conditions more fully set out in a deed from John McKenny, et al, to Dorothy E. Connolly, single lady, dated December 2, 1959, and recorded in Liber TSP No. 52, folio 112, a land record book for Queen Anne's County, State of Maryland, said covenants and conditions being hereby incorporated in this Mortgage as a part hereof as is evidenced by the execution of these presents and by the acceptance by the Grantees of its delivery.

PARCEL NO. 2

ALL that lot or tract of land, improved by a frame dwelling house and outbuildings, situate, lying and being in or near the village of Price, in the Second Election District of Queen Anne's County, State of Maryland, on the southeast side of the public road leading from Price to Roberts, and more particularly described as follows, to wit:

(Continued on separate page)

FILED
OCT 19 1976

BEGINNING at a point on said Public Road on the southeast side thereof, where the said lot corners with the lot formerly of Indina Massey, and running in a northeasterly direction with said road a distance of 42.8 feet until it intersects the division line between the lot hereby conveyed and the lot known as Lot Number 33; and running with said division line in a southereasterly direction 200 fee to an alley in the rear of said lots; thence in a southwesterly direction with said alley a distance of 42.8 feet until it intersects the division line of the lot hereby conveyed and the lot formerly owned by Indiana Massey; thence with said division line in a northwesterly direction a distance of 200 feet to the place of beginning, said lot hereby conveyed being known as Lot Number thirty-four (34) on a plat showing the "Cooper Sub-Division of the Brown'Faithful land at Price's Station", made by F.E. Schneffe, and recorded in Liber WFW No. 3, folio 370.

BEING the same land granted and conveyed unto Donald M. Cronshaw, by Isabelle M, Kimbles and William Dunbar Gould, Personal Representatives of the Estate of G. Edward Furbush, by deed dated the 5th of April, 1971, and recorded in Liber CWC No. 54, folio 164 of the Land Records of Queen Anne's County.

RECEIVED FOR RECORD
& RECORDED IN LIBER C.W.C.
No. 92 FOLIO 338

1975 SEP 29 PM 3:10

Land RECORD FOR
QUEEN ANNE'S CO., MD.
CHARLES W. CECIL, CLERK

SEP 29-75 * 29899 ****127.00
SEP 29-75 A #29899 ****115.50
SEP 29-75 A #29898 *****11.50

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

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

AND the Mortgagor covenants with the Mortgagee as follows: (1) To repay the indebtedness, together with interest, secured by this mortgage, when due, (2) to keep the improvements on the premises insured against loss or damage by fire and such other hazards as may be required by the Mortgagee, to the amount of at least the insurable value thereof, in an insurance company or companies selected by the Mortgagee, and to have all said policies so framed or endorsed that the proceeds arising from said policies, in case of loss or damage, shall be payable to the Mortgagee only, and may, at his option, be applied to the extinguishment of the indebtedness and sums secured by this mortgage, whether then due or not, or used for the reconstruction of the improvements on the mortgaged property, and to deliver all said policies to the Mortgagee to be kept by him, (3) to pay all taxes, water and sewer charges, insurance premiums, public dues and assessments, for which the Mortgagor and/or the property hereby mortgaged may become liable, when payable; in the event the Mortgagor fails to make the said payments, the Mortgagee is hereby authorized to pay the same, and the amount so paid shall then be added to the principal indebtedness secured by this mortgage and bear interest at the rate of ~~XXXXXX~~ nine (9%) per centum per annum from the date of said payment, and the Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor to keep the improvements on said property in good condition and repair, the Mortgagee may demand the immediate repair thereof or an increase in the amount of security or the immediate repayment of the indebtedness hereby secured, and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee may, without notice, institute proceedings to foreclose this mortgage and apply for the appointment of a receiver as herein provided, (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents, issues and profits of said premises and account therefor as the Court may direct, (6) that in case of default in the payment of said debt, or interest, or any part of either, when due, or in any covenant of this Mortgage, or should title to the hereby mortgaged property be acquired by any persons or corporations, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the Mortgagee's written consent, then the whole debt intended to be secured and all moneys owing hereunder or secured hereby shall, at the option of the Mortgagee, be due and demandable, and the Mortgagee, or J. Thomas Clark 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 $150.00 for conducting the proceedings if without contest, but if legal services be rendered to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper, and also to the payment of a commission to the party making sale equal to the commission allowed trustees making sales of property under a decree of a Court of equity in the County where the sale is reported; second, to the payment of all claims of the Mortgagee, whether the same shall have matured or not; and third, the balance, if any, to the Mortgagor or to whomsoever shall be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid when suit has been docketed in the proper Court for the purpose of foreclosure under the power of sale granted herein, (7) that in the event of sale of the mortgaged property under the power of sale granted herein, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as part hereof, (8) that the Mortgagor will warrant specially the property hereby conveyed and will execute such further assurances as may be requisite.

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

WITNESS the hand and seal of the Mortgagor:

WITNESS:

J. T. Clark III

J. T. Clark III

Donald Morris Cronshaw (SEAL)
Donald Morris Cronshaw

Dianne Fowler Cronshaw (SEAL)
Dianne Fowler Cronshaw

(SEAL)

(SEAL)

STATE OF MARYLAND
COUNTY OF Queen Anne's

On this the 29th day of September, 1995, before me, * John T. Clark III, the undersigned officer, personally appeared Donald Morris Cronshaw and Dianne Fowler Cronshaw, 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. Dean and Naomi E. Dean 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.)* The consideration herein has been disbursed over from the Mortgagee to the Mortgagor at a time no later than the final, complete execution of this Mortgage.

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

NOTARY PUBLIC

J. T. Clark III
Notary Public

*Here insert the name of the officer who takes the acknowledgment.

WILLIAM H. DEAN AND NAOMI E. DEAN Centreville Heights Centreville, MD 21617	* * * * *	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY NO.
vs.		
DONALD M. CRONSHAW AND DIANNE F. CRONSHAW, his wife 109 Kidwell Avenue Centreville, MD 21617	* * * *	

STATEMENT OF MORTGAGE INDEBTEDNESS

Balance due on principal of mortgage note dated September 29, 1975, in the gross amount of $35,000.00 by Donald M. Cronshaw and Dianne F. Cronshaw, his wife, to William H. Dean and Naomi E. Dean, his wife.	$32,934.12
With earned interest through October 19, 1976.	658.68
	$33,592.80

Per diem interest rate: $8.23

STATE OF MARYLAND)
) To Wit:
QUEEN ANNE'S COUNTY)

This is to certify that on this 19th day of Oct., 1976, before the subscriber, a Notary Public of the State and County of Kent ~~aforesaid~~, personally appeared John T. Clark, III, Attorney for the Mortgagees, and made oath in due form of law that the aforegoing statement of mortgage indebtedness due by Donald M. Cronshaw and Dianne F. Cronshaw, his wife, under the above described mortgage note is true to the best of his knowledge, information and belief, and there is no credit due thereon.

Ruth E. Doshell
Notary Public

My commission expires July 1, 1978

FILED
OCT 19 1976

WILLIAM H. DEAN and
NAOMI E. DEAN, his wife

vs.

DONALD M. CRONSHAW and
DIANNE F. CRONSHAW, his wife

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY NO. 5884

AFFIDAVIT

I HEREBY CERTIFY, that on this 24th day of November, 1976, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County ~~aforesaid~~ of Queen Anne's, personally appeared William H. Dean and Naomi E. Dean, Mortgagees ~~acting~~ in the above entitled cause acting under a power of sale and made oath in due form of law that registered mail notice of the time, place and terms of sale in this cause were duly served by registered mail on Donald M. Cronshaw and Dianne F. Cronshaw, his wife, as prescribed by Rule W 74 (2) (c) of the Maryland Rules of Procedure; and attached hereto and made a part hereof are the copies of said letters that were sent on November 16, 1976, as well as the postal documents showing that the registered letters were sent on November 16, 1976, as well as the receipts of the postal documents showing that the letters were received on November 16, 1976.

John T. Chaffe III
Notary Public

My Commission Expires: 7/1/78

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NOV 24 1976

Donald M. Cronshaw
109 Kidwell Avenue
Centreville, MD 21617

Dear Mr. Cronshaw:

As you know, we have brought foreclosure proceedings on your property. Your property will be sold in front of the Court House, in the Town of Centreville, Queen Anne's County, Maryland, on November 26, 1976, at 11:00 A.M. The terms of the sale are that each parcel shall be sold separately. All of the following information applies to the purchase of either parcel: The Purchaser(s) shall be required to pay ten percent (10 pct.) of the purchase price in cash or by chasier's check or certified check on day of sale, with the balance to be paid in like manner within ten (10) days of the ratification of the sale by the Circuit Court for Queen Anne's County; said balance to bear interest at the rate of six percent (6pct.) per annum from day of sale to day of settlement, or all cash on the day of sale as the Purchaser(s) may elect. At the time and place of sale, the Purchaser(s) will be required to make affidavit as required by Rule BR (6) (b) (3) of the Maryland Rules of Procedure.

Full possession will be given to the Purchaser(s) upon ratification of the sale and payment of the full purchase price. Taxes and other public assessments and charges will be apportioned to date of final settlement. All transfer expenses, including preparation and recording of the deed, documentary stamps, transfer tax, notary fees, etc. are to be paid by the Purchaser(s).

Enclosed herein is a copy of the advertisement as it appered in the paper.

William H. Dean

William H. Dean

Naomi E. Dean

Naomi E. Dean

Mortgagees

Mrs. Dianne F. Cronshaw
109 Kidwell Avenue
Centreville, MD 21617

Dear Mrs. Cronshaw:

As you know, we have brought foreclosure proceedings on your property. Your property will be sold in front of the Court House, in the Town of Centreville, Queen Anne's County, Maryland, on November 26, 1976, at 11:00 A.M. The terms of the sale are that each parcel shall be sold separately. All of the following information applies to the purchase of either parcel: The Purchaser(s) shall be required to pay ten percent (10 pct.) of the purchase price in cash or by cashier's check or certified check on day of sale, with the balance to be paid in like manner within ten (10) days of the ratification of the sale by the Circuit Court for Queen Anne's County; said balance to bear interest at the rate of six percent (6 pct.) per annum from day of sale to day of settlement, or all cash on the day of sale as the Purchaser(s) may elect. At the time and place of sale, the Purchaser(s) will be required to make affidavit as required by Rule BR (6) (b) (3) of the Maryland Rules of Procedure.

Full possession will be given to the Purchaser(s) upon ratification of the sale and payment of the full purchase price. Taxes and other public assessments and charges will be apportioned to date of final settlement. All transfer expenses, including preparation and recording of the deed, documentary stamps, transfer tax, notary fees, etc. are to be paid by the Purchaser(s).

Enclosed herein is a copy of the advertisement as it appeared in the paper.

William H. Dean
William H. Dean

Naomi E. Dean
Naomi E. Dean

Mortgagees

SALE OF VALUABLE

FEE SIMPLE HOME IN CENTREVILLE AND VALUABLE FEE SIMPLE HOME IN PRICE

Under and by virtue of the power of sale contained in a certain mortgage from Donald Morris Cronshaw and Dianne Fowler Cronshaw to William H. Dean and Naomi E. Dean, dated September 29, 1975, recorded among the Land Records of Queen Anne's County in Liber CWC No. 97, folio 338, the undersigned will sell each parcel separately at PUBLIC AUCTION in front of the Court House Door, in the Town of Centreville, Queen Anne's County, Maryland on

NOVEMBER 26, 1976

at 11:00 A.M. the following fee simple parcels:

PARCEL NO. 1

ALL that lot or parcel of land situate, lying and being in the Town of Centreville, Third Election District of Queen Anne's County, State of Maryland, on the North side of Kidwell Avenue, in said Town, and being designated as Lot No. 2 of Troxal Subdivision Plat duly recorded among the Land Records of Queen Anne's County aforesaid in Liber TSP No. 52, folio 111.

BEING the same lot or parcel of land which was granted and conveyed unto Donald Morris Cronshaw and Dianne Fowler Cronshaw from Thomas N. Gannon and Pamela Nelson Gannon by deed dated October 2, 1969, and recorded among the Land Records of Queen Anne's County in Liber CWC No. 44, folio 79.

SUBJECT, nevertheless, to the restrictive convenants and conditions more fully set out in a deed from John McKenny, et al, to Dorothy E. Connolly, single lady, dated December 2, 1959, and recorded in Liber TSP No. 52, folio 112, a land record book for Queen Anne's County State of Maryland, said covenants and conditions being hereby incorporated in this Mortgage as a part hereof as is evidenced by the execution of these presents and by the acceptance by the Grantees of its delivery.

TOGETHER with the buildings and improvements 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 consisting of one-story house in Centreville with kitchen, dining room area, living room, three bedrooms, and one bath. It has town water and sewer, and has electric heat.

PARCEL NO. 2

ALL that lot or tract of land, improved by a frame dwelling house and outbuildings, situate, lying and being in or near the village of Price, in the Second Election District of Queen Anne's County, State of Maryland, on the southeast side of the public road leading from Price to Roberts, and more particularly described as follows, to wit:

BEGINNING at a point on said Public Road on the southeast side thereof, where the said lot corners with the lot formerly of Indiana Massey, and running in a northeasterly direction with said road a distance of 42.8 feet until it intersects the division line between the lot hereby conveyed and the lot known as Lot Number 33; and running with said division line in a southeasterly direction 200 feet to an alley in the rear of said lots; thence in a southwesterly direction with said alley a distance of 42.8 feet until it intersects the division line of the lot hereby conveyed and the lot formerly owned by Indiana Massey; thence with said division line in a northwesterly direction a distance of 200 feet to the place of beginning, said lot hereby conveyed being known as Lot Number 34, on a plat showing the "Cooper Sub-division of the Brown Faithful land at Price's Station," made by F.E. Schneffe, and recorded in Liber WFW No. 3, folio 370.

BEING the same land granted and conveyed unto Donald M. Cronshaw, by Isabelle M. Kimbles and William Dunbar Gould, Personal Representatives of the Estate of G. Edward Furbush, by deed dated the 5th of April, 1971, and recorded in Liber CWC No. 54, folio 164 of the Land Records of Queen Anne's County.

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

IMPROVEMENTS consisting of a two-story house in Price with four rooms.

TERMS OF SALE: Each parcel shall be sold separately. All of the following information applies to the purchase of either Parcel. The Purchaser(s) shall be required to pay ten percent (10 pct.) of the purchase price in cash or by cashier's check or certified check on the day of sale, with the balance to be paid in like manner within ten (10) days of the ratification of the sale by the Circuit Court for Queen Anne's County; said balance to bear interest at the rate of six percent (6 pct.) per annum from day of sale to day of settlement, or all cash on the day of sale as the Purchaser(s) may elect. At the time and place

folio 111.

BEING the same lot or parcel of land which was granted and conveyed unto Donald Morris Cronshaw and Anne Fowler Cronshaw from Thomas N. G[illegible]n and Pamela Nelson Gannon by deed dated October 2, 1969, and recorded among the Land Records of Queen Anne's County in Liber CWC No. 44, folio 79.

SUBJECT, nevertheless, to the restrictive convenants and conditions more fully set out in a deed from John McKenny, et al, to Dorothy E. Connolly, single lady, dated December 2, 1959, and recorded in Liber TSP No. 52, follo 112, a land record book for Queen Anne's County State of Maryland, said covenants and conditions being hereby incorporated in this Mortgage as a part hereof as is evidenced by the execution of these presents and by the acceptance by the Grantees of its delivery.

TOGETHER with the buildings and improvements 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 consisting of one-story house in Centreville with kitchen, dining room area, living room, three bedrooms, and one bath. It has town water and sewer, and has electric heat.

PARCEL NO. 2

ALL that lot or tract of land, improved by a frame dwelling house and outbuildings, situate, lying and being in or near the village of Price, in the Second Election District of Queen Anne's County, State of Maryland, on the southeast side of the public road leading from Price to Roberts, and more particularly described as follows, to wit:

BEGINNING at a point on said Public Road on the southeast side thereof, where the said lot corners with the lot formerly of Indiana Massey, and running in a northeasterly direction with said road a distance of 42.8 feet until it intersects the division line between the lot hereby conveyed and the lot known as Lot Number 33; and running with said division line in a southeasterly direction 200 feet to an alley in the rear of said lots; thence in a southwesterly direction with said alley a distance of 42.8 feet until it intersects the division line of the lot hereby conveyed and the lot formerly owned by Indiana Massey; thence with said division line in a northwesterly direction a distance of 200 feet to the place of beginning, said lot hereby conveyed being known as Lot Number 34, on a plat showing the "Cooper Sub-division of the Brown Faithful land at Price's Station," made by F.E. Schneffe, and recorded in Liber WFW No. 3, folio 370.

BEING the same land granted and conveyed unto Donald M. Cronshaw, by Isabelle M. Kimbles and William Dunbar Gould, Personal Representatives of the Estate of G. Edward Furbush, by deed dated the 5th of April, 1971, and recorded in Liber CWC No. 54, folio 164 of the Land Records of Queen Anne's County.

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

IMPROVEMENTS consisting of a two-story house in Price with four rooms.

TERMS OF SALE: Each parcel shall be sold separately. All of the following information applies to the purchase of either Parcel. The Purchaser(s) shall be required to pay ten percent (10 pct.) of the purchase price in cash or by cashier's check or certified check on the day of sale, with the balance to be paid in like manner within ten (10) days of the ratification of the sale by the Circuit Court for Queen Anne's County; said balance to bear interest at the rate of six percent (6 pct.) per annum from day of sale to day of settlement, or all cash on the day of sale as the Purchaser(s) may elect. At the time and place of sale, the Purchaser(s) will be required to make affadavit as required by Rule BR (6) (b) (3) of the Maryland Rules of Procedure.

Full possession will be given to the Purchaser(s) upon ratification of the sale and payment of the full purchase price. Taxes and other public assessments and charges will be apportioned to date of final settlement. All transfer expenses, including preparation and recording of the deed, documentary stamps, transfer tax, notary fees, etc. are to be paid by the Purchaser(s).

WILLIAM H. DEAN
NAOMI E. DEAN
Mortgagees

LLOYD ANDREWS, SR.
Auctioneer

REGISTERED NO. 438

Value	$100.00	Special Delivery	$
Reg. Fee	$ 2.10	Return Receipt	$ 2.5
Handling Charge	$	Restricted Delivery	$
Postage	$ .13	☐ AIRMAIL	

POSTMASTER (By) YHC

POSTMARK OF CENTREVILLE NOV 16 1976 MD. MAILING OFFICE

FROM Wm H + Naomi E Dean
Rt-1
21617

TO Mr Donald M Cronshaw
109 Kidwell Ave
21617

G.P.O.:1974—563-269

REGISTERED NO. 437

Value	$100.00	Special Delivery	$
Reg. Fee	$ 2.10	Return Receipt	$ 2.5
Handling Charge	$	Restricted Delivery	$
Postage	$ .13	☐ AIRMAIL	

POSTMASTER (By) YHC

POSTMARK OF CENTREVILLE NOV 16 1976 MD. MAILING OFFICE

FROM Wm H + Naomi Dean
Rt-1
21617

TO Mrs Dianne F. Cronshaw
109 Kidwell Ave
21617

G.P.O.:1974—563-269

PS Form 3811, Mar. 1976 — RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
   - ☑ Show to whom and date delivered..... 15¢
   - ☐ Show to whom, date, & address of delivery.. 35¢
   - ☐ RESTRICTED DELIVERY. Show to whom and date delivered..... 65¢
   - ☐ RESTRICTED DELIVERY. Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO: Donald M Cronshaw

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
438		

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4. Dianne Cronshaw

DATE OF DELIVERY 11/16/76 — POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: — CLERK'S INITIALS CAC

☆ GOP: 1976—O-203-456

PS Form 3811, Mar. 1976 — RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
   - ☑ Show to whom and date delivered..... 15¢
   - ☐ Show to whom, date, & address of delivery.. 35¢
   - ☐ RESTRICTED DELIVERY. Show to whom and date delivered..... 65¢
   - ☐ RESTRICTED DELIVERY. Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO: Dianne F Cronshaw

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
437		

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4. Dianne Cronshaw

DATE OF DELIVERY 11/16/76 — POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: — CLERK'S INITIALS CAC

☆ GOP: 1976—O-203-456

WILLIAM H. DEAN and
NAOMI E. DEAN, his wife

vs.

DONALD M. CRONSHAW and
DIANNE F. CRONSHAW

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY NO. 5884

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of William H. Dean and Naomi E. Dean, his wife, Morgagees, unto your Honor respectfully shows:

1. That Donald Morris Cronshaw and Dianne Fowler Cronshaw, who are the same as Donald M. Cronshaw and Dianne F. Cronshaw in the titling of this case, did by mortgage dated September 29, 1975, and recorded among the Land Records of Queen Anne's County in Liber CWC No. 97, folio 338, the original of which has been filed herein, granted and conveyed unto William H. Dean and Naomi E. Dean, his wife, certain land described in said mortgage to secure unto it the payment of THIRTY-FIVE THOUSAND DOLLARS ($35,000.00) loaned with interest thereon at the rate of nine (9%) per centum per annum, which said mortgage contains a power of sale of the mortgaged property to be exercised by the said Mortgagees in case of any default in the Covenants or conditions of said mortgage.

2. That default occurred in the terms of said mortgage by reason of non-payment of the principal and interest payable under the terms of the mortgage when due. The Mortgagees herein have filed a statement of indebtedness previously in these proceedings.

3. That prior to the time of sale hereinafter mentioned the Mortgagees filed with the Clerk of the Court a bond, duly approved by said Clerk, given to the State of Maryland, executed by William H. Dean and Naomi E. Dean, Mortgagees and Western Surety Company (a corporation having the authority to become sole surety on bonds of this character) as surety in the penal sum of THIRTY-EIGHT THOUSAND DOLLARS ($38,000.00) containing the conditions required by law relative to the forclousres of mortgage under a power of sale contained therein; a certified copy of the bond is to be filed in this proceeding by the Clerk of the Court.

4. That, before making a sale of the mortgaged property, the Mortgagees herein, William H. Dean and Naomi E. Dean, gave notice of the time, place and terms thereof, by advertisement in the Queen Anne's Record-Observer, a weekly newspaper published in Queen Anne's County; a certificate of the publication thereof is being filed with this report; such notice being given at least once in each week for three (3) week successive weeks, the first such publication being not less than fifteen (15) days prior to sale and the last such publication being not more than one (1) week prior to sale, pursuant to Maryland Rule W 74 a 2.

5. That pursuant to the advertised notice of sale, the mortgagees herein, William H. Dean and Naomi E. Dean, did attend in front of the Court House in Centreville Queen Anne's County, Maryland at 11:00 o'clock a.m. on November 26, 1976, and then and there proceeded to make sale of the property so advertised for sale in the following manner: The advertisement of sale published in the Queen Anne's Record-Observer as

aforesaid was read aloud for a considerable length of time; it was explained that the two parcels would be sold separately with Parcel No. 1 in the advertisement being sold first and then Parcel No. 2; the auctioneer cried the sale; Parcel No 1. was sold to Robert L. Covington, who was acting as agent for himself and his wife, Mary Elizabeth Covington, he being then and there the highest bidder; therefor, at and for the sum of Twenty-Eight Thousand and Five Hundred Dollars ($28,500.00); and Parcel No. 2 was sold to Edwin F. Gannon, who was acting as agent for himself and his wife, Barbara B. Gannon, he being then and there the highest bidder; therefor, at and for the sum of Two Thousand Nine Hundred Dollars ($2,900.00).

6. That the said purchasers complied with the terms of sale by paying unto William H. Dean and Naomi E. Dean, the Mortgagees the sum of $2,850.00 for Parcel No. 1 and $290.00 for Parcel No. 2, respectively, the sums representing 10% of the purchase price of herein mentioned properties.

Respectfully submitted:

William H. Dean

William H. Dean

Naomi E. Dean

Naomi E. Dean

Mortgagees

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

I HEREBY CERTIFY, that on this 17th day of December, 1976, before me, the subscriber, a Notary Public for Queen Anne's County, Maryland, personally appeared William H. Dean and Naomi E. Dean, Mortgagees, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and bona fide as therein stated, and that the sale made by them as Mortgagees, acting under a power of sale, and therein reported, was fairly made.

John T. Clark III

Notary Public

My commission expires: 7/1/78

SALE OF VALUABLE FEE SIMPLE HOME IN CENTREVILLE AND VALUABLE FEE SIMPLE HOME IN PRICE

Under and by virtue of the power of sale contained in a certain mortgage from Donald Morris Cronshaw and Dianne Fowler Cronshaw to William H. Dean and Naomi E. Dean, dated September 29, 1975, recorded among the Land Records of Queen Anne's County in Liber CWC No. 97, folio 338, the undersigned will sell each parcel separately at PUBLIC AUCTION in front of the Court House Door, in the Town of Centreville, Queen Anne's County, Maryland on

NOVEMBER 26, 1976

at 11:00 A.M. the following fee simple parcels:

PARCEL NO. 1

ALL that lot or parcel of land situate, lying and being in the Town of Centreville, Third Election District of Queen Anne's County, State of Maryland, on the North side of Kidwell Avenue, in said Town, and being designated as Lot No. 2 of Troxal Subdivision Plat duly recorded among the Land Records of Queen Anne's County aforesaid in Liber TSP No. 52, folio 111.

BEING the same lot or parcel of land which was granted and conveyed unto Donald Morris Cronshaw and Dianne Fowler Cronshaw from Thomas N. Gannon and Pamela Nelson Gannon by deed dated October 2, 1969, and recorded among the Land Records of Queen Anne's County in Liber CWC No. 44, folio 79.

SUBJECT, nevertheless, to the restrictive convenants and conditions more fully set out in a deed from John McKenny, et al, to Dorothy E. Connolly, single lady, dated December 2, 1959, and recorded in Liber TSP No. 52, folio 112, a land record book for Queen Anne's County State of Maryland, said covenants and conditions being hereby incorporated in this Mortgage as a part hereof as is evidenced by the execution of these presents and by the acceptance by the Grantees of its delivery.

TOGETHER with the buildings and improvements 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 consisting of one-story house in Centreville with kitchen, dining room area, living room, three bedrooms, and one bath. It has town water and sewer, and has electric heat.

PARCEL NO. 2

ALL that lot or tract of land, improved by a frame dwelling house and outbuildings, situate, lying and being in or near the village of Price, in the Second Election District of Queen Anne's County, State of Maryland, on the southeast side of the public road leading from Price to Roberts, and more particularly described as follows, to wit:

BEGINNING at a point on said Public Road on the southeast side thereof, where the said lot corners with the lot formerly of Indiana Massey, and running in a northeasterly direction with said road a distance of 42.8 feet until it intersects the division line between the lot hereby conveyed and the lot known as Lot Number 33; and running with said division line in a southeasterly direction 200 feet to an alley in the rear of said lots; thence in a southwesterly direction with said alley a distance of 42.8 feet until it intersects the division line of the lot hereby conveyed and the lot formerly owned by Indiana Massey; thence with said division line in a northwesterly direction a distance of 200 feet to the place of beginning, said lot hereby conveyed being known as Lot Number 34, on a plat showing the "Cooper Sub-division of the Brown Faithful land at Price's Station," made by F.E. Schneffe, and recorded in Liber WFW No. 3, folio 370.

BEING the same land granted and conveyed unto Donald M. Cronshaw, by Isabelle M. Kimbles and William Dunbar Gould, Personal Representatives of the Estate of G. Edward Furbush, by deed dated the 5th of April, 1971, and recorded in Liber CWC No. 54, folio 164 of the Land Records of Queen Anne's County.

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

IMPROVEMENTS consisting of a two-story house in Price with four rooms.

TERMS OF SALE: Each parcel shall be sold separately. All of the following information applies to the purchase of either Parcel. The Purchaser(s) shall be required to pay ten percent (10 pct.) of the purchase price in cash or by cashier's check or certified check on the day of sale, with the balance to be paid in like manner within ten (10) days of the ratification of the sale by the Circuit Court for Queen Anne's County; said balance to bear interest at the rate of six percent (6 pct.) per annum from day of sale to day of settlement, or all cash on the day of sale as the Purchaser(s) may elect. At the time and place of sale, the Purchaser(s) will be required to make affadavit as required by Rule BR (6) (b) (3) of the Maryland Rules of Procedure.

Full possession will be given to the Purchaser(s) upon ratification of the sale and payment of the full purchase price. Taxes and other public assessments and charges will be apportioned to date of final settlement. All transfer expenses, including preparation and recording of the deed, documentary stamps, transfer tax, notary fees, etc. are to be paid by the Purchaser(s).

WILLIAM H. DEAN
NAOMI E. DEAN
Mortgagees

LLOYD ANDREWS, SR.
Auctioneer

Queen Anne's
RECORD-OBSERVER

Centreville, Md., November 24 19 76

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

in the case/estate of Donald Morris Cronshaw and Dianne Fowler Cronshaw and William H. Dean and Naomi E. Dean

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 26th day of November, 19 76, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 3rd. day of Nov. 1976, and the last insertion on the 23rd. day of Nov., 1976

THE RECORD-OBSERVER CORPORATION

By Dorothy N. Monroe

FILED
DEC 17 1976

WILLIAM H. DEAN and
NAOMI E. DEAN, his wife

vs.

DONALD M. CRONSHAW and
DIANNE F. CRONSHAW, his wife

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5884

* * * * * * * * * *

AFFIDAVIT

The undersigned, purchaser of the property located in the Town of Centreville, all that parcel of land situate, lying and being in the Third Election District of Queen Anne's County, and being designated as Lot No. 2 of the Troxal Sub-division Plat, of or formerly of Donald M. Cronshaw and Dianne F. Cronshaw, his wife, sold at public auction on the 26th day of November, 1976, does hereby make oath in due form of law (a) that the property was purchased by Robert L. Covington and that he was acting for himself and as an agent for his wife, Mary Elizabeth Covington, the property being purchased to be placed in both names, and (b) that the undersigned did not directly or indirectly discourage anyone from bidding for said property.

AS WITNESS my hand this 26th day of November, 1976.

Robert L. Covington

Subscribed and Sworn to before me, the undersigned, a Notary Public of Queen Anne's County, State of Maryland, this 26th day of November, 1976.

AS WITNESS my hand and Notarial Seal.

Notary Public

My commission expires: 7/1/78

AFFIDAVIT BY AUCTIONEER

I HEREBY CERTIFY, that on the 26th day of November, 1976, that the undersigned did sell at public sale the land of Donald M. Cronshaw and Dianne F. Cronshaw, his wife, the land known as Lot No. 2 of the Troxal Sub-division plat, in the Town of Centreville, Maryland, unto Robert L. Covington at and for the sum of $28,500.00, and I do further certify that this sale was fairly made.

FILED
DEC 17 1976

Lloyd Andrews, Sr.
Auctioneer

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 26th day of November, 1976.

AS WITNESS my hand and Notarial Seal.

John T. Clark III
Notary Public

My commission expires: 7/1/78

WILLIAM H. DEAN and
NAOMI E. DEAN, his wife

vs.

DONALD M. CRONSHAW and
DIANNE F. CRONSHAW, his wife

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5884

* * * * * * * * *

AFFIDAVIT

The undersigned, purchaser of the property located in or near Price, Maryland, known as Lot No. 34, on a plat showing the "Cooper Sub-division of the Brown Faithful land at Price's Station", of or formerly of Donald M. Cronshaw and Dianne F. Cronshaw, his wife, sold at public auction on the 26th day of November, 1976, does hereby make oath in due form of law (a) that the property was purchased by Edwin F. Gannon and that he was acting for himself and as an agent for his wife, Barbara B. Gannon, the property being purchased to be placed in both names, and (b) that the undersigned did not directly or indirectly discourage anyone from bidding for said property.

AS WITNESS my hand this 26th day of November, 1976.

Edwin F. Gannon
Edwin F. Gannon

Subscribed and Sworn to before me, the undersigned, a Notary Public of Queen Anne's County, State of Maryland, this 26th day of November, 1976.

AS WITNESS my hand and Notarial Seal.

J. T. Clift
Notary Public
My commission expires: 7/1/78

AFFIDAVIT BY AUCTIONEER

I HEREBY CERTIFY, that on the 26th day of November, 1976, that the undersigned did sell at public sale the land of Donald M. Cronshaw and Dianne F. Cronshaw, his wife, the land known as Lot No. 34, on a plat showing the Cooper Sub-division of the Brown Faithful land at Price's Station, Price, Maryland, unto Edwin F. Gannon at and for the sum of $2,900.00, and I do further certify that this sale was fairly made.

FILED
DEC 17 1976

Lloyd Andrews, Jr.
Lloyd Andrews, Sr.
Auctioneer

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 26th day of November, 1976.

AS WITNESS my hand and Notarial Seal.

John T. Clark III
Notary Public

My commission expires: 7/1/78

ORDER NISI ON SALE

WILLIAM H. DEAN and NAOMI E. DEAN vs. DONALD M. CRONSHAW and DIANNE F. CRONSHAW, his wife	In the Circuit Court for Queen Anne's County In Equity Cause No. 5884

ORDERED, this 17th day of December, 19 76, that the sale of the Real property, made and reported in this cause by William H. Dean and Naomi E. Dean, be ratified and confirmed, on or after the 17th day of January, 19 77, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 10th day of January, 1977.

The report states the amount of sales to be $ 31,400.00.

Charles H. Acie Clerk

Filed Dec. 17, 1976

ORDER NISI ON SALE
WILLIAM H. DEAN and NAOMI E. DEAN

vs.

DONALD M. CRONSHAW
..and
DIANNE F. CRONSHAW,
..his wife

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 5884

..ORDERED, this 17th day of December, 1976, that the sale of the Real property, made and reported in this cause by William H. Dean and Naomi E. Dean, be ratified and confirmed, on or after the 17th day of January, 1977, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 10th day of January, 1977.

The report states the amount of sales to be $31,400.00.

CHARLES W. CECIL, Clerk
Filed: Dec. 17, 1976
TRUE COPY
TEST: Charles W. Cecil, Clerk

3-1-5

January 24, 19 77

THIS IS TO CERTIFY, That the annexed Notice (Equity No. 5884) was inserted in the **QUEEN ANNE'S RECORD OBSERVER,** a newspaper printed and published in Queen Anne's County, Md., once in each of three successive weeks before the tenth day of January 19 77

BAY PUBLISHING CORPORATION
Publishers

By Lana Hammond

FILED
JAN 24 1977

WILLIAM H. DEAN and
NAOMI E. DEAN, his wife
Mortgagees

vs

DONALD M. CRONSHAW and
DIANNE F. CRONSHAW, his wife
Mortgagors

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY NO. 5884

AFFIDAVIT

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

I HEREBY CERTIFY, that on this 24th day of January, 1977, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared John T. Clark, III, Attorney for the Mortgagees herein, and made oath in due form of law that he has personal knowledge that Donald M. Cronshaw and Dianne F. Cronshaw, the persons named as Mortgagors in this proceeding, and Donald Morris Cronshaw and Dianne Fowler Cronshaw, the Mortgagors in the Mortgage being foreclosed in these proceedings, are one and the same persons.

John T. Clark, III

SUBSCRIBED AND SWORN TO, before me, the day and year first above written.

Ruth E. Vashell
Notary Public

My commission expires: 7/1/78

FILED
JAN 25 1977

WILLIAM H. DEAN and NAOMI E. DEAN, his wife Centreville, MD 21617 Mortgagees	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
DONALD M. CRONSHAW and DIANNE F. CRONSHAW, his wife Centreville, MD 21617 Mortgagors	*	NO. 5884

FINAL ORDER OF RATIFICATION OF SALE

It is ORDERED, this 25th day of January, 1977, by the Circuit Court for Queen Anne's County, that the sale of the real estate made and reported in this cause by William H. Dean and Naomi E. Dean, his wife, Mortgagees, be, and the same is hereby finally ratified and confrimed, 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 Mortgagees are allowed the usual commissions and such proper expenses, not personal, as they shall produce vouchers therefor to the Auditor.

R. Hackett Turner Jr.
Judge

FILED
JAN 25 1977

Maryland

06 5 8 8 8

WESTERN SURETY COMPANY

One of America's Oldest Bonding Companies

CHICAGO · SIOUX FALLS · DALLAS
PALO ALTO · BALA-CYNWYD, PA.

TRUSTEES, MORTGAGEES, ATTORNEYS OR FORECLOSURE BOND

KNOW ALL MEN BY THESE PRESENTS: BOND No. 19-TM-1343

That we, William H. Dean and Naomi E. Dean, as Principal, and the WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, as Surety, authorized to do business in the State of Maryland, are held and firmly bound in the sum of Thirty-eight thousand and no/100 ($38,000.00) DOLLARS, (NOT VALID IF FILLED IN FOR MORE THAN $500,000.00) to be paid to the said State of Maryland or its certain Attorney, to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, by these presents.

Sealed with our seals and dated this 3rd day of November, 1976.

WHEREAS, the above bounden William H. Dean and Naomi E. Dean by virtue of the power contained in a mortgage from Donald M. Cronshaw & Diane F. Cronshaw to William H. Dean and Naomi E. Dean bearing date the 29th day of September, 1975 and recorded among the mortgage records of Queen Anne's County in Liber CWC No. 97 Folio 338 and William H. Dean and Naomi E. Dan is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

Signed, Sealed and delivered in the presence of

As to Principal

As to Surety

William H. Dean — Principal

Naomi E. Dean — Principal

WESTERN SURETY COMPANY

By

Countersigned by Maryland Resident Agent

SURETY APPROVED AND BOND FILED ON

LIBER 2 PAGE 68

Certified copy of power of attorney attached

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber C.W.C. No. 2, folio 68, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 4th day of November, Nineteen Hundred and Seventy-six.

Charles W. Cecil

Clerk of the Circuit Court for
Queen Anne's County

WILLIAM H. DEAN and
NAOMI E. DEAN, his wife

vs.

DONALD M. CRONSHAW and
DIANNE F. CRONSHAW, his wife

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 5884

PETITION FOR APPOINTMENT OF SPECIAL AUDITOR

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of J. Thomas Clark, Auditor, respectfully represents:

1. That your Petitioner is the Auditor of this Court.

2. That your Petitioner is a member of the firm of Clark and Clark, the attornies for the Mortgagees in this suit, and believes that he should be disquailfied from auditing the foreclosure proceedings.

WHEREFORE, your Petitioner prays this Honorable Court to appoint a Special Auditor to audit the above-mentioned forclosure proceedings in this cause.

FILED
MAY 16 1977

Respectfully submitted,

J. Thomas Clark, Auditor

ORDER

The foregoing Petition for Appointment of Special Auditor having been read and considered, it is this 16th day of May, 1977, by the Cicuirt Court for Queen Anne's County, in Equity,

ORDERED, that Charles E. Smith, Esquire, be and he is hereby appointed as Special Auditor to whom referals shall be made in this cause, such Special Auditor to have all of the powers, duties and compensation of the regular Auditor, all persuant to Maryland Rule 595 b; and

FURTHER ORDERED, that his cause is referred to the aforesaid Special Auditor for the statement of an account in the manner set forth in the Maryland Rules and the Rules of the Second Judicial Circuit.

FILED
MAY 16 1977

B. Hackett Turner Jr.
JUDGE

WILLIAM H. DEAN and NAOMIE E. DEAN, his wife	:	IN THE CIRCUIT COURT
Mortgagees	:	
		FOR QUEEN ANNE'S COUNTY
vs.	:	
DONAD M. CRONSHAW and DIANNE F. CRONSHAW, his wife	:	IN EQUITY
Mortgagors	:	NO. 5884

: : : : : : : : : : : :

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Charles E. Smith, special Auditor, unto your Honor respectfully represents:

1. That this account is stated at the request of William H. Dean and Naomi E. Dean, Mortgagees in the sale of two parcels of land, wherein it appears that the proceeds of sale of the said two parcels are insufficient to pay the mortgage indebtedness. The mortgage deficiency appears to be in the amount of $4,330.46.

2. That in the within account of William H. Dean and Naomi E. Dean, Mortgagees, charged with the proceeds of sale made by them, and they are allowed their commissions for sale of said parcels of land per agreement, the court costs in this cause, the premium on the bond, the costs of advertising notice of sale and Order Nisi of Sale filed in this cause, the bills for the electricity for parcel no. 1, the State and County taxes on both parcels, the Town taxes for Parcel No. 1, the amount paid the State of Maryland Employment Security Administration for judgment on Parcel No. 2, the auctioneer's fee, the fee of your Special Auditor, and the balance was credited toward the mortgage indebtedness.

Respectfully submitted

Charles E. Smith, Special Auditor

FILED
OCT 13 1977

CAUSE NO. 5884

The proceeds of sale of two parcels of land reported in this cause with William H. Dean and Naomi E. Dean, Mortgagees, in the sale of said parcels of land, and vendors of said parcels of land.

CR.

1976 November 26	By process of the sale of land, per reports of said vendors, as to Parcel No. 1, to wit:---------	$28,500.00
	Apportionment of Town Water and Sewer bill 1/26/77 to 3/31/77, as to Parcel No. 1----------	11.14
	61 days interest at $4.22 a day from 11/26/76 to 1/25/76, as to Parcel No. 1 ----------	257.42
	By process of the sale of land per reports of said vendors, as to Parcel No. 2, to wit---------	2,900.00
	67 days interest at $.43 a day from 11/26/76 to 2/1/77, as to Parcel No. 2----------	28.81
		$31,697.37

DR.

To William H. Dean and Naomi E. Dean, Mortgagees, commissions per agreement		$ 500.00
To Do, for an amount paid Charles W. Cecil, Clerk, for Court Costs, per Clerk's receipt		141.00
To Do, for an amount paid the L & W Agency, Herbert A. Willis, for bond premium		114.00
To Do, for an amount paid the Queen Anne's Record-Observer for 1. Advertisement of Sale 2. Order Nisi	$200.00 28.50	228.50
To Do, for an amount paid the Centreville Electric Plant for electric bills for Parcel No. 1 from 11/23/76 to 1/24/77		101.99
To Do, for an amount paid the State of Maryland Employment Security Administration for judgment on Parcel No. 2		705.34
To Do, for an amount paid The Town Commissioners of Centreville for Town taxes for period from 7/1/76 to 1/25/77 for Parcel No. 1		52.60
To Do, for an amount paid Oscar A. Schulz, Treasurer for 1. State and County Taxes for Parcel No. 1 from 7/1/76 to 1/25/77 2. State and County Taxes for Parcel No. 2 from 7/1/76 to 2/1/77	$146.58 27.28	173.86

Charles R. Smith
Special Auditor

To Do, for an amount paid Lloyd J. Andrew, Sr, Auctioneer, for crying said sale		$ 50.00	
To Do, for an amount due Charles E. Smith, Special Auditor for			
1. stating this account	$45.00		
2. expenses of audit	10.00	55.00	
To Do, for an amount due William H. Dean and Naomi E. Dean, Mortgagees for partial payment on indebtedness		29,575.08	
		$31,697.37	$31,697.37

Charles E. Smith
Special Auditor

WILLIAM H. DEAN and NAOMI E. DEAN, his wife Mortgagees	IN THE CIRCUIT COURT
vs.	FOR QUEEN ANNE'S COUNTY
DONALD M. CRONSHAW and DIANNE F. CRONSHAW, his wife Mortgagors	IN EQUITY NO. 5884

: : : : : : : : : : :

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Special Auditor hereby certifies that on October 13th, 1977, the date the audit in the above-entitled cause was filed in this Court, that he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

William H. Dean and
Naomi E. Dean
Centreville Heights
Centreville, MD 21617

Donald M. Cronshaw and
Dianne F. Cronshaw
Church Hill, MD 21623

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on October 13th, 1977, with the Clerk of Court, Centreville, Maryland, and the exceptions to said audit must be filed on or before October 28th, 1977, and that if no exceptions are filed within such fifteen-day period, the account may thereupon be ratified on October 31, 1977.

Special Auditor

FILED
OCT 13 1977

WILLIAM H. DEAN, et al.	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 5884
DONALD M. CRONSHAW, et al.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 13th day of October, 19 77, that the report and account filed in these proceedings by Charles E. Smith, Special x Auditor, be ratified on or after the 31st day of October, 19 77, unless cause to the contrery thereof be previously shown; provided notice is given in manner provided by Meryland Rule 595 g to persons entitled thereto.

Charles H. Beal Clerk

Filed October 13, 1977

WILLIAM H. DEAN, et al.	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 5884
	*	
DONALD M. CRONSHAW, et al.	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 31st day of October, 1977, by the Court that the account of the Auditor is finally ratified and confirmed, and William H. Dean and Naomi E. Dean, ~~XXXXXXXXXXXXXXXX~~ Mortgagees, are ~~XX~~ directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Charles H. Coil Clerk

Filed October 31, 1977

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Assignee	* * * * *	In the Circuit Court for Queen Anne's County
vs.	* * *	In Equity
LINWOOD LITTLE and DAISEY E. LITTLE, his wife Rte 1, Box 218 Grasonville, MD 21638	* * * *	Chancery No. 5829

JUL -7-76 * 29399 ****40.00
JUL -7-76 A 929399 ****40.00

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 Linwood Little and Daisey E. Little, his wife, to The Centreville National Bank of Maryland, dated June 4, 1974, and recorded among the land records of Queen Anne's County, Maryland, in Liber C.W.C. No. 84, folio 496, and assigned by the said Centreville National Bank on June 30, 1976, to David C. Bryan for collection by foreclosure; default having occurred in the terms thereof by reason of the nonpayment when due of the principal and interest of the note secured by said mortgage; and you will file in said suit the original of said mortgage as well as the accompanying military affidavit and statement of indebtedness.

David C. Bryan

David C. Bryan, Assignee
111 Lawyers Row
Centreville, Maryland
Telephone: 758-1643

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

I HEREBY CERTIFY, that on this 7th day of July, 1976, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared David C. Bryan, Assignee, and made oath in due form of law that Linwood Little and Daisey E. Little, the mortgagors referred to in the aforegoing Order to Docket Suit, are not now, nor have either of them been within six (6) months prior hereto, in the military service of the United States of America, as defined by the Soldiers' and Sailors' Relief Act, and amendments thereto and that this information is gotten from persons who know the mortgagors.

Beverly M. Ringgold

Notary Public
My Commission Expires July 1, 1978

BEVERLY M. RINGGOLD NOTARY PUBLIC QUEEN ANNE'S CO., MD.

FILED
JUL 7 1976

LIBER 8 FOLIO 735

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland Assignee	*	In the Circuit Court for Queen Anne's County
vs.	*	In Equity
LINWOOD LITTLE and DAISEY E. LITTLE, his wife Grasonville, Maryland Mortgagors	*	Chancery No.

STATEMENT OF MORTGAGE INDEBTEDNESS

Balance due on principal of note dated June 4, 1974, in the gross amount of $3,600.00 by Linwood Little and Daisey E. Little, his wife, to The Centreville National Bank of Maryland	$ 2,624.71
With earned interest through July 7, 1976	286.92
Fire insurance premium paid	30.87
	$ 2,942.50

Per diem interest rate: $.73

STATE OF MARYLAND)
) To Wit:
QUEEN ANNE'S COUNTY)

This is to certify that on this 7th day of July, 1976, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared David C. Bryan, Assignee, and made oath in due form of law that the aforegoing statement of mortgage indebtedness due by Linwood Little and Daisey E. Little, his wife, under the above described mortgage note is true to the best of his knowledge, information and belief, and there is no credit due thereon, except as shown, nor any security therefor except the said mortgage.

BEVERLY M. RINGGOLD NOTARY PUBLIC QUEEN ANNE'S CO., MD.

Beverly M. Ringgold
Notary Public
My Commission Expires July 1, 1978

LIBER 84 PAGE 496

DOCUMENT NO. 75,961

This Mortgage, made this 4 day of June, 19 74, by and between LINWOOD LITTLE and DAISY E. LITTLE, his wife, of the first part, hereinafter referred to as MORTGAGOR, and THE CENTREVILLE NATIONAL BANK OF MARYLAND, of the second part, hereinafter referred to as MORTGAGEE.

WHEREAS, the Mortgagor is justly indebted to the MORTGAGEE for a loan contemporeaneous herewith, evidenced by a promissory note of even date herewith in the principal sum of THREE THOUSAND SIX HUNDRED DOLLARS ($3,600.00) payable, with interest thereon from the date hereof at the rate of ten (10%) per centum per annum on the unpaid principal, until paid, at the designated office of the holder, in the manner following:

Said indebtedness and the interest to accrue thereon shall be paid in 48 equal, consecutive, monthly installments of $91.31 each, including interest, commencing on the 4 day of July, 1974, and thereafter on the 4 day of each and every month thereafter until said indebtedness is fully paid and satisfied. Notwithstanding the aforesaid monthly payments, the entire principal balance and unpaid accrued interest shall mature at the expiration of three (3) months from the date of the execution of this mortgage and the accompanying note, or at any time thereafter upon demand of the Mortgagee. Prepayment of said indebtedness shall be permitted at any time, in whole or in part, without premium or penalty, with interest to cease on the principal indebtedness so prepaid, provided, however, that all prepayments of principal shall be accompanied by the payment of all interest accruing to the date of prepayment.

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

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

ALL that lot or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, Maryland, and described as follows, to wit:

BEGINNING for the same at a point located on the northeast side of Saw Mill Road where the land hereby conveyed corners with the southern corner of the property of William H. Moaney and Elizabeth Moaney, his wife, along Saw Mill Road and running thence with said Saw Mill Road South 18° 55' East, 100.00 feet to an iron rod; thence, South 87° 24' East 165.02 feet to a point adjoining the lands of John R and Mary Woolford; thence, North 12° 43' East 188.53 feet to an iron rod; thence; South 71° 05' West 252.40 feet to an iron rod and to the point of beginning, containing 0.641 acres of land, more or less.

BEING the same and all the land granted and conveyed from William Carroll and Esther Carroll, his wife, to Linwood Little and Daisy E. Little, his wife, by deed dated January 31, 1972, and recorded among the Land Records of Queen Anne's County in Liber CWC No. 61, folio 417.

RECEIVED FOR RECORD
84 FOLIO 496
74 JUN -4 PM 2 12
RECORDER
QUEEN ANNE'S CO., MD.
CHARLES W. CECIL, CLERK

JUN -4-74 * 24093 *****19.55
JUN -4-74 A 24093 *****11.55
JUN -4-74 A 24092 ******8.00

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 Mortgagor shall perform all the covenants herein on his part to be performed then this mortgage shall be void; and until default be made in the premises, the Mortgagor shall possess the aforesaid property and be entitled to collect and retain the rents, issues and profits thereof.

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

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

WITNESS the hand and seal of the Mortgagor:

WITNESS:

Katherine C. O'Neal — Linwood Little (SEAL)

Linwood Little (SEAL)

Katherine C. O'Neal — Daisy E. Little (SEAL)

Daisy E. Little (SEAL)

STATE OF MARYLAND

COUNTY OF Queen Anne's

On this the 4 day of June, 19 74, before me, * Katherine C. O'Neal, the undersigned officer, personally appeared Linwood Little and Daisy E. Little, 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 J. O. Pippin, Jr. Exec. Vice-President and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth (and that he is the duly authorized agent of the within named Mortgagee to make this affidavit.) and that said consideration was disbursed no later than the complete and final execution of this mortgage.

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

Katherine C. O'Neal
Notary Public

*Here insert the name of the officer who takes the acknowledgment.

My commission expires: 7/1/74

DOCUMENT NO. 84,550

No. RECEIVED FOR RECORD
Re. RECEIVED FOR RECORD

1976 JUL -8 PM 2:44

Land RECORD FOR
QUEEN ANNE'S CO., MD.
CHARLES W. CECIL, CLERK

JUL -8-76 * 29493 ******1.00
JUL -8-76 A # 29493 ******1.00

Assignment

OF MORTGAGE FROM Linwood Little and Daisy E. Little, His wife

TO The Centreville National Bank of Maryland AS RECORDED IN

LIBER CWC NO. 84 FOLIO 496

~~MAIL TO~~ Place in Chy 5829

For value received, The Centreville National Bank of Maryland, a body corporate, hereby assigns the within mortgage to David C. Bryan, Attorney, for collection by foreclosure or otherwise.

Witness the hand and seal of the said body corporate by J. O. Pippin, Jr. its President, attested by and its seal affixed by Katherine C. O'Neal, its Vice President this 30th day of Jne 1976.

THE CENTREVILLE NATIONAL BANK OF MARYLAND

By J. O. Pippin Jr. President

Attest: Katherine C. O'Neal
Vice President

clg 5829

LIBER 8 PAGE 740

RECEIVED FOR RECORD July 7, 1976

STATE OF MARYLAND)
) To Wit:
QUEEN ANNE'S COUNTY)

KNOW ALL MEN BY THESE PRESENTS, That we, David C. Bryan of Queen Anne's County, State of Maryland, and the Hartford Accident and Indemnity Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand Dollars ($3,000.00), current money of the United States of America, to be paid to the State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 7th day of July, 1976;

WHEREAS, the above bounded principal, by virtue of the power contained in a mortgage from Linwood Little and Daisey E. Little, his wife, to The Centreville National Bank of Maryland, dated June 4, 1974, and recorded among the land records of Queen Anne's County, in the State of Maryland in Liber C.W.C. No. 84, folio 496, and assigned to the principal for collection, 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 bounden David C. Bryan, Assignee, as aforesaid, does and shall well, truly and faithfully perform the trusts reposed in him under the mortgages aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and effect.

IN TESTIMONY WHEREOF, the said principal has hereunto set his hand and seal and the said surety has caused this instrument of writing to be executed, on the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Mark M. Fiestado

David C. Bryan (SEAL)
David C. Bryan, Assignee

HARTFORD ACCIDENT AND INDEMNITY COMPANY

By: William M. [illegible]
Attorney in fact

ATTEST:

Mark M. Fiestado
Notary Public and Clerk

FILED
JUL 7 1976

LIBER 2 PAGE 33

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 33, 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 7th day of July, Nineteen Hundred and Seventy-six.

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

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Assignee	*	In the Circuit Court for Queen Anne's County
vs.	*	
LINWOOD LITTLE and DAISEY E. LITTLE, his wife P.O. Box 174 Grasonville, MD 21638	*	In Equity Chancery No. 5829

PETITION

The Honorable, the Judges of said Court:

The Petition of David C. Bryan, Assignee, in the above captioned matter, unto your Honors respectfully represents:

1. That on Friday, July 30, 1976, he sold the real estate described in this matter unto The Centreville National Bank of Maryland for the sum of Two Thousand Nine Hundred Dollars ($2,900.00).

2. That prior to said foreclosure, your Petitioner had a conference with both of the mortgage debtors in which they discussed the 1968 Rembrandt house trailer presently on the property, and the great advisability of the Mortgagors selling the land and the house trailer privately in order to pay off the mortgage debt.

3. That the Mortgagors were supposed to keep your Petitioner advised as to their progress in arranging any private sale, and your Petitioner intended to give them the notice required under Maryland Rule W74(a)2 at one of the their later conferences.

4. The Mortgagors failed to contact your Petitioner and the notice required under Rule W74(a)2 was never given.

5. In addition, your Petitioner learned that he could not sell the aforesaid house trailer under this foreclosure and that the property was not improved by a well as he has been advised.

6. Your Petitioner has continually tried to contact the mortgage debtors since the above sale, but without success.

7. Your Petitioner considers that the sale on July 30, 1976, was not fairly made because it was not clear in the advertisement that the house trailer was not included in the sale, and that there is no well on the property.

WHEREFORE, your Petitioner prays your Honors to pass an Order authorizing him to resell this property after giving the notice required by the Maryland Rules of Procedure.

FILED
MAY 24 1977

Respectfully submitted,

David C. Bryan

David C. Bryan

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Assignee	* * * * * * * * * * *	In the Circuit Court for Queen Anne's County
vs.		
LINWOOD LITTLE and DAISEY E. LITTLE, his wife P.O. Box 174 Grasonville, MD 21638		In Equity Chancery No. 5829

ORDER OF COURT

The aforegoing Petition having been read and considered it is this 26 day of May, by the Circuit Court for Queen Anne's County ORDERED, that the real estate described in the Mortgage dated June 4, 1974, from Linwood Little and Daisey E. Little, his wife, to The Centreville National Bank of Maryland, recorded among the land records of Queen Anne's County, Maryland, in Liber C.W.C. No. 84, folio 496, and filed in the above captioned matter, be resold by the aforesaid David C. Bryan, Assignee, after giving the notice required by Rule W74(a)2, Notice, of the Maryland Rules of Procedure.

B. Hackett Turner Jr.
Judge

FILED
MAY 26 1977

DAVID C. BRYAN	*	In the Circuit Court for
	*	
vs.	*	Queen Anne's County
	*	
LINWOOD LITTLE and	*	In Equity
DAISEY E. LITTLE	*	
his wife	*	Chancery No. 5829

AFFIDAVIT

I HEREBY CERTIFY, that on this 21st day of June, 1977, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared David C. Bryan, Attorney Named In Mortgage, and made oath in due form of law that registered mail notice of the time, place and terms of sale in this cause were duly mailed by registered mail to Linwood Little and Daisey E. Little, his wife, at their last known address, as prescribed by Rule W 74 (2)(c) of the Maryland Rules of Procedure, a photocopy of the contents of said notice being attached hereto.

BEVERLY M. RINGGOLD NOTARY PUBLIC QUEEN ANNE'S CO., MD.

Beverly M. Ringgold
Notary Public
My Commission Expires July 1, 1978

FILED
JUN 21 1977

LAW OFFICE
DAVID C. BRYAN
111 LAWYERS ROW
CENTREVILLE, MARYLAND
21617

TELEPHONE:
758-1643

June 15, 1977

Mr. Linwood Little
Mrs. Daisey E. Little
P.O. Box 157-B
Grasonville, Maryland 21638

Dear Mr. and Mrs. Little:

In accordance with Rule W74 a 2(c), I am giving you notice of the time, place and terms of the mortgage foreclosure sale presently docketed against you in the Circuit Court for Queen Anne's County by enclosing with this letter a photocopy of the advertisement of sale currently being published in the Queen Anne's Record Observer.

In addition, please be advised that unless you remove your trailer immediately from the property either I or the purchaser will be forced to obtain a Court Order under Maryland Rule 637 and have the sheriff remove your property.

Very truly yours,

David C. Bryan

David C. Bryan

DCB:so

Enclosure

cc The Centreville National

RECEIPT FOR CERTIFIED MAIL

No. 436422

SENT TO
Linwood Little
STREET AND NO.
Box 157-B
P.O., STATE AND ZIP CODE
Grasonville Md 21638

POSTMARK OR DATE
JUN 15 1977

OPTIONAL SERVICES FOR ADDITIONAL FEES

RETURN RECEIPT SERVICES
1. Shows to whom and date delivered
With restricted delivery
2. Shows to whom, date and where delivered
With restricted delivery

RESTRICTED DELIVERY
SPECIAL DELIVERY (extra fee required)

CONSULT POSTMASTER FOR FEES

PS Form 3800
Jan. 1978

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL

(See other side)

☆ GPO: 1975—O-591-452

Attorney's Sale

of

Valuable Fee Simple Real Estate

Sawmill Lane
Grasonville, Maryland

Under and by virtue of the power of sale contained in a mortgage from Linwood Little and Daisey E. Little, his wife, to The Centreville National Bank of Maryland dated June 4, 1974, and recorded among the land records of Queen Anne's County, State of Maryland, in Liber C.W.C. No. 84, folio 496; default having occured in the terms of said mortgage, the undersigned attorney, said mortgage having been assigned to him for collection, will offer at public auction in front of the Court House Door in the Town of Centreville, Queen Anne's County, State of Maryland, at the hour of 2:00 p.m., Eastern Daylight Savings Time, on

Tuesday, June 21, 1977

the following described real estate, to wit:

all that lot or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, Maryland, and described as follows, to wit: BEGINNING for the same at a point located on the northeast side of Saw Mill Road where the land hereby conveyed corners with the southern corner of the property of William H. Moaney and Elizabeth Moaney, his wife, along Saw Mill Road and running thence with Saw Mill Road South 18 degrees 55 minutes East, 100.0 feet to an iron rod; thence, South 87 degrees 24 minutes East, 165.02 feet to a point adjoining the lands of John R. and Mary Woolford; thence, North 12 degrees 43 minutes East, 188.53 feet to an iron rod; thence, South 71 degrees 05 minutes West, 252.40 feet to an iron rod and to the point of beginning, containing 0.641 acres of land, more or less.

BEING the same and all of the land granted and conveyed from William Carroll and Esther Carroll, his wife, to Linwood Little and Daisey E. Little, his wife, by deed dated January 31, 1972, and recorded among the land records of Queen Anne's County in Liber C.W.C. No. 61, folio 417.

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

IMPROVEMENTS: Septic system for a dwelling unit.

NOTE: This is a fine building lot in a very desirable residential area. The trailer on the property is not included in this sale.

TERMS OF SALE: The Purchaser(s) shall be required to pay ten per cent (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 the day of sale as the purchaser(s) may elect. Full possession will be given to the purchaser(s) upon ratification of the sale and payment of the purchase price. Taxes and all other assessments and charges will be adjusted to the date of final settlement. All transfer expenses, including deeds, title papers, documentary stamps, transfer tax, and notary fees to be paid by the purchaser(s).

At the time and place of sale, the purchaser(s) will be required to make affidavit as required by Rule BR6b3 of the Maryland Rules of Procedure.

DAVID C. BRYAN - Assignee of Mortgage
Telephone: 758-1643
Joseph A. Jackson, Jr. - Auctioneer

5-25-4-R.O.

RECEIVED
CLERK, CIRCUIT COURT
1977 JUN 24 AM 11: 30
QUEEN ANNE'S COUNTY

DAVID C. BRYAN	*	In the Circuit Court for
vs.	*	Queen Anne's County
LINWOOD LITTLE and DAISEY E. LITTLE, his wife	*	In Equity
	*	Chancery No. 5829

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of David C. Bryan, Assignee of the Mortgage from Linwood Little and Daisey E. Little, his wife, to The Centreville National Bank of Maryland, dated June 4, 1974, and recorded among the land records of Queen Anne's County, State of Maryland, in Liber C.W.C. No. 84, folio 496, in which mortgage the Mortgagee is granted 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 nonpayment when due of the principal and interest of the note secured by said mortgage, the said David C. Bryan filed in this Honorable Court his order to docket suit to foreclose said mortgage, accompanied by the said mortgage and assignment, 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 Three Thousand Dollars ($3,000.00), containing the conditions required by law relative to the foreclosure of mortgages under a power of sale contained therein.

That after having advertised the mortgaged premises for sale in accordance with the annexed Certificate of Advertisement in the Queen Anne's Record Observer, a newspaper published in said County at least once each week for four (4) successive weeks, the first such publication being not less than fifteen (15) days prior to sale, and the last such publication being not more than one (1) week prior to sale, and after having sent, not earlier than twenty (20) days and not later than five (5) days before the date of sale, by registered mail to the mortgagors, at their last known address, notice of the time, place and terms of sale, the said David C. Bryan did attend, in front of the Courthouse door, in the Town of Centreville, Queen Anne's County, Maryland, at the hour of 2:00 P.M., Eastern Daylight Savings Time, on June 21, 1977, 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 on Sawmill Lane in the Fifth Election District of Queen Anne's County, State of Maryland, and more particularly described in the abovementioned mortgage, and Advertisement of Sale unto ---------- Joseph Mealey ---------- being then and there the highest bidder therefor, at and for the sum of

FILED
JUN 24 1977

The purchaser has made a cash deposit of Three Hundred Fifty ---------- Dollars ($350.00), being ~~xxxxxxxx~~ ten per cent (10%) of the purchase price as required by the Advertisement of Sale, and he has given the said David C. Bryan his confessed judgment note in the amount of Three Thousand One Hundred Fifty ---------- Dollars ($3,150.00), with interest, to secure the unpaid portion of the purchase price. The said David C. Bryan is satisfied that the purchaser will make full settlement of the purchase price in accordance with the Advertisement of Sale.

The purchaser's Affidavit, required by the Maryland Rules, Certificate of the Auctioneer, and Certificate of the Advertisement of Sale are attached hereto.

This Report states the amount of sale to be Three Thousand Five Hundred ---------- Dollars ($3,500.00).

Respectfully submitted,

David C. Bryan
Assignee

STATE OF MARYLAND)
) To Wit:
QUEEN ANNE'S COUNTY)

I HEREBY CERTIFY, that on this 24th day of June, 1977, before me, the subscriber, personally appeared David C. Bryan, Assignee in the aforementioned proceedings, and made oath in due form of law that the matters and facts set forth in the 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 July 7, 1976, and that the status of the parties mentioned in said affidavit is the same as it was on the date of the filing of said affidavit.

BEVERLY M. RINGGOLD NOTARY PUBLIC QUEEN ANNE'S CO., MD.

Beverly M. Ringgold
Notary Public

Attorney's Sale

of

Valuable Fee Simple Real Estate

Sawmill Lane
Grasonville, Maryland

Under and by virtue of the power of sale contained in a mortgage from Linwood Little and Daisey E. Little, his wife, to The Centreville National Bank of Maryland dated June 4, 1974, and recorded among the land records of Queen Anne's County, State of Maryland, in Liber C.W.C. No. 84, folio 496; default having occured in the terms of said mortgage, the undersigned attorney, said mortgage having been assigned to him for collection, will offer at public auction in front of the Court House Door in the Town of Centreville, Queen Anne's County, State of Maryland, at the hour of 2:00 p.m., Eastern Daylight Savings Time, on

Tuesday, June 21, 1977

the following described real estate, to wit:

all that lot or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, Maryland, and described as follows, to wit: BEGINNING for the same at a point located on the northeast side of Saw Mill Road where the land hereby conveyed corners with the southern corner of the property of William H. Moaney and Elizabeth Moancy, his wife, along Saw Mill Road and running thence with Saw Mill Road South 18 degrees 55 minutes East, 100.0 feet to an iron rod; thence, South 87 degrees 24 minutes East, 165.02 feet to a point adjoining the lands of John R. and Mary Woolford; thence, North 12 degrees 43 minutes East, 188.53 feet to an iron rod; thence, South 71 degrees 05 minutes West. 252.40 feet to an iron rod and to the point of beginning, containing 0.641 acres of land, more or less.

BEING the same and all of the land granted and conveyed from William Carroll and Esther Carroll, his wife, to Linwood Little and Daisey E. Little, his wife, by deed dated January 31, 1972, and recorded among the land records of Queen Anne's County in Liber C.W.C. No. 61, folio 417.

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

IMPROVEMENTS: Septic system for a dwelling unit.

NOTE: This is a fine building lot in a very desirable residential area. The trailer on the property is not included in this sale.

TERMS OF SALE: The Purchaser(s) shall be required to pay ten per cent (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 the day of sale as the purchaser(s) may elect. Full possession will be given to the purchaser(s) upon ratification of the sale and payment of the purchase price. Taxes and all other assessments and charges will be adjusted to the date of final settlement. All transfer expenses, including deeds, title papers, documentary stamps, transfer tax, and notary fees to be paid by the purchaser(s).

At the time and place of sale, the purchaser(s) will be required to make affidavit as required by Rule BR6b3 of the Maryland Rules of Procedure.

DAVID C. BRYAN - Assignee of Mortgage
Telephone: 758-1643
Joseph A. Jackson, Jr. - Auctioneer

5-25-4-R.O.

.....June 21,.. 19.77.

THIS IS TO CERTIFY, That the annexed

..Attorney's Sale..... was inserted in the **QUEEN ANNE'S RECORD OBSERVER,** a newspaper printed and published in Queen Anne's County, Md., once in each of .....4..... successive weeks before the ..21st..... day of ...June..... 19.77.

BAY PUBLISHING CORPORATION
Publishers

By Regina K. Crosby

DAVID C. BRYAN	*	In the Circuit Court for
	*	
vs.	*	Queen Anne's County
	*	
LINWOOD LITTLE and	*	In Equity
DAISEY E. LITTLE, his wife	*	Chancery No. 5829

AFFIDAVIT OF PURCHASER

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

I HEREBY CERTIFY, that on this 21ST day of JUNE, 1977, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared JOSEPH MEALEY 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, as principal or principals and not as agent for anyone, ~~as agent for~~ 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.

BEVERLY M. RINGGOLD NOTARY PUBLIC QUEEN ANNE'S CO., MD.

Beverly M. Ringgold
Notary Public
My Commission Expires July 1, 1978

CERTIFICATE OF AUCTIONEER

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

The lands of Linwood Little and Daisey E. Little, his wife, on Sawmill Lane, Fifth Election District, Queen Anne's County, Maryland, deed reference C.W.C. No. 61, folio 417.

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

In front of the Court House door in the Town of Centreville, Queen Anne's County, Maryland, on June 21, 1977, beginning at the hour of 2:00 o'clock P.M. Eastern Daylight Savings Time, unto

JOSEPH MEALEY

at and for the sum of THIRTY-FIVE HUNDRED DOLLARS ($3500.00).

Joseph A. Jackson, Jr.

Joseph A. Jackson, Jr.

ORDER NISI ON SALE

DAVID C. BRYAN

vs.

LINWOOD LITTLE and
DAISEY E. LITTLE, his wife

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

Cause No. 5829

ORDERED, this 24th day of June, 1977, that the sale of the real property, made and reported in this cause by David C. Bryan, Assignee, be ratified and confirmed, on or after the 25th day of July, 1977, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 18th day of July, 1977.

The report states the amount of sales to be $3,500.00.

Charles H. Ceil, Jr. Clerk

Filed June 24, 1977

DAVID C. BRYAN

vs.

LINWOOD LITTLE and
DAISEY E. LITTLE,
his wife

*
*
*
*
*
*
*

In the Circuit Court for
Queen Anne's County
In Equity
Chancery No. 5829

FINAL ORDER OF RATIFICATION OF SALE

It is ORDERED, this 27th day of July, 1977, by the Circuit Court for Queen Anne's County that the sale of the real estate made and reported in this cause by David C. Bryan, Assignee, 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 David C. Bryan, Assignee, is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers therefor to the Auditor.

B. Hackett Turner Jr.
Judge

FILED
JUL 27 1977

Chg 5829

#5829

ADDITIONAL BOND

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

KNOW ALL MEN BY THESE PRESENTS, that we, David C. Bryan of Queen Anne's County, State of Maryland, and the Hartford Accident and Indemnity Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Hundred Dollars ($500.00), 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 21st day of June, 1976;

WHEREAS, the above bounded principal, by virtue of the power contained in a mortgage from Linwood Little and Daisey E. Little, his wife, to The Centreville National Bank of Maryland, dated June 4, 1974, and recorded among the land records of Queen Anne's County, in the State of Maryland in Liber C.W.C. No. 84, folio 496, and assigned to the principal for collection, default having been made in the payment of the money as specified and in the conditions and covenants therein contained, and he has sold the land and premises in said mortgage for Three Thousand Five Hundred Dollars ($3,500.00).

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden David C. Bryan, Assignee, 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

David C. Bryan (SEAL)
David C. Bryan, Assignee

HARTFORD ACCIDENT AND INDEMNITY COMPANY

By: William M. [illegible]
Attorney in fact

ATTEST:

SURETY APPROVED AND BOND FILED ON [illegible]

LIBER 8 PAGE 753

2 PAGE 126

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 126, 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 15th day of September, Nineteen Hundred and Seventy-seven.

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

ORDER NISI
ON SALE

David C. Bryan
vs.
Linwood Little and
Daisey E. Little, his wife

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 5829

ORDERED, this 24th day of June, 1977, that the sale of the real property, made and reported in this cause by David C. Bryan, Assignee, be ratified and confirmed, on or after the 25th day of July, 1977, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 18th day of July, 1977.

The report states the amount of sales to be $3,500.00.

Charles W. Cecil, Clerk
TRUE COPY, TEST:
By Betty M. Comegys
Deputy Clerk
Filed June 24, 1977

6-29-3-R.O.

.....September 30.. 1977.

THIS IS TO CERTIFY, That the annexed Order NISI On Sale (Little)... was inserted in the **QUEEN ANNE'S RECORD OBSERVER,** a newspaper printed and published in Queen Anne's County, Md., once in each of .....3..... successive weeks before the ....18th.. day of ...July..... 1977.

BAY PUBLISHING CORPORATION
Publishers

By Regina K. Crossley

DAVID C. BRYAN
111 Lawyers Row
Centreville, Maryland, 21617
Assignee

vs.

LINWOOD LITTLE and
DAISEY E. LITTLE, his wife
Mortgagors

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY NO. 5829

: : : : : : : : : : :

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on October 4, 1977, the date the audit in the above-entitled cause was filed in this Court, that he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

David C. Bryan, Esquire
111 Lawyers Row
Centreville, MD 21617

The Centreville National Bank of Maryland
Centreville, MD 21617

Linwood Little and Daisey E. Little
Route 1, Box 218
Grasonville, MD 21638

Pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on October 4, 1977, with the Clerk of Court, Centreville, Maryland, and the exceptions to said audit must be filed on or before October 19, 1977 and that if no exceptions are filed within such fifteen-day period, the account may thereupon be ratified on October 20, 1977.

J Thomas Clark
Auditor

FILED
OCT 4 1977

DAVID C. BRYAN 11 Lawyers Row Centreville, Maryland, 21617 Assignee	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
LINWOOD LITTLE and DAISEY E. LITTLE, his wife Route 1, Box 218 Grasonville, Maryland, 21638	:	CHANCERY NO. 5829

: : : : : : : : : : :

TO THE HONORABLE, THE JUDE 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 David C. Bryan, Assignee in the sale of land, wherein it appears that the proceeds of sale are insufficient to pay the mortgage indebtedness. The mortgage deficiency appears to be in the amount of $185.76.

2. That in the within account of David C. Bryan, Assignee, charged with the proceeds of sale made by him, and he is allowed his commissions for sale of said land, the fee for the foreclosure, the court costs in this cause, the premium on the bond, the costs of advertising notice of sale and Order Nisi of Sale filed in this cause, the state and county taxes, the auctioneer's fee, the fee of your Auditor, and the balance was credited towards the mortgage indebtedness.

Respectfully submitted,

October 3, 1977

J. Thomas Clark

J. Thomas Clark, Auditor

FILED
OCT 4 1977

CAUSE NO. 5829

The proceeds of sale of land reported in this cuase in account with David C. Bryan, Assignee, in the sale of said land, and vendor of said land

CR.

1977		
June 24	By process of the sale of land, per reports of said vendors, to wit----------	$3,500.00
	Interest from June 21, 1977, to September 2, 1977------	37.00
		$3,537.00

DR.

To David C. Bryan, Assignee for			
1. counsel fee for mortgage	$100.00		
2. 10% of $3,000.00	300.00		
3. 5% of 500.00	25.00	$425.00	
To Do for an amount paid Charles W. Cecil, Clerk, for			
1. Recording assignment of mortgage	4.00		
2. Foreclosure	40.00	44.00	
To Do for an amount due Charles W. Cecil, Clerk, for			
1. Addition fees	83.00		
2. Appearance fee	10.00	93.00	
To Do for an amount paid the Queen Anne's Record-Observer for			
1. Advertisement of Sale	126.00		
2. Order Nisi	22.50	148.50	
To Do for an amount paid the Bay Times for Advertisement of Sale		76.00	
To Do for an amount paid Hartford Accident and Insurance Company for bond premium		40.00	
To Do for an amount paid Joseph A. Jackson, Jr., Auctioneer, for crying said sale		25.00	
To Do for an amount paid Oscar A. Schulz, Treasurer for State and County taxes from July 1, 1977 to September 1, 1977.		12.76	
To Do for an amount due J. Thomas Clark, Auditor, for			
1. stating this account	45.00		
2. notifying parties	5.00	50.00	
To Do, for an amount due The Centreville National Bank of Maryland for partial payment on indebtedness		2,756.74	
		$3,537.00	$3,537.00

October 3, 1977

J. Thomas Clark
Auditor

DAVID C. BRYAN, Assignee	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 5829
LINWOOD LITTLE, et al.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 4th day of October, 19 77, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 20th day of October, 19 77, unless cause to the contrary thereof be previously shown; provided notice is given in manner provided by Maryland Rule 595 g to persons entitled thereto.

Charles H. Coil Clerk

Filed October 4, 1977

DAVID C. BRYAN, Assignee	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 5829
	*	
LINWOOD LITTLE, et al.	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 20th day of October, 1977, by the Court that the account of the Auditor is finally ratified and confirmed, and David C. Bryan, Assignee/~~Trustee~~, is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Charles H. Cecil Clerk

Filed October 20, 1977

LIBER 8 PAGE 760

JOHN W. SAUSE, JR. Attorney Named in Mortgage 204 North Commerce Street Centreville, Maryland 21617 Plaintiff	:	IN THE CIRCUIT COURT FOR
v.	:	QUEEN ANNE'S COUNTY
JOSEPH F. COLLINSON Fair Haven P.O. Anne Arundel County Maryland 20754 Defendant	:	Equity No. 6014

: : : : : : : :

JUN 30-77 * 23206 *****40.00
JUN 30-77 A 323206 *****40.00

ORDER TO DOCKET

Default having occurred in the conditions upon which a sale may be made under the attached Mortgage from Joseph F. Collinson to J. Wilson Clark, dated October 6, 1975, recorded among the Land Records of Queen Anne's County in Liber C.W.C. 97, folio 505, please docket suit against the above-named Defendant and file the aforesaid Mortgage as "Exhibit A" and the attached Statement of Mortgage Debt as "Exhibit B."

John W. Sause, Jr.
Attorney

204 North Commerce Street
Centreville, Maryland 21617
758-0970

RECEIVED
CLERK. CIRCUIT COURT
1977 JUN 30 PM 1:38
QUEEN ANNE'S COUNTY

DOCUMENT NO. 81570

Purchase Money

THIS MORTGAGE, made this 6th day of October, 19 75, by and between JOSEPH F. COLLINSON of the first part, hereinafter referred to as MORTGAGOR, and J. WILSON CLARK 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 Forty-Nine Thousand Six Hundred Twenty-Seven and 50/100 - - - Dollars($ 49,627.50) payable, with interest thereon from the date hereof at the rate of eight (8.00 %) per centum per annum on the unpaid principal until paid, at the designated office of the holder, in the manner following:

Ten (10) consecutive equal annual installments of Four Thousand Nine Hundred Sixty-Two Dollars and seventy-five cents ($4,962.75) each on the sixth day of October of each year, commencing October 6, 1976, together with interest to date of payment of each installment. The outstanding principal balance may be prepaid in whole or in part at any time without penalty, but any such prepayment shall be accompanied by interest to date on the amount so prepaid and shall be applied to the final principal payments due hereunder and shall not serve to decrease or postpone any annual installment of principal or interest.

AND WHEREAS, this Mortgage is given to secure a part of the purchase money for the hereinafter described property, and it was a condition precedent to the making of such loan that this Mortgage be executed,

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 of that lot or parcel of ground, situate, lying and being in the Sixth Election District of Queen Anne's County, Maryland, and described as follows by survey of William R. Nuttle, Registered Surveyor, dated September 3, 1975 (a copy of a plat of which survey is intended to be recorded herewith):

Beginning for the same at a concrete monument at the northwest corner of the herein described lands, said point being the northeast corner of the lands of William H. Dean lying east of Carville Lane; and running, thence, by and with a new division line between the herein described lands and other lands of Clark, generally following the edge of a woods, the eight following courses and distances: (1) N 77°51'10"E - 293.01' to an iron pipe, (2) N 84°36' 50" E - 828.16' to an iron pipe, (3) S 01° 38' 10" E 471.96' to an iron pipe. (4) S 11° 58' 10" E - 169.82' to an iron pipe, (5) S 03° 31' 30" E - 195.96' to an iron pipe, (6) S 30° 32' 30" E - 197.48' to an iron pipe, (7) S 82° 49' 50" E - 2170.41' to an iron pipe, and (8) S 69° 14' 40" E - 379.90' to an iron pipe and the lands of Frank L. Beaver; thence, by and with said Beaver lands S 18° 05' 50" W - 317.57' to a stone and S 60° 29' 50" E - 319.52' to a stone and the lands of James G. Fitzgerald; thence, by and with said Fitzgerald lands S 28° 50' 40" W - 205.87' to a concrete monument and the lands of Gary James; thence, by and with said James lands S 47° 38' W - 1107.93' to a concrete monument and the lands of Lillian M. Jump; thence, by and with said Jump lands N 84° 22' 30" W - 1881.28' to a concrete monument and S 01° 11' 20" W - 838.78' to a stone and the lands of William H. Dean; thence, by and with said Dean lands N 46° 52' 10" W - 1607.08' to an iron pipe and N 0° 31' 30" E - 2211.00' to the place of beginning. Containing in all 165.426 acres of land, more or less.

TOGETHER WITH a right-of-way across the remaining lands of J. Wilson Clark from Carville Lane to the above-described lands, more particularly described as follows: Beginning for the same at a stone on the east side of Carville Lane (50' wide), said point being a corner for the lands of William H. Dean and a corner for the lands of J. Wilson Clark: and running, thence, by and with said Dean lands S 64° 27' E - 422.73' to an iron pipe and N 73° 52' 40" E - 345.24' to a concrete monument, the beginning point of the above description; thence, by and with the first line of said description N 77° 51' 10" E - 100.24' to an iron pipe and a new division line between the herein described lands and other lands of Clark; thence, by and with said new division line N 16° 07' 20" W - 106.95' to an iron pipe, S 73° 52' 40" W - 407.18' to an iron pipe, and N 64° 27' W - 424.83' to an iron pipe on the east side

of Carville Lane; thence, by and with the east side of said road, along a curve the chord of which is S 03° 40' 20" W -107.75' to the place of beginning.

BEING, or intended to be, all of the same lands and right-of-way conveyed by the Mortgagee to the Mortgagor by Deed bearing even date herewith and intended to be recorded prior hereto. The right-of-way described herein is subject to the conditions and provisions set forth in such Deed with respect thereto.

IN ADDITION TO the printed covenants on the third page of this Mortgage, it is understood and agreed that:

A. The Mortgagor may at his own expense improve the aforesaid right-of-way and also improve an extension of the right-of-way through the herein described 165.426 acres, more or less, without application or payment to the Mortgagee; and

B. The Mortgagor may remove trees from any other part of the said 165.426 acres, more or less, only after prior notice to the Mortgagee and payment to the Mortgagee of the amount received by the Mortgagor for such trees (or, if greater, their fair market value), any such payment to be considered a "prepayment" as referred to on the first page of this Mortgage.

RECEIVED FOR RECORD & RECORDED IN LIBER 97 FOLIO 505
1975 OCT -6 PM 3:14
RECORD FOR QUEEN ANNE'S CO., MD.
CHARLES W. CECIL, CLERK

OCT-6-75 * 2 126 ******9.50
OCT-6-75 A 2 126 ******9.50

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

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

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

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

WITNESS the hand and seal of the Mortgagor:

WITNESS:

Donna Roach — Joseph F. Collinson (SEAL)

Joseph F. Collinson

..... (SEAL)

..... (SEAL)

..... (SEAL)

STATE OF MARYLAND

COUNTY OF QUEEN ANNE's:

On this the 6th day of October, 1975, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared Joseph F. Collinson, known to me to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained; and at the same time appeared J. Wilson Clark 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, [illegible]

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

Donna Roach

Notary Public

DONNA ROACH NOTARY PUBLIC QUEEN ANNE'S CO., MD.

LIBER 97 PAGE 507

LIBER 8 PAGE 763

JOHN W. SAUSE, JR. Attorney Named in Mortgage 204 North Commerce Street Centreville, Maryland 21617 Plaintiff	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
v.	:	Equity No. 6014
JOSEPH F. COLLINSON Fair Haven P.O. Anne Arundel County Maryland 20754 Defendant	:	

: : : : : : : :

STATEMENT OF MORTGAGE DEBT

I hereby certify that on July 1, 1977, the mortgage debt remaining payable to me on the Mortgage of Joseph F. Collinson, dated October 6, 1975, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. 97, folio 505, is as follows:

Principal Balance	$ 49,627.50
Interest to October 6, 1977	3,970.20
Interest from October 6, 1977, to June 30, 1977	2,904.96
	$ 56,502.66

Interest accrues at the rate of $10.88 per day from June 30, 1977.

I DO HEREBY declare and affirm under the penalties of perjury that the contents of the foregoing document are true and correct to the best of my knowledge, information and belief.

J. Wilson Clark

J. Wilson Clark

BOND PURSUANT TO MARYLAND RULE W74

Whereas, by virtue of the power contained in a Mortgage from Joseph F. Collinson to J. Wilson Clark, dated October 6, 1975, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. 97, folio 505, John W. Sause, Jr., Attorney, is about to sell the land and premises described therein, default having been made in a condition under which sale may be made, and

Whereas, an action to foreclose the Mortgage has been filed in the Circuit Court for Queen Anne's County and is now pending as Equity Cause #6014;

Now, therefore,

KNOW ALL MEN BY THESE PRESENTS that we, John W. Sause, Jr., as Principal, and United States Fidelity and Guaranty Company, a body corporate, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Sixty Thousand Dollars ($60,000.00), to be paid to the State of Maryland or its certain attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, personal representatives, successors or assigns jointly and severally, firmly by these presents.

The CONDITION of the above obligation is such that if John W. Sause, Jr., Attorney, does abide by any court order which may be made in relation to the sale of the mortgaged property, or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

IN TESTIMONY WHEREOF, John W. Sause, Jr., Attorney, has hereunto set his hand and seal and United States Fidelity and Guaranty Company has caused these presents to be duly signed by its attorney-in-fact, this 30TH day of June, 1977.

Signed, sealed and delivered
in the presence of:

Donna Kerch

Teresa Gail

John W. Sause, Jr. [SEAL]

UNITED STATES FIDELITY AND
GUARANTY COMPANY

By: Mary C. [illegible]
Attorney In Fact

FILED
JUN 30 1977

SURETY APPROVED AND BOND FILED ON.....

Certified copy of Power
of Attorney attached

LIBER 2 PAGE 128

FOLIO 8 PAGE 765

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 121, 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 30th day of June, Nineteen Hundred and Seventy-Seven.

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

JOHN W. SAUSE, JR. Attorney Plaintiff v. JOSEPH F. COLLINSON Defendant	: : : : : :	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY Equity No. 6014

: : : : :

AFFIDAVIT OF MAILING

I hereby certify that on July 7, 1977, I mailed notice of the time, place and terms of sale of the mortgaged premises described in this proceeding to Joseph F. Collison, Fair Haven, Anne Arundel County P.O., Maryland 20754, such being his last known address, by certified mail, with postage prepaid, and with a request for a return receipt, as shown by the receipt of the United States Post Office, Centreville, Maryland 21617, for article #312411, attached hereto as part hereof.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing document are true and correct to the best of my knowledge, information and belief.

J. Donald Braden

J. Donald Braden

RECEIVED
CLERK, CIRCUIT COURT
1977 JUL 26 PM 3 46
QUEEN ANNE'S COUNTY

No. 312411

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL
(See Reverse)

SENT TO
Mr. Joseph F. Collinson
STREET AND NO. Fair Haven P.O.
Anne Arundel County
P.O., STATE AND ZIP CODE
Maryland 20754

POSTAGE		$ 24
CONSULT POSTMASTER FOR FEES — CERTIFIED FEE		60 ¢
OPTIONAL SERVICES	SPECIAL DELIVERY	¢
	RESTRICTED DELIVERY	¢
RETURN RECEIPT SERVICE	SHOW TO WHOM AND DATE DELIVERED	25 ¢
	SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY	¢
	SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	¢
	SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	¢
TOTAL POSTAGE AND FEES		$ 109
POSTMARK OR DATE		

CENTREVILLE JUL 7 1977 MD.

PS Form 3800, Apr. 1976

JOHN W. SAUSE, JR. Attorney	:	IN THE
Plaintiff	:	CIRCUIT COURT FOR
v.	:	QUEEN ANNE'S COUNTY
JOSEPH F. COLLINSON	:	Equity No. 6014
Defendant	:	

: : : : :

REPORT OF SALE

John W. Sause, Jr., the person authorized to exercise the power of sale contained in the Mortgage filed in this proceeding, respectfully shows:

1. After the filing of the Order to Docket, the Mortgage and the Statement of Mortgage Debt, as required by Maryland Rule W72, and the bond required by Maryland Rule W74, he gave notice of the time, place and terms of sale of the mortgaged premises in the "Queen Anne's Record-Observer", a newspaper published in Queen Anne's County, Maryland, once a week for three successive weeks. The first such publication was on July 6, 1977, and the last such publication was on July 20, 1977. A copy of such notice is attached to the Memorandum of Sale filed in these proceedings.

2. Notice of the time, place and terms of sale was sent to the mortgagor, at his last known address, on July 7, 1977, as shown by the Affidavit of Mailing filed in these proceedings.

3. At the time and place set forth in the aforesaid notice of sale, the mortgaged premises were exposed to sale by public auction upon the terms set forth in the notice. The auction was conducted by Joseph A. Jackson, Jr., a competent auctioneer.

4. At the conclusion of bidding, the auctioneer declared the high bidder to be J. Wilson Clark, who was therefore declared to be the purchaser of the mortgaged premises upon the terms set forth in the notice of sale and subject to ratification by this Court, at and for the price of Forty Thousand Dollars ($40,000.00). A deposit of Four Thousand Dollars ($4,000.00), being the amount required by the terms of the notice of sale, has been paid by such purchaser and is being held by me, subject to order of this Court. All of the matters referred to in this paragraph will more fully appear by reference to the Memorandum of Sale filed in these proceedings.

5. The purchaser has executed the affidavit required by Maryland Rule BR6 b 3, which is filed in these proceedings.

WHEREFORE, it is prayed that this Court issue its usual Order Nisi, pass its final Order of Ratification, and take such other action as may be requested or authorized by

the Maryland Rules.

John W. Sause, Jr.

AFFIDAVIT

I hereby declare and affirm under the penalities of perjury that the sale referred to in the foregoing Report of Sale was fair and that the contents of the Report of Sale are true to the best of my knowledge, information and belief.

John W. Sause, Jr.

JOHN W. SAUSE, JR. Attorney Plaintiff v. JOSEPH F. COLLINSON Defendant	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY Equity No. 6014

: : : : :

MEMORANDUM OF SALE

This is to certify that at the sale held at the Court House door, Centreville, Maryland, on July 26, 1977, at 10:30 A.M. pursuant to the advertisement of sale attached to the reverse side of this Memorandum:

1. Joseph A. Jackson, Jr., Auctioneer, conducted the bidding at the sale and announced the name of the purchaser.

2. J. Wilson Clark was the highest bidder, and the purchaser announced by the auctioneer, at said sale for the property described in the aforesaid advertisement at and for the price of Forty Thousand Dollars ($40,000.00) and upon the terms and conditions stated in the advertisement.

3. A deposit of Four Thousand Dollars ($4,000.00) has been received by John W. Sause, Jr., Attorney, prior to or at the signing hereof, in accordance with the aforesaid terms and conditions.

4. All provisions of the aforesaid advertisement of sale contained on the reverse side hereof form a part of this Memorandum.

5. This sale is subject to final ratification by the Circuit Court for Queen Anne's County, Maryland.

AS WITNESS, in duplicate, the hands and seals of John W. Sause, Jr., as attorney, J. Wilson Clark, Purchaser, and Joseph A. Jackson, Jr., Auctioneer, this 26th day of July 1977.

Witness:

Dorothy M. Morrow — John W. Sause, Jr. [SEAL]
Attorney

Dorothy M. Morrow — J. Wilson Clark [SEAL]
J. Wilson Clark
Purchaser

Dorothy M. Morrow — Joseph A. Jackson, Jr. [SEAL]
Joseph A. Jackson, Jr.
Auctioneer

Sause and Braden
204 North Commerce Street
Centreville, Maryland 21617

Attorney's Sale of Valuable Woodland Property

Under and by virtue of the power of sale contained in a Mortgage from Joseph F. Collinson to J. Wilson Clark, recorded among the Land Records of Queen Anne's County, in Liber C.W.C. 97, folio 505, default having occurred thereunder, the undersigned Attorney will offer for sale by public auction at the Court House door, Centreville, Queen Anne's County, on

Tuesday, July 26, 1977

at 10:30 a.m.

, the property described in said Mortgage as follows:

ALL of that lot or parcel of ground, situate, lying and being in the Sixth Election District of Queen Anne's County, Maryland, and described as follows by survey of William R. Nuttle, Registered Surveyor, dated September 3, 1975:

Beginning for the same at a concrete monument at the northwest corner of the herein described lands, said point being the northeast corner of the lands of William H. Dean lying east of Carville Lane; and running, thence, by and with a new division line between the herein described lands and other lands of Clark, generally following the edge of a woods, the eight following courses and distances: (1) N 77° 51'10" E - 293.01' to an iron pipe, (2) N 84° 36'50" E - 828.16 to an iron pipe, (3) S 01° 38'10" E - 471.96' to an iron pipe, (4) S 11° 58'10" E - 169.82' to an iron pipe, (5) S 03° 31'30" E - 195.96' to an iron pipe, (6) S 30° 32'30" E - 197.48' to an iron pipe, (7) S 82° 49'50" E - 2170.41' to an iron pipe, and (8) S 69° 14'40" E - 379.90' to an iron pipe and the lands of Frank L. Beaver; thence, by and with said Beaver lands S 18° 05'50" W - 317.57' to a stone and S 60° 29'50" E - 319.52' to a stone and the lands of James G. Fitzgerald; thence, by and with said Fitzgerald lands S 28° 50'40" W - 205.87' to a concrete monument and the lands of Gary James; thence, by and with said James lands S 47° 38' W - 1107.93' to a concrete monument and the lands of Lillian M. Jump; thence, by and with said Jump lands N 84° 22'30' W -1881.28' to a concrete monument and S 01° 11'20' W - 838.78' to a stone and the lands of William H. Dean; thence, by and with said Dean lands N 46° 52'10" W - 1607.08' to an iron pipe and N 0° 31'30" E - 2211.00' to the place of beginning. Containing in all 165.426 acres of land, more or less.

TOGETHER WITH a right-of-way across the lands of J. Wilson Clark from Carville Lane to the above-described lands, more particularly described as follows: Beginning for the same at a stone on the east side of Carville Lane (50' wide), said point being a corner for the lands of William H. Dean and a corner for the lands of J. Wilson Clark: and running, thence, by and with said Dean lands S 64° 27' E - 422.73' to an iron pipe and N 73° 52'40" E - 345.24' to a concrete monument, the beginning point of the above description; thence, by and with the first line of said description N 77° 51'10" E - 100.24' to an iron pipe and a new division line between the herein described lands and other lands of Clark; thence, by and with said new division line N 16° 07'20" W - 106.95' to an iron pipe, S 73° 52'40" W - 407.18' to an iron pipe, and N 64° 27' W - 424.83' to an iron pipe on the east side of Carville Lane; thence, by and with the east side of said road, along a curve the chord of which is S 03° 40'20" W - 107.75' to the place of beginning.

SUBJECT to (1) publicly recorded easements for public utility purposes (including but not limited to, telephone, telegraph, or electric transmission and/or distribution lines); (2) conditions with respect to the establishment, maintenance and use of the aforesaid right of way as set forth in a Deed from J. Wilson Clark to Joseph F. Collinson, dated October 6, 1975, and recorded among the Land Records aforesaid in Liber C.W.C. 97, folio 503; (3) the rights, if any, of the owners from time to time of the lands described in a Deed from Robert E.C. Lowe and wife, dated June 15, 1927, and recorded among the Land Records aforesaid in Liber B.H.T. 6, folio 565, over and across the 165.426 acres above described to a public road.

TERMS OF SALE. A deposit of ten (10) percent of the purchase price will be required of the purchaser at the time and place of sale in cash or by certified check, together with the affidavit required by Maryland Rule BR6 c3. The balance of the purchase money shall be paid upon final ratification of sale by the Circuit Court for Queen Anne's County and bear interest at six (6) per cent from date of sale to the date of settlement. Taxes and all other assessments to be adjusted to date of sale; and the purchaser is to bear all costs of conveyancing, revenue stamps and transfer taxes.

John W. Sause, Jr., Attorney
204 North Commerce Street
Centreville, Maryland 21617
758-0970

Joseph A. Jackson, Jr.
Auctioneer
364-5463

7-6-3-R.O.

JOHN W. SAUSE, JR. Attorney	:	
	:	IN THE
Plaintiff	:	CIRCUIT COURT FOR
v.	:	QUEEN ANNE'S COUNTY
JOSEPH F. COLLINSON	:	
Defendant	:	Equity No. 6014

: : : : :

AFFIDAVIT OF PURCHASER

In accorance with Maryland Rule BR6 b 3, I hereby make affidavit that:

1. I am the purchaser at the sale held Tuesday, July 26, 1977, at the Court House door, Centreville, Maryland at 10:30 A.M. by John W. Sause, Jr., Attorney, of the property described in a Mortgage from Joseph F. Collinson to J. Wilson Clark, dated October 6, 1975, and recorded among the Land Records of said County in Liber C.W.C. 97, folio 505.

2. I did not act as agent for anyone with respect to such sale.

3. No other persons are interested as principals with me with respect to such sale.

4. I have not directly or indirectly discouraged anyone from bidding for said property.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing document are true and correct to the best of my knowledge, information and belief.

J. Wilson Clark
J. Wilson Clark

ORDER NISI ON SALE

JOHN W. SAUSE, JR. Attorney Named in Mortgage vs. JOSEPH F. COLLINSON	In the Circuit Court for Queen Anne's County In Equity Cause No. 6014

ORDERED, this 26th day of July, 19 77, that the sale of the real property, made and reported in this cause by John W. Sause, Jr., Attorney named in Mortgage, be ratified and confirmed, on or after the 26th day of August, 19 77, 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 August, 19 77.

The report states the amount of sales to be $40,000.00.

Charles H. Cecil, Clerk

Filed July 26, 1977

JOHN W. SAUSE, JR. Attorney	:	
Plaintiff	:	IN THE
v.	:	CIRCUIT COURT FOR
JOSEPH F. COLLINSON	:	QUEEN ANNE'S COUNTY
Defendant	:	Equity No. 6014

: : : : :

PETITION FOR ORDER
TO PASS
NEW ORDER NISI

John W. Sause, Jr., the person authorized to make sale under the mortgage filed in this proceeding, respectfully shows:

1. He made and reported sale of the mortgaged premises on July 26, 1977.

2. On that date, the Clerk of this Court issued the Order Nisi required by Maryland Rule BR6 b 2, in the form specified by Maryland Rules, Form 9, and Second Circuit Rules, Form 2, as will more fully appear from the proceedings in this cause.

3. Although the Clerk of this Court delivered a copy of the Order Nisi to the "Queen Anne's Record-Observer" as soon as it was passed, that newspaper omitted publication of such notice in its issue of August 3, 1977; and it is now impossible to publish such notice within the time limited in the Order.

WHEREFORE, he moves that this Court direct the Clerk to issue a new Order Nisi on the sale made herein.

FILED
AUG 8 1977

John W. Sause, Jr.

ORDER

The foregoing Motion having been read and considered, it is this 8th day of August, 1977, by the Circuit Court for Queen Anne's County, In Equity, ORDERED, that the Clerk of this Court shall issue a new Order Nisi in accordance with Maryland Rule BR 6 b 2.

B Hackett Turner Jr.
JUDGE

FILED
AUG 8 1977

ORDER NISI ON SALE

JOHN W. SAUSE, JR. Attorney Named in Mortgage vs. JOSEPH F. COLLINSON	In the Circuit Court for Queen Anne's County In Equity Cause No. 6014

ORDERED, this 8th day of August, 19 77, that the sale of the real property, made and reported in this cause by John W. Sause, Jr., Attorney named in Mortgage, be ratified and confirmed, on or after the 8th day of September, 19 77, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 1st day of September, 19 77.

The report states the amount of sales to be $ 40,000.00.

Charles W. Cecil Clerk

Filed August 8, 1977

ORDER NISI ON SALE
JOHN W. SAUSE, JR.
Attorney Named in Mortgage
vs.
JOSEPH F. COLLINSON

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 6014

ORDERED, this 8th day of August, 1977, that the sale of the real property, made and reported in this cause by John W. Sause, Jr., Attorney Named in Mortgage, be ratified and confirmed, on or after the 8th day of September, 1977, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 1st day of September, 1977.

The report states the amount of sales to be $40,000.00.

Charles W. Cecil
Clerk

Filed: August 8, 1977
By: Betty M. Comegys
Deputy Clerk
8-10-3-K.O.

THIS IS TO CERTIFY, ... August 25 ... 19 77. That the annexed Order Nisi on Sale ..... was inserted in the **QUEEN ANNE'S RECORD OBSERVER,** a newspaper printed and published in Queen Anne's County, Md., once in each of ..... 3 ..... successive weeks before the .....1st... day of September 1977.

BAY PUBLISHING CORPORATION
Publishers

By Regina K. Crossley

FILED
AUG 25 1977

Sause and Braden
204 North Commerce Street
Centreville, Maryland 21617

Attorney's Sale of Valuable Woodland Property

Under and by virtue of the power of sale contained in a Mortgage from Joseph F. Collinson to J. Wilson Clark, recorded among the Land Records of Queen Anne's County, in Liber C.W.C. 97, folio 505, default having occurred thereunder, the undersigned Attorney will offer for sale by public auction at the Court House door, Centreville, Queen Anne's County, on

Tuesday, July 26, 1977

at 10:30 a.m.

the property described in said Mortgage as follows:

ALL of that lot or parcel of ground, situate, lying and being in the Sixth Election District of Queen Anne's County, Maryland, and described as follows by survey of William R. Nuttle, Registered Surveyor, dated September 3, t975:

Beginning for the same at a concrete monument at the northwest corner of the herein described lands, said point being the northeast corner of the lands of William H. Dean lying east of Carville Lane; and running, thence, by and with a new division line between the herein described lands and other lands of Clark, generally following the edge of a woods, the eight following courses and distances: (1) N 77° 51'10" E - 293.01' to an iron pipe, (2) N 84° 36'50" E - 828.16 to an iron pipe, (3) S 01° 38'10" E - 471.96' to an iron pipe, (4) S t1° 58'10" E - 169.82' to an iron pipe, (5) S 03° 3t'30" E - 195.96' to an iron pipe, (6) S 30° 32'30" E - 197.48' to an iron pipe, (7) S 82° 49'50" E - 2t70.4t' to an iron pipe, and (8) S 69° 14'40" E - 379.90' to an iron pipe and the lands of Frank L. Beaver; thence, by and with said Beaver lands S t8° 05'50" W - 317.57' to a stone and S 60° 29'50" E - 319.52' to a stone and the lands of James G. Fitzgerald; thence, by and with said Fitzgerald lands S 28° 50'40" W - 205.87' to a concrete monument and the lands of Gary James; thence, by and with said James lands S 47° 38' W - 1107.93' to a concrete monument and the lands of Lillian M. Jump; thence, by and with said Jump lands N 84° 22'30' W -1881.28' to a concrete monument and S 01° 11'20' W - 838.78' to a stone and the lands of William H. Dean; thence, by and with said Dean lands N 46° 52'10" W - 1607.08' to an iron pipe and N 0° 31'30" E - 2211.00' to the place of beginning. Containing in all 165.426 acres of land, more or less.

TOGETHER WITH a right-of-way across the lands of J. Wilson Clark from Carville Lane to the above-described lands, more particularly described as follows: Beginning for the same at a stone on the east side of Carville Lane (50' wide), said point being a corner for the lands of William H. Dean and a corner for the lands of J. Wilson Clark; and running, thence, by and with said Dean lands S 64° 27' E - 422.73' to an iron pipe and N 73° 52'40" E - 345.24' to a concrete monument, the beginning point of the above description; thence, by and with the first line of said description N 77° 51'10" E - t00.24' to an iron pipe and a new division line between the herein described lands and other lands of Clark; thence, by and with said new division line N 16° 07'20" W - 106.95' to an iron pipe, S 73° 52'40" W - 407.t8' to an iron pipe, and N 64° 27' W - 424.83' to an iron pipe on the east side of Carville Lane; thence, by and with the east side of said road, along a curve the chord of which is S 03° 40'20" W - t07.75' to the place of beginning.

SUBJECT to (t) publicly recorded easements for public utility purposes (including but not limited to, telephone, telegraph, or electric transmission and/or distribution lines); (2) conditions with respect to the establishment, maintenance and use of the aforesaid right of way as set forth in a Deed from J. Wilson Clark to Joseph F. Collinson, dated October 6, t975, and recorded among the Land Records aforesaid in Liber C.W.C. 97, folio 503; (3) the rights, if any, of the owners from time to time of the lands described in a Deed from Robert E.C. Lowe and wife, dated June t5, t927, and recorded among the Land Records aforesaid in Liber B.H.T. 6, folio 565, over and across the 165.426 acres above described to a public road.

TERMS OF SALE. A deposit of ten (10) percent of the purchase price will be required of the purchaser at the time and place of sale in cash or by certified check, together with the affidavit required by Maryland Rule BR6 c3. The balance of the purchase money shall be paid upon final ratification of sale by the Circuit Court for Queen Anne's County and bear interest at six (6) per cent from date of sale to the date of settlement. Taxes and all other assessments to be adjusted to date of sale; and the purchaser is to bear all costs of conveyancing, revenue stamps and transfer taxes.

John W. Sause, Jr., Attorney
204 North Commerce Street
Centreville, Maryland 21617
758-0970

Joseph A. Jackson, Jr.
Auctioneer
364-5463

7-6-3-R.O.

LIBER 8 FOLIO 776 ..... August 25, ... 19 77

THIS IS TO CERTIFY, That the annexed

Attorney's Sale of Valuable was inserted in the **QUEEN ANNE'S RECORD OBSERVER,** a newspaper printed and published in Queen Anne's County, Md., once in each of .....3..... successive weeks before the .....26th.. day of ...July..... 1977..

BAY PUBLISHING CORPORATION
Publishers

By Regina K. Crossley

FILED
AUG 25 1977

JOHN W. SAUSE, JR. Attorney Plaintiff v. JOSEPH F. COLLINSON Defendant	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY Equity No. 6014

: : : : :

MILITARY AFFIDAVIT

I hereby make oath that to the best of my knowledge, information and belief, Joseph F. Collinson is not in the military service of the United States of America (or in the military service of any nation allied with the United States of America) and has not been ordered to report for induction under the Universal Military Training and Service Act, as amended, and is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

According to written information given to me by Joseph F. Collinson in May 1975, and prior to the time of the execution of the Mortgage which is the subject of this proceding, Joseph F. Collinson was 44 years of age, was self-employed, and had resided at Fair Haven, Maryland, for 42 years. All of my subsequent contacts with Joseph F. Collinson were directed to that place; and I never received any information from him or any other source which would lead me to believe that there has been any change in his non-military status.

I do solemnly declare and affirm under the penalties of perjury that the matters and facts set forth in the foregoing document are true and correct to the best of my knowledge, information and belief.

J. Wilson Clark
J. Wilson Clark
Centreville, Maryland

FILED
OCT 11 1977

JOHN W. SAUSE, JR. Attorney Plaintiff v. JOSEPH F. COLLINSON Defendant	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY Equity No. 6014

: : : : :

FINAL ORDER OF RATIFICATION

No cause having been shown why the sale of the real property made and reported in this cause by John W. Sause, Jr., Attorney named in Mortgage, should not be ratified and confirmed, although it appears that the Order Nisi issued pursuant to Maryland Rule BR6 b 2 and Second Circuit Rule BR6 and this Court's Order of August 8, 1977, has been published as therein required, and the Court being satisfied that the sale was fairly and properly made, it is this 13th day of October, 1977, by the Circuit Court for Queen Anne's County, In Equity,

ORDERED, that the sale of the mortgaged property referred to in this cause, made by John W. Sause, Jr., Attorney named in Mortgage, on July 26, 1977, is hereby finally ratified and confirmed.

B. Hackett Turner Jr.
JUDGE

FILED
OCT 13 1977

JOHN W. SAUSE, JR. Attorney Plaintiff v. JOSEPH F. COLLINSON Defendant	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY Equity No. 6014

: : : : :

MOTION REGARDING ACCOUNT

John W. Sause, Jr., moves that the Court pass an Order excusing the purchaser herein from making formal payment of the balance of the purchase price and referring the matter to the Court Auditor and for reasons says:

1. The purchaser of the mortgaged property at the sale as heretofore reported is J. Wilson Clark, who is also the mortgagee in the Mortgage which is the subject of this proceeding.

2. As previously reported, the purchaser-mortgagee has paid to Movant the sum of $4,000.00 in cash, being the deposit required of the purchaser as set forth in the advertisement of sale.

3. Since the Statement of Mortgage Debt filed herein shows that the indebtedness due to the mortgagee at the time of sale is far in excess of the purchase price, the entire balance of the proceeds of the sale, after the deduction of costs and expenses of this proceeding, will be distributed to the purchaser-mortgagee; and, since both the purchaser-mortgagee and Movant believe that the amount of the deposit now in the hands of Movant is in excess of the amount necessary to discharge all of the aforesaid costs and expenses of this proceeding, the purchaser-mortgagee has asked that he be relieved from paying the balance due on the purchase price at this time.

4. Pursuant to §7-105 (b) of the Real Property Article of the Code, the interest provided in the Mortgage is payable only for a period of 60 days following the date of sale; and since the purchaser-mortgagee believes that he has already paid in excess of the amount which he will actually be required to remit by reason of this sale, he has also asked that his duty to pay interest on the balance of the purchase price be also limited to a period of 60 days following the date of sale.

John W. Sause, Jr.

JOHN W. SAUSE, JR. Attorney Plaintiff v. JOSEPH F. COLLINSON Defendant	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY Equity No. 6014

: : : : :

ORDER

The Motion Regarding Account filed in this cause by John W. Sause, Jr., having been read and considered, it is this 14th day of October, 1977, by the Circuit Court for Queen Anne's County, In Equity,

ORDERED, as follows:

1. J. Wilson Clark, the purchaser and mortgagee named in these proceedings shall not be required to pay the balance of the purchase price at this time, but shall only be required to make such payment at the time the auditor's report is finally ratified.

2. Interest on the balance of the purchase price not paid at the time of sale shall be payable for a period of sixty (60) days from July 26, 1977, the date of sale.

3. This cause is hereby referred to the Court Auditor for further proceedings in accordance with Maryland Rule 595 and Second Circuit Rule 12.

B. Hackett Turner Jr.
JUDGE

FILED
OCT 14 1977

JOHN W. SAUSE, JR. Attorney Plaintiff	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
vs.	:	
JOSEPH F. COLLINSON Defendant	:	IN EQUITY NO. 6014

: : : : : : : : : : : : :

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 John W. Sause, Jr., attorney named in mortgage, wherein it appears the proceeds of sale are insufficeint to pay the mortgage indebtedness. The mortgage deficiency appears to be in the amount of $19,061.08.

2. That in the within account of John W. Sause, Jr., attorney, charged with the proceeds of sale made by him, and he is allowed his commissions for the sale of said land, the fee for the foreclosure, the court costs in this cause, the premium on the bond, the costs of advertising notice of sale and Order Nisi of sale filed in this cause, the state and county taxes, the auctioneer's fee, the fee of your Auditor, and the balance was credited towards the mortgage indebtedness.

Respectfully submitted,

October 18, 1977

J. Thomas Clark

J. Thomas Clark, Auditor

FILED
OCT 18 1977

JOHN W. SAUSE, JR. Attorney Plaintiff v. JOSEPH F. COLLINSON Defendant	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY Equity No. 6014

: : : : :

AUDIT

The proceeds of the sale of the mortgaged premises reported in this cause in account with John W. Sause, Jr., as Attorney named in Mortgage and as Vendor of said mortgaged premises.

1977		Dr.	Cr.
	Collected as per terms of sale and Order of October 13, 1977		
7/26	Deposit made by purchaser at sale		$ 4,000.00
	Amounts due from purchaser		
	Balance due on purchase price		36,000.00
	Interest, 60 days at 6% on unpaid purchase price		360.00
	Compensation and expenses allowable pursuant to Circuit Rule BR8		
	To John W. Sause, Jr., Attorney		
	a. Commission for making sale	$ 2,150.00	
	b. Counsel fee set in mortgage	50.00	
	c. Advanced court costs	40.00	
	d. Mailing notice to mortgagor	1.09	
	To Joseph A. Jackson, Jr. Auctioneer	100.00	
	To Eastern Shore Estates Co. Bond premium	240.00	
	To Queen Anne's Record-Observer		
	a. Advertisement of sale	135.00	
	b. Advertisement of Nisi	26.00	
	To Oscar A. Schulz, Treasurer State/county taxes 7/1/77 to 7/26/77	29.33	
	To Charles W. Cecil, Clerk open costs of this proceeding	92.00	2,863.42

Allowed to Auditor pursuant to Circuit Rule 12

To J. Thomas Clark, Auditor		
a. For stating account	45.00	
b. Expenses involved in stating audit and notification	10.00	55.00

DISTRIBUTION

To J. Wilson Clark, as Mortgagee, on account of Statement of Mortgage Debt		
a. From amount collected as deposit	1,081.58	
b. From balance due from purchaser	36,360.00	
	$ 40,360.00	$ 40,360.00

J. Thomas Clark
J. Thomas Clark
Auditor

JOHN W. SAUSE, JR.
Attorney

Plaintiff

vs.

JOESEPH F. COLLINSON

Defendant

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY NO. 6014

: : : : : : : : : : :

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

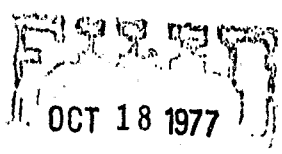
The undersigned Court Auditor hereby certifies that on October 18, 1977, the date the audit in the above-entitled cause was filed in this Court, that he did by U. S. First Class Mail notify the follwing interested parties to this cause, to wit:

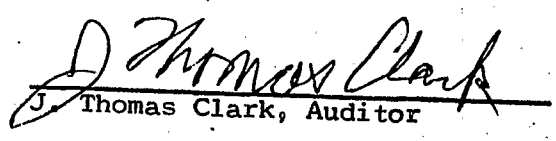
John W. Sause, Jr., Esquire
204 N. Commerce Street
Centreville, MD 21617

Joseph F. Collinson
Fair Haven P. O.
Anne Arundel County, MD 20754

J. Wilson Clark
Centreville, MD 21617

PURSUANT to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on October 18, 1977, with the Clerk of Court, Centreville, Maryland, anc the exceptions to said audit must be filed on or before November 2, 1977, and that if no exceptions are filed within such fifteen-day period, the account may thereupon be ratified on November 3, 1977.





J. Thomas Clark, Auditor

JOHN W. SAUSE, JR., Attorney	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
	*	No. 6014
JOSEPH F. COLLINSON	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 18th day of October, 19 77, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 3rd day of November, 19 77, unless cause to the contrary thereof be previously shown; provided notice is given in manner provided by Maryland Rule 595 g to persons entitled thereto.

Charles H. Acel, Clerk

Filed October 18, 1977

JOHN W. SAUSE, JR, Attorney	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6014
	*	
JOSEPH F. COLLINSON	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 3rd day of November, 19 77, by the Court that the account of the Auditor is finally ratified and confirmed, and John W. Sause, Jr., Attorney, ~~[illegible]~~, is directed to apply the proceeds accordingly, with a dus proportion of interest as the same has been or may bs received.

Charles H. Cole Clerk

Filed November 3, 1977

FRANK E. DeVORE, et ux.	:	IN THE CIRCUIT COURT FOR
vs	:	QUEEN ANNE'S COUNTY
JOHN W. SMITH, et al.	:	IN EQUITY NO. 5973

: : : : :

Mr. Clerk:

Please record the following pleadings in the Judgment In Extenso:

1. Bill of Complaint - 3 pages
2. Order of Publication - 3 pages
3. Certificate of Publication - 2 pages
4. Decree - 4 pages

Michael R. Foster
103 Lawyers Row
Centreville, Maryland 21617

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

FRANK E. DeVORE and ESTHER V. DeVORE, his wife, Sudlersville, Maryland 21668	:	IN THE
vs		
JOHN W. SMITH, and any unknown heirs of John W. Smith, their respective heirs, executors, administrators, personal representatives, and all other persons, their heirs, executors, administrators, personal representatives who could claim any interest in the real estate mentioned in these proceedings or who could hold a lien or encumbrance on the real estate mentioned in these proceedings. Addresses unknown	:	CIRCUIT COURT
	:	APR 20-77 A 329624 *****40.00 FOR
and		
JOHN A. BENSON and JULIA C. BENSON, his wife, and any unknown heirs of John A. Benson and Julia C. Benson, his wife, their respective heirs, executors, administrators, personal representatives, and all other persons, their heirs, executors, administrators, personal representatives who could claim any interest in the real estate mentioned in these proceedings or who could hold a lien or encumbrance on the real estate mentioned in these proceedings. Addresses unknown	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
	:	NO. 5973

BILL TO QUIET TITLE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Frank E. DeVore and Esther V. DeVore, his wife, by Robert R. Price, Jr., and Michael R. Foster, their attorneys, respectfully represents:

1. That this proceeding is filed under the provisions of the Annotated Code of Maryland, Real Property, Section 14-108 (1975).

2. That Frank E. DeVore and Esther V. DeVore, the Complainants herein, are presently in actual, visible and exclusive possession of two tracts of land lying adjacent to their other properties in the Seventh Election District of Queen Anne's County, which said properties are set forth and shown in a plat by J. R. McCrone, Jr., Inc., Professional Surveyors, a copy of which is attached and labeled Exhibit A, and said two parcels are described by metes and bounds, courses and distances according to said survey as set forth and shown by descriptions attached and labeled Exhibits B and C.

3. That the two parcels of land, which evolved from separate chains of title, appear to have defects in title, set out more particularly below, which prohibit the Complainants from transferring "good and merchantable titles".

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

FILED
APR 20 1977

4. That Parcel No. 1 of Exhibit A, containing 18.799 acres, more or less, was granted and conveyed unto the Complainants herein by Quit Claim Deed from Henry L. Higman dated August 18, 1976 and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 108, folio 395, a copy of which is attached and labeled Exhibit D.

5. That a title examination of the land records of Queen Anne's County and the subsequent survey by J. R. McCrone, Jr., Inc., of Parcel 1 evidences that the title to Parcel No. 1 derived from a reservation of said land in a deed from James E. Higman to John Byler dated December 15, 1936, and recorded in Liber W.H.C. No. 4A, folio 147, a copy of said deed being attached and labeled Exhibit E.

6. That the description of said land reserved in the aforementioned deed appears to be inadequate though the Complainants and/or their predecessors have possessed those lands set forth and shown as Parcel No. 1 in Exhibit A, and have possessed the same in an open, actual, visual, exclusive and continuous manner, hostile to any claim or right of others, under a claim of title for a period far in excess of twenty (20) years.

7. That an examination of said County Land Records reveals that John Byler recognized all those lands conveyed unto him by James E. Higman with the title to said lands finally resting in John W. Smith, one of the Respondents named herein. That the said John W. Smith reconveyed by numerous deeds all those lands conveyed unto him but it does not appear that he conveyed or attempted to convey title to the lands set forth as Parcel 1.

8. That Parcel No. 2, as set forth and shown in Exhibit A, containing 3.539 acres, is a portion of that farm formerly known as "Reviving Springs" which was conveyed by Samuel Casy unto the Respondents John A. Benson and Julia C. Benson, his wife, by deed dated December 27, 1883 and recorded in Liber S.C.D. No. 4, folio 192.

9. That in 1886 said Respondents reconveyed said lands by metes and bounds, courses and distances, the same said description being carried forth in a deed from Lona G Evans to Frank E. DeVore and Esther V. DeVore, his wife, the Complainants herein, dated June 2, 1970 and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 48, folio 221, a copy of which is attached and labeled Exhibit F.

10. That it appears said description omits the 3.539 acres set forth as Parcel No. 2, though the Complainants and/or their predecessors in title have possessed those lands in an open, actual, visual, exclusive and continuous manner, hostile to any claim or right of others, under a claim of title for a period far in excess of twenty (20) years.

11. That said Complainants are now in possession of the land and have been advised of the possible defects in title arising from the facts hereinabove mentioned. That because of said possible defects, the Complainants may be unable to deliver good and merchantable title to said lands until said title is cleared by Order of this Court, whereupon it shall be decreed that title to the same shall be vested in your Complainants unencumbered by claims of others.

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

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

TO THE END THEREFORE:

1. That the Complainants may by decree of this Honorable Court be made the absolute owners of said land, and have the perfect right of absolute disposition of the land.

2. That your Complainants may have such other and further relief as their case may require.

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

AND AS IN DUTY BOUND, ETC.

Robert R. Price, Jr.

Robert R. Price, Jr.

Michael R. Foster,
103 Lawyer's Row
Centreville, Maryland 21617
Telephone: 758-1660
Attorneys for Complainants

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

I HEREBY CERTIFY, that on this 20th day of April, 1977, before me, a Notary Public of the State and County aforesaid, personally appeared Robert R. Price, Jr., and Michael R. Foster, Attorneys for the Complainants, and made oath in due form of law that the matters and facts set forth herein are true and correct according to the best of their knowledge.

WITNESS my hand and Notarial Seal.

Mary F. Cochran
Notary Public

My Commission expires: 7-1-78

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

FRANK E. DeVORE and ESTHER V. DeVORE, his wife Sudlersville, Maryland 21668	:	IN THE
vs.		
JOHN W. SMITH, and any unknown heirs of John W. Smith, their respective heirs, executors, administrators, personal representatives, and all other persons, their heirs, executors administrators, personal representatives who could claim any interest in the real estate mentioned in these proceedings or who could hold a lien or encumbrance on the real estate mentioned in these proceedings. Addresses unknown	:	CIRCUIT COURT
	:	FOR
and		
JOHN A. BENSON and JULIA C. BENSON, his wife, and any unknown heirs of John A. Benson and Julia C. Benson, his wife, their respective heirs, executors, administrators personal representatives, and all other persons, their heirs, executors, administrators, personal representatives who could claim any interest in the real estate mentioned in these proceedings or who could hold a lien or encumbrance on the real estate mentioned in these proceedings. Addresses unknown	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
	:	NO. 5973

ORDER OF PUBLICATION

The object of this suit is to procure a decree that the Complainants be made the absolute owners of the tract of land hereinafter respectively described with the perfect right of absolute disposition of the same and for an absolute and permanent injunction against any of the Respondents claiming any interest in said land.

The Bill recites that this proceeding is ----------

1. Filed under the provisions of the Annotated Code of Maryland, Real Property, Section 14-108 (1975).

2. That Frank E. DeVore and Esther V. DeVore, the Complainants herein, are presently in actual, visible and exclusive possession of two tracts of land lying adjacent to their other properties in the Seventh Election District of Queen Anne's County, which said properties are set forth and shown in a plat by J. R. McCrone, Jr., Inc., Professional Surveyors, a copy of which is attached and labeled Exhibit A, and said two parcels are described by metes and bounds, courses and distances according to said survey as set forth and shown by descriptions attached and labeled Exhibits B and C.

3. That the two parcels of land, which evolved from separate chains of title, appear to have defects in title, set out more particularly below, which prohibit the Complainants from transferring "good and merchantable titles".

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

4. That Parcel No. 1 of Exhibit A, containing 18.799 acres, more or less, was granted and conveyed unto the Complainants herein by Quit Claim Deed from Henry L. Higman dated August 18, 1976 and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 108, folio 395, a copy of which is attached and labeled Exhibit D.

5. That a title examination of the land records of Queen Anne's County and the subsequent survey by J. R. McCrone, Jr., Inc., of Parcel 1 evidences that the title to Parcel No. 1 derived from a reservation of said land in a deed from James E. Higman, to John Byler dated December 15, 1936, and recorded in Liber W,H. C. No. 4A, folio 147, a copy of said deed being attached and labeled Exhibit E.

6. That the description of said land reserved in the aforementioned Deed appears to be inadequate though the Complainants and/or their predecessors have possessed those lands set forth and shown as Parcel No. 1 in Exhibit A, and have possessed the same in an open, actual, visual, exclusive and continuous manner, hostile to any claim or right of others, under a claim of title for a period far in excess of twenty (20) years.

7. That an examination of said County Land Records reveals that John Byler recognized all those lands conveyed unto him by James E. Higman with the title to said lands finally resting in John W. Smith, one of the Respondents named herein. That the said John W. Smith reconveyed by numerous deeds all those lands conveyed unto him but it does not appear that he conveyed or attempted to convey title to the lands set forth as Parcel 1.

8. That Parcel No. 2, as set forth and shown in Exhibit A, containing 3.539 acres, is a portion of that farm formerly known as "Reviving Springs" which was conveyed by Samuel Casy unto the Respondents John A. Benson and Julia C. Benson, his wife, by deed dated December 27, 1883, and recorded in Liber S.C.D. No. 4, folio 192.

9. That in 1886, said Respondents reconveyed said lands by metes and bounds, courses and distances, the same said description being carried forth in a deed from Lona G. Evans to Frank E. DeVore and Esther V. DeVore, his wife, the Complainants herein, dated June 2, 1970 and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 48, folio 221, a copy of which is attached and labeled Exhibit F.

10. That it appears said description omits the 3.539 acres set forth as Parcel No. 2, though the Complainants and/or their predecessors in title have possessed those lands in an open, actual, visual, exclusive and continuous manner, hostile to any claim or right of others, under a claim of title for a period far in excess of twenty (20) years.

11. That said Complainants are now in possession of the land and have been advised of the possible defects in title arising from the facts hereinabove mentioned. That because of said possible defects, the Complainants may be unable to deliver good and merchantable title to said lands until said title is cleared by Order of this Court, whereupon it shall be decreed that title to the same shall be vested in your Complainants unencumbered by claims of others.

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

IT IS THEREUPON ORDERED, by the Circuit Court for Queen Anne's County, this 21st day of April, 1977, that the Complainants, by causing a copy of this Order to be inserted in some newspaper published in Queen Anne's County, Maryland, once a week in each of four successive weeks, before the 23rd day of May, 1977, shall give notice to the

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

Respondents, addresses unknown, of the substance and object of the Bill of Complaint, and to appear in the Circuit Court for Queen Anne's County, on or before the 23rd day of June, 1977, and file their answer to or other initial pleading in the Clerk's Office of said Court, at Centreville, Maryland; otherwise, a decree pro confesso and/or a final decree may be entered for the relief demanded by the Complainants.

FILED: April 21, 1977

Charles H. Coe
Clerk

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

CLERK, CIRCUIT COURT
1977 JUN 27 AM 11:43
QUEEN ANNE'S COUNTY

Cambridge, Md., May 13 1977

I Hereby Certify, that the annexed

Legal Notice - DeVore vs Smith and Benson
Equity No. 5973

was published in

THE BANNER

a newspaper published in Easton, Talbot County, Md.

on April 22-29 - May 6-13 1977

128 Total Column Inches

At $1.00 per inch Rate

Herman Stevens Publisher

By Dolores P. Adams

60. LEGAL NOTICES

FRANK E. DeVORE and ESTHER V. DeVORE, his wife, Sudlersville, Maryland 21668

vs.

JOHN W. SMITH, and any unknown heirs of John W. Smith, their respective heirs, executors, administrators, personal representatives, and all other persons, their heirs, executors, administrators, personal representatives who could claim any interest in the real estate mentioned in these proceedings or who could hold a lien or encumbrance on the real estate mentioned in these proceedings. Addresses unknown

and

JOHN A. BENSON and JULIA C. BENSON, his wife, and any unknown heirs of John A. Benson and Julia C. Benson, his wife, their repective heirs, executors, administrators, personal representatives, and all other persons, their heirs, executors, administrators, personal representatives who could claim any interest in the real estate mentioned in these proceedings or who could hold a lien or encumbrance on the real estate mentioned in these proceedings.
Address unknown

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY NO. 5973

ORDER OF PUBLICATION

The object of this suit is to procure a decree that the Complainants be made absolute owners of the tract of land hereinafter respectively described with the perfect right of absolute disposition of the same and for an absolute and permanent injunction against any of the Respondents claiming any interest in said land.

taining 3.539 acres, is a portion of that farm formerly known as "Reviving Springs" which was conveyed by Samuel Casy unto the Respondents John A. Benson and Julia C. Benson, his wife, by deed dated December 27, 1883, and recoded in Liber S.C.D. No. 4, folio 192.

9. That in 1886, said Respondents reconveyed said lands by metes and bounds, courses and distances, the same said description being carried forth in a deed from Lona G. Evans to Frank E. DeVore and Esther V. DeVore, his wife, the Complainants herein, dated June 2, 1970 and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 48, folio 221, a copy of which is attached and labeled Exhibit F.

10. That it appears said description omits the 3.539 acres set forth as Parcel No. 2, though the Complainants and-or their predecessors in title have possessed those lands in an open, actual, visual, exclusive and continuous manner, hostile to any claim or right of others, under a claim of title for a period far in excess of twenty (20) years.

11. That said Complainants are now in possession of the land and have been advised of the possible defects in title arising from the facts hereinabove mentioned. That because of said possible defects, ~~the~~ Complainants may be unable to deliver good and merchantable title to said lands until said title is cleared by Order of this Court, whereupon it shall be decreed that title to the same shall be vested in your Complainants unencumbered by claims of others.

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

IT IS THEREUPON ORDERED, by the Circuit Court for Queen Anne's County, this

The Bill recites that this proceeding is . . .

1. Filed under the provisions of the Annotated Code of Maryland, Real Property, Section 14-108 (1975).

2. That Frank E. DeVore and Esther V. DeVore, the Complainants herein, are presently in actual, visible and exclusive possession of two tracts of land lying adjacent to their other properties in the Seventh Election District of Queen Anne's County, which said properties are set forth and shown in a plat by J. R. McCrone Jr., Inc., Professional Surveyors, a copy of which is attached and labeled Exhibit A, and said two parcels are described by metes and bounds, courses and distances according to said survey as set forth and shown by descriptions attached and labeled Exhibits B and C.

3. That the two parcels of land, which evolved from separate chains of title, appear to have defects in title, set out more particularly below, which prohibit the Complainants from transferring "good and merchantable title."

4. That Parcel No. 1 of Exhibit A, containing 18.799 acres, more or less, was granted and conveyed unto the Complaintants herein by Quit Claim Deed from Henry L. Higman dated August 18, 1976 and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 108, folio 395, a copy of which is attached and labeled Exhibit D.

5. That a title examination of the land records of Queen Anne's County and the subsequent survey by J.R. McCrone Jr., Inc., of Parcel 1 evidences that the title to Parcel No. 1 derived from a reservation of said land in a deed from James E. Higman, to John Byler dated December 15, 1936, and recorded in Liber W. H. C. No. 4A, folio 147, a copy of said deed being attached and labeled Exhibit E.

6. That the description of said land reserved in the aforementioned Deed appears to be inadquate though the Complainants and-or their predecessors have possessed those lands set forth and shown as Parcel No. 1 in Exhibit A, and have possessed the same in an open, actual, visual, exclusive and continuous manner, hostile to any claim or right of others, under a claim of title for a period far in excess of twenty (20) years.

7. That an examination of said County Land Records reveals that John Byler recognized all those lands conveyed unto him by James E. Higman with the title to said lands finally resting in John W. Smith, one of the Respondents named herein. That the said John W. Smith reconveyed by numerous deeds all those lands conveyed unto him but it does not appear that he conveyed or attempted to convey title to the lands set forth as Parcel 1.

8. That Parcel No. 2 as set forth and shown in Exhibit A, con-

(Continued in next Column)

21st day of April, 1977, that the Complainants, by causing a copy of this Order to be inserted in some newspaper published in Queen Anne's County, Maryland, once a week in each of four successive weeks, before the 23rd day of May, 1977, shall give notice to the Respondents, addresses unknown, of the substance and object of the Bill of Complaint, and to appear in the Circuit Court for Queen Anne's County, on or before the 23rd day of June, 1977, and file their answer to or other initial pleading in the Clerk's Office of said Court, at Centreville, Maryland; otherwise, a decree pro confesso and-or a final decree may be entered for the relief demanded by the Complainants.

FILED: April 21, 1977
Charles W. Cecil

Clerk

TRUE COPY:
TEST: Charles W. Cecil, CLERK

FRANK E. DeVORE and ESTHER V. DeVORE, his wife, Sudlersville, Maryland 21668 vs JOHN W. SMITH, and any unknown heirs of John W. Smith, their respective heirs, executors, administrators, personal representatives, and all other persona, their heirs, executors, administrators, personal representatives who could claim any interest in the real estate mentioned in these proceedings or who could hold a lien or encumbrance on the real estate mentioned in these proceedings. Addresses unknown and JOHN A. BENSON and JULIA C. BENSON, his wife, and any unknown heirs of John A. Benson and Julia C. Benson, his wife, their respective heirs, executors, administrators, personal representatives, and all other persons, their heirs, executors, administrators, personal representatives who could claim any interest in the real estate mentioned in these proceedings or who could hold a lien or encumbrance on the real estate mentioned in these proceedings. Addresses unknown	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY NO. 5973

: : : : : : :

DECREE

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

IT IS THEREUPON, this 7th day of October, 1977, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED that:

1. That Frank E. DeVore and Esther V. DeVore, his wife, have absolute ownership and perfect right to absolute disposition of the real estate in Queen Anne's County mentioned in these proceedings and more particularly described below, as against John W. Smith, and any unknown heirs of John W. Smith, their respective heirs, executors, administrators, personal representatives, and all other persons, their heirs, executors, administrators, personal representatives who could claim any interest in the real estate mentioned in these proceedings or who could hold a lien or encumbrance on the real estate mentioned in these proceedings, addresses

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

unknown and as against John A. Benson and Julia C. Benson, his wife, their respective heirs, executors, administrators, personal representatives, and all other persons, their heirs, executors, administrators, personal representatives who could claim any interest in the real estate mentioned in these proceedings or who could hold a lien or encumbrance on the real estate mentioned in these proceedings, or encumbrance on the real estate mentioned in these proceedings, or encumbrance on the real estate hereinbelow described as follows to wit:

PARCEL #1

BEGINNING for the same at a concrete monument set at the end of the North 06° 15' East 245 foot line as described in a conveyance from Eleanor P. Jerling to Dorothy Villabona by deed dated March 2, 1965 and recorded among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. No. 13, folio 376. Said beginning point further being located, North 06° 50' 52" East 245.00 feet from a large Red Oak Tree, as shown on a plat attached hereto and intended to be recorded herewith; thence, leaving said beginning point so fixed and binding on the division line between the lands of Frank E. DeVore (see C.W.C. 48/221) and the herein described lands, the five (5) following courses and distances, North 06° 50' 52" East 598.15 feet to a point; thence, North 15° 50' 52" East 231.00 feet to a point; thence, North 31° 50' 52" East 198.00 feet to a point; thence, North 21° 50' 52" East 198.00 feet to a point and; thence, North 35° 50' 52" East 84.98 feet to a point at the intersection of the division line between the lands of the Queen Anne's County Commissioners (see N.B.W. 8/587) and the herein described lands; thence, leaving the aforementioned division line between the lands of Frank E. DeVore and the herein described lands and running with the last mentioned line, South 37° 09' 08" East 1,244.69 feet to a concrete monument set in the northwesternmost right of-way line of Glanding Road, a fifty (50) foot wide right-of-way; thence, leaving said concrete monument and binding on the arc of a curve to the left, with the aforementioned right-of-way line 259.00 feet to a concrete monument set, at the intersection of the division line between the lands of Dorothy Villabona (see C.W.C. 13/376) and the herein described lands, with the aforementioned northwesternmost right-of-way line of Glanding Road,

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

said curve having a radius of 683.02 feet and scribed by a chord of South 33° 49' 50" West 257.45 feet; thence, leaving said concrete monument and binding on the aforesaid division line, South 88° 10' 07" West 971.20 feet to the place of beginning. Containing in all 18.799 acres of land, more or less, as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in November of 1976;

BEING or intending to be all those lands granted and conveyed unto Frank E. DeVore and Esther V. DeVore, his wife, by Quit Claim deed from Henry L. Hyman dated August 18, 1976 and recorded in Liber C.W.C. No. 108, folio 395 of the Land Records of Queen Anne's County.

PARCEL #2

BEGINNING for the same at a point at the beginning of the South 73° West 229.76 perch line of a deed description of the Frank E. DeVore lands recorded among the Land Record Books of Queen Anne's County, Maryland, in Liber C.W.C. No. 48, folio 221. Said beginning point further being a common corner for the aforementioned Frank E. DeVore lands and the lands of Paul M. Bowman (see C.W.C. 103/161) as shown on the plat attached hereto and intended to be recorded herewith; thence, leaving said beginning point so fixed and binding on the southernmost outline of the lands of the aforementioned Paul M. Bowman, North 80° 50' 52" East 400.79 feet to a point on the water line of Unicorn Mill Pond, passing in transit a concrete monument set 339.79 feet from said place of beginning; thence, leaving said point and binding on the water line of the aforementioned Unicorn Mill Pond, the eight (8) following courses and distances, South 28° 10' 13" East 81.92 feet to a point; thence, South 45° 44' 30" East 100.40 feet to a point; thence, South 22° 00' 35" West 117.12 feet to a point; thence, South 45° 04' 42" West 140.45 feet to a point; thence, South 08° 59' 26" East 174.13 feet to a point; thence, South 01° 05' 38" West 149.76 feet to a point; thence, South 39° 49' 09" West 271.79 feet to a point South 26° 05' 10" West 101.95 feet to a point in the division line between the lands of the Queen Anne's County Commissioners (see N.B.W. 8/587) and the lands described in an Equity Proceeding between James E. Higman

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

and Tempe A. Robbins dated August 17, 1916 and recorded among the Land Record Books of Queen Anne's County, Maryland, in Liber W.F.W. No. 9, folio 218; thence, leaving said point and binding on the division line between the last mentioned lands and the herein described lands, North 37° 09' 08" West 57.20 feet to a point, said point being a common corner for the aforementioned lands described in W.F.W. 9/218, the lands of Frank E. DeVore (see C.W.C. 48/221) and the herein described lands; thence, leaving said point and binding on the division line between the aforementioned Frank E. DeVore lands and the herein described lands, North 35° 50' 52" East 14.02 feet to a point; thence, leaving said point and continuing on the last mentioned division line, the eight (8) following courses and distances, North 17° 50' 52" East 132.00 feet to a point; thence, North 54° 50' 52" East 132.00 feet to a point; thence, North 33° 50' 52" East 99.00 feet to a point; thence, North 39° 09' 08" West 198.00 feet to a point; thence, North 22° 50' 52" East 165.00 feet to a point; thence, North 26° 09' 08" West 132.00 feet to a point; thence, North 83° 09' 08" West 148.50 feet to a point and North 32°09' 08" West 148.50 feet to the place of beginning. Containing in all 3.539 acres of land, more or less, as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in November of 1976

2. That John W. Smith, John A. Benson and Julia C. Benson, his wife, all deceased, and to their unknown heirs, executors, and administrators who could claim any interest in the real estate mentioned in these proceedings or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings, are hereby enjoined and restrained from asserting any claim to the aforesaid real estate by any action at law, equity or otherwise.

B. Hackett Turner Jr.
JUDGE

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

WILLIAM K. NOLTE AND EDNA HENDRICKS, OF CRUMPTON, MARYLAND	:	IN THE
COMPLAINANTS	:	CIRCUIT COURT
VS.		
CHARLES B. JOHNSON, ELTON ROGERS, JEREMIAH COUNCELLOR, ANNA DONNINGTON, AND EMMA SHEPPARD, ALL DECEASED, AND TO THEIR UNKNOWN HEIRS, EXECUTORS, AND ADMINISTRATORS WHO COULD CLAIM ANY INTEREST IN THE REAL ESTATE MENTIONED IN THESE PROCEEDINGS OR WHO COULD CLAIM TO HOLD A LIEN OR ENCUMBRANCE ON THE REAL ESTATE MENTIONED IN THESE PROCEEDINGS ADDRESS UNKNOWN.	:	FOR
	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
RESPONDENTS		NO. 5720

: : : : : :

BILL TO QUIET TITLE

SEP 15-75 * 29304 *****40.00
SEP 15-75 A 29304 *****40.00

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of William K. Nolte and Edna Hendricks, by Robert R. Price, Jr., their solicitor, respectfully represents:

(1) That this proceeding is filed under the provisions of the Maryland Annotated Code, Real Property, Section 14-108 (1975).

(2) That Joseph C. Sheppard, et al., did cause to be plated certain lands of which they were lawfully seized and possessed to be known as the Town of Crumpton, said plat being recorded in Plat Book C.W.C. No. 1, folio 17, of the Land Records of Queen Anne's County.

(3) That during the period commencing December 4, 1857 until January 24, 1880 Joseph C. Sheppard, et al., did bargain and sell a portion of those lots lying within those block of lots which are bounded to the north by Second Street, to the east by Pine Street, to the south by Third Street and to the west by Merchant Street to the above mentioned Respondents.

(4) That an examination of the land records, Will records and administration records of Queen Anne's County does not reveal any conveyance or transfer of title from the named Respondents.

(5) That on or about 1954, William E. Coleman did enter into possession of a portion of the aforementioned block of land designated on the Town Plat of Crumpton, as Lots Nos. 3777 through 3790 and Lots Nos. 3741 through 3750, and did hold the same openly, notoriously, and adversely occupying the same against the claim of any of the above mentioned respondents or anyone claiming through them.

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

(6) That on May 10, 1974, by deed recorded in Liber C.W.C. No. 83, folio 764 of the Land Records of Queen Anne's County, William E. Coleman and Sara E. Coleman, his wife, did grant and convey any right, title or interest they had in the above lots unto the complainants, a copy of said deed is attached as Exhibit A, and the Complainants have from said date openly, notoriously and adversely held and possessed said property.

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

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

TO THE END THEREFORE:

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

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

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

AND AS IN DUTY BOUND, ETC.

William K. Nolte
WILLIAM K. NOLTE

Robert R. Price Jr.
ROBERT R. PRICE, JR.

Edna Hendricks
EDNA HENDRICKS

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

I HEREBY CERTIFY, that on this 9th day of September, 1975, before me, a Notary Public of the State and County aforesaid, personally appeared William K. Nolte and Edna Hendricks, Complainants, and made oath in due form of law that the matters and facts set forth herein are true and correct according to the best of their knowledge.

WITNESS my hand and Notarial Seal.

July 1, 1978
Commission expires

Marcy J. Collins
Notary Public

Filed Sept. 15, 1975

LIBER 8 PAGE 801

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

EXHIBIT A LIBER 8 PAGE 802 1

LIBER 83 FOLIO 754

DOCUMENT NO. [illegible]

RECEIVED FOR RECORD [illegible]

THIS DEED, made this 10th day of May, 1974, by and between WILLIAM E. COLEMAN and SARA E. COLEMAN, his wife, of Crumpton, Queen Anne's County, State of Maryland, parties of the first part, hereinafter called "GRANTORS"; and WILLIAM K. NOLTE and EDNA HENDRICKS, 1255 Riverside Avenue, Baltimore, Maryland 21230, parties of the second part, hereinafter called "GRANTEES".

WITNESSETH, that for and in consideration of the sum of One Dollar ($1.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, the said William E. Coleman and Sara E. Coleman, his wife, do hereby grant and convey unto the said William K. Nolte and Edna Hendricks, as joint tenants and not as tenants in common, and to their assigns, and to the survivor of them, and the heirs and assigns of said survivor, in fee simple, the following described real estate, to wit:

ALL those lots or parcels of land situate, lying and being in the Village of Crumpton, Seventh Election District, Queen Anne's County, State of Maryland.

BEGINNING at a point where the South side of Third Street intersects the East side of Merchant Street and running thence by and with the East side of Merchant Street to Fourth Street, thence by and with the Northerly side of Fourth Street to the lands of Keyser, thence in a Northerly direction by and with the Keyser lands to Third Street, thence by and with the South side of Third Street to the point of beginning, the area of land being what it may.

BEING the same and all the land whereon William E. Coleman operated a Cement Vault Business beginning in the year 1954, and BEING ALSO the same land possessed by the said William E. Coleman's father prior thereto.

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 be-

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD 21617
758-0877

9-25-75 Returned to Grantee

Filed Sept. 15, 1975

longing or appertaining, unto and to the proper use and benefit of the said William K. Nolte and Edna Hendricks, as joint tenants and not as tenants in common, and to their assigns, and to the survivor of them, and the heirs and assigns of said survivor, in fee simple, forever.

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

WITNESS the hands and seals of said Grantors:

TEST:

Kenneth Anthony — William E. Coleman (SEAL)
William E. Coleman

Kenneth Anthony — Sara E. Coleman (SEAL)
Sara E. Coleman

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

I HEREBY CERTIFY, that on this 10th day of May, 1974, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William E. Coleman and Sara E. Coleman, his wife, and they acknowledged the foregoing Deed to be their act.

WITNESS my hand and Notarial Seal.

Kenneth Anthony
Notary Public
My Commission Expires: July 1, 1974

NO TITLE SEARCH

MAY 10-74 * 23283 ******07.20
MAY 10-74 A 23280 ******27.00
MAY 10-74 A 23279 ******11.20
MAY 10-74 A 23278 ******3.00

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD 21617
758-0877

LIBER 83 PAGE 765
LIBER 8 PAGE 803

2

WILLIAM K. NOLTE AND EDNA HENDRICKS, OF CRUMPTON, MARYLAND	:	IN THE
COMPLAINANTS		CIRCUIT COURT
VS.		FOR
CHARLES B. JOHNSON, ELTON ROGERS, JEREMIAH COUNCELLOR, ANNA DONNINGTON, AND EMMA SHEPPARD, ALL DECEASED, AND TO THEIR UNKNOWN HEIRS EXECUTORS, AND ADMINISTRATORS WHO COULD CLAIM ANY INTEREST IN THE REAL ESTATE MENTIONED IN THESE PROCEEDINGS OR WHO COULD CLAIM TO HOLD A LIEN OR ENCUMBRANCE ON THE REAL ESTATE MENTIONED IN THESE PROCEEDINGS ADDRESS UNKNOWN.	:	QUEEN ANNE'S COUNTY
		IN EQUITY
		NO. 5720
RESPONDENTS	:	

ORDER OF PUBLICATION

The object of this suit is to procure a decree that the Complainants be made the absolute owners of the tracts of land hereinafter respectively described with the perfect right of absolute disposition of the same, as against the Respondents and for an absolute and permanent injunction against any of the Respondents to claiming an interest in said land.

The Bill recites that this proceeding is - - -

(1) Filed under the provisions of the Maryland Annotated Code, Real Property, Section 14-108 (1975).

(2) That Joseph C. Sheppard, et al., did cause to be plated certain lands of which they were lawfully seized and possessed to be known as the Town of Crumpton, said plat being recorded in Plat Book C.W.C. No. 1, folio 17, of the Land Records of Queen Anne's County.

(3) That during the period commencing December 4, 1857 until January 24, 1880 Joseph C. Sheppard, et al., did bargain and sell a portion of those lots lying within those block of lots which are bounded to the north by Second Street, to the east by Pine Street, to the south by Third Street and to the west by Merchant Street to the above mentioned Respondents.

(4) That an examination of the land records, Will records and administration records of Queen Anne's County does not reveal any conveyance or transfer of title from the named Respondents.

(5) That on or about 1954, William E. Coleman did enter into possession of a portion of the aforementioned block of land designated on the Town Plat of Crumpton, as Lots Nos. 3777 through 3790 and Lots Nos. 3741 through 3750, and did hold the same openly, notoriously, and adversely occupying the same against the claim of any of the above mentioned respondents or anyone claiming through them.

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

(6) That on May 10, 1974, by deed recorded in Liber C.W.C. No. 83, folio 764 of the Land Records of Queen Anne's County, William E. Coleman and Sara E. Coleman, his wife, did grant and convey any right, title or interest they had in the above lots unto the complainants, a copy of said deed is attached as Exhibit A, and the Complainants have from said date openly, notoriously and adversely held and possessed said property.

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

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

IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County, this 15th day of September, 1975, 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 three (3) successive weeks, before the 8th day of October, 1975, shall give notice to the Respondents, addresses unknown, of the substance and object of the Bill of Complaint, and to appear in the Circuit Court for Queen Anne's County, on or before the 10th day of November, 1975, and file their answer or other initial pleading in the Clerk's Office of said Court, at Centreville, Maryland; otherwise a decree pro confesso and/or a final decree may be entered.

Charles H. Cecil
Clerk

Filed Sept. 15, 1975

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

3

LIBER 8 PAGE 806

Queen Anne's

RECORD-OBSERVER

Centreville, Md., November 11 1975

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

in the case/estate of Equity No. 5720

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 October, 1975, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 17th day of Oct. 1975, and the last insertion on the 1st day of Oct, 1975

THE RECORD-OBSERVER CORPORATION

By Dorothy R. Norris

NOTICE

WILLIAM K. NOLTE AND EDNA HENDRICKS, OF CRUMPTON, MARYLAND

COMPLAINANTS

VS.

CHARLES B. JOHNSON, ELTON ROGERS, JEREMIAH COUNCELLOR, ANNA DONNINGTON, AND EMMA SHEPPARD, ALL DECEASED, AND TO THEIR UNKNOWN HEIRS EXECUTORS, AND ADMINISTRATORS WHO COULD CLAIM ANY INTEREST IN THE REAL ESTATE MENTIONED IN THESE PROCEEDINGS OR WHO COULD CLAIM TO HOLD A LIEN OR ENCUMBRANCE ON THE REAL ESTATE MENTIONED IN THESE PROCEEDINGS ADDRESS UNKNOWN.

RESPONDENTS

+ + + + +
IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY.
NO. 5720
+ + + + +

ORDER OF PUBLICATION

The object of this suit is to procure a decree that the Complainants be made the absolute owners of the tracts of land hereinafter respectively described with the perfect right of absolute disposition of the same, as against the Respondents and for an absolute and permanent injunction against any of the Respondents to claiming an interest in said land.

The Bill recites that this proceeding is—

(1) Filed under the provisions of the Maryland Annotated Code, Real Property, Section 14-108 (1975).

(2) That Joseph C. Sheppard, et al., did cause to be plated certain lands of which they were lawfully seized and possessed to be known as the Town of Crumpton, said plat being recorded in Plat Book C.W.C. No. 1, folio 17, of the Land Records of Queen Anne's County.

(3) That during the period commencing December 4, 1857 until January 24, 1880 Joseph C. Sheppard, et al., did bargain and sell a portion of those lots lying within those block of lots which are bounded to the north by Second Street, to the east by Pine Street, to the south by Third Street and to the west by Merchant Street to the above mentioned Respondents.

(4) That an examination of the land records, Will records and administration records of Queen Anne's County does not reveal any conveyance or transfer of title from the named Respondents.

(5) That on or about 1954, William E. Coleman did enter into possession of a portion of the aforementioned block of land designated on the Town Plat of Crumpton, as Lots Nos. 3777 through 3790 and Lots Nos. 3741 through 3750, and did hold the same openly, notoriously, and adversely occupying the same against the claim of any of the above mentioned respondents or anyone claiming through them.

(6) That on May 10, 1974, by deed recorded in Liber C.W.C. No. 83, folio 764 of the Land Records of Queen Anne's County, William E. Coleman and Sara E. Coleman, his wife, did grant and convey any right, title or interest they had in the above lots unto the complainants, a copy of said deed is attached as Exhibit A, and the Complainants have from said date openly, notoriously and adversely held and possessed said property.

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

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

IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County, this 15th day of September, 1975, 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 three (3) successive weeks, before the 8th day of October, 1975, shall give notice to the Respondents, addresses un-

known, of the substance and object of the Bill of Complaint, and to appear in the Circuit Court for Queen Anne's County, on or before the 10th day of November, 1975, and file their answer or other initial pleading in the Clerk's Office of said Court, at Centreville, Maryland; otherwise a decree pro confesso and-or a final decree may be entered.

CHARLES W. CECIL,
Clerk
TRUE COPY
TEST: Charles W. Cecil,
Clerk

3t-10-1

FILED
NOV 12 1975

4

WILLIAM K. NOLTE AND EDNA HENDRICKS, OF CRUMPTON, MARYLAND	:	IN THE
COMPLAINANTS	:	CIRCUIT COURT
VS.		
CHARLES B. JOHNSON, ELTON ROGERS, JEREMIAH COUNCELLOR, ANNA DONNINGTON, AND EMMA SHEPPARD, ALL DECEASED, AND TO THEIR UNKNOWN HEIRS, EXECUTORS, AND ADMINISTRATORS WHO COULD CLAIM ANY INTEREST IN THE REAL ESTATE MENTIONED IN THESE PROCEEDINGS OR WHO COULD CLAIM TO HOLD A LIEN OR ENCUMBRANCE ON THE REAL ESTATE MENTIONED IN THESE PROCEEDINGS ADDRESS UNKNOWN.	:	FOR
	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
RESPONDENTS		NO. 5720

:: :: :: :: :: :: :: ::

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Robert R. Price, Jr., Attorney for William K. Nolte and Edna Hendricks, Petitioners, respectfully represents:

(1) That the Respondents, Charles B. Johnson, Elton Rogers, Jeremiah Councellor, Anna Donnington, and Emma Sheppard, all deceased, and to their unknown heirs, executors, and administrators who could claim any interest in the real estate mentioned in these proceedings or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings, address unknown, have been duly served, summons to appear, answer and defend in this Cause, as evidenced by the Order of Publication issued in this Cause, and the Certificate of Publication of the same by the Queen Anne's Record Observer, all of which is filed herein in this Cause.

(2) That although the time allowed by said Order of Publication to the said Respondents to answer and defend in this Cause has passed, the Respondents 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 Respondents, and that the papers be submitted to one of the examiners of this Court, so that your Petitioners may offer testimony in support of the allegations in the Bill of Complaint.

TO THE END, THEREFORE:

(1) That a decree pro confesso may be granted by this Honorable Court against Charles B. Johnson, Elton Rogers, Jeremiah Councellor, Anna Donnington, and Emma Sheppard, all deceased, and to their unknown heirs, executors, and administrators who could claim any interest in the real estate mentioned in these proceedings or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings, address unknown.

(2) That the papers in this Cause may be submitted to one of the standing examiners of this Court, so that your Petitioners may take testimony in support of the allegations of the Bill of Complaint.

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

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

AND AS IN DUTY BOUND, ETC.

Robert R. Price, Jr.

Robert R. Price, Jr.
Attorney for Complainants
103 Lawyers Row
Centreville, Maryland 21617

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

5

WILLIAM K. NOLTE AND EDNA HENDRICKS, OF CRUMPTON, MARYLAND	:	IN THE
COMPLAINANTS		
VS.	:	CIRCUIT COURT
CHARLES B. JOHNSON, ELTON ROGERS, JEREMIAH COUNCELLOR, ANNA DONNINGTON, AND EMMA SHEPPARD, ALL DECEASED, AND TO THEIR UNKNOWN HEIRS, EXECUTORS, AND ADMINISTRATORS WHO COULD CLAIM ANY INTEREST IN THE REAL ESTATE MENTIONED IN THESE PROCEEDINGS OR WHO COULD CLAIM TO HOLD A LIEN OR ENCUMBRANCE ON THE REAL ESTATE MENTIONED IN THESE PROCEEDINGS ADDRESS UNKNOWN.	:	FOR
	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
RESPONDENTS		
		NO. 5720

:: :: :: :: :: :: ::

ORDER OF COURT

That the aforegoing Petition having been read and considered and it appearing that the Respondents, Charles B. Johnson, Elton Rogers, Jeremiah Councellor, Anna Donnington, and Emma Sheppard, all deceased, and to their unknown heirs, executors, and administrators who could claim any interest in the real estate mentioned in these proceedings or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings, address unknown, have been duly summoned and failed to appear, either in person or by solicitor to the Bill of Complaint filed herein.

IT IS THEREUPON this 13th day of November, 1975, by the Circuit Court of Queen Anne's County, in Equity, and by the authority thereof, ADJUDGED, ORDERED and DECREED that the Complainants are entitled to relief in the premises and that the Bill of Complaint be, and the same is hereby taken Pro Confesso against the Respondents, Charles B. Johnson, Elton Rogers, Jeremiah Councellor, Anna Donnington, and Emma Sheppard, all deceased, and to their unknown heirs, executors, and administrators who could claim any interest in the real estate mentioned in these proceedings or who would claim to hold a lien or encumbrance on the real estate mentioned in these proceedings, address unknown, but because it does not certainly appear to what relief the Complainants are entitled, it is further ORDERED and ADJUDGED that leave be granted to the Complainants to take testimony before one of the standing examiners of this Court, to support the allegations of the Bill of Complaint.

B. Hackett Turner Jr.
JUDGE

FILED
NOV 13 1975

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

WILLIAM K. NOLTE and EDNA HENDRICKS, Crumpton, Maryland	:	IN THE
Complainants	:	CIRCUIT COURT
vs.	:	FOR
CHARLES B. JOHNSON, ELTON ROGERS, JEREMIAH COUNCELLOR, ANNA DONNINGTON, AND EMMA SHEPPARD, ALL DECEASED, AND TO THEIR UNKNOWN HEIRS, EXECUTORS, AND ADMINISTRATORS WHO COULD CLAIM ANY INTEREST IN THE REAL ESTATE MENTIONED IN THESE PROCEEDINGS OR WHO COULD CLAIM TO HOLD A LIEN OR ENCUMBRANCE ON THE REAL ESTATE MENTIONED IN THESE PROCEEDINGS, ADDRESS UNKNOWN.	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
	:	NO. 5720
	:	

DEPOSITIONS

The undersigned, one of the Standing Examiners of the Circuit Court for Queen Anne's County, Maryland, at the request of Robert R. Price, Jr., Solicitor for the Complainant, at the law office of the said Robert R. Price, Jr., 103 Lawyer's Row, Centreville, Maryland, on December 16, 1975, at 10 o'clock A.M. and on December 18, 1975, at 3 o'clock P.M., after swearing the witnesses and the stenographer, proceeded to take their testimony, I further certify that I did not deem it necessary for me to examine any of the witneses, there being no irregular or unusual circumstances in the taking of said testimony; and I further certify that I was present during the taking of said testimony.

Edward Turner, Examiner.

Date: December 23, 1975

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

FILED
JUN 3 1976

The first witness, William E. Coleman, Crumpton, Maryland, being sworn, deposes and says:

Questions by Mr. Price:

Q. State your name and address.

A. William E. Coleman, Crumpton, Maryland.

Q. How long have you lived in or near Crumpton, Maryland?

A. Approximately all my life, except for the time I spent in the service, and the short time I lived in Centreville.

Q. I hand you a paper marked Exhibit #1, it being a deed from William E. Coleman and Sara E. Coleman, your wife, to William K. Nolte and Edna Hendricks, and ask you if this is the deed you and your wife executed on May 10, 1974?

A. Yes, this deed dated May 10, 1974, is the deed my wife and I executed to William K. Nolte and Edna Hendricks.

(Copy of said deed offered as Complainants' Exhibit No. 1)

Q. I hand you a paper marked Exhibit #2, and ask you if you can identify it?

A. Yes, I can.

Q. Is the property colored red, the property described in Exhibit 1?

A. Yes, it is. It is the property colored red.

(Copy of plat offered as Complainants' Exhibit No. 2)

Q. Mr. Coleman, please describe where you acquired this property?

A. We acquired this property in 1954 from my Father, when it was a burial vault business. At that time, I made a settlement with my brothers so that I could have the property.

Q. Did you get a deed for this property in 1954?

A. No, I didn't this was a Father and Son transaction. It was agreed that I would inherit this property from my Father. It was at this time that I made an agreement with my two brothers. My Father never had a deed himself.

Q. Did you take possession in 1954 and also did you pay the taxes on this property in 1954 and thereafter?

A. Yes, I did.

Q. Do you known how your Father came in possession of this property?

A. He got possession of this property in the late teens, maybe through a tax sale. I really don't know.

Q. Did you operate a burial vault business on this property?

A. Yes, I did from 1954 to 1974 and my father from about 1920 to 1954 on this same property.

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Q. When did your Father open his vault business?

A. He started his burial vault business in 1928 or 1929 on this tract of land, and he paid taxes at that time until I took it over.

Q. To your knowledge, either while your Father possessed this land, or you and your wife have possessed it, has anyone ever claimed any interest, right or title to it?

A. No, none whatsoever. We always possessed it and paid taxes on it.

The second witness, William K. Nolte, Crumpton, Maryland, being sworn, deposes and says:

Q. State your name and address.

A. William K. Nolte, 4th Street, Crumpton, Maryland.

Q. Did you and Edna Hendricks on May 10th, 1974, purchase a tract of land from William E. Coleman and Sara E. Coleman, his wife?

A. Yes.

Q. I hand you a deed marked Exhibit #1 and ask you identify it.

A. Yes, its the deed we received from William E. Coleman and wife.

Q. I hand you a paper marked Plaintiff's Exhibit #2, and ask you to identify your property.

A. Well, there's Third and Fourth Streets. Yes, its the property marked in red that we received from Mr. and Mrs. Coleman.

Q. I hand you a paper marked Plaintiff's Exhibit #3, and ask you to identify the property in red.

A. Yes, its the property we purchased from William E. Coleman and wife.

(Copy of plat offered as Plaintiff's Exhibit #3).

Q. Do you know the frontage of this property?

A. Yes, it runs on Fourth and Third Streets - 300 feet on Merchant Street and 325 feet on Third and Fourth Streets.

Q. Do you remember the purchase price of this property?

A. Yes, $4,000.

Q. Were there any improvements on this tract of land at the time you purchased it?

A. No, none.

Q. When did you take possession of this property?

A. Since May 10, 1974.

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Q. Did you pay taxes on this property since you took possession?

A. Yes.

Q. Have you made any improvements since you have owned same?

A. Yes, we now have three trailers, a tool shed and have spent about $6,000. on plumbing.

Q. Since you have owned this property, has anybody claimed title to it?

A. No.

Q. What caused you to have any knowledge that the title to this property was faulty?

A. We wanted to borrow money and we were told the title was bad.

Q. Did you have any understanding of the title to this property when purchasing it?

A. I used to know this property when it was a burial vault business and owned by Mr. Coleman.

The third witness, Edna Hendricks, Crumpton, Maryland, being sworn, deposes and says:

Q. State your name and address.

A. Edna Hendricks, 4th Street, Crumpton, Maryland.

Q. Did you hear the testimony given by William Nolte?

A. Yes, I did.

Q. Do you verify all the statements made by Mr. Nolte?

A. Yes, we have possessed the property and placed improvements on it and no one has ever said anything about claiming it.

Q. Do you have anything to add to his testimony?

A. No, I do not.

Examiner's Fee, to Edward Turner----------$10.00

Steno. Fee, to Marcy F. Collier---------- 25.00

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Robert R. Price, Jr., upon being sworn, did depose and say:

That my name is Robert R. Price, Jr., I am an attorney at law with a business address of 103 Lawyers Row, Centreville, Maryland, and I did a title search upon the real estate owned and occupied by William K. Nolte and Edna Hendricks, located on Third and Fourth Streets in the Town of Crumpton, Queen Anne's County, State of Maryland, and that according to the Land Records the chain of title shows that Joseph Sheppard did by various out conveyances convey title to all those lots or parcels of land now occupied by the Complainants. That all those grantees have been joined at party respondents in these proceedings. That the respective chains of title end with the last date of any conveyance being December 10, 1883. That there is no administration in Kent County or Queen Anne's County of the estates of any of the Respondents.

That the assessment records of Queen Anne's County show that the property in this cause was assessed to Elwood Coleman and "the Elwood Coleman Heirs" with the said taxes being duly paid each year for approximately the last 20 years.

That the land now occupied by the Complainants is described in a deed from William E. Coleman and Sara E. Coleman, dated May 10, 1974 and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 83, folio 764, said deed being labeled as Complainants Exhibit 1.

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LIBER 8 PAGE 814

DOCUMENT NO. [illegible]

RECEIVED FOR RECORD [illegible]

THIS DEED, made this 10th day of May, 1974, by and between WILLIAM E. COLEMAN and SARA E. COLEMAN, his wife, of Crumpton, Queen Anne's County, State of Maryland, parties of the first part, hereinafter called "GRANTORS"; and WILLIAM K. NOLTE and EDNA HENDRICKS, 1255 Riverside Avenue, Baltimore, Maryland 21230, parties of the second part, hereinafter called "GRANTEES".

WITNESSETH, that for and in consideration of the sum of One Dollar ($1.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, the said William E. Coleman and Sara E. Coleman, his wife, do hereby grant and convey unto the said William K. Nolte and Edna Hendricks, as joint tenants and not as tenants in common, and to their assigns, and to the survivor of them, and the heirs and assigns of said survivor, in fee simple, the following described real estate, to wit:

ALL those lots or parcels of land situate, lying and being in the Village of Crumpton, Seventh Election District, Queen Anne's County, State of Maryland.

BEGINNING at a point where the South side of Third Street intersects the East side of Merchant Street and running thence by and with the East side of Merchant Street to Fourth Street, thence by and with the Northerly side of Fourth Street to the lands of Keyser, thence in a Northerly direction by and with the Keyser lands to Third Street, thence by and with the South side of Third Street to the point of beginning, the area of land being what it may.

BEING the same and all the land whereon William E. Coleman operated a Cement Vault Business beginning in the year 1954, and BEING ALSO the same land possessed by the said William E. Coleman's father prior thereto.

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 be-

4-28-75 Changed to Plaintiff's

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CENTREVILLE, MD. 21617
758-0077

PLAINTIFF'S EXHIBIT 1

longing or appertaining, unto and to the proper use and benefit of the said William K. Nolte and Edna Hendricks, as joint tenants and not as tenants in common, and to their assigns, and to the survivor of them, and the heirs and assigns of said survivor, in fee simple, forever.

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

WITNESS the hands and seals of said Grantors:

TEST:

Kenneth Anthony — William E. Coleman (SEAL)
William E. Coleman

Kenneth Anthony — Sara E. Coleman (SEAL)
Sara E. Coleman

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

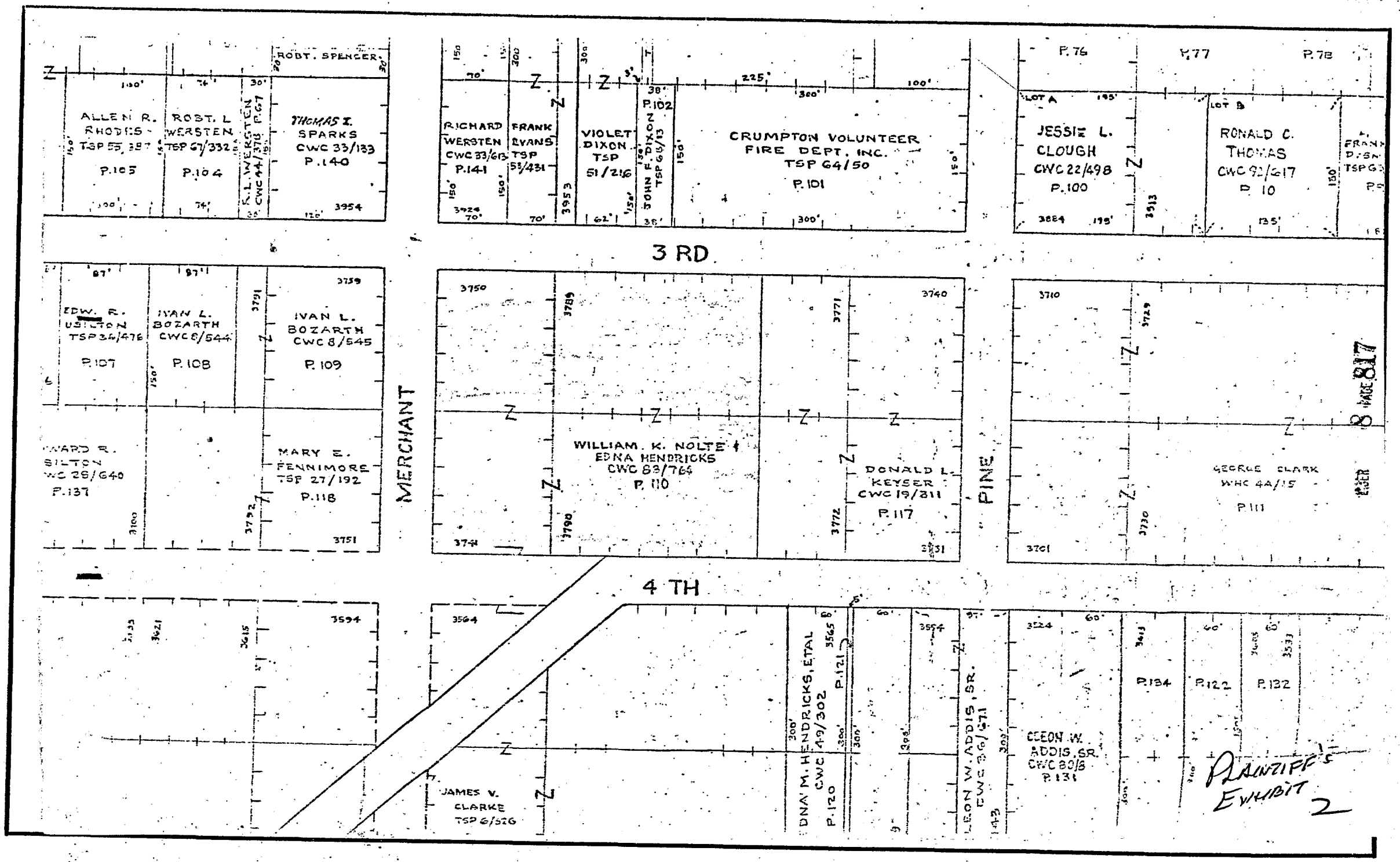
I HEREBY CERTIFY, that on this 10th day of May, 1974, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William E. Coleman and Sara E. Coleman, his wife, and they acknowledged the foregoing Deed to be their act.

WITNESS my hand and Notarial Seal.

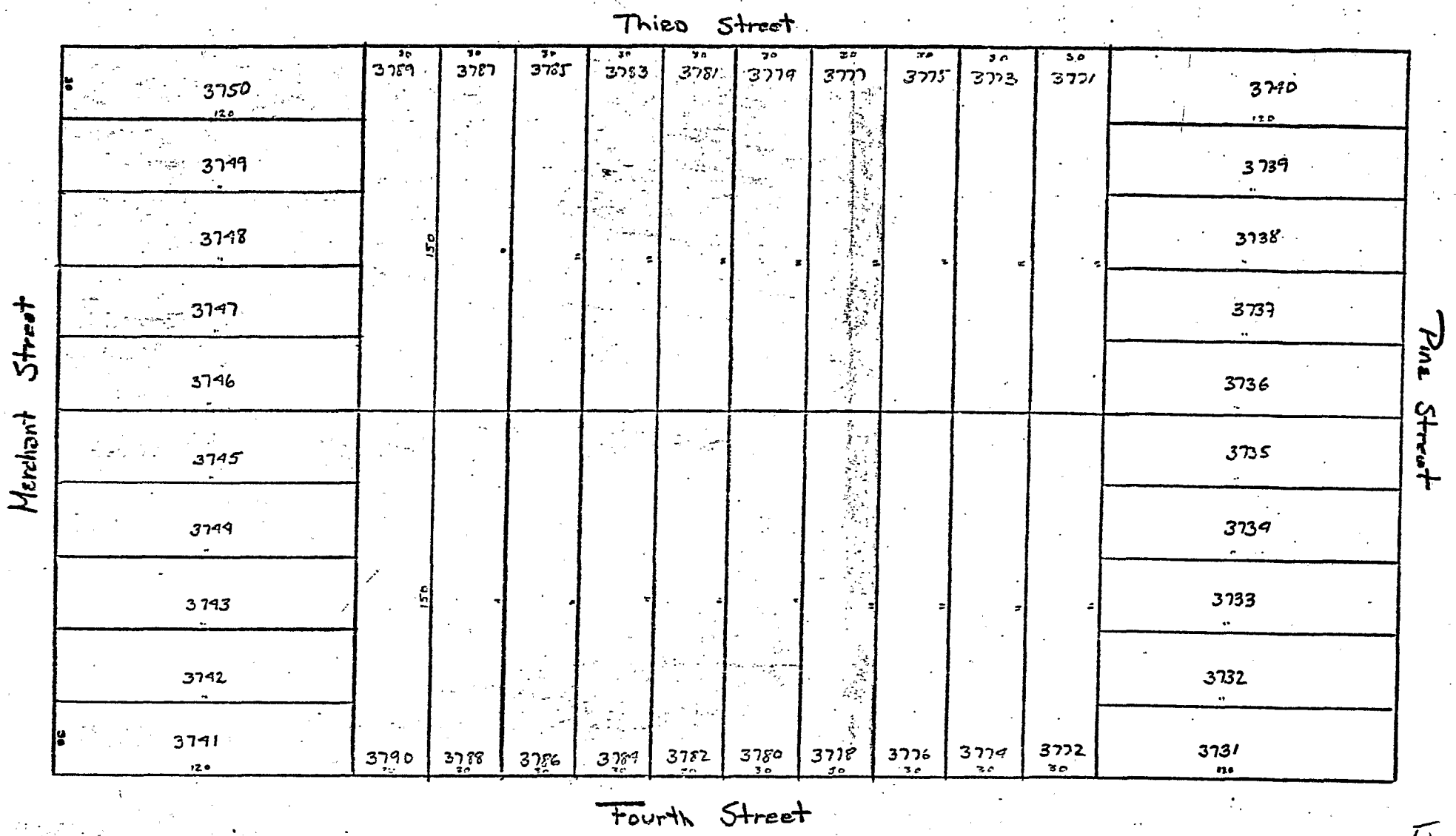
Kenneth Anthony
Notary Public
My Commission Expires: July 1, 1974

NO TITLE SEARCH

MAY 10-74 * 23283 ******17.20
MAY 10-74 A #23280 ******27.00
MAY 10-74 A #23279 ******17.20
MAY 10-74 A #23278 ******27.00



PLAINTIFF'S EXHIBIT 2



Plaintiff's Exhibit 3

WILLIAM K. NOLTE and EDNA HENDRICKS, CRUMPTON, MARYLAND COMPLAINANTS	:	IN THE CIRCUIT COURT
VS.	:	FOR
CHARLES B. JOHNSON, ELTON ROGERS, JEREMIAH COUNCELLOR, ANNA DONNINGTON, AND EMMA SHEPPARD, ALL DECEASED, AND TO THEIR UNKNOWN HEIRS, EXECUTORS, AND ADMINISTRATORS WHO COULD CLAIM ANY INTEREST IN THE REAL ESTATE MENTIONED IN THESE PROCEEDINGS OR WHO COULD CLAIM TO HOLD A LIEN OR ENCUMBRANCE ON THE REAL ESTATE MENTIONED IN THESE PROCEEDINGS, ADDRESS UNKNOWN. RESPONDENTS	: : : : : : : :	QUEEN ANNE'S COUNTY IN EQUITY NO. 5720

DECREE

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

IT IS THEREUPON, this 14th day of June, 1976, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED that:

(1) That William K. Nolte and Edna Hendricks have absolute ownership and perfect right to absolute disposition of the real estate in Queen Anne's County mentioned in these proceedings and more particularly described below, as against Charles B. Johnson, Elton Rogers, Jeremiah Councellor, Anna Donnington, and Emma Sheppard, all deceased, and to their unknown heirs, executors, and administrators who could claim any interest in the real estate mentioned in these proceedings or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings, or encumbrance on the real estate hereinbelow described as follows, to wit:

ALL those lots or parcels of land situate, lying and being in the Village of Crumpton, Seventh Election District of Queen Anne's County, State of Maryland, having a frontage on Third Street of 325 feet and a depth on Merchant Street of 300 feet, more or less, being more particularly described as follows, to wit:

BEGINNING at the Southeasterly corner of the intersection of Third Street and Merchant Street and running thence along with the right of way of Third Street in an Easterly direction a distance of 325 feet more or less, to the boundary of Donald L. Keyser, thence, in a Southerly direction and parallel to Merchant Street along and with the Keyser boundary, a distance of 300 feet, more or less, to the right of way of Fourth Street, thence along and with the right of way of Fourth Street, a portion of which being a paper street as shown and depicted in a plat by J. B. Sheppard dated 1865

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and recorded among the plat records of Queen Anne's County in Plat Book C.W.C. No. 1, folio 17, in a westerly direction a distance of 325 feet, more or less, to the point of intersection with Merchant Street, thence by and with the right of way of Merchant Street in a Northerly direction a distance of 300 feet to the place of beginning, said lot having a uniform width of 325 feet and a uniform depth of 300 feet, and being the same real estate conveyed unto William K. Nolte and Edna Hendricks by deed from William E. Coleman and Sara E. Coleman, his wife, by deed dated May 10, 1974, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 83, folio 764.

(2) That Charles B. Johnson, Elton Rogers, Jeremiah Councellor, Anna Donnington, and Emma Sheppard, all deceased, and to their unknown heirs, executors, and administrators who could claim any interest in the real estate mentioned in these proceedings or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings, are hereby enjoined and restrained from asserting any claim to the aforesaid real estate by any action at law, equity or otherwise.

B. Hackett Turner Jr.
JUDGE

FILED
JUN 14 1976

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ATTORNEY AT LAW
CENTREVILLE, MARYLAND
758-1660