KATIE HURLOCK	*	In the Circuit Court for
	*	
v.	*	Queen Anne's County
	*	In Equity
WILBUR W. HURLOCK	*	
	*	No. 2014

* * * * * * * * * *

Mr. Charles W. Cecil, Clerk:

You will please record the following papers in the Judgment in Extenso records:

11- 2-35	Petition to Bid on Coon Box Farm and Order of Court, and Exhibit A
2-11-37	Petition to Appoint Successor Trustee and Order of Court
5-16-42	Petition to Sell Walbert Farm and Order of Court
5-19-42	Report of Sale and Order of Final Ratification
7-24-42	Certificate of Publication of Order Nisi

And This Order To Clerk.

RECEIVED
CLERK, CIRCUIT COURT
1977 DEC -5 PM 3:47
QUEEN ANNE'S COUNTY

David C. Bryan

DEC -5-77 * 29200 *****39.00
DEC -5-77 A 29200 *****39.00

10 01

LIBER 10 FOL 02

KATIE HURLOCK vs. WILBUR W. HURLOCK, ET AL.	In the Circuit Court for Queen Anne's County in Equity. Cause No. 2014.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of J. Frank Harper, Trustee in the above entitled cause, unto your Honors, respectfully shows:

1. That among the assets of this estate there is a mortgage from Richard J. Walbert and Mary Ella Walbert, his wife, to J. Frank Harper, Trustee in the Matter of the Trust under the will of George Harman Covey, for the sum of Eighteen Hundred Dollars ($1,800.00), bearing date the 1st day of April, 1925, and recorded in Liber B. H. T. No. 3, folios 288, etc., a land record book for Queen Anne's County, Maryland, which said mortgage was assigned, on the 23rd day of June, 1926, by the said J. Frank Harper, Trustee in the Matter of the Trust under the Will of George Harman Covey, unto your Petitioner as Trustee in the case of "Katie Hurlock vs. Wilbur W. Hurlock, et al.", for the amount and to the extent of One Thousand and Fifteen Dollars ($1,015.00), the remainder of said mortgage debt, to wit: the sum of Seven Hundred and Eighty Five Dollars ($785.00), having been retained by the said J. Frank Harper, Trustee in the Matter of the Trust under the Will of George Harman Covey.

2. That the principal mortgage debt is now overdue and payable, having become due, under the terms of said mortgage, on the 1st day of April, 1928.

3. That the interest due on said principal mortgage debt from the 1st day of October, 1930, to date, has not been paid.

4. That the State and County taxes for the years 1930, 1931, 1932, 1933 and 1934 on the mortgaged property are overdue and in arrear.

5. That the said Richard J. Walbert was, on the 19th day of July, 1935, declared a bankrupt by the District Court of the United States for The District of Maryland in Bankruptcy.

6. That William R. Horney, of Queen Anne's County aforesaid, who has been appointed Trustee of the estate of the said Richard J. Walbert, bankrupt, will presently offer the mortgaged property which consists of a tract of land or farm, known as "Upper Heathworth" or "The Coon Box Farm", situate, lying and being in the Third Election District of Queen Anne's County aforesaid, on the public road leading from Burrisville to Hollingsworth Mill and Church Hill, and containing 90 acres of land, more or less, at public sale to the highest bidder.

7. That your Petitioner has already filed his preferred mortgage claim against the estate of the said Richard J. Walbert, bankrupt, and has consented as a lienor to the public sale of said tract of land or farm.

8. That an appraisement of the estate of the said Richard J. Walbert, bankrupt, states the value of said tract of land or farm to be the sum of Eight Hundred Dollars ($800.00). A certified copy of said appraisement is filed herewith as a part hereof and is marked "Exhibit A".

9. That your Petitioner as Trustee in the Matter of the Trust under the Will of George Harman Covey is unable to bid at the said bankrupt sale presently to be held for the reason that he has no cash funds in his hands with which to purchase said mortgaged property.

10. That your Petitioner is advised that in order to protect this trust estate as far as possible against loss in connection with said mortgage investment, it is advisable that he obtain an order of this Honorable Court authorizing him, in behalf of said trust estate, to bid at the bankrupt sale of said mortgaged property and to become the purchaser thereof at a price not to exceed an amount to be designated by the Court in said order.

11. That, because of the present economic and financial conditions, farms are selling, if at all, for considerably less than what should be their values in more normal times, and your Petitioner is advised and believes that it would be to the greater advantage of this trust estate to purchase the whole property at an amount to be determined, and which amount should not exceed the amount of that part of the mortgage debt due your Petitioner, to wit: the sum of One Thousand and Fifteen Dollars ($1,015.00), rather than to suffer the property to be otherwise sold at said bankrupt sale at a very considerable sacrifice or loss to this trust estate.

Your Petitioner, therefore, prays this Honorable Court:

(a) That your Petitioner, as Trustee in this case, be authorized by this Honorable Court, in his discretion to bid at said bankrupt sale for the purchase of the whole mortgaged property, such bid not to exceed an amount as may be designated in said order, according to what your Petitioner may at the time of sale believe to be expedient, advantageous and in the interest of this trust estate, and to make settlement for said property by the use of so much of the corpus of this trust estate as may be requisite to that end.

(b) And that your Petitioner may have such other and further relief as the nature of his case may require.

And as in duty bound, etc.,

J. Frank Harper
Petitioner, Trustee.

STATE OF MARYLAND,)
) TO WIT:
BALTIMORE CITY,)

I HEREBY CERTIFY that on this 1st day of November, in the year nineteen hundred and thirty five, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City aforesaid, personally appeared J. Frank Harper, Trustee in the above cause, and the above Petitioner, and made oath, in due form of law, that the matters and facts set forth in the aforegoing PETITION are true, to the best of his knowledge and belief.

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

Ruth I. Whittington
Notary Public

Filed Nov. 2nd 1935

LIBER -210 PAGE 03

LIBER 10 04

ORDER OF COURT

Upon the aforegoing Petition, Exhibit and Affidavit, it appearing to the Court therefrom to be for the protection and to the advantage of this trust estate that the property described in and granted and conveyed by the mortgage mentioned and described in the said aforegoing Petition should not be sold at this time at a price which will result in a very considerable loss to this trust estate, which loss may, by the Trustee's later disposition of said property be avoided, IT IS ORDERED, this 12th day of November, 1935, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that J. Frank Harper, Trustee in the case of "Katie Hurlock vs. Wilbur W. Hurlock, et al.", be and he is hereby authorized to bid and offer in the interest and for the protection of this trust estate at the bankrupt sale of the said mortgaged property, and to become the purchaser of the tract of land or farm in behalf of this trust estate, at a price not to exceed that part of the principal of said mortgage belonging to this trust estate; AND IT IS FURTHER ORDERED that upon the purchase of said tract of land or farm, by said J. Frank Harper, Trustee, as aforesaid, in pursuance of the authority hereinbefore conferred, he, the said J. Frank Harper, Trustee as aforesaid, is hereby further authorized to pay the purchase price therefor out of the corpus of this trust estate.

Filed Nov. 12th 1935. Thos. J. Keating

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF MARYLAND

In the Matter of	)	
	)	In Bankruptcy
Richard J. Walbert,	)	
	)	No. 8318
Bankrupt.	)	

It is ordered that Thos. Cook, Harry B. Moore and J. R. Robinson, Jr., all of Centreville, Md., three disinterested persons, be and they are hereby appointed appraisers to appraise the real and personal property belonging to the estate of the said Bankrupt, and report their appraisal to the court at a compensation not exceeding $10.00 per day each, said appraisal to be made as soon as may be, and the appraisers be duly sworn.

Witness my hand this 18 day of Sept. A. D., 1935.

EDWARD T. MILLER

Referee in Bankruptcy.

.....District of.....,ss:

Personally appeared the within named Appraisers and severally made oath that they will fully and fairly appraise the aforesaid real and personal property according to their best skill and judgment.

THOMAS COOK

HARRY B. MOORE

J. R. ROBINSON, JR.

Appraisers.

Subscribed and sworn to before me the 30th day of September, A. D., 1935.

HILDA T. SEWARD

(Notarial Seal)

Notary Public.

LIBER 10 PAGE 05

We, the undersigned, having been notified that we were appointed to estimate and appraise the real and personal property aforesaid, have attended to the duties assigned us, and after strict examination and careful inquiry, we do estimate and appraise the same as follows:

PERSONAL PROPERTY:

1 1926 Chevrolet automobile,	$ 10.00
1 Cook stove,	10.00
4 Chairs,	1.00
1 Bedstead,	2.00
1 Bureau,	2.00
1 Washstand,	.50
1 Lot of clothing,	10.00
Total Appraisement of Personal Estate,	$ 35.50

REAL PROPERTY:

Tract of land or farm, known as "The Coon Box", situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, and containing 90 acres of land, more or less, ---------- $ 800.00

In witness whereof, we hereunto set our hands at Centreville, Maryland this 30th day of September, A. D., 1935.

THOMAS COOK

HARRY B. MOORE

J. R. ROBINSON, JR.

Appraisers.

UNITED STATES OF AMERICA,
DISTRICT OF MARYLAND, to wit:-

I, ARTHUR L. SPAMER, Clerk of the District Court of the United States for the District of Maryland, do hereby certify that the aforegoing is a true copy of the Appraisment, Oath, and Report of Appraisers, which was entered and filed on the 3rd day of October, 1935, in the therein entitled matter of Richard J. Walbert, Bankrupt, No. 8318 Bankrupt Docket in said District Court.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of the said District Court this 12th day of October, 1935.

Arthur L. Spamer
Clerk of said District Court.

Filed Oct. 2nd 1935

KATIE HURLOCK,	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
vs.	In Equity.
WILBUR W. HURLOCK, ET AL.	Cause No. 2014.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Wilbur W. Hurlock, the beneficiary for life under the will of Katie Hurlock, deceased, unto your Honors, respectfully shows:

1. That J. Frank Harper, the trustee appointed by this Court by its original decree passed in this cause on the 25th day of September, 1912, departed this life on the 17th day of January, 1937.

2. That the nature and purposes of the trust now being administered in this cause are fully set forth in the decree of this Court passed in this cause on 1st day of February, 1922.

3. That as will appear from the proceedings in this cause the said J. Frank Harper faithfully executed the trusts reposed in him by said decrees from the date of his appointment to the date of his death.

4. That as will further appear from the proceedings in this cause the corpus of this trust fund consists of both real and personal property.

5. That as will further appear from the proceedings in this cause the said J. Frank Harper, as trustee as aforesaid, filed, from time to time, his annual reports of the condition of the trust fund, of the investments thereof, and of the receipts and disbursements of the income therefrom, from the date of his appointment up to and including the 31st day of December, 1934, all of which said reports were approved by this Court after an audit thereof had been made by the Auditor of this Court.

6. That your Petitioner is informed that there will be presently filed in this Court reports of the condition of the trust fund, of the investments thereof, and of the receipts and disbursements of the income therefrom, from the said 31st day of December, 1934, to the date of the death of the said J. Frank Harper.

7. That your Petitioner is advised that it is necessary that this Court appoint some suitable person trustee as successor to the said J. Frank Harper, deceased, to receive the trust fund, corpus and income, and to carry out the terms and provisions of, and to execute and perform the duties reposed in said former trustee by the decree so as aforesaid passed in this cause on the 1st day of February, 1922.

8. That your Petitioner hereby respectfully recommends unto your Honors William R. Horney, of Queen Anne's County, State of Maryland, as a suitable person to act as such trustee.

Your Petitioner, therefore, prays this Honorable Court

LIBER 10 PAGE 08

to pass an order appointing the said William R. Horney, or some other suitable person, as successor to the said J. Frank Harper, the deceased trustee, to collect and receive the said trust fund, corpus, and income, and to administer said trust in accordance with the purposes thereof under the direction and order of this Court.

And your Petitioner further prays for such other and further relief as his case may require.

And as in duty bound, etc.,

Filed February 11th 1927

Petitioner

KATIE HURLOCK,	In the Circuit Court for Queen Anne's County in Equity.
VS.	
WILBUR W. HURLOCK, ET AL.	Cause No. 2014.

ORDER OF COURT

Upon the aforegoing Petition and suggestion, IT IS ORDERED, this 15th day of February, 1937, by the Circuit Court for Queen Anne's County, and by the authority of said Court, that William R. Horney, of Queen Anne's County, Maryland, be and he is hereby appointed trustee in the place and stead of and as successor to J. Frank Harper, the former trustee in this cause, now deceased, with full power and authority to him, the said William R. Horney, to carry out the terms and provisions of, and to execute and perform the duties reposed in said former trustee by the decree of this Court passed in this cause on the 1st day of February, 1922, and now reposed in him, the said William R. Horney, by this order, and such other and further duties as may be reposed in him by any future order or decree of this Court in the premises;

AND IT IS FURTHER ORDERED that the said William R. Horney, before entering upon his duties as such trustee, 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 ~~Thirty~~ Forty-eight Thousand Dollars ($38,000.), if corporate surety be given, or in double that amount, if personal sureties be given, conditioned for the faithful performance of the trusts reposed in him by this order or that may be reposed in him by any future order or decree of this Court in the premises.

Thos. J. Keating

Filed February 15th 1937.

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LIBER 10 PAGE 10

KATIE HURLOCK,	In the Circuit Court for Queen Anne's County in Equity.
vs.	
WILBUR W. HURLOCK, ET AL.	Cause No. 2014.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of William R. Horney, Trustee in the above entitled cause, unto your Honors, respectfully sets forth:

1. That as will appear by reference to the fifth report of your trustee a part of the corpus of this trust estate consists of a tract of land or farm, known as "The Walbert Farm", situate, lying and being in the Third Election District of Queen Anne's County, Maryland, on the public road leading from Burrisville to Hollingsworth Mill and Church Hill, and containing 90 acres of land, more or less, at the value set forth in the first report of your trustee, to wit: the sum of Eight Hundred Eighteen Dollars and Ninety Five Cents ($818.95).

2. That title to said tract of land or farm was acquired by this trust estate pursuant to an order of this Court passed in this cause on the 12th day of November, 1935, upon the petition of J. Frank Harper, the former trustee in this cause, now deceased.

3. That said tract of land or farm was granted, conveyed and released unto said former trustee by deeds from William R. Horney, Trustee for Richard J. Walbert, Bankrupt, and Mary E. Walbert, (wife of said Richard J. Walbert), each bearing date the 11th day of January, 1936, and recorded in Liber W. H. C. No. 2-A, folios 387, etc., a land record book for Queen Anne's County aforesaid, the legal title to which said tract of land or farm is now held by your present trustee by virtue of the order of this Court passed in this cause on the 15th day of February, 1937, upon the petition of Wilbur W. Hurlock, wherein your petitioner was appointed trustee in the place and stead of said deceased trustee.

4. That your trustee has received an offer from George E. Wessel, of Queen Anne's County aforesaid, to purchase said farm at private sale at and for the sum of Eight Hundred and Twenty Five Dollars ($825.00).

5. That because said tract of land or farm was in a poor state of cultivation when acquired by this trust estate, and because the buildings and fencing thereon were and still are in a deplorable state of repair, your trustee has been unable to secure a tenant who was equipped to cultivate said farm properly, as a consequence of which said farm has produced very little, and during some seasons, the expenses incident to said farm have exceeded the receipts therefrom as will appear by the annual reports filed by your trustee in this cause.

6. That for the reasons set forth above your trustee is of the opinion that it is advisable to sell said tract of land or farm at and for the offer herein mentioned, and further your trustee alleges and avers that, in his opinion, the offer of Eight Hundred and Twenty Five Dollars ($825.00) is a fair value for said tract of land or farm.

Your petitioner, therefore, prays this Honorable Court to pass an order authorizing, directing and empowering him to sell said tract of land or farm at private sale to said George E. Wessel, at and for the sum of Eight Hundred and Twenty Five Dollars ($825.00).

And as in duty bound, etc.,

Wm R Horney
(William R. Horney),
Trustee.

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

I HEREBY CERTIFY that on this 16th day of May, 1942, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, the trustee in the above entitled cause, and made oath, in due form of law, that the matters and facts set forth in the aforegoing petition are true as therein set forth, to the best of his knowledge and belief.

Clerk.

Filed May 16th 1942

ORDER OF COURT

Upon the aforegoing petition and affidavit, IT IS ORDERED, this 18th day of May, 1942, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that William R. Horney, the trustee in this cause, be and he is hereby authorized, directed and empowered to sell at private sale the tract of land or farm, known as the "Walbert Farm" and fully described in said aforegoing petition, unto George E. Wessel, at an for the sum of Eight Hundred and Twenty Five Dollars ($825.00) in cash, and, as soon as may be convenient after such sale, said trustee shall return to this Court in this cause a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and, upon obtaining the Court's ratification of the sale, after the usual order nisi, and upon the payment of the whole purchase money (and not before), said trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser, or his heirs, the tract of land or farm to him sold, free, clear and discharged from the claims of all persons having an interest in the trust estate created by the original decree in this cause, and of those claiming by, from or under them, or any of them; and said trustee shall include the money arising from said sale in the corpus of this trust estate in his next annual report to this Court, after deducting the cost of this proceeding and such commission to said trustee as this Court shall think proper to allow, if any, in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Judges

Filed May 19th 1942.

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KATIE HURLOCK,

vs.

WILBUR W. HURLOCK, ET AL.

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

Cause No. 2014.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of William R. Horney, trustee in the above entitled cause, of the sale of the tract of land or farm belonging to this trust estate known as the "Walbert Farm", respectfully shows:

1. That pursuant to the authority conferred upon him by the order of this Court passed in this cause on the 18th day of May, 1942, your trustee did, on the 19th day of May, 1942, sell said tract of land or farm in manner following, that is to say: your trustee sold at private sale unto George E. Wessel, at and for the sum of Eight Hundred and Twenty Five Dollars ($825.00), the tract of land or farm belonging to this trust estate, and described as follows, to wit: ALL that tract of land or farm known as the "Walbert Farm" or the "Coon Box", situate, lying and being in the Third Election District of Queen Anne's County, Maryland, on the public road leading from Burrisville to Hollingsworth Mill and Church Hill, and containing 90 acres of land, more or less, being the same land which was granted and conveyed unto J. Frank Harper, the former trustee in this cause, now deceased, by the deeds from William R. Horney, trustee for Richard J. Walbert, bankrupt, and Mary E. Walbert, (wife of said Richard J. Walbert), each bearing date the 11th day of Janusry, 1936, and recorded in Liber W. H. C. No. 2-A, folios 387, etc., a land record book for Queen Anne's County aforesaid.

2. That the terms of sale of said tract of land or farm were as follows, to wit:

(a) That the whole purchase money should be paid in cash prior to the report of sale;

(b) That possession of said tract of land or farm would be given to the purchaser on the 1st day of January, 1943, your trustee to give the present tenant thereof notice to quit on or before the 30th day of June, 1942.

(c) That the landlord's share of all crops grown on said farm during the current year would be retained by your trustee;

(d) That the state, county and school taxes for the year 1942 would be paid by your trustee;

(e) That the premium on the fire insurance policy covering the buildings on said tract of land or farm would be adjusted as of said 1st day of January, 1943; and

(f) That the cost of all title papers and expenses incident to the transfer of the tract of land or farm to the purchaser, including revenue stamps and recordation stamps and charges, would be payable by the purchaser.

3. That the purchaser has complied with the terms of sale by paying unto your trustee the sum of Eight Hundred and Twenty Five Dollars ($825.00) in cash.

Respectfully submitted,

Wm. R. Horney

(William R. Horney),
Trustee.

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

I HEREBY CERTIFY that on this 19th day of May, 1942, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared William R. Horney, the trustee in the above entitled cause, and made oath, in due form of law, that the matters and facts stated in the aforegoing REPORT OF SALE are true as therein set forth, to the best of his knowledge and belief, and that the sale therein reported was fairly made.

A. Sydney Gadd Jr
Clerk.

Filed May 19th 1942.

FINAL ORDER OF RATIFICATION

Ordered, this 27th day of July, 1942, by the Circuit Court for Queen Anne County in Equity, and by the authority of said Court, that the sale of the real estate made and reported in this cause by William R. Horney, Trustee, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice thereof appears to have been given as required by the previous order nisi heretofore passed in this cause, and the Trustee is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers for to the auditor.

Stephen R. Collins
Queen Anne's
Judges

Filed July 27th, 1942.

Liber 1D Page 13

NISI

Katie Hurlock
VS.
Wilbur W. Hurlock, et al.

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

Chancery No. 2014

ORDERED, This 19th day of May A. D., 1942, that the sale of real estate made and reported in this cause by William R. Horney, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 23rd day of July next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 22nd day of June next.

The Report states the amount of sales to be $825.00.

A. SYDNEY GADD, JR.
Clerk

True Copy
Test: A. SYDNEY GADD, JR. Clerk.
Filed May 19, 1942. 4t-6-4

QUEEN ANNE'S RECORD - OBSERVER

Centreville, Md. ..... July 24, ... 1942

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi .....

.....

in the case of ...Katie Hurlock vs. Wilbur W. Hurlock et al.....

.....

.....

a true copy of which is hereto annexed, was inserted in the QUEEN ANNE'S RECORD-OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four (4) successive weeks, the first publication thereof having been made in said newspaper on the 21st day of May, 1942, being more than thirty (30) days before the 22nd day of June, 1942.

THE QUEEN ANNE'S RECORD and OBSERVER PUBLISHING CO.

By Myrtle M. Lewis

Filed July 24th 1942.

L. DAMON GADD, et al.

vs.

MARTHA ROLPH, et al.

In the Circuit Court for Queen Anne's County

No. 5698 Chy.

Judgment

Int. from

Costs

Credits

Recorded in Liber _____ folio _____

DEC 15 1977

Mr. Charles W. Cecil,

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

You will please omit the following papers when recording in Judgment In Extenso: No. 2 - Order as to Process; No. 3 - Order for service without exhibits; Petition for Attorney's Fee & Order; No. 15 - Order of Publication; and Exhibits A, B, C, D, E, F, G, H, K, L and N.

Richard Wood

Attorney for Plaintiffs

LIBER 10 PAGE 16

In the Circuit Court for
Queen Anne's County
in Equity
Cause No. 5698

L. Damon Gadd
Warren, Vermont 05674

Adele G. Rice,
203 A Delaware Avenue
Bridgeville, Delaware 19933

JUL 23-75 * 27442 *****40.00
JUL 23-75 A 27442 *****40.00

Thomas Jefferson Gray
203 Delaware Avenue
Bridgeville, Delaware 19933

Henry Lee Dodson, Personal
Representative of the Estate of
Elizabeth Gray Dodson, deceased,
Route 1, Box 223 A1
Hollywood, Maryland 20636

Robert F. Gadd, Jr.
Simsbury, Connecticut 06070

Frank W. Gadd
33 Stoner Drive
West Hartford, Connecticut 06107

and

Katherine M. Gundersen
West Hartford, Connecticut 06107,

Plaintiffs

VS.

Martha Rolph
Box 133, R.D. 1
Marion Station, Maryland 21838

John Fletcher Rolph
59 Rose Place
Selden, New York 11784

Louise Tarbutton
Miss Kitty's Nursing Home
Sudlersville, Maryland 21668

Evelyn Rolph Jarrell
2733 N.E. 25th Place
Fort Lauderdale, Florida 33305

Hamilton W. Kenner, Esq.
Personal Representative of the
Estate of R. Isabelle Roe, deceased,
910 17th Street, N.W.
Washington, D.C. 20006

C. Rolph Starkey
Address unknown

Eleanor M. Scarborough
600 N. Governor's Avenue
Dover, Delaware 19901

William M. Mallalieu
Sudlersville, Maryland 21668

and the
Unknown Heirs, Devisees or
Personal Representatives of the
said C. Rolph Starkey,
Abraham J. Gadd, deceased, Nan
P. Morgan, deceased, Ethel Starkey
Nickerson, deceased, and
Louise Starkey Roberts, deceased,

Defendants

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, complaining, say:

1. That Abraham J. Gadd, late of Queen Anne's County, Maryland, died seized and possessed of a lot or parcel of woodland, being a part of the tract of land known as the Whales Tract, situate in the First Election District of Queen Anne's County, Maryland, adjoining lands formerly of James R. Sudler, Martin Warner and others, described in the second place in the deed to Abraham J. Gadd from Josephine S. Foster dated December 28, 1883, and recorded among the land records of Queen Anne's County in Liber S.C.D. No. 4, folio 118, as follows: Beginning at a stone planted at the end of the sixth line of the whole tract and from thence runs South 16° east 124 perches, thence South 63° west 42 perches, thence (North)* 24° 30' west 129 perches and from thence with a straight line to the place of beginning, containing 40 acres of land, more or less.

2. That said Abraham J. Gadd left a Will dated August 4, 1914, probated on January 22, 1918, and recorded among the will records of Queen Anne's County in Liber W.T.B. No. 1, folio 124, whereby he devised his residuary estate including said woodland unto Albert Sidney Gadd, Anna R. Sudler, Addie Morgan Sudler, Elma Gray, Walter W. Morgan, Robert Foster Gadd and Luther Lay Gadd in equal shares. A photographic copy of said probated Will marked Exhibit B is filed herewith.

3. That Albert Sidney Gadd granted his undivided 1/7-interest in said woodland to Luther Lay Gadd by deed dated February 25, 1922, and recorded among said land records in Liber J.F.R. No. 8, folio 352, a photographic copy of said deed being filed herewith marked Exhibit C.

---

* This course appears in the deed as "West 24° 30' west." A photographic copy of said recorded deed is filed herewith marked Exhibit A.

Filed 10 Dec 17

4. That Elma Gray granted her undivided 1/7-interest in said woodland to Luther Lay Gadd by deed dated January 23, 1922, and recorded among said land records in Liber J.F.R. No. 8, folio 326, a photographic copy of said deed being filed herewith marked Exhibit D.

5. That Luther Lay Gadd died on December 27, 1942, leaving a Will dated November 28, 1932, probated on February 9, 1943, and recorded among said will records in Liber N.S.D. No. 1, folio 284, of which a photographic copy is filed herewith marked Exhibit E. By Item Seventh thereof testator devised his residuary estate including his 3/7-undivided interest in said woodland in trust for his wife Vera Damon Gadd, for life. She having died, said interest was granted to testator's only child, L. Damon Gadd, one of the Plaintiffs, as remainderman of testator's residuary estate, in fee simple, by Guaranty Trust Company of New York, Surviving Trustee, by deed dated December 13, 1954 and recorded among said land records in Liber T.S.P. No. 21, folio 184, of which a photographic copy is filed herewith marked Exhibit F.

6. That Anna (also Annie) R. Sudler died on June 13, 1951, leaving a Will dated February 1, 1944, probated on June 19, 1951, and recorded among said will records in Liber E.E.C. No. 1, folio 100, of which a photographic copy is filed herewith marked Exhibit G. By Item Four thereof testatrix devised her residuary estate including her 1/7-undivided interest in said woodland to Addie Morgan Sudler.

7. That Addie Morgan Sudler died on October 19, 1962, leaving a Will dated March 9, 1960, probated November 20, 1962, and recorded among said will records in Liber E.C.W. No. 1, folio 391, of which a photographic copy is filed herewith marked Exhibit H, and by which she devised her residuary estate to Thomas Jefferson Gray, to distribute same according to testatrix' wishes. Accordingly, testatrix' 2/7-undivided interest in said woodland was distributed to Adele Gray Rice, one of the Plaintiffs, Elizabeth Gray Dodson, and Thomas Jefferson Gray, one of the Plaintiffs, in equal shares.

8. That the undivided 2/21-interest in said woodland of Elizabeth Gray Dodson, late of St. Mary's County, Maryland, deceased, has passed to Henry Lee Dodson, Personal Representative of her estate, one of the Plaintiffs. A certificate of his qualification as such is filed herewith marked Exhibit I.

9. That Robert F. Gadd, late of Hartford, Connecticut, left a Will dated April 19, 1955, and probated December 21, 1960, of which an exemplified copy has been recorded among the will records of Queen Anne's County, and a photocopy is filed herewith marked Exhibit J. By Item II thereof testator devised his residuary estate including his undivided 1/7-interest in said woodland in equal shares to Robert F. Gadd, Jr., Frank W. Gadd and Katherine M. Gundersen, three of the Plaintiffs, in equal shares.

10. That William Walter Morgan (referred to as Walter W. Morgan in the said Will of Abraham J. Gadd) died on April 7, 1937, leaving a Will dated August , 1919, and Codicil dated January 3, 1935, which were probated on May 4, 1937 and July 18, 1939, and recorded among said will records in Liber N.S.D. No. 1, folio 1, of which a photographic copy is filed herewith marked Exhibit K. By said codicil he devised all of his real estate to his wife Nannie P. Morgan, in fee simple.

11. That Nannie (also Nan) P. Morgan died on October 28, 1953, leaving a Will dated August 22, 1951, probated on November 10, 1953, and recorded among said will records in Liber E.E.C. No. 1, folio 280, of which a photographic copy is filed herewith marked Exhibit L. Testatrix failed to dispose by her Will of her undivided 1/7-interest in said woodland, which accordingly descended to her heirs. Nan P. Morgan left surviving her as her only heirs, so far as Plaintiffs have been able to determine, the following named ten (10) adult first cousins: Martha Rolph, John Fletcher Rolph, Louise Tarbutton and Evelyn Rolph Jarrell, four of the Defendants, and R. Isabelle Roe, H. Maxwell Starkey, Ethel Starkey Nickerson, Louise Starkey Roberts, C. Rolph Starkey and John F. Mallalieu.

12. That the undivided interest in said woodland of R. Isabelle Roe, late of the District of Columbia, has passed to Hamilton W. Kenner, Personal Representative of her estate, one of Defendants, a certificate of his qualification as such being filed herewith marked Exhibit M.

13. That H. Maxwell Starkey died intestate, a resident of Baltimore City, Maryland, on July 18, 1960, leaving as his only heirs his sisters, Ethel Starkey Nickerson and Louise Starkey Roberts, and his brother, C. Rolph Starkey.

14. That Plaintiffs have no knowledge of whether C. Rolph Starkey is living or dead, or whether he survived either or both of his sisters, Ethel Starkey Nickerson or Louise Starkey Roberts, or of the identity of his successors in interest if he has died.

15. That Ethel Starkey Nickerson died a widow, and a resident of Baltimore City, Maryland, approximately fifteen years ago, leaving no descendants surviving her. There has been no administration upon her estate.

16. That Louise Starkey Roberts died a widow and a resident of Baltimore City, Maryland, approximately ten years ago, leaving no descendant surviving her. There has been no administration upon her estate.

17. That John F. Mallalieu died on June 10, 1963, leaving a Will dated January 5, 1962, probated on July 26, 1963, and recorded among said will records in Liber E.C.W. No. 1, folio 514, of which a photographic copy is filed herewith marked Exhibit N. Testator devised his whole estate in equal shares to his daughter, Eleanor M. Scarborough, and his son, William M. Mallalieu, two of the Defendants.

18. That said woodland cannot be divided without loss or injury to the parties entitled.

TO THE END, THEREFORE:

1. That a Trustee be appointed to sell said real estate and convey the same to the purchaser free and clear of all the claims of the parties to this cause and all those claiming by, from or under them or any of them.

2. That the proceeds of sale be divided among the parties entitled.

LIBER 10 FOLIO 19

3. That notices to the creditors of Robert F. Gadd, Ethel Starkey Nickerson and Louise Starkey Roberts may be issued and published.

4. And that your Orators may have such other and further relief as their case may require.

And, as in duty bound, etc.,

Howard Wood

Howard Wood
Attorney for Plaintiffs
119 Lawyers Row
Centreville, Maryland 21617
Telephone: 758-1460

Filed July 23, 1975

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

4

_____ Return Day

File No. 5698

Docket C.W.C. No. 4

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

TO: John Fletcher Rolph
59 Rose Place
Selden, New York 11784

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

_____, next, to answer an action at the suit of
L. Damon Gadd, Warren, Vermont 05674; Adele G. Rice, 203 A Delaware Avenue, Bridgeville, Delaware 19933; Thomas Jefferson Gray, 203 Delaware Avenue, Bridgeville, Delaware 19933; Henry Lee Dodson, Personal Representative of the Estate of Elizabeth Gray Dodson, deceased, Route 1, Box 223 A1, Hollywood, Maryland 20636; Robert F. Gadd, Jr., Simsbury, Connecticut 06070; Frank W. Gadd, 33 Stoner Drive, West Hartford, Connecticut 06107; and Katherine M. Gundersen, West Hartford, Connecticut 06107

Issued the 25th day of July 19 75

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Howard Wood
119 Lawyers Row
ADDRESS: Centreville, Maryland 21617
758-1460

NAME: _____

ADDRESS: _____

Charles H. Coil
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ~~XXXXXXXXXXXXXXXX~~ WITHIN SIXTY DAYS FROM DATE OF SERVICE
~~X~~THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Copy of summons and proceedings delivered to Howard Wood, Attorney for service by registered mail.

LIBER 10 FAGE 21

LIBER 10 PAGE 22

Circuit Court For Queen Anne's County

S

EQUITY SUMMONS:

_____ Return Day

File No. 5698

Docket C.W.C. No. 4

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

TO: Evelyn Rolph Jarrell
2733 N.E. 25th Place
Fort Lauderdale, Florida 33305

You are hereby summoned to the Circuit Court for Queen Anne's County to the ~~XXXXXXXXXXXXXX~~ Return Day

_____, next, to answer an action at the suit of
L. Damon Gadd, Warren, Vermont 05674; Adele G. Rice, 203 A Delaware Avenue, Bridgeville, Delaware 19933; Thomas Jefferson Gray, 203 Delaware Avenue, Bridgeville, Delaware 19933; Henry Lee Dodson, Personal Representative of the Estate of Elizabeth Gray Dodson, deceased; Route 1, Box 223 A1, Hollywood, Maryland 20636; Robert F. Gadd, Jr., Simsbury, Connecticut 06070; Frank W. Gadd, 33 Stoner Drive, West Hartford, Connecticut 06107; and Katherine M. Gundersen, West Hartford, Connecticut 06107

Issued the 25th day of July 19 75

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Howard Wood
119 Lawyers Row
ADDRESS: Centreville, Maryland 21617
758-1460

NAME: _____

ADDRESS: _____

Charles N. Cecil
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ~~XXXXXXXXXXXXXX~~ WITHIN SIXTY DAYS FROM DATE OF SERVICE ~~XXXXXX~~, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Copy of summons and proceedings delivered to Howard Wood, Attorney for service by registered mail.

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

6

_____ Return Day

File No. 5698

Docket C.W.C. No. 4

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

TO: Hamilton W. Kenner, Esq.
Personal Representative of the
Estate of R. Isabelle Roe, deceased,
910 17th Street, N.W.
Washington, D. C. 20006

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

_____, next, to answer an action at the suit of
L. Damon Gadd, Warren, Vermont 05674; Adele G. Rice, 203 A Delaware Avenue, Bridgeville, Delaware 19933; Thomas Jefferson Gray, 203 Delaware Avenue, Bridgeville, Delaware 19933; Henry Lee Dodson, Personal Representative of the Estate of Elizabeth Gray Dodson, deceased; Route 1, Box 223 A1, Hollywood, Maryland 20636; Robert F. Gadd, Jr., Simsbury, Connecticut 06070; Frank W. Gadd, 33 Stoner Drive, West Hartford, Connecticut 06107; and Katherine M. Gundersen, West Hartford, Connecticut 06107

Issued the 25th day of July 19 75

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Howard Wood
119 Lawyers Row
ADDRESS: Centreville, Maryland 21617
758-1460

NAME: _____

ADDRESS: _____

Charles M. Cecil
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ~~XXXXXXXXXXXXXX~~ WITHIN SIXTY DAYS FROM DATE OF SERVICE
~~XXXXXXX~~THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Copy of summons and proceedings delivered to Howard Wood, Attorney for service by registered mail.

LIBER 10 PAGE 23

LIBER 10 PAGE 24

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

7

_____ Return Day

File No. 5698

Docket C.W.C. No. 4

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

TO: Eleanor M. Scarborough
600 N. Governor's Avenue
Dover, Delaware 19901

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

_____, next, to answer an action at the suit of
L. Damon Gadd, Warren, Vermont 05674; Adele G. Rice, 203 A Delaware Avenue, Bridgeville, Delaware 19933; Thomas Jefferson Gray, 203 Delaware Avenue, Bridgeville, Delaware 19933; Henry Lee Dodson, Personal Representative of the Estate of Elizabeth Gray Dodson, deceased, Route 1, Box 223 A1, Hollywood, Maryland 20636; Robert F. Gadd, Jr., Simsbury, Connecticut 06070; Frank W. Gadd, 33 Stoner Driver, West Hartford, Connecticut 06107; and Katherine M. Gundersen, West Hartford, Connecticut 06107

Issued the 25th day of July 19 75

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Howard Wood
119 Lawyers Row
ADDRESS: Centreville, Maryland 21617
758-1460

NAME: _____

ADDRESS: _____

Charles N. Cecil
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ~~XXXXXXXXXXXXXXX~~ WITHIN SIXTY DAYS FROM DATE OF SERVICE ~~XXXXXX~~, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Copy of summons and proceedings delivered to Howard Wood, Attorney for service by registered mail.

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

September Return Day

File No. 5698

Docket C.W.C. No. 4

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

TO: Louise Tarbutton
Miss Kitty's Nursing Home
Sudlersville, Maryland 21668

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

_____, next, to answer an action at the suit of
L. Damon Gadd, Warren, Vermont 05674; Adele G. Rice, 203 A Delaware Avenue, Bridgeville, Delaware 19933; Thomas Jefferson Gray, 203 Delaware Avenue, Bridgeville, Delaware 19933; Henry Lee Dodson, Personal Representative of the Estate of Elizabeth Gray Dodson, deceased, Route 1, Box 223 A1, Hollywood, Maryland 20636; Robert F. Gadd, Jr., Simsbury, Connecticut 06070; Frank W. Gadd, 33 Stoner Drive, West Hartford, Connecticut 06107; and Katherine M. Gundersen, West Hartford, Connecticut 06107

Issued the 25th day of July 19 75.

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Howard Wood
119 Lawyers Row
ADDRESS: Centreville, Maryland 21617
758-1460

NAME: _____

ADDRESS: _____

Charles A. Cecil
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE September 16 19 75, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed July 30, 1975

Summons served, copy of Summons and Bill Of Complaint left with Louise Tarbutton this 29th day of July 1975.

J. W. Mace
Deputy Sheriff

LIBER 10 PAGE 25

LIBER 10 FAGE 26

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

9

September Return Day

File No. 5698

Docket C.W.C. No. 4

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

TO: William M. Mallalieu
Sudlersville, Maryland 21668

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

_____, next, to answer an action at the suit of
L. Damon Gadd, Warren, Vermont 05674; Adele G. Rice, 203 A Delaware Avenue, Bridgeville, Delaware 19933; Thomas Jefferson Gray, 203 Delaware Avenue, Bridgeville, Delaware 19933; Henry Lee Dodson, Personal Representative of the Estate of Elizabeth Gray Dodson, deceased, Route 1, Box 223 A1, Hollywood, Maryland 20636; Robert F. Gadd, Jr., Simsbury, Connecticut 06070; Frank W. Gadd, 33 Stoner Drive, West Hartford, Connecticut 06107; and Katherine M. Gundersen, West Hartford, Connecticut 06107
Issued the 25th day of July 19 75

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Howard Wood
119 Lawyers Row
ADDRESS: Centreville, Maryland 21617
758-1460

NAME: _____

ADDRESS: _____

Charles N. Cole
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE September 16

19 75, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Aug. 5, 1975

Summons served, copy of Summons and Bill Of Complaint left with William M. Mallalieu this 4th day of August 1975.

Deputy Sheriff

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

10

August Return Day

File No. 5698

Docket C.W.C. No. 4

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

TO: C. Rolph Starkey
Address unknown

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

_____, next, to answer an action at the suit of
L. Damon Gadd, Warren, Vermont 05674; Adele G. Rice, 203 A Delaware Avenue, Bridgeville, Delaware 19933; Thomas Jefferson Gray, 203 Delaware Avenue, Bridgeville, Delaware 19933; Henry Lee Dodson, Personal Representative of the Estate of Elizabeth Gray Dodson, deceased, Route 1, Box 223 A1, Hollywood, Maryland 20636; Robert F. Gadd, Jr., Simsbury, Connecticut 06070; Frank W. Gadd, 33 Stoner Drive, West Hartford, Connecticut 06107; and Katherine M Gundersen, West Hartford, Connecticut 06107

Issued the 25th day of July 19 75

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Howard Wood
119 Lawyers Row
ADDRESS: Centreville, Maryland 21617
758-1460

NAME: _____

ADDRESS: _____

Charles H. Cole
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE August 19, 1975, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Aug. 5, 1975

Non Est 8-4-75
George B. Sharp
Sheriff

LIBER 10 PAGE 27

LIBER 10 PAGE 28

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

11

September Return Day

File No. 5698

Docket C.W.C. No. 4

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

TO: C. Rolph Starkey
Address unknown

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

_____, next, to answer an action at the suit of
L. Damon Gadd, Warren, Vermont 05674; Adele G. Rice, 203 A Delaware Avenue, Bridgeville, Delaware 19933; Thomas Jefferson Gray, 203 Delaware Avenue, Bridgeville, Delaware 19933; Henry Lee Dodson, Personal Representative of the Estate of Elizabeth Gray Dodson, deceased, Route 1, Box 223 A1, Hollywood, Maryland 20636; Robert F. Gadd, Jr., Simsbury, Connecticut 06070; Frank W. Gadd, 33 Stoner Drive, West Hartford, Connecticut 06107; and Katherine M. Gundersen, West Hartford, Connecticut 06107

Issued the 5th day of August 19 75

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Howard Wood
119 Lawyers Row
ADDRESS: Centreville, Maryland 21617
758-1460

NAME: _____

ADDRESS: _____

Charles H. Cecil
Clerk

(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE September 16, 1975, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

FILED Aug 6, 1975

Mon Ent 8-6-75
George B. Rasin

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

12

September Return Day

File No. 5698

Docket C.W.C. No. 4

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

TO: Martha Rolph
Box 133, R.D. 1
Marion Station, Maryland 21838

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

L. Damon Gadd, Warren, Vermont 05674; Adele G. Rice, 203 A Delaware Avenue, Bridgeville, Delaware 19933; Thomas Jefferson Gray, 203 Delaware Avenue, Bridgeville, Delaware 19933; Henry Lee Dodson, Personal Representative of the Estate of Elizabeth Gray Dodson, deceased, Route 1, Box 223 A1, Hollywood, Maryland 20636; Robert F. Gadd, Jr., Simsbury, Connecticut 06070; Frank W. Gadd, 33 Stoner Drive, West Hartford, Connecticut 06107; and Katherine M. Gundersen, West Hartford, Connecticut 06107

Issued the _____ day of July 1975

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Howard Wood
119 Lawyers Row
ADDRESS: Centreville, Maryland 21617
758-1460

NAME: _____

ADDRESS: _____

Charles H. Cecil
Clerk
(Seal of Court)

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE September 16 1975, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Summoned and Copy left with Martha Rolph 8/12/75
Thomas H. Fatwell
Sheriff
E.P.M. 8/12/75

FILED Aug 14, 1975

LIBER 10 PAGE 29

FILED 10 PAGE 30

L. DAMON GADD, ET AL.,	*	In the Circuit Court for
PLAINTIFFS	*	Queen Anne's County
VS.	*	in Equity
MARTHA ROLPH, ET AL.,	*	
DEFENDANTS	*	Cause No. 5698

13

MOTION FOR ORDER OF PUBLICATION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

L. Damon Gadd, et al., Plaintiffs, by Howard Wood, their attorney, move your Honors to grant an Order of Publication against C. Rolph Starkey and the unknown heirs, devisees or personal representatives of the said C. Rolph Starkey, Abraham J. Gadd, deceased, Nan P. Morgan, deceased, Ethel Starkey Nickerson, deceased, and Louise Starkey Roberts, deceased, for that:

1. As to the Defendant, C. Rolph Starkey, the undersigned attorney hereby states under oath that he has made reasonable efforts in good faith to locate C. Rolph Starkey without success by inquiring of various of his relatives,by writing to him at his last known address at 430 Linden Street, Camden, New Jersey, said letter having been returned by the post office,and by inquiring of the Surrogates Court of Camden County, who examined their records but found nothing pertaining to any estate of C. Rolph Starkey.

2. Based on the sworn evidence in the above paragraph, Plaintiffs are advised that they are entitled to an Order of Publication against C. Rolph Starkey under Maryland Rule 105b1.

WHEREFORE, Plaintiffs respectfully move your Honors for issuance of an Order of Publication as aforesaid.

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

Howard Wood
Howard Wood
Attorney for Plaintiffs

FILED
DEC - 4 1975

ORDER OF COURT

14

ORDERED, this 8th day of December, 1975 by the Circuit Court for Queen Anne's County in Equity that an Order of Publication shall be issued by the Clerk of this Court against C. Rolph Starkey as well as the unknown heirs, devisees or personal representatives of the said C. Rolph Starkey, Abraham J. Gadd, deceased, Nan P. Morgan, deceased, Ethel Starkey Nickerson, deceased, and Louise Starkey Roberts, deceased.

FILED
DEC 8 1975

B. Hackett Turner Jr.
JUDGE

16

L. DAMON GADD, ET AL.,	*	In the Circuit Court for
PLAINTIFFS	*	Queen Anne's County
VS.	*	in Equity
MARTHA ROLPH, ET AL.,	*	
DEFENDANTS	*	Cause No. 5698

AFFIDAVIT PROVING SERVICE ON FOUR DEFENDANTS

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

I, the undersigned, Howard Wood, being first duly sworn according to law, do hereby depose and say:

1. That I am over 21 years of age and the Attorney of record for the Plaintiffs but not a party to this action.

2. That service of process was warranted in this cause owing to the fact that it is a land action, and an action in rem under Rules 111 and 105. Accordingly service was made under Rule 107a2.

3. That copies of the summons and original pleading were mailed personally on July 30, 1975 to John Fletcher Rolph, 59 Rose Place, Selden, New York 11784, Eleanor M. Scarborough, 600 N. Governor's Avenue, Dover, Delaware 19901, Hamilton W. Kenner, Esq., 910 17th Street, N.W., Washington, D. C. 20006, and Evelyn Rolph Jarrell, 2733 NE 25th Place, Ft. Lauderdale, Florida 33305, by certified mail marked "Deliver to Addressee Only".

4. That said copies were in fact received by said Defendants as evidenced by their respective signatures on the original return receipts which are attached to this Affidavit.

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

Howard Wood

Howard Wood

FILED

DEC 10 1975

LIBER 10 PAGE 31

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: John Fletcher Colyh

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	022479	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4. DATE OF DELIVERY 8-1-75 POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

☆ GPO: 1975—O-568-047

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).
- ☐ 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: Eleanor M Scarborough

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	022478	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☒ Authorized agent
EMS. Eleanor M. Scarborough
Mrs Shirley Hunt

4. DATE OF DELIVERY AUG 1 1975 POSTMARK DOVER, DE AUG 1 19?? USPO

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

☆ GPO: 1975—O-568-047

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).
- ☐ 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: Hamilton W. Kenner Esq.

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	022476	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4. DATE OF DELIVERY 8/4/75 POSTMARK WASHINGTON, D.C. TWENTIETH STREET S AUG 4 1975

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

☆ GPO: 1975—O-568-047

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).
- ☐ 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: Evelyn Ralph JARRELL

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	022477	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4. DATE OF DELIVERY AUG 2 1975 POSTMARK DOVER, DE AUG 2 1975 USPO

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

☆ GPO: 1975—O-568-047

17

Queen Anne's
RECORD-OBSERVER

Centreville, Md., March 23 19 76

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

in the case/estate of Cause No. 5698

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 7th day of January, 19 76, and that the first insertion of said advertisement in said QUEEN ANNE'S RECORD-OBSERVER was on the 10th day of Dec. 19 75, and the last insertion on the 30th day of Dec., 19 75

FILED
MAR 24 1976

THE RECORD-OBSERVER CORPORATION
By Dorothy M. Morse

NOTICE

In the Circuit Court for
Queen Anne's County
in Equity
Cause No. 5698

+ + + + +

L. Damon Gadd, Warren, Vermont 05674, Adele G. Rice, 203 A Delaware Avenue, Bridgeville, Delaware 19933, Thomas Jefferson Gray, 203 Delaware Avenue, Bridgeville, Delaware 19933, Henry Lee Dodson, Personal Representative of the Estate of Elizaheth Gray Dodson, deecased, Route 1, Box 223 A1, Hollywood, Maryland 20636, Robert F. Gadd, Jr., Simsbury, Conneetieut 06070, Frank W. Gadd, 33 Stoner Drive, West Hartford, Connecticut 06107, and Katherine M. Gundersen, West Hartford, Connecticut 06107,

PLAINTIFFS

VS.

Martha Rolph, Box 133, R.D. 1, Marion Station, Maryland 21838, John Fletcher Rolph, 59 Rose Plaee, Selden, New York 11784, Louise Tarbutton, Miss Kitty's Nursing Home, Sudlersville, Maryland 21668, Evelyn Rolph Jarrell, 2733 N.E. 25th Plaee, Fort Lauderdale, Florida 33305, Hamilton W. Kenner, Esq., Personal Representative of the Estate of R. Isabelle Roe, deceased, 910 17th Street, N.W., Washington, D.C. 20006, C. Rolph Starkey, address unknown, Elcanor M. Searborough, 600 N. Governor's Avenue, Dover, Delaware 19901, William M. Malialieu, Sudlersville, Maryland 21668, and the Unknown Heirs, Devisees or Personal Representatives of the said C. Rolph Starkey, Abraham J. Gadd, deceased, Nan P. Morgan, deceased, Ethel Starkey Nickerson, deceased, and Louise Starkey Roberts, deceased,

DEFENDANTS

+ + + + +

ORDER OF PUBLICATION

This is to give notice that on the 23rd day of July, 1975, a Bill of Complaint was filed in the Circuit Court for Queen Anne's County by the Plaintiffs against the Defendants, whose last known addresses are set forth in the aforegoing titiing of this cause, and thereafter Plaintiffs ascertained that the last known address of the Defendant, C. Rolph Starkey was 430 Linden Street, Camden, New Jersey. The Bill of Complaint alleges in substance that Abraham J. Gadd, late of Queen Anne's County, Maryland, died owning a woodlot, part of the Whales tract, in the First Election District of said county, containing 40 aeres, more or less, granted to him by Josephine S. Foster by deed dated December 28, 1883, and recorded in Liber S.C.D. No. 4, follo 118; that he left a will probated January 22, 1918, recorded in Liber W.T.B. No. 1, folio 124, whereby hc devlsed his residuary estate, lncludlng said woodlot, unto Albert Sidney Gadd, Anna R. Sudler, Addie Morgan Sudler, Elma Gray, Walter W. Morgan, Robert Foster Gadd and Luther Lay Gadd in equal shares; that Albert Sidney Gadd died on December 28, 1921, leaving a will probated and recorded among said will records in Liber E.C.W. No. 1, folio 280, by which he devised all his real estate to his wife, Nannie P. Morgan ln fee simple; that Nannie, or Nan, P. Morgan dled on October 28, 1953 leaving a will probated and recorded among said will records ln Liber E.E.C. No. 1, folio 280, by which she failed to dispose of her 1-7th lnterest in said woodlot, which accordingly descended tc her heirs, who are, so far as Plaintiffs have been able to determine, ten (10) adult first cousins: Martha Rolph, John Fletcher Rolph, Louise Tarbutton, Evelyn Rolph Jarrell, R. Isabelle Roe, H. Maxwell Starkey, Ethel Starkey Nickerson, Louise Starkey Roberts, C. Rolph Starkey and John F. Mallalieu; that the interest of R. Isabelle Roe, late of the Districlt of Columbla, has passed to Hamllton W. Kenner, Personal Representative of her estate; that H. Maxwell Starkey died intestate a resident of Baltimore City, Maryland, on July 18, 1960 leaving as his heirs two (2) sisters, Ethel Starkey Nickerson and Louise Starkey Roberts, and his brother, C. Rolph Starkey; that Plaintiffs have no knowledge of whether C. Rolph Starkey is living or dead or whether he survived either or both of his sisters, or of the identity of the suecessors in interest, if he has died; that Ethel Starkey Nickerson dled approxlmately flfteen (15) years ago and Louise Starkey Roberts died approximately ten (10) years ago, and that both were widows, residing in Baltimore City, Maryland, and left no descendants; That John F. Mallalieu died on June 10, 1963 leaving a will probated and recorded among said will records in Liber E.C.W. No. 1, folio 514, by whleh he devised his whole estate equally to his daughter, Eleanor M. Scarborough, and his son, William M. Mallalieu; and that said woodland cannot be divided without loss or injury to the parties entitled.

The relief prayed in the Bill of Complaint ls substantially as follows: that a trustee be appointed to sell said real estate, convey it to the purchaser and divlde the proceeds of sale among the parties entitled; that notices to the creditors of Robert F. Gadd, Ethel Starkey Nickerson & Louise Starkey Roberts may be issued and published.

interest to Luther Lay Gadd in 1922; that Luther Lay Gadd died on December 27, 1942, leaving a will probated and recorded in said county will records in Liber N.S.D. No. 1, folio 284, by which he devised his residuary estate, including a 3-7th interest in said woodlot in trust for his wife, who has died, with remainder to L. Damon Gadd, Plaintiff; that Anna, or Annie, R. Sudler died on June 13, 1951, leaving a will probated and recorded among said county will records in Liber E.E.C. No. 1, folio 100 and devised her residuary estate, including her 1-7th interest in said woodlot, to Addie M. Sudler; that Addie M. Sudler died on October 19, 1962 leaving a will probated and recorded among said will records in Liber E.C.W. No. 1, folio 391, under which her 2-7th interest in said woodlot was distributed to Adele Gray Rice, Elizabeth Gray Dodson and Thomas Jefferson Gray in equal shares; that the 2-21 interest in said woodlot of Elizabeth Gray Dodson, late of St. Mary's County, Maryland, deceased, has passed to Henry Lee Dodson, Personal Representative of her estate; that Robert Foster Gadd, late of Hartford, Connecticut, left a will probated December 21, 1960, an exemplified copy being recorded in Queen Anne's County, by which he devised his residuary estate, including his 1-7th interest in said woodlot, to Robert F. Gadd, Jr., Frank W. Gadd and Katherine M. Gundersen in equal shares; that William Walter Morgan (or Walter W. Morgan) died on April 7, 1937 leaving a will and codicll probated and recorded among said will records in Liber N.S.D. No. 1, folio 1, by

Whereupon it is ordered by the Circuit Court for Queen Anne's County this ath day of December, 1975, that the Plaintiffs cause a copy of this Order to be Inserted in a newspaper published ln Queen Anne's County once a week ln each of four successive weeks before the 7th day of January, 1976, giving notice to the said C. Rolph Starkey and to the unknown heirs, devisees and personal representatives of the said C. Rolph Starkey, Abraham J. Gadd, deceased, Nan P. Morgan, deceased, Ethel Starkey Nlckerson, deceased, and Louise Starkey Roberts, deceased, of the object and substance of the Bill of Complaint and warning them to show cause, if any there may be, on or before the 9th day of February, 1976, why a Decree should not be passed as prayed.

CHARLES W. CECIL
Clerk

Filed: Dec. 8, 1975

TRUE COPY
TEST: Charles W. Cecil,
Clerk

4t-12-30

LIBER 10 PAGE 33

LIBER 10 PAGE 34

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L. DAMON GADD, ET AL.,	*	In the Circuit Court for
	*	
PLAINTIFFS	*	Queen Anne's County
	*	
VS.	*	
	*	
MARTHA ROLPH, ET AL.,	*	in Equity
	*	
DEFENDANTS	*	Cause No. 5698

MOTION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

L. Damon Gadd, et al., Plaintiffs, by Howard Wood, their attorney, respectfully move your Honors to pass a Decree Pro Confesso against Martha Rolph, John Fletcher Rolph, Louise Tarbutton, Evelyn Rolph Jarrell, Hamilton W. Kenner, Personal Representative of the Estate of R. Isabelle Roe, deceased, C. Rolph Starkey, Eleanor M. Scarborough, William M. Mallalieu and the unknown heirs, devisees or Personal Representatives of the said C. Rolph Starkey, Abraham J. Gadd, deceased, Nan P. Morgan, deceased, Ethel Starkey Nickerson, deceased, and Louise Starkey Roberts, deceased, being all of the Defendants, and for grounds of their motion, say:

1. The resident Defendants, Martha Rolph, Louise Tarbutton and William M. Mallalieu,have been returned summoned in the usual manner.

2. The non-resident Defendants, John Fletcher Rolph, Eleanor M. Scarborough, Hamilton W. Kenner, Personal Representative of the Estate of R. Isabelle Roe, late of Washington, D.C., deceased, and Evelyn Rolph Jarrell, have been duly served by certified mail as appears by the Affidavit of the undersigned attorney heretofore filed in this cause.

3. That the Order of Publication directed against C. Rolph Starkey and the unknown heirs, devisees and Personal Representatives of the said C. Rolph Starkey, Abraham J. Gadd, deceased, Nan P. Morgan, deceased, Ethel Starkey Nickerson, deceased, and Louise Starkey Roberts, deceased, has been duly published in the Queen Anne's Record Observer, a newspaper published in Queen Anne's County, as required by said Order, as appears by the Certificate of Publication filed herein on the same day as the filing of this Motion.

4. That the time for filing their initial pleading has expired with respect to all of said Defendants, none of whom has answered the Bill of Complaint or filed any other pleading herein.

And for their statement of points, the Plaintiffs cite Maryland Rule 675.

And as in duty bound, etc.

FILED
MAR 24 1976

Howard Wood
(Howard Wood)
Attorney for Plaintiffs

DECREE PRO CONFESSO

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Upon the aforegoing Motion, it is, this 31st day of March, 1976, by the Circuit Court for Queen Anne's County in Equity, ADJUDGED, ORDERED and DECREED that the Bill of Complaint in this cause is hereby taken pro confesso against all of the Defendants, and the Plaintiffs are granted leave to take testimony before one of the standing examiners of this Court in support of the allegations of their Bill of Complaint.

B. Hackett Turner Jr.
JUDGE

FILED
MAR 31 1976

LIBER 10 FOLIO 35

LIBER 10 PAGE 36

L. DAMON GADD, ET AL.,	*	In the Circuit Court for
PLAINTIFFS	*	
	*	Queen Anne's County
VS.	*	
	*	in Equity
MARTHA ROLPH, ET AL.,	*	
DEFENDANTS	*	Cause No. 5698

TESTIMONY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The solicitor for the Plaintiffs, Howard Wood, having notified the subscriber, one of the regular examiners for this Honorable Court, of his desire to take testimony in this case, your examiner did take the following testimony on the 2nd day of September, 1976, in the law office of Howard Wood, 119 Lawyers Row, Centreville, Queen Anne's County, Maryland, at the hour of 10:30 o'clock P.M., there being present Thomas Jefferson Gray, one of the Plaintiffs, Howard Wood, the solicitor for the Plaintiffs, and having sworn the witness and Catherine M. Higdon, stenographer, to wit:

FILED
SEP 10 1976

Mr. Thomas Jefferson Gray, the witness of lawful age, having been duly sworn, deposes and says:

(questions by Mr. Wood):

Q. 1. Mr. Gray, will you please state your name and address for the record.

A. Thomas J. Gray, Jr., 203 Delaware Avenue, Bridgeville, Delaware.

Q. 2. And you are one of the Plaintiffs in Equity Case No. 5698 in Queen Anne's County?

A. Yes.

Q. 3. Now, Mr. Gray, are you familiar or not with the fact that Abraham J. Gadd owned a 40-acre woodlot in Queen Anne's County at the time of his death?

A. Yes I am.

Q. 4. Could you state the general location of that woodland?

A. Situated in the first Election District of Queen Anne's County.

Q. 5. I show you at this time a photocopy of a paper filed in this case marked Exhibit A and ask you to state what that is.

A. This deed is made the 28th day of December, 1883 by Josephine S. Foster of Queen Anne's County, State of Maryland and to Abraham J. Gadd, Queen Anne's County, State of Maryland.

Q. 6. Mr. Gray I direct your attention to the parcel of land described in the second place in that deed and ask you whether or not that appears to be the property in question?

A. It does so.

Q. 7. That contains 40 acres, more or less, is that right?

A. That is correct.

Q. 8. Mr. Gray, I now show you another document filed in this case marked Exhibit B and ask you to identify it. Does that appear to be a will?

A. Yes it does. The Will and Testament of A.J. Gadd.

Q. 9. A copy of same, right?

A. Right.

Q. 10. I also ask you to identify a document marked Exhibit C in this case.

A. This is a copy of the deed made on the 25th day of February, 1922 between Albert Sydney Gadd, of Queen Anne's County, State of Maryland, and Luther Lay Gadd, of New York County, State of New York.

Q. 11. Again, will you identify Exhibit D filed in this case.

A. This also is a copy of the deed made the 23rd day of January, 1922 between Elma E. Gray, of Sussex County, State of Delaware, and Luther Lay Gadd, County of New York, State of New York.

Q. 12. I now show you a copy of another will marked Exhibit E in this case. Whose will is that?

A. It is a copy of the will of Luther Lay Gadd, of Queen Anne's County, State of Maryland.

Q. 13. In this will, he named his wife, Vera Damon Gadd; do you know whether or not she is still living?

A. No, she is not.

Q. 14. Do you know the name of the child of the testator?

A. Damon is the son.

Q. 15. Is that Luther Damon?

A. Yes, Luther Damon.

Q. 16. Now, is he the only child of Luther Lay Gadd?

A. He is the only child.

Q. 17. I show you a copy of a document filed in this case marked Exhibit F and ask you to identify that please.

A. It is a copy of the deed dated the 13th day of December, 1954, by the Guaranty Trust Company of New York, surviving trustee under the will of Luther Lay Gadd, deceased, unto Luther Damon Gadd, of the county of Allegheny, Pennsylvania.

Q. 18. I direct your attention to the third parcel in that deed and ask you to state what was that land?

A. An undivided 3/7 interest of and in all that lot or parcel of woodland called or known as the A.J. Gadd woodland.

Q. 19. Now, Mr. Gray, I show you Exhibit G filed in the proceedings and ask you to identify it.

A. It is a copy of the will of Annie R. Sudler, Queen Anne's County.

Q. 20. And Exhibit H likewise.

A. It is a copy of the will of Addie Morgan Sudler, Queen Anne's County

Q. 21. Now, Mr. Gray, you were named in the residuary clause of the will of Addie Morgan Sudler, which reads that you are to distribute any surplus of the estate according to Mrs. Sudler's wishes which were known to you. Will you state how you did distribute the surplus of that estate.

A. I distributed the surplus to Adele Gray Rice, of Bridgeville, Delaware, Elizabeth Gray Dodson and Thomas Jefferson Gray.

Q. 22. You are the Thomas Jefferson Gray which you just mentioned?

A. I am.

Q. 23. You did receive 1/3 of the residue?

A. That is correct.

Q. 24. Now, Exhibit I filed in the case, Mr. Gray, appears to be what?

A. It appears to be a copy of the Letters of Administration of Elizabeth Gray Dodson, deceased, and the administrator of the estate was Henry Lee Dodson.

Q. 25. And Exhibit J appears to be what?

A. A copy of the will of Robert F. Gadd, Hartford, Connecticut.

Q. 26. And by the residuary clause of his will, who does he name?

A. He names his children, Robert F. Gadd, Jr., Frank W. Gadd and Katherine M. Gundersen.

Q. 27. The next exhibit is Exhibit K, what does that appear to be?

A. It appears that this is a copy of the will of William Walter Morgan, of Queen Anne's County, State of Maryland.

Q. 28. And to whom did Mr. Morgan leave his real estate?

A. Unto his wife, Nannie P. Morgan.

Q. 29. Now, the next exhibit is Exhibit L. Would you identify what L, filed in this case, appears to be.

A. A copy of the will of Nan P. Morgan.

Q. 30. Where was she a resident at the time of her death?

A. Sudlersville, Maryland, Queen Anne's County.

Q. 31. In like manner, Mr. Gray, I ask you to identify Exhibit M from the case. What does that appear to be?

A. A copy of the will of R. Isabel Roe, late of the District of Columbia.

Q. 32. I ask you again to examine this exhibit. It appears only to be a certificate of the qualification of her executor and the fact that her will was probated in the District of Columbia. Is that so?

A. That is correct, yes.

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Q. 33. Who is the executor named there?

A. Hamilton W. Kenner.

Q. 34. What does Exhibit N, filed in the case, appear to be?

A. It appears to be the copy of the Last Will and Testament of John F. Mallalieu.

Q. 35. Where was he residing at the time of his death, or where was that will probated?

A. Queen Anne's County.

At this time, the several documents which have just been identified by Mr. Gray, being Exhibits A through N filed in this case, were marked respectively Examiner's Exhibits A through N and offered in evidence.

Q. 36. Mr. Gray, could you state whether or not it would be physically and practically possible to divide this 40-acre woodlot among the parties interested.

A. To divide the land physically, no, in my opinion, it would not.

Q. 37. What is the basis for that opinion?

A. For the number of heirs, for one thing, the size of the woodlot itself, I think it would be very impractical. I think most of the heirs would desire to have this sold and divide the residue, if any.

Q. 38. What kind of access is there to the property; is there any public road, if you know?

A. I don't know for sure but there must have been a right-of-way through another property because I know they used to cut the timber for firewood and also would cut the timber and have it sawed for repairs to the buildings on the different farms.

There being no other witnesses to be examined or further testimony to be taken, your Examiner now makes his return and certifies that he was engaged as such Examiner in taking this testimony one day and examined one witness, making the costs chargeable in this Cause as follows, to wit:

Vachel A. Downes, Jr. Examiner	$25.00
Witness waived fee	.00
Catherine M. Higdon, Stenographer for transcribing testimony	15.00
Total.	$40.00

Vachel A. Downes, Jr.
Examiner

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LIBER 10 PAGE 42

State of Maryland

Letters of Administration

Estate No. 2017

To all persons who may be interested in the Estate of

Elizabeth Gray Dodson, deceased:

Administration of the Estate of the deceased has been granted on June 14, 1974

to Henry Lee Dodson

[redacted]

(SEAL) WITNESS:

"VALID ONLY WITH IMPRINTED SEAL"

DATED: May 12, 1975

Mary R. Price

Register of Wills for St. Mary's County, Maryland
Court House
Leonardtown, Maryland 20650

RW 5 (Rev. 7-71)
1000 11/72 PCo.

EXHIBIT I

Examiner's Exhibit I

LAST WILL AND TESTAMENT

OF

ROBERT E. GADD

I, ROBERT E. GADD, of the Town of Hartford, County of Hartford and State of Connecticut, do make, publish and declare this as and for my Last Will and Testament, hereby revoking all former wills and codicils by me made.

FIRST

I give, devise and bequeath to my daughter, ELIZABETH E. GADD, of Hartford, Connecticut, the family residence at No. 76 Kenyon Street, Hartford, Connecticut, together with all of the household furnishings, appliances and equipment and other contents thereof, save and except any cash, monies that I may have in possession at the time of my death. If my said daughter, ELIZABETH E. GADD, shall not survive me, then I direct that this gift of my said shall be void and the property hereby devised and bequeathed shall go to my remaining children, in accordance with the provisions of Article SECOND of this will.

SECOND

I give, devise and bequeath all the rest, residue and remainder of my estate, in equal shares, to my remaining children, to wit, ROBERT E. GADD, JR., of Wethersfield, Connecticut, FRANK W. GADD, now of Manchester, Connecticut and KATHERINE M. GUNDERSEN, of West Hartford, Connecticut. In the event that either of my said children named in this Article SECOND of my said shall not survive me, then I direct that the share of such child shall be equally divided among his or her surviving lawful issue, per stirpes and not per capita.

EXHIBIT J

Examiner's Exhibit J

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III

I appoint my said daughter, ELIZABETH H. GADD, to be executrix of this will and I request that no bonds be required of her as such executrix.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Hartford, Connecticut, this 19th day of April, A.D., 1955.

Robert F. Gadd (L.S.)

Subscribed, sealed, published and declared to be his Last Will and Testament by the above-named Testator, ROBERT F. GADD, in the presence of us, who, in his presence, and at his request, and in the presence of each other, have hereunto subscribed our names as witnesses at Hartford, Connecticut, this 19th day of April, A.D., 1955.

[illegible] of [illegible]

[illegible] of [illegible]

[illegible] of [illegible]

STATE OF CONNECTICUT)
) ss. Hartford, April 19, 1955
COUNTY OF HARTFORD)

The within-named Robert E. Butler, Pauline E. Tastrup and Sally E. Labra being duly sworn, depose and say that they witnessed the within will of the within-named Testator, ROBERT E. GADD, and subscribed the same in his presence and at his request and in the presence of each other, that said ROBERT E. GADD at the time of the execution of said will appeared to them to be of full age and of sound mind and memory, that he signed said will and declared the same to be his Last Will and Testament in their presence, and that they make this affidavit at the request of such Testator.

[signature]

[signature]

[signature]

Subscribed and sworn to at the request of the within-named Testator, ROBERT E. GADD, the day and year first above written, before me.

[signature]
Notary Public

PROVED, APPROVED and ADMITTED
to PROBATE THIS 21st DAY of
December 1960

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LIBER 10 PAGE 46

Form No. P.D.-26

Duplicate
for Files of the
Probate Court Only

Superior Court of the District of Columbia

PROBATE DIVISION

DOCKET

DISTRICT OF COLUMBIA

To wit:

THE UNITED STATES OF AMERICA

FILED
FEB 28 1974
PETER J. McLAUGHLIN
REGISTER OF WILLS, D.C.
Clerk of Probate Court

To all persons to whom these presents shall come,

GREETING:

Know ye, THAT THE LAST WILL AND TESTAMENT OF

R. Isabelle Roe, also known as R. Isabel Roe and (Miss) Robert Isabelle Roe

late of the District of Columbia, deceased, hath in due form of law been exhibited, proved, and recorded in the office of the Register of Wills for the District of Columbia, Clerk of the Probate Division a copy of which is to these presents annexed, and administration of all the money, goods, chattels, rights and credits of the deceased is hereby granted and committed unto

Hamilton W. Kenner and

the Executor by the said Will appointed.

WITNESS the Honorable Harold H. Greene, Chief Judge of said Court, this 28th day of February, A. D. 19 74

Attest:

Deputy

Register of Wills for the District of Columbia,
Clerk of the Probate Division

RITF

Case No. 2068-73

LC-18

EXHIBIT M

Examiner's Exhibit M

L. DAMON GADD, ET AL.,	*	In the Circuit Court for
PLAINTIFFS	*	
VS.	*	Queen Anne's County
MARTHA ROLPH, ET AL.,	*	in Equity
DEFENDANTS	*	Cause No. 5698

TESTIMONY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The solicitor for the Plaintiffs, Howard Wood, having notified the subscriber, one of the regular examiners for this Honorable Court, of his desire to take testimony in this case, your examiner did take the following testimony on the 8th day of March, 1977, in the law office of Howard Wood, 119 Lawyers Row, Centreville, Queen Anne's County, Maryland, at the hour of 2:00 o'clock P.M., there being present Martha Rolph, one of the Defendants, Howard Wood, the solicitor for the Plaintiffs, and having sworn the witness and Catherine M. Higdon, stenographer, to wit:

FILED
MAR 9 1977

FILED 10 M.L. 47

Ms. Martha Rolph, the witness of lawful age, having been duly sworn, deposes and says:

(questions by Mr. Wood):

Q. 1. Will you state your name and address for the record please.

A. My name is Martha Roberts Rolph; I reside on R.D. 1; my mailing address is Marion Station, Maryland 21838.

Q. 2. Ms. Rolph, you are one of the parties to the suit in question today, that is - Damon Gadd vs. yourself and others in the Circuit Court for Queen Anne's County in Equity, is that correct?

A. That is correct.

Q. 3. You are named as one of the first cousins and heirs of the late Nan (or Nannie) P. Morgan, of Queen Anne's County. You are one of her first cousins, is that correct?

A. That is correct.

Q. 4. Would you be able to name her other first cousins?

A. Yes. My brother, John Fletcher Rolph, Jr., Evelyn Rolph Jarrell. As far as I know, those are the only surviving first cousins.

Q. 5. Could you name the others who have died?

A. They would be Louise Tarbutton, R. Isabelle Roe, H. Maxwell Starkey, Ethel Starkey Nickerson, Louise Starkey Roberts, John F. Mallalieu.

Q. 6. Are you aware of C. Rolph Starkey having been also a cousin?

A. Yes, I am. I know that he was a cousin; but I have heard nothing about Rolph Starkey for many years. The last I knew, he lived in Philadelphia.

Q. 7. You have no idea what his last address was that you knew?

A. No, I haven't.

Q. 8. Can you say where H. Maxwell Starkey was a resident at the time of his death?

A. He was a resident of Baltimore.

Q. 9. Approximately how many years ago did he die?

A. I would say about 1960.

Q. 10. Did he leave a will you ever heard of?

A. Not to my knowledge.

Q. 11. Do you know who his heirs were?

A. He never married, and his heirs, if they survived him, would have been his sisters.

Q. 12. His sisters being which of the cousins that you named?

A. His sisters were Ethel Starkey Nickerson, Louise Starkey Roberts.

Q. 13. And then, of course, his brother, C. Rolph Starkey, would have been an heir?

A. Yes, if he were living.

Q. 14. You have no knowledge at all whether C. Rolph Starkey is living or dead, as you have already testified?

A. None.

Q. 15. Do you know if he survived either of his sisters which you mentioned, or who would be his successors if he has died?

A. No.

Q. 16. What do you know about the death of Ethel Starkey Nickerson or who her heirs would be?

A. She had no children.

Q. 17. Was she a widow at the time of her death?

A. Yes.

Q. 18. She was a resident of where?

A. She was a resident of Baltimore.

Q. 19. Do you know whether she died before or after her brother, Maxwell Starkey?

A. No.

Q. 20. In the case of Louise Starkey Roberts, do you know whether she survived longer than her brother, Maxwell, and her sister, Ethel?

A. No, I don't know.

Q. 21. Where was she a resident?

A. She was a resident of Baltimore.

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Q. 22. You don't know just how long ago she died?

A. I know that she is dead, but I can't recall the year; and I don't know whether she died before or after her brother.

Q. 23. Was it certainly prior to 1970?

A. Yes.

Q. 24. She had no descendants either?

A. No, she had no children.

Q. 25. You've never heard of a will of either Ethel Starkey Nickerson or Louise Starkey Roberts?

A. No.

Q. 26. You never heard that there was any administration of the estate of either of those ladies?

A. No, nothing about any estate of either lady.

Q. 27. Are you familiar with the property in question at all?

A. I know that such property exists.

Q. 28. In your opinion, would it be possible or practical to divide the property among the heirs? (It is a 40-acre woodlot.) With so many heirs involved?

A. There are not very many heirs left. I think that the surviving heirs, if they were to have any equity in it, I think it would be profitable for them to share it.

Q. 29. You mean that it would be best to sell it and divide the proceeds?

A. I think so.

There being no other witnesses to be examined or further testimony to be taken, your Examiner now makes his return and certifies that he was engaged as such Examiner in taking this testimony one day and examined one witness, making the costs chargeable in this Cause as follows, to wit:

Edward Turner, Examiner	$25.00
Witness waived fee	.00
Catherine M. Higdon, Stenographer, for transcribing testimony	15.00
Total.	$40.00

Edward Turner

EXAMINER

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Auctioneer	$	5.00
Notary Public		2.00
	$	46.04
5% Treasurer's Commission		30.00
	$	76.04

The property was sold to Eugene F. Deems, Jr. at and for the sum of Six Hundred Dollars ($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 Lot 11, Block FF, Plat 6 Cloverfields being on Map 49, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $425.00, assessed to Karl F. Peters, Jr. for $11.43 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	11.43
Interest		.61
Advertising		17.00
Attorney		10.00
Auctioneer		5.00
Notary Public		2.00
	$	46.04
5% Treasurer's Commission		25.00
	$	71.04

The property was sold to Eugene F. 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, Lot 2, Block AA and Lot 17, Block FF, Plat 6 Cloverfields being on Map 49, Queen Anne's County Tax Maps, consisting of two lots. Assessed value $991.00, assessed to Thomas R. Phillips for $26.66 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	26.66
Interest		1.42
Advertising		17.00
Attorney		10.00
Auctioneer		5.00
Notary Public		2.00
	$	62.08
5% Treasurer's Commission		50.00
	$	112.08

The property was sold to Robert Wolcott at and for the sum of One Thousand Dollars ($1,000.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
758-0877

ORDER OF COURT

ORDERED, this 16th day of March 1977, by the Circuit Court for Queen Anne's County in Equity, that Howard Wood, Personal Representative of the Small Estate of Louise Tarbutton, deceased, is hereby made a party to this action and is hereby directed to defend the same in place of such decedent and to attach to her Answer a certified copy of his appointment as said Personal Representative.

B. Hackett Turner Jr.
JUDGE

FILED
MAR 16 1977

5% Treasurer's Commission	$ 162.63
	325.00
	$ 487.63

The property was sold to George F and Diane V. Kruhm at and for the sum of Six Thousand Five Hundred Dollars ($6,500.00) they being then and there the highest bidders 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 4th day of June, 1974, 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. Pardee

Notary Public
My Commission Expires:

NOTARY PUBLIC QUEEN ANNE'S CO. MD. HELEN E. PARDEE

FILED June 4, 1974

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
758-0877

State of Maryland

Letters of Administration

Small Estate No. 212

Small

To all persons who may be interested in the Estate of

LOUISE TARBUTTON, deceased:

Small

Administration of the Estate of the deceased has been granted on .....

to Howard Wood

([illegible] .....)

The appointment is in full force and effect as of this date.

(SEAL)

"VALID ONLY WITH IMPRINTED SEAL"

WITNESS:

DATED: March 14, 1977

Madlyn E. Wootten

Register of Wills for Queen Anne's County, Maryland

Marilu N. Thompson - Deputy

RW 5 (Rev. 7-71)

DEFENDANT TARBUTTON EXHIBIT

LIBER 10 PAGE 33

LIBER 9 56

TAX SALES

Under and by virtue of the authority vested in the undersigned by the laws of the State of Maryland, Acts of the General Assembly of Maryland for the year 1957, Chapter 305, applicable to the collection of State and County Taxes within Queen Anne's County, THE COUNTY TREASURER FOR QUEEN ANNE'S COUNTY hereby gives notice that the following taxes are due and owing for the State, County and Town for the years 1971-72 thru June 30, 1974 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 1974 to wit:

TUESDAY
MAY 21, 1974

the said County Treasurer
for Queen Anne's County
will proceed
at 10:00 A.M. (D.S.T.)

ON THAT DAY at the COURT HOUSE in CENTREVILLE, QUEEN ANNE'S COUNTY, MARYLAND, to offer for sale, to the highest bidder, For Cash, all of said property upon which taxes, interest, costs, fees or expenses are in arrears, and shall continue said sale on each day thereafter, legal holidays excepted, from 10 A.M. until 3 P.M. until all of said property shall have been offered and disposed of.

The said COUNTY TREASURER shall be entitled to receive a commission of five per centum on the amount of all sales made by him in pursuance of the provision of said Act, to be computed and charged as part of the expenses of such sales, and if before sale but after advertisement, the taxes, interest, and expenses chargeable to any property are paid, then the said COUNTY TREASURER shall be entitled to receive a commission of two per cent on the amount of such taxes, interest and charges for the cost of collecting same.

All properties will be sold to John D. Mickey, Sr., for $13.45 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 2nd Election District of Queen Anne's County, Maryland, located in Church Hill being designated as Parcel 129, Block 1, on Map 23, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $400, assessed to John W. Thomas for $10.76 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 2nd Election District of Queen Anne's County, Maryland, located in Church Hill being designated as Parcel 139, Block 1, on Map 23, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $229, assessed to John W. Thomas and Mary T. Gibbs for $6.16 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 2nd Election District of Queen Anne's County, Maryland, Lots 626-627, Section 2, Chester Harbor, being designated as Parcel 46, on Map 10, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value $500, assessed to Donald E. and Leilani Zeiger for $13.45 taxes in arrears plus interest, costs, and expenses to day of sale.

THIRD DISTRICT

No. 1

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 deslgnated as Parcel 109, Block 15, on Map 28, Queen Anne's County Tax Maps, consisting of 3 acres of land, more or less. Assessed value $100, assessed to Daniel Bonds Heirs for $2.69 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 3rd Election District of Queen Anne's County, Maryland, located near Burrisville being designated as Parcel 112, Block 9, on Map 28, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value $800, assessed to Samuel Bonds for interest, costs, and expenses to day of sale.

FOURTH DISTRICT

No. 2

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, Lot 20, Block M, Plat 2, Clvds., being designated on Map 49, Queen Anne's County Maps, consisting of a lot. Assessed value $754, assessed to B. Bentley Bell & Asso., Inc., for $20.28 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, Lots 6 and 7, Block EE, Plat 6, Clvds., being designated on Map 49, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value $708, assessed to Mike L. Dounan for $19.05 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 8

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, Lots 15, 16, 17, 18, Block H, Tower Gardens, being designated on Map 76, Queen Anne's County Tax Maps, consisting of 4 lots. Assessed value $6,642, assessed to Eastern Bay Construction for $178.67 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, Lot 12, Block J, Plat 3, Clvds., being on Map 49, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $200, assessed to First Fidelity Savings & Loan for $5.38 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, Lot 11, Block P, Section 2, Kent Island Estates, being on Map 70, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $756, assessed to Anthony, Jr., and Lena Fontello for $20.34 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 Anne's County, Maryland, Lots 1 and 2, Block A, Kentmoor Airpark being on Map 70, [illegible] Queen

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, Lot 8, Block B, Chesapeake Estates being on Map 63, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $11,627, assessed to Raymond H. and Nancy Meisenholdes for $312.77 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 near Stevensville being designated as Parcel 59, Block 8, on Map 63, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $2,640, assessed to Henry Morgan for $71.01 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, Lot 3, Block A, Section 1, Romancoke being on Map 76, Quen Anne's County Tax Maps, consisting of a lot. Assessed value $395, assessed to Charles M., Sr., and Myrtle J. Nace for $10.63 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 23

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, Lot 38, Block B, Plat 5, Clvds., being on Map 49, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $425, assessed to Lloyd E. and Betty L. Parn for $11.43 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 24

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, Lot 11, Block FF, Plat 6, Clvds., being on Map 49, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $425, assessed to Karl F. Peters, Jr., for $11.43 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, Lot 2, Block AA and Lot 17, Block [illegible] Plat 6, Clvds., being on Map 49, Queen Anne's County Tax Maps, consisting of a lot,

Please Note:

For the remainder of the columns, please see next page.

Charles W. Cecil, Clerk

this Court, the deferred payment to bear interest from the day of sale, and be secured to the Trustee's satisfaction, full possession to be given upon final ratification and final settlement, when taxes and public charges shall be adjusted.

5. That he shall then proceed to make such sale at the appointed time and place, upon the above terms, by public auction, to the highest bidder for said property.

6. That as soon as practicable after said sale and in no event more than thirty (30) days after the date thereof, the said Trustee shall render to the Court a full and particular report of the proceedings relative to such sale in the form required by the Maryland Rules.

7. That, upon the final ratification of said sale, and full payment of the purchase money, he shall convey unto the purchaser or purchasers thereof, by a good and sufficient deed to be executed and acknowledged agreeably to law, the property so sold to him, free, clear and discharged of all claims of the parties to this cause, or of those claiming by, through or under them or any of them.

8. That said Trustee shall bring into this Court all of the money arising from said sale to be disposed of under the direction of this Court, after deducting therefrom the costs of this proceeding and such commissions to said Trustee as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

9. And that, at the time of the first insertion or publication of the advertisement of sale above required, he shall publish in the same newspaper a notice to the creditors of Robert F. Gadd, Ethel Starkey Nickerson and Louise Starkey Roberts, all deceased, requiring them to file their claims against said decedents with the Clerk of this Court within ninety (90) days of the date of said first insertion or be excluded from participating in the proceeds of said sale.

10. That said Trustee, in addition to the published notice of sale required by paragraph #4 above, is authorized to publish notices thereof in such other newspapers or by such other means as he shall decide are reasonable.

B. Hackett Turner Jr.

JUDGE

OCT 10 1957

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 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 a lot and improvements. Assessed value $2,270, assessed to Monroe Bouldin, et al, for $61.07 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 designated as Parcel 247, Block 22, on Map 58, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $1,195, assessed to Gladys C. Cole for $32.15 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 7

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located near Wye Mills being designated as Parcel 79, Block 14, on Map 60, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $5,030, assessed to Frances L. Ford for $135.30 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 17

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located Lot 10, Gouldtown-Blakeford Rd. being designated as Parcel 66, Block 15, on Map 43, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed alue $1485, assessed to Harrison and Betty E. Smith for $39.95 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 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 a lot and improvements. Assessed value $2,465, assessed to Thomas and Vera M. Smith for $66.31 taxes in arrears plus interest, costs, and expenses to day of sale.

V. Green, Heirs, for $25.56 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 near 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 $7,223, assessed to George E. Holloway for $194.30 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 10

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located Lot 11, Block E, Char-Nor Manor being designated as Parcel 76, Block 6, on Map 4, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $450, assessed to Jo-Al Leisure Homes Corp. for $24.87 (1971-72) and $12.11 (1972-73) and $12.11 (1973-74) 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 Char-Nor Manor, 31 Lots being designated as Parcel 76, Block 6, on Map 4, Queen Anne's County Tax Maps, consisting of 31 lots. Assessed value $3,100, assessed to Orelco Corporation for $83.39 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 Lot 13, Block E, Char-Nor Manor being designated as Parcel 76, Block 6, on Map 4, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $450, assessed to Orelco Corporation for $12.11 taxes in arrears plus interest, costs, and expenses to day of

No. 15

All that lot or parcel of land lying and being in the 7th 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 a lot. Assessed value $450, assessed to Galen E. and Virginia

Please Note:

For the remainder of the columns, please see next page.

Charles W. Cecil, Clerk

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber C.W.C. No. 2, folio 122, 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-seven.

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

3

IN THE MATTER OF THE TAX SALES IN QUEEN ANNE'S COUNTY, MARYLAND, FOR THE YEAR 1974, OF PROPERTIES ASSESSED TO THE FOLLOWING: HORACE AND EMILY WINCHESTER; JOHN W. THOMAS; JOHN W. THOMAS AND MARY T. GIBBS; DONALD E. AND LEILANI ZEIGER; DANIEL BONDS HEIRS; SAMUEL BONDS; JOHN W. BROWN; THEODORE B. AND LAURA B. MOORE; CARRIE WALKER; B. BENTLEY BELL & ASSOC., INC.; MIKE L. DOUNAN; EASTERN BAY CONSTRUCTION; FIRST FIDELITY SAVINGS & LOAN; JOSEPH GIORDANA, ET AL; GEORGE A. AND JUDY ANN ILLI; EDNA E. LYNCH AND ELIZABETH ELLIS; CHARLES M. SR. AND MYRTLE J. NACE; LLOYD E. AND BETTY L. PARN; KARL F. PETERS, JR.; THOMAS R. PHILLIPS; DAVID A. AND BARBARA A. POSTON; GILBERT AND EILEEN YINGLING; VIRGINIA S. GLANDING.	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY NO. 5555

* * * * *

ORDERED, this 5th day of June, 1974, 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 5th day of August, 1974, 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 12th day of June, 1974, and ending on the 3rd day of July, 1974.

AND the report states amount of sale to be $32,000.00

B. Hackett Turner Jr.
JUDGE

FILED: June 5, 1974

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
758-0877

5. That your Trustee believes that the ratification of said private sale would be to the advantage of all parties interested, owing to the uncertain access above mentioned as well as the uncertainty and expense of a public auction.

6. That the Buyer has complied with the terms of sale.

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

Respectfully submitted,

Howard Wood

(Howard Wood) Trustee

5

IN THE MATTER OF THE TAX SALES IN QUEEN ANNE'S COUNTY, MARYLAND, FOR THE YEAR 1974, OF PROPERTIES ASSESSED TO THE FOLLOWING: HORACE AND EMILY WINCHESTER; JOHN W. THOMAS; JOHN W. THOMAS AND MARY T. GIBBS; DONALD E. AND LEILANI ZEIGER; DANIEL BONDS HEIRS; SAMUEL BONDS; JOHN W. BROWN; THEODORE B. AND LAURA B. MOORE; CARRIE WALKER; B. BENTLEY BELL & ASSOC., INC; MIKE L. DOUNAN; EASTERN BAY CONSTRUCTION; FIRST FIDELITY SAVINGS & LOAN; JOSEPH GIORDANA, ET AL; GEORGE A. AND JUDY ANN ILLI; EDNA E. LYNCH AND ELIZABETH ELLIS; CHARLES M. SR. AND MYRTLE J. NACE; LLOYD E. AND BETTY L. PARN; KARL F. PETERS, JR. THOMAS R. PHILLIPS; DAVID A. AND BARBARA A. POSTON; GILBERT AND EILEEN YINGLING; VIRGINIA S. GLANDING.	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY NO. 5555

* * * * *

ORDERED, this 6th day of August, 1974, 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 21st day of May, 1974, 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:

Horace and Emily Winchester	-	First Election District
John W. Thomas	-	Second Election District
John W. Thomas and Mary T. Gibbs	-	Second Election District
Donald E. and Leilani Zeiger	-	Second Election District
Daniel Bonds Heirs	-	Third Election District
Samuel Bonds	-	Third Election District
John W. Brown	-	Third Election District
Theodore B. and Laura B. Moore	-	Third Election District
Carrie Walker	-	Third Election District
B. Bentley Bell & Assoc., Inc.	-	Fourth Election District
Mike L. Dounan	-	Fourth Election District
Eastern Bay Construction	-	Fourth Election District
First Fidelity Savings & Loan	-	Fourth Election District
Joseph Giordana, et al	-	Fourth Election District
George A. and Judy Ann Illi	-	Fourth Election District
Edna E. Lynch and Elizabeth Ellis	-	Fourth Election District
Charles M. Sr. and Myrtle J. Nace	-	Fourth Election District
Lloyd E. and Betty L. Parn	-	Fourth Election District

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
758-0677

CHARLES E. ANTHONY, JR.
CENTREVILLE, MARYLAND
21617

October 8, 1977

Mr. Howard Wood
Attorney at Law
Centreville, Maryland 21617

Re: Gadd Woodlot Appraisal

Dear Mr. Wood:

In accordance with your request I have made an appraisal of the Abraham J. Gadd woodlot located on the south side of Sawmill Road in the First Election District of Queen Anne's County, Maryland. Deed reference is SCD 4/118.

This property is unimproved woodland with no road frontage. Access would be by an undesignated right of way across the land of others. An estimate of marketable timber is attached. A copy of a survey is also attached.

Highest and Best Use: Wooded building site contingent upon satisfactory right of way for vehicler and utilities and percolation or as a wooded area for the growing of trees and hunting.

Valuation Method: The Market Approach to value will be used wherein sales of comparable woodland in the area will be considered.

Market Data:

Sale #1:

Benjamin Hager to Charles Luisa. 23 acres wooded in First District, Tax Map 14, Block 20, Parcel 27. Deed dated January 17, 1976, recorded CWC 101/106. Consideration $11,576 or $503 per acre. About 800 feet of frontage on Pete Everett Road.

Sale #2:

Robert J. Johnson to John W. Keegan. 33 acres wooded in First District, Tax Map 32, Block 7, Parcel 13. Deed dated March 14, 1975, recorded CWC 91/621. Consideration $9,500 or $287 per acre. About 1,700 feet frontage on Will Smith Road.

TRUSTEE'S EXHIBIT B
LIBER 10 PAGE 63

LIBER 9 64

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

ESTELLA G. COOPER, Chester, Maryland PLAINTIFF,	*	In the Circuit Court for
vs.	*	Queen Anne's County,
BLANCHE COLEMAN, a/k/a Blanche Young 725 George Street Baltimore, Maryland and	*	in Equity
RUSSELL SNOWDEN, Little Creek Chester, Maryland DEFENDANTS	*	Cause No. 5493

Td. $25.00
P. 54536

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Oratrix complaining, says:

1. That Blanche E. Watkins, late of Queen Anne's County, Maryland, died intestate on September 23, 1940, leaving surviving her as her heirs Charles H. Watkins, her husband, who is now deceased, and five (5) children, namely: Estella G. Cooper, Plaintiff herein, Ethel Davis (now Ethel Royal), Mildred Watkins and James Frederick Watkins, and Mary W. Coleman, who is now deceased. Plaintiff, Estella G. Cooper, was her mother's Administratrix (for the real estate herein described) in Estate No. 2830 in the Orphans' Court of Queen Anne's County;

2. That said Blanche E. Watkins died seized and possessed of the following described improved residential real estate:

ALL that lot or parcel of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, in the State of Maryland, in Coxes' Neck, and designated as Lot No. 6, having a frontage on Main Avenue of sixty (60') feet with a depth of one hundred fifty (150') feet, adjoining lands of or formerly of Georgianna Henry and Jeremiah Hazelton.

BEING the same and all of the land which was granted to Blanche E. Watkins by J. J. Bunch by deed dated December 17, 1901, and recorded among the land records of said Queen Anne's County in Liber J.E.G., No. 3, folio 251.

A photocopy of said deed record is filed herewith as part of this bill, marked "Plaintiff's Exhibit A".

3. That said Charles H. Watkins died intestate, a resident of Queen Anne's County, on March 9, 1948, leaving surviving him as his heirs the same five (5) children above named. Plaintiff, Estella G. Cooper, was her father's Administratrix (for his interest in said real estate) in Estate No. 2831 in the Orphans' Court of Queen Anne's County.

A copy of the appraiser's qualifications is attached.

I certify that I have no interests in the subject property or other interests that would influence my statement of value.

Very truly yours,

Charles E. Anthony, Jr.
Appraiser

CEA, Jr:mvw

Enclosures

LIBER 9 66

Mrgt Land & Grantor of W. E. Wheeler on May 26-1903

Queen Anne's County, to wit: Be it remembered that on the nineteenth day of May in the year Nineteen Hundred and Two the following deed was brought, to be recorded, to wit:

This Deed, made this 17th day of Dec 1901. by J. J. Bunch of Rock Hall, Kent Co. Md. Witnesseth that in consideration of the sum of Twenty Dollars the said J. J. Bunch do thereby grant and convey to Blanche E. Watkins of Queen Anne's Co. State of Maryland, the following tract or parcel of land on Kent Island, in Cases Neck, and designated as Lot No. 6, a quantity of lots surveyed and sold by Samuel J. Walters Aug 30/1890 to Benjamin F. Willson conveyed by said Benjamin F. Willson & wife to the said J. J. Bunch, said lot having a frontage on Main avenue of said lots of 60 ft. with a depth of 150 ft. in fee simple.

Witness my hand and seal this day of Decr 1901.

Test: Julian E. Bryan

J. J. Bunch
Virginia Bunch

State of Maryland, Queen Anne's County, Sct:

Thereby certify that on this 17 day of Dec in the Nineteen hundred and One 1901, before me the subscriber a Justice of the Peace of said in and for Queen Anne's County personally appeared J. J. Bunch and acknowledged the foregoing Deed to be his respect act.

Julian E. Bryan JP.

PLAINTIFF'S EXHIBIT A

Filed Nov. 8, 1913

costs, transfer tax and recordation tax stamps and notary fees incident to the transfer of this property, plus any title examination and/or guarantee he may desire.

Full possession of the premises shall pass to the Buyer upon making final settlement and at the time of passing of title, when all taxes on the property shall be adjusted between the parties.

If the Seller shall be unable to give title or to make conveyance as above provided, then the Seller shall use reasonable diligence to remove any title defect or disability and the time for the consummation of this agreement shall be extended sixty (60) days. Should the Seller be unable to remove such title defect or to make conveyance as herein provided within such time, then the initial $100.00 deposit made under this Contract and said reasonable title examination fees shall be thereupon refunded and this Contract of Sale shall become null and void without further liability upon the Buyer or the Seller.

The parties hereto covenant that this Contract of Sale shall be performed in the manner and at the times herein provided for the performance of the same, and shall bind and inure to the benefit of themselves, their respective heirs, personal representatives, successors and assigns, and is executed in duplicate originals.

Time shall not be deemed of the essence of this Contract of Sale.

WITNESS the hands and seals of the parties hereto:

TEST:

Catherine M. Nigdon — Howard Wood (SEAL)
(Howard Wood) Trustee

SELLER

A.A. Woodland — William M. Knight (SEAL)
(William M. Knight)

BUYER

LIBER 10 PAGE 67

TO HAVE AND TO HOLD the right title, interest and estate of the grantors in and to said real estate unto and to the use of the said Estella G. Cooper, her heirs and assigns, ~~in fee~~ simple, forever.

AND the said Ethel Royal and James Frederick Watkins 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 give such other and further assurances of their respective undivided interests in said land and premises as may be requisite.

WITNESS the hands and seals of the grantors:

TEST:

Charlotte A. Severa — Ethel Royal (SEAL)
(Ethel Royal)

Charlotte A. Severa — James Frederick Watkins (SEAL)
(James Frederick Watkins)

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

On this the 6th day of November, 1973, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Ethel Royal, 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.

Charlotte A. Severa
Notary Public
My Commission expires: July 1, 1974

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

On this the 6th day of November, 1973, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared James Frederick Watkins, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In Witness whereof, I hereunto set my hand and official seal

Charlotte A. Severa
Notary Public
My Commission expires: July 1, 1974

Filed: November 8, 1973

ORDER NISI ON SALE
L. DAMON GADD, et al.
Plaintiffs
vs.
MARTHA ROLPH, et al
Defendants

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 5698

ORDERED, this 21st day of October, 1977, that the sale of the real property, made and reported in this cause by Howard Wood, Trustee, be ratified and confirmed, on or after the 21st day of November, 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 14th day of November, 1977.

The report states the amount of sales to be $19,000.00.

Charles W. Cecil
Clerk

Filed: October 21, 1977
True Copy, Test:
Charles W. Cecil, Clerk
By: Betty M. Comegys
Deputy Clerk

10-26-3-R.O.

November 8 19 77.

THIS IS TO CERTIFY, That the annexed

Order Nisi (Damon Gadd) 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 21st day of Nov. 1977.

BAY PUBLISHING CORPORATION
Publishers

By Ann Pardue

RECEIVED
CLERK, CIRCUIT COURT
1977 NOV -9 PM 1:29
QUEEN ANNE'S COUNTY

TO HAVE AND TO HOLD the right, title, interest and estate of the grantor in and to said real estate unto and to the use of the said Estella G. Cooper, her heirs and assigns, in fee simple, forever.

AND the said Mildred Watkins does hereby covenant that she has not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted and conveyed, that she will warrant specially the property hereby granted and conveyed, and that she will give such other and further assurances of her respective undivided interests in said land and premises as may be requisite.

WITNESS the hand and seal of the grantor:

TEST:

John Edward Hagle M.W. Mildred Watkins (SEAL)
(Mildred Watkins)

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

On this the 5th day of November, 1973, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Mildred Watkins, 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.

John Edward Hagle
Notary Public
My Commission expires:
July 1974

Filed Nov 8, 1973

NOTICE TO CREDITORS

All creditors of Robert F. Gadd, Ethel Starkey Nickerson and Louise Starkey Roberts, all deceased, are hereby notified that they must file their claims against said decedents with the Clerk of the Circuit Court for Queen Anne's County in Equity within ninety (90) days from November 2, 1977, or be excluded from participating in the proceeds of the undivided interests of said decedents in the real estate known as the Abraham J. Gadd woodlot, containing forty (40) acres, more or less, lying in the First Election District of Queen Anne's County, Maryland.

(Howard Wood)
Trustee in
Chancery Cause No. 5698
Entitled
"L. Damon Gadd, et al.,
Plaintiffs, vs.
Martha Rolph,
et al., Defendants"
11-2-1-R.O.

November 18 ..... 19 77

THIS IS TO CERTIFY, That the annexed

.Notice .To.Creditors..(.Gadd)..... was inserted in the **QUEEN ANNE'S RECORD OBSERVER,** a newspaper printed and published in Queen Anne's County, Md., once in each of .....1..... successive weeks before the ....2..... day of Febuary 78 ..... 19....

BAY PUBLISHING CORPORATION
Publishers

"printed on the 2nd day of November '77"

By Rheginal. Welch

RECEIVED
CLERK, CIRCUIT COURT
1977 NOV 28 PM 1:34
QUEEN ANNE'S COUNTY

LIBER 9 72

Summons served on Russell Snowden (Coleman) and a copy of the summons, bill of complaint and exhibits A thru C left with Russell Coleman Snowden this 9th day of November, 1973.

George B. Sharp
Sheriff for Queen Anne's County

Cy 5493

Bill of Complaint
Exhibits A thru C

ESTELLA G. COOPER

vs.

BLANCHE COLEMAN and
RUSSELL SNOWDEN

In the Circuit Court for Queen Anne's County

No. 5493 in Equity

Judgment

Int. from

Costs

Credits

Recorded in Liber _____ folio _____

Mr. Charles W. Cecil, Clerk

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

You will please issue to December return day for Blanche Coleman also known as Blanche Young, and change titling of case accordingly, with no change of address.

Howard Ward
Attorney for Plaintiff

FILED Nov 30, 1973

In the Matter of the Trust Estate for and in behalf of HARRIET McK. GIBSON Created under and by the Terms and Provisions of the Last Will and Testament of William McKenney, deceased, and the Codicils thereto.	In the Circuit Court for Queen Anne's County in Equity. Cause No. 2124.

To the Honorable, the Judges of said Court:-

The Petition of William McKenney, William L. Holton and Clayton Wright, Surviving Administrators cum testamento annexo of William McKenney, late of Queen Anne's County, State of Maryland, deceased, to your Honors respectfully shows:-

1. That heretofore, to wit:- on the twenty third day of July, in the year eighteen hundred and ninety seven, William McKenney, late of Queen Anne's County aforesaid, departed this life in said County, seized and possessed of a large and valuable estate, real and personal, and leaving a last will and testament bearing date the 12th day of May, 1883; a codicil thereto bearing date the 15th day of December, 1888; a second codicil thereto bearing date the 22nd day of September, 1894; a third codicil thereto bearing date the 16th day of February, 1897; and a fourth codicil thereto bearing date the 14th day of July, 1897; which said last will and testament and said several codicils thereto were duly admitted to probate by the Orphans' Court for Queen Anne's County and are now of record in the Office of the Register of Wills for said county in Liber F. R. No. 2, folios 29, &c., a will record book for Queen Anne's County aforesaid, a duly certified copy of which said last

NON-EST AS TO BLANCHE COLEMAN- UNKNOWN AT GIVEN ADDRESS.- John W Anderson

Frank J Kelly
SHERIFF

said last will and testament, devised all his real estate, except the farm devised by him to his wife, Evelyn J. McKenney, and bequeathed certain personal estate therein mentioned, unto his Executors, and the successors and survivors of them, to be held by them, for the purposes fully set forth in his said last will and testament and for the benefit of his children, until the partition of his estate should be made by this Honorable Court and Trustees be appointed by this Court to receive, have, hold, manage, farm and to farm let the respective shares and distributive parts thereof of his children, as provided by his said will; that pursuant to the aforesaid devise, the Administrators took charge of and, since the grant of the aforesaid Letters of Administration cum testamento annexo to them, managed, carried on and rented, all the said real estate and collected and received the rents, issues and profits thereof and of said personal estate; and that after the death of the said Wrightson L. Lowe, your Petitioners, the said Sruviving Administrators cum testamento annexo, have continued to manage, carry on and rent the same and to collect and receive the rents, issues and profits thereof up to the present time.

4. That the personal estate of the said William McKenney, deceased, has been fully administered by the said Administrators and Surviving Administrators, and that all the debts due and owing by said deceased which were proved against his estate in the said Orphans' Court or which were known to them, together with the costs of administration and of carrying into practical operation the provisions of said last will and testament, have been fully paid by said Administrators and Surviving Administrators, as directed by said will; and that all the rents, issues, profits and income of every kind which have been received by them from the real and personal estate of the said testator, remaining after the application by them of so much thereof as was necessary to complete the payment of the debts

LIBER 9 76

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BALTIMORE CITY, MD.

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QA

NON-EST
John W Anderson

Frank J Selby
SHERIFF

Chy No 5493

6,

Estella G. Cooper

vs.

Blanche Coleman a/k/a
Blanche Young
and
Russell Snowden

In the Circuit Court for Queen Anne's County

No. 5493 in Equity

Judgment

Int. from

Costs

Credits

Recorded in Liber _____ folio _____

Mr.

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

You will please reissue for Blanche Coleman a/k/a Blanche Young at the same address, 12th Floor, Apt E.

Howard Wood
Attorney for Plaintiff

Filed Dec. 11, 1973

said children being given the power, however, to dispose of their said respective shares of said estate by last will and testament, free, clear and discharged of said trust.

6. That pursuant to the aforesaid direction, your Petitioners, the said William McKenney, William L. Holton and Clayton Wright, Surviving Administrators as aforesaid, together with William McKenney, one of the children of said testator, in his individual capacity, in a cause in this Court wherein they are the Plaintiffs and Maria M. McKenney and others are Defendants, being Cause No. 2120 on the Chancery Docket of this Court, have filed their Bill of Complaint praying for the passage of a decree by this Honorable Court for the partition, allotment and division of the real estate and personal property described in said Bill of Complaint and of which the said testator died seized and possessed, among the persons entitled thereto according to their respective interests as set forth in said Bill and in accordance with the provisions of said last will and testament, as will fully appear by reference to the aforesaid Bill of Complaint.

7. That in the partition, allotment and division of the said real estate and personal property to be made under the proceedings in the aforesaid Chancery Cause No. 2120, your Petitioners are advised and charge that, under the provisions of said last will and testament and as set forth in thedsaid Bill of Complaint, there will be allotted to Harriet McK. Gibson, daughter of said testator, and one of the seven children mentioned in his said last will and testament, a one-seventh part of his said real estate and personal property, subject to the said trust engrafted thereon by said last will and testament and the codicils thereto, the same to be held as aforesaid by a Trustee to be appointed by this Honorable Court.

LIBER 9 78

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SHERIFF'S OFFICE
DEC 12 3 31 PM '73
BALTIMORE CITY, MD.

725 - George Street
12 E - 12/14/73
9 [illegible]

Chg No 5493
Q #
P 2

Pro + Bofe

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Summoned Blanche Coleman AKA Blanche Young,
and a Copy of the Process with a Copy of the Bill of Complaint left
with the Defendant, at 725 George Street, at 8:59 o'clock
A M. on the 15th day of December, 1973, in the presence
of John W Anderson

Frank J Rely
Sheriff

Fee 8.00

said one-seventh part of said real and personal estate to be allotted as aforesaid to the said Harriet McK. Gibson, in accordance with the terms, provisions and directions contained in the said last will and testament;

3. That this Honorable Court may name the penalty and approve the bond to be executed by said Trustee for the safe, secure and proper management of the duties of his said trust, and to be filed by him in this cause;

4. And that your Petitioners may have such other and further relief as their case may require.

And as in duty bound, &c.

Thos. Kennard

Wm. L. Holton

Clayton Wright

Surviving Administrators cum testamento annexo of William McKenney, late of Queen Anne's County, State of Maryland, deceased.

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

I hereby certify that on this 23rd day of January, in the year nineteen hundred and fifteen, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared William McKenney, William L. Holton and Clayton Wright, Surviving Administrators cum testamento annexo of William McKenney, late of Queen Anne's County, State of Maryland, deceased, and each made oath in due form of law that the matters and things stated in the aforegoing Petition are true as therein set forth to the best of their knowledge and belief.

Wm. F. Watson, Clerk

LIBER 9 80

10

ESTELLA G. COOPER,	*	In the Circuit Court
Plaintiff	*	for
vs.	*	
BLANCHE COLEMAN, A/K/A BLANCHE COLEMAN YOUNG and RUSSELL SNOWDEN,	*	Queen Anne's County in Equity
Defendants	*	Cause No. 5493

TESTIMONY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The solicitor for the Plaintiff, Howard Wood 3rd, 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 30th day of January, 1974, in the law office of Howard Wood 3rd, in the town of Centreville, Queen Anne's County, Maryland, at the hour of 11:00 o'clock A.M., there being present Estella G. Cooper, Plaintiff, Claude Lowery, a witness called by the plaintiff, Howard Wood 3rd, the solicitor for the plaintiff, and proceeded to take the following testimony, having sworn the witnesses and Cathy Nehring, stenographer, to wit:

In the Matter of the Trust Estate for and in behalf of HARRIET McK. GIBSON Created under and by the Terms and Provisions of the Last Will and Testament of William McKenney, deceased, and the Codicils thereto.	In the Circuit Court for Queen Anne's County in Equity. Cause No. 2124.

ORDER OF COURT.

The aforegoing Petition and Exhibits, and the assent thereto of Harriet McK. Gibson, having been read and considered, IT IS ADJUDGED, ORDERED AND DECREED, this First day of February, in the year nineteen hundred and fifteen, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that jurisdiction be and it is hereby assumed by this Court over the share or portion of the real and personal estate of William McKenney, late of Queen Anne's County, Maryland, deceased, to be allotted, as set forth in the aforegoing Petition, in trust to the said Harriet McK. Gibson under the proceedings in this Court entitled "William McKenney, William L. Holton and Clayton Wright, Surviving Administrators cum testamento annexo of William McKenney, late of Queen Anne's County, State of Maryland, deceased, and William McKenney, in his individual capacity, vs. Maria M. McKenney and others", being Cause No. 2120 on the Chancery Docket of this Court, and over the trust engrafted thereon by the last will and testament of the said William McKenney, deceased, and the codicils thereto.

And it is further ADJUDGED, ORDERED AND DECREED that William McKenney of Queen Anne's County, State of

Filed Feby 2nd 1915

Q. 16. Who were her heirs?

A. Her son and daughter, Russell Snowden, and Blanche Coleman, or Blanche Coleman Young.

Q. 17. Now, at the time of your mother's death, what real estate did she own?

A. In Chester, Maryland, Cox Neck Road.

Q. 18. Is there a house?

A. The same house.

Q. 19. Do you live there?

A. Yes, sir.

Q. 20. Mrs. Cooper, I show you a paper marked "Plaintiff's Exhibit A", and ask you whether or not this a copy of the deed to your mother?

A. Yes, that is it.

Q. 21. That is your mother's deed?

A. Yes.

(At this time, a photocopy of the deed from J. J. Bunch to Blanche E. Watkins dated December 17, 1901, marked"Plaintiff's Exhibit A" was admitted in evidence and marked "Examiner's Exhibit A".)

Q. 22. Mrs. Cooper, I show you a paper marked "Plaintiff's Exhibit B" and ask you whether or not this a copy of a deed to you. Is this a deed to you or not?

A. Yes.

Q. 23. Who is it from?

A. Ethel Royal and James Frederick Watkins.

Q. 24. So that is a copy of a deed to you from your sister, Ethel Royal, formerly Ethel Davis, and your brother, James Frederick Watkins, for all their interest in this same property?

A. Yes.

Q. 25. Mrs. Cooper, I show you a copy of a paper marked "Plaintiff's Exhibit C" and ask you what is that a copy of?

A. (She reads deed)

Q. 26. So that is a copy of a deed from your sister Mildred Watkins for all her interest in this same real estate?

A. Yes.

(At this time, 2 papers just identified by the witness were entered in evidence and marked "Examiner's Exhibits B & C.)

And it is further ordered that the said Trustee be and he is hereby directed to report annually to this Court the condition of his said trust estate, together with a statement of his receipts and disbursements as Trustee as aforesaid.

W. H. Elakins

#3

Claude Lowery, the second witness of lawful age, having been duly sworn, deposes and says:
(Questions by Mr. Howard Wood)

Q. 1. Mr. Lowery, will you state your name and address for the record.

A. Claude Lowery, Marling Farms, Chester, Maryland.

Q. 2. How long have you been a resident of Kent Island?

A. Seventy-two years.

Q. 3. Are you a landowner?

A. Yes, I own some land.

Q. 4. You have been County Commissioner, and also County Treasurer, and also Supervisor of Assessments for Queen Anne's County.

A. Yes, I have.

Q. 5. State whether or not you are familiar with the property Mrs. Cooper has described in testimony known as the Blanche Watkins' heirs homestead.

A. Yes, I was raised down Cox Neck, and I know it. I did go down there and inspect the property since I was going to tax a value on it, I thought I should look at it.

Q. 6. When did you go there?

A. It was the later part of 1973.

Q. 7. What is your opinion of the fair market value at the present time of this real estate? and do you think it could be subdivided?

A. I would say $2,000.00 is, and I can say say that it could not be subdivided. In my opinion, it would be impossible to subdivide the lot.

Q. 8. What about the size of the lot?

A. You could not build another house on it. I don't think it could be possibly divided.

Q. 9. You checked the dimensions of the lot?

A. I got mine from a card in the Assessments office and found it to be 60' by 150'; so that in my opinion, the property could not be divided.

Q. 10. What about the house?

A. No I don't think so. If you divide it up, the house is not big enough for each of them to take a part of it, and there isn't enought land to divide.

C.L. Claude Lowery

In the name of God, Amen !

I, William McKenney, of Queen Anne's County, State of Maryland, do make, publish and declare this as and for my last will and testament.

First, and principally, I do will and direct that all my just debts, including cost of administration and carrying into practical operation the provisions of this will, shall be paid, and to that end do will and direct the sale of all my personal estate and effects, exclusive of my bank stock, building association stock, my household furniture at my dwelling house in Centreville and such articles as I shall hereinafter specifically or otherwise dispose of.

Secondly, In case it shall be absolutely necessary, and not otherwise, I do will and direct the sale of such of my real estate to pay and discharge my debts as my executors hereinafter named may select, choose and determine on, in the exercise of their best judgment, looking to the best interests of my devisees under this will and governed in their selection thereof by such considerations as remoteness of situation and consequent difficulty of oversight and management, unproductiveness and consequent unprofitableness, expensiveness of keeping in repair, availability for the purposes of sale, &c.

In the third place; I do give and devise unto my dear wife, Evelyn J. McKenney, in case she shall survive me, in lieu of and in full satisfaction of her dower estate and interest in my real and personal estate an annuity of the clear sum of Two Thousand Dollars, to be paid to her in semi-annual instalments from the date of my decease, so long as she shall live and to be a lien and charge on all my real estate, excepting the "Walnut Grove Farm" and Rye Patch Field and such Real Estate, if any, as may be sold to pay debts, &c., as hereinbefore provided;

In the fourth place; I do give and devise unto my dear wife, Evelyn J. McKenney, in case she shall survive me, in recognition of her sweet and kindly disposition towards me and my children as exem-

Proof Sam B Granting [illegible] Mary 26-1903

LIBER 9 86

Queen Anne's County, to wit: Be it remembered that on the nineteenth day of May in the year Nineteen Hundred and Two the following Deed was brought, to be recorded, to wit:

This Deed, made this 17th day of Dec 1901, by J. J. Bunch of Rock Hall, Kent Co. Md. Witnesseth that in consideration of the sum of Twenty Dollars the said J. J. Bunch do thereby grant and convey to Blanche E. Watkins of Queen Anne's Co. State of Maryland, the following tract or parcel of land on Kent Island, in Cades Neck, and designated as Lot No. 6, a quantity of lots surveyed and sold by Samuel J. Walters Aug 30/1890 to Benjamin F. Willson conveyed by said Benjamin F. Willson & wife to the said J. J. Bunch, said lot having a frontage on Main Avenue of said lots of 60 ft. with a depth of 150 ft. in fee simple.

Witness my hand and seal this day of Decr 1901.

Test: Julian E. Bryan

J. J. Bunch

Virginia Bunch

State of Maryland, Queen Anne's County, Sct:

Thereby certify that on this 17 day of Dec in the Nineteen hundred and one 1901, before me the subscriber a Justice of the Peace of said in and for Queen Anne's County personally appeared J. J. Bunch, and acknowledged the foregoing Deed to be his respect. act.

Julian E. Bryan JP.

Examined & Exhibit A

PLAINTIFF'S EXHIBIT A

FILED Feb 6 1974

In the eleventh place, It is my wish and desire that my wife and children shall continue to live together as a family as long as may be mutually desirable, convenient and practicable, upon such terms as to the support and management thereof as they may agree among themselves to be fair, right and equitable, and that if this mode of living is carried out that so long as it shall continue, those for the time, being forming part of the family, shall hold and use their respective proportions of my household and kitchen furniture for the uses of the family.

In the twelfth place, In case of my decease before the decease of Aunt Harriet I do give unto her a generous support and maintenance out of my estate, supplementary to and after the exhaustion of her own income, and also that her burial expenses on the same scale as that of her brothers before her, shall be taxed to and defrayed out of my estate also.

In the thirteenth place; It is my will and desire, in case of my decease before my sister, Annie Tilghman, that she shall not be required to pay any monies due to me for advances made her (this is understood not to embrace monies paid to her on account, which are to be charged up against her as credits) but all the evidences for actual advances made her and held by me shall be released and delivered to her, and I do further more will and direct that she shall be paid annually out of my estate the sum of Five Hundred Dollars as long as she lives in semi-annual instalments from the date of my decease.

In the fourteenth place, I do give and devise unto my son, John McKenney, my Home Place in Centreville as now held and constituted, subject nevertheless to the trusts by this will engrafted on all my Real Estate, with power by and with the advice and consent of his Trustee for the time being to dispose of, sell and grant such outlying portions thereof as he may deem proper and desirable. I also empower, John McKenney, if he shall prefer not to have said Home Place and any one of my other children shall desire to have and possess it, with the consent of such other child, to substitute

TO HAVE AND TO HOLD the right title, interest and estate of the grantors in and to said real estate unto and to the use of the said Estella G. Cooper, her heirs and assigns, in fee simple, forever.

AND the said Ethel Royal and James Frederick Watkins 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 give such other and further assurances of their respective undivided interests in said land and premises as may be requisite.

WITNESS the hands and seals of the grantors:

TEST:

Charlotte A. Severa — Ethel Royal (SEAL)
(Ethel Royal)

Charlotte A. Severa — James Frederick Watkins (SEAL)
(James Frederick Watkins)

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

On this the 6th day of November, 1973, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Ethel Royal, 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

Charlotte A. Severa
Notary Public
My Commission expires: July 1, 1974

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

On this the 6th day of November, 1973, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared James Frederick Watkins, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In Witness whereof, I hereunto set my hand and official seal

Charlotte A. Severa
Notary Public
My Commission expires: July 1, 1974

FILED Feb 6, 1974

same shall have been consummated, and in said application to the Court to embody an application for the appointment of suitable Trustees for my several and respective children who will accept the several trusts in their respective behalfs, to receive, have, hold, manage, farm and to farm let and rent their several and respective estates as hereinafter more specifically set forth, and to name the penalty and approve the bond to be given by said several Trustees for the safe, secure and proper management of the duties of their respective trusts. And I do request and empower said Circuit Court from time to time when occasion shall require it, from death, resignation or inability to act, or any other cause, to appoint and substitute new Trustees during the continuance of the trusts hereby engrafted on my property and estate, and it is my wish and desire that my children shall be consulted by the Court in the selection of their respective Trustees so far as the Court shall adjudge safe, right and proper, but no further.

In the seventeenth place; I do will and direct that my Executors shall hold as aforesaid until the appointment and qualification of Trustees as aforesaid my Real Estate and the respective shares and proportions thereof of my several and respective children and that thereafter their several and respective Trustees shall have, hold, manage, farm and to farm let their several and respective shares and proportions thereof as follows, to wit:- incase of my sons, in trust to have, hold, manage, farm rent and to farm let the same as to one-half part thereof until and as they shall severally and respectively arrive at twenty five years of age, when the trust as to said half part shall cease and determine and the Trustee in the case shall according to the original valuation thereof in the division between my children deliver over to, yield up and surrender to said son arriving at twenty five years of age said half part of his share of my Real Estate-- as to the other half part thereof until they shall severally and respectively arrive at thirty years of age, when the trust as to said remaining half shall cease and determine in like manner and the said Trustee of the son so arriving at thirty

TO HAVE AND TO HOLD the right, title, interest and estate of the grantor in and to said real estate unto and to the use of the said Estella G. Cooper, her heirs and assigns, in fee simple, forever.

AND the said Mildred Watkins does hereby covenant that she has not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted and conveyed, that she will warrant specially the property hereby granted and conveyed, and that she will give such other and further assurances of her respective undivided interests in said land and premises as may be requisite.

WITNESS the hand and seal of the grantor:

TEST:

John Edward Hughes M.W. Mildred Watkins (SEAL)
(Mildred Watkins)

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

On this the 5th day of November, 1973, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Mildred Watkins, 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.

JOHN EDWARD HUGHES NOTARY PUBLIC BALTIMORE CITY

John Edward Hughes
Notary Public
My Commission expires:
July 1974

FILED Jan 6, 1974

of my children without issue and without the exercise of the power of disposition by last will and testament given by this will, I do will, direct and devise that his or her share of my Real Estate shall devolve upon and become the estate and property of the survivor or survivors free, clear and discharged of the trust engrafted on the same by this will and I do hereby empower any one and all of my children in case of his or her death after twenty one years of age and during the continuance of the trust engrafted on his or her estate by this will to dispose of the same by last will and testament free, clear and discharged of said trust.

In the nineteenth place. I do give, will and bequeath all my personal estate, including my bank stock, building association stock, surplus of personal estate directed to be sold after payment of my debts, &c., if any, surplus of Real Estate authprized to be sold, if any sold and there exists any surplus, after equalizing my son, William, and my daughter, Hattie, with my other children by first paying to them thereout respectively a sum of money equivalent to what my other children have or shall receive from their grandmother's estate, (or under the will of Mrs, Dall) to be divided equally among all my children, but nevertheless to be held by my Executors until the appointment and qualification of the respective Trustees of my children, and then by said several Trustees of my children in trust for their use and benefit and in case of the death of any one or more of them leaving issue, for the benefit of said issue, as in the case of their several and respective shares of my Real Estate- and the same to invest and reinvest from time to time, and the income thereof to pay over to my said several children or in case of their death with issue as aforesaid, to their issue as incase of the income from my Real Estate as hereinbefore provided, and with like powers of disposition by last will and testament as to the corpus of the fund or income as in case of their respective shares of my Real Estate, and in

case of the death of any one or more of them without leaving issue surviving at the time of his or her death and without a last will nor testament, to the survivor or survivors of them as in case of their respective shares of my Real Estate.

In the twentieth place. By and with the advice and by the decree of the Circuit Court for Queen Anne's County in Equity, on proper and satisfactory proof, I do hereby empower any one or more of the respective Trustees of my respective children, if advantageous to the best interest of his or their certui qui trusts, at any time to sell the respective share of my Real Estate of his or their respective cestui qui trust and the proceeds thereof to have, hold, manage and invest for the benefit of his or their cestui qui trust as provided in case it had remained land and subject to the same devolution of title or power of disposition by the cestui qui trusts, excepting the Home Place or the dwelling in Centreville, with such adjacent land in front, in the rear and on either side thereof as properly belongs thereto, which I do not wish sold or disposed of during the period covered by the trust applicable thereto and which I would prefer should not be so sold so long as it can be retained by the one who shall become entitled under the provisions of this will, wishing it to remain in the family.

In the twenty first place. I would prefer in case my daughter, Ella, can not conveniently from any cause, removal from Queen Anne's County and remoteness of residence therefrom, delicate health, family cares, &c., take charge, keep and raise my daughter, Hattie, that my wife, Evelyn J. McKenney, shall have the charge of her, as also that my wife shall have the charge of my son, William, in case his sister Maria from any cause shall not be able to assume or discharge that duty, and I do furthermore will and direct that my son, William, shall be liberally educated and fitted and prepared to enter on some one of the learned professions as may more nearly suit his natural aptitude and the peculiar bent of his mind, and I

do also give and devise absolutely to each one of my children the sum of Two Hundred Dollars to be paid to them respectively and to be expended by them in the purchase or procurement of some souvenir of myself and their mother.

Lastly, I do hereby name and appoint John B. Brown, Philemon B. Hopper and John McKenney to be the Executors of this my last will and testament, clothing them with full powers to carry into operation and effect its terms and provisions, including the necessary power of sale of my Real Estate, if absolutely necessary to sell any thereof to pay debts, and I do expressly charge that my Bank stock and Building Association stock shall not be sold or disposed of to pay debts, but shall be preserved as a permanent investment for the benefit of my children as hereinbefore provided, and it is also my desire and I do so will and direct that my town property shall be excepted from the powers of sale herein contained and that from its greater facility of management it shall be retained as a permanent investment for my children under the provisions of this will, and I also desire and direct that in case of the decease of my wife previous to my decease the real estate hereinbefore devised to her in fee shall be divided and allotted among my children as part and parcel of the bulk of my Real Estate as hereinbefore provided; as also in case said devise in fee shall fail to go into effect the said devise in fee being hereby made contingent on the consent of my wife, Evelyn J. McKenney, to abide by the provisions, bequests and devises in this will contained and the contract and agreement between us made and entered into in reference thereto.

As witness my hand and seal this twelfth day of May, 1883.

Wm. McKenney, (Seal)

Signed, sealed and declared by the above named Testator, William McKenney, as and for his last will and testament, in our

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

J. J. Hall
J. Fletcher Rolph
Wm. L. Holton.

Queen Anne's County, Sct: 29th day of July, A. D., 1897. | Then came J. J. Hall, J. Fletcher Rolph and William L. Holton, subscribing witnesses to the foregoing last will and testament of William McKenney, late of the county aforesaid, deceased, and made oath on the Holy Evangely of Almighty God that they did see the estattor therein named sign and seal the said will, that they heard him publish, pronounce and declare the same to be his last will and testament, and that at the time of his so doing he was to the best of their apprehension of sound and disposing mind, memory and understanding, and that they respectively subscribed their names as witnesses to said will, in the presence and at the request of the said testator and in the presence of each other.

Finley Roberts,
Register of Wills for Queen
Anne's County.

I, William McKenney, of Queen Anne's County, State of Maryland, do make, publish and declare this as and for a Codicil to my last will and testament.

Item 1st. I do hereby reaffirm and republish my said last will made by me and dated on the 12th day of May, 1883, except as herein and hereby altered, changed or modified.

Item 2nd. I do hereby name, substitute and appoint W. L. Holton, my son-in-law, as one of the Executors of my said last will and this codicil in place and stead of my friend, P. B. Hopper, named and appointed by the last clause of my will referred to and increase the number of said executors by adding thereto my friend, W. L. Lowe, of Queen Anne's County, being induced to make these changes by the altered condition of circumstances transpiring since the execution of the will referred to and large increase in my real estate possessions, the substitution of W. L. Holton being regarded by me to some extent as a matter of propriety and right and more especially intended as an expression of confidence in and regard for him as the Husband of my Daughter, Hennie, and the selection and appointment of W. L. Lowe being based on the fact of my knowledge of him as a practical and experienced Farmer, and of such freedom from public business pursuits as will enable him to give that attention to the management of my Real Estate as it will necessarily require.

Item 3rd. I do hereby alter and modify the provisions of the 17th clause of my will in reference to the estates given to my two sons as follows, to wit:-

It is now my will and desire that at the age of twenty five if they or either of them shall have attained that age at my decease or as soon thereafter as they or either of them shall attain that age, the one so attaining said age shall be entitled to have in possession and in absolute control, management and disposal and free from any trust one-fourth of the estate given to him by my

Will and not one-half thereof as hereinbefore provided in said 17th clause of my will. This alteration to apply to each of my sons at my decease and their arrival at 25 years of age. and as to the residue of the estates given to them or the remaining three-fourths thereof, it is my will and desire and I do hereby provide and direct that the same shall be subject in each case to a trust similar in every respect to the trusts engrafted in said 17th clause of my will on the devises to my several daughters, hereby revoking the discretionary powers therein given to the Trustees to have charge of the estates given to my two sons and hereby revoking the provisions of said 17th clause providing for investing them with possession, &c., at 30 years of age as provided, &c.

And as to said remaining three fourths of the estates given to my two sons I do hereby make applicable all the provisions of my will as to devolution of title and power ... to devise as are applicable to the estates given to my Daughters.

Item 4th. I amend the 18th clause of my will in that part which provides that in case of death of any one or more of my children, without issue his or her portion shall go to the survivor or survivors of them by this additional provision and explanation, that the terms Survivor or Survivors of them shall be intended to include and shall embrace the issue or descendants of any deceased child or children, the issue to take such part as the parent or parents whuld have taken in case he or she should have survived.

Item 5th. I do hereby revoke so much of the last clause of my Will as suggests or enjoins the keeping of my town property therein referred to as in the nature of a permanent investment owing to the altered condition of circumstances relating to the management and renting of said property and excepting the Home Place proper and the Corner Brick Store subject the same to the same power of

disposition by the Trustees having the same in charge with the sanction of the Court as is provided in the 20th clause of my will in relation to my other Real Estate.

Item 6th. I desire it clearly understood that the one-fourth of the Estate given to each of my two sons, to be possessed and controlled by them on their arrival at twenty five years of age and after my decease, is after my decease and their arrival at twenty five years of age (and not until then) an absolute fee simple estate,- and until that time is subject to all the provisions of the trusts engrafted on the remaining three-fourths thereof and to the same devolution of title and the same power of disposition by last Will.

Item 7th. I desire also to explain that the Tea Service left in the 6th Item of my will to my daughter, Ella, is not the solid silver service since acquired by me.

As witness my hand and seal this 15th day of December, 1888.

Wm. McKenney. (Seal)

Signed, sealed and published and declared to be a codicil to his last will and testament by William McKenney, the above named Testator, in our presence and in the presence of each of us, who in his presence and in the presance of each of us and at his request have hereunto subscribed our names as attentive witnesses thereto.

Pere T. Forman

Ezekiel M. Forman.

Queen A nne's County, Sct: 29th day of July, A. D., 1897.

Then came Pere T. Forman and Ezekiel M. Forman, subscribing witnesses to the aforegoing codicil to the last will and testament of William McKenney, late of said county, deceased, and made oath on the Holy Evangely of Almighty God that they did see the testator therein named sign and seal the said Codicil as and for a codicil to his last will and testament, that they heard him publish, pronounce and declare the same to be his codicil to his last will and testament and at the time of his so doing he was to the best of their apprehension of sound and disposing mind, memory and understanding and that they reppectively subscribed their names as witnesses to said codicil to said last will and testament in the presence of and at the request of the said testator, and in the presence of each other.

Finley Roberts,
Register of Wills for Queen Anne's County

This is the second codicil to the last will and testament of me, William McKenney, of Queen Anne's County, State of Maryland, which is dated the twelfth day of May, in the year eighteen hundred and eighty three; Whereas John B. Brown was by my said will nominated and appointed one of the executors thereof and I now desire to revoke and annul his nomination and appointment as Executor thereof.

Now, therefore, it is my will that the nomination and appointment of the said John B. Brown, as one of the executors of my said will shall be, and it is hereby, revoked and annulled, and it is my will that Dr. J. K. H. Jacobs, of Kent Co., in the State of Maryland, shall be, and he is hereby, appointed and substituedd as one of the executors of my said will in the place of the said John B. Brown, with same powers and authority as though he had been originally named as executor in my said will. In all other respects I confirm my said will and the first codicil thereto, emphasizing the wish in said will expressed that my daughter, Hattie, shall be cared for by, and remain with, my wife as long as my said daughter shall remain unmarried, being satisfied by a married life of over fifteen years with my present wife that my said daughter's happiness and welfare will be promoted by her observance of this wish.

In testimony whereof I have hereunto subscribed my name and affixed my seal this twenty second day of September, in the year eighteen hundred and ninety four.

William McKenney. (Seal)

Signed, sealed, published and declared by William McKenney, in our presence as and for a second codicil to his last will and testament dated the twelfth day of May, in the year eighteen hundred and eighty three, who, at his request and in his presence, and in the presence of each other, have subscribed our names as witnesses thereto.

E. M. Forman

Clayton Wright

P. B. Hopper.

#15.

Queen Anne's County, Sct: 29th day of July, A. D., 1897/

Then came E. M. Forman, Clayton Wright and P. B. Hopper, subscribing witnesses to the foregoing codicil to the last will and testament of William McKenney, late of said county, deceased, and made oath on the Holy Evangely of Almighty God that they did see the testator therein named sign and seal the said codicil as and for a codicil to his last will and testament; that they heard him publish, pronounce and declare the same to be a Codicil to his last will and testament; and that at the time of his so doing he was to the best of their apprehension of sound and disposing ming, memory and understanding and that they respectively subscribed their names as witnesses to said codicil to said last will and testament in the presence and at the request of the said testator amd in the presence of each other.

Finley Roberts,
Register of Wills for Queen
Anne's County.

Whereas, I, William McKenney, of Queen Anne's County, State of Maryland, made a will, dated the twelfth day of May, in the year eighteen hundred and eighty three, to which I desire to make additions, now I declare this to be a codicil thereto as follows, viz:- In addition to the executors named in my said will and the codicils thereto, I hereby appoint my son, William McKenney, Jr., one of the executors of my said will and codicils thereto, hereby conferring upon him all the powers, authority and duties conferred by my said will and codicils thereto equally with them and as fully as if he had been appointed at the time and in the manner they were nominated. It is my will, and I hereby direct that, before entering upon the discharge of the duties devolving upon them as such exeoutors, all the executors named in my said will and the codicils thereto shall give bond for the faithful performance of their exeoutorship with some trust Company authorized by the laws of Maryland to beoome

surety on such bonds, as surety thereon.

It is my will, and I hereby direct that all accounts, evidences of debt, and charges that I may have and hold at the time of my death against my son, William McKenney, Jr., or against any other of my children, shall be considered as part of my estate and collected by my executors; it being my intention that all such accounts, evidences of debt and charges shall be paid to my estate either by actual payment of same, or by charging same to, and thereby lessening, the interest and share in my estate of the child against whom I may hold, or make, them.

In testimony whereof I hereunto set my hand and seal on this sixteenth day of February, in the year eighteen hundred and ninety seven.

Wm. McKenney, (Seal)

Signed, sealed, published and declared by the above named testator, William McKenney, in the presence of us, who, at his request and in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses thereto.

J. F. Rolph,
Spencer Wright,
Spencer Newnam.

Queen Anne's County, Sct: 29th day of July, A. D. 1897.

Then came J. Flethcer Rolph, Spencer Wright and Spencer G. Newnam, subscribing witnesses to the foregoing codicil to the last will and testament of William McKenney, late of said county, deceased, and made oath on the Holy Evangely of Almighty God that they did see the testator, therein named, sign and seal the said codicil as and for a codicil to his last will and testament; that they heard him

publish, pronounce and declare the same to be a codicil to his last will and testament and that at the time of his so doing he was to the best of their apprehension of sound and disposing mind, memory and understanding and that they respectively subscribed their names as witnesses to said docicil to said will and testament in the presence of and at the request of said testator and in the presence of each other.

Finley Roberts,
Register of Wills for Queen
Anne's County.

I, William McKenney, of Queen Anne's County, State of Maryland, having made my last will and testament bearing date the twelfth day of May, in the year eighteen hundred and eighty three, do now make, publish and declare this codicil to be taken as part of the same.

First. Desiring to provide for the comfortable support of my wife, Evelyn J. McKenney, and my two unmarried daughters, Maria M. McKenney and Harriet McKenney, pending the settlement of my estate and the division of my property under the terms and directions of my said will and testament and the codicils thereto, I dedicate to that purpose, and give and bequeath unto my wife, Evelyn J. McKenney, and my two unmarried daughters, Maria M. McKenney and Harriet McKenney, the rents, issues, income and profits of my two farms in Queen Anne's County, known as the "Doctor Wright Farm", now carried on by Mrs. Georgie Shortall (wife of Thomas F. Shortall) and the "Wye Farm", now carried on by John Bishop, to the extent and amount of thirty six hundred dollars, which may be unpaid at the time of my death, and if the same shall not be sufficient to pay to them the whole of said amount, the deficiency shall be made up and paid

out of the rents, issues, income and profits from said two farms accruing after my death as the same become due and collectible, until the whole of said amount shall be paid them. And I hereby direct the executors named in my said will and testament and codicils, to collect the said rents, issues, income and profits as promptly as possible and pay the same over, as soon as received and without delay, to my said wife and two above named unmarried daughters, in equal sums to each of them, until the said sum of thirty six hundred dollars shall have been paid to them, for their use and support while my estate shall be in the course of administration and pending the division of my property among my widow, children, heirs at law, legatees and devisees. The rents, issues, income and profits so paid over for their support shall be charged against the respective interests, proportions and shares in my estate awarded to my said wife and two unmarried daughters, named therein, in the division of my property, it not being my intention to increase or enlarge their share, or the share of any of them in my estate thereby, but only to provide for them the means of support and maintenance while my estate is being administered, settled and divided. I have not made similar provision for my other children because they are married and have sources of dependence and support independent of my estate, and are not compelled to rely upon me as those named herein are. I desire this codicil to be clearly understood as not making any distinction between my children. It is simply intended to protect those dependent upon me from possible embarrassment that cannot meet the others.

Second. In the 21st item of my said last will and testament, dated as herein above said, I have expressly charged that my "bank stock and Building Association Stock shall not be sold or disposed of for payment of debts but shall be preserved as a permanent investment for the benefit of my children", I hereby revoke so much of said 21st item as relates to my [redacted]ilding Association Stock, (but only so much as relates thereto) and now will and direct that the

executors named in my said will and codicils thereto, may, at their option, preserve my Building Association Stock as a permanent investment of sell or dispose of the same for the payment of debts, they to act in preserving or selling said stock in that manner which seems to them for the best interests of my estate.

Third. I hereby ratify and confirm my said last will and testament bearing date the 12th day of May, 1883, and the codicils *thereto, heretofore* made, in every respect, save so far as the same are inconsistent with this codicil.

In testimony whereof I have hereunto subscribed my name and set my seal, to this codicil to my last will and testament this fourteenth day of July, in the year eighteen hundred and ninety seven.

William McKenney (SEAL)

Signed, sealed, published and declared by the said William McKenney as and for a codicil to his last will and testament in the presence of us, who, at his request, in his presence and in the presence of each other, have hereunto subscribed our names as witnesses.

Spencer Wright

Spencer G. Newnam.

Queen Anne's County, Sct. | Then came Spencer Wright and

29th day of July, 1897. | Spencer G. Newnam, subscribing witnesses to the foregoing codicil to the last will and testament of William McKenney, late of said county, deceased, and made oath on the Holy Evangely of Almighty God that they did see the testator therein named sign and seal said codicil as and for a codicil to his last will and testament; that they heard him publish, pronounce and declare the same as and for a codicil to his last will and testament; and that at the time of his so doing he was to the best of their apprehension of sound and disposing mind, memory and understanding and that they respectively subscribed their names as wit-

nesses to said codicil to said last will and testament in the presence of and at the request of the said testator and in the presence of each other.

Finley Roberts,
Register of Wills for
Queen Anne's County.

Queen Anne's County, Sct. | Then came William L. Holton and
29th day of July, A. D.,1897. | William McKenney, two of the

Executors by the codicils to the last will and testament of William McKenney, late of said county, deceased, appointed, and made oath on the Holy Evangely of Almighty God that they do not know any other will of the said William McKenney, other than the foregoing instrument of writing, and that they do not know of any other codicils to the last will and testament of said William McKenney, deceased, other than the foregoing instrument of writing.

Finley Roberts,
Register of Wills for
Queen Anne's County.

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

The Register of Wills for Queen Anne's County doth hereby certify that the within and aforegoing is a true and perfect copy of the last will and testament of William McKenney, late of Queen Anne's County, State of Maryland, deceased, and of the four codicils thereto, and of the probate thereof as filed in this Office and as recorded in Liber F. R. No. 2, folios 29, &c., a will record book for Queen Anne's County aforesaid on file in the Office of the Register of Wills for said county.

In testimony whereof I hereunto subscribe my name and affix the seal of the Orphans' Court for Queen Anne's County this fourteenth day of January, in the year nineteen hundred and fifteen.

William T. Bishop
Register of Wills for Queen
Anne's County, Maryland.

#21

KNOW ALL MEN BY THESE PRESENTS that we, William McKenney, of Queen Anne's County, State of Maryland, as principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly authorized by its charter to become sole surety on bonds, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of TWENTY THOUSAND DOLLARS ($20,000.00), to be paid to the said State of Maryland or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this Seventeenth day of November, in the year nineteen hundred and fifteen,

WHEREAS the Circuit Court for Queen Anne's County in Equity, by its decree passed on the twenty-third day of January, nineteen hundred and fifteen, in the Cause in said Court entitled "In the Matter of the Trust Estate for and in behalf of Harriet McK. Gibson Created under and by the terms and provisions of the last will and testament of William McKenney, deceased, and the codicils thereto", being Cause No. 2124 on the Chancery Docket of said Court, assumed jurisdiction over the share or portion of the real and personal estate of William McKenney, late of Queen Anne's County aforesaid, deceased, to be allotted to Harriet McK. Gibson, subject to the trust engrafted thereon by the last will and testament of said William McKenney, deceased, and the codicils thereto, under the proceedings in said Court entitled "William McKenney, William L. Holton and Clayton Wright, Surviving Administrators cum testamento annexo of William McKenney, late of Queen Anne's County, State of Maryland, deceased, and William McKenney, in his individual capacity, vs. Maria M. McKenney, and others", being Cause No. 2120 on the Chancery Docket of said Court, and over the trust engrafted on said share or portion of said real and personal estate by said last will and

testament and the codicils thereto;

AND WHEREAS by its said Decree passed in said Cause No. 2124, the said Court appointed the said William McKenney Trustee, with full power and authority to execute the aforesaid trust created and engrafted as aforesaid upon the said share or portion of said real and personal estate to be allotted as aforesaid to the said Harriet McK. Gibson, in accordance with the terms, provisions and directions contained in the said last will and testament of William McKenney, deceased, and the codicils thereto, and as set forth in said Decree;

AND WHEREAS the aforesaid share or portion of said real and personal estate directed by said last will and testament and the codicils thereto to be allotted to the said Harriet McK. Gibson, subject to the trust engrafted thereon as aforesaid, has been, in the Report and Return of the Commissioners filed in said Chancery Cause No. 2120, duly allotted to the said Harriet McK. Gibson, to be held by the said William McKenney, the Trustee as aforesaid and his successor or successors in the said trust, subject to the trust engrafted thereon by the said last will and testament, for the benefit of the said Harriet McK. Gibson and in trust for the purposes in said last will and testament and the codicils thereto mentioned, the several parcels of real estate and personal property constituting said allotment of said share or portion being set forth and described in said Report and Return of the Commissioners as "Divsion and Allotment No. 4", which said Report and Return of the Commissioners was finally ratified and confirmed by said Court by its order and decree passed in said Chancery Cause No. 2120 on the sixth day of November, nineteen hundred and fifteen;

AND WHEREAS the said William McKenney has accepted the aforesaid trust and this bond is executed in compliance with the directions contained in the said Decree passed by said Court in said Chancery Cause No. 2124;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William McKenney do and shall, in accordance with the terms and provisions of the said last will and testament of William McKenney, late of Queen Anne's County, State of Maryland, deceased, and the codicils thereto, safely, securely and properly manage the duties of his said trust, and do and shall well and faithfully perform and execute the trust reposed in him by said Decree or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of:-

Thos. J. Keating

Wm McKenney (SEAL.)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND,

ATTEST:-

W. T. Bisbee
Asst. Secretary.

PER Richard Leonard
Vice Pres.

Approved this 22nd day of November 1915 by the Circuit Court for Queen Annes County in Equity

W. H. Adkins

LIBER 10 PAGE 107

#3.

In the Matter of the Trust Estate for and in behalf of Harriet McK. Gibson Created under and by the Terms and Provisions of the Last Will and Testament of William McKenney, deceased, and the Codicils thereto.	In the Circuit Court for Queen Annes County in Equity. Cause No. 2124.

To the Honorable, the Judges of said Court:-

The Petition and Suggestion of Harriet McK. Gibson of the State of New York, beneficiary for life under the Trust Estate in the above entitled proceedings, to your Honors respectfully states:-

1- That heretofore, to wit:- on the twenty-third day of July, in the year eighteen hundred and ninety-seven, William McKenney, late of Queen Annes County aforesaid, departed this life in said County, seized and possessed of a large and valuable estate, real and personal, and leaving a last Will and Testament bearing date the 12th day of May, 1883; a Codicil thereto bearing date the 15th day of December, 1888; a second Codicil thereto bearing date the 22nd day of September, 1894; a third Codicil thereto bearing date the 16th day of February, 1897; and a fourth Codicil thereto bearing date the 14th day of July, 1897, which said last Will and Testament and said several Codicils thereto were duly admitted to probate by the Orphans Court for Queen Annes County and are now of record in the office of the Register of Wills for said County in Liber F. R. No.2 folios 29 &c., a Will Record Book for Queen Annes County aforesaid, a duly certified copy of which said last Will and Testament and of said Codicils thereto and of the probate thereof, marked "Exhibit No. 1", is filed in these proceedings.

2- That on the 23rd day of January, in the year 1915, this Honorable Court, upon the petition of said beneficiary, Harriet McK. Gibson, passed and order assuming jurisdiction over the share or portion of the real and personal estate to which the said beneficiary was entitled under the terms and provisions of the last Will and Testament of her father, William McKenney, late of Queen Annes County, deceased, and the Codicils thereto, and in said order assuming jurisdiction did appoint William McKenney, a brother of your Petitioner, as Trustee with full power and authority to execute the trust created by said Will in reference to the property to which your Petitioner was entitled under the said Will of her said father, William McKenney, and allotted to your Petitioner, Harriet McK. Gibson, under the proceedings in this Court entitled "William McKenney, William L. Holton and Clayton Wright, surviving executors cum testamento annexo of William McKenney, late of Queen Annes County, State of Maryland. deceased, and William McKenney, in his individual capacity, vs Maria M. McKenney and others", being Cause No. 2120 on the Chancery Docket of this Court.

3- That the said William McKenney, brother of your Petitioner, accepted the said Trust, filed an approved bond in the penalty of Twenty Thousand Dollars, and performed his duties as Trustee from the time of his appointment as aforesaid to the 4th day of June, in the year 1921, upon which said last mentioned date her said brother, William McKenney, departed this life and it now becomes necessary and expedient that a new Trustee or Trustees be appointed in the place and stead of the said William McKenney, the deceased Trustee as aforesaid, with full power and authority to execute the Trust heretofore executed and performed by the said William McKenney.

4- That Accounts and Reports have been made by the aforesaid Trustee, annually since his appointment as aforesaid, and the last Report was duly filed by said Trustee and duly approved by this Court on the 26th. day of April, in the year 1921, said last mentioned Report including Receipts and Disbursements for the year 1920 and showing certain crops on hand of the said year 1920 and undisposed of, as will appear by reference to said Report and Account.

5- That your Petitioner desires to respectfully suggest her husband, Robert F. Gibson, and Charles M. West for appointment as Trustees in these proceedings in the place in stead of the said William McKenney deceased Trustee as aforesaid.

Your Petitioner therefore prays:-

1- That this Honorable Court may appoint the said Robert F. Gibson and Charles M. West as Trustees with full power and authority to execute the aforesaid Trust in the place and stead of the said William McKenney, deceased Trustee as aforesaid, in accordence with the terms contained in the said last Will and Testament of said William McKenney, her deceased father, and the Codicils thereto.

2- And that your Petitioner may have such other and further relief as her case may require.

And as in Duty Bound &c.

Harriet F. McKenney Gibson

Solicitor for Petitioner.

In the Matter of the Trust Estate for and in behalf of Harriet McK. Gibson Created under and by the Terms and Provisions of the last Will and Testament of William McKenney, deceased, and the Codicils thereto.	In the Circuit Court for Queen Annes County in Equity. Cause No. 2124.

The aforegoing Petition and Suggestion having been read and considered, It Is Thereupon, this 25th day of June, in the year Nineteen Hundred and Twenty-one, by the Circuit Court for Queen Annes County, in Equity, and by the authority of said Court, ADJUDGED, ORDERED AND DECREED that Robert F. Gibson and Charles M. West - - - - - - - - - - - - - - - - - -

be and they are hereby appointed Trustees in the above Cause, entitled, "In the Matter of the Trust Estate for and in behalf of Harriet McK. Gibson Created under and by the Terms and Provisions of the last Will and Testament of William McKenney, deceased, and the Codicils thereto", Chancery No. 2124, in the place and stead of William McKenney, former Trustee now deceased, with full power and authority to execute the Trust engrafted upon the share or portion of the real and personal property allotted to the said Harriet McK. Gibson in the allottment and division of the real and personal estate of her deceased father, William McKenney, in accordence with the terms, provisions anddirections contained in the last Will and Testament of said William McKenney, deceased, and the Codicils thereto, as allotted unto the said Harriet McK. Gibson, in the cause in said Court wherein William McKenney and others are Plaintiffs and Maria M. McKenney and others are Defendants, said cause being Chancery No. 2124 on the Chancery Docket of this Court; and with full power and authority to receive, have, hold, manage, rent, farm and farm let the said real and personal estate so as aforesaid allotted to the said Harriet McK. Gibson in accordence with the provisions of said last Will and Testament and said Codicils thereto, the said Trustees to have in charge in trust for the benefit of the said Harriet McK. Gibson and, after making the necessary expenditures for the keeping of said property in order and repair and keeping up the fertility of the farm land according to the rules of a provident husbandry, to receive and collect the rents and income therefrom and to pay over the net rents, profits and income therefrom, after deducting the costs and commissions incident to the trust, to the said Harriet McK. Gibson personally and after her decease, within the limits of the trust, to her issue as provided in said last Will and Testament; and that before proceeding to act as Trustees as aforesaid the said Robert F. Gibson and Charles M. West - - - - - - - shall file with the Clerk of this Court a Bond to the State of Maryland, executed by themselves and by a surety to be approved by this Court, the Surety to be approved by the Clerk thereof, in the penalty of Twenty Thousand Dollars, conditioned for the faithful performance and execution of the trust reposed in them by this decree or that may be reposed in them by any future decree in the premises, and for the safe, secure and proper management of the duties of said trust in accordence with the terms and provisions of said last Will and Testament of William McKenney, deceased, and the Codicils thereto.

And it is further ordered that the said Trustees be and they are hereby directed to report to this Court, within the period of sixty days from the date of this order, the present condition of the trust estate in these proceedings and to report annually to this Court the condition of said trust estate together with a statement of their Receipts and Disbursements as Trustee.

Filed June 27th 1921 W.N. Adkins

KNOW ALL MEN BY THESE PRESENTS, that we, Robert F. Gibson of the State of New York and Charles M. West of Queen Annes County, State of Maryland, as principals, and the New Amsterdam Casualty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of TWENTY THOUSAND DOLLARS 9$20,000.00), to be paid to the said State of Maryland or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this Twenty-fourth day of June, in the year Nineteen Hundred and Twenty-one.

Whereas the Circuit Court for Queen Annes County, in Equity, by its decree passed on the 23rd day of January, 1915, in the cause in said Court entitled "In the Matter of the Trust Estate for and in behalf of Harriet McK. Gibson Created under and by the Terms and Provisions of the last Will and Testament of William McKenney, deceased, and the Codicils thereto", assumed jurisdiction over the share or portion of the real or personal estate of William McKenney, late of Queen Annes County aforesaid, deceased, allotted to the said Harriet McK. Gibson, subject to the trust engrafted thereon by the last Will and Testament of said William McKenney, deceased, and the Codicils thereto under the proceedings in said Court entitled "William McKenney, William L. Holton and Clayton Wright, surviving administrators cum testamento annexo of William McKenney, late of Queen Annes County, State of Maryland, deceased, and William McKenney, in his individual capacity vs Maria M. McKenney and others", being cause No. 2120 on the Chancery Docket of said Court, and over the trust engrafted on said share or portion of said real and personal estate by said last Will and Testament and the Codicils thereto;

And, Whereas, by its said decree passed in said Cause No 2124 the said Court appointed William McKenney Trustee, with full power and authority to execute the aforesaid Trust created and engrafted as aforesaid upon said share or portion of said real and personal estate allotted as aforesaid to the said Harriet McK. Gibson, in accordence with the terms, provisions and directions contained in the said last Will and Testament of William McKenney, deceased, and the Codicils thereto, and as set forth in said decree;

And, Whereas, the said William McKenney, the said original Trustee, on the Fourth day of June, in the year Nineteen Hundred and Twenty-one, departed this life and the said Court by its decree passed in said Chancery Cause No. 2124 on the Twenty-fourth day of June, in the year Nineteen Hundred and Twenty-one, appointed the said Robert F. Gibson and the said Charles M. West Trustees in the place and stead of the said William McKenney, the said original Trustee now deceased, with full power and authority to execute the aforesaid Trust created and engrafted as aforesaid upon the said share or portion of the real and personal estate allotted as aforesaid Harriet McK. Gibson.

Now the condition of the above obligation is such that if the above bounden Robert F. Gibson and Charles M. West do and shall, in accordence with the terms and provisions of the said last Will and Testament of William McKenney, late of Queen Annes County, State of Maryland, deceased, and the Codicils thereto, safely, securely and properly manage the duties of said Trust, and do and shall well and faithfully perform and execute the Trust reposed in them by said decree passed as aforesaid on the Twenty-fourth day of June, in the year Nineteen Hundred and Twenty-one, or that may be reposed in them by any future order or decree in the premises, then the above obligation to be void; otherwise to be and remain in full force and virute in law.

Signed, Sealed and Delivered in the presence of:

x Charles A. Coughlin
as to Robert F. Gibson.

Thos. J. Keating
as to Charles M. West.

Attest:

Assistant Secretary

R.F.G. Robert F. Gibson (SEAL)

Chas. M. West (SEAL)

"New Amsterdam Casualty Company"

by

Vice-President

LIBER 10 PAGE 111

IN THE MATTER OF THE TRUST ESTATE FOR AND IN BEHALF OF HARRIET McK. GIBSON

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

Cause No. 2124

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Robert F. Gibson, Surviving Trustee in the above entitled cause, unto your Honors, respectfully shows:

1. That a part of the corpus of this trust estate consists of the tract of land or farm, known as the "Big Oak Farm", situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, near the town of Centreville, on the right or north side of the public road leading from Hibernia into Corsica Neck, containing 151.7 acres of land, more or less, which said farm is fully described by metes and bounds, courses and distances, in the contract of sale thereof hereinafter mentioned, being "Parcel 12" of the real estate described in a cause in this Court entitled "William McKenney, etc., Plaintiffs, vs. Maria M. McKenney, et al., Defendants," being Cause No 2120 on the Chancery Docket of this Court, in which said Chancery Cause No. 2120 certain real estate of which the said William McKenney, late of Queen Anne's County aforesaid, died seized and possessed was partitioned and allotted as therein shown, the said tract of land or farm hereinbefore described and known as "The Big Oak Farm" having been awarded and allotted unto the said Harriet McK. Gibson under and by the terms and provisions of the last will and testament of the said William McKenney, deceased, and the codicils thereto.

2. That by the provisions of Item Twenty of the said last will and testament of the said William McKenney, deceased, he, the said William McKenney, empowered any one or more of the respective trustees of his respective children, by and with the advice and by the decree of this Court, on proper and satisfactory proof, if advantageous and to the best interest of his or their cestui qui trust, at any time, to sell the real estate of his or their cestui qui trust, and to have, hold, manage and invest the proceeds thereof for the benefit of his or their cestui qui trust the same as if the said proceeds had remained land, subject to the same devolution of title or power of disposition by the cestui qui trust.

3. That your trustee, the petitioner, on DECEMBER 5, 1946, entered into a contract to sell said farm, subject to the approval and ratification of this Honorable Court, to Howard K. Lane and Isabel B. Lane, his wife, Of Queen Anne's County, State of Maryland, at and for the sum of Six Thousand Dollars ($6,000.00) of which said total purchase price your trustee has received the sum of Six Hundred Dollars ($600.00), which he is holding on deposit pending this Court's order upon this petition and pending final settlement under said Contract of Sale, the balance of said purchase price, or the sum of Five Thousand Four Hundred Dollars ($5,400.00), being payable under said Contract at the time of final settlement thereunder, upon the date of final ratification of said sale by this Court, or upon such subsequent date as may

be agreeable to your trustee and to said Purchasers. All of the terms of sale are fully set forth in said Contract of Sale, one of the originals of which said Contract of Sale, which was executed in duplicate, has been marked "Big Oak - Exhibit 1", and is filed herewith as a part hereof.

4. That your trustee believes said purchase price of Six Thousand Dollars ($6,000.00) is an excellent price therefor, that in the judgment of your trustee it would be advantageous and to the best interest of his cestui que trust that the aforesaid Contract of Sale be ratified by this Honorable Court; and your trustee files herewith, as a part of this petition, marked "Big Oak - Exhibit 2", the certificate of two owners of real estate in Queen Anne's County, who are familiar with real estate values in the locality in which said farm is situate, indicating that it would be advantageous to make said sale at the aforementioned price of Six Thousand Dollars ($6,000.00).

Your petitioner therefore prays this Honorable Court to pass an order ratifying said Contract of Sale and authorizing, directing and empowering your trustee, the petitioner, to make settlement under the aforesaid Contract of Sale and to make sale of said tract of land or farm known as the Big Oak Farm unto the said Howard K. Lane and Isabel B. Lane, his wife, at and for the said sum of Six Thousand Dollars ($6,000.00), upon the terms set forth in said contract, and that your petitioner may be further authorized, directed and empowered, upon payment of the entire purchase money therefor, to grant and convey the said tract of land or farm known as the Big Oak Farm unto the said Howard K. Lane and Isabel B. Lane, his wife, by a good and sufficient deed.

And as in duty bound, etc.,

Robert F. Gibson
Trustee.

STATE OF VIRGINIA)
) TO WIT:
ALBEMARLE COUNTY)

I HEREBY CERTIFY that on this 19th day of March 1947, before me, the subscriber, a Notary Public of the State of Virginia, in and for Albemarle County aforesaid, duly commissioned and qualified according to law, personally appeared Robert F. Gibson, the trustee mentioned in the aforegoing petition, and made oath in due form of law, that the matters and facts set forth in the aforegoing petition are true as therein stated, to the best of his knowledge and belief.

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

Harris B. Deans
Notary Public.

My Commission Expires March 17, 1949

Filed Aug. 1, 1947

IN THE MATTER OF THE TRUST ESTATE FOR AND IN BEHALF OF HARRIET McK. GIBSON

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

Cause No. 2124

DECREE

The aforegoing Petition and affidavit, and the Contract of Sale and the Certificate of Value accompanying the same, having been read and considered, IT IS THEREUPON, this 1st day of August, in the year nineteen hundred forty-seven, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, ADJUDGED, ORDERED AND DECREED that Robert F. Gibson, surviving Trustee in the above entitled cause, be and he is authorized, empowered and directed to make sale to the said Howard K. Lane and Isabel B. Lane, his wife, of the tract of land or farm, known as the "Big Oak Farm", described in the aforegoing Petition, at and for the sum of Six Thousand Dollars ($6,000.00); and the said Trustee is hereby authorized, empowered and directed, upon the payment to him of the balance of Five Thousand Four Hundred Dollars ($5,400.00) due under said Contract of Sale upon said purchase price, and not before, to grant and convey unto the said Howard K. Lane and Isabel B. Lane, his wife, as tenants by the entireties, and/or to such person or persons as they may designate, in fee simple, the said tract of land or farm, known as the "Big Oak Farm".

AND IT IS FURTHER ADJUDGED, ORDERED AND DECREED that the said Trustee, upon receipt of the balance of the purchase money due as aforesaid, shall pay from the gross proceeds of sale of Six Thousand Dollars ($6,000.00) the costs of the proceedings relating to said sale and a commission to himself for making said sale as per the rule of this Court, and shall invest the balance of said gross proceeds of sale then remaining in his hands for the benefit of his cestui que trust, subject to the same devolution of title as if the proceeds had remained land.

Wm. R. Harney
Judge

Filed Aug. 1. 1947

THIS CONTRACT OF SALE, made this 5th day of DECEMBER, in the year nineteen hundred forty-SIX, by and between Robert F. Gibson, Surviving Trustee for Harriet McK. Gibson, of Albemarle County in the State of Virginia, party of the first part, hereinafter called "Seller", and Howard K. Lane and Isabel B. Lane, his wife, of Queen Anne's County in the State of Maryland, parties of the second part, hereinafter called "Purchasers";

WITNESSETH THAT, subject to the approval and ratification of the Circuit Court for Queen Anne's County, in Equity, the Seller does hereby agree to sell unto the Purchasers, and the Purchasers do hereby agree to buy of the Seller, at and for the sum of Six Thousand Dollars ($6,000.00), upon the terms hereinafter set forth, all of the following described real estate, to wit:

ALL that tract of land or farm, called or known as the "Big Oak Farm" situate, lying and being in the Third Election District of Queen Anne's County in the State of Maryland, near the town of Centreville, on the right or north side of the public road leading from Hibernia into Corsica Neck, adjoining the lands of, or formerly of, R. E. C. Lowe and lands known, or formerly known, as the Dr. Ford farm, the Taylor farm and the Griffin and Morris lots, which is more particularly described, in accordance with the plot and certificate of survey thereof made by S. Chester Coursey, Surveyor, on July 1, 1915, and recorded in Liber W. F. W. No. 3, folios 194 and 195, a Judgment in Extenso Record Book for Queen Anne's County, aforesaid, as follows, to wit:

BEGINNING at a point in the middle of the aforesaid public road where this farm and the R. E. C. Lowe (or Bryan) farm intersect the public road and running with the Lowe line, North forty-five (45) degrees fifteen (15) minutes East, one hundred seventy-two and eight-tenths (172.8) rods to a stone and cedar tree, a corner for the Ford land; thence North twenty-eight (28) degrees forty-five (45) minutes West, nineteen and four-tenths (19.4) rods to a stone; thence North twenty-seven (27) degrees fifteen (15) minutes West, eight (8) rods to a cherry tree; thence North forty-two (42) degrees fifteen (15) minutes West, twenty-eight and two-tenths (28.2) rods to a stone; thence South sixty-two (62) degrees forty-five (45) minutes West, eight and four-tenths (8.4) rods to a stone, a corner of the Taylor land; thence North forty-one (41) degrees forty-five (45) minutes West, one hundred three (103) rods to a stone and marked Sycamore tree near the stream, a corner for Griffin; thence South fifty-one (51) degrees forty-five (45) minutes West, thirty-one and four tenths (31.4) rods to a stone and corner of the land sold to Griffin; thence South thirty-nine (39) degrees East three (3) rods to stream; thence South twenty-eight (28) degrees thirty (30) minutes West, four (4) rods to a marked tree; thence South thirty-seven (37) degrees thirty (30) minutes West, four and eight-tenths (4.8) rods to a stake; thence South eighty-four (84) degrees forty-five (45) minutes West, six and eight-tenths (6.8) rods to middle of stream; thence South one (1) degree thirty (30) minutes East, four and eight-tenths (4.8) rods to stake near Poplar; thence South forty-seven (47) degrees forty-five (45) minutes West, seven and five-tenths (7.5) rods to stake; thence South eighty-three (83) degrees thirty (30) minutes West, six (6) rods to stake; thence South thirty-five (35) degrees West, three and three-tenths (3.3) rods to stake; thence South fifty-seven (57) degrees West four (4) rods to middle of stream; thence South twenty-five (25) degrees fifteen (15) minutes West, four (4) rods to stake; thence South twenty-three (23) degrees fifteen (15) minutes West, five and three-tenths (5.3) rods to a stake; thence South fifty-seven (57) degrees thirty (30) minutes West, five and eight-tenths (5.8) rods to a stone, a corner for the Griffin and Morris lots; thence South thirty-six (36) degrees thirty (30) minutes East, four and three-tenths (4.3) rods to a stake near a walnut; thence South twenty-four (24) degrees thirty (30) minutes East, two and eight-tenths (2.8) rods to a bend in stream; thence South sixty (60) degrees thirty (30) minutes West, five and

three-tenths (5.3) rods; thence South thirty-seven (37) degrees forty-five (45) minutes West, fourteen (14) rods; thence South fifty (50) degrees forty-five (45) minutes West, four and four-tenths (4.4) rods; thence South forty-six (46) degrees fifteen (15) minutes West, two and seven-tenths (2.7) rods; thence North eighty-two (82) degrees thirty (30) minutes West, six and two-tenths (6.2) rods; thence South forty-three (43) degrees forty-five (45) minutes West, eight (8) rods; thence South twenty-seven (27) degrees West, six and eight-tenths (6.8) rods; thence South thirty (30) degrees West, seven (7) rods to middle of aforesaid public road; thence with the middle of said public road, South forty-nine (49) degrees fifteen (15) minutes East, twenty-six (26) rods; thence South thirty-seven (37) degrees thirty-five (35) minutes East, seventeen (17) rods; thence South eighteen (18) degrees thirty (30) minutes East, thirteen (13) rods; thence South eleven (11) degrees East seventy (70) rods; thence South forty-five (45) degrees forty-five (45) minutes East, forty-one (41) rods to the place of Beginning, containing one hundred fifty-one and seven-tenths (151.7) acres of land; being the same and all of that tract of land or farm which was designated as "Parcel No. 12" in the proceedings had in the Division of the Estate of William McKenney, deceased, in the Circuit Court for Queen Anne's County, in Equity, and which was allotted in trust for Harriet McK. Gibson in said proceedings, being Cause No. 2120 on the Chancery Docket of said Court.

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.

SUBJECT, nevertheless, to the tenancy of Carlton Sheubrooks, which shall expire on December 31, 1947, at midnight.

AND that the terms of said sale are as follows, to wit:

1. PAYMENT OF PURCHASE MONEY. The purchase money shall be paid as follows, that is to say: the sum of Six Hundred Dollars ($600.00) to be paid by check upon the execution and delivery of this Contract of Sale, the receipt of which is hereby acknowledged by said Seller; and the balance of Five Thousand Four Hundred Dollars ($5,400.00) to be paid in cash or by certified check at the time of final settlement hereunder and passing of deed, upon the date of final ratification of this sale by the Circuit Court for Queen Anne's County, in Equity, or upon such subsequent date as shall be agreeable to the Seller and the Purchasers.

2. POSSESSION. Landlord's possession of said property, except as to the Seller's right to enter and harvest the wheat crop hereinafter reserved, shall be given to the Purchasers on the date of final settlement.

3. CROPS. The Seller is to retain the landlord's share of the presently growing wheat crop, and shall have the right to enter and harvest the same at his pleasure during the year 1947.

4. TAXES. All State, County and School taxes upon said real estate shall be adjusted as of the date of final settlement hereunder.

5. INSURANCE. The Seller agrees to continue, pending final settlement under this Contract of Sale, such fire insurance policies covering the buildings on the aforesaid real estate as are now in force thereon, the premiums on said policies to be adjusted as of the date of final settlement under this Contract of Sale, and further agrees, pending said final settlement, to cause to be attached to said policies a Loss Payable Clause in favor of the Purchasers as their interest may appear; and it is further agreed that the Purchasers shall have the right, at their own cost and expense, to place such additional insurance

on said buildings as they may desire in order to protect themselves as Purchasers.

6. TITLE. The proceedings in chancery to procure the ratification of this sale by the Circuit Court for Queen Anne's County in Equity shall be brought by the Seller, and all costs and expenses of said proceedings shall be borne by the Seller. The Purchasers shall have the right, at their own cost and expense, to have the title to the aforesaid tract of land examined and/or guaranteed by an attorney or a title guarantee company of their selection, and it is hereby covenanted and agreed by the Seller that, subject to the approval and ratification of the Circuit Court for Queen Anne's County in Equity, and subject also to the aforementioned tenancy of Carlton Sheubrooks, he shall convey unto the Purchasers and/or to such person or persons as they may designate, a good and merchantable title to the aforesaid tract of land, free, clear and discharged of any and all liens and encumbrances, by a good and sufficient fee-simple deed, but without warranties of title, which said deed shall be executed and acknowledged agreeably to law, the delivery of said deed to be made upon full payment of the purchase money and at the time of final settlement as herein provided for.

IT IS understood and agreed that the Purchasers shall, in addition to the expense of such title examination or guarantee as hereinbefore set forth, pay for the preparation of said deed, the necessary revenue and recordation stamps to be affixed to same, as well as all recording costs and charges incident thereto, and for the preparation of this Contract of Sale.

IN the event that the Seller shall be unable to deliver a good and merchantable title to the aforesaid property by the time of final settlement hereunder, then and in that event the Seller agrees to return to said Purchasers any and all moneys paid hereunder, and this Contract of Sale shall become null and void.

Should the Seller tender to the Purchasers a deed in proper form of a good and merchantable title to the aforesaid real estate as herein provided for and upon the date set forth herein for final settlement, and the Purchasers fail to make payment of the balance of the purchase money as herein provided, then the aforesaid down payment of Six Hundred Dollars ($600.00) as an initial deposit under this Contract of Sale, shall be retained by the Seller as liquidated damages.

7. PLACE OF FINAL SETTLEMENT. It is understood and agreed that final settlement hereunder by the delivery of the deed for the property as aforesaid, and the payment of the balance of the purchase money in the manner hereinbefore described, shall be made at the office of Gibson and Wood, Centreville, Maryland, upon the date of final ratification of this sale by the Circuit Court for Queen Anne's County in Equity, between the hours of 9 a.m. and 4 p.m., E.S.T., or upon such subsequent date as shall be agreeable to both the Seller and the Purchasers.

AND THIS CONTRACT OF SALE FURTHER WITNESSETH:

That the said Seller, for himself, his personal representatives and successors, covenants to and with the said Purchasers, their heirs and assigns, to perform that part of this Contract of Sale on his part to be performed in the manner and at the times herein provided for the performance of the same.

That the Purchasers, for themselves, their heirs and assigns, covenant to and with the Seller, his personal representatives and successors, to perform

LIBER 10 PAGE 117

that part of this Contract of Sale on their part to be performed in the manner and at the times herein provided for the performance of the same.

IN TESTIMONY WHEREOF, the said parties of the Contract of Sale do hereunto subscribe their names and affix their seals, in duplicate, on the day and year first above written:

TEST: (as to Seller):

RFG Robert F. Gibson (SEAL)
Robert F. Gibson, Surviving Trustee
for Harriet McK. Gibson,

SELLER

Darrie B. Dranz
Notary Public
My Commission Expires March 17, 1949.

TEST: (as to Purchasers):

Howard K. Lane (SEAL)
Howard K. Lane

Isabel B. Lane (SEAL)
Isabel B. Lane

Howard Wood, 3rd

PURCHASERS

Filed Aug. 1, 1947

IN THE MATTER OF THE TRUST ESTATE FOR AND IN BEHALF OF HARRIET McK. GIBSON

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

Cause No. 2124.

We, the undersigned, hereby certify that we are resident owners of real estate situate in Queen Anne's County, Maryland, and that we know the tract of land or farm, known as the "Big Oak Farm", situate, lying and being in the Third Election District of Queen Anne's County aforesaid, near the town of Centreville, on the right or north side of the public road leading from Hibernia into Corsica Neck, containing 151.7 acres of land, more or less, said tract of land or farm being a part of the corpus of the trust estate in the above entitled cause;

And we further certify that we are familiar with the value of real estate in the locality in which said tract of land or farm is situate, that in our judgment the offer of Six Thousand Dollars ($6,000.00) made by Howard K. Lane and Isabel B. Lane, his wife, for said tract of land or farm is an excellent price, and that, in our judgment, it will be to the interest and advantage of the aforesaid trust estate to make sale of said tract of land or farm at said price.

Oliver C. Jones

M. Wilson Harris

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

I Hereby Certify that on this 1st. day of August, 1947, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Oliver C. Jones and M. Wilson Harris and each made oath in due form of law that the matters and facts stated in the aforegoing CERTIFICATE OF VALUE are true, to the best of his knowledge and belief.

Clerk.

Filed Aug. 1, 1947

LIBER 10 PAGE 120

RECEIVED
CLERK. CIRCUIT COURT
1977 OCT -6 PM 2:59
QUEEN ANNE'S COUNTY

Elroy G. Boyer, Attorney & Assignee * In the Circuit Court for
107 Court Street
Chestertown, Maryland 21620 * Queen Anne's County,

Vs. * Maryland

E. E. Pearce and Co., Inc. * Equity No. 6055
Millington, Maryland 21651
*

OCT-6-77 * 27100 *****40 00
OCT-6-77 A 27100 *****40 00

ORDER TO FILE MORTGAGE FOR FORECLOSURE

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

1. Please file the Mortgage from E. E. Pearce and Co., Inc. to The Millington Bank of Maryland, a body corporate, dated February 13, 1967, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. No. 26, Folio 649, and which Mortgage was assigned by Farmers National Bank of Maryland, successor to The Millington Bank of Maryland, on October 5, 1977, to Elroy G. Boyer, Attorney, for the purpose of foreclosure and collection.

2. Please enter the appearance of Elroy G. Boyer, Attorney for the Plaintiff.

Elroy G Boyer

Elroy G. Boyer
Attorney & Assignee
107 Court Street
Chestertown, Maryland 21620
Telephone No. 778-1630

LAW OFFICES OF
ELROY G. BOYER
COURT STREET
CHESTERTOWN, MARYLAND 21620
778-1630

Elroy G. Boyer, Attorney & Assignee * In the Circuit Court for

Vs. * Queen Anne's County,

E. E. Pearce and Co., Inc. * Maryland

* Equity No. 6055

STATEMENT OF MORTGAGE DEBT

Principal balance on Mortgage as of July 29, 1977	$22,039.40
Interest - 7/29/77 to 10/6/77	250.47
Balance due	$22,289.87

Elroy G. Boyer
Elroy G. Boyer
Attorney & Assignee

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

I HEREBY CERTIFY, That on this 6th day of October, 1977, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Elroy G. Boyer, Attorney and Assignee, and made oath in due form of law that the matters and facts set forth above are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

H. Elizabeth Sunris
Notary Public

LAW OFFICES OF
ELROY G. BOYER
COURT STREET
CHESTERTOWN, MARYLAND 21620
778-1630

Cly 6055

KNOW ALL MEN BY THESE PRESENTS, that we, Elroy G. Boyer, Principal and Peerless Insurance Company, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Twenty-three Thousand Dollars ($23,000.00) to be paid to the said State or its certain attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 6th day of October, 1977.

WHEREAS, the above bounden Elroy G. Boyer, by virtue of the power contained in a Mortgage from E. E. Pearce and Co., Inc. to The Millington Bank of Maryland, bearing date of February 13, 1967, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. No. 26, Folio 649, and which Mortgage was assigned by Farmers National Bank of Maryland, successor to The Millington Bank of Maryland on October 5, 1977, to Elroy G. Boyer, Attorney, for the purpose of foreclosure and collection, and

WHEREAS, said Elroy G. Boyer 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 the conditions and covenants contained in the aforesaid Mortgage.

NOW THEREFORE THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden Elroy G. Boyer does and shall well and truly perform the trust reposed in him by said Decree, or that may be reposed in him by any future decree in the premises, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

IN WITNESS WHEREOF, the above bounden Elroy G. Boyer has executed these presents, and said body corporate has caused these presents to be duly signed by its agent the day and year above first written.

Signed, sealed and delivered
in the presence of:

Debora G. Huey — Elroy G Boyer (SEAL)
Elroy G. Boyer
Principal
PEERLESS INSURANCE COMPANY

Debora G. Huey — By: Elizabeth Burris
Elizabeth Burris
Attorney-in-fact

SURETY APPROVED AND BOND FILED ON Oct 6, 1977

LAW OFFICES OF
ELROY G. BOYER
COURT STREET
STERTOWN, MARYLAND 21686
778-1630

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 130, 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 October, Nineteen Hundred and Seventy-seven.

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

ELROY G. BOYER, ATTORNEY & ASSIGNEE * IN THE CIRCUIT COURT FOR

VS. * QUEEN ANNE'S COUNTY, MARYLAND

E. E. PEARCE CO., INC. * EQUITY NO. 6055

THIS IS TO CERTIFY, That I, Elroy G. Boyer, did personally forward by Certified Mail, Return Receipt, deliver to addressee only, a copy of the advertisement of the mortgaged premises for sale on November 5, 1977, and that said notice was mailed to Pearce Lumber Company, Inc., Successor to E. E. Pearce & Co., at its last known address as per Rule W74 a 2 (b) of the Maryland Rules of Procedure. The said notice was received by Pearce Lumber Company, Inc. as per the attached receipt filed herewith.

Elroy G. Boyer
Attorney and Assignee

Subscribed and sworn to before me this 2nd day of November, 1977.

H. Elizabeth Duvall
Notary Public

LAW OFFICES OF
BOYER & BOWMAN
COURT STREET
CHESTERTOWN, MARYLAND 21620
778-1630

RECEIVED
CLERK, CIRCUIT COURT
1977 NOV -3 AM 9:37
QUEEN ANNE'S COUNTY

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:
Pearce Lumber Company, Inc.
Successor to E. E. Pearce & Co.
Millington, Md. 21651

3. ARTICLE DESCRIPTION: Serve on: H. Duval
REGISTERED NO. | CERTIFIED NO. 565928 | INSURED NO.

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4. DATE OF DELIVERY 10-28-77 — POSTMARK

5. ADDRESS (Complete only if requested) Deliver to addressee only

6. UNABLE TO DELIVER BECAUSE: — CLERK'S INITIALS P.J.

☆ GPO: 1976-O-203-456

MORTGAGE FEE — CITY OR COUNTY — Form 16.

No. 57168
R. 18758 RECEIVED FOR RECORD Feb. 17 1967

THIS MORTGAGE, Made this 13th -- day of February, -------------------------

in the year nineteen hundred and sixty-seven----------- by and between E. E. PEARCE AND CO., INC., (formerly United Logging and Piling Corporation of America), Mortgagor of the County of Queen Anne's in the State of Maryland, of the first part, and THE MILLINGTON BANK OF MARYLAND, a body corporate, of Kent County, State of Maryland, Mortgagee, of the second part:

Whereas, said Mortgagor is justly indebted unto said Mortgagee in the full and just sum of Forty Thousand ($40,000.00) Dollars, being money loaned and advanced by said Mortgagee to said Mortgagor, for which said sum and the interest thereon the said Mortgagor has passed to said Mortgagee its promissory note bearing even date herewith for said principal sum of Forty Thousand ($40,000.00) Dollars, with interest at the rate of six (6%) per cent per annum, payable six (6) months after date, at The Millington Bank of Maryland, Millington, Maryland. This mortgage is subject to the terms of said promissory note or any renewal thereof.

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

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

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Mortgagor does grant and convey unto said Mortgagee, its successors and assigns, in fee simple, all that tract ----------lot or parcel of ground situate and lying in the Seventh Election District of Queen Anne's County, State of Maryland, on the northerly side of the [illegible] public road leading from Millington to Sudlersville, and described as follows, that is to say:

BEGINNING for the same at a hub set at the northerly corner of the portion of these lands conveyed to the Eastern Shore Dehydrating and Processing Corporation in 1947, said hub in the westerly most point of the lands intended to be conveyed, and running (1) thence by and with the said Dehydrating and Processing Corporation lands South 42 degrees East 539.50 feet to a point on the northerly side of the Millington - Sudlersville State Road, forty feet wide, (2) thence by and with the northerly line of said State Road the two following courses and distances: South 84 degrees 9 minutes East 846 feet to a hub, North 87 degrees 38 minutes East 304.80 feet to the easternmost corner of the lands intended to be conveyed, and in the line of lands of another Anthony, said point is 2.50 feet easterly from a State Road mile post #86; (3) thence by and with the said Anthony lands North 41 degrees 54 minutes West 1352.60 feet to a stone set at the corner of a hedge; (4) thence by and with a hedge fence South 48 degrees 37 minutes West 804.50 feet to the point of beginning, containing 17.88 Acres, more or less, according to a survey made by J. B. Metcalfe, Surveyor, dated June, 1948, recorded among the Land Records of Queen Anne's County in Liber N.B.W. No. 1, folio 192.

BEING a part of the land granted and conveyed by Richard J. Christopher, et al, to United Logging and Piling Corporation, by deed dated March 1, 1952, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 4, folio 254, and which corporation's name has been changed to E. E. Pearce and Co., Inc., on December 22, 1959, by amendment of its charter.

SAVE and EXCEPT from the above described premises a lot of land of 100 feet by 125 feet, granted and conveyed by United Logging and Piling Corporation to Edward W. Vansant by deed dated January 20, 1954, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 14, folio 262. This lot is designated as Lot No. 8 in a survey made by Metcalfe and which is unrecorded.

SAVE and EXCEPT also from said premises a lot of land, 186 feet by 125 feet by 281.4 feet by 157.2 feet, being land granted and conveyed by E. E. Pearce and Co., Inc., to Robert Floyd Atkinson and wife by deed dated September 29, 1962, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 68, folio 382, and by confirmatory deed between the same parties dated May 5, 1963, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 72, folio 223, and being designated as Lots 1 and 3 on a Metcalfe survey which is unrecorded.

SUBJECT TO Rights-of-Way and Restrictions of record.

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

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

Provided, that if the said Mortgagor, its successors ------------------------

~~executors, administrators~~ or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Forty Thousand ($40,000.00) ---------------------------------- 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 its part to be performed, then this Mortgage shall be void.

And the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this Mortgage as herein provided; and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns, or PRESTON P. HECK, duly authorized Attorney or Agent of the said Mortgagee, its successors or assigns, after any default in the covenants or conditions of this Mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said

property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of One Hundred ($100.00) Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagor, its successors or assigns, or to whoever may be entitled to the same.

And the said Mortgagor for itself and for its successors and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagor for itself and for its successors and assigns, does hereby covenant to pay, and the said Mortgagee, its successors or assigns, or PRESTON P. HECK, its said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And it is agreed that, until default be made in the premises, the said party of the first part, its successors or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable. Mortgagor shall pay in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said party of the first part covenant to pay when legally payable.

And the said party of the first part further covenants to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least its full insurable value, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of loss by fire or other casualty, to inure to the benefit of the said Mortgagee, its successors or assigns, to the extent of its lien or claim hereunder.

WITNESS E. E. PEARCE AND CO., INC., by H. Duval Pearce, its President, and the Corporate Seal affixed by James G. Haupt, its Secretary.

ATTEST:

James G. Haupt
James G. Haupt, Secretary

E. E. PEARCE AND CO., INC.

BY: H. Duval Pearce
H. Duval Pearce, President

[SEAL]

[SEAL]

State of Maryland, Kent County, ss:

I HEREBY CERTIFY, that on this 13th day of February in the year one thousand nine hundred and sixty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Kent aforesaid, personally appeared H. Duval Pearce, President of E. E. Pearce and Co., Inc., the Mortgagor named in the foregoing Mortgage, and he acknowledged the foregoing Mortgage to be the act of said Corporation. At the same time also appeared James Bernard Merrick, President of The Millington Bank of Maryland and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

As WITNESS my hand and Notarial Seal.

J. CARVILLE ROBINSON NOTARY PUBLIC Kent Co., Maryland

J. Carville Robinson
J. Carville Robinson Notary Public

LIBER 10 PAGE 127

LIBER 10 PAGE 128

FOR VALUE RECEIVED of the Farmers National Bank of Maryland, successor to the Millington Bank of Maryland, we hereby assign the within mortgage unto Elroy G. Boyer, attorney, for the purpose of foreclosure.

WITNESS the corporate seal of the Farmers National Bank of Maryland, successor to the Millington Bank of Maryland this fifth day of October, 1977.

WITNESS: Eva W Simon

LARRY L. RASH, VICE-PRESIDENT

DOCUMENT NO. 90,568

No RECEIVED

Re CLERK, CIRCUIT COURT RECEIVED FOR RECORD

1977 OCT -6 PM 2:59

QUEEN ANNE'S COUNTY

Assignment

OCT-6-77 * 27099 ******5.00
OCT-6-77 A # 27099 ******5.00

OF MORTGAGE FROM E. E. Pearce And Co., Inc.

TO The Millington Bank of Maryland AS RECORDED IN

LIBER CWC NO. 26 FOLIO 649

MAIL TO TO BE PLACED IN CHY. 6055

November 9 ..... 19.77.

THIS IS TO CERTIFY, That the annexed

Trustee's Sale(Pearce Lumber) ..... 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 ...5th..... day of ..... Nov. ..... 1977...

BAY PUBLISHING CORPORATION
Publishers

By Ann Pindell

FILED

NOV 10 1977

Trustee's Sale

Valuable lot of land on Maryland Rt. 313, Queen Anne's County, near Millington, consisting of 6.2 acres, more or less, improved by frame office building with all utilities. Said property was formerly utilized by Pearce Lumber Company as an operating lumber and sawmill.

Under and by virtue of a power of sale contained in a Mortgage from E.E. Pearce and Co., Inc. to The Millington Bank of Maryland, dated February 13, 1967, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. No. 26, Folio 649, and on October 5, 1977 was assigned by Farmers National Bank of Maryland, successor to The Millington Bank of Maryland, to Elroy G. Boyer, Attorney for the purpose of foreclosure.

The said Elroy G. Boyer, as Attorney-Assignee of said Mortgage, will offer at public sale, to the highest bidder, on the premises, on:

Sat., November 5, 1977
at 11:00 o'clock a.m.

TERMS OF SALE: One-third of purchase money cash on day, time and place of sale, balance cash upon ratification of sale by Circuit Court for Queen Anne's County, Maryland, or all cash at option of purchaser. 6% interest on unpaid balance. Purchaser will be required to pay all costs to title papers and transfer, including Revenue Stamps and Transfer Tax. Taxes to be adjusted to date of settlement.

Elroy G. Boyer
Assignee

10-19-3-R.O.

Elroy G. Boyer, Attorney & Assignee * In the Circuit Court for

Vs. * Queen Anne's County,

E. E. Pearce and Co., Inc. * Maryland No. 6055

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of real estate made by Elroy G. Boyer, Attorney and Assignee, respectfully shows:

That default having occurred in the terms of a mortgage from E. E. Pearce and Co., Inc. to The Millington Bank of Maryland, dated February 13, 1967, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. No. 26, Folio 649, and which Mortgage was assigned by Farmers National Bank of Maryland, successor to The Millington Bank of Maryland, on October 5, 1977 to Elroy G. Boyer, Attorney, for the purpose of foreclosure and after advertising the mortgaged premises for sale in the Queen Anne's Record Observer, a newspaper printed and published in Queen Anne's County, Maryland, once in each of three successive weeks before the 5th day of November, 1977, in accordance with the certificate of publication of the advertisement of sale attached hereto, and made a part hereof, and after filing in this cause his bond to the State of Maryland, with surety approved by the Clerk of this Honorable Court, did attend, on the premises, near Millington, Maryland, on Saturday, November 5, 1977, at 11:00 A.M., and after reading the attached advertisement, and having the auctioneer cry the sale, did sell said real estate to Farmers National Bank of Maryland, at and for the sum of Twenty-six Thousand Two Hundred Twenty-three Dollars and Sixty-three Cents ($26,223.63), it being the highest bid therefore, said real estate being described as follows:

All that tract or parcel of ground situate, and lying in the Seventh Election District of Queen Anne's County, State of Maryland, on the northerly side of the public road leading from Millington to Sudlersville, and described as follows, that is to say:

FILED

NOV 14 1977

LAW OFFICES OF
ELROY G. BOYER
COURT STREET
CHESTERTOWN, MARYLAND 21620

778-1630

BEGINNING for the same at a hub set at the northerly corner of the portion of these lands conveyed to the Eastern Shore Dehydrating and Processing Corporation in 1947, said hub in the westerly most point of the lands intended to be conveyed, and running (1) thence by and with the said Dehydrating and Processing Corporation lands South 42 degrees East 539.50 feet to a point on the northerly side of the Millington - Sudlersville State Road, forty feet wide, (2) thence by and with the northerly line of said State Road the two following courses and distances: South 84 degrees 9 minutes East 846 feet to a hub, North 87 degrees 38 minutes East 304.80 feet to the easternmost corner of the lands intended to be conveyed, and in the line of lands of another Anthony, said point is 2.50 feet easterly from a State Road mile post #86; (3) thence by and with the said Anthony lands North 41 degrees 54 minutes West 1352.60 feet to a stone set at the corner of a hedge; (4) thence by and with a hedge fence South 48 degrees 37 minutes West 804.50 feet to the point of beginning, containing 17.88 acres, more or less, according to a survey made by J. B. Metcalfe, Surveyor, dated June, 1948, recorded among the Land Records of Queen Anne's County in Liber N.B.W. No. 1, Folio 192.

BEING a part of the land granted and conveyed by Richard J. Christopher, et al, to United Logging and Piling Corporation, by deed dated March 1, 1952, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 4, Folio 254, and which corporation's name has been changed to E. E. Pearce and Co., Inc. on December 22, 1959, by amendment of its charter.

SAVE AND EXCEPT from the above described premises a lot of land of 100 feet by 125 feet, granted and conveyed by United Logging and Piling Corporation to Edward W. Vansant by deed dated January 20, 1954, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 14, folio 262. This lot is designated as Lot No. 8in a survey made by Metcalfe and which is unrecorded.

SAVE AND EXCEPT also from said premises a lot of land, 186 feet by 125 feet by 281.4 feet by 157.2 feet, being land granted and conveyed by E. E. Pearce and Co., Inc. to Robert Floyd Atkinson and wife by deed dated September 29, 1962, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 68, Folio 382, and by confirmatory deed between the same parties dated May 5, 1963, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 72, folio 223, and being designated as Lots 1 and 3 on a Metcalfe survey which is unrecorded.

ALSO SAVING AND EXCEPTING from said premises a lot of ground described in a deed granted and conveyed by E. E. Pearce and Co., Inc. to John W. McGrath Corporation dated June 28, 1967 and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 29, Folio 298.

ALSO SAVING AND EXCEPTING from said premises a lot of ground granted and conveyed by E. E. Pearce and Co., Inc. to Franklin B. Fortner and wife, dated September 27, 1972 and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 68, Folio 26.

Subject to rights-of-way and restrictions of record.

The Reports states the total amount of the sale to be Twenty-six Thousand Two Hundred Twenty-three Dollars and Sixty-

LAW OFFICES OF
ELROY G. BOYER
COURT STREET
CHESTERTOWN, MARYLAND 21620
778-1630

three Cents ($26,223.63) for the real estate heretofore described.

The purchaser has 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.

Respectfully submitted,

Elroy G. Boyer
Attorney and Assignee

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

I HEREBY CERTIFY, That on this 8th day of November, 1977, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Elroy G. Boyer, Attorney and 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.

H. Elizabeth Dennis
Notary Public

LAW OFFICES OF
ELROY G. BOYER
COURT STREET
CHESTERTOWN, MARYLAND 21620
778-1630

ORDER NISI ON SALE

ELROY G. BOYER, Attorney & Assignee

vs.

E. E. PEARCE AND CO., INC.

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

Cause No. 6055

ORDERED, this 14th day of November, 1977, that the sale of the real property, made and reported in this cause by Elroy G. Boyer, Attorney and Assignee, be ratified and confirmed, on or after the 15th day of December, 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 8th day of December, 1977.

The report states the amount of sales to be $26,223.63.

Charles H. Cecil Clerk

Filed Nov. 14, 1977

LIBER 10 PAGE 133

LIBER 10 PAGE 134

Elroy G. Boyer, Attorney & Assignee	*	In the Circuit Court for
Vs.	*	Queen Anne's County, Maryland
E. E. Pearce and Co., Inc.	*	Equity No. 6055

AUCTIONEER'S REPORT OF SALE

I, Elroy G. Boyer, hereby acknowledge that on November 5, 1977, at 11:00 A.M. I cried the sale in these proceedings and the name of the Purchaser is Farmers National Bank of Maryland, who bought the property for the sum of Twenty-six Thousand Two Hundred Twenty-three Dollars and Sixty-three Cents ($26,223.63), it being the highest bid. I have been paid for my services in the amount of $50.00.

Elroy G. Boyer

Elroy G. Boyer - Auctioneer

FILED

DEC 2 1977

LAW OFFICES OF
ELROY G. BOYER
COURT STREET
CHESTERTOWN, MARYLAND 21620

778-1630

Elroy G. Boyer, Attorney & Assignee * In the Circuit Court for

Vs. * Queen Anne's County, Maryland

E. E. Pearce and Co., Inc. * Equity No. 6055

AFFIDAVIT OF PURCHASER

STATE OF MARYLAND
COUNTY OF

Larry L. Rash, Vice President, being first duly sworn, on his oath, says:

That Farmers National Bank of Maryland is the purchaser under an auction sale conducted on the 5th day of November, 1977, which sale has been reported to the Circuit Court for Queen Anne's, Maryland, in Equity No. 6055, and in compliance with paragraph b 3, of Rule BR6, of the Maryland Rules of Procedure, we do certify that:

(1) That Farmers National Bank of Maryland is not acting as agent for anyone for the purchase of the property.

(2) There is no one else known to Farmers National Bank of Maryland who is interested as principal in and to the property.

(3) That the Farmers National Bank of Maryland has not directly or indirectly discouraged anyone from bidding for the said property.

FARMERS NATIONAL BANK OF MARYLAND

By: Larry L. Rash
Larry L. Rash, Vice President

I HEREBY CERTIFY, that on this 7th day of December, 1977, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared

of Farmers National Bank of Maryland, the above named Purchaser, and he made oath in due form of law that the above statements are true and correct to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

H. Elizabeth Burris
Notary Public

RECEIVED
CLERK, CIRCUIT COURT
1977 DEC -8 AM 11:06
QUEEN ANNE'S COUNTY

LAW OFFICES OF
ELROY G. BOYER
COURT STREET
CHESTERTOWN, MARYLAND 21620
778-1630

LIBER 10 PAGE 136 ..December.23,.1977.... 19..77.

THIS IS TO CERTIFY, That the annexed

...Order.Nisi..... 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 ..15..... day of ..December..... 19..77....

BAY PUBLISHING CORPORATION
Publishers

By Phyllis A. Welch...

RECEIVED
CLERK, CIRCUIT COURT
1977 DEC 23 PM 12 51
QUEEN ANNE'S COUNTY

ORDER NISI ON SALE
ELROY G. BOYER,
Attorney & Assignee
vs.
E.E. PEARCE AND CO., INC.
In The Circuit Court
for Queen Anne's County
In Equity
Cause No. 6055

ORDERED, this 14th day of November, 1977, that the sale of the real property, made and reported in this cause by Elroy G. Boyer, Attorney and Assignee, be ratified and confirmed, on or after the 15th day of December, 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 8th day of December, 1977.

The report states the amount of sales to be $26,223.63.

Charles W. Cecil
Clerk
True Copy Test:
Filed Nov. 14, 1977
Charles W. Cecil
Clerk
By: Betty M. Comegys
Deputy Clerk

11-16-3T R.O.

ELROY G. BOYER, ATTORNEY & ASSIGNEE	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY, MARYLAND
E. E. PEARCE CO., INC.	*	EQUITY NO. 6055

FINAL ORDER OF RATIFICATION

ORDERED, by the Circuit Court for Queen Anne's County, Maryland, in Equity, this 29th day of December, 1977, that the sale of real estate made and reported in this cause by Elroy G. Boyer, Attorney and Assignee, be, and the same hereby is finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given, as required by the preceding Order Nisi, and the said Elroy G. Boyer, Attorney and Assignee, is allowed the usual commissions and proper expenses, not personal, as he shall produce vouchers to the Auditor.

B Hackett Turner Jr.
JUDGE

FILED
DEC 29 1977

LAW OFFICES OF
BOYER & BOWMAN
COURT STREET
CHESTERTOWN, MARYLAND 21620
778-1630

LIBER 10 PAGE 137

LIBER 10 PAGE 138

ELROY G. BOYER, ATTORNEY & ASSIGNEE	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY, MARYLAND
E. E. PEARCE CO., INC.	*	EQUITY NO. 6055

AFFIDAVIT

Pursuant to the provisions of Section Circuit Rule 12c, I hereby certify that I have examined all appropriate public records, and based thereon together with all other knowledge that I possess I believe that the distribution of funds in the case , Elroy G. Boyer, Assignee vs. E.E. Pearce Co., Inc., should be authorized as set forth in the attached suggested account.

Elroy G. Boyer
Attorney and Assignee

FILED

JAN 10 1978

LAW OFFICES OF
BOYER & BOWMAN
COURT STREET
CHESTERTOWN, MARYLAND 21620

778-1630

ELROY G. BOYER, Attorney and Assignee	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
vs.	:	IN EQUITY
E. E. PEARCE AND CO., INC.	:	NO. 6055

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 Elroy G. Boyer, Attorney and Assignee in sale of land, wherein it appears that the proceeds of said sale are sufficient to pay the principal of the mortgage, but insufficient to pay the full amount of interest on the same. The deficiency in the amount of interest is $160.59.

2. That in the within account of Elroy G. Boyer, Assignee, charged with the proceeds of sale made by him; and he is allowed his commissions for sale of land, the fee for the foreclosure, the court costs due in this cause, the court costs paid in this cause, the premium due on the bond, the costs of advertising notice of sale due in this cause, the costs of Order Nisi of Sale due in this cause, the state and county taxes paid on the real estate in this cause, the personal property taxes paid in this cause, the Notary fees due in this cause, the costs for certified mail and personal expenses in this cause, the fee due to the Auctioneer in this cause, the fee of your Auditor; and the balance was credited toward the mortgage indebtedness.

Respectfully submitted,

January 10, 1978

J. Thomas Clark, Auditor

FILED

JAN 10 1978

LIBER 10 PAGE 139

CAUSE NO. 6055

The proceeds of sale of land reported in this cause in account with Elroy G. Boyer, Attorney and Assignee, in the sale of said land, and vendor of said land

CR.

1977 Dec. 29	By By proceeds of the sale of land, per reports of s said vendor, to wit:		$26,223.63

DR.

To Elroy G. Boyer, Assignee for		
1. fee set forth in mortgage	$100.00	
2. Trustee commission	1,461.00	$1,561.00
To do, for an amount due Boyer & Bowman for advanced filing fees paid by them to the Clerk		40.00
To do, for an amount due Charles W. Cecil, Clerk for		
1. Appearance Fee	$10.00	
2. Additional fees	67.00	77.00
To do, for an amount due The Hogans Agencey for mortgage foreclosure bond premium		230.00
To do, for an amount due the Queen Anne's Journal for advertising said sale		39.69
To do, for an amount due the Kent County News for Advertising said sale		54.00
To do, for an amount due the Queen Anne's Record-Observer for		
1. Advertising said sale	$52.50	
2. Order Nisi	28.89	81.39
To do, for an amount paid Elroy G. Boyer, for crying said sale		50.00
To do, for an amount due Boyer & Bowman for assigning this mortgage to Elroy G. Boyer		5.00

January 10, 1978

J. Kroger Clark
Auditor

To do, for an amount due Boyer & Bowman for certified mail and personal expenses in this casue			8.38
To do, for an amount due H. Elizabeth Burris for Notary fees			5.00
To do, for an amount paid Oscar A. Shulz, Treasurer for			
1. Personal property tax 1975-76	$1,036.58		
2. Personal property tax 1976-77	402.64		
3. State and County Taxes on Real estate, plus interest at $5.35 for December	272.82	1,712.04	
To do, for an amount due J. Thomas Clark, Auditor for			
1. stating this account	45.00		
2. notifying parties and fee	30.00		75.00
To do, for an amount due Farmers National Bank of Maryland successory to The Millington Bank of Maryland for the full amount of principal due	$22,039.40		
and partial payment of interest due	255.73	22,295.13	
		$26,223.63	$26,223.63

January 10, 1978

J. Thomas Clark
Auditor

LIBER 10 PAGE 142

ELROY G. BOYER, Attorney and Assignee	IN THE CIRCUIT COURT
vs.	FOR QUEEN ANNE'S COUNTY
E. E. PEARCE AND CO., INC.	IN EQUITY
	NO. 6055

: : : : : : : : : : :

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on January 10, 1978, 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:

Elroy G. Boyer, Esquire
107 Court Street
Chestertown, MD 21620

Farmers Bank of Maryland
(successor to The Millington
Bank of Maryland)
Millington, MD 21651

E. E. Pearce and Co., Inc.
Millington, MD 21651

Pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on January 10, 1978, with the Clerk of the Court, Centreville, Maryland, and the exceptions to said audit must be filed on or before January 25, 1978, and that if no exceptions are filed within such fifteen-day period, the account may thereupon be ratified on January 26, 1978.

J. Thomas Clark
Auditor

FILED
JAN 10 1978

ELROY G. BOYER, Attorney and Assignee	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
	*	No. 6055
E. E. PEARCE AND CO., INC.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 10th day of January, 19 78, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 26th day of January, 19 78, 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. Cole Clerk

Filed January 10, 1978

LIBER 10 PAGE 144

ELROY G. BOYER, Attorney and Assignee	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6055
	*	
E. E. PEARCE AND CO., INC.	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 26th day of January, 19 78, by the Court that the account of the Auditor is finally ratified and confirmed, and Elroy G. Boyer, Attorney and x Assignee~~xxxxxxx~~ is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Charles H. Acie Clerk

Filed January 26, 1978

LLOYD O. WHITEHEAD and *
DONALD C. DAVIS, *
Substitute Trustees *

-vs- *

CALVIN PRESSLEY and *
SHIRLEY B. PRESSLEY
Box 359 *
Chester, Maryland

*

No. 6076 Chancery

In the Circuit Court

For Queen Anne's County

State of Maryland

NOV-8-77 * 28280 *****50.00
NOV-8-77 A 28280 *****10.00
NOV-8-77 A 28279 *****10.00

****

ORDER TO DOCKET SUIT FORECLOSING DEED OF TRUST

Mr. Clerk:

Please docket the above entitled case and file herewith the Deed of Trust and Affidavit of Indebtedness, said Deed of Trust being dated April 16, 1969, from Calvin Pressley and Shirley B. Pressley, his wife, and recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber CWC No. 42, Folio 150 ; Lloyd O. Whitehead and Donald C. Davis having been appointed Substitute Trustees in accordance with the provisions of said Deed of Trust, by Substitution of Trustees from Jim Walter Corporation and J. H. Kelly and J. L. Moore, dated November 15, 1976, and duly recorded among the Land Records of Queen Anne's County, Maryland.

RECEIVED
CLERK, CIRCUIT COURT
1977 NOV -8 AM 11:01
QUEEN ANNE'S COUNTY

LLOYD O. WHITEHEAD, Substitute Trustee

DONALD C. DAVIS, Substitute Trustee

212 East Main Street
Salisbury, Maryland 21801
Telephone: (301) 749-2211

LAW OFFICES, PERDUE, OWRUTSKY & WHITEHEAD, PROFESSIONAL ASSOCIATION

No. 61669 LIBER 10 PAGE 146
Re30218 RECEIVED FOR RECORD June 20, 1969 9:45 A.M. Salisbury, Md. 144 mos.

Jim Walter Corporation – Deed of Trust – Maryland

THIS DEED made this 16th day of April, 1969, by and between Calvin Pressley and wife, Shirley B. Pressley, his wife, parties of the first part and J.L. Moore and J.H. Kelly, Trustees, parties of the second part:

WHEREAS, the parties of the first part are justly indebted unto Jim Walter Corporation in the full and just sum of Thirteen thousand three hundred sixty-three and 20/100 for which said sum the said parties of the first part have made, executed and delivered their promissory note of even date herewith payable to the order of Jim Walter Corporation, Tampa, Florida, on or before June 5, 1981 (12) years after date in equal monthly instalments of Ninety-two and 80/100 each, beginning on MARYLAND July 5, 1969, with interest from maturity at the rate of Six Percent (6%) per annum. Said note is payable at P. O. Box No. 9128, Tampa, Florida, or at such other place as the said Jim Walter Corporation, its successors or assigns, may designate in writing from time to time. Said note provides that in the event of the default in payment of any instalment for a period of Thirty (30) days or in the event of breach of any covenant in this Deed of Trust the holder of the note may at its option declare all the remainder of said debt due and collectible.

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

NOW THEREFORE, THIS INDENTURE WITNESSETH, that the parties of the first part, in consideration of the premises, and of One Dollar ($1.00), lawful money of the United States of America, to them in hand paid by the parties of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowldged, have granted and conveyed, and do hereby grant and convey unto the parties of the second part in fee simple, the following described land and premises, situate in the County of Queen Anne, State of Maryland, more particularly described as follows: ALL that parcel of ground, situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, on the north side of the public road leading from the Coxes Neck Road to Oscar Dunn's Oyster House, adjoining the lands of Perry Bailey on the east, the lands of W.E. Denney on the north, and the lands, of Ethel Royal on the west, and containing, one quarter of an acre of land, more or less. For source of title see Deed Book 69, Page 426.

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

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

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

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

AND UPON THIS FURTHER TRUST, upon any default or failure being made in the payment of said note or of any instalment of principal or interest thereon, when and as the same shall become due and payable, or upon default being made in the payment, after demand therefor, of any money advanced as herein provided for, or of any proper cost, charge, commission, or expense in and about the same, then and at any time thereafter the said parties of the second part or the survivor or any trustee or trustees substituted as hereinafter provided, acting in the execution of this trust shall have the

power and it shall be their duty thereafter to sell, and in case of any default of any purchaser to resell the said described land and premises at public auction, upon such terms and conditions, in such parcels, at such time and place, and after such previous public advertisement as the parties of the second part or the trustee or trustees substituted as hereinafter provided acting in the execution of this trust shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to, and at the cost, of the purchaser, or purchasers thereof, who shall not be required to see to the application of the purchase money; and of the proceeds of said sale or sales: FIRSTLY, to pay all proper costs, charges, and expenses, including all fees and costs herein provided for, and all moneys advanced for taxes, insurance, and assessments, with interest thereon as provided herein, and all taxes, general and special, due upon said land and premises at time of sale, and to retain as compensation a commission on the amount of said sale or sales equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; SECONDLY, to pay whatever may then remain unpaid, of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; and, LASTLY, to pay the remainder of said proceeds, if any there be, to said parties of the first part, their heirs and assigns, upon the delivery and surrender to the purchaser, his, her or their heirs or assigns, of possession, of the premises so as aforesaid sold and conveyed, less the expense, if any, of obtaining possession.

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

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

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

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

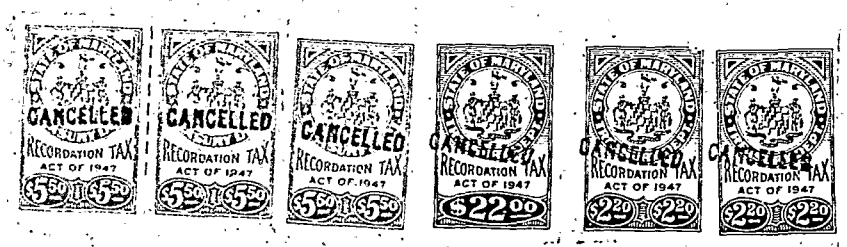
4. That they the said parties of the first part, will pay all sums, including costs, expenses and reasonable attorneys' fees, which said Jim Walter Corporation, its successors or assigns, may incur or expend in any proceeding to sustain the lien of this deed of trust or its priority, or in defending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

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

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

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

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



LIBER 42 PAGE 151

LIBER 10 PAGE 147

LIBER 10 PAGE 148

LIBER 42 PAGE 152

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

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

The holder of the indebtedness secured by this deed of trust shall be entitled to remove, substitute or add a trustee or trustees, at its option, with or without cause or notice, by instrument duly executed, acknowledged and recorded among the Land Records of the County in which the aforesaid premises, or a part thereof, is situated, and said trustee or trustees so substituted shall have all powers, rights and duties as trustees so superseded, and the parties hereto, for themselves, their heirs or assigns do hereby consent to such removal, substitution or addition either by the instrument described herein or by any decree or order of any court having jurisdiction.

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

WITNESS:

Ralph W. Judy

Ralph W. Judy (SEAL)

Ralph W. Judy

Calvin Pressley

Calvin Pressley (SEAL)

Shirley B. Pressley

Shirley B. Pressley

STATE OF MARYLAND
COUNTY OF

I HEREBY CERTIFY, that on this 16th day of April, 19 69, before me, a Notary Public of the State of Maryland the undersigned officer, personally appeared Calvin Pressley and his wife Shirley B. Pressley his wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

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

Walter L. Mills
NOTARY PUBLIC
Walter L. Mills

My Commission Expires July 1, 1969

HOME OFFICE USE ONLY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY, that on this 28th day of April, 19 69, before me, a notary public of the State of Florida, at Large, the undersigned officer, personally appeared T.L. HIRES said--T.L. HIRES Vice President of JIM WALTER CORPORATION, the party secured by the Deed of Trust, and made oath in due form of law, that the consideration in said Deed of Trust is true and bona fide as therein set forth.

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

Notary Public State of Florida at Large

My Commission Expires Notary Public, State of Florida at Large, My Commission Expires April 29, 1969, Bonded by Transamerica Insurance

RETURN TO:
JIM WALTER CORP.
P. O. BOX 9128
TAMPA, FLA. 33604

61669

FROM: Calvin Pressley and wife Shirley B. Pressley

June 19 1969
TAXES PAID TO July 1 1969
Wm. R. Watson III
Treasurer of Queen Anne's Co.

RECEIVED FOR TRANSFER
This 19th Day of June 1969
L. Cook Clerk
Supervisor of Assessments
Queen Anne's County

TO: J.H. Kelly and J.L. Moore, Trustees for
Jim Walter Corporation

STATE OF MARYLAND,
QUEEN ANNE'S COUNTY, SCT.
I HEREBY CERTIFY THAT
THIS Deed of Trust WAS
RECEIVED FOR RECORD THIS 26th
DAY OF June 1969 AT 9:45 A.M.
RE 30218 AND RECORDED IN
LIBER CWC #42 fol. 150 Rand
RECORD BOOK FOR QUEEN ANNE'S
COUNTY
Charles W. Cecil CLERK

MAIL TO:

RETURN TO:
JIM WALTER CORP.
P. O. BOX 9128
TAMPA 4, FLA. 33604

CLERK	12.50
STAMP	42.90
TOTAL	55.40 Pd

LIBER 10 PAGE 149

LIBER 10 PAGE 150

LLOYD O. WHITEHEAD and
DONALD C. DAVIS,
Substitute Trustees

-vs-

CALVIN PRESSLEY and
SHIRLEY B. PRESSLEY
Box 359
Chester, Maryland

No. 6076 Chancery

In the Circuit Court

For Queen Anne's County,

State of Maryland

****

AFFIDAVIT OF INDEBTEDNESS

STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 7th day of November, 1977, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared LLOYD O. WHITEHEAD and DONALD C. DAVIS, Substitute Trustees, who made oath in due form of law as follows:

1. That they have been appointed Substitute Trustees for Jim Walter Corporation, in accordance with the provisions of a Deed of Trust from Calvin Pressley and Shirley B. Pressley, his wife , dated April 16, 1969, and recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber CWC No. 42, Folio 150 ; and on behalf of the Mortgagee, being authorized so to do, made oath in due form of law that the sum of $ 4267.35 is now due and owing.

2. That the said Defendants are not members of the Armed Forces of the United States of America or any of its allies or entitled to the benefits therein in accordance with the Soldiers' and Sailors' Relief Act and amendments thereon and have not been discharged therefrom within a period of thirty (30) days.

3. That the last known Post Office Address of the Defendants is Box 359, Chester, Maryland.

Lloyd O. Whitehead, Substitute Trustee, Affiant

Donald C. Davis, Substitute Trustee, Affiant

AS WITNESS my hand and Notarial Seal.

Beverly A. Tilghman
Notary Public

My Commission Expires: July 1, 1978.

LAW OFFICES, PERDUE, OWRUTSKY & WHITEHEAD, PROFESSIONAL ASSOCIATION

RECEIVED FOR RECORD Dec 9, 1977

MORTGAGE OR ATTORNEYS' BOND

No. SY184307

Know all Men by these Presents:

THAT WE Lloyd O. Whitehead and Donald C. Davis, Substitute Trustees for Jim Walter Corporation of 212 E. Main Street, Salisbury, Maryland 21801 *and the AETNA INSURANCE COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of* Six thousand and 00/100. . . . . ($6000.00) *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, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 8th. *day of* December *in the year of our Lord nineteen hundred and* seventy-seven.

WHEREAS, the above bounden Lloyd O. Whitehead and Donald C. Davis *by virtue of a power contained in* ~~mortgage~~ Deed of Trust *from* Calvin Pressley & Shirley B. Pressley, his wife *to* Jim Walter Corporation *dated* April 16, 1969 *and recorded in Liber* C.W.C. 42 *No.* *folio* 150 *etc., one of the Land Record Books of* Queen Anne's County, Maryland *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* Lloyd O. Whitehead & Donald C. Davis *is about to execute the power vested in him in said* ~~mortgage~~ Deed of Trust.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Beverly A. Tilghman

[SEAL]

[SEAL]

AETNA INSURANCE COMPANY

By Robbin W. Gray *Attorney-in-Fact*

ATTEST: Jane Ann Tingle

Form 1-630-1593

SURETY APPROVED AND BOND FILED ON Dec 9 1977 LIBER 2 PAGE 172

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 173, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name anf affix the Seal of the Circuit Court for Queen Anne's County, this 9th day of December, Nineteen Hundred and Seventy-seven.

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

Certified copy of Power of Attorney attached

Liber 10 PAGE 151

LIBER 10 PAGE 152

LLOYD O. WHITEHEAD and
DONALD C. DAVIS,
Substitute Trustees

-vs-

CALVIN PRESSLEY and
SHIRLEY B. PRESSLEY, his wife
Box 359
Chester, Maryland 21619

* No. 6076 Chancery
* In the Circuit Court
* For Queen Anne's County
* State of Maryland

****

AFFIDAVIT OF COMPLIANCE - RULE W. 74 a 2b

STATE OF MARYLAND, COUNTY OF WICOMICO, TO WIT:

WE, Lloyd O. Whitehead and Donald C. Davis, Substitute Trustees, make oath that we mailed to the Mortgagors Calvin Pressley and/or Shirley B. Pressley, his wife, _____ at the Mortgagors last known address at Box 359, Chester, Maryland 21619, by Registered Mail, Return Receipt Requested, the attached notice of the time, place and terms of sale on November 23, 1977. Also attached is Return Receipt showing the said Mortgagor duly received the same.

LLOYD O. WHITEHEAD, Substitute Trustee

DONALD C. DAVIS, Substitute Trustee

STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 8th day of December, 19 77 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared LLOYD O. WHITEHEAD and DONALD C. DAVIS, Substitute Trustees, and made oath in due form of law that the matters and things set forth in the aforegoing Affidavit are true and correct to the best of their knowledge, information and belief.

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

NOTARY PUBLIC

My Commission Expires: July 1, 1978.

FILED
DEC 9 1977

LAW OFFICES, PEROUE, GWRUTSKY & WHITEHEAD, PROFESSIONAL ASSOCIATION

LAW OFFICES

PERDUE, OWRUTSKY & WHITEHEAD

PROFESSIONAL ASSOCIATION

HERMAN E. PERDUE
MORTON J. OWRUTSKY
LLOYD O. WHITEHEAD
RONALD G. RAYNE
DONALD C. DAVIS

212 EAST MAIN STREET
SALISBURY, MARYLAND 21801

749-2211

OCEAN CITY OFFICE
PHILADELPHIA AVE. AT 40TH ST.
OCEAN CITY, MD. 21842
(301) 289-8408

November 23, 1977

Mr. Calvin Pressley and/or
Mrs. Shirley B. Pressley
Box 359
Chester, Maryland 21619

Dear Mr. and/or Mrs. Pressley:

This letter will advise you that the Deed of Trust executed by you to Jim WalterCorporation of April 16, 1969, and recorded among the Land Records of Queen Anne's County, Maryland in Liber CWC No. 42, folio 150, is in default and has been filed for foreclosure in the Circuit Court for Queen Anne's County, Centreville Maryland. The advertisement for the sale will appear in the Queen Anne's Record-Observer beginning November 6, 1977. Your property will be sold at the Front Door of the Court House at Centreville, Maryland on Friday, December 9, 1977 at or about 11:00 o'clock a.m. The Terms of Sale will be $ 1,000.00 cash at the time and place of the sale and the balance of the purchase price to be secured to the satisfaction of the Substitute Trustees appointed by Jim Walter Corporation, and will be payable upon final ratification of sale by the Circuit Court of Queen Anne's County, Centreville, Maryland.

You may redeem your property from foreclosure by paying to the undersigned all costs of foreclosure, all delinquencies due under said Deed of Trust, and any other costs justly chargable under the Deed of Trust. Payment must be in full for all of the said delinquencies and costs and must be in cash, certified check, cashiers check or money order paid at my office anytime up until the time of sale. The total amount necessary to redeem the property can be obtained by you if you contact the undersigned.

If there are any questions in regard to this matter, please do not hesitate to contact me.

Yours truly,

LLOYD O. WHITEHEAD

LOW:vmh
File No.: 23538
CERTIFIED MAIL, RETURN RECEIPT REQUESTED
RESTRICTED TO ADDRESSEE ONLY.

LIBER 10 PAGE 153

LIBER 10 PAGE 154

PS Form 3811, Apr. 1977

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. . . . . ¢
- ☐ Show to whom, date, and address of delivery. . . . . ¢
- ☐ RESTRICTED DELIVERY
  Show to whom and date delivered. . . . . ¢
- XXX ☒ RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery. $1.65

(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Mr. Calvin Pressley and/or
Mrs. Shirley B. Pressley
Box 359
Chester, Maryland 21619

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	228010	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4. Calvin Pressley

DATE OF DELIVERY 11/25/77 POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

☆ GPO : 1977—O-234-337

LLOYD O. WHITEHEAD and
DONALD C. DAVIS,
Substitute Trustees

-vs-

CALVIN PRESSLEY and
SHIRLEY B. PRESSLEY, his wife
Box 359
Chester, Maryland 21619

No. 6076 Chancery

In the Circuit Court

For Queen Anne's County,

State of Maryland

****

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Lloyd O. Whitehead and Donald C. Davis, Substitute Trustees, pursuant to the power of sale contained in the Deed of Trust dated April 16, 1969, from Calvin Pressley and Shirley B. Pressley, his wife, and recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber CWC 42, Folio 150: respectfully shows:

That after default had been made in the terms, covenants and conditions of the said Deed of Trust, and having given at least twenty (20) days notice by advertisement published once a week in each of four (4) successive weeks in the Queen Anne's Record-Observer, a newspaper published in Centreville, Queen Anne's County, Maryland, prior to Friday, December 9, 1977, and after giving bond with the securities approved by the Clerk of this Court, said Trustees did, on Friday, December, 9, 1977, at 11:00 o'clock a.m., attend at the front door of the Court House in Centreville, Maryland, it being the time and place mentioned in said advertisement, as will more fully appear by reference to the attached copy thereof with certificate of its publication, and said Trustees did then and there offer for sale at public auction, subject to all prior liens and encumbrances, all the right, title and interest of the said Calvin Pressley, his wife, Pressley and Shirley B. said property being more particularly described as follows:

FILED

DEC 9 1977

LAW OFFICES, PERDUE, OWRUTSKY & WHITEHEAD, PROFESSIONAL ASSOCIATION

All the following described land and premises, situate in the County of Queen Anne, State of Maryland, more particularly described as follows:

ALL that parcel of ground, situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, on the north side of the public road leading from the Coxes Neck Road to Oscar Dunn's Oyster House, adjoining the lands of Perry Bailey on the east, the lands of W.E. Denney on the north, and the lands, of Ethel Royal on the West, and containing one quarter of an acre of land, more or less.

For source of title see Deed Book 69, Page 426.

LAW OFFICES, PERDUE, OWRUTSKY & WHITEHEAD, PROFESSIONAL ASSOCIATION

AND your Trustees sold the aforedescribed property to Mid State Homes, Inc, A body Corporate of Florida

at and for the sum of $ 4000.00 at that sum, being the highest bidder therefor, and the said purchaser or purchasers have complied with the terms of the sale.

Respectfully submitted,

Lloyd O. Whitehead, Substitute Trustee

Donald C. Davis, Substitute Trustee

STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 9th day of December, 1977, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared LLOYD O. WHITEHEAD and DONALD C. DAVIS, Substitute Trustees named in the aforegoing Report of Sale, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true and correct to the best of their knowledge, information and belief and that the sale therein reported was fairly made.

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

Beverly A. Tilghman
NOTARY PUBLIC

My Commission Expires: July 1, 1978

LAW OFFICES, PERDUE, OWRUTSKY & WHITEHEAD, PROFESSIONAL ASSOCIATION

ORDER NISI

ORDERED by the Circuit Court of Queen Anne's County, Maryland, in Equity on this _____ day of _____, 1977, that the sale of the property mentioned in these proceedings made and reported by Lloyd O. Whitehead and Donald C. Davis, Substitute Trustees, under the power of sale contained in the Deed of Trust from Calvin Pressley and Shirley B. Pressley, his wife, and more specifically referred to in the Report of Sale filed in these proceedings, be ratified and confirmed, unless cause to the contrary be shown on or before the _____ day of _____, 1978; provided a copy of this Order be inserted in some newspaper published in said Queen Anne's County, once in each of three successive weeks before the _____ day of _____, 197_.

The report states the amount of the sale to be $ 4000.00.

_____
Clerk

FINAL ORDER OF RATIFICATION

ORDERED by the Circuit Court for Queen Anne's County, State of Maryland, this 8th day of February, 1978, that the sale made and reported by the Substitute Trustees, aforesaid, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in this cause; that said Substitute Trustees are allowed a fee of $250.00 in lieu of commission.

B. Jack M. Turner Jr.
JUDGE

LAW OFFICES, PERDUE, OWRUTSKY & WHITEHEAD, PROFESSIONAL ASSOCIATION

LLOYD O. WHITEHEAD and
DONALD C. DAVIS,
Substitute Trustees

-vs-

CALVIN PRESSLEY and
SHIRLEY B. PRESSLEY, his wife

No. 6076 Chancery

In the Circuit Court

For Queen Anne's County,

State of Maryland

****

PURCHASER'S AFFIDAVIT

STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 9 th day of December, 1977, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared LLOYD O. WHITEHEAD, the purchaser of the real estate describe in the above proceedings, and he did make oath in due form of law:

1. That in making said purchase, he was acting as agent for MID-STATE HOMES, INC. a body corporate of the State of Florida.

2. That there are no other parties than MID-STATE HOMES, INC interested in the purchase of the said real estate as principals.

3. That he, as agent for MID-STATE HOMES, INC. did not directly or indirectly discourage anyone from bidding for said property.

Affiant

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

Beverly A. Telghman
NOTARY PUBLIC

My Commission Expires: July 1, 1978.

FILED
DEC 9 1977

LAW OFFICES, PERDUE, OWRUTSKY & WHITEHEAD, PROFESSIONAL ASSOCIATION

LIBER 10 PAGE 160

PERDUE, OWRUTSKY & WHITEHEAD
Professional Association
Attorneys-at-Law
212 East Main Street
Salisbury, Maryland 21801

LLOYD O. WHITEHEAD and DONALD C. DAVIS, Substitute Trustees	*	No. 6076 chancery
	*	In the Circuit Court
-vs-	*	For Queen Anne's County
CALVIN PRESSLEY and SHIRLEY B. PRESSLEY, his wife Box 359 Chester, Maryland 21619	*	State of Maryland

****

ORDER NISI

ORDERED by the Circuit Court for Queen Anne's County, Maryland, in Equity, on this 12th day of December, 1977, that the sale of the property mentioned in these proceedings made and reported by Lloyd O. Whitehead and Donald C. Davis, Substitute Trustees, under the power of sale contained in the Deed of Trust from Calvin Pressley and Shirley B. Pressley, his wife, and more specifically referred to in the Report of Sale filed in these proceedings, be ratified and confirmed, unless cause to the contrary be shown on or before the 12th day of January, 1978; provided a copy of this Order be inserted in some newspaper published in said Queen Anne's County, once in each of three (3) successive weeks before the 5th day of January, 1978.

The Report states the amount of the sale to be $ 4000.00.

FILED
DEC 12 1977

Charles W. Cole
CLERK

LAW OFFICES, PERDUE, OWRUTSKY & WHITEHEAD, PROFESSIONAL ASSOCIATION

January 18 ..... 19..78

THIS IS TO CERTIFY, That the annexed

Trustees Sale
Calvin & Shirley B. Pressley ..... 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 .....1..... day of December ..... 1977..

BAY PUBLISHING CORPORATION
Publishers

By Phyllis Welch

PERDUE, OWRUTSKY & WHITEHEAD
PROFESSIONAL ASSOCIATION
212 East Main Street
Salisbury, Maryland 21801

Trustees' Sale
of
Valuable Home and Lot at or Near Kent Island, Maryland

By virtue of the Power of Sale and authority contained in a Deed of Trust executed by Calvin Pressley and Shirley B. Pressley, his wife, to Jim Walter Corporation, dated April 16, 1969, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. No. 42, Folio 150, the undersigned will sell at PUBLIC AUCTION:

AT THE FRONT DOOR OF THE COURTHOUSE AT CENTREVILLE, MARYLAND on:

Fri., December 9, 1977

at or about the hour of 11:00 o'clock a.m., all the following described real estate, known as land and premises situate in the county of Queen Anne's, State of Maryland, more particularly described as follows:

ALL that parcel of ground, situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, on the north side of the public road leading from the Coxes Neck Road to Oscar Dunn's Oyster House, adjoining the lands of Perry Bailey on the east, the lands of W.E. Denney on the north, and the lands, of Ethel Royal on the West, and containing, one quarter of an acre of land, more or less, For source of title see *Deed Book 69, Page 426.*

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

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

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

Lloyd O. Whitehead and Donald C. Davis,
Substitute Trustees
212 East Main Street
Salisbury, Maryland 21801
Telephone: 749-2211 (Area code 301)

11-9-4-R.O.

EXAM
FEB 3 1978

LIBER 10 PAGE 161

LIBER 10 PAGE 162

January 18 ..... 19 78

THIS IS TO CERTIFY, That the annexed ORDER NISI Calvin & Shirley B. Pressley ..... 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 ...5..... day of January 78 ..... 19....

BAY PUBLISHING CORPORATION
Publishers

By Phyllis A. Welch

PERDUE, OWRUTSKY & WHITEHEAD
Professional Association
Attorneys-at-Law
212 East Main Street
Salisbury, Maryland 21801

LLOYD O. WHITEHEAD and DONALD C. DAVIS,
Substitute Trustees
vs.
CALVIN PRESSLEY and SHIRLEY B. PRESSLEY,
his wife
Box 359
Chester, Maryland 21619

No. 6076 Chancery
In The Circuit Court for
Queen Anne's County
State of Maryland

ORDER NISI

ORDERED by the Circuit Court for Queen Anne's County, Maryland, in Equity, on this 12th day of December, 1977, that the sale of the property mentioned in these proceedings made and reported by Lloyd O. Whitehead and Donald C. Davis, Substitute Trustees, under the power of sale contained in the Deed of Trust from Calvin Pressley and Shirley B. Pressley, his wife, and more specifically referred to in the Report of Sale filed in these proceedings, be ratified and confirmed, unless cause to the contrary be shown on or before the 12th day of January, 1978; provided a copy of this Order be inserted in some newspaper published in said Queen Anne's County, once in each of three (3) successive weeks before the 5th day of January, 1978.

The Report states the amount of the sale to be $4000.00.

Charles W. Cecil, Clerk

TRUE COPY, TEST:
Charles W. Cecil, Clerk
By: Betty M. Comegys, Deputy Clerk
Filed: Dec. 12, 1977

12-21-3-R.O.

RECEIVED
FEB 3 1978

LLOYD O. WHITEHEAD and DONALD C. DAVIS, Substitute Trustees

-vs-

CALVIN PRESSLEY and SHIRLEY B. PRESSLEY

No. 6076 Chancery

In the Circuit Court

For Queen Anne's County

State of Maryland

****

CERTIFICATE OF AUCTIONEER

STATE OF MARYLAND, COUNTY OF WICOMICO, TO WIT:

I, Orren J. Brittingham, Auctioneer, make oath that on the 9th day of December, 1977 at 11:00 o'clock a.m., I did attend and conduct an auction sale at the front door of the Court House of Centreville, Maryland, whereby I sold the real estate described in Equity Case 6076 in the Circuit Court for Queen Anne's County, Maryland, located Centreville, Queen Anne's County, Maryland, the same being the property of Calvin Pressley and Shirley B. Pressley, and did sell the said property unto Mid-State Homes, Inc. at and for the sum of $4,000.00, the said sale being attended by Lloyd O. Whitehead, Substitute Trustee, and myself; further, that there was bidding by the said Lloyd O. Whitehead, Substitute Trustee, and the said Mid-State Homes, Inc. and that the sale was conducted in a fair and open manner with competitive bidding; that the advertisement of sale was read by myself as Auctioneer and that due notice of the said sale was given from the Court House door for all interested parties to hear.

Orren J. Brittingham
ORREN J. BRITTINGHAM, AUCTIONEER

AS WITNESS my hand and Notarial Seal this 21st day of February, 1978.

Beverly A. Tilghman
NOTARY PUBLIC

My Commission Expires: July 1, 1978

RECEIVED
CLERK, CIRCUIT COURT
1978 MAR -2 AM 9:48
QUEEN ANNE'S COUNTY

LIBER 10 PAGE 163

LAW OFFICES, PERDUE, GWRUTSKY & WHITEHEAD, PROFESSIONAL ASSOCIATION

LIBER 10 PAGE 164

LLOYD O. WHITEHEAD and DONALD C. DAVIS, Substitute Trustees	*	NO. 6076 CHANCERY
	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
Vs.	*	STATE OF MARYLAND.
CALVIN PRESSLEY and SHIRLEY B. PRESSLEY, his wife	*	

****

AFFIDAVIT

PURSUANT to theprovisions of Second Circuit Rule 12 c, I hereby certify that I have examined all appropriate public records, and based thereon, together with all other knowledge that I possess, I believe that the distribution of funds in the case of Lloyd O. Whitehead, and Donald C. Davis, Substitute Trustees, vs. Calvin Pressley and Shirley B. Pressley, his wife, Equity No. 6076, should be authorized as set forth in the attached Suggested Account.

DONALD C. DAVIS

LLOYD O. WHITEHEAD
Substitute Trustees.

LAW OFFICES, PERDUE, OWRUTSKY & WHITEHEAD, PROFESSIONAL ASSOCIATION

RECEIVED
CLERK. CIRCUIT COURT
1978 MAR -2 AM 9:48
QUEEN ANNE'S COUNTY

LLOYD O. WHITEHEAD and	*	NO. 6076 CHANCERY
DONALD C. DAVIS, Substitute Trustees	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
Vs.	*	STATE OF MARYLAND.
	*	
CALVIN PRESSLEY and SHIRLEY B. PRESSLEY, his wife	*	
Box 359 Chester, Maryland 21619	*	

****

SUBSTITUTE TRUSTEES' SUGGESTED STATEMENT OF ACCOUNT

CREDITS

TO: Proceeds of Sale per Report of Sale filed herein $4,000.00

DEBITS

BY: Expenses of Sale (invoices for same attached)

Charles W. Cecil, Clerk		
Court costs advanced		$ 50.00
Additional Court costs		63.00
Queen Anne's Record Observer		
Advertising	$102.00	
Order Nisi	63.00	165.00
Orren J. Brittingham		
Auctioneer's fee		50.00
Gray Insurance Agency, Inc.		
Bond premium		24.00
Queen Anne's County, Treasurer		
7-1-77 to 12/9/77 - 5 mos. 9 days ($8.636 per mo - $0.288 per day total bill was $103.64)		45.77
Beverly A. Tilghman - notary fees		5.00
Lloyd O. Whitehead and Donald C. Davis -		
Trustees' fee in lieu of commissions		250.00
J. Thomas Clark, Auditor's fee		45.00
TOTAL EXPENSES		$ 697.77
By: Distribution to Mortgagee per Affidavit filed herein		$4,267.35
TOTAL DEBITS		$4,965.12
Purchase Price		$4,000.00
DEFICIENCY HEREIN		$ 965.12

LAW OFFICES, PERDUE, OWRUTSKY & WHITEHEAD, PROFESSIONAL ASSOCIATION

LLOYD O. WHITEHEAD and DONALD C. DAVIS, Substitute Trustees	*	IN THE CIRCUIT COURT
vs.	*	FOR
CALVIN PRESSLEY and SHIRLEY B. PRESSLEY Box 359 Chester, Maryland	*	QUEEN ANNE'S COUNTY
	*	IN EQUITY NO. 6076

* * * * * * * * * * *

TO THE HONORABLE, THE JUDGE OF SAID COURT:

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

1. That this account is stated at the request of Lloyd O. Whitehead and Donald C. Davis, Substitute Trustees in sale of land, wherein it appears that the proceeds of sale are insufficient to pay the indebtedness; the deficiency is in the amount of $970.12.

2. That in the within account of Lloyd O. Whitehead and Donald C. Davis, Substitute Trustees, charged with the proceeds of sale made by them; and they are allowed their commissions for sale of land, the court costs paid in this cause, the premium paid on the bond, the costs paid of advertising Notice of Sale in this cause, the costs of Order Nisi of Sale paid in this cause, the county taxes paid on the real estate in this cause, the notary fees paid in this cause, the amount paid to the auctioneer for crying said sale, the fee of your auditor, and the balance was credited toward the mortgage indebtedness.

Respectfully submitted,

March 15, 1978

J. Thomas Clark

J. Thomas Clark, Auditor

FILED

MAR 15 1978

CIRCUIT COURT
QUEEN ANNE'S CO.

CAUSE NO. 6076

The proceeds of sale of land reported in this cause in account with Lloyd O. Whitehead and Donald C. Davis, Substitute Trustees, in the sale of said land, and vendors of said land.

CR.

1977 Dec. 9	By proceeds of the sale of land, per reports of said vendors, to wit:	$4,000.00

DR.

To Lloyd O. Whitehead and Donald C. Davis, Substitute Trustees for Commission in said sale			$250.00
To do, for an amount paid Charles W. Cecil, Clerk for			
1. Court costs		$103.00	
2. Appearance Fee		10.00	$113.00
To do for an amount paid Gray Insurance Agency, Inc. for the bond premium in said sale			24.00
To do, for an amount paid Orren Joseph Brittingham, for crying said sale			50.00
To do, for an amount paid the Queen Anne's Record-Observer for			
1. Advertising said sale		102.00	
2. Order Nisi		63.00	165.00
To do, for an amount paid Oscar A. Shulz, Treauser for Queen Anne's County for: taxes 5 months 9 days $8.636 per month $0.288 per day			45.77
To do, for an amount paid for Notary Fees to Beverly A. Tilghman			5.00
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 Jim Walters Corporation for part of the principal and interest due on mortgage which is in the full amount of $4,267.35			3,297.23
			$4,000.00

March 15, 1978

J. Thomas Clark
Auditor

LIBER 10 PAGE 167

LLOYD O. WHITEHEAD and
DONALD C. DAVIS
Substitute Trustees

vs.

CALVIN PRESSLEY and
SHIRLEY B. PRESSLEY
Box 359
Chester, Maryland

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY NO. 6076

* * * * * * * * * * * * *

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on March 15, 1978, 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:

Perdue, Owrutsky & Whitehead
Attention: Lloyd O. Whitehead
212 East Main Street
Salisbury, MD 21801

Perdue, Owrutsky & Whitehead
Attention: Donald C. Davis
212 East Main Street
Salisbury, MD 21801

Calvin Pressley and
Shirley B. Pressley
Box 359
Chester, MD 21619

Jim Walter Corporation
P.O. Box No. 9128
Tampa, FL 33602

Pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on March 15, 1978, with the Clerk of the Court, Centreville, Maryland, and the exceptions to said audit must be filed on or before March 30, 1978, and that if no exeptions are filed within such fifteen-day period, the account may thereupon be ratified on March 31, 1978.

J. Thomas Clark
Auditor

RECEIVED
CLERK, CIRCUIT COURT
1978 MAR 15 PM 1:20
QUEEN ANNE'S COUNTY

LLOYD O. WHITEHEAD, ET AL.,
Substitute Trustees

vs.

CALVIN PRESSLEY, et al.

* IN THE CIRCUIT COURT
* FOR QUEEN ANNE'S COUNTY
* IN EQUITY
* No. 6076

NISI RATIFICATION OF AUDIT

ORDERED this 15th day of March, 19 78, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 31st day of March, 19 78, 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. Coe Clerk

Filed March 15, 1978

LIBER 10 PAGE 169

LIBER 10 PAGE 170

	*	IN THE CIRCUIT COURT
LLOYD O. WHITEHEAD, ET AL., Substitute Trustees	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6076
	*	
CALVIN PRESSLEY, et al.	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 31st day of March, 19 78, by the Court that the account of the Auditor is finally ratified and confirmed, and Lloyd O. Whitehead and Donald C. Davis, Substitute 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. Cecil Clerk

Filed March 31, 1978

PIONEER POINT

Chase Manhattan Bank (N.A.) v. W.A.M. Builders, Inc. et al, Equity No. 5828

Key Documents to be Recorded.

1. Bill of Complaint (no exhibits)
2. Order dated 7/6/76
3. Order dated 8/31/76
4. Report of Sale dated 1/6/77
5. Order Nisi On Sale
6. Order dated 2/15/77

~~6. Motion for Decree Pro Confesso~~

~~7. Decree Pro Confesso dated 2/2/78~~

~~8. Motion for Final Decree~~

~~9. Final Decree~~

Mr. Clerk:

Please record the above papers at length in the Judgment In Extenso Record Book for Queen Anne's County.

William B. Rafferty

FILED

MAR 27 1978

CIRCUIT COURT
QUEEN ANNE'S CO.

LIBER 10 PAGE 272

LIBER 10 PAGE 172

THE CHASE MANHATTAN BANK (National Association)	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
W.A.M. BUILDERS, INC., an Ohio Corporation 2238 South Hamilton Road Columbus, Ohio 43227	*	QUEEN ANNE'S COUNTY
	*	Equity No. 5828
and	*	
EDWARD J. HALLORAN 235 Pelhamdale Avenue Pelham, New York 10803	*	
Defendants	*	JUL-6-76 * 29351 ****40.00
	*	JUL-6-76 A 29351 ****40.00

BILL OF COMPLAINT TO FORECLOSE MORTGAGE ON REAL PROPERTY

The Bill of Complaint of The Chase Manhattan Bank (National Association) by William B. Rafferty and K. Donald Proctor, its solicitors, respectfully shows:

1. The Complainant is a national banking association existing under the laws of the United States of America.

2. The Defendant, W.A.M. Builders, Inc. is an Ohio Corporation with an office at 2238 South Hamilton Road, Columbus, Ohio 43227; the Defendant, Edward J. Halloran resides at 235 Pelhamdale Avenue, Pelham, New York 10803.

3. The Complainant is the holder or assignee of certain mortgages, hereinafter described, from the Defendants, covering real property in Queen Anne's County, Maryland, known as "Pioneer Point", to secure promissory notes, hereinafter described, in an aggregate principal amount of $2,650,000 owing to Complainant.

4. The said promissory notes and mortgages are in default, which default is continuing, and the aggregate amount of

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unpaid principal and interest due on said notes at April 1, 1976 is $3,492.502.76.

5. Attached hereto as exhibits and made a part hereof are the following:

A. Original executed mortgage from Charnita, Inc. to United Nuclear Corporation dated November 26, 1969, and recorded in Liber 45, Page 95 of the Land Records of Queen Anne's County, bearing assignment from United Nuclear Corporation to The Chase Manhattan Bank (N.A.).

B. Original executed mortgage from Charnita, Inc. to United Nuclear Corporation dated September 28, 1972 and recorded in Liber 67, Page 514 of the Land Records of Queen Anne's County, bearing assignment from United Nuclear Corporation to The Chase Manhattan Bank (N.A.).

C. Original executed mortgage from W.A.M. Builders, Inc. and Edward J. Halloran to The Chase Manhattan Bank (N.A.) dated February 20, 1974, and recorded in Liber 81, Page 601, of the Land Records of Queen Anne's County.

D. Original executed Consolidation, Modification and Spreader Agreement between Edward J. Halloran and W.A.M. Builders, Inc., with The Chase Manhattan Bank, dated February 20, 1974, and recorded in Liber 81, Page 638, of the Land Records of Queen Anne's County.

E. Original executed Allonge between W.A.M. Builders, Inc., Edward J. Halloran and The Chase Manhattan Bank (N.A.) dated February 21, 1974 attaching three promissory notes secured by the aforesaid mortgages and consolidating them to evidence a single indebtedness in the amount of $2,650,000.

F. Statement of Mortgage Debt showing principal and

LIBER 80 PAGE 173

LIBER 10 PAGE 178

interest due under the aforesaid mortgages at April 1, 1976, and other payments due thereunder in the total amount of $3,503,446.50.

G. Military Affidavit with respect to Edward J. Halloran.

6. The Consolidation, Modification and Spreader Agreement (exhibit D) consolidates the indebtedness and spreads the liens of the mortgages so that they become a single lien under one first mortgage. The Agreement further provides that the provisions of the mortgage dated February 20, 1974 (exhibit C) supercede the provisions of the prior two mortgages (exhibits A and B). The mortgage of February 20, 1974 contains neither an assent to decree nor a valid power of sale. The jurisdiction of the Court to foreclose this mortgage is therefore invoked under Maryland Rule W73.

WHEREFORE, your Complainant prays:

1. That this Court pass an Order directing the issuance and Service of Process pursuant to Maryland Rule 107.

2. That this Court pass an Order requiring the Defendants, and each of them, to show cause why an Order should not be passed in this proceeding directing the sale of the mortgaged property prior to the passage of a final decree, pursuant to Maryland Rule W73 b2.

3. That this Court order a foreclosure of the mortgaged property pursuant to the provisions of Maryland Rule W73.

4. That the Complainant may have such other and further

relief as its cause may require.

THE CHASE MANHATTAN BANK (N.A.)

BY: Robert Quinn
Assistant Treasurer

William B. Rafferty

K. Donald Proctor
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202

STATE OF NEW YORK)
) to wit:
COUNTY OF NEW YORK)

Before me, a Notary Public of the County and State aforesaid, on this 28th day of June, 1976, personally appeared ROBERT QUINN of The Chase Manhattan Bank (N.A.), who made oath in due form of law that the facts and matters as set forth in the aforegoing Complaint are true and correct to the best of his knowledge, information and belief.

Notary Public

BONNIE J. BELL
NOTARY PUBLIC, State of New York
No. 4517706 Qual. in Westchester Co.
Commission Expires March 30, 1978

LIBER 13 PAGE 2

THE CHASE MANHATTAN BANK (National Association)	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	QUEEN ANNE'E COUNTY
W.A.M. BUILDERS, INC.	*	
and	*	Equity No.
EDWARD J. HALLORAN	*	
Defendants	*	

ORDER

This Court having reviewed the verified Bill of Complaint to foreclose mortgage on real property filed herein, and this Court having found from said verified Bill of Complaint reasonable grounds that as a result of the final hearing in this case, a sale of the mortgaged property will be ordered, it is, pursuant to Maryland Rule W73, this 6TH day of July 1976,

ORDERED that:

1. Process shall be issued by the Clerk and copies of the Summons, Bill of Complaint, the Exhibits thereto, and this Order shall be served on the Defendants, and each of them, pursuant to Maryland Rule 107 a2.

2. The Defendants, and each of them, shall show cause within 15 days from the date of service on them of a copy of this Order together with copies of the Summons, Bill of Complaint and Exhibits thereto, why this Court should not pass an Order directing the sale of the mortgaged property before the passage of a final decree herein, provided that in the event of such a sale, the proceeds thereof shall be invested pending distribution pursuant to final decree. Each Defendant must either file a counter-affidavit or a written and verified answer opposing the

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JUL 6 1976

Bill of Complaint at or before that time, and upon his failure to do so, the facts in the Complainant's verified Bill of Complaint shall be deemed admitted, and the sale may be ordered.

Clayton C. Carter
Judge

10 PAGE 177

THE CHASE MANHATTAN BANK (National Association)	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
W.A.M. BUILDERS, INC.	*	QUEEN ANNE'S COUNTY
and	*	Equity No. 5828
EDWARD J. HALLORAN	*	
Defendants	*	

ORDER

This Court having reviewed the verified Bill of Complaint in this matter, the Affidavits of Service of Process by Registered Mail pursuant to Maryland Rule 107, and the Show Cause Order issued on July 6, 1976 requiring the Defendants to show cause within fifteen days from the date of service on them of a copy of said Order and Summons, Bill of Complaint and exhibits thereto, why this Court should not pass an Order directing the sale of the mortgaged property before the passage of a final decree herein, and further requiring the Defendants to file a counter affidavit or a verified answer opposing the Bill of Complaint at or before that time, and upon their failure to do so the facts in the Bill of Complaint shall be deemed admitted and a sale may be ordered; and it appearing from the aforesaid Affidavits of Service that the said Defendants were duly served with copies of the Order, Summons, Bill of Complaint and exhibits thereto, and it further appearing that no counter affidavit, verified answer or response of any kind has been filed by either Defendant within the time provided by said Order,

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and this Court being satisfied by clear and convincing proof that, as a result of the final hearing in this case, a sale would be ordered, it is therefore this 31st day of August 1976.

ORDERED THAT:

1. Pursuant to Maryland Rule W73, b 2 the mortgaged property in this proceeding shall be sold at public auction;

2. William B. Rafferty be and he is hereby appointed Trustee to make such sale;

3. Said Trustee shall first file with the clerk of this Court a bond to the State of Maryland, with a surety approved by the Court or by the Clerk, in the penalty of Twenty-five Thousand Dollars, conditioned upon the faithful performance of the trust reposed in him by this Decree, provided that if said mortgaged property shall be sold to a party other than the Complainant, the penalty of said bond shall be increased by the Court in an amount deemed by it to be appropriate;

4. Said Trustee shall comply with all of the provisions of the Maryland Rules applicable to the foreclosure of mortgages containing an assent to a decree, except that after said sale has been made and the proceeds, if any, shall have been received by the Trustee he shall apply to this Court for an Order directing him to deposit or invest such proceeds in such manner as the Court may require pending distribution pursuant to final decree.

Clayton C. Carlin
Judge

LIBER 1C PAGE 130

THE CHASE MANHATTAN BANK (N.A.)	*	IN THE
Plaintiff	*	CIRCUIT COURT
v.	*	FOR
W.A.M. BUILDERS, INC., et al	*	QUEEN ANNE'S COUNTY
Defendant	*	Equity No. 5828

* * * * * * *

REPORT OF SALE

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT OF QUEEN ANNE'S COUNTY:

The Report of Sale of William B. Rafferty, Trustee appointed by Order of Court in the above entitled cause to make sale of all of the fee simple property and certain personal property in these proceedings, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said Order, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the QUEEN ANNE'S RECORD OBSERVER, a weekly newspaper published in Queen Anne's County, for more than three successive weeks preceding the day of sale, the said Trustee did pursuant to said notice, on Tuesday the 4th day of January, 1977, at 2:00 P.M., attend on the premises and then and there there sold said fee simple property to The Chase Manhattan Bank (N.A.) for the price of One Million Seven Hundred Thousand Dollars ($1,700,000), it being then and there the highest bidder therefore;

AND immediately after the aforesaid sale of fee simple property, the said Trustee then and there sold certain office furnishings to The Chase Manhattan Bank (N.A.) for the price of Five Thousand Five Hundred Dollars ($5,500), it being then and there the highest bidder therefore;

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AND immediately after the sale of the office furnishings, the said Trustee then and there sold certain motor vehicles and items of farm and shop equipment to certain individuals for the aggregate price of Two Thousand Six Hundred and Fifty Five Dollars ($2,655.00) they being then and there the highest bidders therefore, the details of which sales are shown by Schedule A attached hereto and made a part hereof.

William B. Rafferty
Trustee

STATE OF MARYLAND)
) TO WIT:
ANNE ARUNDEL COUNTY)

I HEREBY CERTIFY that on this 6th day of January, 1977, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared William B. Rafferty, Trustee, and made oath that the facts stated in the aforegoing Report of Sale are true as therein set forth and that the sales thereby reported were fairly made.

WITNESS my hand and Notarial Seal.

Michelle L. Martinez
Notary Public

MICHELLE L. MARTINEZ NOTARY PUBLIC ANNE ARUNDEL CO., MD.

My Commission Expires 7-1-78

LIBER 10 PAGE 451

LIBER 10 PAGE 182 | Schedule A

Report of Sale of Farm Equipment

Item	Bid	Buyer	
Vice	$ 50.00	John Meany	
Chain Hoist	35.00	E. Cooper	(X01899)
Drill & Stand	40.00	E. Cooper	(X01899)
Bench Grinder	30.00	C. Clark	
Electric Welder	60.00	Jack Willard	
Anvil	80.00	D. Andrew	(H22938 Andrew's Repair and Body Shop)
Acetylene Set	80.00	D. Andrew	"
Band Saw	85.00	R. S. Unruh	
2pt Hitch Carrier	10.00	E. Cooper	(X01899)
2 Bottom Plow	35.00	R. Hopkins	
Sickle Bar Mower	65.00	R. Hopkins	
Littleton Cutter	220.00	S. Ashley	
Tractor	800.00	Jack Willard	
Dump Truck	380.00	R. Hopkins	
Chain Saw	85.00	N. Lockhart	
2 1/2 ton w/plow	400.00	S. Ashley	
GMC Pickup	35.00	D. Meyer	
Posthole Digger	160.00	S. Ashley	
Junk Truck	5.00	S. Ashley	
	$2,655.00 -	TOTAL SALE	

ORDER NISI ON SALE

THE CHASE MANHATTAN BANK (N.A.) Plaintiff vs. W.A.M. BUILDERS, INC., et al Defendants	In the Circuit Court for Queen Anne's County In Equity Cause No. 5828

ORDERED, this 10th day of January, 19 77, that the sale of the real and personal property, made and reported in this cause by William B. Rafferty, Trustee, be ratified and confirmed, on or after the 10th 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 3rd day of February, 19 77.

The report states the amount of sales ~~XXXXXXXXXXXXXXXXXX~~ of real property to be in the sum of $1,700,000.00 and personal property to be in the sum of $8,155.00.

Charles H. Cecil Clerk

Filed Jan. 10, 1977

LIBER 10 PAGE 183

I, LIBER 10 PAGE 184 I

THE CHASE MANHATTAN BANK (N.A.)	*	IN THE
Plaintiff	*	CIRCUIT COURT
v.	*	FOR
W.A.M. BUILDERS, INC., et al	*	QUEEN ANNE'S COUNTY
Defendant	*	EQUITY No. 5828

* * * * * * *

ORDER

UPON consideration of the Report of Sale filed herein by William B. Rafferty, Trustee, of the sale of certain fee simple and personal property in these proceedings, and of the Order Nisi issued thereon providing that said Report of Sale be ratified and confirmed unless cause to the contrary be shown on or before February 10, 1977, and said Order Nisi having been duly published as therein required, and no cause to the contrary having been shown, it is this 15th day of February, 1977, by the Circuit Court of Queen Anne's County ORDERED:

That the Report of Sale filed in these proceedings by William B. Rafferty, Trustee, be and the same is hereby ratified and confirmed.

B. Hackett Turner Jr.
Judge

FILED
FEB 15 1977

HELEN M. HOPKINS and LINZIE HOPKINS, her husband, 724 East 23rd Street Baltimore, Maryland 21218	*	IN THE
vs	*	CIRCUIT COURT FOR
RICHARD GRASON, JAMES B. GRASON, THOMAS GRASON and WILLIAM GRASON, JR., 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. Addresses unknown.	*	QUEEN ANNE'S COUNTY
	*	IN EQUITY
	*	NO. 6057

* * * * *

Mr. Clerk:

Please record the following pleadings among the Judgment In Extenso records:

1. Bill to Quiet Title --------- 3 pages
2. Order of Publication -------- 2 pages
3. Certificate of Publication -- 2 pages
4. Petition for Decree Pro Confesso ---------- 2 pages
5. Decree Pro Confesso --------- 1 page
6. Final Decree ---------- 3 pages

13 pages

Michael R. Foster

RECEIVED
CLERK, CIRCUIT COURT
1978 MAR 27 AM 10: 49
QUEEN ANNE'S COUNTY

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

HELEN M. HOPKINS and
LINZIE HOPKINS, her husband,
724 East 23rd Street
Baltimore, Maryland 21218

vs

RICHARD GRASON, JAMES B. GRASON, THOMAS GRASON and WILLIAM GRASON, JR., 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.
Addresses unknown

: IN THE

: CIRCUIT COURT FOR

: QUEEN ANNE'S COUNTY

: IN EQUITY

: NO. 6057

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:OCT 10-77 A 27237 *****40.00

BILL TO QUIET TITLE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Helen M. Hopkins and Linzie Hopkins, her husband, by Michael R. Foster, their attorney, 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 on or about the 22nd day of July, 1977, Helen M. Hopkins and Linzie Hopkins, her husband, the Complainants herein, received a Quit Claim Deed and Assignment, (a copy of which is attached and labeled Exhibit A) from Hilda Addison et al., being all the lawful heirs of the late Howard Cook to all that lot, parcel or tract of land described as follows:

ALL that lot or parcel of ground situate, lying and being in the Fifth Election District of Queen Anne's County, on the west side of Sawmill Lane, being bounded on the north by Gibbs Lane and the property of or formerly of Clarence Berry, on the east by the aforementioned Sawmill Lane, on the south by the lands of Bethel A.M.E. Church and the west by the lands of or formerly of Armon R. Brown and Rachel V. Little.

3. That although the said Howard Cook, late of Queen Anne's County, uncle to Helen M. Hopkins, occupied, resided and paid taxes on said property for a period far in excess of twenty (20) years, a diligent search of the Land Records and Probate Records fails to reveal any instrument which lawfully vested him with fee simple ownership.

4. That Helen M. Hopkins and Linzie Hopkins, her husband, have caused said land to be surveyed and plated by J. R. McCrone, Jr., Inc., Professional Engineers and Surveyors, copies of said survey plat and description thereof being attached and labeled Complainant's Exhibit B and Complainant's Exhibit C.

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

5. That a diligent search of the Land Records of Queen Anne's County reveals that said property was once a portion of the estate of the late Governor William Grason who died on or about July 1868. That by a Deed of Trust instrument dated April 11, 1868, and recorded among the Queen Anne's County Land Records in Liber S.E.D. No. 3, folio 413 and 416 the said William Grason conveyed said lands and real estate unto Philemon B. Hopper and Lloyd Tilghman, in trust, to pay certain annuties and debts, and providing for sale and remainder to his sons Richard Grason, James B. Grason, Thomas Grason and William Grason.

6. That a review of Chancery Case No. 269 in the Circuit Court for Queen Anne's County, in Equity, administering said trust, reveals sales of various real estate including 2 farms and numerous woodland parcels carved out of a single large woodland tract. That it appears a portion of said woodland tract, of which the Cook lands, now Hopkins lands, were a part, were not sold and thereby vested in the beneficiaries of the trust.

7. That the Land Records of Queen Anne's County do not reveal any subsequent transfers of said remaining lands by the Respondents herein, Richard Grason, James B. Grason, Thomas Grason, and William Grason, Junior.

8. That Helen M. Hopkins and Linzie Hopkins, her husband, the Complainants herein and their predessessors in title, the heirs of Howard Cook and the late Howard Cook individually, have been in actual, visible, continuous, and exclusive possession of said lands platted and described in Exhibits B and C and have held the same openly, notoriously and adversly against the claim of anyone, including the above mentioned respondents or anyone claiming through them for a period far in excess of 20 years.

9. That said Complainants are now in possession of the said 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.

10. That no action at law or in equity is now pending to that the validity or to quiet title to the land aforementioned.

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.

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

AND AS IN DUTY BOUND, ETC.

Michael R. Foster
103 Lawyers Row
Centreville, Maryland 21617
758-1660

Helen M. Hopkins

Linzie Hopkins, her husband

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

I HEREBY CERTIFY, that on this 6TH day of OCTOBER, 1977, before me, a Notary Public of the State and County aforesaid, personally appeared HELEN M. HOPKINS and LINZIE HOPKINS, her husband, 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.

Joseph L. Marrocco
Notary Public

My Commission Expires: July 1978

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

HELEN M. HOPKINS and LINZIE HOPKINS, her husband, 724 East 23rd Street Baltimore, Maryland 21218	:	IN THE
vs	:	CIRCUIT COURT FOR
RICHARD GRASON, JAMES B. GRASON, THOMAS GRASON and WILLIAM GRASON, JR., 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. Addresses unknown	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
	:	NO. 6057

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. That this proceeding is filed under the provisions of the Annotated Code of Maryland, Real Property, Section 14-108 (1975).

2. That on or about the 22nd day of July, 1977, Helen M. Hopkins and Linzie Hopkins, her husband, the Complainants herein, received a Quit Claim Deed and Assignment, (a copy of which is attached and labeled Exhibit A) from Hilda Addison et al., being all the lawful heirs of the late Howard Cook to all that lot, parcel or tract of land described as follows:

ALL that lot or parcel of ground situate, lying and being in the Fifth Election District of Queen Anne's County, on the west side of Sawmill Lane, being bounded on the north by Gibbs Lane and the property of or formerly of Clarence Berry, on the east by the aforementioned Sawmill Lane, on the south by the lands of Bethel A.M.E. Church and the west by the lands of or formerly of Armon R. Brown and Rachel V. Little.

3. That although the said Howard Cook, late of Queen Anne's County, uncle to Helen M. Hopkins, occupied, resided and paid taxes on said property for a period far in excess of twenty (20) years, a diligent search of the Land Records and Probate Records fails to reveal any instrument which lawfully vested him with fee simple ownership.

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

4. That Helen M. Hopkins and Linzie Hopkins, her husband, have caused said land to be surveyed and plated by J. R. McCrone, Jr., Inc., Professional Engineers and Surveyors, copies of said survey plat and description thereof being attached and labeled Complainant's Exhibit B and Complainant's Exhibit C.

5. That a diligent search of the Land Records of Queen Anne's County reveals that said property was once a portion of the estate of the Late Governor William Grason who died on or about July, 1868. That by a Deed of Trust instrument dated April 11, 1868, and recorded among the Queen Anne's County Land Records in Liber S.E.D. No. 3, folio 413 and 416 the said William Grason conveyed said lands and real estate unto Philemon B. Hopper and Lloyd Tilghman, in trust, to pay certain annuties and debts, and providing for sale and remainder to his sons Richard Grason, James B. Grason, Thomas Grason and William Grason.

6. That a review of Chancery Case No. 269 in the Circuit Court for Queen Anne's County, in Equity, administering said trust, reveals sales of various real estate including 2 farms and numerous woodland parcels carbed out of a single large woodland tract. That it appears a portion of said woodland tract, of which the Cook lands, now Hopkins lands, were a part, were not sold and thereby vested in the beneficiaries of the trust.

7. That the Land Records of Queen Anne's County do not reveal any subsequent transfers of said remaining lands by the Respondents herein, Richard Grason, James B. Grason, Thomas Grason and William Grason, Junior.

8. That Helen M. Hopkins and Linzie Hopkins, her husband, the Complainants herein and their predessessors in title, the heirs of Howard Cook and the late Howard Cook individually, have been in actual, visable, continuous, and exclusive possession of said lands platted and described in Exhibits B and C and have held the same openly, notoriously and adversly against the claim of anyone, including the above mentioned respondents or anyone claiming through them for a period far in excess of 20 years.

9. That said Complainants are now in possession of the said 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.

10. That no action at law or in equity is now pending to that the validity or to quiet title to the land aforementioned.

IT IS THEREUPON ORDERED, by the Circuit Court for Queen Anne's County, this 10th day of October, 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 9th day of November, 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 12th day of December, 1977, and file their answer to or other initial pleading in the Clerk's Office of said Court, as Centreville, Maryland; otherwise, a decree pro confesso and/or a final decree may be entered for the relief demanded by the Complainants.

FILED: October 10, 1977

Charles H. Cecil
CLERK

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

..December.16..... 19..77

THIS IS TO CERTIFY, That the annexed

...Order Of Publication..... 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 ...9..... day of ...November..... 19..77....

BAY PUBLISHING CORPORATION
Publishers

By Phyllis...Welch

RECEIVED
CLERK, CIRCUIT COURT
1977 DEC 16 PM 3:30
QUEEN ANNE'S COUNTY

HELEN M. HOPKINS and LINZIE HOPKINS, her husband,
724 East 23rd Street, Baltimore, Maryland 21218
vs.
RICHARD GRASON, JAMES B. GRASON, THOMAS GRASON and WILLIAM GRASON, JR., 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. Addresses unknown.

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN QUITY NO. 6057

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. That this proceeding is filed under the provisions of the Annotated Code of Maryland, REAL PROPERTY, Section 14-108 (1975).

2. That on or about the 22nd day of July, 1977, Helen M. Hopkins and Linzie Hopkins, her husband, the Complainants herein, received a Quit Claim Deed and Assignment, (a copy of which is attached and labeled exhibit A) from Hilda Addison et al., being all the lawful heirs of the late Howard Cook to all that lot, parcel or tract of land described as follows:

ALL that lot or parcel of ground situate, lying and being in the Fifth Election District of Queen Anne's County on the west side of Sawmill Lane, being bounded on the north by Gibbs Lane and the property of or formerly of Clarence Berry, on the east by the aforementioned Sawmill Lane, on the south by the lands of Bethel A.M.E. Church and the west by the lands of or formerly of Armon R. Brown and Rachel V. Little.

3. That although the said Howard Cook, late of Queen Anne's County, uncle to Helen M. Hopkins, occupied, resided and paid taxes on said property for a period far in excess of twenty (20) years, a diligent search of the Land Records and Probate Records fails to reveal any instrument which lawfully vested him with fee simple ownership.

4. That Helen M. Hopkins and Linzie Hopkins, her husband, have caused said land to be surveyed and plated by J.R. McCrone, Jr., Inc., Professional Engineers and Surveyors, copies of said survey plat and description thereof being attached and labeled Complainant's Exhibit B and Complainant's Exhibit C.

5. That a diligent search of the Land Records of Queen Anne's County reveals that said property was once a portion of the estate of the Late Governor William Grason who died on or about July, 1868. That by a Deed of Trust instrument dated April 11, 1868, and recorded among the Queen Anne's County Land Records in Liber S.E.D. No. 3, folio 413 and 416 the said William Grason conveyed said lands and real estate unto Philemon B. Hopper and Lloyd Tilghman, in trust, to pay certain annuities and debts, and providing for sale and remainder to his sons Richard Grason, James B. Grason, Thomas Grason and William Grason.

6. That a review of Chancery Case No. 269 in the Circuit Court for Queen Anne's County, in Equity, administering said trust, reveals sales of various real estate including 2 farms and numerous woodland parcels carbed out of a single large woodland tract. That it appears a portion of said woodland tract, of which the Cook lands, now Hopkins lands, were a part, were not sold and thereby vested in the beneficiaries of the trust.

7. That the Land Records of Queen Anne's County do not reveal any subsequent transfers of said remaining lands by the Respondents herein, Richard Grason, James B. Grason, Thomas Grason and William Grason, Junior.

8. That Helen M. Hopkins and Linzie Hopkins, her husband, the Complainants herein and their predessessors in title, the heirs of Howard Cook and the late Howard Cook individually, have been in actual, visable, continuous, and exclusive possession of said lands platted and described in Exhibits B and C and have held the same openly, notoriously and adversly against the claim of anyone, including the above mentioned and respondents or anyone claiming through them for a period far in excess of 20 years.

9. That said Complainants are now in possession of the said 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.

10. That no action at law or in equity is now pending to that the validity or to quiet title to the land aforementioned.

IT IS THEREUPON ORDERED, by the Circuit Court for Queen Anne's County, this 10th day of October, 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 9th day of November, 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 befere the 12th day of December, 1977, and file their answer to or other initial pleading in the Clerk's Office of said Court, as Centreville, Maryland; otherwise, a decree *pro confesso* and-or a final decree may be entered for the relief demanded by the Complainants.

Charles W. Cecil, Clerk

FILED: October 10, 1977

TRUE COPY TEST:
CHARLES W. CECIL, CLERK
BY: Betty M. Comegys
Deputy Clerk

10-12-4-R.O.

LIBER 10 PAGE 192

HELEN M. HOPKINS and LINZIE HOPKINS, her husband, 724 East 23rd Street Baltimore, Maryland 21218	:	IN THE
vs.	:	CIRCUIT COURT FOR
RICHARD GRASON, JAMES B. GRASON, THOMAS GRASON and WILLIAM GRASON, JR., 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. Addresses unknown	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
	:	NO. 6057

: : : : :

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainants, Helen M. Hopkins and Linzie Hopkins, by Michael R. Foster, 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, Richard Grason, James B. Grason, Thomas Grason and William Grason, Jr., and any unknown heirs, executors, administrators, personal representatives 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 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 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.

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

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CLERK-CIRCUIT COURT
1977 DEC 16 PM 3:31
QUEEN ANNE'S COUNTY

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.

Michael R. Foster
Solicitors for the Petitioners
103 Lawyers Row
Centreville, Maryland 21617
758-1660

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

HELEN M. HOPKINS and LINZIE HOPKINS, her husband, 724 East 23rd Street Baltimore, Maryland 21218	:	IN THE
vs.	:	CIRCUIT COURT FOR
RICHARD GRASON, JAMES B. GRASON, THOMAS GRASON and WILLIAM GRASON, JR., 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. Addresses unknown	:	QUEEN ANNE'S COUNTY
	:	IN EQUITY
	:	NO. 6057

DECREE PRO CONFESSO

That the aforegoing Petition having been read and considered, and it appearing that the Respondents, Richard Grason, James B. Grason, Thomas Grason and William Grason, Jr., and any of their unknown heirs, 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 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 and by solicitor.

IT IS THEREUPON this 20th day of December, 1977, 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, Richard Grason, James B. Grason, Thomas Grason and William Grason, Jr., and any of their unknown 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, 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.

FILED
DEC 20 1977

B. Hackett Turner Jr.
JUDGE

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

HELEN M. HOPKINS and LINZIE HOPKINS, her husband, 724 East 23rd Street Baltimore, Maryland 21218	*	IN THE
vs	*	CIRCUIT COURT FOR
RICHARD GRASON, JAMES B. GRASON, THOMAS GRASON and WILLIAM GRASON, JR., all deceased, and to their unknown heirs, executors, and administrators, who claim any interest in the real estate mentioned in these proceedings or who could claim to hold a lien or encumbrance on the real estate mentioned in these proceedings. Addresses unknown.	*	QUEEN ANNE'S COUNTY
	*	IN EQUITY
	*	NO. 6057

* * * * *

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 27th day of March, 1978, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED that:

(1) That Helen M. Hopkins and Linzie Hopkins 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 Richard Grason, James B. Grason, Thomas Grason and William Grason, Jr., 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 hereinbelow described as follows, to wit:

ALL that lot, parcel or tract of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, formerly known as the "Howard Cook Property" and being more particularly described, to wit:

BEGINNING for the same at an iron pipe set at the intersection of the division line between the lands of The Robinson A.M.E. Church (see B.H.T. 7/529) and the herein described lands with the westernmost side of Sawmill Road, as shown

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

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QUEEN ANNE'S CO.
LIBER 10 PAGE 195

on a plat by J. R. McCrone, Jr., Inc., Registered Engineers and Land Surveyors, dated September 29, 1977; thence, leaving said beginning point so fixed and binding on the first mentioned division line between the lands of The Robinson A.M.E. Church and the herein described lands, South 71° 36' 54" West 165.18 feet to an iron pipe set; thence, leaving said iron pipe and still binding on the division line between the lands of the aforementioned Robinson A.M.E. Church and the herein described lands, South 23° 16' 11" East 145.86 feet to a concrete monument found, reset in the northernmost side of Cemetery Lane; thence, leaving said monument and binding on the aforesaid Cemetery Lane South 70° 03' 19" West 35.68 feet to an iron pipe set; thence, leaving said iron pipe and said Cemetery Lane and binding on the division line between the lands of Armon Brown (see B.H.T. 4/223), the lands of Rachel V. Little (see C.W.C. 101/298) and the herein described lands, North 20° 52' 10" West 700.32 feet to an iron pipe found; thence, leaving said iron pipe found and binding on the division line between the lands of the aforementioned Rachel V. Little and the herein described lands, South 70° 03' 19" West 189.75 feet to an iron pipe found; thence, leaving said iron pipe and binding on the division line between the lands of Richard Sorrell (see C.W.C. 108/485), the lands of Elwood C. Cherry (see C.W.C. 86/77), and the herein described lands, North 14° 37' 12" West 261.12 feet to an iron pipe set; thence, leaving said iron pipe and binding on the division lines between the lands of Clarence A. Berry (see B.H.T. 6/316) and the herein described lands, the following two (2) courses and distances, North 71° 03' 55" East 323.80 feet to a stone found and North 16° 39' 08" West 123.99 feet to a point in the centerline of Gibbs Road; thence, leaving said point and binding on the aforesaid centerline of Gibbs Road, North 74° 59' 28" East 59.24 feet to the point of intersection of the aforesaid centerline of Gibbs Road with the westernmost side of the aforementioned Sawmill Road; thence, leaving said point and binding on the aforesaid westernmost side of Sawmill Road, the following courses and distances, South 06° 13' 13" East 103.68 feet to a point of curve; thence, with the arc of a curve to the left having a cord of South 14° 42' 57" East 243.28 feet, a radius length of 823.36 feet and an arc length of 244.17 feet to a point of tangency; thence, South 23° 12' 41" East 263.42 feet to a point of curve; thence, with the arc of a curve to the right having a cord of South 22° 28' 49" East 59.49 feet, a radius length of 2330.76 feet and an arc length 59.49 feet to a point of tangency and South 21° 44' 57" East 266.82 feet to the place of beginning. Containing in all 4.772 acres of land, more or less, as surveyed by J. R. McCrone, Jr., Inc., Registered Engineers and Land Surveyors in August of 1977.

BEING all of those lands contained within the Quit-Claim Deed and Assignment between Hilda Addison, Helen M. Hopkins, Albertha Reynolds, Roslyn Reynolds, Sylvia Reynolds, Leona Reynolds, Helen Marie Reynolds, Azalia Reynolds, James Reynolds, James Cook, Leroy Cook, Carrie Sharp, Beulah Perry, and Pearle Cook, the lawful heirs of Howard Cook and Helen M. Hopkins and Linzie Hopkins, her husband, by deed dated July 22, 1977 and recorded among the Land Record Books of Queen Anne's County in Liber C.W.C. No. 123, folio 740.

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

2. That Richard Grason, James B. Grason, Thomas Grason and William Grason, Jr., 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

LIBER 10 PAGE 198

IN THE MATTER OF
LEWIS W. HAMILTON for the
Appointment of a Guardian of the
Property of a Person Alleged
to be Under a Disability

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, MARYLAND

IN EQUITY NO. 5972

APR 11-77 * 29207 *****40.00
APR 11-77 A 29207 *****40.00

PETITION FOR APPOINTMENT OF A GUARDIAN

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Harry T. Hamilton, by his attorneys, Rasin and Rasin, respectfully represents to the Court as follows:

1. That the name of the person alleged to be under a disability is Lewis W. Hamilton, an 84 year old male, who resides with Mrs. William T. Morris of Church Hill, Maryland.

2. The petitioner is the brother of Lewis W. Hamilton.

3. That the names and addresses of all interested persons known to the petitioner and their relationship to Lewis W. Hamilton are as follows:

a) Harry T. Hamilton
Galena, Maryland 21635
Brother

b) Edgar T. Bromley
Gateway Drive, Box 233
Spinnerstown, Pennsylvania 18968
Nephew

c) Helen M. Hamilton
Galena, Maryland 21635
Sister-in-Law

d) William Wilson Bratton
118 North Street
Elkton, Maryland 21921
Personal Representative of
the estate of Anne M. Hamilton,
Deceased

e) Mrs. William T. Morris
Church Hill, Maryland
Mrs. Morris provides foster
care for Lewis W. Hamilton

LAW OFFICES
RASIN AND RASIN
COURT STREET
CHESTERTOWN, MD. 21620
(301) 778-3515

FILED
APR 11 1977

4. That Lewis W. Hamilton was institutionalized at the age of twenty-one with a major mental illness and remained hospitalized from 1917 until 1969, a period of fifty-two years. Since then, he has been in the foster care home of Mrs. William T. Morris of Church Hill, Maryland, because he cannot meet the ordinary demands of life without supervision. Because of the past mental disorder, advanced age and senility, Lewis W. Hamilton is unable to adequately comprehend and/or manage his affairs and property. Your petitioner files herewith the verified certificates of two physicians licensed to practice medicine in Maryland which confirms the above allegation. One of the physicians has examined the said Lewis W. Hamilton within ten days of the filing of this petition.

5. That Lewis W. Hamilton, by reason of inheritance, apparently has a one-thirty-third (1/33) interest in real property located in Georgetown, Kent County, Maryland, the property being part of an estate of Anne M. Hamilton, deceased. That estate is being administrated in the Orphans' Court of Kent County, Maryland, under estate number 4092, and the personal representative is William Wilson Bratton, 118 North Street, Elkton, Maryland 21921. It is the desire of the personal representative to sell the real property and close the estate, but clear title to the property cannot be conveyed without the consent of Lewis W. Hamilton or someone legally competent to act on his behalf.

Additionally, although it is not fully established, Lewis W. Hamilton may own, by way of inheritance, a one-thirty-third (1/33) interest in real property presently titled in the names of Harry T. Hamilton and his wife, Helen M. Hamilton, the property being adjacent to the aforementioned one in Georgetown, Maryland, Mr. and Mrs. Harry T. Hamilton are also interested in clearing title to this property, if any land does exist as described.

LAW OFFICES
RASIN AND RASIN
COURT STREET
CHESTERTOWN, MD. 21620
—
(301) 778-3515

WHEREFORE, your petitioner pray:

(a) That a person be appointed by the Court as a temporary guardian, with full power to act on behalf of Lewis W. Hamilton, until title to the real properties described above are cleared and the value of the estate of Lewis W. Hamilton is ascertained and accounted for.

(b) That, thereafter, Harry T. Hamilton be appointed the guardian of the estate of Lewis W. Hamilton.

(c) That such other relief be granted as the nature of the case may require.

Harry T. Hamilton, Petitioner

RASIN AND RASIN

By _____
Thomas Sisk
Attorney for Petitioner
Court Street
778-3515

STATE OF MARYLAND, COUNTY OF KENT, to wit:

I HEREBY CERTIFY, that on this 31st day of March, 1977, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Mr. Harry T. Hamilton, Petitioner aforesaid, and made oath in due form of law that the matters and facts as set forth in the foregoing Petition are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Virginia S. Olyff
Notary Public

My Commission expires:
July 1st, 1978

LAW OFFICES
RASIN AND RASIN
COURT STREET
CHESTERTOWN, MD. 21620

(301) 778-3515

CERTIFICATE OF PHYSICIAN

I, the undersigned, John R. Smith, Jr. MD hereby certify that I am a medical doctor licensed to practice in the State of Maryland; and, I further certify that I last examined Lewis W. Hamilton on the 23rd day of November, 1976, and my findings are as follows:

Nature of disability:

1) Cerebral Arteriosclerosis — cerebral ns insufficiency
2) Diabetes Mellitus

Extent of disability:

Indiv long standing resident ESSH Cambridge Md, living with family for custodial care past 4-5 years. Unable to make responsible business decision according to Dr Egelsder attending Psychiatrist QAC Head Dept

Probable duration of disability:

Permanent

In my opinion, a guardian should be appointed to handle the affairs of Lewis W. Hamilton.

John R Smith Jr

John R. Smith, Jr., M.D.

STATE OF MARYLAND, COUNTY OF KENT, to wit:

I HEREBY CERTIFY, that on this 4th day of April, 1977, before me, the subscriber, a Notary Public of the State and County, aforesaid, personally appeared John R. Smith, Jr., M.D. and made oath in due form of law that the matters and facts as set forth in the foregoing certificate are true to the best of his knowledge and belief.

LAW OFFICES
RASIN AND RASIN
COURT STREET
CHESTERTOWN, MD. 21620
(301) 778-3515

LIBER 10 PAGE 202

AS WITNESS my hand and Notarial Seal.

Virginia S. Oliffe
Notary Public

My Commission expires:
July 1st, 1978

VIRGINIA S. OLIFFE
NOTARY
PUBLIC
QUEEN ANNE'S COUNTY, MD.

LAW OFFICES
RASIN AND RASIN
COURT STREET
CHESTERTOWN, MD. 21620

(301) 778-3515

CERTIFICATE OF PHYSICIAN

I, the undersigned, L. J. Eglseder, M.D., hereby certify that I am a medical doctor licensed to practice in the State of Maryland; and, I further certify that I last examined Lewis W. Hamilton on the 27th day of January, 1977, and my findings are as follows:

Nature of disability:

Schizophrenia

Extent of disability:

Probable duration of disability:

see attached copy of letter of 1/27/77 to Dr. J.R. Smith

In my opinion, a guardian should be appointed to handle the affairs of Lewis W. Hamilton.

L. J. Eglseder M.D.
L. J. Eglseder, M.D.

LAW OFFICES
RASIN AND RASIN
COURT STREET
CHESTERTOWN, MD. 21620
(301) 778-3818

LIBER 10 PAGE 203

LIBER 10 PAGE 204

January 27, 1977

Dr. John K. Smith
110 Broadway
Centreville, Maryland, 21617

RE: Mr. Lewis Hamilton
Church Hill, Md., 21623
DOB: 3/6/96

Dear Dr. Smith:

As you requested, I did a mental status examination on Mr. Hamilton on this date to determine if, in my opinion, he would be legally competent to act in his own best interest in regard to disposition by sale of a property in which he has inherited rights.

Mr. Hamilton was institutionalized at age 21 with a major mental illness and remained hospitalized from 1917 until 1969, a period of fifty two years. Since then he has been in the foster care home of Mr. William T. Morris, in Church Hill, because he cannot meet the ordinary demands of life without supervision.

While he is oriented to person and place, I do not feel he can adequately comprehend or protect his own interests. In my opinion, he is not legally competent and the court should be requested to appoint a committee to investigate any property entitlement he may have and to supervise its possible disposition.

Sincerely,

L. J. Eglseder M.D.

L. J. Eglseder, M.D.
Psychiatrist
Queen Anne's County
Mental Health Clinic

LJEiks
T: 1/27/77

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

I HEREBY CERTIFY, that on this 31 day of March, 1977, before me, the subscriber, a Notary Public of the State and County, aforesaid, personally appeared L. J. Egleseder, M.D., and made oath in due form of law that the matters and facts as set forth in the foregoing certificate are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Gladys S. Cooke
Notary Public

My Commission expires:
July 1st, 1978

LAW OFFICES
RASIN AND RASIN
COURT STREET
CHESTERTOWN, MD. 21620

(301) 778-3515

LIBER 10 PAGE 205

IN THE MATTER OF
LEWIS W. HAMILTON for the
Appointment of a Guardian of the
Property of a Person Alleged
to be Under a Disability

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, MARYLAND
IN EQUITY NO. 5972

ORDER

The Court having read the Petition of Harry T. Hamilton and having reviewed the certificates of the medical doctors attached to said Petition, it is this 12th day of April, 1977,

ORDERED, That Lewis W. Hamilton and the interested parties named in the Petition, show cause on or before the 20th day of May, 1977, why the relief prayed for in the Petition should not be granted, provided a copy of this Order and Petition be served on such persons on or before the 26 day of April, 1977.

B. Hackett Turner Jr.
Judge

FILED
APR 12 1977

LAW OFFICES
RASIN AND RASIN
COURT STREET
CHESTERTOWN, MD. 21620
(301) 778-3515

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

April 26, 1977 Return Day

File No. 5972 Chy.

Docket C.W.C. #5

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO THE SHERIFF OF QUEEN ANNE'S COUNTY, GREETING:

You are hereby commanded to summon

LEWIS W. HAMILTON
c/o Mrs. William T. Morris
Church Hill, Maryland

of Queen Anne's County, to the Circuit Court for Queen Anne's County,

on the ~~FIRSTXXXXXXXXXXXX~~ 26th day of April, next to answer an action at the

suit of The Petition of Harry T. Hamilton For Appointment Of a Guardian in the case entitled "In The Matter of Lewis W. Hamilton for the Appointment of a Guardian of the Property of a Person Alleged to be Under a Disability".

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 12th day of April, 19 77.

TO THE PERSON(S) SUMMONED: YOU ARE TO SHOW CAUSE ON OR BEFORE MAY 20, 1977.

Personal attendance in court on the day named in the summons is not required; ~~YOU ARE SUMMONED TO APPEAR~~ 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: Rasin and Rasin
By: Thomas Sisk
Address: Court Street
Chestertown, Md. 21620
Name: Telephone: 778-3515

Address:

Charles H. Cecil
Clerk

Copy of summons, proceedings and show cause order delivered to Attorney for service

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

Sheriff of ____ County

LIBER 10 PAGE 208

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: April 26, 1977 Return Day

File No. 5972 Chy.

Docket C.W.C. #5

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO THE SHERIFF OF QUEEN ANNE'S COUNTY, GREETING:

You are hereby commanded to summon

EDGAR T. BROMLEY
Gateway Drive, Box 233
Spinnerstown, Pennsylvania 18968

~~X~~ _____ ~~XXXXXX~~, to the Circuit Court for Queen Anne's County,

on the ~~XXXXXXXXXXXXXXXXX~~ 26th day of April, next to answer an action at the

suit of The Petition of Harry T. Hamilton For Appointment Of a Guardian in the case entitled "In The Matter of Lewis W. Hamilton for the Appointment of a Guardian of the Property of a Person Alleged to be Under a Disability"

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 12th day of April, 19 77.

TO THE PERSON(S) SUMMONED: YOU ARE TO SHOW CAUSE ON OR BEFORE MAY 20, 1977.

Personal attendance in court on the day named in the summons is not required; ~~XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~. 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: Rasin and Rasin
By: Thomas Sisk

Address: Court Street
Chestertown, Md. 21620
Telephone: 778-3515

Name: _____

Address: _____

Charles H. Ceil
Clerk

Copy of summons, proceedings and show cause order delivered to Attorney for service

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

_____

Sheriff of _____ County

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

April 26, 1977 Return Day

File No. 5972 Chy.

Docket C.W.C. #5

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO THE SHERIFF OF QUEEN ANNE'S COUNTY, GREETING:

You are hereby commanded to summon

HELEN M. HAMILTON
Galena, Maryland 21635

of Kent County, to the Circuit Court for Queen Anne's County,

on the XXXXXXXXXXXXXXXX 26th day of April, next to answer an action at the

suit of The Petition of Harry T. Hamilton For Appointment Of a Guardian in the case entitled "In The Matter of Lewis W. Hamilton for the Appointment of a Guardian of the Property of a Person Alleged to be Under a Disability"

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 12th day of April, 19 77.

TO THE PERSON(S) SUMMONED: **YOU ARE TO SHOW CAUSE ON OR BEFORE MAY 20, 1977.**

Personal attendance in court on the day named in the summons is not required xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx. 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: Rasin and Rasin
By: Thomas Sisk
Address: Court Street
Chestertown, Md. 21620
Name: Telephone: 778-3515

Address: ______

Charles H. Cecil
Clerk

Copy of summons, proceedings and show cause order delivered to Attorney for service

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

______

Sheriff of ________ County

LIBER 10 PAGE 209

LIBER 10 PAGE 210

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: April 26, 1977 Return Day

File No. 5972 Chy.

Docket C.W.C. #5

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO THE SHERIFF OF QUEEN ANNE'S COUNTY, GREETING:

You are hereby commanded to summon

WILLIAM WILSON BRATTON
118 North Street
Elkton, Maryland 21921
Personal Representative of
the estate of Anne M. Hamilton, Deceased

of Cecil County, to the Circuit Court for Queen Anne's County,

on the ~~FIRST MONDAY~~ 26th day of April, next to answer an action at the

suit of The Petition of Harry T. Hamilton For Appointment Of a Guardian in the case entitled "In The Matter of Lewis W. Hamilton for the Appointment of a Guardian of the Property of a Person Alleged to be Under a Disability"

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 12th day of April, 19 77.

TO THE PERSON(S) SUMMONED: YOU ARE TO SHOW CAUSE ON OR BEFORE MAY 20, 1977.

Personal attendance in court on the day named in the summons is not required; [redacted] 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: Rasin and Rasin
By: Thomas Sisk
Address: Court Street
Chestertown, Md. 21620
Name: Telephone: 778-3515

Address:

Charles H. Cecil
Clerk

Copy of summons, proceedings and show cause order delivered to Attorney for service

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

_____

Sheriff of _____ County

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: April 26, 1977 Return Day

File No. 5972 Chy.

Docket C.W.C. #5

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO THE SHERIFF OF QUEEN ANNE'S COUNTY, GREETING:

You are hereby commanded to summon
MRS. WILLIAM T. MORRIS
Church Hill, Maryland

of Queen Anne's County, to the Circuit Court for Queen Anne's County,

on the XXXXXXXXXXXXXXXX 26th day of April, next to answer an action at the

suit of The Petition of Harry T. Hamilton For Appointment Of a Guardian in the case entitled "In The Matter of Lewis W. Hamilton for the Appointment of a Guardian of the Property of a Person Alleged to be Under a Disability"

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 12th day of April, 1977.

TO THE PERSON(S) SUMMONED: YOU ARE TO SHOW CAUSE ON OR BEFORE MAY 20, 1977.

Personal attendance in court on the day named in the summons is not requiredXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXUnless 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: Rasin and Rasin
By: Thomas Sisk
Address: Court Street
Chestertown, Md. 21620
Name: Telephone: 778-3515

Address: ______

Charles H. Cecil
Clerk

Copy of summons, proceedings and show cause order delivered to Attorney for service

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 ______

Sheriff of ______ County

LIBER 10 PAGE 211

LIBER 10 PAGE 212

IN THE MATTER OF LEWIS W. HAMILTON for the Appointment of a Guardian of the Property of a Person Alleged to be Under a Disability

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MD.

IN EQUITY NO. 5972

AFFIDAVIT OF COMPLIANCE

STATE OF MARYLAND, KENT COUNTY, to wit:

I, Thomas Sisk, Attorney, hereby make oath that I mailed to Edgar D. Bromley, Gateway Drive, Box 233, Spinnerstown, Pa. 18968; Helen M. Hamilton, Galena, Md. 21635; William Wilson Bratton, Esq.,118 North Street, Elkton, Md. 21921; Mrs. William T. Morris, Church Hill, Md. 21623 and Lewis M. Hamilton, c/o Mrs. Willitm T. Morris, Church Hill, Md. 21623, by registered mail, deliver to addressee only, a copy of Petition for the Appointment of a Guardian along with a copy of the Show Cause Order in the above entitled case. That said papers were received by the above named persons as per the receipts attached hereto

Thomas Sisk, Attorney

Subscribed and Sworn to before me this 19th day of April, 1977.

Virginia L. Olyer
Notary Public

My commission expires: 7/1/78

FILED
APR 20 1977

LAW OFFICES
RASIN AND RASIN
COURT STREET
CHESTERTOWN, MD. 21620
(301) 778-3515

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:
Mrs. William T. Morris
Church Hill, Md. 21623

3. ARTICLE DESCRIPTION:
REGISTERED NO. 1524 | CERTIFIED NO. — | INSURED NO. —
(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
Mrs. William T. Morris
4. DATE OF DELIVERY 4-14-77 POSTMARK APR 14 1977
5. ADDRESS (Complete only if requested)
6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS BDH

PS Form 3811, Mar. 1976 RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

☆ GPO: 1976—O-203-456

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:
William Wilson Bratton Esq
118 North St.
Elkton, Md. 21921

3. ARTICLE DESCRIPTION:
REGISTERED NO. 1524 | CERTIFIED NO. — | INSURED NO. —
(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
William Wilson Bratton
4. DATE OF DELIVERY 4/14/77 POSTMARK
5. ADDRESS (Complete only if requested)
6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

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:
Helen M. Hamilton
Galena, Md. 21635

3. ARTICLE DESCRIPTION:
REGISTERED NO. 1525 | CERTIFIED NO. — | INSURED NO. —
(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
Helen M. Hamilton
4. DATE OF DELIVERY 4-14-77 POSTMARK APR 14 1977
5. ADDRESS (Complete only if requested)
6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

PS Form 3811, Mar. 1976 RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

☆ GPO: 1976—O-203-456

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:
Lewis W. Hamilton
c/o Mrs. Wm. T. Morris
Church Hill, Maryland 21623

3. ARTICLE DESCRIPTION:
REGISTERED NO. 1527 | CERTIFIED NO. — | INSURED NO. —
(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
Lewis W. Hamilton
4. DATE OF DELIVERY 4-14-77 POSTMARK APR 14 1977
5. ADDRESS (Complete only if requested)
6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS BDH

PS Form 3811, Mar. 1976 RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

☆ GPO: 1976—O-203-456

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:
Edgar D. Bromley
Gateway Drive, Box 233
Spinnerstown, Penna. 18968

3. ARTICLE DESCRIPTION:
REGISTERED NO. 1526 | CERTIFIED NO. — | INSURED NO. —
(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
Edgar D. Bromley
4. DATE OF DELIVERY 4-14-77 POSTMARK APR 16 1977
5. ADDRESS (Complete only if requested)
6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS MJ

PS Form 3811, Mar. 1976 RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

☆ GPO: 1976—O-203-456

LAW OFFICES
RASIN AND RAI
COURT STREE
CHESTERTOWN, MD

(301) 778-3511

(301) 778-3515

LIBER 10 PAGE 213

LIBER 13 PAGE 231

IN THE MATTER OF	(	IN THE CIRCUIT COURT FOR
LEWIS W. HAMILTON for the	(	
Appointment of a Guardian of the	(	QUEEN ANNE'S COUNTY, MARYLAND
Property of a Person Alleged	(	
to be Under a Disability	(	IN EQUITY NO. 5972

ANSWER OF EDGAR D. BROMLEY
TO PETITION FOR APPOINTMENT OF A GUARDIAN

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Edgar D. Bromley, by his attorneys, Bratton & Clower and David H. Parrack, in answer to the Petition for Appointment of a Guardian and accompanying Show Cause Order filed by Harry T. Hamilton, respectfully represents:

1. That this Respondent admits the allegations set forth in paragraphs 1, 2 and 3 of the Petition.

2. That this Respondent is without knowledge of the facts alleged in paragraph 4.

3. That, in answering paragraph 5 of the Petition, this Respondent admits that Wm. Wilson Bratton is the Personal Representative of the Estate of Anne M. Hamilton, as described in the Petition, and that it is the desire of the Personal Representative and of the Respondent to sell the real property and close the Estate of Anne M. Hamilton. Further answering the allegations of paragraph 5, Respondent is advised that the real property presently titled in the names of Harry T. Hamilton and his wife, Helen M. Hamilton, is adjacent to the property which is a part of the Estate of Anne M. Hamilton.

Further, this Respondent is advised, and does therefore aver, that Lewis W. Hamilton owns an interest in both the real property which is a part of the Estate of Anne M. Hamilton, and also in the adjacent property presently titled in the names of Harry T. Hamilton and his wife, Helen M. Hamilton.

Respondent denies that Lewis W. Hamilton owns a One-Thirty-third (1/33) interest in said properties, and is advised that the interest of Lewis W. Hamilton in both properties is Three-One Hundred Twenty-eighths (3/128) interest in the property described.

FILED
MAY 20 1977

LAW OFFICES
BRATTON & CLOWER
CLAYTON BUILDING
118 NORTH STREET
ELKTON, MARYLAND
21921

WHEREFORE, this Respondent prays that this Honorable Court may:

(a) Appoint an independent person to be temporary guardian of Lewis W. Hamilton, until title to the above described properties is cleared and the value of the estate of Lewis W. Hamilton is ascertained and accounted for; and

(b) Grant such other relief as the nature of the case may require.

AND as in duty bound &c.

BRATTON & CLOWER

By: _____

David H. Parrack
118 North Street
Elkton, Maryland 21921
1-301-398-4545

Edgar D. Bromley

Edgar D. Bromley

I HEREBY CERTIFY that on the 18th day of May 1977, a true and correct copy of the aforegoing Answer was mailed, postage prepaid, to: Thomas Sisk, Esquire, Rasin and Rasin, Court Street, Chestertown, Maryland 21620.

_____

David H. Parrack

LIBER 10 PAGE 215

IN THE MATTER OF	(	
LEWIS W. HAMILTON for the	(	IN THE CIRCUIT COURT FOR
Appointment of a Guardian of the	(	QUEEN ANNE'S COUNTY, MARYLAND
Property of a Person Alleged	(	IN EQUITY NO. 5972
to be Under a Disability	(	

Answer of Wm. Wilson Bratton,
Personal Representative of the
Estate of Anne M. Hamilton to
Petition for Appointment of a Guardian

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Wm. Wilson Bratton, Personal Representative of the Estate of Anne M. Hamilton, by his attorneys, Bratton & Clower and David H. Parrack, in answer to the Petition for Appointment of a Guardian and accompanying Show Cause Order filed by Harry T. Hamilton, respectfully represents:

1. That this Respondent admits the allegations set forth in paragraphs 1, 2 and 3 of the Petition.

2. That this Respondent is without knowledge of the facts alleged in paragraph 4.

3. That, in answering paragraph 5 of the Petition, this Respondent admits that he is the Personal Representative of the Estate of Anne M. Hamilton, as described in the Petition, and that it is his desire to sell the real property and close the Estate of Anne M. Hamilton. Further answering the allegations of paragraph 5, Respondent admits that the real property presently titled in the names of Harry T. Hamilton and his wife, Helen M. Hamilton, is adjacent to the property which is a part of the Estate of Anne M. Hamilton.

Further, this Respondent believes, and does therefore aver, that Lewis W. Hamilton owns an interest in both the real property which is a part of the Estate of Anne M. Hamilton, and also in the adjacent property presently titled in the names of Harry T. Hamilton and his wife, Helen M. Hamilton.

Respondent denies that Lewis W. Hamilton owns a One-Thirty-third (1/33) interest in said properties, and does aver that the interest of Lewis W. Hamilton in both properties is Three-One Hundred Twenty-eighths (3/128) interest in the property described.

FILED
MAY 20 1977

LAW OFFICES
BRATTON & CLOWER
CLAYTON BUILDING
118 NORTH STREET
ELKTON, MARYLAND
21921

WHEREFORE, this Respondent prays that this Honorable Court may:

(a) Appoint an independent person to be temporary guardian of Lewis W. Hamilton, until title to the above described properties is cleared and the value of the estate of Lewis W. Hamilton is ascertained and accounted for; and

(b) Grant such other relief as the nature of the case may require.

AND as in duty bound &c.

BRATTON & CLOWER

By: _____
David H. Parrack
118 North Street
Elkton, Maryland 21921
1-301-398-4545

_____
Wm. Wilson Bratton
Personal Representative

I HEREBY CERTIFY that on the 18th day of May 1977, a true and correct copy of the aforegoing Answer was mailed, postage prepaid, to: Thomas Sisk, Esquire, Rasin and Rasin, Court Street, Chestertown, Maryland 21620.

_____
David H. Parrack

LIBER 10 PAGE 218

LAW OFFICES
RASIN AND RASIN
COURT STREET
CHESTERTOWN, MARYLAND 21620

A. PARKS RASIN, JR.
ALEXANDER P. RASIN, III

(301) 778-3518

May 25, 1977

Mr. Charles W. Cecil, Clerk
Court House
Centreville, Maryland 21617

Dear Mr. Cecil:

Please file the enclosed Order.

You will note that the Order does not contain a provision for a bond as we believe that the estate will be worth substantially less than $10,000.00.

Also we have taken the liberty of calling John Clark and he has agreed that he will be willing to serve as Temporary Guardian if the Court appoints him.

Thank you.

Sincerely,

Thomas Sisk B.

Thomas Sisk

TS:b
Enclosure

FILED
MAY 26 1977

IN THE MATTER OF
LEWIS W. HAMILTON FOR THE
APPOINTMENT OF A GUARDIAN OF
THE PROPERTY OF A PERSON ALLEGED
TO BE UNDER A DISABILITY

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, MARYLAND
IN EQUITY NO. 5972

ORDER OF COURT

A copy of the Petition and Show Cause Order having been duly served upon Lewis W. Hamilton, Helen M. Hamilton, Edgar D. Bromley, William Wilson Bratton, and Mrs. William T. Morris, and some of said persons having failed within the period prescribed by this Court to show cause why the relief prayed for in the said Petition should not be granted, and some of said persons having answered and admitted that the relief prayed for should be granted,

IT IS THEREUPON this 27th day of May, 1977, ADJUDGED, ORDERED and DECREED by the Circuit Court for Queen Anne's County, Maryland, that John Clark BE and he is hereby appointed Temporary Guardian of the property of Lewis W. Hamilton, a disabled person.

B Hackett Turner Jr.
Judge

FILED
MAY 27 1977

LAW OFFICES
RASIN AND RASIN
COURT STREET
CHESTERTOWN, MD. 21620
(301) 778-3515

IN THE MATTER OF LEWIS W. HAMILTON
FOR THE APPOINTMENT OF A GUARDIAN
OF THE PROPERTY OF A PERSON
ALLEGED TO BE UNDER A DISABILITY

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, MD.

IN EQUITY NO. 5972

REPORT OF ASSETS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

John Clark, Temporary Guardian, reports that the assets of Lewis W. Hamilton as of May 27, 1977 (the date of Temporary Guardian's appointment) are as follows:

3/128 interest in real estate located at Georgetown, Kent County, Maryland, and which has been appraised in the Estate of Anne M. Hamilton @ $48,094.00 - copy of appraisal by James Reese Short attached.	$1,127.20
3/128 interest in real estate located at Georgetown, Kent County, Maryland, and which has been appraised @ $76,500.00 - copy of appraisal by James Reese Short attached.	1,792.97
Total	$2,920.17

Respectfully submitted,

John Clark
Temporary Guardian

STATE OF MARYLAND, ~~KENT~~ Queen Anne's COUNTY, to wit:

I HEREBY CERTIFY, that on the 26th day of January, 1978, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared John Clark, Temporary Guardian, and made oath in due form of law that the matters and facts set forth in this Report of Assets are true and correct to the best of his knowledge and belief.

As Witness my hand and Notarial Seal.

My Commission expires: 7/1/78

Ruth E. Joseph
Notary Public

JAN 26 1978

Inventory of Estate of .....

REVISED

Schedule A

Real Property

Item No.	Description	Value
1	House and lot, 1st Election District, Kent County, Md. Adjustment of the appraised valuation heretofore reported. The previous appraisal was based upon a lot estimated to be 60-plus feet in width. A survey has been obtained for a lot having a width of 100 feet and an area of 0.5107 acres. The increase in the frontage on Cruickley's Creek is 38.85 feet, and this increase at $200 per water-front foot represents an increase in the value of the lot of $7,770.	$
	Previously reported value, appraisal made by James Reese Short.	40,324.00
	Additional evaluation, increased water frontage	7,770.00
	New value	48,094.00
	See Annex Sheet	
	Total	$ 48,094.00

LIBER 10 PAGE 222

REAL ESTATE INSURANCE

James Reese Short

1-301-275-4321

CECILTON, MARYLAND 21913

September 7, 1977

Mr. Thomas Sisk
Attorney at Law
Court Street
Chestertown, Maryland 21620

Re: Real Estate Owned By
Harry T. & Helen Hamilton
1st Election District
Kent County, Maryland

Dear Mr. Sisk:

At your request, I have made an appraisal of the above property for the purpose of estimating its present market value as of August 25, 1977. As a result based from the information contained in this appraisal consisting of 36 pages, it is the opinion of this appraiser that the present fair market value is:

Dwelling	$15,444.00
Utility Building	537.60
Land	60,492.00
Present Market Value	$76,473.60

Say $76,500.00
(Seventy Six Thousand Five Hundred Dollars)

The information contained in this appraisal was gathered from sources considered reliable but is not guarenteed against encumberances or matters legal in nature.

Please feel free to contact me on any matters regarding this appraisal.

Respectfully,

James Reese Short, Appraiser

CERTIFIED APPRAISER (N.A.R.E.A.)

IN THE MATTER OF LEWIS W. HAMILTON
FOR THE APPOINTMENT OF A GUARDIAN
OF THE PROPERTY OF A PERSON
ALLEGED TO BE UNDER A DISABILITY

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, MD.
IN EQUITY
NO. 5972

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John Clark, Temporary Guardian of the property of Lewis W. Hamilton, a person alleged to be under a disability, respectfully represents unto Your Honors:

1. That Lewis W. Hamilton has a 3/128 interest in two parcels of real estate in Georgetown, Kent County, Maryland, said parcels being described in the Report of Assets filed in this Case.

2. That Your Petitioner is convinced that the interest owned by Lewis W. Hamilton is a 3/128 interest as recited in the Answers filed herein and not a 1/33 interest as stated in the Original Petition.

3. That Your Petitioner believes it to be in the best interest of said Lewis W. Hamilton for said real estate to be sold.

4. That both parcels of real estate have been appraised by James Reese Short, a real estate appraiser, (see copy of Inventory from Estate of Anne M. Hamilton filed in the Orphans' Court for Kent County and copy of cover page of appraisal on Harry Hamilton property, both attached hereto),for a total appraisal of both properties of $124,594.00, and thus the total appraised value of the 3/128 interest of Lewis W. Hamilton is $2,920.17.

5. That all interested persons named in the Petition for the Appointment of a Guardian are aware of the interest of Lewis W. Hamilton and agree that said interest should be sold.

FILED

JAN 26 1978

WHEREFORE, Your Petitioner respectfully requests that this Honorable Court pass an Order of Court authorizing him to sell the interest of Lewis W. Hamilton in the real property listed in the Report of Assets filed herein.

Respectfully submitted,

John Clark

John Clark
Temporary Guardian

ORDER OF COURT

Upon consideration of the Petition for the sale of Real Estate, it is this 27th day of January, 1978,

ORDERED, that John Clark, Temporary Guardian, be and is hereby authorized to sell the interest of Lewis W. Hamilton in the real properties listed in the Report of Assets filed herein, provided he shall first file with the Clerk of this Court a bond to the State of Maryland, executed personally, and a surety or sureties to be approved by this Court in the penalty of $ 3000.00, conditioned for the faithful performance of the trust reposed in him by this decree or to be reposed in any future decree or order in these premises.

FILED
JAN 27 1978

B. Hackett Turner Jr.
Judge

James Reese Short

1-301-275-4321

CECILTON, MARYLAND 21913

September 7, 1977

Mr. Thomas Sisk
Attorney at Law
Court Street
Chestertown, Maryland 21620

Re: Real Estate Owned By
Harry T. & Helen Hamilton
1st Election District
Kent County, Maryland

Dear Mr. Sisk:

At your request, I have made an appraisal of the above property for the purpose of estimating its present market value as of August 25, 1977. As a result based from the information contained in this appraisal consisting of 36 pages, it is the opinion of this appraiser that the present fair market value is:

Dwelling	$15,444.00
Utility Building	537.60
Land	60,492.00
Present Market Value	$76,473.60

Say $76,500.00
(Seventy Six Thousand Five Hundred Dollars)

The information contained in this appraisal was gathered from sources considered reliable but is not guarenteed against encumberances or matters legal in nature.

Please feel free to contact me on any matters regarding this appraisal.

Respectfully,

James Reese Short, Appraiser

CERTIFIED APPRAISER (N.A.R.E.A.)

LIBER 10 PAGE 225

REVISED

Schedule A

Real Property

Item No.	Description	Value
1	House and lot, 1st Election District, Kent County, Md. Adjustment of the appraised valuation heretofore reported. The previous appraisal was based upon a lot estimated to be 60-plus feet in width. A survey has been obtained for a lot having a width of 100 feet and an area of 0.5107 acres. The increase in the frontage on Cruickley's Creek is 38.85 feet, and this increase at $200 per water-front foot represents an increase in the value of the lot of $7,770.	$
	Previously reported value, appraisal made by James Reese Short.	40,324.00
	Additional evaluation, increased water frontage	7,770.00
	New value	48,094.00
	See Annex Sheet	
	Total	$ 48,094.00

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 26th day of January, 1978, ~~I~~ they were mailed, postage prepaid, a copy of the aforegoing Report of Assets and Petition and Order of Court to the following:

Mr. and Mrs. Harry T. Hamilton
(Harry T. and Helem M. Hamilton)
Galena, Maryland 21635

Edgar D. Bromley
Gateway Drive, Box 233
Spinnerstown, Pennsylvania 18968

William Wilson Bratton, Esq.
118 North Street
Elkton, Maryland 21921

Mrs. William T. Morris
Church Hill, Maryland 21623

John Clark
John Clark
Temporary Guardian

FILED
JAN 27 1978

LAW OFFICES
RASIN AND RASIN
COURT STREET
CHESTERTOWN, MD. 21620

(301) 778-3918

LIBER 10 PAGE 227

Cly 5972

LIBER 10 PAGE 228

RECEIVED FOR RECORD Feb. 1, 1978

KNOW ALL MEN BY THESE PRESENTS, That I, John Clark, Attorney-at-Law, 118 N. Commerce Street, Centreville, Maryland, 21617, as Principal, and PEERLESS INSURANCE COMPANY, a New Hampshire Corporation, ----------
as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand ($3,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 1st day of February, 1978.

WHEREAS, the above bounden John Clark, by virtue of the authority contained in an Order of Court signed by the Honorable Judge of the Circuit Court for Queen Anne's County, Md., is enabled to sell real estate, said Order being dated January 27th, 1978.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden John Clark, does and shall well and truly and faithfully perform the trust reposed in him under said Order of Court, or that may be reposed in him by any future decree or order in the premises, that 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

Dawn C. Nock

Katherine M. Reese

John Clark (SEAL)
John Clark
Principal

PEERLESS INSURANCE COMPANY
By Elizabeth L. Pollison
Attorney-in-fact

Surety

SURETY APPROVED AND BOND FILED ON February 1, 1978

Certified copy of Power of Attorney attached

LIBER 2 PAGE 184

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 184, 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 February, Nineteen Hundred and Seventy-eight.

Charles W. Cecil

Clerk of the Circuit Court for
Queen Anne's County

LIB. 19 FOLIO 230

IN THE MATTER OF LEWIS W. HAMILTON
FOR THE APPOINTMENT OF A GUARDIAN
OF THE PROPERTY OF A PERSON
ALLEGED TO BE UNDER A DISABILITY

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, MD.

IN EQUITY NO. 5972

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of real estate made by John Clark, Temporary Guardian, respectfully shows:

By Order of Court signed by the Honorable Judge of the Circuit Court for Queen Anne's County, Maryland, to sell real estate, said Order being dated, January 27, 1978 certain real estate mentioned therein, to wit:

The 3/128th interest of Lewis W. Hamilton in and to All that lot of land situate, lying and being in Georgetown, in the First Election District of Kent County, Maryland, designated as Lots numbered ONE (1) and TWO (2) on Plot of Georgetown (see Liber J.T.D. NO. 15, folio 322), containing one and one-half acres of land, more or less, bounded on the North by the Sassafras River, on the East by Mill Creek, on the West by Fish Alley and on the South by lands of Julian Hurtt.

BEING the same property in which Lewis W. Hamilton inherited an interest from his father, Harry C. Hamilton, who died September 20, 1923, intestate, see ORPHANS' COURT CASE NO. 710.

BEING also the same property which is described as two parcels in the Report of Assets filed herein. The property was originally described as one parcel, and later divided into two; one part was known as the Harry Hamilton property, and the other part was known as the Anne Hamilton property.

After giving bond for security for the faithful performance of Guardian, and after having complied with all the other pre-requisites as required by law, the Guardian did, sell the above mentioned real estate to Harry T. Hamilton and Helen M. Hamilton, his wife, of Kent County, State of Maryland, at the sum of $2,920.17.

FEB 3 1978

That the Purchasers, the said Harry T. Hamilton and Helen M. Hamilton, his wife, are prepared to make payment in the full sum of $2,920.17 upon ratification of sale by this Honorable Court.

Respectfully submitted,

John Clark

John Clark, Temporary Guardian

STATE OF MARYLAND, COUNTY OF ~~KENT~~ Queen Anne's, to wit:

I HEREBY CERTIFY, That on the 3rd day of February, 1978, before me, the subscriber, a Notary Public of the State and County, aforesaid, personally appeared John Clark, Temporary Guardian, and made oath in due form of law that the matter and facts set forth in this Report of Sale are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Ruth E. Usilton

Notary Public

My Commission expires:
July 1st, 1978

LIBER 10 PAGE 231

LIBER 10 PAGE 232

ORDER NISI ON SALE

IN THE MATTER OF LEWIS W. HAMILTON FOR THE APPOINTMENT OF A GUARDIAN OF THE PROPERTY OF A PERSON ALLEGED TO BE UNDER A DISABILITY	In the Circuit Court for Queen Anne's County In Equity Cause No. 5972

ORDERED, this 3rd day of February, 19 78, that the sale of the real property, made and reported in this cause by John Clark, Temporary Guardian, be ratified and confirmed, on or after the 6th day of March, 19 78, 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 27th day of February, 19 78.

The report states the amount of sales to be $ 2,920.17.

Charles W. Veil Clerk

Filed February 3, 1978

Centreville, Md. March 2, 19 78

We Hereby Certify

That the annexed advertisement of

Order NISI on Sale

was published in the QUEEN ANNE'S JOURNAL, a newspaper published in Queen Anne's county Maryland, once in each of 3 successive weeks before the 27th day of Feb. 1978

And that the first insertion of said advertisement in the said QUEEN ANNE'S JOURNAL was on the 8th day of Feb. 1978, and the last insertion on the 22nd day of Feb. 1978

Dan Tabler

Publishers, Queen Anne's Journal.

Per Shirley Kay Gardner

PUBLIC NOTICES

ORDER NISI ON SALE

IN THE MATTER OF LEWIS W. HAMILTON FOR THE APPOINTMENT OF A GUARDIAN OF THE PROPERTY OF A PERSON ALLEGED TO BE UNDER A DISABILITY.

In the Circuit Court for Queen Anne's County In Equity, Cause No. 5972.

ORDERED, this 3rd day of February, 1978, that the sale of the real property, made and reported in this cause by John Clark, Temporary Guardian be ratified and confirmed, on or after the 6th day of March, 1978, 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 27th day of February, 1978.

The report states the amount of sales to be $2,920.17.

Charles W. Cecil, Clerk

Filed February 3, 1978, True Copy, Test: Charles W. Cecil, Clerk

By: Betty M. Comegys, Deputy Clerk

(2-8, 15, 22)

FILED

MAR 6 1978

LIBER 10 PAGE 233

LIBER 10 FOLIO 234

IN THE MATTER OF LEWIS W. HAMILTON
FOR THE APPOINTMENT OF A GUARDIAN
OF THE PROPERTY OF A PERSON
ALLEGED TO BE UNDER A DISABILITY

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, MD.

IN EQUITY NO. 5972

FINAL ORDER OF RATIFICATION

ORDERED, by the Circuit Court for Queen Anne's County, Maryland, in Equity this 6th day of March, 1978, that the sale of the real estate made and reported in this cause, by John Clark, Temporary Guardian, be and the same is hereby ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been give, as required by the preceding Order Nisi, and the said John Clark, Temporary Guardian, is allowed the usual commissions and proper expenses, not personal, as he shall produce vouchers for the auditor.

B. Herbert Turner Jr.
Judge

RECEIVED
CLERK, CIRCUIT COURT
1978 MAR -6 PM 2:46
QUEEN ANNE'S COUNTY

CHARLES E. SMITH
Grasonville, Maryland

Attorney

Vs.

IRVING L. GUBERNICK
AND
BEVERLY D. GUBERNICK
Chester, Maryland 21619

Mortgagors

* IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY NO. 6048

SEP 27-77 * 26590 *****40.00
SEP 27-77 A 26590 *****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 IRVING L. GUBERNICK and BEVERLY D. GUBERNICK, his wife to QUEENSTOWN BANK OF MARYLAND, dated January 23, 1976 and recorded among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. No. 101, folio 293, in which the undersigned attorney is designated by name to exercise the power of sale; default having occurred in the terms thereof by reason of non-payment 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 and the accompanying military affidavit and statement of indebtedness.

Charles E. Smith, Attorney named in Mortgage
P.O. BOX 147
Grasonville, Maryland 21638
Telephone: 827-7550

STATE OF MARYLAND

QUEEN ANNE'S COUNTY to wit:

I HEREBY CERTIFY, That on this 21st day of September, 1977, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Charles E. Smith, Assignee, and Attorney named in Mortgages and made oath in due form of law that IRVING L. GUBERNICK and BEVERLY D. GUBERNICK, 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.

DORIS R. BITELY NOTARY PUBLIC Queen Anne's Co., Md.

Doris R. Bitely
Notary Public

My Commission Expires: 7/01/78

DOCUMENT NO. 82,684

THIS Purchase money MORTGAGE, made this 23rd day of JANUARY, 1976, by and between IRVING L. GUBERNICK and BEVERLY D. GUBERNICK, his wife of the first part, hereinafter referred to as MORTGAGOR, and the QUEENSTOWN BANK OF MARYLAND of the second part, hereinafter referred to as MORTGAGEE.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporeaneous herewith, evidenced by a promissory note of even date herewith in the principal sum of THIRTY FIVE THOUSAND 00/100 Dollars ($ 35,000.00) 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:

ON DEMAND

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, in Crab Alley Neck, described and designated as Lot No. 15 upon the survey plat entitled, "Marling Farms - Section Five," recorded in Liber T.S.P. No. 29, folio 91, a land record book for Queen Anne's County aforesaid and filed in Liber T.S.P. No. 1, folio 34, of the Plat Records of Queen Anne's County aforesaid.

BEING all the same land conveyed unto the mortgagor herein by Deed from Arthur E. Price and Marilyn Irene Price, his wife, dated the 23rd day of January, 1976, and recorded or intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto.

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 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 shall at the option of the Mortgagee immediately become due and owing as herein provided.

RECEIVED FOR RECORD
& RECORDED IN LIBER (illegible)
NO. 101 FOLIO 233

1976 JAN 28 AM 11:28

RECORD FOR
QUEEN ANNE'S CO., MD.
CHARLES W. CECIL, CLERK

JAN 28-76 * 23584 ******8.00
JAN 28-76 A 23584 ******8.00

LIBER 101 PAGE 233

LIBER 10 PAGE 237

LIBER 10 PAGE 238

LIBER 101 PAGE 294

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 CHARLES E. SMITH his hereby duly constituted attorney for the purpose, are hereby authorized to sell said premises after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper published in the County where the mortgaged property or some portion thereof is located, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, and to apply the proceeds of sale as follows, to wit: first, to the payment of all expenses incident to such sale, including a counsel fee of $500.00 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:

Gail R. Chroniger

Gail R. Chroniger

Irving L. Gubernick (SEAL)

Irving L. Gubernick (SEAL)

Beverly D. Gubernick (SEAL)

Beverly D. Gubernick (SEAL)

STATE OF MARYLAND

COUNTY OF Queen Anne's

On this the 23rd day of January, 1976, before me, *Gail R. Chroniger, the undersigned officer, personally appeared Irving L. Gubernick and Beverly D. Gubernick, 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 Charles E. Smith, Agent for the within named mortgagee

and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, *(and that he is the duly authorized agent of the within named Mortgagee to make this affidavit.)* *and

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

GAIL R. CHRONIGER NOTARY PUBLIC Queen Anne's Co., Md.

My commission expires: 7/1/78

Gail R. Chroniger
Notary Public

*Here insert the name of the officer who takes the acknowledgment.

*That the loan secured hereby has been paid out and dispersed by the parties secured hereby unto the within named mortgagor at a time no later than the final and complete execution of this mortgage.

CHARLES E. SMITH Grasonville, Maryland Attorney	*	IN THE CIRCUIT COURT
Vs.	*	FOR
IRVING L. GUBERNICK AND BEVERLY D. GUBERNICK Mortgagors	*	QUEEN ANNE'S COUNTY IN EQUITY CHANCERY NO. 6048

* * * * *

STATEMENT OF MORTGAGE INDEBTEDNESS

BALANCE DUE on Principal of Note dated January 23, 1976, in the gross amount of $33,367.23 by Irving L. Gubernick and Beverly D. Gubernick, his wife to Queenstown Bank of Maryland	$ 33,367.23
With earned interest through September 21, 1977.	$ 834.18
	$ 34,201.41

STATE OF MARYLAND

to wit:

QUEEN ANNE'S COUNTY

THIS IS TO CERTIFY That on this 21st day of September, 1977, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared CHARLES E. SMITH, Attorney named in the Mortgage, and made oath in due form of law that the aforegoing Statement of Mortgage Indebtedness due by IRVING L. GUBERNICK and BEVERLY D. GUBERNICK,his wife, under the above described Mortgage Note is true to the best of his knowledge and belief and there is no credit due thereon, except as shown nor any security therefore except the said Mortgage.

DORIS R. BITELY NOTARY PUBLIC Queen Anne's Co., Md.

Doris R. Bitely
Notary Public

My Commission Expires: 7/01/78.

LIBER 10 PAGE 239

Chy 6048

LIBER 10 PAGE 240

AETNA CASUALTY & SURETY COMPANY
HARTFORD, CONNECTICUT

Bond No. 98 S 13652 BCA

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY COUNTY, MARYLAND.

CHARLES E. SMITH
Plaintiff

vs.

Equity No. 6048

IRVING L. & BEVERLY D. GUBERNICK,
Defendant

BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, CHARLES E. SMITH as Principal, and the AETNA CASUALTY AND SURETY COMPANY, HARTFORD, CONNECTICUT, a body corporate, duly incorporated under the laws of the State of Connecticut, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of THIRTY-FIVE THOUSAND AND 00/100 ($35,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 28th day of SEPTEMBER in the year of our Lord One Thousand Nine Hundred and seventy-seven.

Whereas, the above bounden CHARLES E. SMITH by virtue of the power contained in a mortgage from IRVING L. & BEVERLY D. GUBERNICK to QUEENSTOWN BANK OF MARYLAND bearing date the 23rd day of JANUARY, 1976 and recorded among the mortgage records of QUEEN ANNE'S COUNTY in Liber No. C.W.C.No. 101 Folio 293 and CHARLES E. SMITH is about to sell the land 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 CHARLES E. SMITH do and shall well and truly and faithfully perform the trust reposed in 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 CHARLES E. SMITH has hereto set his hand and Seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Doris K Bitely

CHARLES E. SMITH (SEAL)

Charles E. Smith

(SEAL)

Witness:

Nancy Baker

AETNA CASUALTY & SURETY COMPANY

By Milton D. Lytle, Attorney-in-Fact

BOND APPROVED AND BOND FILED ON Oct 6 1977

3-29

LIBER 2 PAGE 129

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 129, 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 October, Nineteen Hundred and Seventy-seven.

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

LIBER 10 PAGE 242

RECEIVED
CLERK. CIRCUIT COURT
1977 OCT 21 PM 4:05

CHARLES E. SMITH, ESQUIRE,	:	
Plaintiff,	:	IN THE QUEEN ANNE'S COUNTY
V.	:	CIRCUIT COURT
IRVING L. GUBERNICK and BEVERLY D. GUBERNICK, his wife,	:	FOR QUEEN ANNE'S COUNTY
Defendants.	:	MARYLAND
	:	Chancery No. 6048
	:	

AFFIDAVIT IN SUPPORT OF ISSUANCE OF AN EX PARTE INJUNCTION

STATE OF MARYLAND
COUNTY OF TALBOT, to wit:

IRVING L. GUBERNICK, being first duly sworn, on oath, deposes and says, as follows:

1. That he is one of the defendants in the above-captioned cause, and the owner of the real property which is the subject matter of this foreclosure action;

2. That due to certain marital difficulties involving himself and Beverly D. Gubernick, Co-defendant herein, the mortgage which is being foreclosed in this action went into default and is currently in arrears approximately three months;

3. That on numerous occasions he communicated to the Plaintiff his willingness to bring the aforesaid mortgage current, together with any accrued costs and fees, which offer has been consistently refused;

4. That on October 21, 1977, he tendered to Mr. Stanton, Vice President of the Queenstown Bank of Maryland, Mortgagee under the aforesaid mortgage, a check in the amount of $1,833.00 representing all arrearages, costs and fees caused by the aforesaid default, which tender was refused by Mr. Stanton upon the advice of Charles E. Smith, Esquire, plaintiff herein;

5. That a Contract of Sale on the subject property has been executed by Bruce Drasal and Mary C. Drasal, his wife, with a purchase price of $60,000.00, which contract is dated October 19,

LAW OFFICES
GOLDSBOROUGH,
FRANCH & COLLETT
111 N. WASHINGTON ST.
P. O. BOX 1148
EASTON, MARYLAND 21601

1977;

6. That due to the fact that Beverly D. Gubernick, Co-defendant, currently resides in Pennsylvania, her signature cannot be obtained prior to the October 22, 1977, the date of the foreclosure sale;

7. That the subject property was purchased in 1976 for $60,000.00 of which price approximately 40 percent was from his funds and the balance consisted of a mortgage to Queenstown Bank of Maryland;

8. That Charles R. Smith, Esquire, Plaintiff, acted as acted as Attorney for both deponent and Queenstown Bank of Maryland when the subject property was purchased by deponent and his wife in 1976, and that this dual representation, together with Mr. Smith's refusal to allow deponent to have independent counsel at settlement constitutes a conflict of interest;

9. That he will sustain immediate, substantial and irreparable injury totalling $30,000.00, if the subject property is sold at foreclosure on October 22, 1977, which will occur before an adversary hearing may be held on this matter;

10. And, that he is an adult citizen of the United States, having personal knowledge of the aforesaid facts, and is competent to testify thereto.

Irving L. Gubernick
IRVING L. GUBERNICK

STATE OF MARYLAND :
: SS
COUNTY OF TALBOT :

I HEREBY CERTIFY that before the undersigned Notary Public, personally appeared Irving L. Gubernick, known to me to be the person whose name is subscribed to the within instrument, who, after being sworn, made oath in due form of law that the matters and facts set forth in the foregoing Affidavit are true and correct as therein stated and acknowledged said Affidavit to be his act.

WITNESS my hand and official seal this 21st day of October, 1977.

My Commission Expires: 7/1/78

Sandra Everly Martin
Notary Public

LAW OFFICES
GOLDSBOROUGH, FRANCH & COLLETT
111 N. WASHINGTON ST.
P. O. BOX 1148
EASTON, MARYLAND 21601

[LIBER 10 PAGE 241 [

RECEIVED
CLERK. CIRCUIT COURT
1977 OCT 21 PM 4:05
QUEEN ANNE'S COUNTY

CHARLES E. SMITH, ESQUIRE,	:	
Plaintiff,	:	IN THE
v.	:	CIRCUIT COURT
IRVING L. GUBERNICK and BEVERLY D. GUBERNICK, his wife,	:	FOR QUEEN ANNE'S COUNTY
Defendants.	:	MARYLAND
	:	Chancery No. 6048
	:	

ORDER

UPON the foregoing Affidavit in Support of Issuance of an Ex Parte Injunction, it is by the Circuit Court for Queen Anne's County, Maryland, sitting in Equity, this 21st day of October, 1977,

ORDERED, that the foreclosure sale of that property known as Lot 15, Marling Farms, Section 5, 4th Election District, Queen Anne's County, Maryland, scheduled for October 22, 1977, is hereby stayed pending an adversary hearing to be held on or before the 31st day of October, 1977, and the reason is that immediate, substantial and irreparable harm will be sustained by the Defendants totalling $30,000.00, if the scheduled foreclosure sale is held on October 22, 1977.

B. Hackett Turner Jr.
JUDGE

LAW OFFICES
GOLDSBOROUGH,
FRANCH & COLLETT
111 N. WASHINGTON ST.
P. O. BOX 1146
EASTON, MARYLAND 21601

CHARLES E. SMITH, ESQUIRE,	:	
Plaintiff,	:	IN THE
v.	:	CIRCUIT COURT
IRVING L. GUBERNICK and BEVERLY D. GUBERNICK, his wife,	:	FOR QUEEN ANNE'S COUNTY
Defendants.	:	MARYLAND
	:	Chancery No. 6048
	:	

WRIT OF INJUNCTION

TO THE SHERIFF OF QUEEN ANNE'S COUNTY, GREETING:

WHEREAS, on October 21, 1977, by Order of the Circuit Court for Queen Anne's County, in Equity, in an action entitled Charles E. Smith, Esquire, Plaintiff, v. Irving L. Gubernick and Beverly D. Gubernick, his wife, Defendants," it was Ordered that this Writ be issued upon the signing **of the Order and filing/**of Bond which has now been filed and approved by the Clerk of the Circuit Court for Queen Anne's County.

NOW, THEREFORE, you are hereby commanded to serve this Writ upon Charles E. Smith and thereby to enjoin and restrain him from selling at foreclosure Lot 15, Marling Farms, Section 5, 4th Election District, Queen Anne's County, Maryland.

Until the further Order of said Court

issued this **21st** day of **October**, 1977.

Charles H. Cecil

~~Honorable Chief Judge of~~
Clerk of the Circuit Court for Queen Anne's County

NOTICE TO PLAINTIFF

TAKE NOTICE:

1. You are hereby notified that you may move for a hearing on this matter on not more than two days' notice.

2. That this Writ of Injunction shall expire on the 31st day of October, 1977.

Charles H. Cecil

CLERK

LAW OFFICES
GOLDSBOROUGH,
FRANCH & COLLETT
111 N. WASHINGTON ST.
P. O. BOX 1148
EASTON, MARYLAND 21601

LIBER 10 PAGE 246

RECEIVED
CLERK, CIRCUIT COURT
1977 OCT 24 AM 11:05
QUEEN ANNE'S COUNTY

CHARLES E. SMITH, ESQUIRE, Plaintiff,	:	IN THE
v.	:	CIRCUIT COURT
IRVING L. GUBERNICK and BEVERLY D. GUBERNICK, his wife, Defendants.	:	FOR QUEEN ANNE'S COUNTY
	:	MARYLAND
	:	Chancery No. 6048
	:	

WRIT OF INJUNCTION

TO THE SHERIFF OF QUEEN ANNE'S COUNTY, GREETING:

WHEREAS, on October 21, 1977, by Order of the Circuit Court for Queen Anne's County, in Equity, in an action entitled Charles E. Smith, Esquire, Plaintiff, v. Irving L. Gubernick and Beverly D. Gubernick, his wife, Defendants," it was Ordered that this Writ be issued upon the signing of the Order and filing of Bond which has now been filed and approved by the Clerk of the Circuit Court for Queen Anne's County.

NOW, THEREFORE, you are hereby commanded to serve this Writ upon Charles E. Smith and thereby to enjoin and restrain him from selling at foreclosure Lot 15, Marling Farms, Section 5, 4th Election District, Queen Anne's County, Maryland.

Until the further Order of said Court

issued this 21st day of October, 1977.

Charles W. Cecil
~~Honorable Chief Judge of~~
Clerk of the Circuit Court for Queen Anne's County

NOTICE TO PLAINTIFF

TAKE NOTICE:

1. You are hereby notified that you may move for a hearing on this matter on not more than two days' notice.

2. That this Writ of Injunction shall expire on the 31st day of October, 1977.

Charles W. Cecil
CLERK

TRUE COPY, TEST:
CHARLES W. CECIL, CLERK
BY: Betty M. Scruggs
DEPUTY CLERK

LAW OFFICES
GOLDSBOROUGH,
ANCH & COLLETT
1 N. WASHINGTON ST.
P. O. BOX 1148
TON, MARYLAND 21601

Writ of Injuction, Affidavit In Support Of An Ex Parte Injuction and Order of Court served on Charles E. Smith and copy of each left with him this 21st day of October 1977.

Paul Coleman
Deputy Sheriff

Chy. No. 6048

Charles E. Smith
Attorney

vs.

Irving L. Gubernick, et ux.

WRIT OF INJUNCTION

To Be Served on:

Charles E. Smith

LIBER 10 PAGE 247

Return

Writ of Injunction
Affidavit In Support of
Issuance of An Ex Parte
Injunction
Order of Court

[LIBER 10 PAGE 248]

October 3, 1977

Mrs. Beverly D. Gubernick
Amos Land School
Amos Land Road
Morton, PA 19070

Dear Mrs. Gubernick:

I have filed foreclosure proceedings in the Circuit Court for Queen Anne's County against the property mortgaged by you to the Queenstown Bank of Maryland. A copy of the advertisement of sale setting forth the time and place of sale and the terms thereof is enclosed. This notice is made pursuant to Maryland Rule W72 (2C).

This sale may be cancelled prior to the proposed sale by payment of the monies due to the Queenstown Bank of Maryland plus all costs, legal fees and commissions, as set forth in the mortgage documents and as prescribed by law.

Sincerely,

Charles E. Smith

CES/db

Enclosure

No. 777744

RECEIPT FOR CERTIFIED MAIL—60¢ (plus postage)

SENT TO
Mrs. Beverly D. Gubernick

STREET AND NO.
Amos Land School, Amos Land Road

P.O., STATE AND ZIP CODE
Morton, PA 19070

POSTMARK OR DATE
QUEENSTOWN, MD OCT 31 1977

OPTIONAL SERVICES FOR ADDITIONAL FEES

RETURN RECEIPT SERVICES
1. Shows to whom and date delivered With delivery to addressee only ..... 35¢
2. Shows to whom, date and where delivered With delivery to addressee only ..... 35¢

DELIVER TO ADDRESSEE ONLY ..... 85¢
SPECIAL DELIVERY (extra fee required) ..... 50¢

PS Form Nov.1971 3800 NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL (See other side)
* GPO: 1970 O-397-456

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).
- [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:
Mrs. Beverly D. Gubernick
Amos Land School
Amos Land Road
Morton, PA 19070

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	777744	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE [ ] Addressee [ ] Authorized agent
X Beverly E Gubernick

4. DATE OF DELIVERY 10/5/77 POSTMARK MORTON, PA OCT 5 197

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

No. 777745

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage

SENT TO
Mr. Irving L. Gubernick

STREET AND NO.
Marling Farms

P.O., STATE AND ZIP CODE
Chester, MD 21619

POSTMARK OR DATE
QUEENSTOWN, MD OCT 3 1977 USPO

OPTIONAL SERVICES FOR ADDITIONAL FEES

RETURN RECEIPT SERVICES
1. Shows to whom and date delivered ..... 15¢
With delivery to addressee only ..... 35¢
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-387-468

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:
Mr. Irving L. Gubernick
Marling Farms
Chester, MD 21619

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	777745	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
Irving L Gubernick

4. DATE OF DELIVERY
POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:
CLERK'S INITIALS

☆ GOP: 1976—O-203-456

October 3, 1977

Mr. Irving L. Gubernick
Marling Farms
Chester, MD 21619

Dear Mr. Gubernick:

I have filed foreclosure proceedings in the Circuit Court for Queen Anne's County against the property mortgaged by you to the Queenstown Bank of Maryland. A copy of the advertisement of sale setting forth the time and place of sale and the terms thereof is enclosed. This notice is made pursuant to Maryland Rule W72 (2C).

This sale may be cancelled prior to the proposed sale by payment of the monies due to the Queenstown Bank of Maryland plus all costs, legal fees and commissions, as set forth in the mortgage documents and as prescribed by law.

Sincerely,

Charles E. Smith

CES/db

Enclosure

RECEIVED
CLERK, CIRCUIT COURT
1977 NOV 25 AM 9:43
QUEEN ANNE'S COUNTY

CHARLES E. SMITH, ESQUIRE	:	IN THE CIRCUIT COURT
Plaintiff	:	
Vs.	:	FOR QUEEN ANNE'S COUNTY
IRVING L. GUBERNICK and BEVERLY D. GUBERNICK, his wife	:	CHANCERY NO. 6048
Defendants	:	

PETITION

The Petitioner, Beverly D. Gubernick, by her attorneys, Clark & Clark, and John T. Clark, III, respectfully represents:

1. That foreclosure proceedings were instituted in the above-entitled case on September 27, 1977, by Charles E. Smith, Esquire.

2. That the first sale was originally set for the 22nd day of October, 1977.

3. That on October 21, 1977, Irving L. Gubernick brought an Affidavit in Support of Issuance of an Ex Parte Injunction and an Ex Parte Injunction Order was signed by this Honorable Court on October 21, 1977, stating that the sale should not take place as scheduled on October 22, 1977.

4. That in said Affidavit in Support of Issuance of an Ex Parte Injunction it is stated that there have been marital difficulties between Irving L. Gubernick and Beverly D. Gubernick.

5. That said foreclosure sale has once again been advertised and is scheduled to take place on November 25, 1977, at 11:00 a.m.

6. That one of the Defendants, Beverly D. Gubernick, has not in any way been responsible for the postponment of the first sale which was to have taken place on October 22, 1977.

7. That advertising costs were incurred in regard to the advertisement of the first sale that was to have taken place on October 22, 1977.

8. That these advertising costs should not be charged as expenses against the Defendant, Beverly D. Gubernick, but solely against Irving L. Gubernick.

9. That any interest that is charged since October 22, 1977, on said mortgage should not be charged against the Defendant, Beverly D. Gubernick, but solely against Irving L. Gubernick.

WHEREFORE, the Defendant, Beverly D. Gubernick prays unto this Honorable Court to issue an order stating that said advertising costs as well as interest due and owing stated above be charged solely against Irving L. Gubernick's share in the above-mentioned case.

Respectfully submitted,

Clark & Clark
118 N. Commerce Street
Centreville, MD 21617
phone: 758-1392

John T. Clark, III
118 N. Commerce Street
Centreville, MD 21617
phone: 758-1392

I Hereby Certify, that on this 23rd day of November, 1977, a copy of the aforegoing Petition as well as Order was mailed, postage prepaid to the Law Offices of Goldsborough, Franch, and Collett, 111 N. Washington Street, P.O. Box 1148, Easton, Maryland, 21601, attorneys for Irving L. Gubernick.

John T. Clark, III

LIBER 10 PAGE 252

CHARLES E. SMITH, ESQUIRE	:	IN THE CIRCUIT COURT
Plaintiff	:	
	:	FOR
Vs.	:	
IRVING L. GUBERNICK and BEVERLY D. GUBERNICK, his wife	:	QUEEN ANNE'S COUNTY
Defendants	:	CHANCERY NO. 6048

ORDER

IT IS ORDERED this 29th day of November, 1977, by the Circuit Court for Queen Anne's County sitting in Equity, that the advertising costs for the sale scheduled for October 22, 1977, and any interest on said mortgage since October 22, 1977, be charged as an expense solely against any surplusage or share of Irving L. Gubernick in the above-entitled case.

B. Hackett Turner Jr.
JUDGE

FILED
NOV 29 1977

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ATTORNEY	*	FOR
Vs.	*	QUEEN ANNE'S COUNTY
IRVING L. GUBERNICK	*	IN EQUITY
AND	*	CHANCERY NO. 6048
BEVERLY D. GUBERNICK	*	
MORTGAGORS	*	

* * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Charles E. Smith, Attorney Named in Mortgage from Irving L. Gubernick and Beverly D. Gubernick to Queenstown Bank of Maryland, dated January 23, 1976, and recorded among the land records of Queen Anne's County, Maryland, in Liber C.W.C. No. 101, folio 293, in which the undersigned attorney is designated by name to exercise the power of sale after any default in the terms of said mortgage respectfully shows:

That default having occurred in the terms thereof by reason of the nonpayment when due of the principal and interest of the note secured by said mortgage, said attorney named in mortgage filed in this Honorable Court his order to docket suit to foreclose said mortgage, accompanied by the said mortgage, his sworn statement as to the mortgage indebtedness and his bond given to the State of Maryland, executed by himself and the Aetna Casualty and Surety Company, a body corporate, duly authorized by its charter to become sole surety on bonds of this character, as surety in the full and just sum of Thirty Five Thousand Dollars ($35,000.00), containing the conditions required by law relative to the foreclosure of mortgages under a power of sale contained therein.

That after having advertised the mortgaged premises for sale in accordance with the annexed Certificate of Advertisement in the Bay Times, a newspaper published in said County at least once each week for four (4) successive weeks, the first such publication being not less than twenty (20) days prior to sale, said attorney named in mortgage did attend, in front of the Courthouse door, in the Town of Centreville, Queen Anne's County, Maryland, at the hour of 11:00 A.M., E.S.T., on Friday, November 25, 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 in the Fourth Election District of Queen Anne's County, State of Maryland, and more particularly described in the above mentioned mortgage, and Advertisement of Sale unto Edward L. Bryl and Mary A. Bryl, his wife, they being then and there the highest bidder therefor, at and for the sum of Sixty Six Thousand Dollars ($66,000.00).

FILED

DEC 1 1977

LIBER 10 PAGE 253

The purchasers have made a cash deposit of Nine Thousand Nine Hundred Dollars ($9,900.00) being Fifteen Percent (15%) of the purchase price as required by the Advertisement of Sale, and they have given their assurance that they 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 Sixty Six Thousand Dollars ($66,000.00).

Respectfully submitted,

Charles E. Smith

STATE OF MARYLAND

QUEEN ANNE'S COUNTY to wit:

I HEREBY CERTIFY, That on this 30th day of November, 1977, before me, the subscriber, personally appeared Charles E. Smith, 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 September 27, 1977, 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.

DORIS R. BITELY NOTARY PUBLIC Queen Anne's Co., Md.

Doris R. Bitely
NOTARY PUBLIC

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ATTORNEY	*	FOR
Vs.	*	QUEEN ANNE'S COUNTY
IRVING L. GUBERNICK	*	IN EQUITY
and	*	CHANCERY NO. 6048
BEVERLY D. GUBERNICK	*	
MORTGAGORS	*	

* * * * *

AFFIDAVIT

I HEREBY CERTIFY That on this 30th day of November, 1977, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County, personally appeared Charles E. Smith, Attorney named in Mortgage, and made oath in due form of law that notice of the time, place, and terms of sale in this cause were duly served by Certified mail on Irving L. Gubernick and Beverly D. Gubernick, as prescribed by Rule W74 (a) (2) (c) of the Maryland Rules of Procedure.

DORIS R. BITELY NOTARY PUBLIC Queen Anne's Co., Md.

Doris R. Bitely
NOTARY PUBLIC

My Commission Expires: 7/01/78

LIBER 10 PAGE 255

Q: Would you say that in spite of what we read about the scarcity of beef?

A: Beef prices are down.

Q: They Are?

Mr. Resnick: No further questions

Questions by Mr. Thompson:

Q: You were present at Mrs. Emala's testimony, were you not?

A: Yes.

Q: Based on her testimony there is a net income from this farm through the soil bank of approximately $3,000.00 per year, is this, in your opinion, an adequate return on this farm?

A: It is a very inadequate return.

Q: You feel, therefore, that it would be to the benefit and advantage of these children if they can't all agree on renting, etc., to sell the farm?

A: I think it would be very much to their advantage, they are losing thousands of dollars every year if they hold it at the present situation.

Mr. Thompson: No further questions

Questions by Mr. Miliman:

Q: Now you say there is some 300 and some tillable acres?

A: Right.

Q: And you also say that the rent's run from $25.00 to $30.00 an acre.

A: Right.

Q: Averaging $30.00, right?

A: I would say that you could average $30.00 on this farm.

Q: Therefore, is it not true that the gross income would be somewhere around $10,000.00 at your maximum figures, is that correct?

A: Right.

Q: When you rent the land does this deplete the quality of the land?

A: Not if the management is proper because the food which is removed by the crops should be replaced by commercial fertilizer.

Q: By the tenant or the owner?

A: By the farmer, but there can be an arrangement where the tenant pays all of the bulk of the fertilizer and lime, or there can be an arrangement where it can be shared.

Q: Now, at $30.00 an acre average does the tenant replace all the lime and commercial fertilizer or is there a sharing?

A: The usual custom on cash rentals is this. The tenant will pay for all of the fertilizer, seed and tilling, generally, the owner will pay for the cost of the lime because lime is a long term proposition.

Q: Therefore, lime reacts over a period of five years or more, is this right?

A: Well -

Q: No immediate value?

A: You don't get it like that, right.

Q: What would be the expenses to the owner on these 300 acres?

A: It should be limed once every three or four years and probably a ton of limestone per acre would be adequate, and a ton of limestone is in the neighborhood of $20.00.

Q: So the cost is $5.00 per acre per year?

A: Right, plus tax and insurance the owner would have to pay that.

Q: Therefore, that would be another $1,500.00?

A: Right.

Q: So under the maximum benefits of your testimony this farm would produce between $8,000.00 or $8,500.00 per year, is that correct?

A: Right.

Q: It is now producing only $3,000.00 - well you jumped from gross to net. Net is $8,500.00 and the $3,000.00 is net - they are both nets, right. Now out of this 300 some acres which you keep calling tillable is there any pasture land?

A: In this area any of our land can be pasture land.

Q: There is no difference between pasture and tillable?

A: If it is pasture land here it is tillable land in almost every case there is none of the 300 acres which is not tillable it is all tillable.

Mr. Resnick in discussion with Mr. Milliman:

Mr. Resnick: I think you are wrong on the net. You said the cost of lime was $1,500.00; $5.00 per acre per year times 300 is $1,500.00 per cost of lime, isn't that what you said, and you figured the gross income at $10,000.00.

Mr. Miliman: Approximately.

Mr. Resnick: So that $10,000.00 less $1,500.00 is where you get $8,000.00 to $8,500.00, is that right?

Mr. Anthony: It would be a little less.

Mr. Resnick: That's where he is wrong, I'm a little slow but, then from that figure you take taxes of $1,600.00 - so that it is now around $6,500.00, $6,000.00.

Mr. Miliman: You're right, you're right.

ATTORNEY'S SALE OF VALUABLE FEE SIMPLE REAL ESTATE IN CHESTER, MARYLAND

Under and by Virtue of the power of sale contained in a mortgage from Irving L. Gubernick and Beverly D. Gubernick, his wife, to Queenstown Bank of Maryland, dated January 23, 1976, and recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber C.W.C. No. 101, folio 293, default having occurred in the terms of said Mortgage, the undersigned attorney, being designated therein by name to exercise the power of sale in case of default will offer at public auction in front of the Court House Door in the Town of Centreville, Queen Anne's County, State of Maryland, at the hour of 11:00 O'Clock A.M. Eastern Standard Time, on

FRIDAY
NOVEMBER 25, 1977

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, in Crab Alley Neck, described and designated as Lot No. 15 upon the survey plat entitled, "Marling Farms — Section Five," recorded in Liber T.S.P. No. 29, Folio 91, a Land Record Book for Queen Anne's County aforesaid and filed in Liber T.S.P. No. 1, folio 34, of the Plat Records of Queen Anne's County.

SUBJECT, HOWEVER, To restrictions of record filed among the aforesaid Land Records in Liber T.S.P. No. 66, folio 555.

BEING the same land conveyed unto Irving L. Gubernick and Beverly D. Gubernick, his wife, by deed from Arthur E. Price and Marilyn Irene Price, his wife, dated January 23, 1976, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 101, folio 291.

Improvements: One story aluminum sided house — 3 bedrooms, 1 bath, living room, dining room, enclosed porch and kitchen. Also has an attached garage.

TERMS OF SALE: The Purchaser(s) shall be required to pay Fifteen Percent (15 Per Cent) 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 the rate of six percent (6) per annum from day of sale to day of settlement, or all cash on the day of sale as 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 as of the date of final settlement. All transfer expenses, including deed, title examination, documentary stamps, transfer taxes, recording charges, and notary fees to be paid by purchaser(s).

At the time and place of sale, the purchaser(s) will be required to make affidavit as required by Rule BR6B3 of the Maryland Rules of Procedure.

Charles E. Smith
Attorney Named
in Mortgage
Grasonville, Maryland
21638
Telephone: 827-7550

Joseph A. Jackson, Jr.
Auctioneer
11-2-4t

The Bay Times

P.O. Box 44, Stevensville, Md. 21666 11/30, 1977

THE BAY TIMES, a body corporate, does hereby certify that the Attorney's Sale

the case/estate of Irving L & Beverly D Gubernick

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 24th day of Nov, 1977, and that the first insertion of said advertisement said BAY TIMES was on the 2 day of Nov, 1977, and the last insertion on the 23 day of Nov, 1977.

THE BAY TIMES

By Pa

FILED

DEC 1 1977

ORDER NISI ON SALE

CHARLES E. SMITH, Attorney

vs.

IRVING L. GUBERNICK
and
BEVERLY D. GUBERNICK, Mortgagors

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

Cause No. 6048

ORDERED, this 1st day of December, 1977, that the sale of the real property, made and reported in this cause by Charles E. Smith, Attorney, be ratified and confirmed, on or after the 4th day of January, 1978, 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 27th day of December, 1977.

The report states the amount of sales to be $66,000.00

Charles E. Cecil Clerk

Filed December 1, 1977

LIBER 10 PAGE 259

10 PAGE 260

Law Offices
Charles E. Smith, P. A.
P. O. Box 147
Main Street
Grasonville, Maryland 21638

827-7550 Area Code 301

November 17, 1977

Mr. Irving L. Gubernick
Marling Farms
Chester, Maryland 21619

Dear Mr. Gubernick:

I have filed foreclosure proceedings in the Circuit Court for Queen Anne's County against the property mortgaged by you to the Queenstown Bank of Maryland. A copy of the advertisement of sale setting forth the time and place of sale and the terms thereof is enclosed. This notice is made pursuant to Maryland Rule W72 (2C). Please note that sale will be held on Friday, November 25, 1977, at 11 O'Clock a.m. Eastern Standard Time in front of the Court House door in Centreville, Queen Anne's County, Maryland.

This sale may be cancelled prior to the proposed sale by payment of the monies due to the Queenstown Bank of Maryland plus all costs, legal fees and commissions, as set forth in the mortgage documents and as prescribed by law.

Sincerely,

Charles E. Smith

CES/db

No. 777746

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage

SENT TO Mr. Irving L. Gubernick	POSTMARK OR DATE
STREET AND NO. Marling Farms	
P.O., STATE AND ZIP CODE Chester, MD 21619	
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 0-397-498

NOV 17 1977

FILED
JAN 11 1978

Law Offices
Charles E. Smith, P. A.
P. O. Box 147
Main Street
Grasonville, Maryland 21638

RETURNED TO SENDER
REASON CHECKED
Unclaimed ✓ Refused
Addressee unknown
Insufficient Address
No such street number
No such office in state
Do not remail in this envelope

11-18-77

GRASONVILLE MD NOV 17 1977 21638

GRASONVILLE MD NOV 17 77

U.S. POSTAGE 5.0.9.8

Mr. Irving L. Gubernick
Marling Farms
Chester Maryland 21619

CERTIFIED
No. 777746
MAIL

Name
1st Notice 11-18
2nd Notice 11-30
Return 12-3-77

PS Form 3811, Mar. 1976

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:
Mrs. Beverly D. Gubernick
Amos Land School, Amos Land Rd
Morton, PA 19070

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	777747	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE [ ] Addressee [ ] Authorized agent

Thomas A. Pugh

4. DATE OF DELIVERY — POSTMARK: NOV 21 1977

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: — CLERK'S INITIALS

☆ GOP: 1976—O-203-456

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

No. 777747

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

SENT TO
Mrs. Beverly D. Gubernick

STREET AND NO.
Amos Land School, Amos Land Rd

P.O., STATE AND ZIP CODE
Morton, PA 19070

POSTMARK OR DATE — GRASONVILLE MD NOV 17 1977

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)

☆ GPO: 1970 O-397-456

Law Offices
Charles E. Smith, P. A.
P. O. Box 147
Main Street
Grasonville, Maryland 21638

827-7550 Area Code 301

November 17, 1977

Mrs. Beverly D. Gubernick
Amos Land School
Amos Land Road
Morton, PA 19070

Dear Mrs. Gubernick:

I have filed foreclosure proceedings in the Circuit Court for Queen Anne's County against the property mortgaged by you to the Queenstown Bank of Maryland. A copy of the advertisement of sale setting forth the time and place of sale and the terms thereof is enclosed. This notice is made pursuant to Maryland Rule W72 (2C). Please note that sale will be held on Friday, November 25, 1977, at 11 O'Clock a.m. Eastern Standard Time in front of the Court House door in Centreville, Queen Anne's County, Maryland.

This sale may be cancelled prior to the proposed sale by payment of the monies due to the Queenstown Bank of Maryland plus all costs, legal fees and commissions, as set forth in the mortgage documents and as prescribed by law.

Sincerely,

Charles E. Smith

CES/db

Enclosure

FILED JAN 11 1978

Centreville, Md. Jan. 12 19 77

We Hereby Certify

That the annexed advertisement of

Queen Anne Journal

was published in the QUEEN ANNE'S JOURNAL, a newspaper published in Queen Anne's county Maryland, once in each of one successive weeks before the 1 day of Dec. 19 77

And that the first insertion of said advertisement in the said QUEEN ANNE'S JOURNAL was on the 7 day of December 19 77, and the last insertion on the 21 day of Dec. 19 77

Dan Tabler

Publishers, Queen Anne's Journal

Per Lynne Dale Willson

ne's Journal, December 7, 197

PUBLIC NOTICES P

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 27th day of December, 1977.

The report states the amount of sales to be $66,000.00.

Charles W. Cecil
Clerk

Filed December 1, 1977
(12-7,14,21)

NOTICE OF ANNUAL MEETING OF STOCKHOLDERS

To the stockholders of the Queenstown Bank of Maryland, Queenstown, Maryland:

You are hereby notified that the annual meeting of the stockholders of the Queenstown Bank of Maryland, Queenstown, Maryland will be held on Thursday, January 5, 1978

ORDER NISI ON SALE

Charles E. Smith
Attorney
vs.
Irving L. Gubernick
Beverly D. Gubernick
Mortgagors

In the Circuit Court
For Queen Anne's County
In Equity
Cause No. 6048.

ORDERED, this 1st day f December, 1977, that he sale of the real proper- y, made and reported in his cause by Charles E. mith, Attorney, be atified and confirmed, on r after the 4th day of anuary, 1978, unless ause to the contrary hereof be previously

RECEIVED
CLERK, CIRCUIT COURT
1978 JAN 12 PM 4:09
QUEEN ANNE'S COUNTY

Centreville, Md. Dec. 21, 19 77

We Hereby Certify

That the annexed advertisement of

Order NISI on Sale

was published in the QUEEN ANNE'S JOURNAL, a newspaper published in Queen Anne's county Maryland, once in each of three successive weeks before the 25th day of Dec., 1977

And that the first insertion of said advertisement in the said QUEEN ANNE'S JOURNAL was on the 7th day of Dec., 1977, and the last insertion on the 21st day of Dec., 1977

Dan Tabler

Publishers, Queen Anne's Journal

Per Shirley K. Gardner

ORDER NISI ON SALE
Charles E. Smith
Attorney
vs.
Irving L. Gubernick
Beverly D. Gubernick
Mortgagors

In the Circuit Court
For Queen Anne's County
In Equity
Cause No. 6048

ORDERED, this 1st day of December, 1977, that the sale of the real property, made and reported in this cause by Charles E. Smith, Attorney, be ratified and confirmed, on or after the 4th day of January, 1978, 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 27th day of December, 1977.

The report states the amount of sales to be $66,000.00.

Charles W. Cecil
Clerk

Filed December 1, 1977
(12-7,14,21)

FILED

APR 19 1978

CIRCUIT COURT
QUEEN ANNE'S CO.

LIBER 10 PAGE 263

LIBER 10 FOLIO 264

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ATTORNEY	*	FOR
Vs.	*	QUEEN ANNE'S COUNTY
IRVING L. GUBERNICK	*	IN EQUITY
and	*	CHANCERY NO. 6048
BEVERLY D. GUBERNICK	*	
MORTGAGORS	*	

* * * * *

FINAL ORDER OF RATIFICATION OF SALE

IT IS ORDERED, by the Circuit Court for Queen Anne's County, this 17th Jan 1978 that the sale of the real estate made and reported in this cause by Charles E. Smith, Attorney named in Mortgage, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice thereof appears to have been given as required by the preceding Order Nisi; and the said attorney named in Mortgage is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers therefor to the Auditor.

B. Hackett Turner Jr.
JUDGE

RECEIVED
CLERK. CIRCUIT COURT
1978 JAN 17 PM 4:18
QUEEN ANNE'S COUNTY

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ATTORNEY	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
IRVING L. GUBERNICK	*	IN EQUITY
and	*	CHANCERY NO. 6048
BEVERLY D. GUBERNICK	*	
MORTGAGORS	*	

* * * * *

PETITION FOR APPOINTMENT OF SPECIAL AUDITOR

The Petition of Charles E. Smith, Attorney named in mortgage, in the above entitled cause, respectfully shows:

1. That the attorney for Beverly D. Gubernick is John T. Clark, III.

2. That the regular Auditor of this Honorable Court is a member of the firm in which Beverly D. Gubernick's attorney 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.

RECEIVED
CLERK. CIRCUIT COURT
1978 APR 20 PM 1:51
Filed: QUEEN ANNE'S COUNTY

Charles E. Smith
Attorney named in mortgage

ORDER

The foregoing Petition for Appointment of Special Auditor having been read and considered, it is this 21st day of April, 1978, by the Circuit Court for Queen Anne's County, in Equity,

ORDERED, that Patrick E. Thompson, Esquire, be and he is hereby appointed as 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.

RECEIVED
CLERK. CIRCUIT COURT
FILED: 1978 APR 24 AM 9:27
QUEEN ANNE'S COUNTY

B Hackett Turner Jr.
JUDGE

TRUE COPY
TEST: _____ Clerk

LIBER 10 FACE 266

IRVING L. GUBERNICK
P. O. BOX 156
BROOMALL, PA. 19008

4/25/78

Charles Smith
P.O. Box 147
Grasonville Md 21638

M. Smith:

Kindly accept this as your authorization to deduct $750.00 from the proceeds due me as a result of the sale of the property at Marling Farms.

Very truly
Irving L. Gubernick

RECEIVED
CLERK, CIRCUIT COURT
1978 MAY 31 PM 1:59
QUEEN ANNE'S COUNTY

LAW OFFICES
CLARK & CLARK
118 N. COMMERCE STREET
P. O. BOX 208
CENTREVILLE, MD. 21617

J. THOMAS CLARK
JOHN T. CLARK, III

AREA CODE 301
758-1392

February 27, 1978

Charles E. Smith, Esquire
Main Street
Grasonville, MD 21638

Dear Charlie:

Enclosed herein is the letter that I received on today's date from Mr. Beverly E. Deidrick, formerly Gubernick, which authorizes you to make a deduction of $750.00 in the proceeds of the sale of the house. Said authorization is self-explanatory.

RECEIVED
CLERK. CIRCUIT COURT
1978 MAY 31 PM 1:59
QUEEN ANNE'S COUNTY

Very truly yours,

CLARK & CLARK

John T. Clark, III

Enclosure

RECEIVED
FEB 27 1978

27 Hickory Lane
Newtown Square, Pa. 19073

February 19, 1978

Clark & Clark
118 N. Commerce St.
P.O. Box 208
Centreville, Md. 21617

Dear Mr. Clark:

As my attorney, I would like you to authorize, in my behalf, the deduction of $750. from my part of the proceeds from the sale of the Marling Farms property to be paid to the purchasers toward the claim for damaged bulkheading.

Yours truly,
Beverly E. Deidrick
formerly Gubernick

CHARLES E. SMITH Attorney named in Mortgage	*	IN THE CIRCUIT COURT
	*	
Vs.	*	FOR
	*	
IRVING L. GUBERNICK and BEVERLY D. GUBERNICK	*	QUEEN ANNE'S COUNTY
	*	
	*	IN EQUITY
	*	
	*	NO. 6048

* * *

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Patrick E. Thompson, Special Auditor, unto your Honor respectfully represents:

1. That this account is stated at the request of Charles E. Smith, Attorney named in Mortgage, wherein it appears that the proceeds of sale are sufficient to pay the expenses of the sale and the mortgage debt.

2. That in the within account, Charles E. Smith, 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 his fee for services per terms of the mortgage, the 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 cost of electrical service, the cost of fire insurance premiums, the balance due on the mortgage indebtedness, an allowance to Beverly Gubernick for advertising costs and interest per order of court, and the fee and expenses of your auditor, and the balance was distributed to the mortgagors.

Respectfully submitted,

Patrick E. Thompson
Special Auditor

May 31, 1978

RECEIVED
CLERK. CIRCUIT COURT
1978 MAY 31 PM 2:00
QUEEN ANNE'S COUNTY

Cause No. 6048

The proceeds of the sale of land reported in this cause, in account with Charles E. Smith, Attorney named in Mortgage, of the mortgage foreclosed in these proceedings (and vendor of said land)

Cr.

By gross proceeds of the sale of said land, per report of said vendor, to wit:----------$66,000.00

Dr.

To Charles E. Smith, Attorney named in Mortgage (and vendor), per terms of mortgage, to wit:		
1-His commissions for making sale -----$3,450.00		
2-His fee for his services---------- 500.00		$3,950.00
To do, for an amount paid Charles W. Cecil, Clerk, for Court Costs, per receipt exhibited, to wit:		
1-Costs of Charles W. Cecil, Clerk-----$ 40.00		
2-Appearance fees, etc.---------- 136.00		176.00
To do, for an amount paid Avon Dixon Agency, Inc., for premium on the Corporate surety bond filed in this Cause, per receipts, exhibited, to wit:----------		185.00
To do, for an amount paid Joseph Jackson, Auctioneer, for cancelled sale of October 22, 1977, per rules of Court, the sum of----------		25.00
To do, for an amount paid Joseph Jackson, Auctioneer, for crying said sale on November 25, 1975, per rules of Court, the sum of ----------		165.00
To do, for amount paid Bay Times per its receipts exhibited, to wit:		
1-For publishing Notice of sale on October 22, 1977 ---------- $ 105.00		
2-For publishing notice of sale on November 25, 1977 ---------- 105.00		210.00
To do, for amount paid Queen Anne's Journal per its receipts exhibited, to wit:		
1-Publishing Order Nisi of Sale -------		26.55

RECEIVED
CLERK, CIRCUIT COURT
1978 MAY 31 PM 2:00
QUEEN ANNE'S COUNTY

To do, for amount paid U.S. Post Office for certified mail, notice to mortgagors, per its receipts exhibited, to wit: ----------		$ 3.40
To do, for amount paid Delmarva Power & Light Company for electricity, per its receipt exhibited, to wit: ----		81.21
To do, for amount paid Avon Dixon Agency for fire insurance, per its receipt exhibited, to wit: -------		59.00
To Queenstown Bank of Maryland for balance due on mortgage indebtedness including interest to date of final ratification on January 17, 1978, per rules of Court, to wit:----------		35,295.27
To Beverly D. Gubernick, for amount allowed by Order of Court on petition filed, to wit:		
1-Advertising costs for October 22, 1977----------	$ 52.50	
2-Interest on mortgage from October 22, 1977, through January 17, 1978, inclusive	405.26	457.76
To Patrick E. Thompson, 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
To Edward A. Bryl and Mary L. Bryl, Purchasers at said sale for pier allowance per authority of mortgagors filed herein, to wit: ----------		1,500.00
To Beverly D. Gubernick one-half of surplus from proceeds of sale, to wit: ----------		11,905.40
To Irving L. Gubernick one-half of surplus from proceeds of sale, to wit: ----------		11,905.41
		$66,000.00

May 31, 1978

Patrick E. Thompson
Auditor

LIBER 10 PAGE 272

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
VS.	*	FOR
IRVING L. GUBERNICK and BEVERLY D. GUBERNICK	*	QUEEN ANNE'S COUNTY
	*	IN EQUITY
	*	NO. 6048

* * * * *

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on May 31, 1978, the date the audit in the above entitled cause was filed in this Court, that he did by U.S. First Class Mail notify the following interested parties to this cause, to wit:

Charles E. Smith,
Attorney named in Mortgage
Grasonville, Maryland 21638

Queenstown Bank of Maryland
Queenstown, Maryland 21658

Beverly D. Gubernick
Amos Land School
Amos Land Road
Morton Pa. 19070

Irving L. Gubernick
27 Hickory Lane
Newton Square, Pa. 19073

Pursuant to Rule 12d, Rules of the Second Judicial Circuit of Maryland, a copy of the audit duly certified by the undersigned, was mailed to each of the above named persons at the above stated addresses, and pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on May 31, 1978, with the Clerk of the Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before June 15, 1978, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on June 16, 1978.

Patrick E. Thompson
Special Auditor

RECEIVED
CLERK, CIRCUIT COURT
1978 MAY 31 PM 2:01
QUEEN ANNE'S COUNTY

CHARLES E. SMITH, attorney

vs.

IRVING L. GUBERNICK, et al.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

No. 6048

NISI RATIFICATION OF AUDIT

ORDERED this 31st day of May, 1978, that the report and account filed in these proceedings by Patrick E. Thompson, Special, Auditor, be ratified on or after the 16th day of June, 1978, 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. Price Clerk

Filed May 31, 1978

LIBER 10 PAGE 274

CHARLES E. SMITH, Attorney	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6048
	*	
IRVING L. GUBERNICK, et al.	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 16th day of June, 1978, by the Court that the account of the Auditor is finally ratified and confirmed, and Charles E. Smith, Attorney, ~~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 W. Cole Clerk

Filed June 16, 1978

SARAH ETTA DODD
Batts Neck
Stevensville, MD 21666

PLAINTIFF

VS.

The Unknown Heirs, Devisees or Personal Representatives of CAROLINE JOHNSON, deceased and of JAMES SEWELL, deceased, and of CORETHA SEWELL, deceased, and to all other persons unknown claiming any right, title, estate, lien or interest in the real property described in the Complaint adverse to Plaintiff's ownership or any cloud upon Plaintiff's title thereto.

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY NO. 5942

FEB 15-77 * 27483 *****40.00
FEB 15-77 A 27483 *****40.00

* * * * *

BILL TO QUIET TITLE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Oratrix, Complaining, says:

1. That your Oratrix is in actual peaceable possession of all that lot or parcel of land improved by an old dwelling house, situate near Batt's Neck in the Fourth Election District of Queen Anne's County, Maryland, on the West side of Maryland Route 8, bounded on the North by land of the United States of America, on the East by land of Charles A. Shreeve, Jr., and by land of J. and R. Builders Corporation, bounded on the South by Woodmoor Road, and bounded on the West by land of Walter T. Gray and by land of the State of Maryland Department of Natural Resources.

2. That the above described real estate is the same parcel of land assessed to the heirs of Caroline Johnson and being designated as Parcel No. 168, on Queen Anne's County Assessment Maps No. 56 and 63. Said parcel containing two (2) acres of land, more or less.

3. That your Oratrix has by herself and her predecessors in title, been in actual, exclusive, and adverse possession of the property above described continuously for more than forty years prior to the filing of this Bill of Complaint, claiming to own the same in fee against the whole world, and has paid all taxes of every kind levied or assessed against the property during the period of more than forty years continuously next preceding the filing of this Bill of Complaint.

4. That the said Caroline Johnson died sometime around 1920 leaving as her sole surviving heir a daughter, Janie Sewell who died sometime during 1930 leaving as her sole surviving heir, her daughter, Coretha Sewell who died sometime during 1940 without leaving any surviving heirs.

FILED
FEB 15 1977

LIBER 10 PAGE 275

5. That your Oratrix has been unable to ascertain the identity of any surviving heirs of the said Caroline Johnson although she has inquired of certain long standing residents of Batts Neck, namely, Maude Johns, Leonard Robinson, and Alexander Bordley.

6. That your Oratrix is entitled to bring this action under the provisions of Section 14-108 of the Real Property Article of the Maryland Annotated Code (1974).

The undersigned does solemnly declare and affirm under the penalties of perjury that the contents of paragraph 5 relating to inquiries of residents of Batts' Neck are true.

TO THE END THEREFORE:

1. That a decree may be passed by your Honors quieting title to said real estate in plaintiff by virtue of her adverse possession for more than the required statutory period and enjoining the assertion by anyone of any claim or action against said property.

2. That your Honors may order the Sheriff of Queen Anne's County set up a copy of an Order of Publication upon the land, in accordance with Maryland Rule 111a in lieu of service by publication pursuant to Section B of Rule 105.

AND AS IN DUTY BOUND, ETC.

Charles E. Smith

Charles E. Smith
P.O. Box 147
Grasonville, Maryland
Telephone 827-7550
Attorney for Plaintiff

ORDER OF COURT

ORDERED This 16th day of February, 1977, by the Circuit Court for Queen Anne's County in Equity that an Order of Publication be issued and that the Sheriff post a copy of said Order of Publication upon the land and thereafter file his Certificate in this cause proving the fact and date of posting.

B. Hackett Turner Jr.
JUDGE

FILED
FEB 16 1977

SARAH ETTA DODD Batts Neck Stevensville, MD 21666	*	
PLAINTIFF	*	IN THE
VS.	*	CIRCUIT COURT
The Unknown Heirs, Devisees or Personal Representatives of CAROLINE JOHNSON, deceased and of JAMES SEWELL, deceased, and of CORETHA SEWELL, deceased, and to all other persons unknown claiming any right, title, estate, lien or interest in the real property described in the Complaint adverse to Plaintiff's ownership or any cloud upon Plaintiff's title thereto.	*	FOR QUEEN ANNE'S COUNTY IN EQUITY CHANCERY NO. 5942

* * * * *

ORDER OF PUBLICATION

This is to give notice that on the 15th day of February, 1976, a Bill of Complaint was filed in the Circuit Court for Queen Anne's County by the Plaintiff against the unknown defendants. The Bill of Complaint alleges in substance that Plaintiff is in actual peaceable possession of all that lot or parcel of land, improved by a dwelling house, situate near Batt's Neck in the Fourth Election District of Queen Anne's County, Maryland, on the West side of Maryland Route 8, bounded on the North by land of the United States of America, on the East by land of Charles A. Shreeve, Jr., and by land of J. and R. Bilders Corporation, bounded on the South by Woodmoor Road, and bounded on the West by land of Walter T. Gray and by land of the State of Maryland Department of Natural Resources, and containing two (2) acres of land, more or less; That the above described real estate is the same parcel of land assessed to the heirs of Caroline Johnson and being designated as parcel No. 168 on Queen Anne's County Assessment Maps No. 56 and 63; That the plaintiff has by herself and her predecessors in title, been in actual, exclusive, and adverse possession of the property above described continuously for more than forty years and that she has paid all taxes of every kind levied or assessed against said property during the period of more than forty years.

The relief prayed in the bill is for the Court to quiet title to the said property in the plaintiff.

WHEREUPON, it is ordered by the Circuit Court for Queen Anne's County this 16th day of February, 1977, that plaintiff cause a copy of this Order to be posted upon the subject land for three successive weeks before the 16th day of March, 1977, giving notice to all unknown persons claiming any right, title or interest in said land of the pending action and to warn them to show cause, if any there may be, on or before the 18th day of April, 1977, why a Decree should not be passed as prayed.

Charles H. Cecil
CLERK

LIBER 10 PAGE 278

SARAH ETTA DODD Batts Neck Stevensville, MD 21666	*	
PLAINTIFF	*	IN THE
VS.	*	CIRCUIT COURT
The Unknown Heirs, Devisees or Personal Representatives of CAROLINE JOHNSON, deceased and of JAMES SEWELL, deceased, and of CORETHA SEWELL, deceased, and to all other persons unknown claiming any right, title, estate, lien or interest in the real property described in the Complaint adverse to Plaintiff's ownership or any cloud upon Plaintiff's title thereto.	*	FOR QUEEN ANNE'S COUNTY IN EQUITY CHANCERY NO. 5942

* * * * *

ORDER OF PUBLICATION

This is to give notice that on the 15th day of February, 1976, a Bill of Complaint was filed in the Circuit Court for Queen Anne's County by the Plaintiff against the unknown defendants. The Bill of Complaint alleges in substance that Plaintiff is in actual peaceable possession of all that lot or parcel of land, improved by a dwelling house, situate near Batt's Neck in the Fourth Election District of Queen Anne's County, Maryland, on the West side of Maryland Route 8, bounded on the North by land of the United States of America, on the East by land of Charles A. Shreeve, Jr., and by land of J. and R. Bilders Corporation, bounded on the South by Woodmoor Road, and bounded on the West by land of Walter T. Gray and by land of the State of Maryland Department of Natural Resources, and containing two (2) acres of land, more or less; That the above described real estate is the same parcel of land assessed to the heirs of Caroline Johnson and being designated as parcel No. 168 on Queen Anne's County Assessment Maps No. 56 and 63; That the plaintiff has by herself and her predecessors in title, been in actual, exclusive, and adverse possession of the property above described continuously for more than forty years and that she has paid all taxes of every kind levied or assessed against said property during the period of more than forty years.

The relief prayed in the bill is for the Court to quiet title to the said property in the plaintiff.

WHEREUPON, it is ordered by the Circuit Court for Queen Anne's County this 16th day of February, 1977, that plaintiff cause a copy of this Order to be posted upon the subject land for three successive weeks before the 16th day of March, 1977, giving notice to all unknown persons claiming any right, title or interest in said land of the pending action and to warn them to show cause, if any there may be, on or before the 18th day of April, 1977, why a Decree should not be passed as prayed.

Charles H. Cecil
CLERK

TRUE COPY
TEST: Charles H. Cecil CLERK

FILED
FEB 28 1977

Order Of Publication posted on the within described property this 18th day of February 1977.

George B. Sharp
Sheriff W.C.

RECORDED
LIBER 10 PAGE 279

[LIBER 10 FACE 280 [

SARAH ETTA DODD	*	
PLAINTIFF	*	
VS.	*	IN THE
The Unknown Heirs, Devisees or Personal Representatives of CAROLINE JOHNSON, deceased and of JAMES SEWELL, deceased, and of CORETHA SEWELL, deceased, and to all other persons unknown claiming any right, title, estate, lien or interest in the real property described in the Complaint adverse to Plaintiff's ownership or any cloud upon Plaintiff's title thereto.	*	CIRCUIT COURT
	*	FOR
	*	QUEEN ANNE'S COUNTY
	*	IN EQUITY
	*	CHANCERY NO. 5942
	*	

* * * * *

MOTION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

SARAH ETTA DODD, Complainant, by Charles E. Smith, her solicitor, moves pursuant to Maryland Rule 310 (b) for a Decree Pro Confesso, against the above named Respondents, for failure to comply with requirements as to time for pleading, the grounds for this Motion being as follows:

1. That the Order of Publication directed against all of said Defendants has been duly posted on the real estate described in this cause by the Sheriff of Queen Anne's County on February 18, 1977, as appears by the Sheriff's Certificate as to Posting filed in this cause on February 23, 1977.

2. That the time for filing their initial pleading expired on April 18, 1977, with respect to all of said Defendants, none of whom has answered the Bill of Complaint or filed any other pleading herein.

AND AS IN DUTY BOUND, etc.

Charles E. Smith

RECEIVED
CLERK, CIRCUIT COURT
1977 JUL 27 PM 3 09
QUEEN ANNE'S COUNTY

STATEMENT OF POINTS AND AUTHORITIES

The Complainant's Motion is by authority of Maryland Rule 310 (b).

SARAH ETTA DODD	*	
PLAINTIFF	*	
VS.	*	IN THE
The Unknown Heirs, Devisees or Personal Representatives of CAROLINE JOHNSON, deceased and of JAMES SEWELL, deceased, and of CORETHA SEWELL, deceased, and to all other persons unknown claiming any right, title, estate, lien or interest in the real property described in the Complaint adverse to Plaintiff's ownership or any cloud upon Plaintiff's title thereto.	*	CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CHANCERY NO. 5942

* * * * *

DECREE PRO CONFESSO

The Bill To Quiet Title of Complainant having been filed, with posting having been made on the subject property, and no answer having been subsequently filed thereto by Respondents, although the time therefore has expired, it is this 28 day of July, 1977, by the Circuit Court for Queen Anne's County, in Equity,

ORDERED: That the Bill To Quiet Title of the Complainant, is taken Pro Confesso against the Respondents, and the papers are referred to an Examiner to take testimony to support the allegations of the Bill.

B. Hackett Turner Jr.
JUDGE

FILED
JUL 28 1977

SARAH ETTA DODD	*	IN THE CIRCUIT COURT
PLAINTIFF	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
The Unknown Heirs, Devisees or Personal Representatives of CAROLINE JOHNSON, deceased and of JAMES SEWELL, deceased, and of CORETHA SEWELL, deceased, and to all other persons unknown claiming any right, title, estate, lien or interest in the real property described in the Complaint adverse to Plaintiff's ownership or any cloud upon Plaintiff's title thereto.	*	IN EQUITY
	*	CHANCERY NO. 5942

* * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Pursuant to the provisions of Rule 580 of the Maryland Rules of Procedure and at the request of Charles E. Smith, Solicitor for the Complainant, I, the undersigned, Edward Turner, one of the standing Examiners in Chancery, did fix November 17, 1977, at 4:30 O'Clock p.m. in my office at Centreville, Maryland, as the time and place for the taking of such testimony as the Complainant might produce.

At the time and place aforesaid, I did meet the Complainant and her solicitor and did proceed as follows:

QUESTIONS BY EXAMINER:

Q. Please state your name, age, and residence.

A. My name is Sarah Etta Dodd; I am 58 years old and I live in Stevensville, Maryland.

RECEIVED
CLERK, CIRCUIT COURT
1978 MAR -3 PM 4:13
QUEEN ANNE'S COUNTY

QUESTIONS BY CHARLES E. SMITH

First Witness

Q. Please state your full name.

A. My name is Leonard Robinson

Q. What is your address?

A. Batts Neck, Stevensville, Maryland

Q. How long have you lived there?

A. All of my life.

Q. Do you know Sarah Etta Dodd?

A. Yes, she is my sister.

Q. How old are you Mr. Robinson?

A. 66 years old

Q. Do you know how old Sarah is?

A. 57 years old.

Q. Are you familiar with the property that formerly belonged to Caroline Johnson?

A. Yes, I lived there from the time I was 11 or 12 years old until the year 1930.

Q. Did Sarah Dodd also live on that property?

A. Yes from the time she was about 3 years old until about 11 years ago.

Q. Since that time, has she retained possession of the property and used it for gardening or anything?

A. As far as I know, yes.

LIBER 10 PAGE 283

Q. How long did your mother and father live on the property?

A. From about the time I was 11 or 12, up until 1930 when my father passed away.

Q. Did your mother live on the property after that?

A. Yes she did up until she died in 1971.

Q. Do you know whether or not your mother and father ever paid any rent for the property?

A. I know they paid the taxes on it.

Q. From the time you first lived on the property up until the time your mother died, do you know whether anyone ever told them they had to move?

A. No.

Q. Who took care of the property?

A. My father did.

SECOND WITNESS

Q. Please state your full name.

A. Alexander Bordley

Q. What is your address?

A. Batts Neck, Stevensville, Maryland

Q. How long have you lived there?

A. 79 years.

Q. How old are you?

A. 79 years old.

Q. Are you familiar with the property at Batts Neck that used to belong to Caroline Johnson?

A. Yes, my mother and father had property adjoining theirs.

Q. Did you live on the property with your father and mother?

A. Yes, until they died.

Q. Where were you born?

A. On that property.

Q. How long did you live on that property?

A. I don't remember just how long.

Q. You were about how old when you left?

A. About 40 years old.

Q. Did Miss Caroline Johnson live on her property at that time?

A. Yes, she did.

Q. Did she have any children?

A. She had a daughter named Janie.

Q. Is Caroline Johnson still living?

A. No.

Q. Do you know when she died?

A. No.

Q. How about Janie, is she still living?

A. I don't know.

Q. Do you know where they moved to?

A. Baltimore.

Q. Do you know whether Janie had any children?

A. She had a daughter named Corretha and I understand she died about 1940.

Q. After Caroline John left the property, did anyone else live there?

A. Yes Charlie Robinson lived there.

LIBER 10 PAGE 285

Q. Do you remember how long he lived on the property?

A. No, I don't.

Q. Was he living on the property when he died?

A. Yes, I believe he was.

Q. Did Mrs. Robinson continue to live on the property?

A. Yes, she did until the time she died.

Q. Do you know whether Sarah Dodd lived on the property?

A. Yes, she did.

Q. Since the time that Mrs. Robinson lived on the property until this day, do you know anyone else who has claimed the property?

A. No, I don't.

THIRD WITNESS

Q. Please state your full name and address.

A. My name is Maude Johns and I live at Batts Neck, Stevensville, Maryland.

Q. How old are you?

A. 79 years old.

Q. How long have you lived in Batts Neck?

A. I have lived there for 58 years but have lived on Kent Island all of my life.

Q. Did you know Miss Caroline Johnson?

A. Yes.

Q. Are you familiar with the property she owned near Batts Neck?

A. Yes, I used to go up there and visit Janie and Dan.

Q. Who were Janie and Dan?

A. They were husband and wife and Aunt Caroline was Janie's mother.

Q. Did there come a time when Caroline Johnson moved away from the property?

A. I don't know about that.

Q. Is she still living?

A. No, she has died.

Q. Did Janie live there on the property or did she move away?

A. Janie and Aunt Caroline both moved away.

Q. Do you know where they moved?

A. Baltimore.

Q. Did Janie have any children?

A. She had a daughter named Corretha and she died in 1940 because I was notified by one of the neighbors in Baltimore.

Q. Did Corretha ever visit you?

A. In 1920, I believe it was.

Q. Did she ever say anything to you about Miss Caroline Johnson's property?

A. She wanted to go up to the house to visit Miss Alice Robinson, who we called Mama Babe, and she told me and Miss Alice that she never wanted to live there again.

Q. Do you know of any living brothers and sisters of Corretha?

A. There were none who lived, she only had the one child who lived.

FOURTH WITNESS

Q. Please state your full name and address.

A. My name is James Fisher and I live at Batts Neck, Stevensville, Maryland.

Q. How long have you lived in Batts Neck?

A. About 30 years.

Q. How old are you?

A. About 30 years old.

Q. Are you familiar with the property formerly known as the "Caroline Johnson property?"

A. Yes.

Q. Did you ever live on that property?

A. Yes, we lived there about 19 years, and then we moved to another house.

Q. Who did you live there with?

A. My mother and grandparents.

Q. What was your mother's name?

A. Sarah Dodd.

Q. What was your Grandmother's name?

A. Alice Robinson but later married a man named Jones.

Q. During the time you lived there, who took care of the property?

A. My mother and grandparents.

Q. Who paid the taxes on the property?

A. My Grandmother.

Q. Is your Grandmother still living?

A. No she died in February, 1971.

Q. Since that time, who has paid the taxes on the property?

A. I have.

Q. Does Sarah Dodd still have possession of this property?

A. Yes.

Q. Does she make any use of this property?

A. Yes, she uses it for planting a garden and takes care of it.

Q. Do you know of anyone else who has ever claimed the property?

A. No.

Q. Do you know of anyone else who has had possession of the property?

A. No.

FIFTH WITNESS:

Q. Please state your full name and address.

A. My name is Mary Christine Dodd Bonds and I live at Batts Neck, Stevensville, Maryland.

Q. How long have you lived there?

A. All of my life.

Q. How old are you?

A. 27 years old.

Q. Are you familiar with the property known as the Caroline Johnson property?

A. Yes.

LIBER 10 PAGE 289

Q. Did you ever live on that property?

A. Yes, since the time I was born until my mother moved about 11 years ago in 1966.

Q. Who did you live on the property with?

A. My mother, father and grandparents.

Q. Who is your mother?

A. Mrs. Sarah Etta Dodd.

Q. Who is your grandmother?

A. Mrs. Alice Robinson.

Q. Is your grandmother still living?

A. No, she died in February, 1971.

Q. Who maintained the property when you lived on it?

A. My grandmother and my mother.

Q. Who paid the taxes on the property?

A. My grandmother.

Q. After her death, who paid the taxes on the property?

A. James Fisher.

Q. Was this paid for your mother, Mrs. Dodd?

A. Yes.

Q. Does Mrs. Dodd still maintain possession of the property?

A. Yes.

Q. Does she use it for any purpose?

A. Yes, we keep it up for her. We plant a garden there for her and things like that.

Q. Do you know of anyone else who claims possession of the property?

A. No.

Questions by Charles E. Smith:

Q. Please state your full name.

A. Sarah E. Dodd

Q. What is your address?

A. Stevensville, Maryland

Q. How long have you lived there?

A. All of my life.

Q. Are you familiar with the property known as the Carolyn Jones property?

A. Yes.

Q. How are you familiar with it?

A. I lived there when I was very young.

Q. How old are you now?

A. I will be 58 years old on November 18.

Q. Who else lived on the property with you?

A. My mother and father and later my children lived there also.

Q. Was your father living on the property when he died?

A. Yes.

Q. When did he die?

A. October 22, 1930.

Q. Did you and your mother continue to live there after that time?

A. Yes

Q. Is your mother living or dead?

A. She is dead.

Q. When did she die?

A. February 8, 1971.

LIBER 10 PAGE 297

Q. Did you live on the property after your mother died?

A. I moved after my mother died, away from the property.

Q. Did you continue to use the property for any purpose after that?

A. I went back and forth because my stepfather stayed there.

Q. Do you still use the property for any purpose?

A. Yes, I plant a garden there and take care of the property.

Q. Do you know who has paid the taxes on the property for the last 25 or 30 years?

A. My mother and I paid them.

Q. Since the time of your mother's death, who has paid the taxes.

A. My son and I have paid them.

Q. Since the time you were a little girl and lived on the property to the present time, has anyone claimed the property other than you and your family?

A. No.

Q. DId anyone ever tell you to move off the property?

A. No.

Q. Have you paid rent to anyone since the time of your father's death in 1930?

A. No, we just paid taxes on the property.

Q. Has anyone ever told you that the property belonged to them?

A. No.

Q. Do you know where this property is located on Kent Island?

A. Yes, we call it Wilson Town.

Q. Do you know who owns the property next to it?

A. Yes, Arthur Cooper.

Q. On which side of you is that?

A. The West side

Q. Do you know who owns the property on the East side?

A. Yes, the Bordley family.

Q. Is there a road leading to this property?

A. We have always gotten to the property by using a dirt lane that went from the main road to the property.

Q. By the main road, do you mean Route 8?

A. Yes.

Q. This lane, did it cross over someone else's property?

A. Yes, it crossed the Bordley property and the property that used to belong to Mrs. Catherine Anderson.

Q. Has anyone ever stopped you from using that right of way?

A. No.

Q. Is that the way you have always used to get to the property?

A. Yes, we have always used that road and I used it as a little girl to go to school.

Q. Did anyone else ever use that road to get to the property?

A. Yes.

Q. Do you know who?

A. Yes, two brothers,Caleb Stansbury and Charles Stansbury and their wives, and also Arthur Robinson and also his

LIBER 10 PAGE 293

father, Frank Robinson. Mr. Arthur Cooper also used it too.

Q. Were there several houses back there off the road at that time?

A. Yes, seven houses were there.

Q. Is the road still in use at this time?

A. Yes it is. We use it and people by the name of Russ use it.

Q. Have you had a survey made of the property?

A. Yes, I have.

Q. Who made it?

A. Mr. John F. Douthirt, III.

Q. Is this plat a copy of that survey?

A. Yes, it is.

Plat of survey by John F. Douthirt, III, Registered Surveyor, entitled "Plat of Survey for Sarah Dodd," dated August 6, 1977, is introduced as plaintiff's Exhibit No. 1.

EXAMINER'S NOTE: At the time and place aforesaid, I, Edward Turner., one of the standing Examiners in Chancery for Queen Anne's County, did remain in the same room with the Complainant throughout the taking of the testimony in the above entitled case. No irregularities or unusual circumstances in the taking of testimony or in the conduct of the proceedings are known to the Examiner.

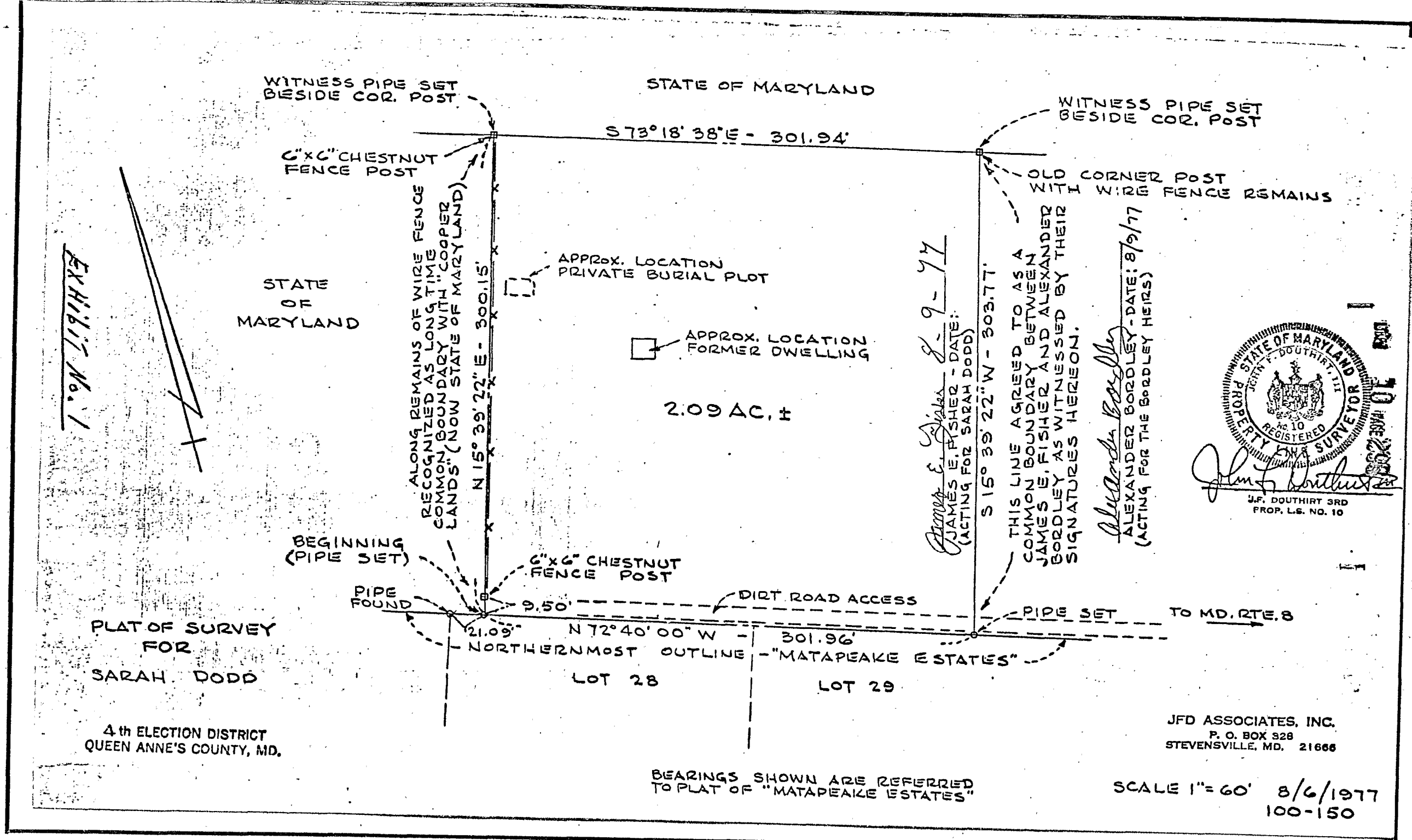
No further testimony being offered, I did close the taking thereof and do herewith submit the porceedings.

Edward Turner, Examiner . . . . . $25.00 Paid E.T 3/2/78.

Doris R. Bitely, Stenographer . . . . . 20.00 pd.

Edward Turner
Examiner in Chancery

LIBER 10 PAGE 295


WITNESS PIPE SET BESIDE COR. POST
STATE OF MARYLAND
S 73° 18' 38" E - 301.94'
WITNESS PIPE SET BESIDE COR. POST
6"x6" CHESTNUT FENCE POST
OLD CORNER POST WITH WIRE FENCE REMAINS
EXHIBIT No. 1
STATE OF MARYLAND
ALONG REMAINS OF WIRE FENCE RECOGNIZED AS LONG TIME COMMON BOUNDARY WITH "COOPER LANDS" (NOW STATE OF MARYLAND)
N 15° 39' 22" E - 300.15'
APPROX. LOCATION PRIVATE BURIAL PLOT
APPROX. LOCATION FORMER DWELLING
2.09 AC. ±
James E. Fisher 8-9-77
JAMES E. FISHER - DATE: (ACTING FOR SARAH DODD)
S 15° 39' 22" W - 303.77'
THIS LINE AGREED TO AS A COMMON BOUNDARY BETWEEN JAMES E. FISHER AND ALEXANDER BORDLEY AS WITNESSED BY THEIR SIGNATURES HEREON.
Alexander Bordley 8/9/77
ALEXANDER BORDLEY - DATE; (ACTING FOR THE BORDLEY HEIRS)
STATE OF MARYLAND JOHN F. DOUTHIRT, III PROPERTY LINE SURVEYOR No. 10 REGISTERED
J.F. DOUTHIRT 3RD PROP. L.S. NO. 10
BEGINNING (PIPE SET)
6"x6" CHESTNUT FENCE POST
PIPE FOUND
9.50'
DIRT ROAD ACCESS
PIPE SET
TO MD. RTE. 8
21.09'
N 72° 40' 00" W - 301.96'
NORTHERNMOST OUTLINE - "MATAPEAKE ESTATES"
LOT 28
LOT 29
PLAT OF SURVEY FOR SARAH DODD
4th ELECTION DISTRICT QUEEN ANNE'S COUNTY, MD.
JFD ASSOCIATES, INC. P. O. BOX 328 STEVENSVILLE, MD. 21666
BEARINGS SHOWN ARE REFERRED TO PLAT OF "MATAPEAKE ESTATES"
SCALE 1"= 60' 8/6/1977
100-150

SARAH ETTA DODD
Batts Neck
Stevensville, MD 21666

PLAINTIFF

VS.

The Unknown Heirs, Devisees or Personal Representatives of CAROLINE JOHNSON, deceased and of JAMES SEWELL, deceased, and of CORETHA SEWELL, deceased, and to all other persons unknown claiming any right, title, estate, lien or interest in the real property described in the Complaint adverse to Plaintiff's ownership or any cloud upon Plaintiff's title thereto.

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY NO. 5942

* * *

DECREE

The Bill of Complaint, Testimony and other proceedings in this cause having been read and considered, the Court hereby finds that Sarah Etta Dodd, Plaintiff, is in actual, peaceable, exclusive, and visible possession of the real estate hereinafter described; that her mother Alice Robinson, together with her husband, Charles Robinson, took possession of said property sometime during the year of 1920 or 1921 and continued in possession of said property until the death of said Charles Robinson on October 22, 1930; that thereafter said Alice Robinson was in exclusive, actual, visible and notorious adverse possession of said property until her death on February 8, 1971; that the plaintiff Sarah Etta Dodd also resided on said property since 1920 and since the death of Alice Robinson, her mother, she has been in actual, visible, exclusive and notorious adverse possession of said property. That no hostile outstanding claim is being actively asserted against, nor in any action at law or proceeding in equity pending to enforce or test plaintiff's

title or of any claim adverse to plaintiff's title to said real estate, described as follows, to wit:

ALL that lot or parcel of land situated in the fourth Election District of Queen Anne's County near Stevensville in an area known as "Batt's Neck" and being the same land described on the assessment records of Queen Anne's County, Maryland, as Parcel No. 168 on Map No. 56. Said property being formerly assessed to the heirs of Caroline Johnson and more particularly described by survey of John F. Douthirt, III, dated August 6, 1977, and filed in these proceedings as Exhibit No. 1 of Plaintiff's testimony showing an area of 2.09 acres, more or less.

IT IS THEREUPON this 14th day of March, 1978, ADJUDGED, ORDERED and DECREED by the Circuit Court for Queen Anne's County in Equity and by the authority of said Court that SARAH ETTA DODD has absolute ownership and the right of disposition of said real estate; and the Defendants in this cause and each of them be and they are hereby enjoined from the assertion of any claims against Plaintiff's title to said real estate by any action at law or otherwise.

K. Thomas Twilley
JUDGE

RECEIVED
CLERK, CIRCUIT COURT
1978 MAR 14 AM 10:43
QUEEN ANNE'S COUNTY

DAVID C. BRYAN
111 Lawyers Row
Centreville, Maryland 21617
Assignee

vs.

EARL KENNETH WAYSON and
DOROTHY M. WAYSON, his wife
402 Londontowne Road
Edgewater, Maryland 21037
Mortgagors

In the Circuit Court for

Queen Anne's County

In Equity

Chancery No. 6144

MAR 21-78 * 22325 *****47.00
MAR 21-78 A 22325 *****47.00

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 Earl Kenneth Wayson and Dorothy M. Wayson, his wife, to Albert G. DeMoss, Sr., and Marie H. DeMoss, his wife, dated September 14, 1976, and recorded among the land records of Queen Anne's County, Maryland, in Liber C.W.C. No. 109, folio 537, and assigned by the said Albert G. DeMoss, Sr. and Marie H. DeMoss, his wife, on March 20, 1978, 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
111 Lawyers Row
Centreville, Maryland
Telephone: 758-1643

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

I HEREBY CERTIFY, that on this 21st day of March, 1978, 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 Earl Kenneth Wayson and Dorothy M. Wayson, 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.

BEVERLY M. RINGGOLD NOTARY PUBLIC QUEEN ANNE'S CO. MD.

Beverly M. Ringgold

Notary Public
My Commission Expires: July 1, 1978

RECEIVED
CLERK, CIRCUIT COURT
1978 MAR 21 PM 3:51
QUEEN ANNE'S COUNTY

DOCUMENT NO. 85418

MORTGAGE — FEE OR LEASEHOLD — ESCROW DEPOSIT. — 3 LIBER 10 PAGE 300

This Mortgage, Made this 14th day of September 19 76 .

by and between

EARL KENNETH WAYSON and DOROTHY M. WAYSON, his wife

parties of the first part, hereinafter referred to as Mortgagors, and

ALBERT G. DeMOSS, Sr., and MARIE H. DeMOSS, his wife

parties of the second part, hereinafter referred to as Mortgagees.

WHEREAS, the said Mortgagors are indebted unto the said Mortgagees in the sum of FOUR THOUSAND DOLLARS ($4,000.00) as evidence of which the said Mortgagors have this day passed to the said Mortgagees their promissory note for the said sum, payable Five (5) years after date with interest therefrom at the rate of Eight Percent (8%) per annum; provided, however, that during the years aforesaid, or any extension or renewal of said years, the Mortgagors shall pay the monthly sum of EIGHTY-ONE DOLLARS AND ELEVEN CENTS ($81.11) including interest at the rate aforesaid on the unpaid balance; the first of said monthly payments being due and payable on or before the 1st day of November, 1976; and

WHEREAS, the parties hereto have agreed that this Mortgage should be executed for the purpose of securing the payment of said note, together with any extensions or renewals thereof, or substitutes therefor, at the time limited for the same; provided, however, that the said Mortgagors shall after the date hereof have the right to pay all or any additional part of the principal on any monthly installment date and interest shall abate on any amount so paid on the principal; the proceeds hereof being a part of the purchase money of the property, described herein and conveyed to the Mortgagors by deed recorded or intended to be recorded prior hereto.

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 Mortgagees, their heirs and assigns all that lot(s) or parcel (s) of ground situate and lying in the Fourth Election District, Queen Anne's County, Maryland and described as follows, that is to say:

ALL those lots or parcels of ground situate, lying and being on Kent Island, in the Fourth Election District, Queen Anne's County, State of Maryland, set forth and shown on a plat entitled "Second Edition of the Third Section of Kent Island Estates" by J.B. Medcalfe, registered surveyor, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 1, folio 191, which lots are known and designated as Lots Nos. Thirty-six (36) and Thirty-eight (38), Block M, of the Third Section of Kent Island Estates.

BEING the same lot of ground which by Deed of even date herewith and recorded or intended to be recorded prior hereto.

LIBER 109 PAGE 537

LIBER 109 PAGE 538

RECEIVED FOR RECORD
& RECORDED IN LIBER Case
NO. 109 FOLIO 537

1976 SEP 20 PM 1:19

RECORD FOR
QUEEN ANNE'S CO., MD.
CHARLES W. CECIL, CLERK

SEP 20-76 * 22298 *****14.00
SEP 20-76 A 22298 *****14.00

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

FOUR THOUSAND DOLLARS AND NO/100---------- Dollars ($ 4,000.00)

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 TWO HUNDRED FIFTY AND NO/100----($250.00) 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:

~~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 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; ~~(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.~~

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:

Mary L. Way	Earl Kenneth Wayson (SEAL)
Mary L. Way	Dorothy M. Wayson (SEAL)
	(SEAL)
	(SEAL)

LIBER 109 PAGE 540

ANNE ARUNDEL

STATE OF MARYLAND, COUNTY OF / ~~OF BALTIMORE~~, to wit:

I HEREBY CERTIFY that on this 14th day of September 19 76, before me, a Notary Public of said State, personally appeared

Earl Kenneth Wayson and Dorothy M. Wayson, 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 he executed the same for the purposes therein contained. At the same time also appeared

Albert G. DeMoss, Sr., and Marie H. DeMoss, his wife

~~Agents 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.

Mary L. Way
Notary Public

MARY L. WAY NOTARY PUBLIC ANNE ARUNDEL CO., 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.

R D Cromwell
Roy D. Cromwell Attorney

C. Bryan FOR VALUE RECEIVED, we [illegible] the within mo[illegible] to David the purpose of collection by foreclosure or otherwise.

WITNESS, our hands and seals this 20th day of March, 1978.

Witness:

Beverly M. Ringgold
Beverly M. Ringgold

Albert G. DeMoss Sr. (SEAL)
Albert G. DeMoss, Sr.

Marie H. DeMoss (SEAL)
Marie H. DeMoss

DOCUMENT NO. 92493 LIBER 132 PAGE 608

No. RECEIVED
Re. CLERK, CIRCUIT RECEIVED FOR RECORD
1978 MAR 21 PM 3:50
QUEEN ANNE'S COUNTY

MAR 21-78 X 22324 ***
MAR 21-78 A 22324 ***

Assignment

OF MORTGAGE FROM Earl Kenneth Wayson and Dorothy M. Wayson, his wife

TO Albert G. DeMoss, Sr. and Marie H. DeMoss, his wife AS RECORDED IN

LIBER CWC NO. 109 FOLIO 537

MAIL TO To be placed in Chy. 6144

LIBER 10 PAGE 393

LIBER 10 PAGE 304

NOTE

US $ 4,000.00 | Annapolis (City), Maryland

September 14, 1976

FOR VALUE RECEIVED, the undersigned promise to pay Albert G. DeMoss, Sr., and Marie H. DeMoss, his wife, or order, the principal sum of Four Thousand Dollars and No/100---------- Dollars, with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of Eight (8%) percent per annum. The principal and interest shall be payable at ....., or such other place the holder hereof may designate in writing, in consecutive monthly installments of Eighty-One and Eleven Cents Dollars (US $ 81.11), on the First day of each month beginning November, 1976, until the entire indebtedness evideneed hereby is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on the 1st day of October, 1980.

If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice sent by certified mail to the undersigned at the address stated below, which date shall be not less than thirty days from the date sueh notice is mailed, the entire principal amount outstanding hereunder and accrued interest thereon shall at once become due and payable at the option of the holder hereof. Failure to exercise such option shall not constitute a waiver of the right to exercise sueh option if the undersigned is in default hereunder. In the event of any default in the payment of this Note and if suit is brought hereon, the holder hereof shall be entitled to collect in such proceeding all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney's fees.

The undersigned shall pay to the holder hereof a late charge of one pereent of any monthly installment not received by the holder hereof within 15 days after the installment is due.

The undersigned shall have the right to prepay the principal amount outstanding in whole or in part, provided that the holder hereof may require that any partial prepayments shall be made on the date monthly installments are due and shall be in the amount of that part of one or more installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not extend or postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the holder hereof shall otherwise agree in writing. If, within three years of the date of this Note, the undersigned makes any prepayments in any twelve month period beginning with the date of this Note or anniversary dates thereof ("loan year") with money lent to the undersigned by a lender other than the holder hereof, the undersigned shall pay the holder hereof Zero percent of the amount by which the sum of prepayments made in any loan year exceeds 33⅓ percent of the original principal amount of this Note.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their heirs, personal representatives, successors and assigns.

The indebtedness evidenced by this Note is secured by a Mortgage or a Deed of Trust, dated of even date herewith, and reference is made thereto for rights as to acceleration of the indebtedness evidenced by this Note.

Earl Kenneth Wayson (Seal)
Earl Kenneth Wayson

Dorothy M. Wayson (Seal)
Dorothy M. Wayson (Seal)

(Execute Original Only)

Lots 36 & 38, Block M, 3rd Section
Kent Island Estates
Property Address

MARYLAND—FHLMC—1/72—1 to 4 family

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Assignee	*	In the Circuit Court for Queen Anne's County
vs.	*	In Equity
EARL KENNETH WAYSON and DOROTHY M. WAYSON, his wife 402 Londontowne Road Edgewater, Maryland 21037 Mortgagors	*	Chancery No. 6144

STATEMENT OF MORTGAGE INDEBTEDNESS

Balance due on principal of note dated September 14, 1976, in the gross amount of $4,000.00, by Earl Kenneth Wayson and Dorothy M. Wayson, his wife, to Albert G. DeMoss, Sr., and Marie H. DeMoss, his wife	$ 3,496.73
With earned interest from July 1, 1977 to March 20, 1978	200.80
Total	$ 3,697.53

Per diem interest rate after March 20, 1978 - $.77

STATE OF MARYLAND)
) To Wit:
QUEEN ANNE'S COUNTY)

This is to certify that on this 21st day of March, 1978, 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 Earl Kenneth Wayson and Dorothy M. Wayson, his wife, under the above described mortgage note is true to the best of his knowledge and belief, and there is no credit due thereon, except as shown, nor any security therefor except the said mortgage.

NOTARY PUBLIC QUEEN ANNE'S CO. MD. BEV. M. RINGGOLD

Beverly M. Ringgold
Notary Public
My Commission Expires: July 1, 1978

LIBER 10 PAGE 305

Cly 6144

LIBER 10 PAGE 306

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 Four Thousand Dollars ($4,000.00), 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 21st day of March, 1978;

WHEREAS, the above bounded principal, by virtue of the power contained in the mortgage from Earl Kenneth Wayson and Dorothy M. Wayson, his wife, to Albert G. DeMoss, Sr., and Marie H. DeMoss, his wife, dated September 14, 1976, and recorded among the land records of Queen Anne's County, in the State of Maryland, in Liber C.W.C. No. 109, folio 537, 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 bounded 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

Beverly M. Ringgold

David C. Bryan (SEAL)
David C. Bryan, Assignee

HARTFORD ACCIDENT AND INDEMNITY COMPANY

By: [illegible]
Attorney in fact

ATTEST:

[illegible]

SURETY APPROVED AND BOND FILED ON [illegible]

LIBER 2 PAGE 201

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 201, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 21st day of March, Nineteen Hundred and Seventy-eight.

Charles W. Cecil

Clerk of the Circuit Court for
Queen Anne's County

LIBER 10 PAGE 308

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Assignee	*	In the Circuit Court for Queen Anne's County
vs.	*	
EARL KENNETH WAYSON and DOROTHY M. WAYSON, his wife 402 Londontowne Road Edgewater, Maryland 21037 Mortgagors	*	In Equity Chancery No. 6144

AFFIDAVIT

I HEREBY CERTIFY, that on this 13th day of April 1978, 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 notice of the time, place and terms of sale in this cause was duly sent by registered mail to Earl Kenneth Wayson and Dorothy M. Wayson, at their last known address, 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 7-1-78

RECEIVED
CLERK, CIRCUIT COURT
1978 APR 13 PM 4 16
QUEEN ANNE'S COUNTY

LAW OFFICE
DAVID C. BRYAN
111 LAWYERS ROW
CENTREVILLE, MARYLAND
21617

TELEPHONE:
758-1643

April 5, 1978

Mr. Earl Kenneth Wayson
Mrs. Dorothy M. Wayson
402 Londontowne Road
Edgewater, MD 21037

Re: Lots 36 and 38
Block M
Kent Island Estates, Section 3

Dear Mr. and Mrs. Wayson:

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 Mr. and Mrs. DeMoss, plus the costs and commissions as prescribed by law.

Very truly yours,

David C. Bryan

David C. Bryan

DCB/bmr
Enclosures

REGISTERED MAIL
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).
- [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:
Mr. Earl Kenneth Wayson
Mrs. Dorothy M. Wayson
402 Londontowne Rd
Edgewater, Md 21037

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
484		

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE [ ] Addressee [x] Authorized agent

4. Dorothy M Wayson
DATE OF DELIVERY 4/14/78

POSTMARK: EDGEWATER, MD APR 14 1978

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆ GPO: 1976—O-203-456

2.54

REGISTERED NO. 484

Value	$ Nov	Special Delivery	$
Reg. Fee	$ 210	Return Receipt	$ 25
Handling Charge	$	Restricted Delivery	$
Postage	$ 24	[ ] AIRMAIL	
POSTMASTER (By)	PAC		

POSTMARK OF CENTREVILLE APR 5 1978 MAILING OFFICE

FROM David Bryan
B-418
21617

TO Earl Kenneth Wayson + Dorothy Wayson
402 London Towne Rd
Edgewater Md 21037

☆ GPO: 1976—599-263

CA-6144

LIBER 10 PAGE 310

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 One Thousand Five Hundred Dollars ($1,500.00), 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 20th day of April, 1978;

WHEREAS, the above bounded principal, by virtue of the power contained in the mortgage from Earl Kenneth Wayson and Dorothy M. Wayson, his wife, to Albert G. DeMoss, Sr., and Marie H. DeMoss, his wife, dated September 14, 1976, and recorded among the land records of Queen Anne's County, in the State of Maryland, in Liber C.W.C. No. 109, folio 537, and assigned to the principal for collection, the said David C. Bryan, Assignee, has sold the land described in said mortgage, after having heretofore furnished his bond in the penalty of Four Thousand Dollars ($4,000.00), which was duly approved, for the total sum of Five Thousand Five Hundred Dollars ($5,500.00); and

WHEREAS, the proceeds of said sale are in excess of the penalty of the bond previously filed herein, so that the aforesaid Assignee is, by law, required to furnish this additional bond in the same manner as his original bond, in order to cover the entire proceeds of said sale.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounded 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

Beverly M. Knipple

David C. Bryan (SEAL)
David C. Bryan, Assignee

RECEIVED
CLERK, CIRCUIT COURT
1978 APR 20 PM 3:54
QUEEN ANNE'S COUNTY

HARTFORD ACCIDENT AND INDEMNITY COMPANY
By: [illegible]
Attorney in fact

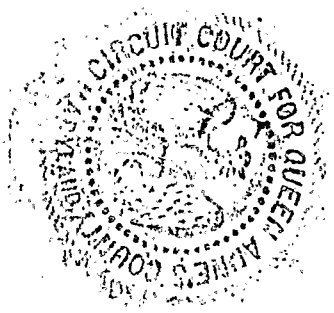
ATTEST:
[illegible]

SURETY APPROVED AND BOND FILED ON April 20 1978

LIBER 2 PAGE 204

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 204, a Bond Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 20th day of April, Nineteen Hundred and Seventy-eight.

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

LIBER 10 PAGE 311

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Assignee	*	In the Circuit Court for Queen Anne's County
vs.	*	In Equity
EARL KENNETH WAYSON and DOROTHY M. WAYSON, his wife Mortgagors	*	Chancery No. 6144

AMENDED STATEMENT OF MORTGAGE INDEBTEDNESS

Balance due on principal of note dated September 14, 1976, in the gross amount of $4,000.00, by Earl Kenneth Wayson and Dorothy M. Wayson, his wife, to Albert G. DeMoss, Sr., and Marie H. DeMoss, his wife	$ 3,496.73
With earned interest from July 1, 1977 to April 19, 1978	223.90
Late charges for 15 payments through payment no. 18	60.83
Delinquent State and County taxes due 7-1-77, and paid by Mortgagees	32.08
Total	$ 3,813.54

Per diem after April 19, 1978: $.77

STATE OF MARYLAND)
) To Wit:
QUEEN ANNE'S COUNTY)

This is to certify that on this 20th day of April, 1978, 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 amended statement of mortgage indebtedness due by Earl Kenneth Wayson and Dorothy M. Wayson, his wife, under the above described mortgage note is true to the best of his knowledge and belief, and there is no credit due thereon, except as shown, nor any security therefor except the said mortgage.

BEVERLY M. RINGGOLD NOTARY PUBLIC QUEEN ANNE'S CO., Md.

Beverly M. Ringgold
Notary Public
My Commission Expires: July 1, 1978

RECEIVED
CLERK. CIRCUIT COURT
1978 APR 20 PM 3:54
QUEEN ANNE'S COUNTY

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Assignee	*	In the Circuit Court for Queen Anne's County
vs.	*	In Equity
EARL KENNETH WAYSON and DOROTHY M. WAYSON, his wife Mortgagors	*	Chancery No. 6144

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of David C. Bryan, Assignee of the Mortgage from Earl Kenneth Wayson and Dorothy M. Wayson, his wife, to Albert G. DeMoss, Sr., and Marie H. DeMoss, his wife, dated September 14, 1976, and recorded among the land records of Queen Anne's County, State of Maryland, in Liber C.W.C. No. 109, folio 537, 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 Four Thousand Dollars ($4,000.00), 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 Journal, 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 10:00 A.M., Eastern Time on April 19, 1978, and after having the auctioneer cry the sale for a considerable length of time, and after reading the advertisement of sale, did sell all that lot, parcel or tract of land, together with the improvements thereon, situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, and more particularly described in the above mentioned mortgage, and Advertisement of Sale unto Albert G. DeMoss, Sr., and Marie H. DeMoss, his wife, being then and there the highest bidders therefore, at and for the sum of Five Thousand Five Hundred Dollars ($5,500.00).

RECEIVED
CLERK. CIRCUIT COURT
1978 APR 20 PM 3:54
QUEEN ANNE'S COUNTY

The purchasers are the holders of the mortgage and the undersigned is satisfied that they 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 Five Thousand Five Hundred Dollars ($5,500.00).

Respectfully submitted,

David C. Bryan
Assignee

STATE OF MARYLAND)
) To Wit:
QUEEN ANNE'S COUNTY)

I HEREBY CERTIFY, that on this 20th day of April, 1978, 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 March 21, 1978, 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

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Assignee vs. EARL KENNETH WAYSON and DOROTHY M. WAYSON, his wife Mortgagors	* * * * * * * * * *	In the Circuit Court for Queen Anne's County In Equity Chancery No. 6144

AFFIDAVIT OF PURCHASER

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

I HEREBY CERTIFY, that on this 19th day of April, 1978, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Marie H. DeMoss, 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 described in the Advertisement of Sale in this cause, as agent for Albert G. DeMoss, Sr., and Marie H. DeMoss, his wife; that no others are interested in said sale as principal or principals, and that the said Albert G. DeMoss, Sr., and Marie H. DeMoss, his wife, 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: 7-1-78

RECEIVED
CLERK, CIRCUIT COURT
1978 APR 20 PM 3:54
QUEEN ANNE'S COUNTY

LIBER 10 PAGE 316

CERTIFICATE OF AUCTIONEER

I HEREBY CERTIFY, that I did sell at public auction:

ALL those 2 parcels of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, known as Lots 36 & 38, Block M, of Section 3, Kent Island Estates.

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 April 19, 1978, beginning at the hour of 10:00 o'clock, A.M., Eastern Time, unto ALBERT G. DE MOSS, SR., and MARIE H. DE MOSS, his wife at and for the sum of FIVE THOUSAND FIVE HUNDRED DOLLARS Dollars ($5500.00).

Joseph A. Jackson, Jr.
Auctioneer

RECEIVED
CLERK, CIRCUIT COURT
1978 APR 20 PM 3:54
QUEEN ANNE'S COUNTY

RECEIVED
CLERK, CIRCUIT COURT
1978 APR 20 PM 3:55
QUEEN ANNE'S COUNTY

Centreville, Md. April 19, 19 78

We Hereby Certify

That the annexed advertisement of

Attorney's Sale

was published in the QUEEN ANNE'S JOURNAL, a newspaper published in Queen Anne's county Maryland, once in each of three successive weeks before the 19th day of April, 1978

And that the first insertion of said advertisement in the said QUEEN ANNE'S JOURNAL was on the 29th day of March, 19 78, and the last insertion on the 12th day of April, 19 78

Dan Tabler
Publishers, Queen Anne's Journal
Per Shirley K. Gardner

ATTORNEY'S SALE
OF
VALUABLE FEE SIMPLE REAL ESTATE
ON KENT ISLAND

Under and by virtue of the power of sale contained in a mortgage from Earl Kenneth Wayson and Dorothy M. Wayson, his wife, to Albert G. DeMoss, Sr., and Marie H. DeMoss, his wife, dated September 14, 1976, and recorded among the land records of Queen Anne's County, State of Maryland, in Liber C.W.C. No. 109, folio 537; default having occurred 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 10:00 o'clock A.M., Eastern Time, on

WEDNESDAY, APRIL 19, 1978
the following described real estate, to wit:

All those lots or parcels of ground situate, lying and being on Kent Island, in the Fourth Election District, Queen Anne's County, State of Maryland, set forth and shown on a plat entitled "Second Edition of the Third Section of Kent Island Estates" by J.B. Metcalfe, registered surveyor, recorded among the land records of Queen Anne's County in Liber T.S.P. No. 1, folio 191, which lots are known and designated as Lots Nos. Thirty-six (36) and Thirty-eight (38), Block M, of the Third Section of Kent Island Estates.

BEING the same land and premises which was granted and conveyed unto the said Earl Kenneth Wayson and Dorothy M. Wayson, his wife, by deed dated September 14, 1976, and recorded among the land records of said Queen Anne's County in Liber C.W.C. No. 109, folio 535.

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.

Excellent building lots. Passed percolation on March 21, 1975. No improvements.

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 eight per cent (8%) 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 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: 1-301-758-1643

Joseph A. Jackson, Jr.
Auctioneer

LIBER 10 PAGE 318

ORDER NISI ON SALE

DAVID C. BRYAN, Assignee

vs.

EARL KENNETH WAYSON and
DOROTHY M. WAYSON, his wife

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 6144

ORDERED, this 20th day of April, 19 78, 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 22nd day of May, 19 78, 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 May, 19 78.

The report states the amount of sales to be $5,500.00

Charles H. Coil Clerk

Filed April 20, 1978

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Assignee	*	In the Circuit Court for Queen Anne's County
vs.	*	In Equity
EARL KENNETH WAYSON and DOROTHY M. WAYSON, his wife Mortgagors	*	Chancery No. 6144

FINAL ORDER OF RATIFICATION OF SALE

It is ORDERED, this 23rd day of May, 1978 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

RECEIVED
CLERK, CIRCUIT COURT
1978 MAY 23 PM 3:24
QUEEN ANNE'S COUNTY

Centreville, Md. May 25, 19 78

We Hereby Certify

That the annexed advertisement of

Order NISI on Sale

was published in the QUEEN ANNE'S JOURNAL, a newspaper published in Queen Anne's county Maryland, once in each of three successive weeks before the 15th day of May 19 78

And that the first insertion of said advertisement in the said QUEEN ANNE'S JOURNAL was on the 26th day of April, 19 78, and the last insertion on the 10th day of May, 19 78

Dan Tabler

Publishers, Queen Anne's Journal

Per Shirley K. Gardner

RECEIVED
CLERK, CIRCUIT COURT
1978 JUN 14 AM 11: 55
QUEEN ANNE'S COUNTY

(4-26,5-3,10) #15
ORDER NISI ON SALE
In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 6144
DAVID C. BRYAN,
Assignee
vs.
EARL KENNETH WAYSON
and
DOROTHY M. WAYSON, his wife

ORDERED, this 20th day of April, 1978, 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 22nd day of May, 1978, 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 May, 1978.

The report states the amount of sales to be $5,500.00.

CHARLES W. CECIL
Clerk

Filed April 20, 1978
TRUE COPY, TEST:
CHARLES W. CECIL, CLERK
BY: Betty M. Comegys
DEPUTY CLERK

DAVID C. BRYAN 111 Lawyers Row Centreville, MD 21617 Assignee vs. EARL KENNETH WAYSON and DOROTHY M. WAYSON, his wife Mortgagors	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY No. 6144

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report 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, wherin it appears that the proceeds of sale are sufficient to pay the mortgage indebtedness in the total amount of $3,781.46, and a balance is due and owing to the mortgagor in this cause in the amount of $597.58.

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 commission for sale of said land, the fee for the foreclosure, the cour costs in this cause, the premium on the bond, the costs of advertising notice of sale and Order Nisi of sale file in this cause, the state and county taxes paid, the postage costs, the Notary fee, the amount paid for maintenance fees on said property, the fee of the auctioneer paid, the fee of your Auditor, and the balance was credited toward the mortgage indebtedness, which left a balance which was credited to the mortgagor in this cause.

Respectfully submitted,

July 7, 1978

J. Thomas Clark, Auditor

RECEIVED
CLERK, CIRCUIT COURT
1978 JUL -7 PM 3:42
QUEEN ANNE'S COUNTY

LIBER 10 PAGE 322

CAUSE NO. 6144

The proceeds of sale of land reported in this cause in account with David C. Bryan, Assignee, in the sale of said land, and vendor of said land.

CR.

1978 April	By proceeds of the sale of land, per reports of said vendor, to wit----------		$5,500.00

DR.

To David C. Bryan, Assignee for		
1. counsel fee for mortgage	$250.00	
2. 10% of $3,000.00	300.00	
3. 5% of $2,500.00	125.00	$675.00
To do for an amount paid Charles W. Cecil, Clerk for		
1. Court costs	117.00	
2. recording assignment	6.00	
3. appearance fee	10.00	133.00
To do for an amount paid the Queen Anne's Journal for		
1. Advertisement of sale	106.26	
2. Order Nisi	30.03	136.29
To do for an amount paid William Freestate Agency for bond premium		20.00
To do for an amount paid Joseph Jackosn, Auctioneer for crying said sale		25.00
To do for an amount due David C. Bryan for registered mail		2.59
To do for an amount paid Beverly M. Ringgold for Notary Fee		7.00
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 paid to Kent Island Estates Road Construction & Maintenance Association, Inc. for Maintenance fees on Lots 36 and 38, Section 3, Blk. M, for 1977 and 1978		40.00
To do for an amount paid Oscar A. Schulz, Treasure for State and County for State and County taxes for 1977 and 1978		32.08

July 7, 1978

RECEIVED
CLERK. CIRCUIT COURT
1978 JUL -7 PM 3:42
QUEEN ANNE'S COUNTY

J. Thomas Clark
Auditor

To do for an amount due Alber G. DeMoss, Sr. and Marie H. DeMoss, his wife, for payment of the mortgage indebtedness for		
1. balance of mortgage indebtedness	$ 3,496.73	
2. earned interest from July 1, 1977 to April 19, 1978	223.90	
3. Late chares for 15 paymenst through payment No. 18	60.83	
TOTAL	$ 3,781.46	
To do for the balance of the proceeds due Earl Kenneth Wayson and Dorothy M. Wayson, his wife who are the mortgagors in this cause	597.58	
	$ 5,500.00	$ 5,500.00

July 7, 1978

J. Thomas Clark
Auditor

RECEIVED
CLERK. CIRCUIT COURT
1978 JUL -7 PM 3:42
QUEEN ANNE'S COUNTY

[LIBER 10 PAGE 324 [

DAVID C. BRYAN
111 Lawyers Row
Centreville, MD 21617

Assignee

Vs.

EARL KENNETH WAYSON and
DOROTHY M. WAYSON, his wife
402 Londontowne Road
Edgewater, MD 21037

Mortgagors

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 6144

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

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned, Court Auditor hereby certifies that on July 7, 1978, 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

Albert G. DeMoss, Sr.
Marie H. DeMoss
Route 1, Box 8
Ingleside, MD 21644

Earl Kenneth Wayson and
Dorothy M. Wayson
402 Londontowne Road
Edgewater, MD 21037

Pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify each of them, that siad account was filed on July 7, 1978, with the Clerk of Court, Centreville, Maryland, and the exceptions to said audit must be filed on or before July 24, 1978, and that if no exceptions are filed within such fifteen-day period, the account may thereupon be ratified on July 25, 1978.

J. Thomas Clark
Auditor

RECEIVED
CLERK, CIRCUIT COURT
1978 JUL -7 PM 3:42
QUEEN ANNE'S COUNTY

DAVID C. BRYAN, Assignee	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6144
EARL KENNETH WAYSON, et al.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 7th day of July, 19 78, that the report and account filed in these proceedings by J. Thomas Clerk, Auditor, be ratified on or after the 25th day of July, 19 78, 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 July 7, 1978

DAVID C. BRYAN 111 Lawyers Row Centreville, MD 21617	:	IN THE CIRUCIT COURT
Assignee	:	FOR
Vs.	:	
EARL KENNETH WAYSON and DOROTHY M. WAYSON, his wife	:	QUEEN ANNE'S COUNTY
Mortgagors	:	IN EQUITY
	:	No. 6144

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, Assignee in the sale of land, wherein it appears that the proceeds of sale are sufficient to pay the mortgage indebtedness in the total amount of $3,828.10, and a balance is due and owing the mortgagor in this cause in the amount of $550.94. The original report filed on July 7, 1978, did not take into account the interest payable on mortgage in accordance with Article 66 Section 8 of the Annotated Code of Maryland.

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 commission 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 Ordier Nisi of sale filed in this cause, the state and count taxes paid, the postage costs, the Notary Fees, the amoung paid for maintenance fees on said property, the fee of the auctioneer paid, the fee of your Auditor, and the balance was credited toward the mortgage indebtedness, which left a balance which was credted to the mortgagor in this cause.

Respectfully submitted,

July 11, 1978

J. Thomas Clark, Auditor

FILED

JUL 11 1978

CIRCUIT COURT
QUEEN ANNE'S CO.

Cause No. 6144

The proceeds of sale of land reported in this cause in account with David C. Bryan, Assignee, in the sale of said land, and vendor of said land.

CR.

1978 April 19	By proceeds of the sale of land, per reports of said vendor, to wit----------	$5,500.00

DR.

To David C. Bryan, Assignee for			
1.	counsel fee for mortgage	$250.00	
2.	10% of $3,000.00	300.00	
3.	5% of $2,500.00	125.00	$675.00
To do for an amount paid Charles W. Cecil, Clerk for			
1.	Court costs	117.00	
2.	recording assignment	6.00	
3.	appearance fee	10.00	133.00
To do for an amount paid the Queen Anne's Journal for			
1.	Advertisement of sale	106.26	
2.	Order Nisi	30.03	136.29
To do for an amount paid William Freestate Agency for bond premium			20.00
To do for an amount paid Joseph Jackson, Auctioneer for crying said sale			25.00
To do for an amount due David C. Bryan for registered mail			2.59
To do, for an amount paid Beverly D. Ringgold for Notary Fees			7.00
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 paid Kent Island Estates Road Construction & Maintenance Association, Inc., for Maintenance fees on Lots 36 and 38, Section 3, Blk. M., for 1977 and 1978			40.00
To do for an amount paid Oscar A. Schulz, Treasurer, for State & County taxes for 1977 and 1978			32.08

July 11, 1978

J. Thomas Clark
Auditor

To do for an amount due Albert G. DeMoss, Sr. and Marie H. DeMoss, his wife, for payment of the mortgage indebtedness for		
1. balance of mortgage indebtedness	$3,496.73	
2. earned interest from July 1, 1977 to June 10, 1978	270.54	
3. Late charges for 15 payments through payment No. 18	60.83	$3,828.10
To do for the balance of the proceeds due Earl Kenneth Wayson and Dorothy M. Wayson, his wife, who are the mortgagors in this cause		550.94
		$5,500.00 $5,500.00

July 11, 1978

Auditor

DAVID C. BRYAN
111 Lawyers Row
Centreville, MD 21617

Assignee

VS.

EARL KENNETH WAYSON and
DOROTHY M. WAYSON, his wife
402 Londontowne Road
Edgewater, MD 21037

Mortgagors

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 6144

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

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned, Court Auditor hereby certifies that on July 11, 1978, 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:

David C. Bryan, Esquire
111 Lawyers Row
Centreville, MD 21617

Albert C. DeMoss, Sr.
Marie H. DeMoss
Route 1, Box 8
Ingleside, MD 21644

Earl Kenneth Wayson
Dorothy M. Wayson
402 Londontowne Road
Edgewater, MD 21037

Pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify each of them, that said amended account was filed on July 11, 1978, with the Clerk of Court, Centreville, Maryland, and the exceptions to said amended audit must be filed on or before July 26, 1978, and that if no exceptions are filed within such fifteen-day period, the account may thereupon be ratified on July 27, 1978.

Auditor

RECEIVED
CLERK, CIRCUIT COURT
1978 JUL 11 PM 3:12
QUEEN ANNE'S COUNTY

LIBER 10 PAGE 330

DAVID C. BRYAN , Assignee	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
	*	No. 6144
EARL KENNETH WAYSON, et al.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 11th day of July, 19 78, that the report and account filed in these proceedings by J. Thomas Clerk, Auditor, be ratified on or after the 27th day of July, 19 78, 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 July 11, 1978

DAVID C. BRYAN, Assignee	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
	*	No. 6144
EARL KENNETH WAYSON, et al.	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 27th day of July, 1978, 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.

Charles H. Cole Clerk

Filed July 27, 1978

RECEIVED
CLERK, CIRCUIT COURT
1978 MAY 24 AM 9:52
QUEEN ANNE'S COUNTY

IN THE MATTER OF THE TAX SALES IN QUEEN ANNE'S COUNTY, MARYLAND, FOR THE YEAR 1978, OF PROPERTIES ASSESSED TO THE FOLLOWING: LAURA BURKE; ALBERT, JR. AND CONSTANCE CLOUGH; ALBERT, JR. AND CONSTANCE CLOUGH; ALBERT, JR. AND CONSTANCE CLOUGH; THOMAS D. AND ANGELA COOK; LORENZO AND BETTY LEAK; WILLIAM J. ABNER; B. BENTLEY BELL ASSOCIATION, INC.; EDNA MAE GRIMES; MARVIN AND MARGARET HARICH; MAX P. HOFFMAN, ET AL; SHERMAN AND GRACE HOOKER; KENTMONT BUILDING CORPORATION; EUGENE HOWARD; GEORGE E. AND VIOLA LAWS; WILLIAM A. AND ELLA LYNCH; WINFRED H. AND MARY MARSH; BRIAN N. MARSHALL; HENRY MORGAN; GEORGE H. RITTER; SHIPSHAPE BUILDERS, INC.; SHIPSHAPE BUILDERS, INC.; SHIPSHAPE BUILDERS, INC.; SHIPSHAPE BUILDERS, INC.; ROBERT AND CECILIA SOLOMAN; CHARLES AND EDNA WATKINS; OLIVER W. AND MARY WEEKLEY; B.ARLOW AND MYRTLE WISHON; DAISY CHEER; HARRY BOTTOMLEY ESTATE; JOHN BOTTOMLEY ESTATE; WILLIAM T. AND CATHERINE DUKES; JAMES W. FERRELL; JAMES WILLIAM FERRELL; STEVEN GIBBS; GEORGE E. HOLLOWAY; PERRY MILLER ESTATE; LINWOOD AND ANNA RINGGOLD; GALEN AND VIRGINIA ROYALTY; GALEN AND VIRGINIA ROYALTY; HENRY SMITH ESTATE; ODITH AND BETTY SMITH

* * * * *

IN

THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 6190

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 1977-1978 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.

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
758-0877

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 Journal, 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, 1978, 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, 1978, 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 Journal, 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, 1978, 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 16, 1978, 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

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
758-0677

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 on Dixon Tavern Road near Sudlersville, being designated as Parcel 38, Block 14, on Map 19, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $343.00, assessed to Laura Burke for $6.21 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	6.21
Interest		.33
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	46.04
5% Treasurer's Commission		16.00
	$	62.04

The property was sold to Lillian Sockum at and for the sum of Three Hundred Twenty Dollars ($320.00) she being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located near 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 $1871.00, assessed to Albert Jr. and Constance Clough for $33.86 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	33.86
Interest		1.80
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	75.16
5% Treasurer's Commission		30.00
	$	105.16

The property was sold to Leon Chernoff at and for the sum of Six Hundred Dollars ($600.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located near

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617

758-0677

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 $2,470.00, assessed to Albert Jr. and Constance Clough for $44.71 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	44.71
Interest		2.38
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	86.59
5% Treasurer's Commission		170.00
	$	256.59

The property was sold to John Murdoch, Jr. at and for the sum of Three Thousand Four Hundred Dollars ($3,400.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located near Templeville, being designated as Parcel 76, Block 14, on Map 20, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $412.00, assessed to Albert Jr. and Constance Clough for $7.46 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	7.46
Interest		.40
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	47.36
5% Treasurer's Commission		22.50
	$	69.86

The property was sold to C. M. Wilson and Helen Pardee at and for the sum of Four Hundred Fifty Dollars ($450.00) they being then and there the highest bidder thereof.

SECOND DISTRICT

ALL that lot or parcel of land lying and being in the Second Election District of Queen Anne's County, Maryland, located near Ingleside, being designated as Parcel 92, Block 21, on Map 31, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less. Assessed value $1,323.00, assessed to Thomas D. and Angela Cook for $23.94 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	23.94
Interest		1.28

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
758-0877

LIBER 10 PAGE 335

Advertising	$ 15.00
Attorney	15.00
Auctioneer	7.50
Notary Public	2.00
	$ 64.72
5% Treasurer's Commission	85.00
	$ 149.72

The property was sold to Leon Chernoff at and for the sum of One Thousand Seven Hundred Dollars ($1,700.00) 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 near Brownsville, 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 $750.00, assessed to Lorenzo and Betty Leak for $13.58 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 13.58
Interest	.72
Advertising	15.00
Attorney	15.00
Auctioneer	7.50
Notary Public	2.00
	$ 53.80
5% Treasurer's Commission	35.00
	$ 88.80

The property was sold to C. M. Wilson and Helen Pardee at and for the sum of Seven Hundred Dollars ($700.00) 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 Lot 6, Block 37, Section 2 Bay City, being designated on Map 56, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $1,023.00, assessed to William J. Abner for $18.51 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 18.51
Interest	.99
Advertising	15.00
Attorney	15.00
Auctioneer	7.50
Notary Public	2.00
	$ 59.00
5% Treasurer's Commission	100.00
	$ 159.00

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
758-0877

The property was sold to Harry C. Reynolds 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 Fourth Election District of Queen Anne's County, Maryland, located Lot 53, Block F, Plat 4 Cloverfields, being designated on Map 49, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $1,584.00, assessed to B. Bentley Bell Associates, Inc. for $28.67 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	28.67
Interest		1.53
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	69.70
5% Treasurer's Commission		95.00
	$	164.70

The property was sold to Cagas, Inc. at and for the sum of One Thousand Nine Hundred Dollars ($1,900.00) it 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 Dominion, being designated as Parcel 64, Block 3, on Map 64, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $4,658.00, assessed to Edna Mae Grimes for $84.31 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	84.31
Interest		4.50
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	128.31
5% Treasurer's Commission		75.00
	$	203.31

The property was sold to Lee G. Bell 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 24, Block D, Plat 2 Cloverfields, being designated on Map 49, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $1,073.00, assessed to Marvin and Margaret Harich for $19.42 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		$ 19.42
Interest		1.03
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
		$ 59.95
5% Treasurer's Commission		75.00
		$ 134.95

The property was sold to Charles E. Anthony, Jr. 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 14, Block J, Section 1, Kent Island Estates, being designated on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $656.00, assessed to Max P. Hoffmann, et al, for $11.87 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes		$ 11.87
Interest		.63
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
		$ 52.00
5% Treasurer's Commission		40.00
		$ 92.00

The property was sold to Autry N. Noblitt at and for the sum of Eight Hundred Dollars ($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 21, Block E, Plat 4 Cloverfields, being designated on Map 49, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $1,593.00, assessed to Sherman and Grace Hooker for $28.83 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes		$ 28.83
Interest		1.54
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
		$ 69.87
5% Treasurer's Commission		80.00
		$ 149.87

The property was sold to Eugene F. Deems, Jr. at and for the

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sum of One Thousand Six Hundred Dollars ($1,600.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located in Kent Island Estate, Lots 14-16-18, Block C, Section 2, being designated on Map 70, Queen Anne's County Tax Maps, consisting of three lots. Assessed value $3,150.00, assessed to Kentmont Building Corporation for $304.97 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	304.97
Interest		19.92
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	364.39
5% Treasurer's Commission		280.00
	$	644.39

The property was sold to Cagas, Inc. at and for the sum of Five Thousand Six Hundred Dollars ($5,600.00) it 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 L, Sunny Isle of Kent, being designated on Map 63, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $540.00, assessed to Eugene Howard for $9.77 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	9.77
Interest		.53
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	49.80
1976-1977 Taxes		12.06
	$	61.86
5% Treasurer's Commission		50.00
	$	111.86

The property was sold to Autry N. Noblitt at and for the sum of One Thousand Dollars ($1,000.00) 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 in Dominion, being designated as Parcel 92, Block 3, on Map 64, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $3,227.00, assessed to George E. and Viola Laws for $58.41 taxes in arrears plus interest, costs, and expenses to day of sale.

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Taxes	$ 58.41
Interest	3.11
Advertising	15.00
Attorney	15.00
Auctioneer	7.50
Notary Public	2.00
	$ 101.02
5% Treasurer's Commission	85.00
	$ 186.02

The property was sold to C. M. Wilson and Helen Pardee at and for the sum of One Thousand Seven Hundred Dollars ($1,700.00) 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 on Love Point Road, being designated on Map 48, Block 12, as Parcel 82, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $134.00, assessed to William A. and Ella Lynch for $2.43 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 2.43
Interest	.13
Advertising	15.00
Attorney	15.00
Auctioneer	7.50
Notary Public	2.00
	$ 42.06
1976-1977 Taxes	3.00
	$ 45.06
5% Treasurer's Commission	17.50
	$ 62.56

The property was sold to Leon Chernoff at and for the sum of Three Hundred Fifty Dollars ($350.00) 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 10, Block FF and Lot 12, Block GG, Plat 6 Cloverfields, being designated on Map 49, Queen Anne's County Tax Maps, consisting of two lots. Assessed value $1,489.00, assessed to Winfred H. and Mary Marsh for $26.95 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 26.95
Interest	1.44
Advertising	15.00
Attorney	15.00
Auctioneer	7.50
Notary Public	2.00
	$ 67.89
5% Treasurer's Commission	90.00
	$ 157.89

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The property was sold 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 in Chester, being designated as Parcel 354, Block 15, on Map 57, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $421.00, assessed to Brian N. Marshall for $7.62 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	7.62
Interest		.41
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	47.53
5% Treasurer's Commission		25.00
	$	72.53

The property was sold to Autry N. Noblitt 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 on Batts Neck Road near Stevensville, being designated as Parcel 59, Block 8, on Map 63, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $6,487.00, assessed to Henry Morgan for $117.41 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	117.41
Interest		6.25
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	163.16
5% Treasurer's Commission		200.00
	$	363.16

The property was sold to Oscar A. and Betty T. Schulz at and for the sum of Four Thousand Dollars ($4,000.00) they being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 9, Block D Tower Gardens, being desginated on Map 76, Queen Anne's County Tax Maps, consisting of one lot and improvements. Assessed value $35,437.00, assessed to George H. Ritter for $641.41 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	641.41

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Interest	$ 34.18
Advertising	15.00
Attorney	15.00
Auctioneer	7.50
Notary Public	2.00
	$ 715.09
5% Treasurer's Commission	525.00
	$ 1,240.09

The property was sold to Leon Chernoff at and for the sum of Ten Thousand Five Hundred Dollars ($10,500.00) 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 47, Block Y, Section 3, Kent Island Estates, being designated on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3,066.00, assessed to Shipshape Builders, Inc. for $55.49 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 55.49
Interest	2.96
Advertising	15.00
Attorney	15.00
Auctioneer	7.50
Notary Public	2.00
	$ 97.95
5% Treasurer's Commission	200.00
	$ 297.95

The property was sold to John L. Murdoch, Jr. 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 48, Block Y, Section 3, Kent Island Estates, being designated on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3,066.00, assessed to Shipshape Builders, Inc. for $55.49 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 55.49
Interest	2.96
Advertising	15.00
Attorney	15.00
Auctioneer	7.50
Notary Public	2.00
	$ 97.95
5% Treasurer's Commission	160.00
	$ 257.95

The property was sold to John L. Murdoch, Jr. at and for the sum of Three Thousand Two Hundred Dollars ($3,200.00) he being

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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 49, Block Y, Section 3, Kent Island Estates, being designated on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3,010.00, assessed to Shipshape Builders, Inc. for $54,48 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 54.48
Interest	2.90
Advertising	15.00
Attorney	15.00
Auctioneer	7.50
Notary Public	2.00
	$ 96.88
5% Treasurer's Commission	155.00
	$ 251.88

The property was sold to Cagas, Inc. at and for the sum of Three Thousand One Hundred Dollars ($3,100.00) it 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 L, Tower Gardens, being designated on Map 76, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $2,796.00, assessed to Shipshape Builders, Inc. for $50.61 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 50.61
Interest	2.70
Advertising	15.00
Attorney	15.00
Auctioneer	7.50
Notary Public	2.00
	$ 92.81
5% Treasurer's Commission	125.00
	$ 217.81

The property was sold to Harry C. Raynolds 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 Fourth Election District of Queen Anne's County, Maryland, located on old Love Point Road, being designated as Parcel 19, Block 18, on Map 48, Queen Anne's County Tax Maps, consisting of two acres of land, more or less and improvements. Assessed value $12,248.00, assessed to Robert and Cecilia Soloman for $221.69 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 221.69
Interest	11.81

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Advertising	$	15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	273.00
.5% Treasurer's Commission		205.00
	$	478.00

The property was sold to L. G. Bell at and for the sum of Four Thousand One Hundred Dollars ($4,100.00) 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 on Map 57, Block 20, as Parcel 140, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $2,959.00, assesed to Charles and Edna Watkins for $53.56 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	53.56
Interest		2.85
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	95.91
5% Treasurer's Commission		30.00
	$	125.91

The property was sold to C. M. Wilson and Helen Pardee at and for the sum of Six Hundred Dollars ($600.00) 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 on Lot 21, Block D, Section 2, Kent Island Estates, being designated on Map 70, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $1,050.00, assessed to Oliver W. and Mary Weekley for $19.01 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	19.01
Interest		1.02
Advertising		15.00
Attorney-		15.00
Auctioneer		7.50
Notary Public		2.00
	$	59.53
1975-1976 Taxes		17.56
1976-1977 Taxes		18.75
	$	95.84
5% Teasurer's Commission		45.00
	$	140.84

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The property was sold to Cagas, Inc. at and for the sum of Nine Hundred Dollars ($900.00) it 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 EE, Plat 6 Cloverfields, being designated on Map 49, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $745.00, assessed to Barlow and Myrtle Wishon for $13.48 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	13.48
Interest		.72
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	53.70
5% Treasurer's Commission		60.00
	$	113.70

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 Starr, being designated on Map 61, Block 11, as Parcel 54, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $2,923.00, assessed to Daisy Cheer for $52.90 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	52.90
Interest		2.82
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	95.22
5% Treasurer's Commission		5.50
	$	100.72

The property was sold to C. M. Wilson and Helen Pardee at and for the sum of One Hundred Ten Dollars ($110.00) they being then and there the highest bidders 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 on Route 313 in Sandtown, being designated on Map 2, Block 14, as Parcel 30, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $647.00, assessed to Harry Bottomley Estate for $11.71 taxes in arrears plus interest, costs, and expenses to day of sale.

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Taxes		$ 11.71
Interest		.62
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
		$ 51.83
1976-1977 Taxes		12.42
		$ 64.25
Town Taxes		129.91
		$ 194.16
5% Treasurer's Commission		10.00
		$ 204.16

The property was sold to John D. King at and for the sum of Two Hundred Four Dollars Sixteen Cents ($204.16) 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 on Route 313 in Sandtown, being designated on Map 2, Block 14, as Parcel 31, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $748.00, assessed to John Bottomley Estate for $13.54 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes		$ 13.54
Interest		.72
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
		$ 53.76
1976-1977 Taxes		13.94
		$ 67.70
Town Taxes		377.36
		$ 445.06
5% Treasurer's Commission		25.00
		$ 470.06

The property was sold to John D. King 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 Seventh Election District of Queen Anne's County, Maryland, located near Crumpton, being designated on Map 5, Block 17, as Parcel 184, Queen Anne's County Tax Maps, consisting of five acres of land, more or less. Assessed value $5,600.00, assessed to William and Catherine Dukes for $101.36 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes		$ 101.36
Interest		5.40
Advertising		15.00

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Attorney	$	15.00
Auctioneer		7.50
Notary Public		2.00
	$	146.26
5% Treasurer's Commission		312.50
	$	458.76

The property was sold to C. M. Wilson and Helen Pardee at and for the sum of Six Thousand Two Hundred Fifty Dollars ($6,250.00) they being then and there the highest bidders thereof.

ALL that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located near Pondtown, being designated on Map 6, Block 19, as Parcel 36, Queen Anne's County Tax Maps, consisting of 27 acres of land, more or less, and improvements. Assessed value $7,278.00, assessed to James W. Ferrell for $131.73 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	131.73
Interest		7.02
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	178.25
5% Treasurer's Commission		425.00
	$	603.25

The property was sold to John Murdoch, Jr. at and for the sum of Eight Thousand Five Hundred Dollars ($8,500.00) 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 in Pondtown, being designated on Map 6, Block 19, as Parcel 153, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $3,194.00, assessed to James William Ferrell for $57.82 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	57.82
Interest		3.08
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	100.40
5% Treasurer's Commission		10.00
	$	110.40

The property was sold to Howard Wood at and for the sum of Two Hundred Dollars ($200.00) 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 Seventh Election District of Queen Anne's County, Maryland, located in Ewington, being designated on Map 11, Block 7, as Parcel 46, Queen Anne's County Tax Maps, consisting of one acre of land, more or less, and improvements. Assessed value $5,580.00), assessed to Steven Gibbs for $100.99 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	100.99
Interest		5.38
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	145.87
5% Treasurer's Commission		35.00
	$	180.87

The property was sold to Leon Chernoff 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 near Ewingtown, being designated on Map 11, Block 7, as Parcel 90, Queen Anne's County Tax Maps, consisting of one acre of land, more or less, and improvements. Assessed value $8,091.00, assessed to George E. Holloway for $146.45 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	146.45
Interest		7.80
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	193.75
5% Treasurer's Commission		200.00
	$	393.75

The property was sold to C. M. Wilson and Helen Pardee at and for the sum of Four Thousand Dollars ($4,000.00) they being then and there the highest bidders thereof.

ALL that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located in Ewingtown, being designated on Map 11, Block 7, as Parcel 47, Queen Anne's County Tax Maps, consisting of one acre of land, more or less, and improvements. Assessed value $519.00, assessed to Perry Miller Estate for $9.39 taxes in arrears plus interest, Costs, and expenses to day of sale.

Taxes	$	9.39
Interest		.45
Advertising		15.00

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Attorney	$	15.00
Auctioneer		7.50
Notary Public		2.00
	$	49.34
5% Treasurer's Commission		30.00
	$	79.34

The property was sold to Leon Chernoff at and for the sum of Six Hundred Dollars ($600.00) 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 in Ewington, being designated on Map 11, Block 7, as Parcel 103, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $6,160.00, assessed to Linwood and Anna Ringgold for $111.50 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	111.50
Interest		5.94
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	156.94
5% Treasurer's Commission		100.00
	$	256.94

The property was sold to Cagas, Inc. at and for the sum of Two Thousand Dollars ($2,000.00) it 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 19, Block D, Char-Nor-Manor, being designated on Map 4, Block 6, as Parcel 76, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $720.00, assessed to Galen and Virginia Royalty for $13.04 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	13.04
Interest		.70
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	53.24
1976-77 Taxes		13.40
	$	66.64
5% Treasurer's Commission		20.00
	$	86.64

The property was sold to Autry N. Noblitt at and for the sum of Four Hundred Dollars ($400.00) 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 Seventh Election District of Queen Anne's County, Maryland, located Lot 25, Block D, Char-Nor-Manor, being designated on Map 4, Block 6, as Parcel 76, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $720.00, assessed to Galen and Virginia Royalty for $13.04 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	13.04
Interest		.70
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	53.24
1975-1976 Taxes		13.85
1976-1977 Taxes		13.40
	$	80.49
5% Treasurer's Commission		20.00
	$	100.49

The property was sold to Leon Chernoff 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 Seventh Election District of Queen Anne's County, Maryland, located near Pondtown, being designated on Map 11, Block 4, as Parcel 93, Queen Anne's County Tax Maps, consisting of two lots. Assessed value $399.00, assessed to Henry Smith Estate for $7.22 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	7.22
Interest		.38
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	47.10
5% Treasurer's Commission		25.00
	$	72.10

The property was sold to Eugene F. Deems 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 Seventh Election District of Queen Anne's County, Maryland, located Lot 14, Block E, Char-Nor-Manor, being designated on Map 4, Block 6, as Parcel 76, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $720.00, assessed to Odith and Betty Smith for $13.04 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	13.04

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Interest	$	1[illegible].70
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	53.24
5% Treasurer's Commission		40.00
	$	93.24

The property was sold to Leon Chernoff at and for the sum of Eight Hundred Dollars ($800.00) 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 24th day of May, 1978, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared OSCAR A. SCHULZ, Treasurer for Queen Anne's County, and made oath in due form of law that the matters and fact 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.

[illegible]
Notary Public
My Commission Expires: July 1, 1978

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758-0677

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Centreville, Md. May 19, 19 78

We Hereby Certify

That the annexed advertisement of

Tax Sales

was published in the QUEEN ANNE'S JOURNAL, a newspaper published in Queen Anne's county Maryland, once in each of three successive weeks with deletions before the _____ day of _____ 19____

And that the first insertion of said advertisement in the said QUEEN ANNE'S JOURNAL was on the 26th day of April, 19 78, and the last insertion on the 10th day of May, 19 78

Dan Tabler

Publishers, Queen Anne's Journal

Per Shirley K. Gardner

PUBLIC NOTICES

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' 1975 thru June 30, 1978 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 1978 to wit:

TUESDAY May 16, 1978

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 diposed 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

No. 4

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located near 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 $2470, assessed to Albert Jr. & Constance Clough for $44.71 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 5

All that lot or pacel 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 $412, assessed to Albert Jr. & Constance Clough for $7.46 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 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 $6348, assessed to Grace B. Demby for $112.44 taxes in arrears plus interest, costs, and expenses to day of sale,

No. 7

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located near Roberts being designated as Parcel 27, Block 13, on Map 24, Queen Anne's County Tax Maps, consisting of 10 acres of land, more or less and improvements. Assessed value $3380, assessed to Arbelia Jarrett & Mary Deberick for $61.17 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 1st Election District of Queen Anne's County, Maryland, located near Sudlersville being designated as Parcel 108, Block 23, on Map 12, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $8373,

No. 14

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located near Roberts being designated as Parcel 142, Block 19, on Map 24, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $1290, assessed to Wm. H. & Mildred Cannon for $23.35 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 2nd Election District of Queen Anne's County, Maryland, located near Inglcside being designated as Parcel 92, Block 21, on Map 31, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less. Assessed value $1323, assessed to Thomas D. & Angela Cook for $23.94 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 2nd Election District of Queen Anne's County, Maryland, located lots 239-240 Chester Harbor being designated at Parcel 46, Block 0 Map 10, Queen Anne's County Tax Maps, consisting of 2 lots and improvements. Assessed value $7175, assessed to Wm. H. & Jo Anne Ervin for $129.87 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 2nd Election District of Queen Anne's County, Maryland, located near Price being designated as Parcel 63, Block 15, on Map 30, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $4074, assessed to Wm. H. & Jo Anne Ervin for $73.74 taxes in arrears plus interest, costs, and expenses to day of sale.

3rd District

No. 18

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 59, Block 4, on Map 28, Queen Anne's County Tax Maps, consisting of 6 acres of land, more or less and improvements. Assessed value $3680, assessed to

No. 23

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located in Centreville being designated as Parcel 22, on Map CE17, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $432, assessed to James H. & Dianne Johnson for $7.82 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 24

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located Lot 5 - Dulin Clark Div. being designated as Parcel 120, Block 19, on Map 35, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $16,724, assessed to Perry Kennedy for $202.71 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 3rd Election District of Queen Anne's County, Maryland, located near Brownsville 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 $750, assessed to Lorenzo & Betty Leak for $13.58 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 26

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located in Brownsville being designated as Parcel 23, Block 1, on Map 44, Queen Anne's County Tax Maps, consisting of 2 acres of land, more or less and improvements. Assessed value $5318, assessed to Wm. & Gertrude Ryans for $96.25 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 3rd Election District of Queen Anne's County, Maryland, located near Brownsville being designated as Parcel 107, Block 20, on Map 35, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value $8015, assessed to Carroll & Annie Stanford for $145.07 taxes in

Maryland, located lot 53 Bk F - Plat 4 Clvds. being designated as on Map 49, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $1584, assessed to B. Bentley Bell Assoc., Inc. for $23.67 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 near Chester being designated as Parcel 152, Block 10, on Map 57, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $9173, assessed to Wm. F. & Sharon Clark for $166.03 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 34

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 33 - Sect. 7 - Marling Farms being designated as on Map 64, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3303, assessed to Colony Construction Corp for $59.79 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 35

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland; located lot 15 Blk. V Harbor View being designated as on Map 57, Queen Anne's County Tax Maps, consisting of one lot and improvements. Assessed value $12,703, assessed to Joseph T. Cook for $229.93 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 36

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 40 Blk. N Plat 1 Clvds. being designated as on Map 49, Queen Anne's County Tax Maps, consisting of one lot and improvements. Assessed value $13,533, assessed to Arthur C. & Doris Cornwell for $244.95 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 37

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 39 -

entitled to receive a commission of two per cent on the amount of such taxes, interest and costs as a part of the cost of collecting same.

All properties will be sold without warranty of title or representation as to compliance with zoning or health regulations.

The names of the person or persons to whom the respective parcels or lots of land and improvements, if any, are assessed with a brief description thereof, the District in which the same is located, together with the amount of taxes due and in arrears are as follows: INTERESTS, COSTS, FEES AND EXPENSES TO BE ADDED.

1st 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 $4940, assessed to Edw. Lee & Marjorie Boone for $89.41 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 on Dixon Tavern Rd. near Sudlersville being designated as Parcel 38, Block 14, on Map 19, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $343, assessed to Laura Burke for $6.21 taxes in arrears plus interest, costs and expenses to day of sale.

No. 3

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located near 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 $1871, assessed to Albert Jr. & Constance Clough for $33.86 taxes in arrears plus interest, costs, and expenses to day of sale.

assessed to James & Sylvia Wilmore for $151.55 taxes in arrears plus interest, costs and expenses to day of sale.

No. 10

All that lot or pareel of land lying and being in the 1st Eleetion District of Queen Anne's County, Maryland, located near Sudlersville being designated on Map 38, Block 22, as Parecl 12, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less. Assessed value $687, assessed to Jamcs & Sylvia Wilmore for $12.43 taxes in arrears plus interest, costs, and expenses to day of sale.

2nd District

No. 11

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located Lot 11, Plat 6 Skipper lands being designated as Parcel 180, Block 17, on Map 9, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $33,334, assessed to Gerald L. & Mary Barry for $333.35 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 2nd Election District of Queen Anne's County, Maryland, located lots 761-762-763 Chester Harbor being designated as Parcel 46, Block 0, on Map 10, Queen Anne's County Tax Maps, consisting of 3 lots and improvements. Assessed value $12,555, assessed to Grace M. Bluhm for $227.25 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 2nd Election District of Queen Anne's County, Maryland, located near Roberts being designated as Parcel 118, Block 19, on Map 24, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $3595, assessed to Wm. H. & Mildred Cannon for $65.07 taxes in arrears plus interest, costs, and expenses to day of sale.

James L. & Mary Boulden for $60.63 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 3rd Election Distriet of Queen Anne's County, Maryland, located near Brownsville being designated as Parcel 152, Block 2, on Map 44, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $1663, assessed to Bernard & Dorothy Carter for $27.62 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 20

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located on Harper Rd. near Brownsville being designated as Parcel 42, Block 24, on Map 28, Queen Anne's County Tax Maps, consisting of 10 acres of land, more or less. Assessed value $1000, assessed to Bernard & Dorothy Carter for $18.10 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 21

All that lot or pareel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located near Burrisville being designated as Parcel 61, Block 12, on Map 35, Queen Anne's County Tax Maps, eonsisting of 15 acres of land, more or less and improvements. Assessed value $28,097, assessed to James E. Sr. & Shirley Ford for $356.09 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 3rd Election District of Queen Anne's County, Maryland, located in Centreville being designated as Parcel 21, on Map CE17, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $432, assessed to James H. & Dianne Johnson for $7.82 taxes in arrears plus interest, costs, and expenses to day of sale.

arrears plus interest, costs, and expenses to day of sale.

No. 23

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located 8 lots in Brownsville being designated as Parcel 91, Block 20, on Map 35, Queen Anne's County Tax Maps, consisting of 8 lots. Assessed value $2500, assessed to Carroll & Annie Stanford fer $45.25 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 29

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located near Brownsville being designated as Parcel 103, Block 2, on Map 44, Queen Anne's County Tax Maps, consisting of 4 acres of land, more or less and improvements. Assessed value $3142, assessed to Ellsworth Wilson for $47.60 taxes in arrears plus interest, costs, and expenses to day of sale.

4th District

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 6 - Blk. 37 - Sect. 2 Bay City being designated as on Map 56, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $1023, assessed to Wm. J. Abner for $18.51 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 on Cox Neek Rd. being designated as Parcel 116, Block 19, on Map 57, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $1902, assessed to Perry Bailey for $34.42 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 32

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, [illegible] being designated as on Map 57, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $694, assessed to Myrtle Cushing for $16.36 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 38

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 140, Block 17, on Map 63, Queen Anne's County Tax Maps, consisting of 5 acres of land, more or less. Assessed value $7223, assessed to John C. & Lorraine Davis for $130.73 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 lot 17 Kent Point Farm being designated on Map 80, Queen Anne's County Tax Maps, consisting of one lot and improvements. Assessed value $11,585, assessed to James B. Jr. & Veann Duvall for $209.71 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, loeated on Cox Neck Road being designated as Parcel 44, Block 1, on Map 64, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $8043, assessed to James E. & Ellenore Green for $145.58 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 near Dominion being designated as Parcel 64, Block 3, on Map 64, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $4658, assessed to Edna Mae Grimes for $84.31 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 Distrlct of Queen Anne's County, Maryland, located lot 24 Blk. D Plat 2 Clvds. being designated as on Map 49, Queen Anne's County Tax Maps, consisting of onc lot. Assessed value $1073, assessed to Marvin& Margaret Harich for $19.42 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 lot 7 - Blk. F Plat 4 Clvds. being designated as on Map 49, Queen Anne's County Tax Maps, consisting of one lot and improvements. Assessed value $15,027, assessed to Gaby & Susan Harris ETAL for $271.99 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 near Chester being designated as Parcel 356' Block 7, on Map 57, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $22,044, assessed to George W. Helfrich for $399.00 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 46

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 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 $16,924, assessed to George W. Helfrich for $306.33 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 47

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. J Sect. 1 KIE being designated on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $656, assessed to Max P. Hoffmann ETAL for $11.87 taxes in arrears plus interest, costs, and expenses to day of sale.

taxes in arrears plus interest, costs, and expenses to day of sale.

No. 53

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 18 Blk. G, Chesapeake Ests. being designated on Map 63, Queen Anne's County Tax Maps, consisting of one lot and improvements. Assessed value $22,748, assessed to James B. & Faith Kessler for $411.74 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 54

All that lot or parcel of land lying and being ln the 4th Election District of Queen Anne's County, Maryland, located in Dominion being designated as Parcel 92, Block 3, on Map 64, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $3227, assessed to George E. & Viola Laws for $58.41 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 55

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located on Old Love Point Road being designated as Parcel 82, Block 12, on Map 48, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $134, assessed to Wm. A. & Ella Lynch for $5.15 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 56

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. FF& Lot 12 Blk CC Plat 6 Clvds. being designated as on Map 49, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value $1489, assessed to Winfred H. & Mary Marsh for $26.95 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 57

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located in Chester being designated as Parcel 354, Block 15, on Map 57, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $421, assessed to Brian N. Marshall for $7.62 taxes in arrears plus interest, costs, and ex-

designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 65

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 48 Blk. Y Sect. 3 KIE being designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066 assessed to Shipshape Builders, Inc. for $55.49 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 66

All that lot or parcel of land lying and being in the 4th Eleetion District of Queen Anne's County, Maryland, located lot 49 Blk. Y Sect. 3 KIE being designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3010, assessed to Shipshape Builders, Inc. for $54.48 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 67

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. L Tower Gardens being designated as on Map 76, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $2796, assessed to Shipshape Builders, Inc. for $50.61 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 68

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located in Chester belng designated as Parcel 228, Block 9, on Map 57, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $4896, assessed to Elwood Sr. & Leona Smith ETAL for $88.62 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 69

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located on Old Love Point Road being designated as Parcel 19, Block 18, on Map 48, Queen Anne's County Tax Maps, consisting of 2

the 4th Election District of Queen Anne's County, Maryland, located near Chester being designated on Map 57, Block 8, as Parcel 382, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $7240, assessed to John A. Woodfield for $131.04 taxes in arrears plus interest, costs, and expenses to day of sale.

5th District

No. 75

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 on Map 58, Block 17, as Parcel 660, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $6102 assessed to Byron & Virginia Bragg for $110.44 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 76

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 74, Block 24, on Map 59, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less. Assessed value $633, assessed to Grace Elizabeth Brown for $11.46 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 77

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located east Grasonville being designated as Parcel 622, Block 17, on Map 58, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $5634, assessed to Loticia & Dennis Carter for $90.32 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 78

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located Queen Anne Acres lot 25 being designated as Parcel 104, Block 6, on Map 72, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $22,500, assessed to Colony Construction Corp. for $230.14 taxes in arrears plus interest, costs, and expenses to

No. 48

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. E Plat 4 Clvds. being designated as on Map 49, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $1593, assessed to Sherman& Grace Hooker for $28.83 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 Election District of Queen Anne's County, Maryland, located in KIE lots 14-16-18 Blk. C Sect. 2 being designated on Map 70, Queen Anne's County Tax Maps, consisting of 3 lots. Assessed value $3150, assessed to Kentmont Bldg. Corp. for $373.68 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 50

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. L Sunny Isle of Kent being designated as on Map 63, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $540, assessed to Eugene Howard for $20.73 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 in Dominion being designated as Parcel 159, Block 3, on Map 64, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $4276, assessed to Carvie Jobes & Sarah Brown for $77.39 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 lots 32-33 Blk. D Sect. 1 KIE being designated as on Map 70, Queen Anne's County Tax Maps, consisting of 2 lots and improvements. Assessed value $24,614, assessed to Mary A. Kelly for $445.51 interest, costs, and expenses to day of sale.

No. 59

All that lot or pareel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 29 Blk. B Sect. 1 Romancoke being designated as on Map 76, Queen Anne's County Tax Maps, consisting of one lot and improvements. Assessed value $13,747, assessed to Hattie M. Merrill for $248.82 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 60

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located on Batts Neck Road near Stevensville being designated as Parcel 59, Block 8, on Map 63, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $6487, assessed to Henry Morgan for $117.41 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 62

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. D Tower Gardens being designated as on Map 76, Queen Anne's County Tax Maps, consisting of one lot and improvements. Assessed value $35,437, assessed to George H. Ritter for $641.41 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 4th Election District of Queen Anne's County, Maryland, located lot 16 Blk. J Queen Anne Colony being designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot and improvements. Assessed value $27,356, assessed to Samuel F. & Elsie Sacco for $495.14 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 64

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 47 Blk. Y Sect. 3 KIE being entitled to ... acres of land, more or less and improvements. Assessed value $12,248, assessed to Robert & Cecilia Soloman for $221.69 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 70

All that lot or pareel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 5 Blk. G - Plat 3 Clvds. being designated as on Map 49, Queen Anne's County Tax Maps, consisting of one lot and improvements. Assessed value $19,132, assessed to Freddie S. & Donna L. Vencil for $346.29 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 71

All that lot or parcel of land lying and being in the 4th Election Distriet of Queen Anne's County, Maryland, located on Cox Neck Road being designated on Map 57, Block 20, as Parcel 140, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $2959, assessed to Charles & Edna Watkins for $53.56 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 72

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 KIE being designated as on Map 70, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $840, assessed to Oliver & Mary Weekley for $50.70 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 73

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 17 Blk. EE - Plat 6 Clvds. being designated on Map 49, Queen Anne s County Tax Maps, consisting of one lot. Assessed value $745, assessed to Barlow & Myrtle Wishon for $13.48 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 74

All that lot or parcel of land lying and being in ... day of sale.

No. 79

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located Queen Anne Acres lot 31 being designated as Parcel 104, Block 6, on Map 72, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $20,995, assessed to Colony Construetion Corp. for $220.61 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 80

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located Green Lawn Village lot 5 Blk A being designated as Parcel 612, Block 23, on Map 58, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $5,954, assessed to Rebecca & Francis A. Fisher, III for $107.76 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 82

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 597, Block 23, on Map 58, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $4,118, assessed to Robert B. & Catherine Ann Jackson for $66.98 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 83

All that lot or parcel of land lying and being in the 5th Election Distriet of Queen Anne's County, Maryland, loeated Chester River Beach lot 2 Plat 4 being designated as Parcel 738, Block 9, on Map 58, Queen Anne's County Tax Maps, consisting of a lot and Improvemeuts. Assessed value $18,748, assessed to Richardia A. & Charles R. James, III for $339.34 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 84

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 288, Block 22, on Map 58, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $6283, assessed to Clyde P. — Mary C. Jenkins for $113.72 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 85

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 $3976, assessed to Mary Jane Lloyd Et Al for $71.98 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 86

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 54, Block 18, on Map 58, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $169, assessed to General L. & Etha G. Marshall for $3.06 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 87

All that lot or parcel of land lying and being in the 5th Election District in Queen Anne's County, Maryland, located near Grasonville being designated as Parcel 673, Block 18, on Map 58, Queen Anne's County Tax Maps, consisting of a lot and Improvements. Assessed value $4325, assessed to General Lee & Etha G. Marshall for $71.67 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 90

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 on Map 58, Block 23, as Parcel 50, Queen Anne's County Tax Maps, consisting of 11 acres of land, more or less and improvements. Assessed value $12,389, assessed to Beatrice J. Sampson for $225.39 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 95

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 on Map 61, Block 11, as Parcel 80, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $12,788, assessed to David & Judith Wenck for $229.85 taxes in arrears plus interest, costs, and expenses to day of sale. Queenstown town taxes $705.10.

6th District

No. 96

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 on Map 61, Block 11, as Parcel 54, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $2923, assessed to Daisy Cheer for $52.90 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 97

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 on Map 61, Block 11, as Parcel 79, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $4309, assessed to Vincent & Margaret Wilson for $77.99 taxes in arrears plus interest, costs, and expenses to day of sale.

7th District

No. 98

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located near Millington being designated on Map 2, Block 13, as Parcel 55, Queen Anne's County Tax Maps, consisting of 12 acres of land, more or less and improvements. Assessed value $12,066, assessed to Robert & Rose Abrams for $218.39 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 99

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 on Map 5, Block 21, as Parcel 106, Queen Anne's County Tax Maps,, consisting of 6 acres of land, more or less and improvements. Assessed value $10,293, assessed to Daniel& Crumpton being designated on Map 5, Block 17, as Parcel 184, Queen Anne's County Tax Maps, consisting of 5 acres of land, more or less. Assessed value $5600, assessed to Wm. T. & Catherine Dukes for $101.36 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 105

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located lot 60 Sect 1 Ducks Neck being designated on Map 5, Block 1, as Parcel 296, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed values $6115, assessed to Allen Edwards & Joyce Kendall for $110.68 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 106

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located near Pondtown being designated on Map 6, Block 19, as Parcel 36, Queen Anne's County Tax Maps, consisting of 27 acres of land, more or less and improvements. Assessed value $7278, assessed to James W. Ferrell for $131.73 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 107

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located in Pondtown being designated on Map 6, Block 19, as Parcel 153, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $3194, assessed to James Wm. Ferrell for $57.82 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 108

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located in Ervingtown being designated on Map 11, Block 7, as Parcel 46, Queen Anne's County Tax Maps, consisting of 1 acres of land, more or less and improvements. Assessed value $5580, assessed to Steven Gibbs for $100.99 taxes in arrears plus interest, Block 7, as Parcel 103, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $6160, assessed to Linwood & Anna Ringgold for $111.50 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 116

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located lot 19 Blk. D. Char-Nor-Manor being designated as Parcel 76, Block 6, on Map 4, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $720, assessed to Galen & Virginia Royalty for $25.22 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 117

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. Char-Nor-Manor being designated as Parcel 76, Block 6, on Map 4, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $720, assessed to Galen & Virginia Royalty for $36.77 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 118

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located near Pondtown being designated on Map 11, Block 4, as Parcel 93, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value $399, assessed to Henry Smith Est. for $7.22 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 119

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located lot 14 Blk. E Char-Nor-Manor being designated on Map 4, Block 6, as Parcel 76, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $720, assessed to Odith & Betty Smith for $13.04 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 120

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located near

costs, and expenses to day of sale.

No. 91

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 on Map 58, Block 23, as Parcel 52, Queen Anne's County Tax Maps, consisting of 2 acres of land, more or less and improvements. Assessed value $3077, assessed to Beatrice J. Sampson for $55.70 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 92

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 on Map 59, Block 24, as Parcel 73, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $1182, assessed to Linwood Single for $21.40 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 5th Election District of Queen Anne's County, Maryland, located lot 10 Gouldtown-Blakeford Rd. being designated on Map 43, Block 15, as Parcel 66, Queen Anne's County Tax Maps, consisting of one lot and improvements. Assessed value $1921, assessed to Harrison & Betty Smith for $34.77 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 94

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 on Map 58, Block 24, as Parcel 551, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $9885, assessed to Richard Sorrell for $180.07 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 95

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 on Map 51, Block 1, as Parcel 33, Queen Anne's County Tax Maps, consisting of 1 lot and improvements. Assessed value $1000, assessed to Beatrice Blackwell for $139.85 taxes in arrears plus interests, costs, and expenses to day of sale.

No. 100

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located on Rt. 313 in Sandtown being designated as Parcel 30, Block 14, on Map 2, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $556, assessed to Harry Bottomley Estate for $23.00 taxes in arrears plus interest, costs, and expenses to day of sale. Millington town taxes $129.91.

No. 101

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located on Rt. 313 In Sandtown being designated as Parcel 31, Block 14, on Map 2, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $624, assessed to John Bottomly Estate for $26.21 taxes in arrears plus interest, costs, and expenses to day of sale. Millington town taxes $277.36.

No. 102

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located near Crumpton being designated on Map 6, Block 13, as Parcel 127, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $7970, assessed to Wm. H. & Margaret Brown for $144.26 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 103

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 on Map 1, Block 18, as Parcel 77, Queen Anne's County Tax Maps, consisting of one lot and improvements. Assessed value $23,044, assessed to Laurence & Ethel Collins for $417.10 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 104

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located near Ewingtown being designated on Map 11, Block 7, as Parcel 90, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value $8091, assessed to George E. Holloway for $146.45 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 112

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 on Map 11, Block 7, as Parcel 52, Queen Anne's County Tax Maps, consisting of 2 acres of land, more or less and improvements. Assessed value $1381, assessed to William Hoxter for $34.05 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 113

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland located in Sandtown being designated on Map 2, Block 14, as Parcel 32, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value $5870, assessed to John & Julia King for $106.25 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 114

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 on Map 11, Block 7, as Parcel 47, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value $519, assessed to Perry Miller Est. for $9.39 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 115

All that lot or parcel of land lying and being In the 7th Election District of Queen Anne's County, Maryland, located in Ewington being designated on Map 11, Sandtown being designated on Map 2, Block 14, as Parcel 4, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $715, assessed to John Watson for $12.94 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 121

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located lot 21 Blk. C Char-Nor-Manor being designated on Map 4, Block 6, as Parcel 76, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $720, assessed to Earl L. Younger for $13.04 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 122

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located Lot 20 Blk. C Char-Nor-Manor being designated on Map 4, Block 6, as Parcel 76, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $720, assessed to Earl L. Younger for $13.04 taxes in arrears plus interest, costs, and expenses to day of sale.

(signed)
OSCAR A SCHULZ
TREASURER
for QUEEN ANNE'S COUNTY
MARYLAND

PUBLIC NOTICES

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' 1975 thru June 30, 1978 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 1978 to wit:

TUESDAY May 16, 1978

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 diposed 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

No. 4

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located near 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 $2470, assessed to Albert Jr. & Constance Clough for $44.71 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 5

All that lot or pacel 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 $412, assessed to Albert Jr. & Constance Clough for $7.46 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 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 $6348, assessed to Grace B. Demby for $112.44 taxes in arrears plus interest, costs, and expenses to day of sale,

No. 7

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located near Roberts being designated as Parcel 27, Block 13, on Map 24, Queen Anne's County Tax Maps, consisting of 10 acres of land, more or less and improvements. Assessed value $3380, assessed to Arbella Jarrett & Mary Deberick for $61.17 taxes in arrears plus interest, costs, and expenses to day of sale.

2nd District

No. 11

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County

3rd District

No. 18

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 59, Block 4, on Map 28, Queen Anne's County Tax Maps, consisting of 6 acres of land, more or less and improvements. Assessed value $3680, assessed to James L. & Mary Boulden for $60.63 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 3rd Election District of Queen Anne's County, Maryland, located near Burrisville being designated as Parcel 61, Block 12, on Map 35, Queen Anne's County Tax Maps, consisting of 15 acres of land, more or less and improvements. Assessed value $23,097, assessed to James E. Sr. & Shirley Ford for $356.09 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 3rd Election District of Queen Anne's County, Maryland, located in Centreville being designated as Parcel 21, on Map CE17, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $432, assessed to James H. & Dianne Johnson for $7.82 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 23

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located in Centreville being designated as Parcel 22, on Map CE17, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $432, assessed to James H. & Dianne Johnson for $7.82 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 24

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located Lot 5 - Dulin Clark Div. being designated as Parcel 129,

land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located near Brownsville being designated as Parcel 109, Block 2, on Map 41, Queen Anne's County Tax Maps, consisting of 4 acres of land, more or less and improvements. Assessed value $3142, assessed to Ellsworth Wilson for $47.60 taxes in arrears plus interest, costs, and expenses to day of sale.

4th District

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 6 - Blk. 37 - Sect. 2 Bay City being designated as on Map 56, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $1023, assessed to Wm. J. Abner for $10.31 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 on Queen Anne's County, Maryland, located on Cox Neck Rd. being designated as Parcel 116, Block 19, on Map 57, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $1902, assessed to Perry Bailey for $34.42 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 32

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 53 Blk F - Plat 4 Clvds. being designated as on Map 49, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $1594, assessed to B. Bentley Bell Assoc., Inc. for $23.67 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 near Chester being designated as Parcel 152, Block 10, on Map 57, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $9173, assessed to Wm. F. & Sharon Clark & Vesnn Duvall for $200.71 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 on Cox Neck Road being designated as Parcel 44, Block 1, on Map 64, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $3013, assessed to James E. & Ellenore Green for $145.53 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 near Dominion being designated as Parcel 64, Block 3, on Map 64, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $4553, assessed to Edna Mae Grimes for $94.31 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 24 Blk. D Plat 2 Clvds. being designated as on Map 49, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $1073, assessed to Marvin & Margaret Harich for $19.42 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 lot 7 - Blk. F Plat 4 Clvds. being designated as on Map 49, Queen Anne's County Tax Maps, consisting of one lot and improvements. Assessed value $15,027, assessed to Gaby & Susan Harris ETAL for $271.99 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 near Chester being designated as Parcel 359 Block 7, on Map 57, Queen Anne's

taxes, interest, and expenses chargeable to any property are paid, then the said COUNTY TREASURER shall be entitled to receive a commission of two per cent on the amount of such taxes, interest and costs as a part of the cost of collecting same.

All properties will be sold without warranty of title or representation as to compliance with zoning or health regulations.

The names of the person or persons to whom the respective parcels or lots of land and improvements, if any, are assessed with a brief description thereof, the District in which the same is located, together with the amount of taxes due and in arrears are as follows: INTERESTS, COSTS, FEES AND EXPENSES TO BE ADDED.

1st 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 $4940, assessed to Edw. Lee & Marjorie Boone for $89.41 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 on Dixon Tavern Rd. near Sudlersville being designated as Parcel 38, Block 14, on Map 19, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $343, assessed to Laura Burke for $6.21 taxes in arrears plus interest, costs and expenses to day of sale.

No. 3

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located near 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 $1871, assessed to Albert Jr. & Constance Clough for $33.86 taxes in arrears plus interest, costs, and expenses to day of sale.

Maryland, located Lot 11, Plat 6 Skipper lands being designated as Parcel 180, Block 17, on Map 9, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $33,334, assessed to Gerald L. & Mary Barry for $333.35 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 2nd Election District of Queen Anne's County, Maryland, located lots 761-762-763 Chester Harbor being designated as Parcel 46, Block 0, on Map 10, Queen Anne's County Tax Maps, consisting of 3 lots and improvements. Assessed value $12,555, assessed to Grace M. Bluhm for $227.25 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 2nd Election District of Queen Anne's County, Maryland, located near Ingleside being designated as Parcel 92, Block 21, on Map 31, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less. Assessed value $1323, assessed to Thomas D. & Angela Cook for $23.94 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 2nd Election District of Queen Anne's County, Maryland, located lots 239-240 Chester Harbor being designated at Parcel 46, Block 0 Map 10, Queen Anne's County Tax Maps, consisting of 2 lots and improvements. Assessed value $7175, assessed to Wm. H. & Jo Anne Ervin for $129.87 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 2nd Election District of Queen Anne's County, Maryland, located near Price being designated as Parcel 63, Block 15, on Map 30, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $4074, assessed to Wm. H. & Jo Anne Ervin for $73.74 taxes in arrears plus interest, costs, and expenses to day of sale.

Block 19, on Map 35, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $16,724, assessed to Perry Kennedy for $302.71 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 3rd Election District of Queen Anne's County, Maryland, located near Brownsville 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 $750, assessed to Lorenzo & Betty Leak for $13.58 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 26

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located in Brownsville being designated as Parcel 23, Block 1, on Map 44, Queen Anne's County Tax Maps, consisting of 2 acres of land, more or less and improvements. Assessed value $5318, assessed to Wm. & Gertrude Ryans for $96.25 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 3rd Election District of Queen Anne's County, Maryland, located near Brownsville being designated as Parcel 107, Block 20, on Map 35, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value $2015, assessed to Carroll & Annie Stanford for $145.07 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 23

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located 8 lots in Brownsville being designated as Parcel 91, Block 20, on Map 35, Queen Anne's County Tax Maps, consisting of 8 lots. Assessed value $2500, assessed to Carroll & Annie Stanford for $45.25 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 20

All that lot or parcel of

arrears plus interest, costs, and expenses to day of sale.

No. 24

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 33 - Sect. 7 - Marling Farms being designated as on Map 64, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3303, assessed to Colony Construction Corp for $59.79 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 35

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 15 Blk. V Harbor View being designated as on Map 57, Queen Anne's County Tax Maps, consisting of one lot and improvements. Assessed value $12,703, assessed to Joseph T. Cook for $229.93 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 36

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 40 Blk. N Plat 1 Clvds. being designated as on Map 49, Queen Anne's County Tax Maps, consisting of one lot and improvements. Assessed value $13,533, assessed to Arthur C. & Doris Cornwell for $244.85 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 37

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 30 - Blk. B - Plat 5 Clvds. being designated as on Map 57, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $304, assessed to Myrtle Cushing for $16.35 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 lot 17 Kent Point Farm being designated on Map 69, Queen Anne's County Tax Maps, consisting of one lot and improvements. Assessed value $11,503, assessed to James B. Jr.

County Tax Maps, consisting of a lot and improvements. Assessed value $22,044, assessed to George W. Helfrich for $399.00 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 46

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 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 $18,024, assessed to George W. Helfrich for $326.33 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 47

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. J Sect. 1 KIE being designated on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $355, assessed to Max P. Hoffmann ETAL for $11.67 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 48

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. E Plat 4 Clvds. being designated as on Map 49, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $1503, assessed to Sherman & Grace Hooker for $26.23 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 Election District of Queen Anne's County, Maryland, located in KIE lots 14-16-18 Blk. C Sect. 2 being designated on Map 70, Queen Anne's County Tax Maps, consisting of 3 lots. Assessed value $3150, assessed to Kentmont Bldg. Corp. for $373.63 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 50

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. L Sunny Isle of Kent being designated as on Map 63, Queen Anne's County Tax Maps, consisting of a lot. Assessed

value $540, assessed to Eugene Howard for $20.73 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 in Dominion being designated as Parcel 159, Block 3, on Map 64, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $4276, assessed to Carvie Jobes & Sarah Brown for $77.39 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 53

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 18 Blk. G. Chesapeake Ests. being designated on Map 63, Queen Anne's County Tax Maps, consisting of one lot and improvements. Assessed value $22,748, assessed to James B. & Faith Kessler for $411.74 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 54

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located in Dominion being designated as Parcel 92, Block 3, on Map 64, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $3227, assessed to George E. & Viola Laws for $58.41 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 55

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located on Old Love Point Road being designated as Parcel 82, Block 12, on Map 48, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $134, assessed to Wm. A. & Ella Lynch for $5.15 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 56

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. J Queen Anne Colony being designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot and improvements. Assessed value $27,356, assessed to Samuel F. & Elsie Sacco for $495.14 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 64

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 47 Blk. Y Sect. 3 KIE being designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 65

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 48 Blk. Y Sect. 3 KIE being designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066 assessed to Shipshape Builders, Inc. for $55.49 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 66

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 49 Blk. Y Sect. 3 KIE being designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3010, assessed to Shipshape Builders, Inc. for $54.48 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 67

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. L Tower Gardens being designated as on Map 76, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $2795, assessed to Shipshape Builders, Inc. for $50.61 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 68

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 17 Blk. EE - Plat 6 Clvds. being designated on Map 49, Queen Anne s County Tax Maps, consisting of one lot. Assessed value $745, assessed to Barlow & Myrtle Wishon for $13.48 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 74

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 on Map 57, Block 8, as Parcel 392, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $7240, assessed to John A. Woodfield for $131.04 taxes in arrears plus interest, costs, and expenses to day of sale.

5th District

No. 77

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located east Grasonville being designated as Parcel 622, Block 17, on Map 58, Queen Anne's County Tax Maps, consisting of a lot and Improvements. Assessed value $5634, assessed to Loticia & Dennis Carter for $90.32 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 78

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located Queen Anne Acres lot 25 being designated as Parcel 104, Block 6, on Map 72, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $22,500, assessed to Colony Construction Corp. for $230.14 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 79

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located Queen Anne Acres lot 31 being designated as Parcel 104, Block 6, on Map 72, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $22,500, assessed to Colony Construction Corp. for $230.14 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 86

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 54, Block 18, on Map 58, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $169, assessed to General L. & Etha G. Marshall for $3.06 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 87

All that lot or parcel of land lying and being in the 5th Election District in Queen Anne's County, Maryland, located near Grasonville being designated as Parcel 673, Block 18, on Map 58, Queen Anne's County Tax Maps, consisting of a lot and Improvements. Assessed value $4325, assessed to General Lee & Etha G. Marshall for $71.67 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 90

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 on Map 58, Block 23, as Parcel 50, Queen Anne's County Tax Maps, consisting of 11 acres of land, more or less and improvements. Assessed value $12,369, assessed to Beatrice J. Sampson for $225.39 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 91

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 on Map 58, Block 23, as Parcel 52, Queen Anne's County Tax Maps, consisting of 2 acres of land, more or less and improvements. Assessed value $3077.

Blk. FFff Lot 12 Blk CC Plat 6 Clvds. being designated as on Map 49, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value $1489, assessed to Winfred H. & Mary Marsh for $26.95 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 57

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located in Chester being designated as Parcel 354, Block 15, on Map 57, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $421, assessed to Brian N. Marshall for $7.62 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 59

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 29 Blk. B Sect. 1 Romancoke being designated as on Map 76, Queen Anne's County Tax Maps, consisting of one lot and improvements. Assessed value $13,747, assessed to Hattie M. Merrill for $248.82 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 60

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located on Batts Neck Road near Stevensville being designated as Parcel 59, Block 8, on Map 63, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $6487, assessed to Henry Morgan for $117.41 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 62

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. D Tower Gardens being designated as on Map 76, Queen Anne's County Tax Maps, consisting of one lot and improvements. Assessed value $35,437, assessed to George H. Ritter for $641.41 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 4th Election District of Queen Anne's County, Maryland, located lot 16 Blk. C Plat 6 Clvds. being designated as on Map 49, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value $1489, assessed to Winfred H. & Mary Marsh for $26.95 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 57

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located in Chester being designated as Parcel 354, Block 15, on Map 57, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $421, assessed to Brian N. Marshall for $7.62 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 59

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 29 Blk. B Sect. 1 Romancoke being designated as on Map 76, Queen Anne's County Tax Maps, consisting of one lot and improvements. Assessed value $13,747, assessed to Hattie M. Merrill for $248.82 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 60

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located on Batts Neck Road near Stevensville being designated as Parcel 59, Block 8, on Map 63, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $6487, assessed to Henry Morgan for $117.41 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 62

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. D Tower Gardens being designated as on Map 76, Queen Anne's County Tax Maps, consisting of one lot and improvements. Assessed value $35,437, assessed to George H. Ritter for $641.41 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 4th Election District of Queen Anne's County, Maryland, located in Chester being designated as Parcel 228, Block 9, on Map 57, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $4888, assessed to Elwood Sr. & Leona Smith ETAL for $88.62 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 69

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located on Old Love Point Road being designated as Parcel 19, Block 18, on Map 48, Queen Anne's County Tax Maps, consisting of 2 acres of land, more or less and improvements. Assessed value $12,248, assessed to Robert & Cecilla Soloman for $221.69 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 70

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. G - Plat 3 Clvds. being designated as on Map 49, Queen Anne's County Tax Maps, consisting of one lot and improvements. Assessed value $19,132, assessed to Freddie S. & Donna L. Vencil for $346.29 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 71

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 Road being designated on Map 57, Block 20, as Parcel 140, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $2359, assessed to Charles & Edna Watkins for $53.56 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 72

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 KIE being designated as on Map 70, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $940, assessed to Oliver & Mary Weekley for $50.70 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 80

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located Green Lawn Village lot 5 Blk A being designated as Parcel 612, Block 23, on Map 58, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $5,954, assessed to Rebecca & Francis A. Fisher, III for $107.76 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 82

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 597, Block 23, on Map 58, Queen Anne's County Tax Maps, consisting of a lot and Improvements. Assessed value $4,118, assessed to Robert B. & Catherine Ann Jackson for $66.93 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 83

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located Chester River Beach lot 2 Plat 4 being designated as Parcel 738, Block 9, on Map 58, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $18,748, assessed to Richardia A. & Charles R. James, III for $339.34 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 84

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located in Grasonvllle being designated as Parcel 288, Block 22, on Map 58, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $6283, assessed to Clyde P. — Mary C. Jenkins for $113.72 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 85

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 on Map 59, Block 24, as Parcel 73, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $1182, assessed to Linwood Single for $21.40 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 5th Election District of Queen Anne's County, Maryland, located lot 10 Gouldtown-Blakeford Rd, being designated on Map 43, Block 15, as Parcel 66, Queen Anne's County Tax Maps, consisting of one lot and improvements. Assessed value $1921, assessed to Harrison & Betty Smith for $34.77 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 94

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 on Map 58, Block 24, as Parcel 551, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $2235, assessed to Richard Sorrell for $180.07 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 95

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 on Map 51, Block 1, as Parcel 33, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $12,769, assessed to David & Judith Wenck for $229.85 taxes in arrears plus interest, costs, and expenses to day of sale. Queenstown town taxes, $705.10.

6th District

No. 96

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 on Map 61, Block 11, as Parcel 54, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $2023, assessed to Daisy Cheer for $52.60 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 97

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 on Map 61, Block 11, as Parcel 79, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $4309, assessed to Vincent & Margaret Wilson for $77.99 taxes in arrears plus interest, costs, and expenses to day of sale.

7th District

No. 98

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located near Millington being designated on Map 2, Block 13, as Parcel 55, Queen Anne's County Tax Maps, consisting of 12 acres of land, more or less and improvements. Assessed value $12,066, assessed to Robert & Rose Abrams for $218.39 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 99

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 on Map 5, Block 21, as Parcel 106, Queen Anne's County Tax Maps,, consisting of 6 acres of land, more or less and improvements. Assessed value $10,293, assessed to Daniel& Beatriee Blaekiston for $139.85 taxes in arrears plus interests, costs, and expenses to day of sale.

No. 100

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located on Rt. Maryland, located lot 60 Sect 1 Ducks Neck being designated on Map 5, Block 1, as Parcel 233, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed values $3115, assessed to Allen Edwards & Joyce Kendall for $110.68 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 106

All that lot or parcel of land lying and being in the 7th Election Distrlet of Queen Anne's County, Maryland, located near Pondtown being designated on Map 6, Block 19, as Parcel 36, Queen Anne's County Tax Maps, consisting of 27 acres of land, more or less and improvements. Assessed value $7278, assessed to James W. Ferrell for $131.73 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 107

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located in Pondtown being designated on Map 6, Block 19, as Pareel 153, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $3194, assessed to James Wm. Ferrell for $57.82 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 108

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located in Ervingtown being designated on Map 11, Block 7, as Parcel 46, Queen Anne's County Tax Maps, eonsisting of 1 acres of land, more or less and improvements. Assessed value $5580, assessed to Steven Gibbs for $100.99 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 111

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located near Ewingtown being designated on Map 11, Block 7, as Parcel 60, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value $3091, assessed to George E. Holloway for $146.45 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 112

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located in Ewingtown belng designated on Map 11, Block 7, as Parcel 52, Queen Anne's County Tax Maps, consisting of 2 acres of land, more or less and improvements. Assessed value $1881, assessed to William Hoxter for $34.05 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 113

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland located in Sandtown being designated on Map 2, Block 14, as Parcel 32, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value $5870, assessed to John & Julia King for $106.25 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 114

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 on Map 11, Block 7, as Parcel 47, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value $519, assessed to Perry Miller Est. for $9.39 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 115

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located in Ewington being designated on Map 11, Block 7, as Parcel 103, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $3160, assessed to Linwood & Anna Ringgold for $111.50 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 116

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located lot 19 Blk. D. Char-Nor-Manor being designated as Parcel 76, Block 6, on Map 4, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $720, assessed to Galen & Virginia Royalty for $25.22 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 117

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. Char-Nor-Manor being designated as Parcel 76, Block 6, on Map 4, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $720, assessed to Galen & Virginia Royalty for $36.77 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 118

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located near Pondtown being designated on Map 11, Block 4, as Parcel 93, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value $399, assessed to Henry Smith Est. for $7.22 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 119

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located lot 14 Blk. E Char-Nor-Manor being designated on Map 4, Block 6, as Parcel 76, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $720, assessed to Odith & Betty Smith for $18.04 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 120

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located near Sandtown being designated on Map 2, Block 14, as Parcel 4, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $715, assessed to John Watson for $12.94 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 121

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located lot 21 Blk. C Char-Nor-Manor being designated on Map 4, Block 6, as Parcel 76, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $720, assessed to Earl L. Younger for $13.04 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 122

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located Lot 20 Blk. C Char-Nor-Manor being designated on Map 4, Block 6, as Parcel 76, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $720, assessed to Earl L. Younger for $13.04 taxes in arrears plus interest, costs, and expenses to day of sale.

(signed)
OSCAR A. SCHULZ
TREASURER
for QUEEN ANNE'S COUNTY
MARYLAND

313 in Sandtown being designated as Parcel 30, Block 14, on Map 2, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $556, assessed to Harry Bottomley Estate for $23.00 taxes in arrears plus interest, costs, and expenses to day of sale. Millington town taxes $129.91.

No. 101

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located on Rt. 313 in Sandtown being designated as Parcel 31, Block 14, on Map 2, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $624, assessed to John Bottomly Estate for $26.21 taxes in arrears plus interest, costs, and expenses to day of sale. Millington town taxes $377.36.

No. 102

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located near Crumpton being designated on Map 6, Block 13, as Parcel 127, Queen Anne's County Tax Maps, consisting of a lot and Improvements. Assessed value $7970, assessed to Wm. H. & Margaret Brown for $144.26 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 103

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 on Map 1, Block 18, as Parcel 77, Queen Anne's County Tax Maps, consisting of one lot and improvements. Assessed value $23,044, assessed to Laurence & Ethel Collins for $417.10 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 104

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located near Crumpton being designated on Map 5, Block 17, as Parcel 184, Queen Anne's County Tax Maps, consisting of 5 acres of land, more or less. Assessed value $5600, assessed to Wm. T. & Catherine Dukes for $101.36 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 105

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County

PUBLIC NOTICES

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' 1975 thru June 30, 1978 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 1978 to wit:

TUESDAY May 16, 1978

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 diposed 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 to day of sale.

No. 4

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located near 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 $2470, assessed to Albert Jr. & Constance Clough for $44.71 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 5

All that lot or pacel 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 $412, assessed to Albert Jr. & Constance Clough for $7.46 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 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 $6348, assessed to Grace B. Demby for $112.44 taxes in arrears plus interest, costs, and expenses to day of sale.

2nd District

No. 11

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located Lot 11, Plat 6 Skipper lands being designated as Parcel 180, Block 17, on Map 9, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $33,334, assessed to Gerald L. & Mary Barry for $333.35 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 2nd Election District of Queen Anne's County, Maryland, located near Ingleside being designated as Parcel 92,

No. 25

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located near Brownsville being designated as Parcel 125, Block 1, on Map 44, Queen Anne's County Tax Maps, consistlng of 1 acre of land, more or less. Assessed value $750, assessed to Lorenzo & Betty Leak for $13.58 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 26

All that lot or pareel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located in Brownsville being designated as Parcel 23, Block 1, on Map 44, Queen Anne's County Tax Maps, consisting of 2 acres of land, more or less and improvements. Assessed value $5318, assessed to Wm. & Gertrude Ryans for $96.25 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 3rd Election District of Queen Anne's County, Maryland, located near Brownsville being designated as Parcel 107, Block 20, on Map 35, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value $8015, assessed to Carroll & Annie Stanford for $145.07 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 3rd Election District of Queen Anne's County, Maryland, located 8 lots in Brownsville being designated as Parcel 91, Block 20, on Map 35, Queen Anne's County Tax Maps, consisting of 8 lots. Assessed value $2500, assessed to Carroll & Annie Stanford for $45.25 taxes in arrears plus interest, costs, and expenses to day of sale.

4th District

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 6 - Blk. 37 - Seet. 2 Bay City being designated as on Queen Anne's County Tax Maps, consisting of one lot and improvements. Assessed value $13,533, assessed to Arthur C. & Doris Cornwell for $244.95 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 lot 17 Kent Point Farm being designated on Map 80, Queen Anne's County Tax Maps, consisting of one lot and improvements. Assessed value $11,586, assessed to James B. Jr. & Veann Duvall for $209.71 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 on Cox Neck Road being designated as Parcel 44, Block 1, on Map 64, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $8943, assessed to James E. & Ellenore Green for $145.58 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 near Dominion being designated as Parcel 64, Block 3, on Map 64, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $4658, assessed to Edna Mae Grimes for $84.31 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 24 Blk. D Plat 2 Clvds. being designated as on Map 49, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $1073, assessed to Marvin & Margaret Harich for $19.42 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 in KIE lots 14-16-18 Blk. C Sect. 2 being designated on Map 70, Queen Anne's County Tax Maps, consisting of 3 lots. Assessed value $3150, assessed to Kentmont Bldg. Corp. for $373.68 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 50

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. L Sunny Isle of Kent being designated as on Map 63, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $540, assessed to Eugene Howard for $20.73 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 in Dominion being designated as Parcel 159, Block 3, on Map 64, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $4276, assessed to Carvie Jones & Sarah Brown for $77.39 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 54

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located in Dominion being designated as Parcel 92, Block 3 on Map 64, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $3227, assessed to George E. & Viola Laws for $53.41 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 55

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located on Old Love Point Road being designated as Parcel 82, Block 12, on Map 43, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $134, assessed to Wm. A. & Ella Lynch for $5.15 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 56

penses chargeable to any property are paid, then the said COUNTY TREASURER shall be entitled to receive a commission of two per cent on the amount of such taxes, interest and costs as a part of the cost of collecting same.

All properties will be sold without warranty of title or representation as to compliance with zoning or health regulations.

The names of the person or persons to whom the respective parcels or lots of land and improvements, if any, are assessed with a brief description thereof, the District in which the same is located, together with the amount of taxes due and in arrears are as follows: INTERESTS, COSTS, FEES AND EXPENSES TO BE ADDED.

1st 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 Inglcside being designated as Parcel 50, Block 17, on Map 31, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $4940, assessed to Edw. Lee & Marjorie Boone for $89.41 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 on Dixon Tavern Rd. near Sudlersville being designated as Parcel 38, Block 14, on Map 19, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $343, assessed to Laura Burke for $6.21 taxes in arrears plus Interest, eosts and expenses to day of sale.

No. 3

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located near 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 $1871, assessed to Albert Jr. & Constance Clough for $33.86 taxes in arrears plus Interest, costs, and expenses to day of sale.

Block 21, on Map 31, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less. Assessed value $1323, assessed to Thomas D. & Angela Cook for $23.94 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 2nd Election District of Queen Anne's County, Maryland, located lots 239-240 Chester Harbor being designated at Parcel 46, Block 0 Map 10, Queen Anne's County Tax Maps, consisting of 2 lots and improvements. Assessed value $7175, assessed to Wm. H. & Jo Anne Ervin for $129.87 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 2nd Election District of Queen Anne's County, Maryland, loeated near Price being designated as Parcel 63, Block 15, on Map 30, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $4074, assessed to Wm. H. & Jo Anne Ervin for $73.74 taxes in arrears plus interest, costs, and expenses to day of sale.

3rd District

No. 18

All that lot or parcel of land lying and being in the 3rd Election Distriet of Queen Anne's County, Maryland, located near Burrisville being designated as Pareel 59, Block 4, on Map 28, Queen Anne's County Tax Maps, consisting of 6 acres of land, more or less and improvements. Assessed value $3680, assessed to James L. & Mary Boulden for $60.63 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 21

All that lot or parcel of land lying and belng in the 3rd Election District of Queen Anne's County, Maryland, loeated near Burrisville being designated as Parcel 61, Block 12, on Map 35, Queen Anne's County Tax Maps, consisting of 15 aeres of land, more or less and improvements. Assessed value. $28,097, assessed to James E. Sr. & Shirley Ford for $356.09 taxes in arrears plus interest, costs, and expenses to day of sale.

Map 56, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $1023, assessed to Wm. J. Abner for $18.51 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 on Cox Neck Rd. being designated as Parcel 116, Block 19, on Map 57, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $1902, assessed to Perry Bailey for $34.42 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 32

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 53 Bk F - Plat 4 Clvds. being designated as on Map 49, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $1584, assessed to B. Bentley Bell Assoc., Inc. for $28.67 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 Eleetion District of Queen Anne's County, Maryland, located near Chester being designated as Parcel 152, Block 10, on Map 57, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $9173, assessed to Wm. F. & Sharon Clark for $166.03 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 35

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 15 Blk. V Harbor View being designated as on Map 57, Queen Anne's County Tax Maps, eonsisting of one lot and improvements. Assessed value $12,703, assessed to Joseph T. Cook for $229.93 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 36

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 40 Blk. N Plat 1 Clvds. being designated as on Map 49,

Maryland, located lot 7 - Blk. F Plat 4 Clvds. being designated as on Map 49, Queen Anne's County Tax Maps, consisting of one lot and improvements. Assessed value $15,027, assessed to Gaby & Susan Harris ETAL for $271.99 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 near Chester being designated as Parcel 356' Block 7, on Map 57, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $22,044, assessed to George W. Helfrich for $399.00 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 46

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 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 $16,924, assessed to George W. Helfrich for $306.33 taxes in arrears plus interest, eosts, and expenses to day of sale.

No. 47

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. J Sect. 1 KIE being designated on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $656, assessed to Max P. Hoffmann ETAL for $11.87 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 48

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. E Plat 4 Clvds. being designated as on Map 49, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $1593, assessed to Sherman & Grace Hooker for $28.83 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 Election District

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. FF& Lot 12 Blk CC Plat 6 Clvds. being designated as on Map 49, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value $1439, assessed to Winfred H. & Mary Marsh for $26.95 taxes in arrears plus interest, eosts, and expenses to day of sale.

No. 57

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located in Chester being designated as Parcel 354, Block 15, on Map 57, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $421, assessed to Brian N. Marshall for $7.62 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 59

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 29 Blk. B Sect. 1 Romancoke being designated as on Map 76, Queen Anne's County Tax Maps, consisting of one lot and improvements. Assessed value $13,747, assessed to Hattie M. Merrill for $248.82 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 60

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located on Batts Neck Road near Stevensville being designated as Parcel 59, Block 8, on Map 63, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $6487, assessed to Henry Morgan for $117.41 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 62

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. D Tower Gardens being designated as on Map 76, Queen Anne's County Tax Maps, consisting of one lot and improvements. Assessed value $35,437, assessed to George H. Ritter for $641.41 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 64

All that lot or pareel of land lying and being In the 4th Election Distrlct of Queen Anne's County, Maryland, located lot 47 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 65

All that lot or parcel of land lying and being in the 4th Eleetion District of Queen Anne's County, Maryland, located lot 48 Blk. Y Seet. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066 assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 66

All that lot or parcel of land lying and being In the 4th Election District of Queen Anne's County, Maryland, located lot 49 Blk. Y Sect. 3 KIE being designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3010, assessed to Shipshape Builders, Inc. for $54.48 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 67

All that lot or parcel of land lying and being in the 4th Election Distrlct of Queen Anne's County, Maryland, located lot 11 Blk. L Tower Gardens being designated as on Map 76, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $2796, assessed to Shipshape Builders, Inc. for $50.61 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 68

All that lot or pareel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located in Chester being designated as Parcel 228, Block 9, on Map 57, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $4896, assessed to Elwood Sr. & Leona Smith ETAL for $88.62 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 69

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. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 70

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. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 71

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. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 72

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. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 73

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. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 74

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. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 75

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. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 76

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. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 77

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. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 78

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. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 79

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. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 80

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. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 81

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. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 82

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. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 83

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 15 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 84

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 16 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 85

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 17 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 86

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 18 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 87

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 Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 88

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. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 89

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. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 90

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 22 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 91

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 23 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 92

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 24 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 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 4th Election District of Queen Anne's County, Maryland, located lot 25 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 94

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 26 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 95

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. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 96

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 28 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 97

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 29 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 98

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 30 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 99

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 31 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 100

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. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 101

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 33 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 102

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 34 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 103

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 35 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 104

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 36 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 105

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 37 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 106

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 38 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 107

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 39 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 108

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 40 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 109

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 41 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 110

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 42 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 111

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 43 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 112

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 44 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 113

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 45 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 114

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 46 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 115

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 47 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 116

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 48 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 117

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 49 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 118

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 50 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 119

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 51 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 120

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 52 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 121

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 53 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 122

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 54 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 123

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 55 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 124

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 56 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 125

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 57 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 126

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 58 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 127

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 59 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 128

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 60 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 129

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 61 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 130

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 62 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 131

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 63 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 132

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 64 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 133

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 65 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 134

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 66 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 135

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 67 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 136

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 68 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 137

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 69 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 138

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 70 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 139

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 71 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 140

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 72 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 141

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 73 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 142

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 74 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 143

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 75 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 144

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 76 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 145

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 77 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 146

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 78 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 147

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 79 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 148

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 80 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 149

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 81 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 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 4th Election District of Queen Anne's County, Maryland, located lot 82 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 151

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 83 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 152

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 84 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 153

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 85 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 154

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 86 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 155

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 87 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 156

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 88 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 157

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 89 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 158

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 90 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 159

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 91 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 160

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 92 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 161

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 93 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 162

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 94 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 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 4th Election District of Queen Anne's County, Maryland, located lot 95 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 164

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 96 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 165

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 97 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $3066, assessed to Shipshape Builders, Inc. for $55.49 taxes In arrears plus interest, costs, and expenses to day of sale.

No. 166

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 98 Blk. Y Sect. 3 KIE belng designated as on Map 70, Queen

penses to day of sale.

No. 69

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located on Old Love Point Road being designated as Parcel 19, Block 18, on Map 48, Queen Anne's County Tax Maps, consisting of 2 acres of land, more or less and improvements. Assessed value $12,248, assessed to Robert & Cecilia Soloman for $221.69 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 70

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. G - Plat 3 Clvds. being designated as on Map 49, Queen Anne's County Tax Maps, consisting of one lot and improvements. Assessed value $19,132, assessed to Freddie S. & Donna L. Pencil for $346.29 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 71

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 Road being designated on Map 57, Block 20, as Parcel 140, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $2959, assessed to Charles & Edna Watkins for $53.56 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 72

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 KIE being designated as on Map 70, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $840, assessed to Oliver & Mary Weekley for $50.70 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 73

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 17 Blk. EE - Plat 6 Clvds. being designated on Map 49, Queen Anne s County Tax Maps, consisting of one lot. Assessed value $745, assessed to Barlow land lying and being in the 5th Election District of Queen Anne's County, Maryland, located in Grasonville being designated as Parcel 288, Block 22, on Map 58, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $6283, assessed to Clyde P. — Mary C. Jenkins for $113.72 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 85

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 $3976, assessed to Mary Jane Lloyd Et Al for $71.96 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 86

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 54, Block 18, on Map 58, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $169, assessed to General L. & Etha G. Marshall for $3.06 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 87

All that lot or parcel of land lylng and being in the 5th Election District in Queen Anne's County, Maryland, located near Grasonville being designated as Parcel 673, Block 18, on Map 58, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $4325, assessed to General Lee & Etha G. Marshall for $71.67 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 90

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 on Map 58, Block 23, as Parcel 50, Queen Anne's County Tax Maps, consisting of 11 acres of land, more or less and improvements. Assessed value $12,383, assessed to Beatrice J. the 6th Election District of Queen Anne's County, Maryland, located near Starr being designated on Map 61, Block 11, as Parcel 79, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $4309, assessed to Vincent & Margaret Wilson for $77.99 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 99

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 on Map 5, Block 21, as Parcel 106, Queen Anne's County Tax Maps,, consisting of 6 acres of land, more or less and improvements. Assessed value $10,293, assessed to Daniel& Beatrice Blackiston for $139.85 taxes in arrears plus interests, costs, and expenses to day of sale.

No. 100

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located on Rt. 313 in Sandtown being designated as Parcel 30, Block 14, on Map 2, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $556, assessed to Harry Bottomley Estate for $23.00 taxes in arrears plus interest, costs, and expenses to day of sale. Millington town taxes $129.91.

No. 101

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located on Rt. 313 in Sandtown being designated as Parcel 31, Block 14, on Map 2, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $624, assessed to John Bottomly Estate for $26.21 taxes in arrears plus interest, costs, and expenses to day of sale. Millington town taxes $377.36.

No. 102

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located near Crumpton being designated on Map 6, Block 13, as Parcel 127, Queen Anne's County Tax Maps, consisting of a lot and improvements. land lying and being in the 7th Election District of Queen Anne's County, Maryland, located in Pondtown being designated on Map 6, Block 19, as Parcel 153, Queen Anne's County Tax Maps, consisting of a lot and Improvements. Assessed value $3194, assessed to James Wm. Ferrell for $57.82 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 108

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located in Ervingtown being designated on Map 11, Block 7, as Parcel 46, Queen Anne's County Tax Maps, consisting of 1 acres of land, more or less and improvements. Assessed value $5580, assessed to Steven Gibbs for $100.99 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 111

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located near Ewingtown being designated on Map 11, Block 7, as Parcel 90, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value $9091, assessed to George E. Holloway for $146.45 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 112

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 on Map 11, Block 7, as Parcel 52, Queen Anne's County Tax Maps, consisting of 2 acres of land, more or less and improvements. Assessed value $1881, assessed to William Hoxter for $34.05 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 113

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland located in Sandtown being designated on Map 2, Block 14, as Parcel 32, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed

value $5870, assessed to John & Julia King for $106.25 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 114

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 deslgnated on Map 11, Block 7, as Parcel 47, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value $519, assessed to Perry Miller Est. for $9.39 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 115

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located in Ewington being designated on Map 11, Block 7, as Parcel 103, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $6160, assessed to Linwood & Anna Ringgold for $111.50 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 116

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located lot 19 Blk. D. Char-Nor-Manor being designated as Parcel 76, Block 6, on Map 4, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $720, assessed to Galen & Virginia Royalty for $25.22 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 117

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. Char-Nor-Manor being designated as Parcel 76, Block 6, on Map 4, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $720, assessed to Galen & Virginia Royalty for $36.77 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 118

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located near Pondtown being designated on Map 11, Block 4, as Parcel 93, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value $399, assessed to Henry Smith Est. for $7.22 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 119

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located lot 14 Blk. E Char-Nor-Manor being designated on Map 4, Block 6, as Parcel 76, Queen Anne's County Tax Maps, consisting of one lot. Assessed value $720, assessed to Odith & Betty Smith for $13.04 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 THEYEAR 1978, OF PROPERTIES ASSESSED TO THE FOLLOWING; LAURA BURKE; ALBERT, JR. AND CONSTANCE CLOUGH; ALBERT, JR. AND CONSTANCE CLOUGH; ALBERT, JR. AND CONSTANCE CLOUGH; THOMAS D. AND ANGELA COOK; LORENZO AND BETTY LEAK; WILLIAM J. ABNER; B. BENTLEY BELL ASSOCIATION, INC.; EDNA MAE GRIMES; MARVIN AND MARGARET HARICH; MAX P. HOFFMAN, ET AL; SHERMAN AND GRACE HOOKER; KENTMONT BUILDING CORPORATION; EUGENE HOWARD; GEORGE E. AND VIOLA LAWS; WILLIAM A. AND ELLA LYNCH; WINFRED H. AND MARY MARSH; BRIAN N. MARSHALL; HENRY MORGAN; GEORGE H. RITTER; SHIPSHAPE BUILDERS, INC.; SHIPSHAPE BUILDERS, INC.; SHIPSHAPE BUILDERS, INC.; SHIPSHAPE BUILDERS, INC.; ROBERT AND CECILIA SOLOMAN; CHARLES AND EDNA WATKINS; OLIVER W. AND MARY WEEKLEY; BARLOW AND MYRTLE WISHON; DAISY CHEER; HARRY BOTTOMLEY ESTATE; JOHN BOTTOMLEY ESTATE; WILLIAM T. AND CATHERINE DUKES; JAMES W. FERRELL; JAMES WILLIAM FERRELL; STEVEN GIBBS; GEORGE E. HOLLOWAY; PERRY MILLER ESTATE; LINWOOD AND ANNA RINGGOLD; GALEN AND VIRGINIA ROYALTY; GALEN AND VIRGINIA ROYALTY; HENRY SMITH ESTATE; ODITH AND BETTY SMITH

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

NO. 6190

* * * * *

ORDERED, this ~~24th~~ 26th day of May, 1978, 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 27th day of June, 1978, unless cause to the contrary thereof be previously shown; provided a copy of this Order be inserted in some newspaper printed and published

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
758-0877

in Queen Anne's County, State of Maryland, once a week for four successive weeks commencing on the 31st day of May, 1978, and ending on the 21st day of June, 1978.

AND the report states amount of sale to be $ 86,684.16

B. Hackett Turner Jr.

JUDGE

FILED: May 26, 1978

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617

758-0677

Centreville, Md. June 26, 19 78

We Hereby Certify

That the annexed advertisement of

Tax Sales

was published in the QUEEN ANNE'S JOURNAL, a newspaper published in Queen Anne's county Maryland, once in each of four successive weeks before the _____ day of _____ 19____

And that the first insertion of said advertisement in the said QUEEN ANNE'S JOURNAL was on the 31st day of May, 19 78, and the last insertion on the 21st day of June, 19 78

Dan Tabler

Publishers, Queen Anne's Journal

Per Shirley K. Gardner

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY
NO. 6190

IN THE MATTER OF THE TAX SALES IN QUEEN ANNE'S COUNTY, MARYLAND, FOR THE YEAR 1978, OF PROPERTIES ASSESSED TO THE FOLLOWING: LAURA BURKE; ALBERT, JR. AND CONSTANCE CLOUGH; ALBERT, JR. AND CONSTANCE CLOUGH; ALBERT, JR. AND CONSTANCE CLOUGH; THOMAS D. AND ANGELA COOK; LORENZO AND BETTY LEAD; WILLIAM J. ABNER; B. BENTLEY BELL ASSOCIATION, INC.; EDNA MAE GRIMBS; MARVIN AND MARGARET HARICH; MAX P. HOFFMAN, ET AL; SHERMAN AND GRACE HOOKER; KENTMONT BUILDING CORPORATION; EUGENE HOWARD; GEORGE E. AND VIOLA LAWS,; WILLIAM A. AND ELLA LYNCH; WINFRED H. AND MARY MARSH; BRIAN N. MARSHALL; HENRY MORGAN; GEORGE H. RITTER; SHIPSHAPE BUILDERS, INC.; SHIPSHAPE BUILDERS, INC.; SHIPSHAPE BUILDERS, INC.; ROBERT AND CECILIA SOLOMAN; CHARLES AND EDNA WATKINS; OLIVER W. AND MARY WEEKLEY; BARLOW AND BYRTLE WISHON; DAISY CHEER; HARRY BOTTOMLEY ESTATE; JOHN BOTTOMLEY ESTATE; WILLIAM T. AND CATHERINE DUKES; JAMES W. FERRELL; JAMES WILLIAM FERRELL; STEVEN GIBBS; GEORGE E. HOLLOWAY; PERRY MILLER ESTATE; LINWOOD AND ANNA RINGGOLD; GALEN AND VIRGINIA ROYALTY; GALEN AND VIRGINIA ROYALTY; HENRY SMITH ESTATE; ODITH AND BETTY SMITH.

ORDERED, this 26th day of May, 1978, 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 27th day of June, 1978, 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 31st day of May, 1978, and ending on the 21st day of June, 1978.

AND the report states amount of sale to be $86,684.16

B. Hackett Turner, Jr.
JUDGE

FILED: May 26, 1978
TRUE COPY, TEST:
CHARLES W. CECIL, CLERK
BY: Betty M. Comegys
DEPUTY CLERK
(6-7,14,21) #47

RECEIVED
CLERK, CIRCUIT COURT
1978 JUN 28 AM 10: 48
QUEEN ANNE'S COUNTY

IN THE MATTER OF THE TAX SALES IN QUEEN ANNE'S COUNTY, MARYLAND, FOR THE YEAR 1978, OF PROPERTIES ASSESSED TO THE FOLLOWING: LAURA BURKE; ALBERT, JR. AND CONSTANCE CLOUGH; ALBERT, JR. AND CONSTANCE CLOUGH; ALBERT, JR. AND CONSTANCE CLOUGH; THOMAS D. AND ANGELA COOK; LORENZO AND BETTY LEAK; WILLIAM J. ABNER; B. BENTLEY BELL ASSOCIATION, INC.; EDNA MAE GRIMES; MARVIN AND MARGARET HARICH; MAX P. HOFFMAN, ET AL; SHERMAN AND GRACE HOOKER; KENTMONT BUILDING CORPORATION; EUGENE HOWARD; GEORGE E. AND VIOLA LAWS; WILLIAM A. AND ELLA LYNCH; WINFRED H. AND MARY MARSH; BRIAN N. MARSHALL; HENRY MORGAN; GEORGE H. RITTER; SHIPSHAPE BUILDERS, INC.; SHIPSHAPE BUILDERS, INC.; SHIPSHAPE BUILDERS, INC.; SHIPSHAPE BUILDERS, INC.; ROBERT AND CECILIA SOLOMAN; CHARLES AND EDNA WATKINS; OLIVER W. AND MARY WEEKLEY; BARLOW AND MYRTLE WISHON; DAISY CHEER; HARRY BOTTOMLEY ESTATE; JOHN BOTTOMLEY ESTATE; WILLIAM T. AND CATHERINE DUKES; JAMES W. FERRELL; JAMES WILLIAM FERRELL; STEVEN GIBBS; GEORGE E. HOLLOWAY; PERRY MILLER ESTATE; LINWOOD AND ANNA RINGGOLD; GALEN AND VIRGINIA ROYALTY; GALEN AND VIRGINIA ROYALTY; HENRY SMITH ESTATE; ODITH AND BETTY SMITH

* * * * *

IN

THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 6190

ORDERED, this 30th day of June, 1978, 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 16th day of May, 1978, 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:

Laura Burke - First Election District
Albert, Jr. and Constance Clough-First Election District
Albert, Jr. and Constance Clough-First Election District
Albert, Jr. and Constance Clough-First Election District

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
758-0577

Thomas D. and Angela Cook	- Second Election District
Lorenzo and Betty Leak	- Third Election District
William J. Abner	- Fourth Election District
B. Bentley Bell Assoc., Inc.	- Fourth Election District
Edna Mae Grimes	- Fourth Election District
Marvin and Margaret Harich	- Fourth Election District
Max P. Hoffmann, et al	- Fourth Election District
Sherman and Grace Hooker	- Fourth Election District
Kentmont Building Corporation	- Fourth Election District
Eugene Howard	- Fourth Election District
George E. and Viola Laws	- Fourth Election District
William A. and Ella Lynch	- Fourth Election District
Winfred H. and Mary Marsh	- Fourth Election District
Brian N. Marshall	- Fourth Election District
Henry Morgan	- Fourth Election District
George H. Ritter	- Fourth Election District
Shipshape Builders, Inc.	- Fourth Election District
Shipshape Builders, Inc.	- Fourth Election District
Shipshape Builders, Inc.	- Fourth Election District
Shipshape Builders, Inc.	- Fourth Election District
Robert and Cecilia Soloman	- Fourth Election District
Charles and Edna Watkins	- Fourth Election District
Oliver W. and Mary Weekley	- Fourth Election District
Barlow and Myrtle Wishon	- Fourth Election District
Daisy Cheer	- Sixth Election District
Harry Bottomley Estate	- Seventh Election District
John Bottomley Estate	- Seventh Election District
William T. And Catherine Dukes	- Seventh Election District
James W. Ferrell	- Seventh Election District
James William Ferrell	- Seventh Election District
Steven Gibbs	- Seventh Election District
George E. Holloway	- Seventh Election District
Perry Miller Estate	- Seventh Election District
Linwood and Anna Ringgold	- Seventh Election District
Galen and Virginia Royalty	- Seventh Election District
Galen and Virginia Royalty	- Seventh Election District
Henry Smith Estate	- Seventh Election District
Odith and Betty Smith	- 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 heen given as provided by the Order Nisi passed in these proceedings on the 26th day of May, 1978, 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

RECEIVED
CLERK, CIRCUIT COURT
1978 JUN 30 AM 11:18
QUEEN ANNE'S COUNTY

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
758-0677

ALEXANDER P. RASIN, III, Assignee
Court Street
Chestertown, Maryland 21620

Plaintiff

VS

ALFRED E. BUSHEY
Kennersley Farm
Church Hill, Maryland 21623

Defendant

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

MARYLAND

EQUITY NO. 6159

ORDER TO DOCKET FORECLOSURE SUIT

APR 18-78 * 23205 *****40 00
APR 18-78 A 23205 *****40 00

Mr. Clerk:

Will you please docket the above entitled foreclosure suit and file therein the following:

a. Mortgage from Alfred E. Bushey to David E. Seaman and Owen K. Fox, Co-Partners trading as "Kennersley Farm", dated April 29, 1977, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 119, page 78, assigned to Alexander P. Rasin, III, for foreclosure on April 17, 1978.

b. Statement of Mortgage Indebtedness.

c. Non-Military Affidavit.

Alexander P. Rasin III

Alexander P. Rasin, III, Assignee

RECEIVED
CLERK. CIRCUIT COURT
1978 APR 18 AM 10:10
QUEEN ANNE'S COUNTY

LAW OFFICES
RASIN AND RASIN
COURT STREET
CHESTERTOWN, MD. 21620

(301) 778-3515

LIBER 10 PAGE 376

DOCUMENT NO. 88,237 LIBER 119 PAGE 78

MORTGAGE FEE — INDIVIDUAL MORTGAGOR AND MORTGAGEE — CITY OR COUNTY — Form 7016.

RECEIVED FOR RECORD
AT 3:20 O'CLOCK P.M. AND RECORDED IN LIBER 119 FOLIO 78

1977 APR 29 PM 3:20

RECORD FOR
QUEEN ANNE'S CO., MD.
CHARLES W. THOMAS, CLERK

APR 29-77 * 2 337 ****509.00
APR 29-77 A 2 337 ****495.00
APR 29-77 A 2 336 *****14.00

THIS MORTGAGE Made this 29th day of April

in the year nineteen hundred and seventy-seven by and between ----------

ALFRED E. BUSHEY ----------

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

DAVID E. SEAMAN and OWEN K. FOX, Co-Partners trading as "Kennersley Farm" of Queen Anne's County, State of Maryland, ----, Mortgagees, of the second part:

Whereas, the said Mortgagor is justly indebted unto said Mortgagees in the full sum of Eight Hundred Sixteen Thousand Five Hundred ($816,500.00) Dollars (being money loaned and advanced by said Mortgagees to said Mortgagor) for which said sum and the interest thereon the said Mortgagor has passed to said Mortgagee his promissory note bearing even date herewith, for said sum of Eight Hundred Sixteen Thousand Five Hundred ($816,500.00) Dollars, payable in accordance with the terms of the aforesaid promissory note.

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

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar,

the said Alfred E. Bushey ----------

---------- does grant and convey unto David E. Seaman and Owen K. Fox, Co-Partners trading as "Kennersley Farm", their /successors, heirs and assigns,

in fee simple, ~~all those lots or parcels of ground situate and lying in the aforesaid, and described as follows, to wit: Beginning for~~

ALL that tract of land called or known as "Kennersley", "The Massey Farm", "Tully's Delight" or "Spark's Choice" situate, lying and being in the Second Election District of Queen Anne's County, in the State of Maryland, on the public road leading from Church Hill to Southeast Creek, and on the public road leading from Southeast Creek to Starkley's Corner, and also on Island Creek, Southeast Creek and Back Creek, and which contains 401.637 acres of land, according to a survey prepared by Messrs. Shew and Bartlett, Engineers, Philadelphia, Pennsylvania, on July 14, 1933.

SAVING AND EXCEPTING, However, the following parcels of land:

A. All that tract of land generally known as the Marina Property, granted and conveyed unto Truman H. Newberry, II, by deed dated September 30, 1971, and recorded among the Land Records for Queen Anne's County, in Liber C.W.C. No. 58, folio 569, containing 10.108 acres of land, more or less.

B. All that tract of land generally known as the Kennersley Subdivision containing 59.475 acres of land, more or less, more particularly described in a deed of even date from Mortgagee to Mortgagor, intended to be recorded among the Land Records for Queen Anne's County prior hereto.

C. All that tract of land upon which the airstrip is presently situate, more particularly described as follows:

4/29/77 from S & K. to P. to Bushey CWC 119/63

BEGINNING for the same at a concrete monument on the southeast side of a 50' private road running from Clabber Hill Road through the lands of Kennersley, said point being the southwest corner of Lot 7 as shown on a plat entitled "Plat of the Division of Part of Kennersley", revised July 1972; and running, thence, by and with Lot 7 South 77 degrees 51 minutes 40 seconds East - 757.61' to a concrete monument and North 38 degrees 45 minutes 50 seconds East - 60.00' to an iron pipe and a new division line between the herein described lands and other lands of Kennersley; thence, by and with said new division line South 80 degrees 00 minutes 40 seconds East - 920.86' to the center of a culvert or bridge, South 52 degrees 20 minutes 50 seconds East - 351.02', and South 31 degrees 47 minutes East - 310.55' to the lands of John L. King; thence, by and with said King lands North 79 degrees 20 minutes 50 seconds West - 2916.35' to the mean high waters of Island Creek; thence, by and with the mean high waters of said creek North 0 degrees 09 minutes 20 seconds WEst - 91.49' and North 14 degrees 43 minutes 50 seconds West - 305.96' to the southwest corner of Lot 5 as shown on a plat entitled "Plat of the Division of Part of Kennersley" revised July, 1972; thence, South 77 degrees 51 minutes 40 seconds East - 836.21' to the place of beginning. Containing in all 23.035 acres of land, more or less.

TOGETHER with a 50' right-of-way running from the above described lands to the 50' private road leading to Clabber Hill Road, the centerline of which is described as follows: Beginning at the end of the third line (South 80 degrees 00 minutes 40 seconds East - 920.86') of the above described lands; and running North 43 degrees 45 minutes East - 222.84', along an arc the radius of which is 374.91' and the chord of which is North 58 degrees 41 minutes 05 seconds East - 193.24', and North 73 degrees 37 minutes 10 seconds East - 256.30' to intersect the centerline of said private road at a point South 16 degrees 22 minutes 50 seconds East - 198.21' from the beginning of the third line (South 16 degrees 22 minutes 50 seconds East - 942.84') of the description of the centerline of the revised 50' private road leading from Kennersley Subdivision and Kennersley Marina to Clabber Hill Road. Said 50' right-of-way may be used by all entitled to make use of the airstrip, and their tenants, agents, servants, visitors and licensees.

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 David E. Seaman and Owen K. Fox, Co-Partners trading as "Kennersley Farm", their successors, heirs and assigns, forever.

Provided, that if the said Alfred E. Bushey, his heirs, ----------

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Eight Hundred Sixteen Thousand Five Hundred ($816,500.00)--dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on his ----- part to be performed, then this Mortgage shall be void.

And the said Mortgagor hereby assents to the passage of a Decree for the sale of the property hereby mortgaged; and said Mortgagor hereby also authorizes the said Mortgagee, their successors, personal representatives or assigns, or Alexander P. Rasin, III, ----------
the duly authorized Attorney or Agent of the said Mortgagee, to sell the hereby mortgaged property; such sale in either instance to take place only after a default shall have occurred in any of the covenants or conditions of this Mortgage as herein provided. Any such sale, whether under the above assent to a Decree or under the above power of sale, shall be conducted in accordance with the provisions of Article 66 of the Annotated Code of Maryland and Rules W70 to W80, inclusive, of the Maryland Rules of Procedure and under any other general or local laws or rules of procedure of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of One Hundred -------- Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee their/successors executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagor his heirs, personal representatives or assigns, or to whoever may be entitled to the same.

RIDER ATTACHED TO MORTGAGE FROM ALFRED E. BUSHEY TO DAVID E. SEAMAN AND OWEN K. FOX, Co-Partners trading as "Kennersley Farm"

BEING the same and all of the land which was granted to the Mortgagor by the three following deeds, all of even date herewith and intended to be recorded among the Land Records of Queen Anne's County prior to and on the same day as the recording of this mortgage, to wit: (1) Deed from David E. Seaman conveying 5.698 acres, more or less; (2) Deed from Owen K. Fox conveying 5.832 acres, more or less; and (3) Deed from David E. Seaman and Owen K. Fox, Co-Partners, trading as "Kennersley Farm", conveying all of the remaining land and premises hereinabove described.

AND SUBJECT, MOREOVER, To the right of the owners, tenants, agents, servants, visitors, and licensees of the hereinabove lands Saved and Excepted, to use, in common with the mortgagor herein, and his owners, tenants, agents, servants, visitors and licensees, the following revised right-of-way to Clabber Hill Road. The centerline of said revised right-of-way is described as follows:

BEGINNING for the same at a point in the centerline of the 50 foot private road as shown on a plat entitled "Plat of the Division of Part of Kennersley", revised July 1972, said point being South 37 degrees 16 minutes 10 seconds West 25.00 feet from a concrete monument marking the southeast corner of Kennersley Marina; and running, thence, the seven following courses and distances: (1) South 52 degrees 43 minutes 50 seconds East 830.00 feet, (2) along an arc the radius of which is 279.59 feet and the chord of which is South 34 degrees 33 minutes 20 seconds East 174.42 feet, (3) South 16 degrees 22 minutes 50 seconds East 942.84 feet, (4) along an arc the radius of which is 125.00 feet and the chord of which is South 61 degrees 22 minutes 50 seconds East 176.78 feet, (5) North 73 degrees 37 minutes 10 seconds East 179.63 feet, (6) along an arc the radius of which is 448.43 feet and the chord of which is North 86 degrees 54 minutes 25 seconds East 206.13 feet, and (7) South 79 degrees 48 minutes 20 seconds East 2243.02 feet to the centerline of Clabber Hill Road.

TOGETHER with the right to use the aforesaid airstrip in common with others, upon the payment of a proportionate part of the maintenance expenses thereon.

And the said Mortgagor for himself, his heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sales 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 commissions the said Mortgagor for himself, his heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, their/successors personal representatives or assigns, or Alexander P. Rasin, III, their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And it is agreed that, until default be made in the premises, the said party-- of the first part, his ----- heirs, personal representatives 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 mortgage debt and interest, taxes and assessments, public dues and charges, the said part of the first part covenant to pay when legally payable.

And the said party of the first part further covenants to insure, and pending the existence of this Mortgage to keep insured, the improvements on the hereby mortgaged property to the amount of at least the full insurable value ----------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/successors executors, administrators or assigns, to the extent of lien or claim hereunder.

Witness the ----------hand and seal of the said Mortgagor.

TEST:

Alexander P. Rasin III

Alfred E. Bushey [SEAL]

[SEAL]

[SEAL]

STATE OF MARYLAND, Queen Anne's County, SS:

I HEREBY CERTIFY, That on this 29th day of April, 1977, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared ALFRED E. BUSHEY ----------

the Mortgagor named in the aforegoing Mortgage, known to me (or satisfactorily proven) to be the person whose name is/~~are~~ subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained, and in my presence signed and sealed the same. At the same time also appeared David E. Seaman, ----------

and made oath in due form of law that he is one of the Mortgagees, or the Agent of the Mortgagee, and that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and that the sum of $666,500.00 thereof is purchase money for the property herein secured.

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

Catherine M. Higdon
Notary Public

CATHERINE M. HIGDON NOTARY PUBLIC QUEEN ANNE'S CO., MD.

My Commission expires:

July 1, 1978

LIBER 10 PAGE 380

No. 92,788

RECEIVED
CLERK, CIRCUIT COURT
1978 APR 18 AM 10:03
QUEEN ANNE'S COUNTY

RECEIVED FOR RECORD

Assignment

APR 18-78 * 23204 ******7 00
APR 18-78 A RF 23204 ******7 00

CWC 133 Folio 625

N. OF MORTGAGE FROM Alfred E. Bushey

TO David E. Seaman Co-Partner et al AS RECORDED IN

LIBER CWC NO. 119 FOLIO 78

MAIL TO TO BE PLACED IN CHY. 6159

The within mortgage being in default, David E. Seaman and Owen K. Fox, Co-Partners trading as "Kennersley Farm" hereby assign the within mortgage unto Alexander P. Rasin, III, for foreclosure and collection. As witness our hands and seals this 17 day of April, 1978.

Witness:

Elizabeth C. Rollison

Elizabeth C. Rollison

David E. Seaman (SEAL)
David E. Seaman

Owen K. Fox (SEAL)
Owen K. Fox

48 $150,000 EXCESS STAMPS
88,237

MORTGAGE
FROM
Alfred E. Bushey
TO
David E. Seaman and Owen K. Fox, Co-Partners trading as "Kennersley Farm"

BLOCK NO.

Received for Record Apr 29, 1977, at 3:20 o'clock P.M. Same day recorded in Liber CWC No. 119 Folio 78 &c., Land Records of Ca's County and examined per Charles W. Geil, Clerk

Cost of Record, $ 14.00
495.00
$ 509.00

Stamps $ 495.00
Clerk 14.00
$ 509.00

MAIL: RASIN + KASIN
PO BOX 210
Chestertown, Md. 21620

ALEXANDER P. RASIN, III, Assignee
Court Street
Chestertown, Maryland 21620

Plaintiff

VS

ALFRED E. BUSHEY
Kennersley Farm
Church Hill, Maryland 21623

Defendant

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

MARYLAND

EQUITY NO. 6159

STATEMENT OF MORTGAGE INDEBTEDNESS

The Statement of the Mortgage Claim of Alexander P. Rasin, III, Assignee, Court Street, Chestertown, Maryland, under a certain mortgage from Alfred E. Bushey to David E. Seaman and Owen K. Fox, Co-Partners trading as "Kennersley Farm", dated April 29, 1977, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 119, page 78, and assigned to Alexander P. Rasin, III, for foreclosure, is as follows:

Balance of unpaid principal on mortgage	$816,500.00
Interest due to 4/17/78	55,275.92
1977-78 Taxes and Interest advanced 4/7/78	3,397.37
	$875,173.29

Interest will accrue at the rate of $156.59 per diem from April 17, 1978

STATE OF MARYLAND, COUNTY OF KENT, to wit:

I HEREBY CERTIFY, that on this 17 day of April, 1978, before me, the subscriber, a Notary Public in and for the state and county aforesaid, personally appeared DAVID E. SEAMAN and OWEN K. FOX, and made oath in due form of law that the aforegoing Statement of Mortgage Indebtedness is a true statement of the amount due from Alfred E. Bushey to David E. Seaman and Owen K. Fox, Co-Partners trading as "Kennersley Farm", under the aforementioned mortgage and that your affiants have not received any security or satisfaction therefore, other than the said mortgage in said statement mentioned.

IN TESTIMONY WHEREOF, I have set my hand and Notarial Seal the day and year first above written.

Elizabeth C. Rollison
Notary Public

My Commission expires
July 1st, 1978

ELIZABETH C. ROLLISON NOTARY PUBLIC KENT COUNTY, MD.

LIBER 10 PAGE 381

LAW OFFICES
RASIN AND RASIN
COURT STREET
CHESTERTOWN, MD. 21620
(301) 778-3515

LIBER 10 PAGE 382

ALEXANDER P. RASIN, III, Assignee
Court Street
Chestertown, Maryland 21620

Plaintiff

VS

ALFRED E. BUSHEY
Kennersley Farm
Church Hill, Maryland 21623

Defendant

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

MARYLAND

EQUITY NO. 6159

MILITARY AFFIDAVIT

STATE OF MARYLAND, KENT COUNTY, to wit:

I HEREBY CERTIFY, that on this 17 day of April, 1978, before me, the subscriber, a Notary Public of the state and county aforesaid, personally appeared DAVID E. SEAMAN and OWEN K. FOX, and made oath in due form of law that they know the Defendant herein and that to the best of their knowledge, information 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;

(4) Said Defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

David E. Seaman

Owen K. Fox

Subscribed and sworn to before me.

Elizabeth C. Rollison
Notary Public

ELIZABETH C. ROLLISON NOTARY PUBLIC KENT COUNTY, MD.

My Commission expires:
July 1st, 1978

LAW OFFICES
RASIN AND RASIN
COURT STREET
CHESTERTOWN, MD. 21620
(301) 778-3515

CH. 6159

KNOW ALL MEN BY THESE PRESENTS: That I, Alexander P. Rasin, III, Attorney at Law, Court Street, Chestertown, Maryland 21620, as Principal, and the PEERLESS INSURANCE COMPANY, Keene, New Hampshire, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Hundred Fifty Thousand Dollars to be paid to the Said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns jointly and severally, firmly by these presents.

SEALED with our seals and dated this 5th day of May, 1978.

WHEREAS, the above bounden Alexander P. Rasin, III, by virtue of the power contained in a mortgage from Alfred E. Bushey to David E. Seaman and Owen K. Fox, Co-Partners trading as "Kennersley Farm", dated April 29, 1977, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 119, folio 78, and assigned to Alexander P. Rasin, III, on April 17, 1978, 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 Alexander P. Rasin, III, 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 theproceeds 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 Alexander P. Rasin, III, has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered
in the presence of:

Katherine M. Besse

Katherine M. Besse

Alexander P. Rasin, III (SEAL)
Alexander P. Rasin, III

Peerless Insurance Company

By Elizabeth C. Rollison
Elizabeth C. Rollison,
Attorney-in-Fact

PEERLESS INSURANCE COMPANY 1901 KEENE, N.H.

SURETY APPROVED AND BOND FILED ON

LIBER 2 PAGE 208

LIBER J10 PAGE 383

LIBER 10 PAGE 384

STATE OFMARYLAND, 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 208, 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 5th day of May, Nineteen Hundred and Seventy-eight.

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

ALEXANDER P. RASIN, III, Assignee
Court Street
Chestertown, Maryland 21620

Plaintiff

Vs

ALFRED E. BUSHEY
Kennersley Farm
Church Hill, Maryland 21623

Defendant

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

MARYLAND

EQUITY NO. 6159

AFFIDAVIT OF NOTICE

STATE OF MARYLAND, COUNTY OF KENT, to wit:

I HEREBY CERTIFY, That before me, the subscriber, a Notary Public of said State and County, personally appeared Alexander P. Rasin, III, Assigned in the above entitled matter, and made oath in due form of law that he has given notice by certified mail, return receipt requested, to the mortgagor defendant at his last known address (being care of Mary Bushey, Kennersley Farm, Church Hill, Maryland 21623 and being also 40860-133 Box 1000, Sandstone, Minnesota 55072). Said Assignee further made oath in due form of law that the aforesaid notice gave the place and terms of sale of the property reported herein, in compliance with Rule W74a2(c) of the Maryland Rules of Procedure, and further that said notice was actually received as per the return receipt affixed hereto.

Alexander P. Rasin III
Alexander P. Rasin, III,
Assignee

Subscribed and sworn to before me
this 5th day of May, 1978.

Virginia S. Oliff
Notary Public

My Commission Expires:
July 1st, 1978

VIRGINIA S. OLIFF
NOTARY PUBLIC
STATE OF MARYLAND
LAW OFFICES
RASIN AND RASIN
COURT STREET
CHESTERTOWN, MD. 21620
(301) 778-3636

RECEIVED
CLERK. CIRCUIT COURT
1978 MAY -8 AM 10: 30
QUEEN ANNE'S COUNTY

LIBER 10 PAGE 385

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).
- [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:
Alfred E. Bushey
40860-133 Box 1000
Sandstone, Minn. 55072

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	566646	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4. Alfred Bushey D. Sa[illegible]

DATE OF DELIVERY 4/29/78

POSTMARK 29 Apr 1978

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS Wn

☆ GOP: 1976—O-203-456

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RASIN AND RASIN
COURT STREET
CHESTERTOWN, MD. 21620

(301) 778-3515

RECEIVED
CLERK, CIRCUIT COURT
1978 MAY -8 AM 10 31
QUEEN ANNE'S COUNTY

May 8 19 78

THIS IS TO CERTIFY, That the annexed

Assignee'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 3 successive weeks before the 4 day of May 19 78

BAY PUBLISHING CORPORATION
Publishers

By Virginia Leech

Assignee's Sale

of

Waterfront Colonial Plantation Comprising 309 Acres, Historic Brick Manor House and Horse Farm Facilities

Under and by virtue of a power of sale contained in a mortgage from Alfred E. Bushey to David E. Seaman and Owen K. Fox, Co-Partners trading as "Kennersley Farm," dated April 29th, 1977, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 119, page 78, and assigned unto Alexander P. Rasin, III, Attorney, for foreclosure and collection, default having been made by the said mortgagor in complying with the terms thereof, the undersigned Assignee will offer for sale at public auction:

On The Premises In Front Of Kennersley Manor House - Church Hill, Maryland on:

Saturday, May 6, 1978

At 11:00 O'Clock A.M.

the following described real estate, to wit:

ALL that tract of land called or known as "Kennersley," "The Massey Farm," "Tully's Delight", or "Spark's Choice" situate, lying and being in the Second Election District of Queen Anne's County, in the State of Maryland, on the public road leading from Church Hill to Southeast Creek and on the public road leading from Southeast Creek to Starkley's Corner, and also on Island Creek, Southeast Creek and Back Creek, and which contains 401.637 acres of land, according to a survey prepared by Messrs. Shew and Bartlett, Engineers, Philadelphia, Pennsylvania, on July 14, 1933.

SAVING AND EXCEPTING, However, the following parcels of land:

A. All that tract of land generally known as the Marina Property, granted and conveyed unto Truman H. Newberry, II, by deed dated September 30, 1971, and recorded among the Land Records for Queen Anne's County, in Liber C.W.C. No. 58, folio 569, containing 10.103 acres of land, more or less.

B. All that tract of land generally known as the Kennersley Subdivision containing 59.475 acres of land, more or less, more particularly described in a deed dated the 29th day of April, 1977, unto Alfred E. Bushey from David E. Seaman and Owen K. Fox, Co-Partners trading as "Kennersley Farm," recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 119, folio 63.

C. All that tract of land upon which the airstrip is presently situate, more particularly described as follows:

BEGINNING for the same at a concrete monument on the southeast side of a 50' private road running from Clabber Hill Road through the lands of Kennersley, said point being the southwest corner of Lot 7 as shown on a plat entitled "Plat of the Division of Part of Kennersley," revised July 1972; and running, thence, by and with Lot 7 South 77 degreees 51 minutes 40 seconds East - 757.61' to a concrete monument and North 38 degrees 45 minutes 50 seconds East - 60.00' to an iron pipe and a new division line

LAW OFFICE
RASIN AND RA
COURT STRE
CHESTERTOWN, MD
(301) 778-35

Owen K. Fox, Co-partners, trading as "Kennersley Farm," conveying all of the remaining land and premises hereinabove described.

AND SUBJECT, MOREOVER, to the right of the owners, tenants, agents, servants, visitors, and licensees of the hereinabove lands Saved and Excepted, to use, in common with the owner, and his owners, tenants, agents, servants, visitors and licensees, the following revised right-of-way to Clabber Hill Road. The centerline of said revised right-of-way is described as follows:

BEGINNING for the same at a point in the centerline of the 50 foot private road as shown on a plat entitled "Plat of the Division of Part of Kennersley," revised July 1972, said point being South 37 degrees 16 minutes 10 seconds West 25.00 feet from a concrete monument marking the southeast corner of Kennersley Marina; and running, thence, the seven following courses and distances: (1) South 52 degrees 43 minutes 50 seconds East 030.00 feet, (2) along an arc the radius of which is 279.59 feet and the chord of which is South 34 degrees 33 minutes 20 seconds East 174.42 feet, (3) South 16 degrees 22 minutes 50 seconds East 942.84 feet, (4) along an arc the radius of which is 125.00 feet and the chord of which is South 61 degrees 22 minutes 50 seconds East 176.78 feet, (5) North 73 degrees 37 minutes 10 seconds East 179.63 feet, (6) along an arc the radius of which is 443.43 feet and the chord of which is North 86 degrees 54 minutes 25 seconds East 203.13 feet, and (7) South 79 degrees 48 minutes 20 seconds East 2243.02 feet to the centerline of Clabber Hill Road.

TOGETHER with the right to use the aforesaid airstrip in common with others, upon the payment of a proportionate part of the maintenance expenses thereon.

The property is being sold subject to a first mortgage dated April 29, 1977, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 119, folio 69, to The Equitable Life Assurance Society of the United States, in the sum of $433,500.00, plus interest from January 1, 1978, at the rate of 9½ per cent per annum.

IMPROVEMENTS

MANOR HOUSE:

Old historic "Kennersley" brick manor house, dating to 1703, beautifully and elegantly restored, and consisting of a 2½ story central section, two wings and cellar.

The Central Section has a large entrance hall with winding stairway to second floor, and a large living room and library on first floor. There are two bedrooms and two baths on second floor and a large room and a bath on third floor.

The East Wing has two guest bedrooms and bath.

The West Wing has, on the first floor, a formal dining room, kitchen, breakfast room, and enclosed heated sunporch. The second floor has three rooms and one bath.

HORSE FARM:

The farm is improved by extensive board fencing. Buildings - Two large frame modern horse barns with 36 box stalls; one large concrete 22 box stall horse barn; three large concrete silos; one frame granary; one large frame 8 stall stallion barn with attached breeding shed; large two story reinforced concrete storage building, formerly used a milk processing plant.

MISCELLANEOUS BUILDINGS and IMPROVEMENTS:

Five modern frame houses with heating and plumbing facilities and yards.

One two story attractive brick dwelling with all modern facilities and two car garage. Has a large landscaped yard.

One one-story frame guest house with fireplace, heating

between the herein described lands and other lands of Kennersley; thence, by and with said new division line South 80 degrees 00 minutes 40 seconds East - 920.86' to the center of a culvert or bridge, South 52 degrees 20 minutes 50 seconds East - 351.02', and South 31 degrees 47 minutes East - 310.55' to the lands of John L. King; thence, by and with said King lands North 79 degrees 20 minutes 50 seconds West - 2916.35' to the mean high waters of Island Creek; thence, by and with the mean high waters of said creek North 0 degrees 09 minutes 20 seconds West - 91.49' and North 14 degrees 43 minutes 50 seconds West - 305.96' to the southwest corner of Lot 5 as shown on a plat entitled "Plat of the Division of Part of Kennersley" revised July, 1972; thence, South 77 degrees 51 minutes 40 seconds East - 836.21' to the place of beginning. Containing in all 23.035 acres of land, more or less.

TOGETHER with a 50' right-of-way running from the above described lands to the 50' private road leading to Clabber Hill Road, the centerline of which is described as follows: Beginning at the end of the third line (South 80 degrees 00 minutes 40 seconds East - 920.86') of the above described lands; and running North 43 degrees 45 minutes East - 222.84', along an arc the radius of which is 374.91' and the chord of which is North 58 degrees 41 minutes 05 seconds East - 193.24', and North 73 degrees 37 minutes 10 seconds East - 256.30' to intersect the centerline of said private road at a point south 16 degrees 22 minutes 50 seconds East - 198.21' from the beginning of the third line (South 16 degrees 22 minutes 50 seconds East - 942.84') of the description of the centerline of the revised 50' private road leading from Kennersley Subdivision and Kennersley Marina to Clabber Hill Road. Said 50' right-of-way may be used by all entitled to make use of the airstrip, and their tenants, agents, servants, visitors and licensees.

BEING the same and all of the land which was granted to Alfred E. Bushey by the three following deeds, all dated the 29th day of April, 1977, and recorded among the Land Records for Queen Anne's County, Maryland, to wit: (1) Deed from David E. Seaman conveying 5.698 acres, more or less; (2) Deed from Owen K. Fox conveying 5.832 acres, more or less: and (3) Deed from David E. Seaman and

and plumbing.

One frame utility building.

One frame shop.

One small concrete block gas and oil house.

One cement block deep freeze house.

One frame wood house.

One 24 foot by 36 foot pole loafing shed.

One 24 foot by 72 foot pole loafing shed with attached corn crib.

One 24 foot by 42 foot pole loafing shed with attached corn crib.

One deep artesian well powered by 24 h.p. pump, with 11 gal. storage tank, serving as a central water supply for entire farm.

One deep auxiliary well powered by 24 h.p. pump, with 8,000 gal. storage tank.

Approximately 3/4 mile of frontage on Southeast Creek, Island Creek and Shirt Creek.

TERMS OF SALE: A deposit of Twelve Thousand ($12,000.00) Dollars in cash, certified or cashiers check at time of sale, balance due in cash, certified or cashiers check at time of settlement, which shall take place upon ratification of the sale by the Circuit Court for Queen Anne's County, Maryland. The balance due to bear interest at the rate of eight per cent (8%) per annum from the date of sale. Assignee reserves the right to accept other adequate security for above obligations. All taxes, public charges, assessments, rents, etc., to be adjusted to date of sale. Upon ratification of sale and settlement, Purchaser shall be given possession (subject, however, to the right of a tenant, if any, to harvest any crops then planted). All conveyancing, recording, revenue stamps and transfer tax to be paid by Purchaser. At the time and place of sale, Purchaser will be required to make affidavit as required by Rule BR6b3 of the Maryland Rules of Procedure.

Alexander P. Radin, III, Assignee
Court Street - Chestertown, Maryland 21620
Telephone 778-3515

4-19-3-R.O.

ALEXANDER P. RASIN, III, Asignee
Court Street
Chestertown, Maryland 21620

Plaintiff

VS

ALFRED E. BUSHEY
Kennersley Farm
Church Hill, Maryland 21623

Defendant

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

MARYLAND

EQUITY NO. 6159

RECEIVED
CLERK, CIRCUIT COURT
1978 MAY -8 AM 10 31
QUEEN ANNE'S COUNTY

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of real estate made by Alexander P. Rasin, III, Asignee, respectfully shows:

That default having occurred in the terms of the mortgage from Alfred E. Bushey to David E. Seaman and Owen K. Fox, Co-Partners trading as "Kennersley Farm", dated April 29, 1977, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 119, page 78, and assigned unto Alexander P. Rasin, III, attorney, for foreclosure and collection; the undersigned, after docketing suit for foreclosure, and after advertising the mortgaged premises and real estate for sale in the Queen Anne's County Record Observer, a newspaper printed and published in Queen Anne's County, Maryland, once in each of three successive weeks before the 6th day of May, 1978, in accordance with the Certificate of Publication of the advertisement of the sale to be filed herein, and after filing in this cause his bond to the State of Maryland, with surety approved by the Clerk of this Honorable Court, did attend, on the premises, on Saturday, May 6th, 1978, at 11:00 o'clock a.m., and after reading the aforesaid advertisement, then and there sold to David E. Seaman and Owen K. Fox, Co-Partners trading as "Kennersley Farm", the

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RASIN AND RASIN
COURT STREET
CHESTERTOWN, MD. 21620
(301) 778-3515

said property and improvements, situate in the Second Election District of Queen Anne's County, Maryland, more particularly described in this proceeding and in the aforesaid advertisement of sale, at and for the sum of Two Hundred Sixty Thousand ($260,000.00) Dollars, said purchasers being then and there the highest bidders.

The purchasers have complied with the terms of sale, as advertised, and it is believed that they will further comply with the other terms of sale upon ratification of this sale. The undersigned believes that the sale was fairly made.

The report states the amount of sale to be Two Hundred Sixty Thousand ($260,000.00) Dollars.

Respectfully submitted.

Alexander P. Rasin III
Alexander P. Rasin, III,
Assignee

STATE OF MARYLAND, COUNTY OF KENT, to wit:

I HEREBY CERTIFY, That on this 8th day of May, 1978, before me, the subscriber, a Notary Public of the County and State aforesaid, personally appeared Alexander P. Rasin, III, Assignee, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Virginia S. Oliffe
Notary Public

My Commission Expires:

July 1st, 1978

VIRGINIA S. OLIFFE NOTARY PUBLIC QUEEN ANNE'S CO. MD.

LAW OFFICES
RASIN AND RASIN
COURT STREET
CHESTERTOWN, MD. 21620
(301) 778-3515

ALEXANDER P. RASIN, III, Assignee
Court Street
Chestertown, Maryland 21620

Plaintiff

VS

ALFRED E. BUSHEY
Kennersley Farm
Church Hill, Maryland 21623

Defendant

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

MARYLAND

EQUITY NO. 6159 ~~6059~~

PURCHASER'S AFFIDAVIT

STATE OF MARYLAND, COUNTY OF KENT, to wit:

I HEREBY CERTIFY, That on this 8th day of May, 1978, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared David E. Seaman and Owen K. Fox, Co-Partners trading as "Kennersley Farm",

of Church Hill, Maryland, Purchaser (s) of the Kennersley farm property situate in the Second Election District of Queen Anne's County, Maryland, from the Assignee in the above entitled cause, and made oath in due form of law:

1. That the said David E. Seaman and Owen K. Fox, Co-Partners trading as "Kennersley Farm",

is/are the Purchaser(s) and is/are not an agent for anyone.

2. That no others are interested as principals.

3. That the said David E. Seaman and Owen K. Fox, Co-Partners trading as "Kennersley Farm",

has/have not directly or indirectly discouraged anyone from bidding for said property.

AS WITNESS my hand and Notarial Seal.

My Commission expires:
July 1st, 1978

ELIZABETH C. ROLLISON NOTARY PUBLIC KENT COUNTY, MD.

Elizabeth C. Rollison
Notary Public.

David E. Seaman Owen K. Fox
Affiant

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CLERK, CIRCUIT COURT
1978 MAY -8 AM 10 31
QUEEN ANNE'S COUNTY

LAW OFFICES
RASIN AND RASIN
COURT STREET
CHESTERTOWN, MD. 21620

(301) 778-3515

LIBER 10 PAGE 392

ALEXANDER P. RASIN, III, Assignee
Court Street
Chestertown, Maryland 21620

Plaintiff

VS

ALFRED E. BUSHEY
Kennersley Farm
Church Hill, Maryland 21623

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

MARYLAND

EQUITY NO. ~~6959~~ 6159

AUCTIONEER'S REPORT

THE Undersigned hereby certifies that he was the Auctioneer at the foreclosure sale held in the above captioned matter on Saturday, May 6th, 1978, at Kennersley Farm, Church Hill, Maryland; that the Purchaser (s) of the premises at the aforesaid sale were David E. Seaman and Owen K. Fox, Co-Partners trading as "Kennersley Farm",

and that the Purchase Price was Two Hundred Sixty Thousand ($260,000.00 Dollars.

B. Ross Rhodes

B. Ross Rhodes

RECEIVED
CLERK. CIRCUIT COURT
1978 MAY -8 AM 10 31
QUEEN ANNE'S COUNTY

LAW OFFICES
RASIN AND RASIN
COURT STREET
CHESTERTOWN, MD. 21620

(301) 778-3515

ORDER NISI ON SALE

ALEXANDER P. RASIN, III, Assignee

vs.

ALFRED E. BUSHEY

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

Cause No. 6159

ORDERED, this 8th day of May, 19 78, that the sale of the real property, made and reported in this cause by Alexander P. Rasin, III, Assignee, be ratified and confirmed, on or after the 8th day of June, 19 78, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 1st day of June, 19 78.

The report states the amount of sales to be $ 260,000.00.

Charles H. Coil Clerk

Filed May 8, 1978

CIRCUIT COURT

QUEEN ANNE COUNTY

CENTREVILLE, MARYLAND

EXCEPTION TO THE RADIFICATION OF SALE

NOW COMES ALFRED E. BUSHEY, PRESIDENT OF KENNERSLEY STUD FARM INC. AND WISHES TO FILE EXCEPTION TO THE RADIFICATION OF SALE, MAY 6, 1978, IN CHANCERY 6159, CIRCUIT COURT FOR QUEEN ANNE COUNTY, MARYLAND.

SIGNED AND ENTERED ON THIS 25th DAY OF MAY 1978.

Alfred E Bushey

ALFRED E. BUSHEY
P.O. BOX 1000
SANDSTONE, MINNESOTA
55072

RECEIVED
CLERK. CIRCUIT COURT
1978 MAY 31 AM 9:37
QUEEN ANNE'S COUNTY

Ch 6159

KNOW ALL MEN BY THESE PRESENTS, That I, Alexander P. Rasin, III, Attorney at Law, Court Street, Chestertown, Maryland 21620, as Principal, and the PEERLESS INSURANCE COMPANY, Keene, New Hampshire, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten thousand ($10,000.00)(Additional Bond) 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 and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 26th day of May, 1978.

WHEREAS, the above bounden Alexander P. Rasin, III, by virtue of the power contained in a mortgage from Alfred E. Bushey to David E. Seaman and Owen K. Fox, Co-Partners trading as "Kennersley Farm', dated April 29, 1977, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 119, folio 78, and assigned to Alexander P. Rasin, III, on April 17, 1978, is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specificed, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Alexander P. Rasin, III, 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 Alexander P. Rasin, III, has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-fact, the day and year first herein above written.

Signed, sealed, and delivered
in the presence of:

Katherine M. Besse

Katherine M. Besse

Alexander P. Rasin III (SEAL)
Alexander P. Rasin, III

PEERLESS INSURANCE COMPANY

By Elizabeth L. Rollison
Attorney-in-fact

PEERLESS INSURANCE COMPANY 1901 KEENE, N.H.

SURETY APPROVED AND BOND FILED ON

SURETY APPROVED AND BOND FILED ON 6/9/78

LIBER 2 PAGE 222

LIBER 9 10 PAGE 395

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 222, a Bond Record Book for Queen Anne's County.

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 9th day of June, Nineteen Hundred and Seventy-eight.

Charles W. Cecil

Clerk of the Circuit Court for
Queen Anne's County

ALFRED E. BUSHEY
P. O. Box 1000 40860-133
MONTGOMERY, PENNSYLVANIA 17752

OFFICIAL BUSINESS

POSTAGE AND FEES PAID
F. B. P.
JUS-434

MR CHARLES W. CECIL
CLERK, CIRCUIT COURT
FOR QUEEN ANNE COUNTY
CENTREVILLE, MARYLAND
21617

87

JUNE 16, 1978
ALFRED E BUSHEY
40860-133
P.O. BOX 1000
MONTGOMERY, PENNSYLVANIA.
17752

MR CHARLES W. CECIL
CLERK CIRCUIT COURT
FOR QUEEN ANNE COUNTY
CENTREVILLE, MARYLAND. 21617

DEAR MR CECIL:

YOU ARE HEREBY ORDERED TO WITHDRAW THE EXCEPTION TO THE FORECLOSURE SALE OF KENNERSLEY STUD FARM. CHANCERY NUMBER 6159. I WISH THE WITHDRAWAL OF THE EXCEPTION TO BE IN EFFECT AS OF TODAYS DATE.

THANK YOU
Alfred E Bushey

RECEIVED
CLERK. CIRCUIT COURT
1978 JUN 19 AM 9:55
QUEEN ANNE'S COUNTY

WITNESS
James D. Coleman 6/16/78

LIBER 10 PAGE 397

LIBER 10 PAGE 398

.....June 19,..... 19..78

THIS IS TO CERTIFY, That the annexed

....Order NISI Alfred E. Bushey 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 .25..... day of May ..... 19..78....

BAY PUBLISHING CORPORATION
Publishers

By . Debbie Morris

ORDER NISI ON SALE
ALEXANDER P. RASIN, III, Assignee
vs.
ALFRED E. BUSHEY
In The Circuit Court for
Queen Anne's County
In Equity
Cause No. 6159

ORDERED, this 8th day of May, 1978, that the sale of the real property, made and reported in this cause by Alexander P. Rasin, III, Assignee, be ratified and confirmed, on or after the 8th day of June, 1978, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 1st day of June, 1978.

The report states the amount of sales to be $260,000.00.

Charles W. Cecil, Clerk

Filed May 8, 1978
True Copy, Test:
Charles W. Cecil, Clerk
By: Betty M. Comegys
Deputy Clerk

5-10-3-R.O.

RECEIVED
CLERK, CIRCUIT COURT
1978 JUN 19 PM 3:41
QUEEN ANNE'S COUNTY

ALEXANDER P. RASIN, III, Assignee
Court Street
Chestertown, Maryland 21620

Plaintiff

VS

ALFRED E. BUSHEY
Kennersley Farm
Church Hill, Maryland 21623

Defendant

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

MARYLAND

EQUITY NO. 6159

FINAL ORDER OF RATIFICATION

ORDERED by the Circuit Court for Queen Anne's County, Maryland, in Equity, this 19th day of June, 1978, that the sale of real estate made and recorded in this cause by Alexander P. Rasin, III, 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 preceeding Order Nisi, and the said Alexander P. Rasin, III, Assignee, is allowed the usual commission and the proper expenses, not personal, as he shall produce vouchers for to the auditor.

B. Hackett Turner Jr.
Judge

RECEIVED
CLERK. CIRCUIT COURT
1978 JUN 19 PM 3:41
QUEEN ANNE'S COUNTY

LAW OFFICES
RASIN AND RASIN
COURT STREET
CHESTERTOWN, MD. 21620
(301) 778-3515

LIBER 10 PAGE 400

ALEXANDER P. RASIN, III, Assignee Court Street Chestertown, MD 21620 Plaintiff	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
VS.	*	
ALFRED E. BUSHEY Kennersley Farm Church Hill, MD 21623 Defendant	*	EQUITY NO. 6159

MOTION FOR FEE

J. Thomas Clark, the Auditor in this case, states:

1. That the total amount in this sale is $260,000.00.

2. That in view of what has to be done in the stating of this account, your auditor feels that he should receive a fee of $250.00

WHEREFORE your Petitioner prays:

1. That the Court pass an Order allowing the Petitioner a sum of $250.00 for his services as Auditor in this case.

Respectfully submitted,

RECEIVED
CLERK. CIRCUIT COURT
1978 JUL 18 PM 2:13
QUEEN ANNE'S COUNTY

J. Thomas Clark, Auditor

ORDER OF COURT

UPON the aforegoing Motion for Auditor's fees, IT IS THIS 18th day of July, 1978, by the Circuit Court for Queen Anne's County, ORDERED that J. Thomas Clark, Auditor be paid an auditor's fee of $250.00, in Equity No. 6159 in the Circuit Court for Queen Anne's County; and David E. Seaman and Owen K. Fox, Co-Partners trading as "Kennersley Farm" shall have until the 4th day of August, 1978, to file an exception with the Circuit Court for Queen Anne's County.

B. Hackett Turner Jr.
JUDGE

RECEIVED
CLERK. CIRCUIT COURT
1978 JUL 18 PM 2:13
QUEEN ANNE'S COUNTY

ALEXANDER P. RASIN, III Assignee	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR
Vs.	*	QUEEN ANNE'S COUNTY
ALFRED E. BUSHEY	*	
Defendant	*	EQUITY NO. 6159

* * * * * * * * *

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 Alexander P. Rasin, III, Assginee, wherein it appears that the proceeds of salre are insufficient to pay the indebtedness; the deficienty being in the amount of $618,950.46.

2. Taht in the within account of Alexander P. Rasin, III, Assignee in the sale of land, charged with the proceeds of sale made by him, and he is allowed his commissions for sale of land, his fee for mortgage, the court costs paid in this cause, the court costs due in this cause, the premiums on the bond, the costs paid for advertising said sale and Order Nisi, the fee due the auctioneer for crying said sale, the fee of your auditor, per order of court, and the balance was credited toward the mortgage indebtedness. Alexander P. Rasin, III, Assignee, collected the rents from the tenants in the total amount of $2,430.84 and then paid to the Centreville Electric Plant $204.32 leaving a balance of $2,226.32, which is to be credited by the assignee to the account of the Mortgagees.

Respectfully submitted,

J. Thomas Clark

July 18, 1978

J. Thomas Clark, Auditor

RECEIVED
CLERK. CIRCUIT COURT
1978 JUL 18 PM 2:13
QUEEN ANNE'S COUNTY

CAUSE NO. 6159

The proceeds of sale of land reported in this cause in account with Alexander P. Rasin, III, Assignee in the sale of said land, and vendor of said land.

CR.

1978 May 8	By Proceeds of sale of land, per report of said vendor, to wit----------	
	Interest on deferred balance of purchase price	$260,000.00
	Interest on down payment	2,772.16
	Prorated taxes, prepaid	165.62
		488.70
		$263,426.48

DR.

To Alexander P. Rasin, III, Assignee for		
1. counsel fee in mortgage	$ 100.00	
2. commission on said sale balance waived	4,900.00	$5,000.00
To do for an amount paid Charles W. Cecil, Clerk for		
1. Advanced filing fee	40.00	
2. Recording assignment	7.00	47.00
To do for an amount due Charles W. Cecil, Clerk for		
1. Additional costs	74.00	
2. Appearance fee	10.00	84.00
To do for an amount due The Hogans Agency, Inc. for bond premium which includes the additional premium		1,297.00
To do for an amount due Ross Rhodes, Auctioneer for crying said sale		200.00
To do for an amount paid Queen Anne's Record Observer for		
1. Advertising said sale	270.00	
2. Order Nisi	36.75	306.75
To do for an amount paid Delaware State News for Advertising said sale		18.90

July 18, 1978

J. Thomas Clark
Auditor

To do for an amount due J. Thomas Clark for fee for Stating this account per order of court $250.00

To do for an amount due David E. Seaman and Owen K. Seaman, co-partners trading as "Kennersley Farms" for partial payment on mortgage indebtedness which is in the total amount of $875,173.29 256,222.83

$263,426.48 $263,426.48

July 18, 1978

J Thomas Clark
Auditor

ALEXANDER P. RASIN, III, Assignee
Court Street
Chestertown, MD 21620
Plaintiff

VS.

ALFRED E. BUSHEY
Kennersley Farm
Church Hill, MD 21623
Defendant

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

EQUITY NO. 6159

* * * * * * * * * * *

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on July 18, 1978, 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:

Alexander P. Rasin, III, Esquire
Court Street
Chestertown, MD 21620

Alfred E. Bushey
Kennersley Farm
Church Hill, MD 21623

David E. Seaman
Kennersley Farm
Church Hill, MD 21623

Owen K. Fox
Kennersley Farm
Church Hill, MD 21623

Pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify each of them, that said account was filed on July 18, 1978, with the Clerk of the Court, Centreville, Maryland, and the exceptions to said audit must be filed on or before August 2, 1978, and that if no exceptions are filed within such fifteen-day period, the account may thereupon be ratified on August 3, 1978.

J. Thomas Clark
Auditor

RECEIVED
CLERK. CIRCUIT COURT
1978 JUL 18 PM 2:13
QUEEN ANNE'S COUNTY

ALEXANDER P. RASIN, III, Assignee	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
	*	No. 6159
ALFRED E. BUSHEY	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 18th day of July, 19 78, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 3rd day of August, 19 78, 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 July 18, 1978

[LIBER 10 PAGE 406]

ALEXANDER P. RASIN, III, Assignee
Court Street
Chestertown, MD 21620
Plaintiff

VS.

ALFRED E. BUSHEY
Kennersley Farm
Church Hill, MD 21623
Defendant

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

EQUITY NO. 6159

* * * * * * * * * *

CERTIFICATE OF NOTICE MAILED

The undersigned Court Auditor hereby certifies that on July 21, 1978, he did by U. S. Frist Class Mail notify the following interested party that the audit in the above-entitled cause was filed on July 18, 1978, to wit:

Alfred E. Bushey
40860-133
P.O. Box 1000
Montgomery, PA 17752

Pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify him that said account was filed on July 18, 1978, with the Clerk of the Court, Centreville, Maryland, and the exceptions to said audit must be filed on or before August 2, 1978, and that if no exceptions are filed within such fifteen-day period, the account may thereupon be ratified on August 3, 1978.

J. Thomas Clark, Auditor

RECEIVED
CLERK. CIRCUIT COURT
1978 JUL 21 PM 3:16
QUEEN ANNE'S COUNTY

ALEXANDER P. RASIN, III, Assignee	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
	*	No. 6159
ALFRED E. BUSHEY	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 3rd day of August, 19 78, by the Court that the account of the Auditor is finally ratified and confirmed, and Alexander P. Rasin, III, 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. Cole Clerk

Filed August 3, 1978

LIBER 10 PAGE 408

NANCY KLINE YATES Pioneer Point Centreville, Maryland 21617, PLAINTIFF	*	In the Circuit Court for
VS.	*	Queen Anne's County
THE UNKNOWN HEIRS OR DEVISEES OF JAMES W. SENEY, deceased, and THE UNKNOWN HEIRS OR DEVISEES OF WILLIAM SENEY, deceased,	*	in Equity
DEFENDANTS	*	Cause No. 6102

BILL TO QUIET TITLE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

DEC 19-77 * 29641 *****40.00
DEC 19-77 A 29641 *****40.00

Your Oratrix, complaining, says:

1. That your Oratrix is in constructive and peaceable possession under color of title of all that unimproved lot or parcel of land formerly called or known as "The James W. Seney Property", more recently as "The Daniel Seney Property", situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, on the left side of the public road leading from Ruthsburg to Bridgetown, bounded on the east by land of or formerly of Alfred Handy, on the west by Jarman's Branch, on the north by land of or formerly of William R. Wilson and on the south by said road, containing one acre, two roods and six square perches of land, more or less, being the same land which was granted to James W. Seney by William H. Barwick and wife by deed dated August 5, 1904 and recorded among the land records of Queen Anne's County in Liber J.E.G. No. 6, folio 432; being also the same land which was granted by Daniel Seney, single, to Earl Boyce by deed dated October 25, 1944 and recorded among said land records in Liber A.S.G. No. 10, folio 230; being also the same land which was granted to Linwood C. Yates by Elsie Coard, Personal Representative of the Estate of Earl Boyce, deceased, by deed dated January 30, 1973 and recorded among said land records in Liber C.W.C. No. 70, folio 622; being also the same land which was granted to your Oratrix by Nancy Kline Yates and J. Grant Yates, Personal Representatives of the Estate of Linwood C. Yates, deceased, as Parcel No. 2, by the Deed of Distribution dated July 29, 1975 and recorded among said land records in Liber C.W.C. No. 95, folio 595; and being also the same land which is described as follows by a survey thereof made by J. R. McCrone, Jr., Inc. in December 1975:

RECEIVED
CLERK, CIRCUIT COURT
1977 DEC 19 PM 1:49
QUEEN ANNE'S COUNTY

BEGINNING FOR THE SAME at an iron pipe set at the intersection of the division line between the lands of Mary I. Boyce (see T.S.P. 21/543), the herein described line of agreement and the northernmost side of Bridgetown Road, as shown on a plat attached hereto and intended to be recorded herewith;

THENCE, leaving said beginning point so fixed and binding on the aforesaid Bridgetown Road, South 87° 42' 09" West 113.40 feet to a point of curve;

THENCE, leaving said point and still binding on the aforementioned Bridgetown Road, with the arc of a curve to the right, the chord of which is South 89° 12' 30" West 38.67 feet, a radius length of 735.74 feet and an arc length of 38.68 feet to a point of tangency;

THENCE, leaving said point and still binding on the aforesaid road, North 89° 17' 08" West 203.29 feet to a point at the intersection of the center of Jarmans' Branch and the aforementioned northernmost side of Bridgetown Road;

THENCE, leaving said road and binding on the aforesaid centerline of Jarmans' Branch, North 03° 26' 18" East 157.39 feet to a point;

THENCE, leaving said point and still binding on the aforementioned centerline of Jarmans' Branch, the following five (5) courses and distances:
North 74° 30' 57" East 36.98 feet to a point,
North 43° 14' 57" East 37.68 feet to a point,
North 25° 54' 08" East 48.01 feet to a point,
North 46° 30' 34" East 61.69 feet to a point and
North 73° 25' 01" East 49.30 feet to an iron pipe set;

THENCE, leaving said iron pipe and binding on the division lines between the lands of the aforementioned Mary I. Boyce and the herein described lands, North 78° 28' 22" East 86.36 feet to an iron pipe set at the beginning of the first mentioned line of agreement;

THENCE, leaving said iron pipe and binding on the aforesaid division line, South 15° 41' 24" East 320.80 feet to the place of beginning. Containing in all 1.846 acres of land, more or less.

Originals or photocopies of the abovementioned deeds and of the plat of said survey are filed herewith, marked respectively in the order mentioned as Exhibits A, B, C, D and E, and are prayed to be taken as parts of this Bill of Complaint.

LIBER 10 PAGE 409

2. That your Oratrix is advised and avers that Daniel Seney, grantor in the deed to Earl Boyce (Exhibit B) was a nephew of James W. Seney, grantee in the deed from William H. Barwick and wife (Exhibit A); that James W. Seney died, a resident of Queen Anne's County, in or about the year 1905, leaving no descendant surviving him; that William Seney, another nephew of James W. Seney, survived him and died many years ago; that your Oratrix has not learned of any potential heirs of James W. Seney except for his two said nephews; that she has no information respecting the heirs of William Seney, nor respecting the existence of any Will made by either James W. Seney or William Seney.

3. That your Oratrix is also in constructive and peaceable possession of said real estate under claim of right by reason of her and her predecessors' adverse possession for a period in excess of twenty (20) years since the date of the deed from Daniel Seney to Earl Boyce (Exhibit B).

4. That your Oratrix has tried in vain to sell said real estate, potential buyers having denied her title owing to her lack of information concerning the purported ownership by Daniel Seney, although she is advised that Daniel Seney was in undisputed possession for many years leading up to his conveyance of the property.

TO THE END, THEREFORE:

(A) That your Honors pass a decree that your Oratrix has absolute ownership and the right of disposition of said property; and

(B) That Defendants be enjoined from asserting any claim of title to said property by any action at law or otherwise.

And, as in duty bound, etc.

Howard Wood

(Howard Wood)
Attorney for Plaintiff
119 Lawyers Row
Centreville, Maryland 21617
Tel.: 301-758-1460

ORDER OF COURT

ORDERED, this 20th day of December, 1977, by the Circuit Court for Queen Anne's County in Equity, that an Order of Publication be issued against the Defendants, their whereabouts being unknown, and that the Sheriff set up a copy of said Order of Publication upon the land and thereafter file his certificate in this cause proving the fact and date of posting.

FILED
DEC 20 1977

Leon B. Kaminski
JUDGE

[illegible]

[illegible] hand and seal this second day of [illegible] Anne E. Wheeler

Queen Anne's County, to wit: Be it remembered that on the fifth day of September in the year Nineteen hundred and seven the following Assignment was brought to be recorded, to wit:

For value received I hereby assign the within mortgage and note collateral to same, to James T. Earle to the extent of Two hundred and twelve dollars and ninety-five cents ($212.95) thirty seven dollars and five cents having been paid and hereby included as a credit on principal mortgage debt.

Witness my hand and seal this 5th day of September in the year nineteen hundred and seven.

Test: L. D. Feddeman

Mary E. Feddeman

Queen Anne's County, to wit: Be it remembered that on the 18th day of December in the year Nineteen Hundred and Seven, the following Assignment was brought to be recorded, to wit: For value received having assigned and transferred unto Chester C. Wheeler and Francis Edward Wheeler, infants, the principal note secured hereunder to the extent of two hundred dollars being the amount now due thereunder, the balance thereof having been paid I do hereby transfer and assign the within and aforegoing mortgage unto the said Chester C. and Francis Edward Wheeler, infants, share and share alike. Witness my hand and seal this fourth day of December, in the year nineteen hundred and seven.

Test: Edwin H. Brown Jr.

James T. Earle

Queen Anne's County, to wit: Be it remembered that on the sixth day of August in the year Nineteen Hundred and four the following Deed was brought to be recorded, to wit:

This Deed, made this fifth day of August in the year nineteen hundred and four by William H. Barwick and Susie Barwick, his wife of Queen Anne's County, in the State of Maryland, Witnesseth, that in consideration of the sum of Twenty Five dollars, the receipt of which is hereby acknowledged, the said William H. Barwick and Susie Barwick his wife, of County and State aforesaid, doth grant and convey unto James W. Seney, his heirs and assigns in fee simple, all of that lot, tract, part or parcel of land described as follows: Beginning for the same in the center of the public road leading from Ruthsburg to Bridgetown in the Sixth Election District of Queen Anne's County aforesaid and on the left of the said road, at a point in the center of Jarmans Branch Bridge and running with the center of the said Branch north five degrees east nine rods north forty degrees east sixteen rods to division fence with William H. Barwick, thence with said division fence south twenty four degrees east twenty one rods to the center of the public road, thence with the center of the said public road south eighty two degrees west twenty and seven tenths rods to the place of beginning, containing one acre, two roods and six square perches of land the above described land being a part of that tract of land conveyed to William H. Barwick by John B. Thomas and others, said deed being recorded in Liber W.D. # 3, folio 562 &c. A Land Record Book for Queen Anne's County. Together with the rights and appurtenances thereto belonging or in any wise appertaining. To have and to hold the said lot of land and premises together with the rights and appurtenances, unto the use and benefit of the said James W. Seney, in fee simple. And the said William H. Barwick and Susie Barwick his wife hereby covenant that they will warrant generally and specially the property hereby granted and that they will execute such further assurances of the same as may be requisite.

Witness the hand and seal of the said grantors.

Test: B. Emory, Jr.

William H. Barwick

Susie Barwick

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

I hereby certify that on this fifth day of August in the year nineteen hundred and four, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid personally appeared William H. Barwick and Susie Barwick and did each acknowledge the foregoing deed to be their respective act.

B. Emory Jr. JP

JEG
6/432

EXHIBIT A

EXAMINER'S EXHIBIT A

THIS DEED, made this twenty-fifth day of October in the year nineteen hundred and forty four between Daniel Seney, single man, of Queen Anne's County in the State of Maryland, party of the first part and Earl Boyce of the same place, party of the second part, ... WITNESSETH: . . . . . THAT the said Daniel Seney, party of the first part, for and in consideration of the sum of Fifty Dollars, to him in hand paid, at or before the delivery of this Deed, the receipt of which is hereby acknowledged, does hereby grant and convey unto the said party of the second part, said Earl Boyce, his heirs and assigns forever, in fee simple, ... ALL that lot or parcel of land formerly called or known as "The James W. Seney Property" and more lately called or known as "The Daniel Seney Property" situate, lying and being in the Sixth Election District of Queen Anne's County in the State of Maryland, on the left side of the public road leading from Ruthsburg to Bridgetown in Caroline County, bounded on the east by the land of Alfred Handy, bounded on the west by the waters of Jarman's Branch, bounded on the north by the land of William R. Wilson and bounded on the south by said road, containing one acre, two roods and six square perches of land, more or less.

For a description of this land by metes and bounds, courses and distances, reference is hereby made to the deed given by William H. Barwick and Susie Barwick, his wife, to one James W. Seney, dated August 5, 1904 and recorded in Liber J. E. G. No. 6 8, a land record book of Queen Anne's County at folio 432.

TOGETHER with the buildings and improvements thereon and all the roads, rights, ways, waters, privileges, advantages 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 said Earl Boyce, his heirs and assigns in fee simple and for no other purpose or intent whatsoever.

AND the said Daniel Seney covenants that he will warrant generally the property hereby granted and conveyed; that he is seised of said land; that he has done no act to encumber said property and that he will execute such further assurances of said land as may be requisite.

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

Test: Delha Dancy Rolph. Daniel Seney (SEAL)

Delha Dancy Rolph DANIEL SENEY.

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

I hereby certify that on this 25th day of October in the year nineteen hundred and forty four, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Daniel Seney, the above named Grantor, and he did acknowledge the aforegoing DEED to be his act.

IN WITNESS WHEREOF I do hereunto subscribe my name and affix my Seal Notarial the day and year above written.

DELHA DANCY ROLPH NOTARY PUBLIC QUEEN ANNE'S COUNTY, MD.

Delha Dancy Rolph
Delha Dancy Rolph
NOTARY PUBLIC.

LIBER 10 PAGE 414

LIBER 70 PAGE 622

No. 71.2521
No. 49715 RECEIVED FOR RECORD 2 Oct 1973 10:15 A.M.

THIS DEED, Made this 30th day of January, 1973, by ELSIE COARD, Personal Representative of the Estate of Earl Boyce, late of Queen Anne's County, deceased.

WHEREAS, the said Earl Boyce departed this life on the 22nd day of January, 1972, intestate, seized and possessed of the hereinafter described real estate; and thereafter, on the 15th day of August, 1972, the said Elsie Coard was appointed Personal Representative of the estate of Earl Boyce, deceased, by the Orphans' Court of Queen Anne's County, under Small Estate No. 56; and

WHEREAS, on January 16, 1973, the said Elsie Coard, Personal Representative of the Estate of Earl Boyce, sold by public sale, here, in front of the Court House of Queen Anne's County, the said hereinafter described real estate to Linwood C. Yates for the price of Three Hundred and Eighty Dollars ($380.00).

NOW THEREFORE, THIS DEED WITNESSETH, that for and in consideration of the sum of Three Hundred Eighty Dollars ($380.00) the receipt of which is hereby acknowledged, the said Elsie Coard, Personal Representative, does hereby grant and convey unto Linwood C. Yates, his heirs and assigns, in fee simple, all of the following described real estate, to wit:

ALL that lot or parcel of land formerly called or known as "The James W. Seney Property" and more lately called or known as "The Daniel Seney Property" situate, lying and being in the Sixth Election District of Queen Anne's County in the State of Maryland, on the left side of the public road leading from Ruthsburg to Bridgetown in Caroline County, bounded on the east by the land of Alfred Handy, bounded on the west by the waters of Jarman's Branch, bounded on the north by the land of William R. Wilson and bounded on the south by said road, containing one acre, two roods and six square perches of land, more or less.
For a description of this land by metes and bounds, courses and distances, reference is hereby made to the deed by William H. Barwick and Susie Barwick, his wife, to one James W. Seney, dated August 5, 1904 and recorded in Liber JEG No. 6, folio 432, a land record book of Queen Anne's County.

BEING the same and all the land granted and conveyed from Daniel Seney to Earl Boyce, by Deed dated October 25, 1944, and recorded among the Land Records of Queen Anne's County in Liber ASG,JR. No. 10, folio 230.

TOGETHER with the buildings and improvements thereon erected, made or being, and all and every, the rights, ways, alleys, 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 and appertaining unto and to the proper use and benefit of the said Linwood C. Yates, his heirs and assigns, in fee simple.

EXHIBIT C
EXAMINER'S EXHIBIT C

WITNESS the hand and seal of the said Grantor.

WITNESS:

Karen Miles Emerson Elsie Coard (SEAL)
Elsie Coard
Personal Representative of the
Estate of Earl Boyce

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

I HEREBY CERTIFY, that on this 30th day of January, 1973, before me, the subscriber, a Notary Public of the State of Maryland in and for the County of Talbot, personally appeared Elsie Coard, Personal Representative of the Estate of Earl Boyce, deceased, and duly acknowledged that she executed the said deed for the purposes therein contained, and further acknowledged said instrument to be her act.

AS WITNESS my hand and Notary Seal.

KAREN MILES EMERSON NOTARY PUBLIC Talbot Co., Md.

Karen Miles Emerson
Notary Public

My commission expires: July 1, 1974

TAX $ 1.90 REC. # 4 9718 FEB -1 '73 [signature]
STATE PROPERTY TRANSFER CLERK

LIBER 70 PAGE 623

10 PAGE 415

DOCUMENT NO. 79881

THIS DEED OF DISTRIBUTION, made this 29th day of July, 1975, by NANCY K. YATES and J. GRANT YATES, JR., Personal Representatives of the Estate of Linwood C. Yates, deceased, late of Queen Anne's County, State of Maryland.

WHEREAS, the said Linwood C. Yates, late of Queen Anne's County, State of Maryland, died testate on December 18, 1973, seized and possessed of the hereinafter described real estate leaving a last will and testament dated February 23, 1973, which was admitted to administrative probate on December 20, 1973, and is recorded among the will records of said Queen Anne's County in Liber M.E.W. No. 1, folio 449; and

WHEREAS, the provisions of said last will and testament were construed by the Circuit Court, Queen Anne's County, in the matter entitled "Nancy Klines Yates, et. al., vs. Linwood C. Yates, Jr., et. al., " being No. 5526 on the Chancery Docket of said Court; and

WHEREAS, the said Nancy Kline Yates did on the 24th day of Sept. 1974, file her election to take her marital share of the estate of her decedent; and

WHEREAS, the said Nancy Kline Yates and J. Grant Yates, Jr., were appointed Personal Representatives of the Estate of Linwood C. Yates, deceased, on December 20, 1973, and they continue to serve in that capacity; and

WHEREAS, the said Nancy Klines Yates and J. Grant Yates Jr., Personal Representatives as aforesaid, have been authorized by the Orphans' Court for Queen Anne's County to distribute the real estate in the Estate of Linwood C. Yates, deceased, to the proper beneficiaries in kind, and in furtherance thereof, the Personal Representatives intend by these presents to make a partial distribution of said assets.

NOW, THEREFORE, THIS DEED OF DISTRIBUTION WITNESSETH: That for and in consideration of the premises and the sum of One Dollar ($1.00), the receipt of which is hereby acknowledged, and in compliance with the requirements of Section 9-105, Estates and Trusts Article of the Annotated Code of Maryland, the said Nancy Kline Yates and J. Grant Yates, Jr., Personal Representatives as aforesaid, do hereby assign, transfer, release, bargain, sell, grant and convey all of the right, title, interest and estate of the said Linwood C. Yates, deceased, late of Queen Anne's County, State of Maryland, in the hereinafter described real estate unto the said NANCY KLINE YATES, her heirs and assigns, in fee simple, said real estate being described as follows, to wit:

PARCEL ONE: An undivided one-half (1/2) interest as a tenant in common with Edward A. Rawinisz, in all of that lot or parcel of land situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, and known as Lot 9, Block R, Kent Island Estates, Section 2, which lot is more particularly described in a deed dated June 8, 1971, from James B. Parker to Edward A. Rawinisz and Linwood C. Yates, and recorded among the land records of said Queen Anne's County in Liber C.W.C. No. 56, folio 179.

PARCEL TWO: All that lot or parcel of land situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, on the left side of the public road from Ruthsburg to Bridgetown, containing 1 acre, 2 roods and

EXHIBIT D

EXAMINER'S EXHIBIT D

6 square perches of land, more or less, and which is more particularly described in the deed dated January 30, 1973, from Elsie Coard, Personal Representative, to Linwood C. Yates, and recorded among said land records in Liber C.W.C. No. 70, folio 622.

PARCEL THREE: All that lot of land situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, in Pondtown on the northerly side of the Pondtown to I. B. Public Road, containing 1 acre of land, more or less, and which is more particularly described in the deed dated September 26, 1974, from Oscar A. Schulz, Treasurer, to Nancy Kline Yates and J. Grant Yates, Jr., Personal Representatives, and recorded among said land records in Liber C.W.C. No. 87, folio 664.

PARCEL FOUR: All that lot or parcel of land situate, lying and being in the Town of Centreville, in the Third Election District of Queen Anne's County, State of Maryland, fronting on Holton Street being Lot No. 2 of the Keating Lots and known as 106 Holton Street, and which is more particularly described in a deed from Oscar A. Schulz, Treas er, to Nancy Kline Yates and J. Grant Yates, Jr., Personal Representatives, by deed dated September 26, 1974, and recorded among said land records in Liber C.W.C. No. 87, folio 662.

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 WITNESS WHEREOF, we hereby set our hands and seals.

TEST:

David C. Bryan — Nancy Kline Yates (SEAL)
Nancy Kline Yates

David C. Bryan — J. Grant Yates, Personal Representatives of the Estate of Linwood C. Yates, deceased (SEAL)

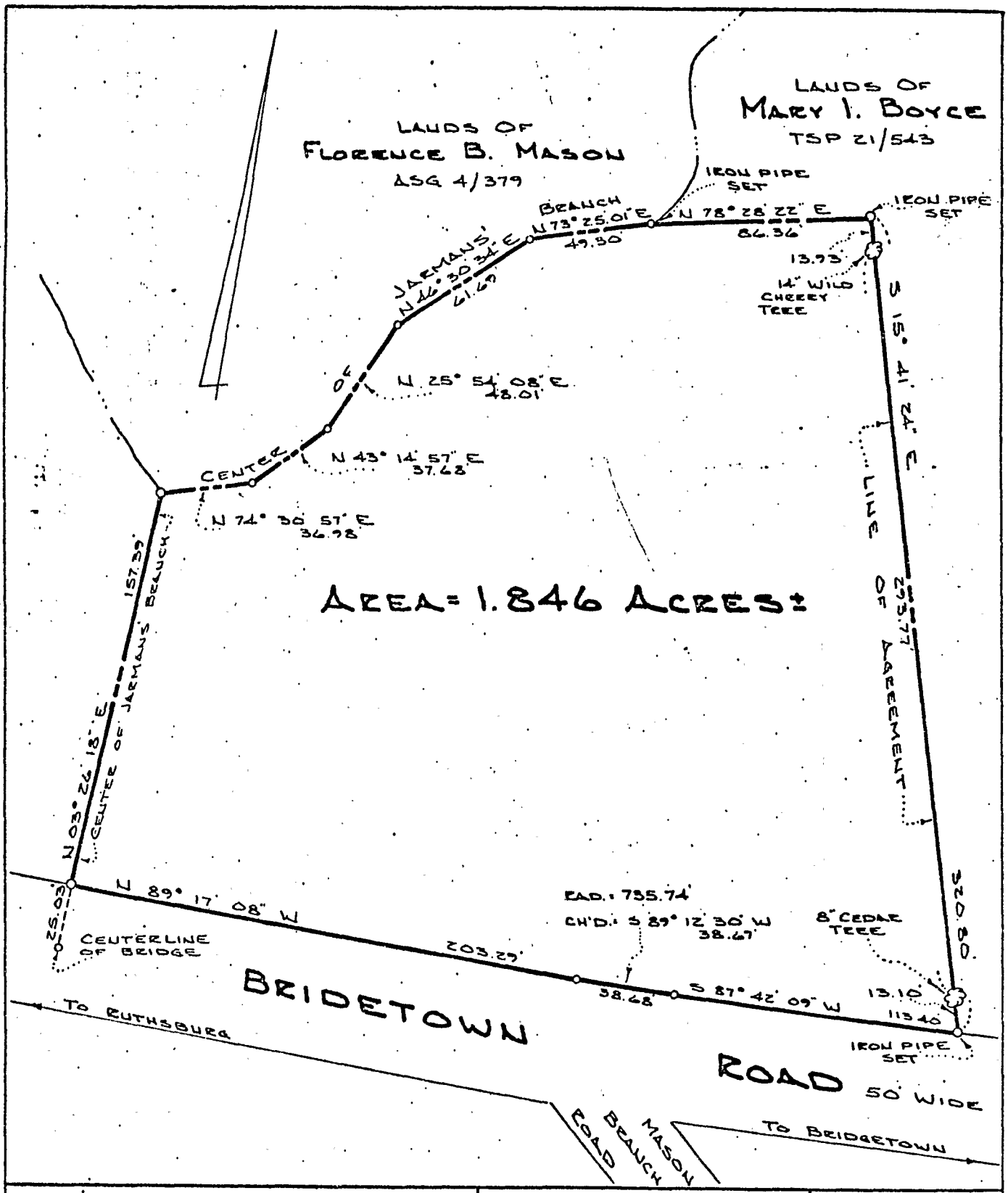
STATE OF MARYLAND)
) To Wit:
QUEEN ANNE'S COUNTY)

On this the 29th day of July, in the year nineteen hundred seventy-five, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Nancy Kline Yates, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and she acknowledged that she is one of the Personal Representatives of the Estate of Linwood C. Yates, deceased, and that she executed the aforegoing deed in the capacity therein stated for the purposes therein contained.

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

DAVID C. BRYAN NOTARY PUBLIC QUEEN ANNES CO., MD.

David C. Bryan
Notary Public
My Commission Expires July 1, 1978



SURVEY OF THE LANDS OF NANCY K. YATES 6TH DISTRICT, QUEEN ANNE'S COUNTY, MARYLAND	J. R. McCRONE, JR., INC. REGISTERED PROFESSIONAL ENGINEERS AND SURVEYORS ANNAPOLIS, MARYLAND PRINCE FREDERICK CHESTERTOWN TRAPPE LEONARDTOWN BOWIE	DRAWN BY SCHRADER SCALE 1" = 50' DATE DEC. 1975 JOB NO. 7473630 FOLDER 1097

FORM #1

SUBDIVISION PLAT RECORDED IN PLAT BOOK PAGE

EXHIBIT E

EXAMINER'S EXHIBIT E

NANCY KLINE YATES,	*	In the Circuit Court for
PLAINTIFF	*	
VS.	*	Queen Anne's County
THE UNKNOWN HEIRS OR DEVISEES OF JAMES W. SENEY, deceased, and THE UNKNOWN HEIRS OR DEVISEES OF WILLIAM SENEY, deceased,	*	in Equity
DEFENDANTS	*	Cause No. 6102

ORDER OF PUBLICATION

This is to give notice that on the day of December, 1977, a Bill of Complaint was filed in the Circuit Court for Queen Anne's County by the Plaintiff against the Defendants. The Bill of Complaint alleges in substance that Plaintiff is in constructive and peaceable possession under color of title of the unimproved land, formerly known as the James W. Seney property, more recently as the Daniel Seney property, in the Sixth Election District of Queen Anne's County, Maryland, on the left side of the public road from Ruthsburg to Bridgetown containing 1 acre, 2 roods and 6 perches, more or less, which was granted to James W. Seney by William H. Barwick and wife by deed dated August 5, 1904 and recorded in Liber J.E.G. No. 6, folio 432, and later granted by Daniel Seney, single, to Earl Boyce by deed dated October 25, 1944 and recorded in Liber A.S.G. No. 10, folio 230; being also the same land which was granted to Linwood C. Yates by Elsie Coard, Personal Representative of the Estate of Earl Boyce, deceased, by deed dated January 30, 1973 and recorded in Liber C.W.C. No. 70, folio 622, and later granted to Plaintiff by the Personal Representatives of the Estate of Linwood C. Yates, deceased, as Parcel No. 2 by Deed of Distribution dated July 29, 1975 and recorded in Liber C.W.C. No. 95, folio 595, and which is described by survey of J. R. McCrone, Jr., Inc., dated December 1975, by metes and bounds, courses and distances, set forth in said Bill of Complaint, containing 1.846 acres, more or less; also that Plaintiff is advised that Daniel Seney was a nephew of James W. Seney, who died about 1905 residing in Queen Anne's County leaving no descendant; that William Seney, another nephew of James W. Seney, survived him and died many years ago, and that Plaintiff has not learned of any potential heirs of James W. Seney except for his two said nephews, nor has she any information respecting the heirs of William Seney nor the existence of any will of James W. Seney or William Seney; further that Plaintiff is also in constructive and peaceable possession of said real estate under claim of right by reason of her and her predecessors' adverse possession for more than twenty years since October 25, 1944; and that Plaintiff's title has been denied owing to her lack of information concerning the purported ownership by Daniel Seney although she is advised that Daniel Seney was in undisputed possession for many years leading up to his conveyance of the property.

The relief prayed in the Bill of Complaint is substantially as follows: that a Decree be passed that Plaintiff has absolute ownership and the right of disposition of said property and that Defendants be enjoined from asserting any claim of title to said property by any action at law or otherwise.

WHEREUPON, it is ORDERED by the Circuit Court for Queen Anne's County this 20th day of December, 1977, that the Plaintiff cause a copy of this Order to be inserted in a newspaper published in Queen Anne's County once a week in each of four (4) successive weeks before the 25th day of January 1978, giving notice to the unknown heirs or devisees of James W. Seney, deceased, and the unknown heirs or devisees of William Seney, deceased, of the object and substance of the Bill of Complaint and warning them to show cause, if any there may be, on or before the 27th day of February, 1978, why a Decree should not be passed and an injunction issued as prayed.

Charles W. Cecil

(Charles W. Cecil) Clerk

FILED
DEC 20 1977

NANCY KLINE YATES, PLAINTIFF VS. THE UNKNOWN HEIRS OR DEVISEES OF JAMES W. SENEY, deceased, and THE UNKNOWN HEIRS OR DEVISEES OF WILLIAM SENEY, deceased, DEFENDANTS	*	In the Circuit Court for Queen Anne's County in Equity Cause No. 6102

CERTIFICATE AS TO POSTING

TO THE HONORABLE, THE JUDGES OF SAID COURT:

I, the undersigned, Sheriff of Queen Anne's County, hereby certify that on the 22nd day of December, 1977, I did post a true copy of the Order of Publication passed in this cause on the parcel of real estate which is the subject of this suit, known as the James W. Seney property or by other names, being Parcel No. 2 in the Deed of Distribution to Nancy Kline Yates, recorded in Liber C.W.C. No. 95, folio 595, a land record book for Queen Anne's County.

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

And as in duty bound, etc.

George B. Sharp

George B. Sharp
Sheriff of Queen Anne's County

FILED
DEC 27 1977

LIBER 10 PAGE 421

NANCY KLINE YATES,	*	In the Circuit Court for
PLAINTIFF	*	
VS.	*	Queen Anne's County
THE UNKNOWN HEIRS OR DEVISEES OF JAMES W. SENEY, DECEASED, AND THE UNKNOWN HEIRS OR DEVISEES OF WILLIAM SENEY, DECEASED,	*	in Equity
DEFENDANTS	*	Cause No. 6102

MOTION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Nancy Kline Yates, Plaintiff, by Howard Wood, her attorney, respectfully moves your Honors to pass a Decree Pro Confesso against the unknown heirs or devisees of James W. Seney, deceased, and the unknown heirs or devisees of William Seney, deceased, being all of the Defendants, and for grounds of her motion says:

1. That a true copy of the Order of Publication directed against all of the said Defendants has been duly posted on the real estate described in this cause by the Sheriff of Queen Anne's County on the 22nd day of December, 1977, as appears by the Sheriff's Certificate as to Posting heretofore filed in this cause.

2. That the time for filing their initial pleading has expired with respect to all of said Defendants, none of whom has answered the Bill of Complaint or filed any other pleading herein.

And for her statement of points, the Plaintiff cites Maryland Rule 675.

And as in duty bound, etc.

RECEIVED
CLERK, CIRCUIT COURT
1978 MAR -1 AM 11:11
QUEEN ANNE'S COUNTY

Howard Wood
(Howard Wood) Attorney for Plaintiff

DECREE PRO CONFESSO

Upon the aforegoing Motion, IT IS, this 3rd day of March, 1978, by the Circuit Court for Queen Anne's County in Equity, ADJUDGED, ORDERED and DECREED that the Bill of Complaint in this cause is hereby taken pro confesso against all of the Defendants, and the Plaintiff is granted leave to take testimony before one of the standing examiners of this Court in support of the allegations of its Bill of Complaint.

RECEIVED
CLERK, CIRCUIT COURT
1978 MAR -8 AM 9:04
QUEEN ANNE'S COUNTY

George B. Rasin, Jr.
JUDGE

NANCY KLINE YATES,	*	In the Circuit Court for
PLAINTIFF	*	
VS.	*	Queen Anne's County
THE UNKNOWN HEIRS OR DEVISEES OF JAMES W. SENEY, deceased, and THE UNKNOWN HEIRS OR DEVISEES OF WILLIAM SENEY, deceased,	*	in Equity
DEFENDANTS	*	Cause No. 6102

TESTIMONY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The solicitor for the Plaintiff, Howard Wood, having notified the subscriber, one of the regular examiners for this Honorable Court, of his desire to take testimony in this case, your examiner did take the following testimony on the 14th day of July, 1978, in the law office of Howard Wood, 119 Lawyers Row, Centreville, Queen Anne's County, Maryland, at the hour of 11:00 o'clock A.M., there being present Nancy Kline Yates, Plaintiff, Walter Teat, witness for said Plaintiff, and Howard Wood, the solicitor for the Plaintiff. Said witnesses and Catherine M. Higdon, stenographer, having been sworn by said examiner, the following testimony was taken, to wit:

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1978 JUL 18 AM 10:07
QUEEN ANNE'S COUNTY

Mrs. Nancy Kline Yates, the first witness of lawful age, having been duly sworn, deposes and says:

(questions by Mr. Howard Wood):

Q. 1. Will you state your name and address, please, and also your occupation.

A. Nancy K. Yates, Pioneer Point, Centreville, Maryland 21617. I am a real estate broker in Centreville, Maryland, self-employed.

Q. 2. You are the Plaintiff in this case to quiet title?

A. That is correct.

Q. 3. How did you acquire title to the James W. Seney property?

A. In the distribution of my husband's will I was named heir to this property.

Q. 4. I now show you a paper marked "Exhibit D" in this Case No. 6102 and ask you to state what it is a copy of.

A. This is a copy of the deed for the said property that I inherited under the will of my husband.

Q. 5. That is a deed to you from the Estate?

A. A deed to me from the Estate, right.

Q. 6. In this deed there are four parcels of land described. Would you state which one we are concerned with now.

A. Parcel Number Two.

Q. 7. Thank you. I now show you a paper marked "Exhibit E" in the same case and ask you what that is a copy of.

A. A copy of the survey I had made in December 1975.

Q. 8. That is the same property?

A. Yes, the same property.

Q. 9. Mrs. Yates, have you had anyone question your title or possession of this property?

A. Yes I have. I had a contract of sale for this property, and when the attorney for the purchaser went to do the title search he found it.

Q. 10. Was that anything recent or was it in the back title?

A. No, it was in the back title, but the purchase was fairly recent.

Q. 11. Mrs. Yates, I now show you another "Exhibit D" filed in this case and ask you what that is a copy of?

A. This is a copy of the deed when my husband purchased the property from the Boyce Estate.

Q. 12. That is the Estate of Earl Boyce, deceased?

A. Correct.

Q. 13. Have you ever heard of anyone living on the property?

A. Just years ago the adjacent owner told me Mary Boyce lived there and then the house burned down.

Statement by Howard Wood;

I wish to make this statement as attorney for Plaintiff. My name is Howard Wood; I reside at Centreville, Maryland. My statement is that I have examined the title to this real estate and that I am able to state that the copies of deeds filed as Exhibits A and Exhibit B are conveyances of the same real estate which Mrs. Yates has testified about. The copy of Exhibit B being the deed from Daniel Seney to Earl Boyce dated October 25, 1944 and marked as Exhibit B in this proceeding; and the other copy of deed is Exhibit A, a deed from William H. and Susie Barwick to James W. Seney dated August 5, 1904. And I am also able to testify that the assessment records of Queen Anne's County show that this real estate having been assessed to James W. Seney for many years, at Centreville, Maryland, had an additional address inserted some time between 1922 and 1927 to the effect that the bill should be mailed in care of Daniel Seney. That's all.

(Exhibits A through E were marked Examiner's Exhibits A through E respectively, and admitted in evidence)

LIBER 10 PAGE 425

Mr. Walter Teat, the second witness of lawful age, having been duly sworn, deposes and says;

(questions by Mr. Howard Wood);

Q. 1. Would you state your name and address please.

A. Walter Teat, Route 1, Queenstown, Maryland.

Q. 2. Mr. Teat, how old are you?

A. 87

Q. 3. Do you recall the late James W, Seney?

A. Did I know him?

Q. 4. Yes,

A. Oh, yes,

Q. 5. Do you recall who his nephews were?

A. No.

Q. 6. Do you recall the late Daniel Seney? You knew Daniel Seney?

A. Yes, I knew Daniel Seney,

Q. 7. Was he a nephew of the late James Seney? Was Dan a nephew of "Uncle Jim"?

A. That was his sister's boy.

Q. 8. Who is Will Seney? Was he another nephew of James?

A. They were supposed to be brothers,

Q. 9. Dan and Will were brothers?

A. Yes sir. As far as I know

Q. 10. You are familiar with the property where Dan Seney lived until he died?

A. Yes sir,

Q. 11. Can you state whether or not he lived there for more than 20 years prior to his death?

A. No sir, I couldn't tell you that. I can't say,

Q. 12. Do you recall approximately when James Seney died? How many years ago?

A. Oh, I couldn't tell you that, but he died before Dan did,

Q. 13. Could you say how many years before?

A. No sir, I couldn't.

Q. 14. Who lived there after the death of James Seney?

A. Boyce is the last one I know, Earl Boyce.

Q. 15. That's Earl Boyce, he purchased from Dan Seney?

A. He went there after Dan left, sold it.

Q. 16. Do you recall what happened to the house on the property?

A. The house fell down, I reckon. I've been away from there a little better than 40 years.

Q. 17. Where is this property located?

A. Jarman's Branch is all I can tell you about it. On the other side of Ruthsburg a couple of miles.

Q. 18. That's where James Seney lived and Dan Seney lived?

A. Yes.

Q. 19. That's where Earl Boyce lived?

A. Yes.

Q. 20. You personally used to live out in the same neighborhood until about 40 years ago, is that it?

A. I lived over there at Ruthsburg all my life, until these last 40 years.

Q. 21. But you've lived in Queen Anne's County and been familiar with the property.

A. Yes, the best portion I've spent right here in Centreville.

Q. 22. Do you know anything about the whereabouts of William Seney? Or whether he is living or dead?

A. They tell me he is dead. I don't know.

Q. 23. Do you know who his heirs would be, or not?

A. I'm not sure, but I think he has one boy.

Q. 24. Do you know anything about that boy's name or whereabouts?

A. No.

Q. 25. You don't know of any other blood relations of James Seney, do you, except Dan and Will?

A. Indeed I don't.

Thank you very much, Mr. Teat.

LIBER 10 PAGE 427

There being no other witnesses to be examined or further testimony to be taken, your Examiner now makes his return and certifies that he was engaged as such Examiner in taking this testimony one day and examined said witnesses, making the costs chargeable in this Cause as follows, to wit:

Vachel A. Downes, Jr., Examiner	$25.00
Witnesses waived fee	0.00
Catherine M. Higdon, Stenographer, for transcribing testimony	15.00
Total.	$40.00

Vachel A Downes Jr

EXAMINER

NANCY KLINE YATES,	*	In the Circuit Court for
PLAINTIFF	*	
VS.	*	Queen Anne's County
THE UNKNOWN HEIRS OR DEVISEES OF JAMES W. SENEY, DECEASED, AND THE UNKNOWN HEIRS OR DEVISEES OF WILLIAM SENEY, DECEASED,	*	in Equity
DEFENDANTS	*	Cause No. 6102

DECREE

The proceedings, including the testimony, in this case having been read and considered, the Court finds that Nancy Kline Yates is in constructive and peaceable possession under color of title of all that unimproved lot or parcel of land formerly called or known as the James W. Seney property in the Sixth Election District of Queen Anne's County, Maryland, which was granted to her as Parcel No. 2 by Deed of Distribution dated July 29, 1975 and recorded among the land records of Queen Anne's County in Liber C.W.C. No. 95, folio 595, and being also the same land which is described by the survey thereof made by J. R. McCrone, Jr., Inc. in December 1975, containing 1.846 acres of land, more or less.

And that Nancy Kline Yates and her predecessors in title have been in continuous, notorious, exclusive, adverse possession of said real estate for a period in excess of twenty (20) years.

NOW, THEREFORE, IT IS, this 1st day of August, 1978, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, ADJUDGED, ORDERED and DECREED that Nancy Kline Yates has absolute ownership and the right of disposition of said real estate, AND IT IS FURTHER ORDERED that the unknown heirs or devisees of James W. Seney, deceased, and the unknown heirs or devisees of William Seney, deceased, are hereby enjoined from asserting any claim of title to said real estate by any action at law or otherwise.

Leroy B. Rasin, Jr.
JUDGE

RECEIVED
CLERK, CIRCUIT COURT
1978 AUG -1 PM 3:42
QUEEN ANNE'S COUNTY

PETITION FOR FORECLOSURE

ODENTON FEDERAL SAVINGS
AND LOAN ASSOCIATION
1219 Annapolis Road
Odenton, Maryland 21113

VS.

A. B. & R. Enterprises, Inc. and
Ronald L. Egroff
c/o Benedictine School
Ridgley, Maryland, 21660

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
QUEEN ANNE'S COUNTY
in Equity
No. 6124

FEB -8-78 * 21017 *****40 00
FEB -8-78 A 21017 *****40 00

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the 20th **day of** January **A. D.** 1977 **the defendant executed and delivered to** Odenton Federal Savings and Loan Association, formerly Odenton Savings and Loan Association, Inc. Kent Island, Queen Anne's County, Md. **a mortgage upon certain** real **property in** ~~the City of Baltimore~~ **therein described, to secure the payment of the mortgage debt of** $53,250.00 **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.** ~~xxx~~ and said mortgage is now 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.

RECEIVED
CLERK. CIRCUIT COURT
1978 FEB -8 AM 9:24
QUEEN ANNE'S COUNTY

Maurice M. Bassan
712 Court Square Bldg.
Baltimore, Md. 21202

Attorney for Plaintiff

~~LIBER~~ 10 PAGE 431

LIBER 107 PAGE 432

PETITIONER'S EXHIBIT No. 1

THIS PURCHASE MONEY MORTGAGE, made this 20th day of January, in the year nineteen hundred and seventy-seven, by and between A.B.&R. ENTERPRISES, INC., a Maryland Corporation, and RONALD L. EGROFF, of Queen Anne's County, State of Maryland, Mortgagors, and ODENTON FEDERAL SAVINGS AND LOAN ASSOCIATION, a Maryland Corporation, Mortgagee.

WHEREAS, the said Mortgagors, being members of the said Mortgagee, has received therefrom an advance of FIFTY-THREE THOUSAND TWO HUNDRED FIFTY DOLLARS ($53,250.00) evidenced by a promissory note of even date herewith, and

WHEREAS, the said Mortgagors being so justly indebted unto the said Mortgagee for said advance, the said Mortgagors do hereby covenant to repay the same, together with interest thereon until fully paid at the rate of nine (9%) percent per annum unto the Mortgagee, or its assigns, at the office of the Mortgagee or its assigns, said interest to be payable monthly, accounting from the date hereof; the principal of this mortgage to be due and payable in full, with all interest thereon, six (6) months from the date hereof.

WHEREAS, it was a condition precedent to said advance that the repayment thereof, together with the interest aforesaid, and the performance of the covenants and conditions hereinafter mentioned should be secured by the execution of this Mortgage.

NOW THEREFORE, THIS MORTGAGE WITNESSETH: that in consideration of the premises and the sum of One Dollar ($1.00), the said Mortgagors do grant unto said Mortgagee, its successors and assigns, all those two lots of ground situate in the Fourth Election District of Queen Anne's County, State of Maryland, and being more particularly described as follows:

BEING known and designated as Lot 23, Block I, and Lot 4, Block J, as shown on the Plat of Romancoke on the Bay, 2nd Section, which Plat is recorded among the Plat Records of Queen Anne's County in Plat Book TSP No. 41, folio 386.

BEING the same two lots which by deed dated 12/31/76, and recorded among the Land Records of Queen Anne's County prior hereto was granted and conveyed by Seabreeze Properties, Inc., unto A.B.&R. Enterprises, Inc., one of the within mortgagors.

Subject, nevertheless to the restrictions, covenants and conditions contained in a Deed of Restrictions dated 9/18/58 and recorded among the Land Records of Queen Anne's County in Liber 43, page 62, by and between Chester Beach, Inc., et al, and Clarence M. Plitt.

TOGETHER with the buildings and improvements thereon and the rights and appurtenances thereto belonging or appertaining, and all rents and profits issuing therefrom which rents and profits said Mortgagors hereby assign to said Mortgagee, its successors and assigns, as additional security for the performance of the covenants hereinafter contained; and upon default in any of said covenants, said Mortgagee, its successors and assigns, is hereby authorized to collect said rents and profits, and/or to rent said premises for the account of said Mortgagors, and to credit said rents and profits so collected, after deducting all costs of collection, administration and repairs necessary to the maintenance of said premises in a tenantable condition, to the account of said Mortgagors.

TO HAVE AND TO HOLD the said lots of land and premises unto the said Mortgagee, its successors and assigns, in fee simple.

IF HOWEVER the said Mortgagors shall make the payments and perform the covenants herein on its part contained, then this mortgage shall be void.

AND THE SAID MORTGAGORS hereby covenant and agree with the said Mortgagee, its successors and assigns, as follows:

1. To repay the indebtedness, together with interest as herein provided.

2. To pay, when legally due, all taxes, water rent, insurance, public dues and assessments of every kind whatsoever, including Metropolitan District Charges, if any, for which the property hereby mortgaged may become liable and to exhibit to the Mortgagee receipts for such payment upon request by the Mortgagee.

3. To permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof.

4. To insure and keep insured the improvements on said property against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies approved by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to insure to the benefit of said Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

5. The Mortgagors shall have the right, prior to default on this mortgage, to prepay the principal of this loan in whole or in part without penalty, interest to abate on said prepayment of principal.

6. The Mortgagors shall pay a late charge of six (6%) percent of the amount of any delinquent or late periodic installment of interest which is received by the Mortgagee more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments.

7. If a default occurs in the payment of any installment of said mortgage, the Mortgagee shall have the immediate right to appoint a Trustee to collect any rents or other sums payable to the Mortgagors and to apply the amounts so collected first to the payment of interest thereon, second to the payment of taxes and all other charges of a public nature, including Metropolitan District charges, if any, against the property and the balance toward the mortgage indebtedness.

8. That should the title or any interest therein in the herein mortgaged property be acquired by any person, persons, partnership or corporation by voluntary or involuntary grant or assignment, or in any other manner, without the Mortgagee's written consent or should the same be encumbered by the Mortgagors, their heirs or assigns, without the Mortgagee's written consent, then the whole of said principal sum and the interest then due shall immediately become due, owing and payable.

9. That the institution of either bankruptcy or receivership proceedings, voluntary or involuntary, against either of said Mortgagors, shall be deemed a default under this mortgage, maturing the same.

10. That until default be made herein, the said Mortgagors may retain possession of the hereby mortgaged property.

11. In case of any default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, become due and demandable; the waiver of any default or failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter, 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 and direct the said Mortgagee, its successors and assigns, or Martin Kleinman or Maurice M. Bassan, its duly authorized Attorney or Agent, after any default in any of the payments, covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to 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, including Maryland Rules of Procedure and any and all local rules of procedure applicable thereto; and it is agreed that upon the institution of foreclosure proceedings, after default hereunder, in the event of suspension of said proceedings or the payment of the amount due the Mortgagee before sale, the said Mortgagors shall, in addition to such other sum or sums with which they shall be chargeable, be also chargeable with a counsel fee of Five Hundred Dollars ($500.00) on each of the two lots herein described to the attorney

or solicitor instituting such proceedings; and the said Mortgagors, for themselves, their heirs and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale there shall be and become due by them to the party inserting said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commission to trustees making sale under order or decree of the Circuit Court (in Equity) for Queen Anne's County, which said expenses, costs and commission the said Mortgagors, for themselves, their heirs and assigns, do hereby covenant and agree to pay; and the said Mortgagee, its successors and assigns, or Martin Kleinman or Maurice M. Bassan, its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless prior to the date appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission, and it is further agreed that upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows to wit: First, to the payment of all expenses incident to said sale, including a counsel fee of Seven Hundred Fifty Dollars ($700.00) on each of the two lots herein described for conducting the proceedings, if without contest, but if legal service be rendered to the Mortgagee or its assigns, or to the trustee or party selling under the 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 a commission to the party making said sale equal to the commission allowed trustees for 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 and assigns, hereunder, whether the same shall have then matured or not, and third, the balance, if any, to the said Mortgagors, their heirs or assigns.

The use of the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders; wherever there shall be two or more Mortgagors hereunder all obligations of said Mortgagors shall be joint and several.

This mortgage is for business purposes only and not for residence of the mortgagors.

WITNESS the seal of said body corporate, and the signature of its President, and the hand and seal of the Mortgagor.

WITNESS:

Mary Buddemeyer

A.B.& R. ENTERPRISES, INC.

By Ronald L. Egroff
Ronald L. Egroff, President

Ronald L. Egroff (SEAL)
Ronald L. Egroff

RECEIVED FOR RECORD
RECORDED IN LIBER CWS
114 FOLIO 661
1977 JAN 21 AM 9:15
RECORD FOR
QUEEN ANNE'S CO., MD.
CHARLES M. CECIL, CLERK

JAN 21-77 * 26616 ****197.40
JAN 21-77 A 26616 ****17.90
JAN 21-77 A 26615 *****1.50

5. That he shall then proceed to make such sale at the appointed time and place, upon the above terms, by public auction, to the highest bidder for said property.

6. That as soon as practicable after said sale and in no event more than thirty (30) days after the date thereof, the said Trustee shall render to the Court a full and particular report of the proceedings relative to such sale in the form required by the Maryland Rules.

7. That, upon the final ratification of said sale, and full payment of the purchase money, he shall convey unto the purchaser or purchasers thereof, by a good and sufficient deed to be executed and acknowledged agreeably to law, the property so sold to him, free, clear and discharged of all claims of the parties to this cause, or of those claiming by, through or under them or any of them.

8. That said trustee shall bring into this Court all of the money arising from said sale to be disposed of under the direction of this Court, after deducting therefrom the costs of this proceeding and such commissions to said trustee as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

9. And that, at the time of the first insertion or publication of the advertisement of sale above required, he shall publish in the same newspaper a notice to the creditors of Deborah Coleman, William E. Cheers, Esther Smith, James Edward Cheers, Jr., Albert Cheers, Jr., and Olive Gale Cheers, all deceased, requiring them to file their claims against said decedents with the Clerk of this Court within ninety (90) days of the date of said first insertion or be excluded from participating in the proceeds of said sale.

10. That said trustee, in addition to the published notice of sale required by paragraph #4 above, is authorized to publish notices thereof in such other newspapers or by such other means as he shall decide are reasonable.

B. Hackett Turner Jr.
JUDGE

FILED Nov 20, 1974

Chy 5492

LIBER 1 PAGE 590

RECEIVED FOR ... Nov. 30, 1974

State of Maryland)
) To Wit:
Queen Anne's County)

27

KNOW ALL MEN BY THESE PRESENTS, That we, Howard Wood, 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 Seven Thousand Dollars ($7,000.00), 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 20th day of November , 1974.

WHEREAS, the above bounden Howard Wood, has been appointed by a decree of the Circuit Court for Queen Anne's County in Equity, passed on the 20th day of November , 1974, trustee to make sale of the real estate mentioned and described in the cause in said court entitled "Anna V. Cheers, Personal Representative, etc., et al., Plaintiffs, vs. John Cheers, et al., Defendants", being Cause No. 5492 in the Circuit Court for Queen Anne's County in Equity;

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden Howard Wood, do and shall well and faithfully perform and execute the trust reposed in him by said decree, or that may be reposed in him by any future order or decree in the premises, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered
in the presence of:

Cathy Nigelon — Howard Wood (SEAL)

FIDELITY DEPOSIT COMPANY
OF MARYLAND

By: William M. Freestate
William M. Freestate
Its Attorney-in-Fact

ATTEST:

Cathy Nigelon

Security approved and Bond filed Nov. 30, 1974
Charles A. Cole

LIBER 9 PAGE 437

LIBER 9 PAGE 438

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 590, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 20th day of November, Nineteen Hundred and Seventy-four.

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

ANNA V. CHEERS, Personal Representative, etc., et al.,	*	In the Circuit Court for
Plaintiffs	*	Queen Anne's County
vs.	*	
JOHN CHEERS, et al.,	*	in Equity
Defendants	*	Cause No. 5492

28

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of real estate made in this cause by Howard Wood, the Trustee appointed to make such sale, unto your Honors, respectfully shows:

1. That pursuant to the Decree of this Honorable Court passed on the 20th day of November, 1974, your Trustee filed a bond in this Cause in the penalty of Seven Thousand Dollars ($7,000.00) with corporate surety thereon which said bond was duly approved by the Clerk of this Court.

2. That thereupon pursuant to said Decree your Trustee advertised the property to be sold at public auction, in the Queen Anne's Record Observer, a newspaper printed and published in Queen Anne's County for three successive weeks, the publication dates being December 4, 1974, December 11, 1974, and December 18, 1974 as appears by the certificate of publication filed with this Report of Sale, and marked "Trustee's Exhibit A."

3. That pursuant to said notice your Trustee attended in front of the court house door in Centreville, Maryland at 2:00 P.M. on Thursday, December 19, 1974, and having had the auctioneer read aloud the notice as published in the Queen Anne's Record Observer then and there offered the properties described in the notice for sale by Joseph A. Jackson, Jr., Auctioneer; and did then and there sell Parcel No. 1 as described in said advertisement to William B. Schelhouse and Jane K. Schelhouse, his wife, as tenants by the entirety at and for the sum of Ten Thousand Five Hundred Dollars ($10,500.00) they being then and there the highest bidders for said Parcel No. 1. Your Trustee then corrected the advertisement's description of Parcel No. 2 by verbal explanation in substance as follows: That Lawrence Callahan is the owner of a parcel of land lying at the intersection of the two public roads involved, which is about to be surveyed and is excluded from the sale, but that the property sold will contain twelve and three-sixteenths (12 3/16) acres, more or less, and will have frontage on both of said public roads commencing several hundred feet from the intersection along each road; and did then and there sell said Parcel No. 2 to Elizabeth M. Flower at and for the sum of Seven Thousand Five Hundred Dollars ($7,500.00), she being then and there the highest bidder for said Parcel No. 2.

4. That your Trustee intends to file an additional bond herein in the penalty of Eleven Thousand Dollars ($11,000.00).

DECREE FOR SALE OF MORTGAGE PREMISES

ODENTON FEDERAL SAVINGS AND LOAN ASSOCIATION
1219 Annapolis Road
Odenton, Maryland 21113

vs.

A. B. & R. Enterprises, Inc. and Ronald L. Egroff
c/o Benedictine School
Ridgley, Maryland 21660

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~
QUEEN ANNE'S COUNTY
in Equity
No. 6124

.....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 9th day of February, in the year nineteen hundred and 78, by the Circuit Court of Baltimore City, **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 Martin Kleinman be and he is hereby appointed Trustee to make said sale, and that the course and manner of t he 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 Fifty Four Thousand ($54,000.00) Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any 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~~ weekly newspaper or newspapers published in ~~the City of Baltimore~~ 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 $27,000.00* at time of sale, balance in cash upon final ratification ot sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

*or Certified Check for this amount, for each of said two properties

Notice shall be given as provided by Maryland Rule W74a2(c).

B. Hackett Turner Jr.
Judge

LIBER 10 PAGE 440

AMENDED

DECREE FOR SALE OF MORTGAGE PREMISES

ODENTON FEDERAL SAVINGS AND LOAN ASSOCIATION
1219 Annapolis Road
Odenton, Maryland 21113

vs.

A.B. & R. Enterprises, Inc., and
Ronald L. Egroff
c/o Benedictine School
Ridgley, Maryland 21660

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~
QUEEN ANNE'S COUNTY
in Equity
No. 6124

.....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 15th day of February, in the year nineteen hundred and 78, by the Circuit Court of Baltimore City, **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 Martin Kleinman be and he is hereby appointed Trustee to make said sale, and that the course and manner of the proceedings shall be as follows: he shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by ~~xxxxx~~ and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Fifty Four Thousand ($54,000.00) Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given notice by advertisement, inserted in such ~~xxxxx~~ weekly newspaper or newspapers published in Queen Anne's County ~~the City of Baltimore~~, 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 $2,700.00* at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

*or Certified Check for this amount, for each of said two properties

Notice shall be given as provided by Maryland Rule W74a2(c).

FILED
FEB 15 1978

R. Hackett Turner Jr.
Judge

Cley 6124

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE, MD. 21203

Bond No. 600 07 88

KNOW ALL MEN BY THESE PRESENTS:

That we, Martin Kleinman, 712 Court Square Building, Baltimore, Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Fifty-four thousand and 00/100----------($54,000.00) 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.

CHANGE O.K.
T. AND D. CO. OF MD.

Sealed with our seals and dated this 10th day of February in the year of our Lord one thousand nine hundred and seventy-eight

WHEREAS, the above bounden Martin Kleinman by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Anne's County has been appointed Trustee to sell certain property

mentioned in the proceedings in the case of Odenton Federal Savings and Loan Association

vs:

AB&R Enterprises, Inc. and Ronald Egroff

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Martin Kleinman 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:

Martin Kleinman (SEAL)
Martin Kleinman

(SEAL)

WITNESS:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Charlene Barrett
Charlene Barrett *As to Surety*

By Maria L. Lenox
Maria L. Lenox *Attorney-in-Fact*

MD3116a—1M, 12-72 192049
Trustee's Bond

SURETY APPROVED AND BOND FILED ON Feb. 11, 1978

Certified copy of Power of Attorney attached

LIBER 10 PAGE 441 2 PAGE 194

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 194, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 16th day of February, Nineteen Hundred and Seventy-eight.

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

REPORT OF SALE

ODENTON FEDERAL SAVINGS & LOAN ASSOCIATION
P. O. Box #70
Odenton, Maryland 21113
Plaintiff

vs.

A. B. & R. Enterprises, Inc., and Ronald L. Egroff
c/o Benedictine School
Ridgley, Maryland 21660

IN THE

CIRCUIT COURT

~~XXX~~
QUEEN ANNE'S COUNTY
~~BALTIMORE CITY~~
In Equity #6124

To The Honorable Judge of the
Circuit Court of ~~Baltimore City~~ FOR QUEEN ANNE'S COUNTY;

The Report of Sale of Martin Kleinman,

Trustee appointed by the decree in the above entitled cause, to make sale of Lot 4, Block J, and Lot 23, Block I, Romancoke, Stevensville, Queen Anne's County, Maryland

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

Queen Anne's County weekly ~~daily~~ newspaper published in ~~Baltimore City~~ for more than three successive weeks preceding the day of sale, said Trustee, Martin Kleinman, did pursuant to said notice on Friday, the 10th day of March, 19 78 at 2:00 o'clock P. M. attend on the premises and then and there sold

both properties unto Odenton Federal Savings & Loan Assn., P. O. Box #70, Odenton, Maryland 21113, for $40,000.00 (Forty Thousand Dollars).

RECEIVED
CLERK, CIRCUIT COURT
1978 MAR 14 AM 8:52
QUEEN ANNE'S COUNTY

Martin Kleinman
Martin Kleinman, Trustee

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 13th day of March, 19 78 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Martin Kleinman,

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,

Margaret Bassan
Margaret Bassan *Notary Public.*

My commission expires July 1, 1978

LIBER 10 PAGE 443

LIBER 10 PAGE 444

JUDICIAL SALES • REAL ESTATE SALES • MERCHANDISE SALES • APPRAISALS

Alex Cooper Auctioneers, Inc. AUCTIONEERS — ORIENTAL RUG IMPORTERS — APPRAISERS

JOSEPH A. COOPER
President
RES.: 484-4987

345 N. CHARLES STREET
BALTIMORE, MD. 21201
OFFICE: 752-4868

.....

.....

vs.

.....

.....

IN THE
CIRCUIT COURT
OF
QUEEN ANNE'S COUNTY

AUCTIONEER'S AFFIDAVIT

We, the undersigned, do hereby certify that the annexed bill or statement of the fees and sums due us, set forth in detail, are all and singular of the fees and sums due us, and that we have not paid or will not pay, directly or indirectly, any sum or consideration to anyone for employing us or aiding us to be employed to make the sale for which the annexed bill or statement was rendered.

ALEX COOPER AUCTIONEERS, INC.

By: .....

SUBSCRIBED and sworn to before me, a Notary Public in and for Baltimore City by Bruce P. Levinson this 10th Day of March, 19 78.

.....
Notary Public.

RECEIVED
CLERK, CIRCUIT COURT
1978 MAR 14 AM 8 53
QUEEN ANNE'S COUNTY

MEMBER OF AUCTIONEERS ASSOCIATION OF MARYLAND, INC.

JUDICIAL SALES • REAL ESTATE SALES • MERCHANDISE SALES • APPRAISALS

Alex Cooper Auctioneers, Inc. AUCTIONEERS — ORIENTAL RUG IMPORTERS — APPRAISERS

JOSEPH A. COOPER
President
RES.: 484-4987

345 N. CHARLES STREET
BALTIMORE, MD. 21201
OFFICE: 752-4868

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

I HEREBY CERTIFY, that on this 10th Day of March, 1978, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, Baltimore County personally appeared

James G. Thompson, Executive V.P.

purchaser/~~s~~ at the foreclosure sale in this cause, and made oath in due form of law that he/~~they~~—is/~~are~~ the purchaser/~~s~~ and purchased same as principal and not as an agent for anyone, or ~~he/they purchased same as agent and his/their principal is~~ ....., and that he/~~they~~ has/~~have~~ not directly or indirectly discouraged anyone from bidding for the said Lot 4, Block J & Lot 23, Block I Romancoke, Stevensville, Queen Anne's Co. Md. mentioned in the said Report of Sale.

Odenton Federal S&L Assn
Purchaser

[signature]
Purchaser

(SEAL) [signature]
Notary Public

BRUCE P. [illegible] NOTARY PUBLIC BALTIMORE CITY, MD.

RECEIVED
CLERK, CIRCUIT COURT
1978 MAR 14 AM 8:53
QUEEN ANNE'S COUNTY

LIBER 10 PAGE 446

ORDER NISI ON SALE

ODENTON FEDERAL SAVINGS AND LOAN ASSOCIATION

VS.

A. B. & R. ENTERPRISES, INC.
and
RONALD L. EGROFF

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

Cause No. 6124

ORDERED, this 14th day of March, 19 78, that the sale of the real property, made and reported in this cause by Martin Kleinman, Trustee, be ratified and confirmed, on or after the 14th day of April, 19 78, 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 April, 19 78.

The report states the amount of sales to be $ 40,000.00.

Charles H. Cecil Clerk

Filed March 14, 1978

April 25, 1978.

THIS IS TO CERTIFY, That the annexed

Trustee'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 3 successive weeks before the 9 day of March 1978.

BAY PUBLISHING CORPORATION
Publishers

By Rhyna Welch

RECEIVED
CLERK. CIRCUIT COURT
1978 APR 26 AM 11: 10
QUEEN ANNE'S COUNTY

Maurice M. Bassan, Solicitor
712-718 Court Square Building
Baltimore, Maryland 21202

Trustee's Sale
2 Highly Valuable Fee Simple Modern Dwellings

known as

LOT 4, BLOCK J & LOT 23, BLOCK I
ROMANCOKE, STEVENSVILLE,
QUEEN ANNE'S COUNTY, MARYLAND

By virtue of a Decree of the Circuit Court for Queen Anne's County, in Equity (Case No. 6124), the undersigned Trustee will sell at Public Auction on the premises on:

Friday, March 10, 1978
At 2:00 p.m.

All those lots of ground and improvements thereon situate in Queen Anne's County, and described as follows: Being known and designated as Lot 23, Block I and Lot 4, Block J, as shown on the Plat of Romancoke on the Bay, 2nd Section, which Plat is recorded among the Plat Records of Queen Anne's in Plat Book TSP No. 41, folio 386.

Lot 4, Block J improved by a modern aluminum siding, split foyer dwelling containing Living Room, Dining Room, Kitchen, 3 Bedrooms and Bath. In Fee Simple.

Lot 23, Block I improved by a modern aluminum siding rancher dwelling containing Living Room, Kitchen and Laundry Room, 3 Bedrooms and Bath. In Fee Simple.

The Properties will be sold subject to conditions, restrictions and agreements of record affecting the same, if any.

TERMS OF SALE: Cash. A deposit of $2,700 required on each property at time and place of sale, balance in cash upon final ratification by the Circuit Court for Queen Anne's County, In Equity, interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes, water rent and all other public charges, including special paving taxes, if any, to be adjusted to date of sale. Cost of all County and State Documentary Stamps and Transfer Taxes to be paid by the purchasers.

MARTIN KLEINMAN, Trustee
ALEX COOPER AUCTIONEERS, INC.
345 N. CHARLES STREET
BALTIMORE, MD. 21201
752-4868

2-22-3-R.O.

LIBER 10 PAGE 448 April 25 19 78

THIS IS TO CERTIFY, That the annexed

Order Nisi A.B.&R. Enterprises, Inc. 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 6 day of April 78 19....

BAY PUBLISHING CORPORATION
Publishers

By Phyllis Welch

RECEIVED
CLERK, CIRCUIT COURT
1978 APR 26 AM 11:10
QUEEN ANNE'S COUNTY

ORDER NISI ON SALE
ODENTON FEDERAL SAVINGS AND LOAN ASSOCIATION
VS.
A, B, & R. ENTERPRISES, INC.
and
RONALD L. EGROFF

In the Circuit Court for
Queen Anne's County
In Equity
Cause No. 6124

ORDERED, this 14th day of March, 1978, that the sale of the real property, made and reported in this cause by Martin Kleinman, Trustee, be ratified and confirmed, on or after the 14th day of April, 1978, 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 April, 1978.

The report states the amount of sales to be $40,000.00.

Charles W. Cecil, Clerk

Filed March 14, 1978
True Copy, Test:

Charles W. Cecil, Clerk
By Betty M. Comegys, Deputy Clerk

3-22-3-R.O.

ODENTON FEDERAL SAVINGS & LOAN ASSOCIATION
P. O. Box #70
Odenton, Maryland 21113

Plaintiff

vs.

A. B. & R. Enterprises, Inc., and
Ronald L. Egroff
c/o Benedictine School
Ridgley, Maryland 21660

* * * * * *

IN THE
CIRCUIT COURT
QUEEN ANNE'S COUNTY
IN Equity #6124

******************** ***** * *** ** * ***** ** * ** * *****************

FINAL ORDER OF RATIFICATION

ORDERED by the Circuit Court for Queen Anne's County, Maryland, sitting in Equity, this 28th day of April, A. D., 1978, that the sale made and reported by Martin Kleinman, Trustee, for the purpose of collection and foreclosure of the mortgage in the above entitled proceedings, 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 Order Nisi passed in this cause; and the said Martin Kleinman, Trustee, is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Court Auditor.

B. Hackett Turner Jr.
Judge of the Circuit Court for
Queen Anne's County, Maryland
Sitting in Equity

Maurice M. Bassan
Attorney at Law
712 Court Square Bldg.
Baltimore, Md. 21202

RECEIVED
CLERK. CIRCUIT COURT
1978 APR 28 PM 3:22
QUEEN ANNE'S COUNTY

LIBER 10 PAGE 450

ODENTON FEDERAL SAVINGS AND LOAN ASSOCIATION 1219 Annapolis Road Odenton, Maryland 21113	*	In The CIRCUIT COURT of
vs.	*	QUEEN ANNE'S COUNTY in Equity
A. B. & R. Enterprises, Inc., and Ronald L. Egroff c/o Benedictine School Ridgley, Maryland	*	No. 6124

* * * * * * * * * * *

PETITION TO APPROVE AUCTIONEER'S FEES IN EXCESS OF $200.00

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Martin Kleinman, Trustee, in the above entitled case by Maurice M. Bassan, his attorney, respectfully represents as follows:

1. That in accordance with Rule B.R. 8f of the Court Rules of the Second Judicial Circuit of Maryland for allowance of an increase in excess of $200.00 of the auctioneer's fees as follows: That in addition to conducting the actual sale of the properties involved, the auctioneer has prepared and inserted the advertisements in the Queen Anne Observer and the Baltimore Sunpapers, and has solicited from a list retained a number of prospective purchasers to be present at the sale as bidders, after advising them of the description of the property, location, etc.

2. That he is merely asking for $50.00 in excess, or a total of $250.00 as his commissions, which he deems a fair and reasonable increase for services rendered for the sale of the two properties involved.

3. That your Petitioner prays the Court to pass an Order allowing the auctioneer's commissions in the amount of $250.00.

AND AS IN DUTY BOUND.

Martin Kleinman, Trustee

Maurice M. Bassan, attorney
for Trustee
712 Court Square Bldg.
Baltimore, Md. 21202
727-4154

FILED

MAY 17 1978

CIRCUIT COURT
QUEEN ANNE'S CO.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of May, 1978, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Martin Kleinman, Trustee in the case aforementioned, and he made oath in due form of law that the matters and facts set forth in the aforementioned Petition are true and to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Margaret Bassan

Margaret Bassan, Notary Public

MARGARET BASSAN
NOTARY PUBLIC
BALTIMORE COUNTY, MD.

My commission expires:

7/1/78

ODENTON FEDERAL SAVINGS
AND LOAN ASSOCIATION
1219 Annapolis Road
Odenton, Maryland 21113

vs.

A. B. & R. Enterprises, Inc., and
Ronald L. Egroff
c/o Benedictine School
Ridgley, Maryland

IN THE
CIRCUIT COURT
of
QUEEN ANNE'S COUNTY
in Equity
No. 6124

* * * * * * * * *

ORDER OF COURT

Upon the aforegoing Petition of Martin Kleinman, Trustee in the above mentioned matter, it is this 19th day of May, 1978, hereby ORDERED by the Circuit Court of Queen Anne's County that the auctioneer's commissions shall be increased to $250.00.

B. Hackett Turner Jr.
Judge

RECEIVED
CLERK CIRCUIT COURT
1978 MAY 19 AM 10 16
QUEEN ANNE'S COUNTY

ODENTON FEDERAL SAVINGS AND LOAN ASSOCIATION 1219 Annapolis Road Odenton, Maryland, 21113	*	IN THE CIRCUIT COURT
	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
A. B. & R. ENTERPRISES, INC. and RONALD L. EGROFF c/o Benedictine School Ridgley, Maryland, 21660	*	IN EQUITY NO. 6124

* * * * * * * * * * * *

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 Martin Kleinman, Trustee in the sale of said land, wherein it appears that the proceeds of sale are insufficient to pay the indebtedness; the deficiency is in the amount of $16,406.12.

2. That in the within account of Marin Klienman, Trustee, charged with the proceeds of the sale made by him, he his allowed his commissions for sale of land, the counsel fee to Maurice M. Bassan, Esquire, the court costs paid in this cause, the court costs due in this cause, the premium paid on the bond, the costs due for advertising Notice of Sale, and Order Nisi; the amount due the auctioneer for crying said sale, per Order of Court, the fee of your auditor, and the balance was credited toward the mortgage indebtedness.

Respectfully submitted,

May 25, 1978

J. Thomas Clark, Auditor

RECEIVED
CLERK. CIRCUIT COURT
1978 MAY 25 PM 3:40
QUEEN ANNE'S COUNTY

CAUSE NO. 6124

The proceeds of sale of land reported in this cause in account with Martin Kleinman, Trustee, in the sale of said land, and vendor of said land.

CR.

1978		
March 10	By proceeds of the sale of land, per report of said vendor, to wit:	$40,000.00
	Interest from March 10 to May 10, 1978 (3 months)	669.00
	State and County taxes from 3/10/78 to 5/10/78	96.32
	Road maintenance fee	10.00
		$40,775.32

DR.

To Martin Kleinman, Trustee for Commission is said sale			$2,150.00
To Maurice M. Bassan for cousel fees in said sale $750.00 each lot - two lots			1,500.00
To do, for an amount due Maurice M. Bassan for an amount paid Charles W. Cecil, Clerk for Advanced court costs			40.00
To do, for an amount due Charles W. Cecil, Clerk for			
1. Additional costs	$70.00		
2. Appearance Fee	10.00		80.00
To do, for an amount due Wolman-Hecht, Inc. Insurance for the bond premium in said sale			216.00
To do, for an amount due the Baltimore Sunpapers for Advertising said sale			201.72
To do, for an amount due the Queen Anne's Record-Observer for			
1. Advertising said sale	89.25		
2. Order Nisi	42.00		131.25
To do, for an amount due Alex Cooper Auctioneers, Inc., for crying said sale per Order of Court, to wit:			250.00
To do, for an amount due J. Thomas Clark, Auditor, for			
1. stating this account	45.00		
2. notifying parties	10.00		55.00
To do, for an amount due Odenton Federal Savings and Loan Association for part of the principal and interest due on mortgage which is in the full amount of $52,557.47			36,151.35
		$40,775.32	$40,775.32

May 25, 1978

J. Thomas Clark
Auditor

ODENTON FEDERAL SAVINGS
AND LOAN ASSOCIATION
1219 Annapolis Road
Odenton, Maryland, 21113

VS.

A. B. & R. ENTERPRISES, INC.
and RONALD L. EGROFF
c/o Benedictine School
Ridgley, Maryland, 21660

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY NO. 6124

* * * * * * * * * * * * *

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on May 25, 1978, the date the audit in the above-entitled case was filed in this Court, that he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

Odenton Federal Savings
and Loan Association
1219 Annapolis Road
Odenton, MD 21113

A. B. & R. Enterprises, Inc.
c/o Benedictine School
Ridgley, Maryland, 21660

Ronald L. Egroff
c/o Benedictine School
Ridgley, Maryland, 21660

Maurice M. Bassan, Esquire
712 Court Square Building
Baltimore, Maryland, 21202

Martin Klienman
c/o Odenton Federal Savings
and Loan Association
1219 Annapolis Road
Odenton, MD 21113

Pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on May 25, 1978, with the Clerk of the Court, Centreville, Maryland, and the exceptions to said audit must be filed on or before June 9, 1978, and that if no exceptions are filed within such fifteen-day period, the account may thereupon be ratified on June 12, 1978.

J. Thomas Clerk
Auditor

RECEIVED
CLERK, CIRCUIT COURT
1978 MAY 25 PM 3:40
QUEEN ANNE'S COUNTY

LIBER 10 PAGE 456

ODENTON FEDERAL SAVINGS AND LOAN ASSOCIATION	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6124
A. B. & R. ENTERPRISES, INC., et al.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 25th day of May, 19 78, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 12th day of June, 19 78, 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. Beil Clerk

Filed May 25, 1978

ODENTON FEDERAL SAVINGS AND LOAN ASSOCIATION	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6124
	*	
A. B. & R. ENTERPRISES, INC., et al.	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 12th day of June, 19 78, by the Court that the account of the Auditor is finally ratified and confirmed, and Martin Kleinman, ~~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. Beil Clerk

Filed June 12, 1978

LIBER 10 FOLIO 458

MOTION FOR DECREE IN PERSONAM

ODENTON FEDERAL SAVINGS & LOAN ASSOCIATION
1219 Annapolis Road, Odenton, Md. 21113
vs. Plaintiff

A. B. & R. ENTERPRISES, INC. and RONALD L. EGROFF
c/o Benedictine School
Ridgley, Maryland, 21660
Defendant

IN THE

CIRCUIT COURT

~~OF~~
FOR
~~BALTIMORE CITY~~
QUEEN ANNE'S COUNTY
In Equity
No. 6124 Chancery

To the Honorable, the Judge of the Circuit Court of ~~Baltimore City~~ QUEEN ANNE'S COUNTY:

The motion of Odenton Federal Savings & Loan Association mortgagee in the above entitled cause respectfully shows:

That there still remains due and unsatisfied to your petitioner upon his mortgage claim in the above entitled cause the sum of $16,406.12, being the amount of deficiency ~~as found~~ Dollars, as found and determined by the auditor's account herein, which said account has been by this Court finally ratified on the 12th day of June, 1978, as will appear by reference had to the said account, which is hereby prayed to be taken as part hereof.

That under the provisions of Chapter 327 of the Acts of Assembly of 1898, approved April 7th, 1898, your petitioner is entitled to a decree in personam for the said sum of $16,406.12 dollars against the said A. B. & R. Enterprises, Inc. and Ronald L. Egroff, c/o Benedictine School, Ridgley, Maryland, 21660 being entitled to maintain an action at law against said mortgagor upon the covenants contained in the mortgage filed in this case for the residue of the mortgage debt remaining unpaid and unsatisfied as aforesaid.

WHEREFORE your petitioner prays and moves for a decree in personam for the said sum of $16,406.12 against the said A. B. & R. Enterprises, Inc. and Ronald L. Egroff upon due notice being given by summons or otherwise as the Court may direct to the said A. B. & R. Enterprises, Inc. and Ronald L. Egroff, c/o Benedictine School, Ridgley, Maryland 21660.
And as in duty &c.

RECEIVED
CLERK, CIRCUIT COURT

Maurice M. Bassan, *Attorney for Mortgagee.*

The foregoing petition having been read and considered it is thereupon ordered by the Circuit Court of ~~Baltimore City~~ QUEEN ANNE'S COUNTY this 5th day of July, 1978, that the Clerk of this Court be and is hereby directed to issue the writ of subpoena directed to the said A. B. & R. Enterprises, Inc. and Ronald L. Egroff commanding him to be and appear in this Court on the first Monday of August, 1978, to answer the foregoing motion and show cause, if any there be, within fifteen days from the return day of said writ, why a decree should not be entered as prayed.

Filed July 11, 1978

Leon B. Kass, Jr.
Judge

A. B. & R. Enterprises, Inc. and Ronald L. Egroff, the mortgagor in the above entitled cause having been duly summoned to appear in accordance with the order of this Court passed on the day of , 1978, as appears from the return of the Sheriff to the writ of subpoena, and no sufficient cause having been shown, under the terms of the said order, it is this Queen Anne's County day of , 1978, by the Circuit Court of ~~Baltimore City~~ adjudged and ordered, that the decree of this Court be and is hereby entered in favor of Odenton Federal Savings & Loan Association the plaintiff herein for the sum of $16,406.12 Dollars against the said A. B. & R. Enterprises, Inc. and Ronald L. Egroff with interest until paid from the date of final ratification of the Auditor's account herein, and all cost of suit accruing since ratification of said account.

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: AUGUST Return Day

File No. 6124

Docket C.W.C. #6

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO THE SHERIFF OF CAROLINE COUNTY, GREETING:

You are hereby commanded to summon

A.B.&R. ENTERPRISES, INC. and
RONALD L. EGROFF
c/o Benedictine School
Ridgley, Maryland 21660

of Caroline County, to the Circuit Court for Queen Anne's County,

on the FIRST MONDAY of August, next to answer an action at the

suit of ODENTON FEDERAL SAVINGS & LOAN ASSOCIATION
1219 Annapolis Road
Odenton, Md. 21113

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 12th day of July, 19 78.

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: Maurice M. Bassan
Address: 712-718 Court Square Building
Lexington and Calvert Streets
Baltimore, Maryland 21202
Name: 727-4154

Address:

Charles H. Cecil
Clerk

RECEIVED
CLERK, CIRCUIT COURT
1978 JUL 17 AM 9:23

QUEEN ANNE'S COUNTY SHERIFF'S RETURN

I HEREBY CERTIFY that on the 13 day of July, 1978, I read the within writ to the Defendant—therein named, and copy of process and pleadings left with

Ronald L. Egroff.

Louis C. Andrews
Sheriff of Caroline County

7-13-78

LIBER 10 PAGE 459

LIBER 10 PAGE 460

Aug 14, 1978
Ref. Equity Case #6124

In response to Equity Case #6124, Queen Anne's County Maryland. I intend to defend myself and A, B & B Enterprises Inc., in court.

I question procedures prior to the sale of the subject property, the auction, and events following the auction.

I request that the Plaintiff submit to me all papers pertaining to the mortgage of said property — The procedures by Odenton Savings and Loan Assoc. in regard to foreclosing a loan and the agreement between Odenton Savings and Loan Assoc. with Maurice M. Bassan, Esq. I would also request the names of all officers of Odenton Savings & Loan Assoc.

RECEIVED
CLERK, CIRCUIT COURT
1978 AUG 16 AM 8:12
QUEEN ANNE'S COUNTY

Ronald L. Egroff
The Benedictine School
Bridgely, Md - 21620

I hereby certify that I have mailed to Maurice Bassan Esq a copy of the above on Aug - 16, 1978.

Ronald L. Egroff

ODENTON FEDERAL SAVINGS
AND LOAN ASSOCIATION
1219 Annapolis Road
Odenton, Maryland 21113

vs.

A. B. & R. ENTERPRISES, INC.
and RONALD L. EGROFF
c/o Benedictine School
Ridgley, Maryland, 21660

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

In Equity No. 6124

* * * * * * * * * *

DEMURRER TO " INTENTION TO DEFEND"

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Martin Kleinman, Trustee, demurrs to the above Intention to Defend for the reason that the final order for the ratification of the sale was on April 28, 1978, and the auditor's account was finally ratified on June 12, 1978. Wherefor, your Petitioner claims the said Notice to Defend be dismissed with costs.

AND AS IN DUTY BOUND

Maurice M. Bassan,
Attorney for Trustee

I hereby certify that on this 25th day of August, 1978, I mailed copy of the above Demurrer to Ronald L. Egroff, and the A. B. & R. Enterprises, Inc., at the Benedictine School, Ridgley, Maryland, 21660.

Maurice M. Bassan

RECEIVED
CLERK. CIRCUIT COURT
1978 AUG 28 AM 9:13
QUEEN ANNE'S COUNTY

LIBER 12 FOLIO 462

Sept 3, 1978

Re: Equity Case # 6124

Odenton Federal Savings
and Loan Association

vs

A. B & P. Enterprises, Inc.
and Ronald L. Egroff

I hereby request a hearing
on the court in the above case.

Ronald L. Egroff

The Benedictine School
Bridgely, Md
21660

I hereby certify that on Sept 3 1978
I mailed a copy of the above to
Maurice M. Dobson, Esq - Court Sq Bldg
Baltimore, Md
21202

RECEIVED
CLERK, CIRCUIT COURT
1978 SEP -5 AM 10:40
QUEEN ANNE'S COUNTY

SAMUEL SCHENKER Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
	*	
-vs-	*	FOR QUEEN ANNE'S COUNTY
	*	
EDWARD E. BEELER and ANNE E. BEELER	*	EQUITY NO. 6136

* * * * * * * * * * * * * * * * *

ORDER TO DOCKET MORTGAGE

MR. CLERK:

MAR-8-78 * 21880 ******40 00
MAR-8-78 A 21880 ******40 00

Please docket this mortgage foreclosure case with the attached copy of the mortgage as Exhibit "A," Statement of Mortgage Claim as Exhibit "B," Affidavit of Non-Military Service as Exhibit "C" and Notice of Foreclosure of Mortgage in accordance with Rule W74 a 2(c) as Exhibit "D."

Samuel Schenker
Attorney Named in Mortgage
224 Main Street
Annapolis, Maryland 21401
263-2366

RECEIVED
CLERK. CIRCUIT COURT
1978 MAR -8 AM 9:49
QUEEN ANNE'S COUNTY

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD. 21401

DOCUMENT NO. 88390 [LIBER 10 PAGE 464]

MORTGAGE — INDIVIDUAL — FEE OR LEASEHOLD — MONTHLY PAYMENT — PRINCIPAL, INTEREST AND EXPENSES

CONSTRUCTION/PURCHASE MONEY MORTGAGE
CROSS INDEX FINANCING STATEMENT

THIS MORTGAGE, is made this 6th day of May , 19 77 ,

by and between EDWARD E. BEELER and ANNE E. BEELER, his wife,

parties of the first part, hereinafter referred to as Mortgagor, whose address is: 1908 Blue Ridge Road, Edgewater, Maryland,
and

CHESAPEAKE SAVINGS & LOAN ASSOCIATION, INC. OF ANNAPOLIS, MARYLAND,

party of the second part, hereinafter referred to as Mortgagee, whose address is: 224 Main Street, Annapolis, Maryland,

WHEREAS, Mortgagor is bona fide indebted to Mortgagee in the sum of FORTY THOUSAND FOUR HUNDRED AND NO/100

Dollars ($ 40,400.00) for money this day loaned by Mortgagee to Mortgagor, being all or a part of the purchase money for the hereinafter described property, which principal sum Mortgagor hereby covenants and agrees to repay to Mortgagee, together with interest on unpaid remaining balances at the rate of nine percent (9 %) per annum, in monthly installments of ~~principal and~~ interest in the amount of interest only on money as drawn ~~Dollars and Cents ($)~~, beginning on the first day of June , 19 77 , and monthly thereafter until the full amount of said ~~principal and~~ interest thereon shall have been paid; any balance of principal or interest due or unpaid on the first day of May , 19 78 , shall be due and payable on said date;

All sums aforesaid are to be paid in lawful money of the United States of America which shall be the legal tender in payment of all debts and dues, public and private, at the office of the Mortgagee at the address hereinabove stated, or at such other address as the Mortgagee or the holder of this mortgage may, from time to time, designate in writing;

And in order to secure and assure the repayment of said principal sum, the interest thereon and the performance of the covenants herein contained, this mortgage is executed.

NOW, THEREFORE, This Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, Mortgagor does hereby grant, convey and assign to Mortgagee in fee simple/the leasehold interest in, all those lot(s) of ground and premises situate and lying in the Fourth Election District , State of Maryland , and described as follows, that is to say: Queen Anne's County,

BEING known and designated as Lots Nos. 9, 10, 11 and 12, Block F, of Kentmorr Air Park, as the same is laid out, shown and designated on a plat entitled "A Composite Map of Kentmorr Air Park," dated July, 1954, by Walter E. Woodford, Jr. and Wirt D. Bartlett, registered surveyors, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 17, folio 225, which said plat was intended to correct various errors in an earlier plat of said development by J. B. Metcalfe, registered surveyor, dated May, 1947, and recorded among the Land Records aforesaid in Liber A.S.G., Jr. No. 17, folio 337, as set out in the Surveyor's Certificate and Comparison of Plats on the plat entitled, "A Composite Map of Kentmorr Air Park," aforesaid, said property being located on Bonnett Road, Stevensville.

BEING part of the land acquired by the said mortgagors by deed from Kentmorr Marina, Inc., dated April 22, 1977, said deed being recorded or intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto.

RECEIVED FOR RECORD
& RECORDED IN LIBER Circ
NO. 119 FOLIO 443

1977 MAY 10 AM 9:39

RECORD FOR
QUEEN ANNE'S CO., MD.
CHARLES W. CECIL, CLERK

MAY 10-77 * 2 736 ****120.60
MAY 10-77 A 2 736 ****105.60
MAY 10-77 A 2 735 *****15.00

In the event that the Mortgagors fail to furnish to the Mortgagee within a reasonable period of time a satisfactory insurance policy, the Mortgagee shall have the right to obtain insurance to protect itself, which insurance shall not have to be canceled unless it so desires.

This mortgage to cover air conditioning units and condenser, storm doors and windows, refrigerator, cooking stove, screens, awnings, laundry machines, TV antenna, kitchen cabinets, counter tops, carpeting and venetian blinds.

BEING the same lot(s) of ground and premises which by Deed dated and recorded among the Land Records of , State of Maryland, in Liber , No. , folio , was granted and conveyed/assigned by , to the Mortgagor.

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) of ground, with the improvements and appurtenances aforesaid, to the said Mortgagee, in fee simple~~for all the rest, residue and remainder of the term of years yet to come and unexpired therein, with the benefit and renewal thereof from time to time, forever, subject to the payment of the annual rent~~

PROVIDED, that if the said Mortgagor shall well and truly pay or cause to be paid the aforesaid principal sum of FORTY THOUSAND FOUR HUNDRED Dollars and NO Cents ($ 40,400.00), and all the interest thereon when and as such payments shall respectively be due and payable as aforesaid and shall perform each and all of the covenants herein on Mortgagor's 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, after such default shall have continued for thirty (30) days.

AND the said Mortgagor hereby assents 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 Samuel Schenker, 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 Real Property Article of the Annotated Code of Maryland Section 7-105 (Acts of 1974 of Chapter 12) 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. 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 FOUR HUNDRED AND NO/100 Dollars ($ 400.00) 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 the final ratification of the final Auditor's Account in the foreclosure proceedings; (3) and the balance if any, to the said Mortgagor, or to whomsoever may be entitled to 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 of the percentage allowed as commission to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland and a counsel fee of FOUR HUNDRED AND NO/100 Dollars ($ 400.00); but said sale may be proceeded with unless, prior to the day appointed therefor, payment be made of said principal and interest, costs, expenses, commission and fee.

AND the said Mortgagor hereby covenants with the Mortgagee as follows:

(1) To repay the mortgage indebtedness hereby secured, together with the interest thereon at the rate aforesaid, at the times and in the amounts aforesaid;

(2) To purchase and pay the premiums thereon, during the term of this mortgage, of all policy or policies of fire and extended coverage insurance on the improvements on the above described lot of ground insuring the same against loss by fire and other hazards, usually referred to as "extended coverage," with an endorsement thereon making the proceeds of the policy or policies, in event of damage by fire or other covered casualty, payable to the Mortgagee to the extent of Mortgagee's lien on the land and improvements, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee, in amounts sufficient to protect Mortgagee's lien thereon, and to deliver the policy or policies and all renewal policies or receipts to the Mortgagee; and in the event of any loss by fire or other casualties, the insurance company or companies issuing said policy or policies are hereby, and in said policy or policies are to be, directed by the Mortgagor to make payment for such loss to the Mortgagee only, to the extent of its lien thereon and any unpaid insurance premiums or taxes and other expenses advanced, and not to the Mortgagor and Mortgagee jointly; such payment to the Mortgagee shall be applied to the extinguishment of the principal, interest and other obligations secured by this mortgage, whether then due or not; however, the Mortgagee, in lieu thereof, may consent, in writing, to the application by the Mortgagor of the said insurance proceeds to the reconstruction of the improvements on the mortgage property;

(3) To pay all taxes, water and sewer charges and other public dues and assessments of every kind whatsoever for which the property hereby mortgaged may become liable, and to pay all ground rent, if any, when and as the same shall become due and payable and to deposit receipts for the same with the Mortgagee within 30 days after the due date for such payments;

(4) To pay to the Mortgagee, on the same date upon which the payments on account of principal and interest are made, for the purpose of establishing a fund to assure the payment of the taxes, water and sewer charges, and other public dues and charges, the ground rent, if any, the premiums on the policies of fire and extended coverage and any other obligations for which the above-described property may become liable, one-twelfth (1/12th) of the yearly aggregate of such payments as estimated by the Mortgagee. Said amounts so paid to the Mortgagee shall be held by the Mortgagee in trust solely for the purposes indicated and the funds may be commingled with other funds of the Mortgagee, such deposit as herein required shall be known as "Expense Account." [illegible] In the event the Mortgagor fails to provide sufficient funds to pay said expenses, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt herein and shall bear interest at the rate hereinbefore stated as the interest payable on the principal debt, from the date of such payment or payments, and said Mortgagee shall have a lien under this Mortgage on the premises hereinabove described for the amount or amounts so paid, together with the interest thereon as herein stated upon the principal debt. Failure to establish and maintain the aforesaid expense account for the payment of the aforesaid expenses shall, at the option of the Mortgagee, constitute a default in this Mortgage, for which foreclosure of this Mortgage may be instituted.

(5) Not to permit, commit or suffer to be committed any waste, impairment or deterioration of said above described property or any part thereof; and

(6) To pay a late charge not to exceed the greater of Two Dollars ($2.00) or one twentieth (1/20th) of the total amount of any delinquent or late periodic installments of principal and interest which is received at the office of the Mortgagee more than fifteen (15) calendar days after the due date thereof.

It is further agreed between the parties:

1. Each monthly payment made by the Mortgagor and paid to the Mortgagee, where the amount or amounts shall not be equal to the required monthly payments of principal, interest and the Expense Account, shall be applied as follows: First: To the payment of the interest due on the date of said payment; Second: Any balance remaining shall be credited on account of the unpaid principal due as of such date; and Third: Any balance remaining shall be credited to the Expense Account.

2. The holder of this mortgage, in any action to foreclose the same, shall be entitled, without regard to the adequacy of the security for the debt, to have a receiver appointed by the Court to collect the rents and profits of said property and account therefor as the Court may direct.

3. 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 conveyed or encumbered in any other manner, without the Mortgagee's, or other holder of this Mortgage, consent in writing or should the Mortgagor, or any one or more of the Mortgagor group, if more than one, be declared insolvent or bankrupt, then the balance then due or to become due on said principal indebtedness shall, at the option of the Mortgagee, become due and payable and constitute a ground of foreclosure if not paid on demand;

4. At the option of the Mortgagee, the entire indebtedness then unpaid and secured hereby shall become due and payable after a default in the payment of any monthly installment of principal or interest, as herein provided, shall continue for thirty (30) days, or after default, in the performance of any of the covenants or conditions hereof shall have continued for thirty (30) days;

5. The Mortgagee, at Mortgagee's election, may sell the property hereinabove described at the foreclosure sale, subject to one or more of the tenancies entered into subsequent to the recording of the mortgage, provided such fact is disclosed in the advertisement of the sale;

6. 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 shall be entitled to receive in payment of the balance due on principal and interest and shall declare the same in writing, is, by this instrument assigned by Mortgagor to Mortgagee for payment of the said principal and interest due on said mortgage indebtedness, and Mortgagee is hereby authorized to give receipts and releases therefor; and

7. Until default is made, the said Mortgagor may retain possession of the hereby mortgaged property.

8. Each of the parties hereto, Mortgagor and Mortgagee, shall promptly advise the other of any change in the address of either.

THE Mortgagor warrants specially the property hereby mortgaged and will execute such further assurances of the same 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, and the successors and/or assigns of the Mortgagee or Mortgagees. The use of any gender shall be applicable to all genders and "Mortgagee" shall include any payee of the indebtedness hereby secured, or any transferee thereof whether by operation of law or otherwise. The use of the singular shall include the plural, and the plural the singular.

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 Commercial Law Article of the Annotated Code of Maryland, Section 12 (Acts of 1975, Chapter 49); and the parties agree that the provisions of Section 12 of the Commercial Law Article 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 hands and seals of said Mortgagors.

WITNESS:

As to all

Edward E. Beeler (SEAL)

Anne E. Beeler (SEAL)

(ACKNOWLEDGMENT ON FOLLOWING PAGE)

LIBER 119 PAGE 446

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY that on this 6th day of May, 19 77, before me, a Notary Public of said State, personally appeared EDWARD E. BEELER and ANNE E. BEELER, 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 t he y executed the same for the purposes therein contained. At the same time also appeared John T. Latham,

Agent of the within named Mortgagee, and made oath in due form of law that the consideration recited 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 disbursements 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.

Judith H. Miles

Judith H. Miles Notary Public

JUDITH H. MILES NOTARY PUBLIC Anne Arundel Co. 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.

Samuel Schenker

Samuel Schenker Attorney

88,390

1636.9

MORTGAGE

FROM

EDWARD E. BEELER & ANNE E. BEELER

TO

CHESAPEAKE SAVINGS & LOAN ASSOCIATION,

INC. OF ANNAPOLIS, MARYLAND

BLOCK NO. _____

Received for Record, May 10, 1977, at 9:39 o'clock A.M. Same day recorded in Liber Ovc No. 119 Folio 443 &c., one of the Land Records of Queen Anne's County, and examined per Charles H. Cecil, Clerk.

Cost of Record, $ _____

Samuel Schenker
224 Main Street
Annapolis, Md. 21401

CLERK	13.00
STAMP	105.60
TOTAL	118.60

12.00 F.B.

THE DAILY RECORD CO., BALTIMORE, MD. 21202

130.60 Pl.

LIBER 10 PAGE 467

LIBER 10 PAGE 468

SAMUEL SCHENKER * IN THE CIRCUIT COURT
Attorney Named in Mortgage
*
-vs- * FOR QUEEN ANNE'S COUNTY
*
EDWARD E. BEELER AND
ANNE E. BEELER * EQUITY NO. 6136

* * * * * * * * * * * * * * *

STATEMENT OF MORTGAGE CLAIM

Original principal balance, May 6, 1977	$ 40,400.00
Less: Principal payments on account	0.00
Unpaid principal balance as of October 1, 1977	$ 40,400.00
To which must be added interest and penalties from October 1, 1977, to March 28, 1978	1,763.66
	$ 42,163.66
Less escrow	150.00
	$ 42,013.66
Less Loan in Process	2,594.00
NET TOTAL DUE	$ 39,419.66

Samuel Schenker
Attorney Named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 8th day of March, 1978, before me, a Notary Public in and for the State and County aforesaid, personally appeared SAMUEL SCHENKER, the attorney named in mortgage, and acknowledged the information in the aforementioned statement to be true to the best of his knowledge and belief.

Judith H. Miles
Notary Public

NOTARY PUBLIC Anne Arundel Co. Md.

My Commission Expires:

July 1, 1978

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD. 21401

LIBER 10 PAGE 468

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY)
) ss. Annapolis
STATE OF MARYLAND)

I HEREBY CERTIFY that on this 8th day of March, 1978, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, SAMUEL SCHENKER, Attorney Named in Mortgage, plaintiff in the above-entitled cause, and made oath in due form of law that defendants, Edward E. Beeler and Anne E. Beeler, his wife, are not in the military service of the United States of America.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my Notarial Seal this 8th day of March, 1978.

JUDITH H. MILES Notary Public Anne Arundel Co.

Judith H. Miles
Judith H. Miles
Notary Public

My Commission Expires:

July 1, 1978

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD. 21401

LIBER 10 PAGE 470

P. O. BOX 208
21404

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MARYLAND 21401

TELEPHONE: 263-2354
269-0831

March 8, 1978

Mr. and Mrs. Edward E. Beeler
1908 Blue Ridge Road
Edgewater, Maryland 21037

Dear Mr. and Mrs. Beeler:

In accordance with Rule W74 a 2(c), I am hereby sending you notice of the foreclosure of your property located at Lots 9-12, Kentmorr Airpark. The terms of sale, which is set for Tuesday, March 28, 1978, at the property, are set forth in the attached enclosure.

If there are any questions, please do not hesitate to contact me.

Very truly yours,

/S/

Samuel Schenker
Attorney Named in Mortgage

SS/af
Enclosure

REGISTERED MAIL
RETURN RECEIPT REQUESTED

cc: Michael J. Schwarz

No. 304815
RECEIPT FOR CERTIFIED MAIL
NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL
(See Reverse)

SENT TO: Mr & Mrs. Edward E Beeler
STREET AND NO.: 1908 Blue Ridge Road
P.O., STATE AND ZIP CODE: Edgewater, Md. 21037

POSTAGE	$
CERTIFIED FEE	¢
SPECIAL DELIVERY	¢
RESTRICTED DELIVERY	¢
RETURN RECEIPT SERVICE — SHOW TO WHOM AND DATE DELIVERED	¢
RETURN RECEIPT SERVICE — SHOW TO WHOM, DATE, AND ADDRESS OF DELIVERY	¢
RETURN RECEIPT SERVICE — SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	¢
RETURN RECEIPT SERVICE — SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	¢
TOTAL POSTAGE AND FEES	$
POSTMARK OR DATE	

CONSULT POSTMASTER FOR FEES
OPTIONAL SERVICES

ANNAPOLIS MD
MAR 9 2 PM

PS Form 3800, Apr. 1976

SAMUEL SCHENKER Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
-vs-	*	FOR QUEEN ANNE'S COUNTY
EDWARD E. BEELER and ANNE E. BEELER	*	EQUITY NO. 6,136

* * * * * * * * * * * * * *

AMENDED STATEMENT OF MORTGAGE CLAIM

Original principal balance, May 6, 1977	$ 40,400.00
Less: Principal payments on account	0.00
Unpaid principal balance as of October 1, 1977	$ 40,400.00
To which must be added interest and penalties from October 1, 1977 to	2,392.47
	$ 42,792.47
Less escrow	150.00
	$ 42,642.47
Less Loan in Process	2527.00
NET TOTAL DUE	$40,115.47

Samuel Schenker
Attorney Named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 2nd day of ~~April~~ May 1978, before me, a Notary Public in and for the State and County aforesaid, personally appeared SAMUEL SCHENKER, the attorney named in mortgage, and acknowledged the information in the aforementioned statement to be true to the best of his knowledge and belief.

Judith H. Miles
Notary Public

JUDITH H. MILES NOTARY PUBLIC Anne Arundel Co. Md.

My Commission Expires:
July 1, 1978

RECEIVED
CLERK, CIRCUIT COURT
1978 MAY -3 AM 10:03
QUEEN ANNE'S COUNTY

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD. 21401

LIBER 10 PAGE 472

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY)
) ss. Annapolis
STATE OF MARYLAND)

I HEREBY CERTIFY that on this 2nd day of ~~April~~ May, 1978, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, SAMUEL SCHENKER, Attorney Named in Mortgage, plaintiff in the above-entitled cause, and made oath in due form of law that defendants, Edward E. Beeler and Anne E. Beeler, his wife, are not in the military service of the United States of America.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my Notarial Seal this 2nd day of ~~April~~ May, 1978.

Judith H. Miles
Notary Public

JUDITH H. MILES NOTARY PUBLIC Anne Arundel Co. Md.

My Commission Expires:

July 1, 1978

RECEIVED
CLERK, CIRCUIT COURT
1978 MAY -3 AM 10 03
QUEEN ANNE'S COUNTY

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD. 21401

No. 688497

RECEIPT FOR CERTIFIED MAIL

SENT TO Mr. & Mrs. Edward E. Beeler

STREET AND NO. 373 Chesapeake Ave

P.O. STATE AND ZIP CODE Stevensville, Md 21666

POSTMARK OR DATE

ANNAPOLIS, MD
MAY 3 1978
U.S.

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 Jan. 1976 3800 NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL (See other side)

☆ GPO: 1975—O-591-452

May 3, 1978

Mr. and Mrs. Edward E. Beeler
373 Chesapeake Avenue
Stevensville, Md. 21666

Dear Mr. and Mrs. Beeler:

In accordance with Rule W74 a 2(c), I am hereby sending you notice of the foreclosure of your property located at Lots 9-12, Kentmorr Airpark. The terms of sale, which is set for Friday, May 19, 1978, at 11:00 a.m. at the property, are set forth in the attached enclosure.

If there are any questions, do not hesitate to contact me.

Very truly yours,

Samuel Schenker
Attorney Named in Mortgage

SS/af
Enclosure

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RECEIVED
CLERK. CIRCUIT COURT
1978 MAY 12 AM 9:47
QUEEN ANNE'S COUNTY

LIBER 10 PAGE 474

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE, MD. 21203

Equity No. 6136

KNOW ALL MEN BY THESE PRESENTS:

That we, SAMUEL SCHENKER

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 FORTY THOUSAND AND 00/100 - ($40,000.00) - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 11th day of May in the year of our Lord 1978

Whereas, the above bounden Samuel Schenker

by virtue of the power contained in a mortgage from Edward E. Beeler and Anne E. Beeler

to Chesapeake Savings and Loan Association of Annapolis, Maryland

bearing date the 10th day of May, 1977 and recorded among the mortgage records of Queen Anne's County, Maryland in Liber No. 119 Folio 443 and Samuel Schenker, Attorney Named in Mortgage

is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Samuel Schenker, Attorney Named in Mortgage

do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden Samuel Schenker

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Ardis D. King

Samuel Schenker (SEAL)

(SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Ardis D. King

Ardis D. King *Asst. Surety*

By John H. Hopkins, IV *Attorney-in-Fact*

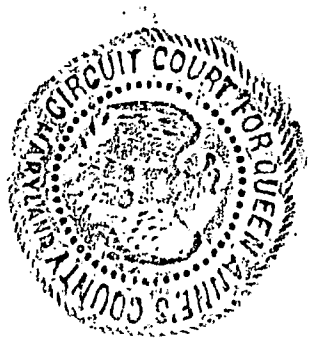
J3228(MD)—500, 11-76 201940
Formerly MD3228a
Mortgagee's or Attorney's Bond

SURETY APPROVED AND BOND FILED ON May 11, 1978

LIBER 2 PAGE 209

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 209, a Bond Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 16th day of May, Nineteen Hundred and Seventy-eight.

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

LIBER 10 PAGE 476

SAMUEL SCHENKER Attorney Named in Mortgage,	*	IN THE CIRCUIT COURT
	*	
-vs-	*	FOR QUEEN ANNE'S COUNTY
EDWARD E. BEELER and ANNE E. BEELER	*	EQUITY NO. 6136

* * * * * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Samuel Schenker, Attorney Named in Mortgage, in Equity No. 6136 for the purpose of selling the hereinafter described property at a mortgage foreclosure, said property being known and described as Lots Nos. 9-12, Bonnett Road, Kentmorr Air Park, Stevensville, Maryland, the proceeding in said cause mentioned respectfully shows:

That after giving bond with security for the faithful performance as prescribed by law and giving notice of the time, place, manner and terms of sale by advertisement in the Queen Anne's Journal, a newspaper published in Queen Anne's County, said advertisement being for more than three weeks before the day of sale, pursuant to said notice, he did attend at the property on Friday, May 19, 1978, at 11:00 a.m., the time and place mentioned in said advertisement, and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in these proceedings, to wit:

All that property situated at Queen Anne's County, Maryland, and described as follows:

BEING known and designated as Lots Nos. 9, 10, 11 and 12, Block F, Kentmorr Air Park, as the same is laid out, shown and designated on a plat entitled, "A Composite Map of Kentmorr Air Park," dated July, 1954, by Walter E. Woodford, Jr. and Wirt D. Bartlett, registered surveyors, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 17, folio 225, which said plat was intended to correct various errors in an earlier plat of said development by J. B. Metcalfe, registered surveyor,

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD. 21401

RECEIVED
CLERK. CIRCUIT COURT
1978 MAY 19 PM 12:08
QUEEN ANNE'S COUNTY

dated May, 1947, and recorded among the Land Records aforesaid in Liber A.S.G., Jr. No. 17, folio 337, as set out in the Surveyor's Certificate and Comparison of Plats on the Plat entitled, "A Composite Map of Kentmorr Air Park," aforesaid, said property being located on Bonnett Road, Stevensville.

Said property being sold to Chesapeake Nat. Bank for the sum of Thirty-Five Thousand and 00/xx DOLLARS being at that price then and there the highest bidder therefor, the said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioneer and report of sale are filed herewith, all of which are respectfully submitted.

AND as in duty bound, etc.

Samuel Schenker
Attorney Named in Mortgage

STATE OF MARYLAND, TO WIT:

I HEREBY CERTIFY that on this 19th day of May 1978, before me, the subscriber, a Notary Public in and for the State and County aforementioned, personally appeared SAMUEL SCHENKER, Attorney Named in Mortgage, for purposes of foreclosure in Equity No. 6136 and made oath in due form of law that the matter and facts set forth in the above report of sale are true as therein set forth and that the sale was fairly made.

WITNESS MY HAND AND NOTARIAL SEAL.

Notary Public

My Commission Expires:

July 1, 1978

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD. 21401

LIBER 10 PAGE 478

SAMUEL SCHENKER Attorney Named in Mortage	*	IN THE CIRCUIT COURT
-vs-	*	FOR QUEEN ANNE'S COUNTY
EDWARD E. BEELER and ANNE E. BEELER	*	EQUITY NO. 6136

* * * * * * * * * * * * * * * * *

AUCTIONEER'S CERTIFICATE

I HEREBY CERTIFY that on May 19th at 11:00 a.m. I sold the property known as Lots Nos. 9, 10, 11 and 12, Block F, Kentmorr Air Park, Stevensville, Maryland as described in the attached advertisement of sale to Chesapeake Savings & Loan Association for Thirty-Five Thousand and 00/XX DOLLARS, and further certify that the sale was fairly made.

Joseph A. Jackson, Jr.
Auctioneer

RECEIVED
CLERK, CIRCUIT COURT
1978 MAY 19 PM 12:08
QUEEN ANNE'S COUNTY

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD. 21401

SAMUEL SCHENKER Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
	*	
-vs-	*	FOR QUEEN ANNE'S COUNTY
EDWARD E. BEELER and ANNE E. BEELER	*	EQUITY NO. 6136

* * * * * * * * * * * * *

AFFIDAVIT BY PURCHASER

STATE OF MARYLAND, TO WIT:

KNOW ALL MEN BY THESE PRESENTS: That before me, the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared Judith Miles, Agent for Chesapeake Savings Assn purchaser in the above-mentioned Equity proceedings and did make affidavit and oath in due form of law that in pursuance to the Maryland Rule of Procedures Rule BR6, Sub-section B3, that she is not acting as agent for anyone else, and that there are no other principals interested in the purchase of this property under this Attorney Named in Mortgage Sale, other than the purchaser set forth herein, and she does further make affidavit and oath in due form of law, that she not indirectly or directly discouraged anyone from bidding for the said property contained in Equity proceedings No. 6136 in the Circuit Court for Anne Arundel County, Maryland.

Judith A. Miles
for Chesapeake Savings Assn

WITNESS MY HAND AND NOTARIAL SEAL this 19th day of May, 1978

Notary Public

RECEIVED
CLERK, CIRCUIT COURT
1978 MAY 19 PM 12:09
QUEEN ANNE'S COUNTY

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD. 21401

My Commission Expires:

July 1, 1978

LIBER 10 PAGE 480

ORDER NISI ON SALE

SAMUEL SCHENKER
Attorney Named in Mortgage

vs.

EDWARD E. BEELER and
ANNE E. BEELER

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

Cause No. 6136

ORDERED, this 19th day of May, 19 78, that the sale of the real property, made and reported in this cause by Samuel Schenker, Attorney named in Mortgage, be ratified and confirmed, on or after the 22nd day of June, 19 78, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 15th day of June, 19 78.

The report states the amount of sales to be $ 35,000.00.

Charles H. Cecil Clerk

Filed May 19, 1978

June 6 19 78

THIS IS TO CERTIFY, That the annexed

Mortgage Sale(Edward E. Beeler) 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 18 day of May 19 78

BAY PUBLISHING CORPORATION
Publishers

By Douglas A. Murdock

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1978 JUN -5 PM 3:40
QUEEN ANNE'S COUNTY

SAMUEL SCHENKER, Attorney at Law
224 Main Street
ANNAPOLIS, MARYLAND

Mortgage Sale

PROPERTY LOCATED IN THE FOURTH ELECTION DISTRICT OF QUEEN ANNE'S COUNTY, STATE OF MARYLAND, KNOWN AS LOTS NOS. 9-12, BONNETT ROAD, KENTMORR AIR PARK, STEVENSVILLE.

UNDER AND BY VIRTUE of the power of sale contained in a mortgage from Edward E. Beeler and Anne E. Beeler, his wife, dated May 6, 1977, and recorded in Liber 119, folio 443 (default having occurred thereunder), the undersigned Attorney Named in Mortgage will offer for sale by public auction at the property, Lots 9-12, Bonnett Drive, Kentmorr Air Park, Stevensville, Maryland on:

Friday, May 19, 1978
At 11:00 a.m.

The property described in said mortgage situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, and described as follows:

BEING known and designated as Lots Nos. 9, 10, 11 and 12, Block F, Kentmorr Air Park, as the same is laid out, shown and designated on a plat entitled, "A Composite Map of Kentmorr Air Park," dated July, 1954, by Walter E. Woodford, Jr. and Wirt D. Bartlett, registered surveyors, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 17, folio 225, which said plat was intended to correct various errors in an earlier plat of said development by J.B. Metcalfe, registered surveyor, dated May, 1947, and recorded among the Land Records aforesaid in Liber A.S.G., Jr. No. 17, folio 337, as set out in the Surveyor's Certificate and Comparison of Plats on the plat entitled, "A' Composite Map of Kentmorr Air Park," aforesaid, said property being located on Bonnett Road, Stevensville. Sale subject to restrictions of record, if any.

IMPROVEMENTS: One-family residential dwelling, no carpet, no kitchen appliances, no well, heating not complete, stairs from garage to house not complete.

TERMS OF SALE: A cash deposit of $4,500.00 will be required of purchaser at time and place of sale, balance of purchase money upon ratification of sale by the Circuit Court of Queen Anne's County. If settlement is not made within ten (10) days after ratification, the buyer will default the deposit as liquidated damages. The balance due under the sale shall bear interest at eight (8) per cent from the date of sale to date of settlement. Cost of transferring the deed, including the State and County transfer taxes, will be the responsibility of the purchaser. Taxes and other expenses and/or other assessments will be adjusted to date of sale.

SAMUEL SCHENKER
Attorney Named In Mortgage
Joseph A. Jackson, Jr., Auctioneer

5-3-3-R.O.

LIBER 10 PAGE 482

SAMUEL SCHENKER Attorney Named in Mortgage	*	IN THE
	*	CIRCUIT COURT
-vs-	*	FOR QUEEN ANNE'S COUNTY
EDWARD E. BEELER ANNE E. BEELER	*	EQUITY NO. 6136
	*	

* * * * * * * * *

PETITION TO SUBSTITUTE PURCHASER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Michael Leo Luttrell and Mary Eileen Luttrell, his wife, respectfully represents unto your Honor:

1. That heretofore, Samuel Schenker, Attorney named in Mortgage, at a public sale held on May 19, 1978, sold the following property:

Lot no.s 9-12, Bonnett Road, Kentmorr Air Park, Stevensville, Maryland.

BEING the same property conveyed to Edward E. Beeler and Anne E. Beeler by Kentmorr Marina, Inc., by deed dated April 22, 1977, and recorded among the Land Records of Queen Anne's County in C.W.C. 119, folio 441; unto Chesapeake Savings & Loan Association, Inc., of Annapolis, Maryland at and for the sum of Thirty-Five Thousand Dollars ($35,000.00). That the said Chesapeake Savings & Loan Association, Inc. of Annapolis, Maryland has sold and assigned all of their right, title and interest in and to the aforementioned property unto your Petitioners.

2. That the aforementioned sale has been reported to this Honorable Court for ratification. Your Petitioners desire that this Court by its Order, substitute your Petitioners as Purchasers in the place and stead of Chesapeake Savings & Loan Association, Inc., of Annapolis, Maryland.

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QUEEN ANNE'S COUNTY

Michael Leo Luttrell — Mary Eileen Luttrell

Petitioners

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD. 21401

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 1st day of June, 1978, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Michael Leo Luttrell and Mary Eileen Luttrell, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true to the best of their knowledge, information and belief.

WITNESS my hand and Notarial seal.

JUDITH H. MILES NOTARY PUBLIC Anne Arundel Co. Md.

Judith H. Miles
Notary Public

WE HEREBY ASSENT to the passage of the within Order of Court.

Chesapeake Savings & Loan Association, Inc., of Annapolis, Maryland

By Jack E. Obenshain
Secretary

Samuel Schenker
Attorney Named in Mortgage

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD. 21401

LIBER 10 PAGE 483

SAMUEL SCHENKER Attorney Named in Mortgage	*	IN THE
	*	CIRCUIT COURT
-vs.-	*	FOR QUEEN ANNE'S COUNTY
EDWARD E. BEELER ANNE E. BEELER	*	EQUITY NO. 6136

* * * * * * * * *

ORDER

UPON the aforegoing Petition, Affidavit and assent, it is this 16th day of June, 1978, ORDERED by the Circuit Court of Queen Anne's County, in Equity, that Michael Leo Luttrell and Mary Eileen Luttrell, his wife, be and they are hereby substituted as purchasers in the place and stead of Chesapeake Savings & Loan Association, Inc., of Annapolis, Maryland of the property more particularly described in the aforegoing Petition.

B. Hackett Turner Jr.
Judge

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CLERK, CIRCUIT COURT
1978 JUN 16 PM 2:06
QUEEN ANNE'S COUNTY

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD. 21401

Centreville, Md. June 22, 19 78

We Hereby Certify

That the annexed advertisement of

Order NISI on Sale

was published in the QUEEN ANNE'S JOURNAL, a newspaper published in Queen Anne's county Maryland, once in each of three successive weeks before the ____ day of ____ 19____

And that the first insertion of said advertisement in the said QUEEN ANNE'S JOURNAL was on the 31st day of May, 19 78, and the last insertion on the 14th day of June, 19 78

Dan Tabler
Publishers, Queen Anne's Journal

Per Shirley K. Gardner

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1978 JUN 26 AM 10: 32
QUEEN ANNE'S COUNTY

ORDER NISI ON SALE
In the Circuit Court
for Queen Anne's County
In Equity
SAMOEL SCHENKER
Attorney Nomed in
Mortgoge
vs.
EDWARD E. BEELER and
ANNE E. BEELER
Couse No. 6136

ORDERED, this 19th day of Moy, 1978, that the sole of the real property, made and reported in this couse by Somuel Schenker, Attorney nomed in Mortgage, be rotified ond confirmed, on or ofter the 22nd doy of June, 1978, unless couse to the controry thereof be previously shown; provided a copy of this order be inserted in some newspoper published in Queen Anne's County, Marylond, once in eoch of three successive weeks before the 15th doy of June, 1978.

the report states the amount of sales to be $35,000.00.

CHARLES W. CECIL
Clerk

Filed May 19, 1978
TRUE COPY, TEST:
CHARLES W. CECIL, CLERK
BY: Betty M. Comegys
Deputy Clerk
(5-31;6-7,14) #43

LIBER 10 PAGE 486

P. O. BOX 208
21404

TELEPHONE 263-2354
269-0831

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MARYLAND 21401

June 23, 1978

Queen Anne's County Circuit Court
Courthouse
Queen Anne's County
Centreville, Maryland
21617

Mr. Clerk:

Enclosed please find Order Nisi Document for the Judge to sign for Samuel Schenker, Attorney Named in Mortgage vs. Edward E. Beeler and Anne E. Beeler, Equity #6136. Thank you for your cooperation in this matter. If you have any questions, please do not hesitate to contact me.

Very truly yours,

Samuel Schenker

SS/dsh
Enclosure

Samuel Schenker Attorney Named in Mortgage	*	IN THE
	*	CIRCUIT COURT FOR
-vs.-	*	QUEEN ANNE'S COUNTY
Edward E. Beeler and Anne E. Beeler	*	EQUITY #6136

* * * * * * * * *

ORDER NISI

ORDERED BY THE COURT, This 29th day of June, 1978, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause: and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

B Hackett Turner Jr.
Judge

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CLERK, CIRCUIT COURT
1978 JUN 29 AM 9:23
QUEEN ANNE'S COUNTY

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD. 21401

LIBER 10 PAGE 488

SAMUEL SCHENKER Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
VS.	*	FOR QUEEN ANNE'S COUNTY
EDWARD E. BEELER and ANNE E. BEELER	*	EQUITY NO. 6136

* * * * * * * * * * * * * *

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of J. Thomas Clark, Aduitor, unto your Honor respectfully represents:

1. That this account is stated at the request of Samuel Schenker, Attorney named in mortgage; wherein it appears that the proceeds of sale are insufficient to pay the indebtedness; the deficiency is in the amount of $7,564.56.

2. That in the within account of Samuel Schenker, Attorney named in Mortgage, charged with the proceeds of sale made by him, and he is allowed his commissions for sale of land, his fee for mortgage, the court costs paid in this cause, the court costs due in this cause, the premium paid on the bond, the costs paid for advertising said sale and Order Nisi of said sale, the amount paid for certified mail, the amount paid to the auctioneer for crying said sale, the fee of your auditor, and the balance was credited toward the mortgage indebtedness.

Respectfully submitted,

July 14, 1978

J. Thomas Clark

J. Thomas Clark, Auditor

RECEIVED
CLERK. CIRCUIT COURT
1978 JUL 14 PM 2:25
QUEEN ANNE'S COUNTY

CAUSE NO. 6136

The proceeds of sale of land reported in this cause in account with Samuel Schenker, Attorney named in Mortgage, and vendor of said land.

CR.

1978		
June 28	By proceeds of sale of land, per reports of said vendor, to wit----------	$35,000.00
	State and County Taxes for 1977-78 from 6/28/78 to 6/30/78 ----------	1.12
		$35,001.12

DR.

To Samuel Schenker, Attorney named in mortgage for		
1. counsel fee for mortgage	400.00	
2. commissions on sale	1,900.00	$2,300.00
To do for an amount paid Charles W. Cecil, Clerk for advanced costs		40.00
To do for an amount due Charles W. Cecil, Clerk for		
1. Clerk's additional	85.00	
2. Appearance fee	10.00	95.00
To do for an amound due Fidelity and Deposit Company for bond premium		160.00
To do for an amount paid The Banner for advertising said sale		143.40
To do for an amount paid Capital Gazette Newspapers, Inc. for advertising said sale		124.80
To do for an amount paid The Record Observer for advertising said sale		94.50
To do for an amound paid Queen Anne's Journal for Order Nisi		28.86
To do for an amound due Samuel Schenker for certified mail		1.96
To do for an amount paid Jackson's Auction Service for crying said sale		87.50
To do for an amound due J. Thomas Clark, Auditor for		
1. stating this account	45.00	
2. notifying parties	25.00	70.00

July 14, 1978

J. Thomas Clark
Auditor

To do for an amount due Chesapeake Savings and Loan Association, Inc., of Annapolis, Maryland for partial payment of the principal and interest due on mortgage which is in the full amount of $39,419.66

$31,855.10	
$35,001.12	$35,001.12

July 14, 1978

J. Thomas Clark
Auditor

SAMUEL SCHENKER
Attorney named in Mortgage

Vs.

EDWARD E. BEELER and
ANNE E. BEELER

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

EQUITY NO. 6136

* * * * * * * * * * * *

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on July 14, 1978, 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:

Samuel Schenker, Esquire
224 Main Street
Annapolis, MD 21401

Chesapeake Savings & Loan Association, Inc., of Annapolis, Maryland
224 Main Street
Annapolis, MD 21401

Edward E. Beeler and Anne E. Beeler
373 Chesapeake Avenue
Stevensville, MD 21666

Michael Leo Luttrell and Mary Eileen Luttrell
373 Chesapeake Avenue
Stevensville, MD 21666

Pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify each of the, that said account was filed on July 14, 1978, with the Clerk of the Court, Centreville, Maryland, and the exceptions to said audit must be filed on or before July 31, 1978, and that if no exceptions are filed within such fifteen-day period, the account may thereupon be ratified on August 1, 1978.

J. Thomas Clark
Auditor

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QUEEN ANNE'S COUNTY

LIBER 10 PAGE 492

SAMUEL SCHENKER, Attorned named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
	*	No. 6136
EDWARD E. BEELER, et al.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 14th day of July, 19 78, 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 78, 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 July 14, 1978

SAMUEL SCHENKER, Attorney named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6136
	*	
EDWARD E. BEELER, et al.	*	
	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 1st day of August, 19 78, by the Court that the account of the Auditor is finally ratified and confirmed, and Samuel Schenker, Attyorney, ~~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 N. Cole Clerk

Filed August 1, 1978

In the Matter of	:	IN THE
	:	CIRCUIT COURT FOR
CLOVERFIELDS IMPROVEMENT ASSOCIATION, INC.	:	QUEEN ANNE"S COUNTY
	:	Chancery # 6258
Trustee	:	

SEP 27-78 * 2 425 *****50.00
SEP 27-78 A 92 425 *****50.00

PETITION
FOR AUTHORIZATION AND RATIFICATION
OF
PROPOSED COMPROMISE AND SETTLEMENT

Cloverfields Improvement Association, Inc., a Maryland corporation, by John W. Sause, Jr., its attorney, and Seabreeze Properties, Inc., a Maryland corporation, by Irwin M. Sussman, its attorney, respectfully show:

1. Cloverfields Improvement Association, Inc., ("the Association") is a Maryland corporation with its only place of business in Queen Anne's County and holds certain real property in Queen Anne's County subject to a Declaration dated February 24, 1978, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. 131, folio 700. A copy of such Declaration is attached hereto as Exhibit A.

2. Seabreeze Properties Inc., ("Seabreeze") is a Maryland corporation and owns certain lots in "Cloverfields."

3. Certain differences arose between the Association and Seabreeze with respect, among other matters, to the collection of a "lot charge" or "recreational fee" assessed upon all lots in the development in the Fourth Election District of Queen Anne's County, known as "Cloverfields", as will more fully appear by reference to the proceedings in Chancery # 5419 of this Court and especially the Decree of this Court dated October 3, 1975, the Amended Decree of April 3, 1978, and the Mandates of the Court of Appeals of Maryland and the Court of Special Appeals of Maryland referred to therein.

4. In order to resolve the remaining differences between them and to terminate the matter now pending in the Court of Special Appeals of Maryland as No. 406, September Term 1978, which is an appeal by Seabreeze from the Amended Decree of April 3, 1978, the Association and Seabreeze have entered into an Agreement of Compromise and Settlement, a copy of which is attached hereto as Exhibit B.

5. The Association believes that the terms of the Agreement of Compromise and Settlement are in the best interests of the Association, the trust property referred to in Exhibit A and those persons who are concerned with the property held by the Association for the following primary reasons:

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CLERK, CIRCUIT COURT
1978 SEP 27 PM 3:40
QUEEN ANNE'S COUNTY

a. The matter has been the subject of active and expensive litigation since 1973;

b. The monetary amount of the settlement and compromise represents more than 60% of the total amount believed by the Association to be due from Seabreeze at this time;

c. Further litigation, particularly defense of the appeal now pending in the Court of Special Appeals, will be expensive and time-consuming;

d. The settlement and compromise will resolve the uncertainity, inherent in any appeal, about the total amount which Seabreeze owes at this time;

e. Resolution of the matter will assist in restoring and promoting harmony in "Cloverfields";

f. Resolution of the matter will permit the officers and directors of the Association, all of whom serve without pay, to direct their full attention to the management, supervision and maintenance of the recreational facilities at "Cloverfields" and other matters relating to the general welfare of the community.

6. Although the Association has authority to approve said compromise and settlement under the provisions of Section 15-102 (e) of the Estates Article of the Annotated Code of Maryland (and the Board of Directors of the Association has given such approval), the Association seeks the additional authorization and ratification of this Court in accordance with Maryland Rule V77 b.

WHEREFORE, the petitioners ask that the Agreement of Compromise and Settlement be authorized and ratified.

John W. Sause, Jr.
204 North Commerce Street
Centreville, Maryland 21617
758-0970

Attorney for
Cloverfields Improvement
Association, Inc.

Irwin M. Sussman
912 Fidelity Building
210 North Charles Street
Baltimore, Maryland 21202
685-2800

Attorney for
Seabreeze Properties, Inc.

LIBER 131 PAGE 700

EXHIBIT A

DOCUMENT NO. 72,708

This DECLARATION is made this 24th day of February, 1978, by Cloverfields Improvement Association, Inc., a Maryland corporation.

Explanatory Statement

By Deed and Partial Release of Deed of Trust dated March 30, 1965, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. 14, folio 499, (the "Deed and Partial Release") B. Bentley Bell and Associates, Inc., et al., conveyed to Cloverfields Improvement Association, Inc., a parcel of land containing 3.764 acres of land, more or less (there and here referred to as "Cloverfields House Recreation Area") and another parcel of land containing 3.758 acres of land, more or less (there and here referred to as "Boat Basin Recreation Area").

FEB 24-78 * 21524 ******7.00
FEB 24-78 A 21524 ******7.00

It was, at all times, agreed and understood by Cloverfields Improvement Association, Inc. that the Cloverfields House Recreation Area and the Boat Basin Recreation Area together with all buildings and improvements thereon erected, to be made or in being were to be held by it in trust and operated as recreational facilities for all owners, from time to time, of all those lots of land in the subdivision known as "Cloverfields", Fourth Election District, Queen Anne's County, Maryland, which are subject to the payment of a charge or assessment of Twenty Dollars ($20.00) per year as more fully set forth under the terms and provisions of three (3) deeds from Guaranteed Realty Corporation being: (a) a deed dated March 26, 1959, and recorded in Liber T.S.P. 46, folio 529; (b) a deed dated May 6, 1959, and recorded in Liber T.S.P. 47, folio 479; and (c) a deed dated August 31, 1959, and recorded in Liber T.S.P. 50, folio 520. The last three instruments are hereafter referred to as "the Deeds of Restrictions".

The purpose of this Declaration is to confirm and to provide a permanent written memorial of the facts recited in the preceding paragraphs.

NOW, THEREFORE, Cloverfields Improvement Association, Inc., for itself and its successors and assigns, does hereby acknowledge and declare that it holds the Cloverfields House Recreation Area and the Boat Basin Recreation Area, together with all buildings and improvements thereon erected, to be made or in being (which will be operated by Cloverfields Improvement Association,

CLERK, CIRCUIT COURT
1978 FEB 24 PM 2:43
QUEEN ANNE'S COUNTY

Inc., its successors and assigns, only as recreation facilities) in trust to and for the use and benefit in common of all the owners, from time to time, of those lots of land in the subdivision known as "Cloverfields", Fourth Election District, Queen Anne's County, Maryland, which are subject to the payment of a charge or assessment of Twenty Dollars ($20.00) per year under the terms of the Deeds of Restrictions.

Nothing in this Declaration shall be construed to limit or to effect the terms, provisions and conditions of the Deed and Partial Release dated March 30, 1965, under and subject to which B. Bentley Bell and Associates, Inc., et al, granted and conveyed the Cloverfields House Recreation Area and the Boat Basin Recreation Area and the buildings and improvements thereon erected, to be made or in being, to Cloverfields Improvement Association, Inc., including, but not limited to, the rights, powers, easements and the right of reverter contained therein.

The provisions of this Declaration shall run with and bind all of the lands herein above described as the Cloverfields House Recreation Area and the Boat Basin Recreation Area.

AS WITNESS the corporate seal of Cloverfields Improvement Association, Inc., and the signature of its President, attested by its Secretary.

Attest:

Patricia A. Dixon
Secretary

CLOVERFIELDS IMPROVEMENT ASSOCIATION, INC.

By: Eric Erhart (SEAL)
Eric Erhart
President

STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S:

On this the 24th day of February, 1978, before me, the undersigned officer, personally appeared Eric Erhart, who acknowledged himself to be the President of Cloverfields Improvement Association, Inc., a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

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

Notary Public

My commission expires: July 1, 1978

IMS:lw
9/14/78

[LIBER 10 PAGE 498]

EXHIBIT B

THIS AGREEMENT OF COMPROMISE AND SETTLEMENT (this "Agreement") made this 25 day of September, 1978, by and between CLOVERFIELDS IMPROVEMENT ASSOCIATION, INC., a Maryland Corporation, hereafter called the "Association" and SEABREEZE PROPERTIES, INC., a Maryland Corporation, hereafter called "Seabreeze".

EXPLANATORY STATEMENT

In an appeal involving the parties to this Agreement and others, the Court of Appeals of Maryland (No. 114, September Term 1976) and the Court of Special Appeals of Maryland (No. 1142, September Term 1975) affirmed a Decree of the Circuit Court for Queen Anne's County passed in Chancery Cause #5419 as will more fully appear by reference to those proceedings.

The Courts of Appeal also directed that Seabreeze assign to Cloverfields all of the right or interest which Seabreeze held (by virtue of a Deed, Assignment and Assumption from Olive J. Nichols and Catherine C. Wallman, Surviving Directors, dated July 2, 1971, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. 56, Folio 622) in and to what is described in the latter instrument as:

> The right to collect from the Contract Purchaser or the Owner of any lot in Cloverfields a sum not to exceed Twenty Dollars ($20.00) per year for each and every lot sold, accounting from July 2, 1971; said sum to be used for management, supervision, and maintenance of the recreational facilities at Cloverfields.

Such right (hereafter referred to as "the recreational charge") was originally established and is more fully defined in three (3) deeds creating reservations, restrictions, conditions, and agreements in the subdivision known and hereafter referred to as "Cloverfields", Fourth Election District, Queen Anne's County, Maryland, which deeds are recorded, respectively, among the aforesaid Land Records in Liber T.S.P. 46, Folio 529; T.S.P. 47, Folio 479; and T.S.P. 50, Folio 520.

Subsequent to the decisions of the Courts of Appeal, a controversy arose between the parties as to the scope of the assignment contemplated by the decisions and Mandates of the Courts of Appeal. By its Amended Decree of April 3, 1978, the Circuit Court for Queen Anne's County ordered and directed that "The right or interest to be assigned specifically includes the right to collect the designated sum from any lot in Cloverfields owned by Seabreeze Properties, Inc., on and after July 2, 1971".

Seabreeze filed a timely appeal from the Amended Decree of the Circuit Court for Queen Anne's County, such appeal now pending in the Court of Special Appeals of Maryland as No. 406, September Term 1978.

In a spirit of compromise, and with the intention of finally resolving the remaining differences between them with respect to the recreational charge, the parties, acting through their respective officers and counsel, have agreed to settle those differences in the manner set forth hereafter and to end the pending litigation between them.

NOW, THEREFORE, THIS AGREEMENT WITNESSES THAT, subject always to the provisions of Paragraph 8 of this Agreement:

IMS:lw
9/19/78

1. Seabreeze shall execute, acknowledge and deliver to the Association an Assignment of the right to collect the recreational charge. Such Assignment shall be in the form of Schedule I, attached to and made a part of this Agreement. The Association agrees to execute and acknowledge the Assignment for the purposes set forth therein. The Assignment shall be recorded at the expense of the Association.

2. Seabreeze promises and agrees to pay to the Association the sum of Thirty Thousand Dollars ($30,000.00) in cash within thirty-one (31) days of final ratification (without further appeal) of this Agreement by the Circuit Court for Queen Anne's County as hereafter provided in Paragraph 6. The Association recognizes that such payment is in full and complete compromise, settlement and discharge of any claim which the Association might now or hereafter have to collect any recreational charge from Seabreeze with respect to any lot in "Cloverfields" owned of record by Seabreeze through December 31, 1978.

3. Seabreeze promises and agrees that, from and after January 1, 1979, Seabreeze will pay to the Association, its successors and assigns, the sum of Twenty Dollars ($20.00) representing the recreational charge for each and every lot owned by Seabreeze as of January 1, 1979 and thereafter on January 1 of each year to follow as to each lot then titled of record in its name, said sum to be used by the Association, its successors and assigns for the management, supervision and maintenance of the recreational facilities at "Cloverfields" in the manner and to the extent set forth in the three (3) deeds creating reservations, restrictions, conditions and agreements which are referred to in the Explanatory Statement. It is the intention of this paragraph, that, from and after January 1, 1979, Seabreeze shall pay the recreational charges in the same manner and to the same extent as any other lot owner at "Cloverfields".

4. Seabreeze promises and agrees that following ratification of this Agreement by the Circuit Court for Queen Anne's County as hereafter provided (and no appeal having been filed) Seabreeze will dismiss the appeal which it has filed to the Court of Special Appeals of Maryland, which appeal is designated No. 406, September Term 1978. Neither party shall be liable to the other party for any costs incurred by the other party with respect to such appeal. The parties agree that, immediately upon such dismissal and delivery of the Assignment referred to in Paragraph 1 and the cash payment referred to in Paragraph 2, the Supersedeas Bond posted by Seabreeze with the Clerk of the Circuit Court for Queen Anne's County shall be released and returned to Seabreeze as its absolute property.

5. The Association agrees for itself and its successors and assigns that from and after the payment and delivery of the Assignment referred to in Paragraphs 1 and 2 above, it will make no demand upon Seabreeze, its successors or assigns, for any recreational charge which accrued on or prior to December 31, 1978, with respect to a lot in "Cloverfields" owned by Seabreeze on that date, and will, at the expense of Seabreeze, join in and defend against any such claims. It is the intention of this paragraph 5 that the sum referred to in Paragraph 1 of this Agreement shall be accepted by the Association in full, final and complete settlement and discharge of any recreational charges which might otherwise be due or payable by Seabreeze as of December 31, 1978 with respect to any lot or lots then owned of record by Seabreeze.

LIBER 10 PAGE 499

LIBER 10 PAGE 500

6. Immediately upon the execution of this Agrement by the proper officers of the parties, the parties agree that they will jointly submit this Agreement to the Circuit Court for Queen Anne's County for authorization and ratification pursuant to Maryland Rule V77 b. A copy of the Joint Petition to be filed by the parties and the pro forma Order to be submitted by the parties is attached hereto as part of this Agreement. The court costs assessed in such proceeding shall be equally divided between the parties to this Agreement.

7. The Association agrees that it will, at its own cost and expense, distribute to its members the notices referred to in the attached pro forma Order and will certify to the Circuit Court that it has done so as therein provided.

8. Anything herein to the contrary notwithstanding, this Agreement is null and void for all purposes if the Circuit Court for Queen Anne's County does not enter a final order ratifying and approving Paragraphs 1 through 5, inclusive of this Agreement on or before October 31, 1978 or if a final order is overturned on appeal. It is understood and agreed that no party may use the fact of the execution of this Agreement or any term or condition of this Agreement as evidence in any proceeding, if this Agreement becomes null and void for the reason set forth in this paragraph 8.

9. The Explanatory Statement in this Agreement is not merely prefatory but forms, and shall be construed as a part hereof.

10. The terms of Paragraphs 3 and 5 of this Agreement shall not be merged in the Assignment given pursuant to Paragraph 1.

11. This Agreement is binding upon the respective successors and assigns of the parties. There are no terms and conditions of agreement between the parties which are not expressly set forth herein.

IN WITNESS WHEREOF the parties hereto have properly executed this Agreement and have affixed their respective seals as of the dates appearing below.

ATTEST:

CLOVERFIELDS IMPROVEMENT ASSOCIATION, INC.

Secretary — Date 9/25/78 — President

Secretary — Date 9/25/78 — Vice-President

(Affix Corporate Seal)

SEABREEZE PROPERTIES, INC.

Secretary — Date 9/19/78 — President

(Affix Corporate Seal)

IMS:sls
9/19/78

SCHEDULE I

THIS ASSIGNMENT made the _____ day of October, 1978, by and between SEABREEZE PROPERTIES, INC., a Maryland Corporation, first party, and CLOVERFIELDS IMPROVEMENT ASSOCIATION, INC., a Maryland Corporation, second party, and

WITNESSETH, that in accordance with the Amended Decree passed by the Circuit Court for Queen Anne's County, in Chancery Cause No. 5419 on April 3, 1978, and the Decree passed by the Circuit Court for Queen Anne's County on October , 1978, in Chancery Cause # , and for the reasons and consideration mentioned in those proceedings, Seabreeze Properties, Inc., does hereby set over, transfer and assign to Cloverfields Improvement Association, Inc., its successors and assigns all of the following:

> "THE RIGHT to collect from the Contract Purchaser or the Owner of any lot in Cloverfields a sum not to exceed Twenty Dollars ($20.00) per year for each and every lot sold, accounting from July 2, 1971; said sum to be used for management, supervision, and maintenance of the recreational facilities at Cloverfields".

BEING one of the rights, powers, titles, easements and estates originally reserved to Guaranteed Realty Corporation under and by virtue of three (3) Deeds - hereafter referred to as the "Ryan Deeds" - creating the reservations, restrictions, conditions, agreements, etc., in the subdivision known as Cloverfields from Guaranteed Realty Corporation to Helen B. Ryan, being: (a) a Deed dated March 26, 1959, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 46, Folio 529, and (b) a Deed dated May 6, 1959, recorded among the Land Records in Liber T.S.P. No. 47, Folio 479, and (c) a Deed dated August 31, 1959, recorded among such Land Records in Liber T.S.P. No. 50, Folio 520.

BEING also one of the rights, powers, titles, easements and estates assigned to Seabreeze Properties, Inc., under the terms of a Deed, Assignment and Assumption from Olive J. Nichols and Catherine C. Wallman, Surviving Directors, dated July 2, 1971, and recorded among the Land Records of Queen Anne's County, Maryland in Liber C.W.C. 56, Folio 622.

RESERVING, HOWEVER, to Seabreeze Properties, Inc., all other rights, powers, titles, easements and estates heretofore granted, conveyed and assigned to it and the enforcement of all such other rights, powers, titles, easements and estates.

AND Cloverfields Improvement Association, Inc., in accordance with the provisions of the Ryan Deeds hereby joins in the execution hereof for the purpose of formally agreeing to assume and accept the enforcement of such right to collect the annual lot charges and to carry out and perform the same as provided under the terms of the Ryan Deeds.

AS WITNESS the corporate seal of Seabreeze Properties, Inc. and the signature of Morris H. Wolf, its President, and the corporate seal of Cloverfields Improvement Association, Inc. and the signatures of Audrey Kerr, its President and of , its Vice-President.

ATTEST: SEABREEZE PROPERTIES, INC.

_____ _____ By: _____
Secretary Date Morris H. Wolf, President

ATTEST: CLOVERFIELDS IMPROVEMENT ASSOCIATION

_____ _____ By: _____
Secretary Date Audrey Kerr, President
and

_____ _____ By: _____
Secretary Date , Vice-President

IMS:sls
9/19/78

LIBER 10 PAGE 502

STATE OF MARYLAND)
) SS:
_____ OF BALTIMORE)

I HEREBY CERTIFY that on this _____ day of _____, 1978, before me, the undersigned officer, personally appeared MORRIS H. WOLF, who acknowledged himself to be the President of SEABREEZE PROPERTIES, INC., a Maryland corporation, and that as such President, being authorized so to do, executed the aforegoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

_____
Notary Public
My Commission Expires:_____

STATE OF MARYLAND)
) SS:
_____OF_____)

I HEREBY CERTIFY that on this _____ day of _____, 1978, before me, the undersigned officer, personally appeared AUDREY KERR, who acknowledged herself to be the President of CLOVERFIELDS IMPROVEMENT ASSOCIATION, INC., a Maryland corporation, and that as such President, being authorized so to do, executed the aforegoing instrument for the purposes therein contained by signing the name of the corporation by herself as President.

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

_____
Notary Public
My Commission Expires:_____

STATE OF MARYLAND)
) SS:
_____OF_____)

I HEREBY CERTIFY that on this _____ day of _____, 1978, before me, the undersigned officer, personally appeared _____, who acknowledged ____self to be the Vice-President of CLOVERFIELDS IMPROVEMENT ASSOCIATION, INC., a Maryland corporation, and that as such Vice-President, being authorized so to do, executed the aforegoing instrument for the purposes therein contained by signing the name of the corporation by _____self as Vice-President.

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

_____
Notary Public
My Commission Expires:_____

In the Matter of	:	IN THE
	:	CIRCUIT COURT FOR
CLOVERFIELDS IMPROVEMENT ASSOCIATION, INC.	:	QUEEN ANNE"S COUNTY
	:	Chancery #
Trustee	:	

PETITION
FOR AUTHORIZATION AND RATIFICATION
OF
PROPOSED COMPROMISE AND SETTLEMENT

Cloverfields Improvement Association, Inc., a Maryland corporation, by John W. Sause, Jr., its attorney, and Seabreeze Properties, Inc., a Maryland corporation, by Irwin M. Sussman, its attorney, respectfully show:

1. Cloverfields Improvement Association, Inc., ("the Association") is a Maryland corporation with its only place of business in Queen Anne's County and holds certain real property in Queen Anne's County subject to a Declaration dated February 24, 1978, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. 131, folio 700. A copy of such Declaration is attached hereto as Exhibit A.

2. Seabreeze Properties Inc., ("Seabreeze") is a Maryland corporation and owns certain lots in "Cloverfields."

3. Certain differences arose between the Association and Seabreeze with respect, among other matters, to the collection of a "lot charge" or "recreational fee" assessed upon all lots in the development in the Fourth Election District of Queen Anne's County, known as "Cloverfields", as will more fully appear by reference to the proceedings in Chancery # 5419 of this Court and especially the Decree of this Court dated October 3, 1975, the Amended Decree of April 3, 1978, and the Mandates of the Court of Appeals of Maryland and the Court of Special Appeals of Maryland referred to therein.

4. In order to resolve the remaining differences between them and to terminate the matter now pending in the Court of Special Appeals of Maryland as No. 406, September Term 1978, which is an appeal by Seabreeze from the Amended Decree of April 3, 1978, the Association and Seabreeze have entered into an Agreement of Compromise and Settlement, a copy of which is attached hereto as Exhibit B.

5. The Association believes that the terms of the Agreement of Compromise and Settlement are in the best interests of the Association, the trust property referred to in Exhibit A and those persons who are concerned with the property held by the Association for the following primary reasons:

a. The matter has been the subject of active and expensive litigation since 1973;

b. The monetary amount of the settlement and compromise represents more than 60% of the total amount believed by the Association to be due from Seabreeze at this time;

c. Further litigation, particularly defense of the appeal now pending in the Court of Special Appeals, will be expensive and time-consuming;

d. The settlement and compromise will resolve the uncertainity, inherent in any appeal, about the total amount which Seabreeze owes at this time;

e. Resolution of the matter will assist in restoring and promoting harmony in "Cloverfields";

f. Resolution of the matter will permit the officers and directors of the Association, all of whom serve without pay, to direct their full attention to the management, supervision and maintenance of the recreational facilities at "Cloverfields" and other matters relating to the general welfare of the community.

6. Although the Association has authority to approve said compromise and settlement under the provisions of Section 15-102 (e) of the Estates Article of the Annotated Code of Maryland (and the Board of Directors of the Association has given such approval), the Association seeks the additional authorization and ratification of this Court in accordance with Maryland Rule V77 b.

WHEREFORE, the petitioners ask that the Agreement of Compromise and Settlement be authorized and ratified.

John W. Sause, Jr.
204 North Commerce Street
Centreville, Maryland 21617
758-0970

Attorney for
Cloverfields Improvement
Association, Inc.

Irwin M. Sussman
912 Fidelity Building
210 North Charles Street
Baltimore, Maryland 21202
685-2800

Attorney for
Seabreeze Properties, Inc.

In the Matter of	:	IN THE
	:	CIRCUIT COURT FOR
CLOVERFIELDS IMPROVEMENT ASSOCIATION, INC.	:	QUEEN ANNE"S COUNTY
	:	Chancery #
Trustee	:	

ORDER NISI

The matter coming before the Court on the Petition of Cloverfields Improvement Association, Inc., and Seabreeze Properties, Inc., and the proposed Agreement of Compromise and Settlement attached thereto, and the Court finding that such appears to be in the best interest of Cloverfields Improvement Association, Inc., and all persons concerned with the property which it holds as recreational facilities in "Cloverfields", it is this day of September, 1978, by the Circuit Court for Queen Anne's County,

ORDERED, that the Agreement of Compromise and Settlement filed in this proceeding shall be finally ratified and approved and that the parties to such Agreement shall be authorized to carry out the terms and provisions of such Agreement unless cause to the contrary be shown on or before the day of October, 1978, provided that a copy of this Order, together with a copy of such Agreement (except the proposed Assignment, the Petition and pro forma Order attached as exhibits thereto) shall be mailed by ordinary first class mail, postage prepaid, on or before the 2nd day of October, 1978, to every person who is a member of Cloverfields Improvement Association, Inc., on the date of the filing of the Petition in this proceeding, at their addresses as shown on the books of such Association; and provided further that a copy of this Order shall be published once a week, for three successive weeks in some newspaper of general circulation in Queen Anne's County before the day of October, 1978, and that the facts of such mailing and publication by certified to the Court by affidavit of an officer of Cloverfields Improvement Association, Inc.

JUDGE

In the Matter of	:	IN THE
	:	CIRCUIT COURT FOR
CLOVERFIELDS IMPROVEMENT ASSOCIATION, INC.	:	QUEEN ANNE"S COUNTY
	:	Chancery # 6258
Trustee	:	
	:	

ORDER NISI

The matter coming before the Court on the Petition of Cloverfields Improvement Association, Inc., and Seabreeze Properties, Inc., and the proposed Agreement of Compromise and Settlement attached thereto, and the Court finding that such appears to be in the best interest of Cloverfields Improvement Association, Inc., and all persons concerned with the property which it holds as recreational facilities in "Cloverfields", it is this 27th day of September, 1978, by the Circuit Court for Queen Anne's County,

ORDERED, that the Agreement of Compromise and Settlement filed in this proceeding shall be finally ratified and approved and that the parties to such Agreement shall be authorized to carry out the terms and provisions of such Agreement unless cause to the contrary be shown on or before the 26th day of October, 1978, provided that a copy of this Order, together with a copy of such Agreement (except the proposed Assignment, the Petition and pro forma Order attached as exhibits thereto) shall be mailed by ordinary first class mail, postage prepaid, on or before the 2nd day of October, 1978, to every person who is a member of Cloverfields Improvement Association, Inc., on the date of the filing of the Petition in this proceeding, at their addresses as shown on the books of such Association; and provided further that a copy of this Order shall be published once a week, for three successive weeks in some newspaper of general circulation in Queen Anne's County before the 19th day of October, 1978, and that the facts of such mailing and publication by certified to the Court by affidavit of an officer of Cloverfields Improvement Association, Inc.

B. Hackatt Turner Jr.
JUDGE

RECEIVED
CLERK. CIRCUIT COURT
1978 SEP 27 PM 3:41
QUEEN ANNE'S COUNTY

In the Matter of	:	IN THE
	:	CIRCUIT COURT FOR
CLOVERFIELDS IMPROVEMENT ASSOCIATION, INC.	:	QUEEN ANNE"S COUNTY
	:	Chancery #6258
Trustee	:	

AFFIDAVIT OF MAILING AND PUBLICATION

I hereby certify that:

1. I am the duly-elected Secretary of Cloverfields Improvement Association, Inc., a Maryland corporation.

2. Copies of the Order Nisi passed on September 27, 1978, in the above-entitled case, together with a copy of the proposed Agreement of Compromise and Settlement (except the proposed Assignment, the Petition and pro forma Order attached as exhibits thereto) were mailed by ordinary firstclass mail, postage prepaid, on or before the 2nd day of October, 1978, to every person who was a member of Cloverfields Improvement Association, Inc., on September 27, 1978, at their addresses as shown on the books of such association.

3. A copy of the Order Nisi was published on October 4, October 11 and October 18, 1978, (once a week for three successive weeks) in the "Queen Anne's Record-Observer", a newspaper of general circulation in Queen Anne's County, as shown by the Certificate 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.

Jean W. Guertler

Jean W. Guertler

RECEIVED
CLERK, CIRCUIT COURT
1978 OCT 23 PM 3:52
QUEEN ANNE'S COUNTY

LIBER 10 PAGE 508 October 18 ..... 19 78

THIS IS TO CERTIFY, That the annexed

Order Nisi/Chancery No.6258 ..... 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 ..... 19 ..... day of October 78 ..... 19....

BAY PUBLISHING CORPORATION
Publishers

By Phyllis A. Welch

In the Matter of
CLOVERFIELDS IMPROVEMENT
ASSOCIATION, INC.
Trustee
IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
Chancery No. 6258
ORDER NISI

The matter coming before the Court on the Petition of Cloverfields Improvement Association, Inc., and Seabreeze Properties, Inc., and the proposed Agreement of Compromise and Settlement attached thereto, and the Court finding that such appears to be in the best interest of Cloverfields Improvement Association, Inc., and all persons concerned with the property which it holds as recreational facilities in "Cloverfields," it is this 27th day of September, 1978, by the Circuit Court for Queen Anne's County,

ORDERED, that the Agreement of Compromise and Settlement filed in this proceeding shall be finally ratified and approved and that the parties to such Agreement shall be authorized to carry out the terms and provisions of such Agreement unless cause to the contrary be shown on or before the 26th day of October, 1978, PROVIDED THAT a copy of this Order, together with a copy of such Agreement (except the proposed Assignment, the Petition and PRO FORMA Order attached as exhibits thereto) shall be mailed by ordinary first class mail, postage prepaid, on or before the 2nd day of October, 1978, to every person who is a member of Cloverfields Improvement Association, Inc., on the date of the filing of the Petition in this proceeding, at their addresses as shown on the books of such Association; and PROVIDED FURTHER that a copy of this Order shall be published once a week, for three successive weeks in some newspaper of general circulation in Queen Anne's County before the 19th day of October, 1978, and that the facts of such mailing and publication by certified to the Court by affidavit of an officer of Cloverfields Improvement Association, Inc.

B. Hackett Turner Jr., Judge

True Copy, Test:
Charles W. Cecil, Clerk
By: Betty M. Comegys, Deputy Clerk

R.O.-10-4-3t-

In the Matter of	:	IN THE
	:	CIRCUIT COURT FOR
CLOVERFIELDS IMPROVEMENT ASSOCIATION, INC.	:	QUEEN ANNE"S COUNTY
	:	Chancery #6258
Trustee	:	
:	:	: : :

D E C R E E

The above cause coming before the Court on the Petition for Authorization and Ratification of Proposed Compromise and Settlement heretofore filed by Cloverfields Improvement Association, Inc., and Seabreeze Properties, Inc., and the proposed Agreement of Compromise and Settlement attached thereto, and the Court finding that such is in the best interest of Cloverfilds Improvement Association, Inc., and all persons concerned with the property which it holds as recreational facilities in "Cloverfields" and no cause to the contrary having been shown, although it appears from the Affidavit of Mailing and Publication filed herein that notice has been given in accordance with the Order Nisi passed in this cause on September 27, 1978,

It is therefore, this 27th day of October, 1978, by the Circuit Court for Queen Anne's County, ADJUDGED, ORDERED AND DECREED as follows:

1. The Agreement of Settlement and Compromise between Cloverfields Improvement Association, Inc., and Seabreeze Properties, Inc., is hereby approved and ratified.

2. The parties to that Agreement are hereby authorized to carry out the provisions of the Agreement.

3. The costs of this proceeding, including the cost of publication of the Order Nisi, shall be equally divided between Cloverfields Improvement Association, Inc., and Seabreeze Properties, Inc., in accordance with the Agreement.

RECEIVED
CLERK. CIRCUIT COURT
1978 OCT 27 PM 1:43
QUEEN ANNE'S COUNTY

B. Hackett Turner Jr.

JUDGE

IN THE MATTER OF	*	In the Circuit Court for
STEPHEN GLENN JACKSON, A MINOR,	*	Queen Anne's County
FOR RELOCATION OF ELECTRIC	*	in Equity
LINE EASEMENT	*	Cause No. 6281

NOV-2-78 * 21750 *****50.00
NOV-2-78 A 21750 *****50.00

PETITION FOR AUTHORIZATION OF RIGHT OF WAY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Delmarva Power and Light Company of Maryland, a Maryland corporation, by Howard Wood, its Attorney, unto your Honors, respectfully shows:

1. That your petitioner, legal successor to The Maryland Light and Power Company, a Maryland corporation, acquired a right of way from Harvey A. Jackson and Julia A. Jackson, his wife, across a portion of their farm in the First Election District of Queen Anne's County, Maryland, for an electric transmission line, by grant dated April 28, 1942 and recorded among the land records of Queen Anne's County in Liber A.S.G. No. 6, folio 108, a photocopy of which is filed herewith marked "Petitioner's Exhibit A".

2. That by mesne conveyances title to a part of said farm containing one (1) acre, more or less, is vested in Lois Virginia Brady, life tenant, with remainder to her four (4) children, Robert Kenneth Jackson, Deborah Virginia Jackson, Dale Kevin Jackson (adults) and Stephen Glenn Jackson, minor born on March 26, 1965, as joint tenants in fee simple. A photocopy of the deed and plat from Elwood H. Jackson to said owners dated July 14, 1976 and recorded among said land records in Liber C.W.C. No. 107, folio 339, is filed herewith marked "Petitioner's Exhibit B".

3. That the electric line intended by the 1942 grant was not constructed at that time and physical obstructions (dwelling and fence) have been placed on said 1-acre lot within the confines of the right of way described in said grant (Petitioner's Exhibit A), wherefor Petitioner and the owners have agreed on a relocation of said easement area, avoiding said obstacles, for the convenience and advantage of said owners. Petitioner has accordingly obtained a Right of Way Agreement from the adult owners, describing such relocation, dated August 21, 1978 and recorded on September 15, 1978 among said land records in Liber C.W.C. No. 140, folio 569, a photocopy of same being filed herewith marked "Petitioner's Exhibit C". Petitioner has indicated on the plat (part of Petitioner's Exhibit B) the approximate center lines of the 1942 right of way in blue and of the relocation in red.

RECD
CLERK, CIRCUIT COURT
1978 NOV -2 AM 10:32
QUEEN ANNE'S COUNTY

4. That Petitioner paid a consideration of Two Hundred Fifty Dollars ($250.00) to the adult owners for the new Right of Way Agreement (Petitioner's Exhibit C) apportioned as follows: One Hundred Dollars ($100.00) to Lois Virginia Brady and Fifty Dollars ($50.00) to each adult child, and hereby offers an additional Fifty Dollars ($50.00), and to pay the costs of this proceeding, for a similar easement respecting the interest of Stephen Glenn Jackson, minor.

5. That your Petitioner is advised that there is no legal guardian for Stephen Glenn Jackson, and that the only interested person other than the minor is his mother, Lois Virginia Brady, with whom he resides on the premises in question, his father having died.

6. That your Petitioner avers that the relocation will be advantageous to the minor; as it would be costly to remove said obstacles from the existing area.

7. That your Petitioner is further advised that it is entitled to apply to your Honors for authorization of the above described relocation of easement, and execution of a Right of Way Agreement with respect to the one-fourth (1/4) interest of Stephen Glenn Jackson, a minor, under Section 13-204 of the Estates and Trusts Article of the Annotated Code of Maryland, inasmuch as it appears that said minor's property requires protection in the circumstances above stated, all of which are admitted by Lois Virginia Brady by her Consent appearing at the foot of this petition.

TO THE END, THEREFORE:

(1) That the said relocation of easement be authorized, without the necessity of process or hearing, and that Lois Virginia Brady be directed to execute a Right-of-Way Agreement and deliver it to your Petitioner, in the same form as Petitioner's Exhibit C, with respect to the one-fourth (1/4) interest of Stephen Glenn Jackson, a minor, upon payment by Petitioner to Lois Virginia Brady, for the benefit of said minor of a consideration of Fifty Dollars ($50.00) cash; and

(2) For such other and further relief as Petitioner's case may require.

And, as in duty bound, etc.

Howard Wood

(Howard Wood) Attorney
119 Lawyers Row
Centreville, Maryland 21617
Telephone: 301-758-1460

CONSENT

I, LOIS VIRGINIA BRADY, hereby acknowledge receipt of a photocopy of the aforegoing petition on behalf of Stephen Glenn Jackson, my minor son, and as his surviving natural

LIBER 10 PAGE 511

guardian do hereby admit the truth of the facts set forth in said petition and do hereby consent to the authorization by this Honorable Court of the relocation of easement described in said petition, and further agree that if so authorized I will execute and deliver to Petitioner a Right-of-Way Agreement on behalf of Stephen Glenn Jackson in the same form as Petitioner's Exhibit C.

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.

WITNESS my hand, this 30th day of October, 1978:

Lois Virginia Brady
(Lois Virginia Brady)

Address:
RD2 Box 353
Clayton, Delaware 19938

DECREE

Upon the aforegoing Petition and verified Consent, IT IS, this 3rd day of November, 1978, by the Circuit Court for Queen Anne's County in Equity, ADJUDGED, ORDERED and DECREED as follows:

1. The Court finds that the relocation described and requested in said Petition and Consent is reasonable and will be advantageous to the minor child, Stephen Glenn Jackson,

2. That said relocation is hereby authorized,

3. That Lois Virginia Brady is hereby directed to execute and deliver to Delmarva Power and Light Company of Maryland a Right of Way Agreement in the same form as Petitioner's Exhibit C with respect to the one-fourth (1/4) interest of Stephen Glenn Jackson upon payment of the sum of Fifty Dollars ($50.00) to be held or expended by her for the benefit of said minor child,

B. Hackett Turnbull Jr.
JUDGE

RECEIVED
CLERK, CIRCUIT COURT
1978 NOV -3 AM 9:45
QUEEN ANNE'S COUNTY

108

ASG 6/108

#21,207. Q U E E N A N N E ' S C O U N T Y, T O
W I T: Be it remembered that on the Thirtieth day of April, in the year nineteen hundred and forty two, the following Right of Way was brought to be recorded, to wit:-

RIGHT OF WAY AGREEMENT

THIS INDENTURE, made this 28th day of April, 1942, by and between Harvey A. Jackson and Julia A. Jackson, his wife (or unmarried), party of the first part, hereinafter called OWNER, and THE MARYLAND LIGHT AND POWER COMPANY, a Maryland corporation, party of the second part, for itself, its lessees, successors and assigns, hereinafter called COMPANY.

WITNESSETH that for and in consideration of the sum of $ Three Hundred Dollars cash in hand, paid, the receipt of which is hereby acknowledged, OWNER does hereby give, grant, bargain, sell and convey to COMPANY, its lessees, successors and assigns, the right of way, privilege and easement, in perpetuity, to construct, operate and maintain a line for the transmission and/or distribution of electricity, including the right to erect poles and other supports, to guy, brace, relocate and maintain the same, and to string, stretch, suspend and construct thereon wires, cross-arms, attachments, equipment, accessories and other fixtures and appliances, including telephone, telegraph and other wires, necessary or convenient for the transmission and/or distribution of electric current, over, upon and across a certain tract of land belonging to OWNER, or in which OWNER has an interest, located in Dixon Election District No. 1, Queen Anne County, Maryland adjoining the land of Roland and Carl Taylor and Clawson Jones and containing 243 acres, more or less.

Together with the right to patrol, inspect, alter, improve, repair, rebuild, relocate and remove such poles, supports, wires, cross-arms, attachments, equipment, accessories, fixtures and appliances, including the right to increase or decrease the number of wires and voltage, and all other rights and privileges necessary or convenient for the full enjoyment or use thereof, for the purpose above described, including the right of ingress and egress to and from aid right of way, and the right to trim, cut, remove and keep clear any and all trees, limbs, undergrowth and other obstructions, including structures of all kinds, upon said right of way, now or hereafter, in the opinion of COMPANY, endanger or in any wise interfere with the proper construction or reconstruction, operation or maintenance of said line.

Said right of way, privilege and easement over, upon and across the aforesaid property may be used and exercised by COMPANY within an area 75 feet in width on each side of the center of the aforesaid line for the transmission and/or distribution of electricity and the course thereof has heretofore been marked out and is described as follows: The center line of the said transmission line to be located as follows: Beginning at a point where the owners westerly property line joins the easterly property line of the land of Clawson Jones 3289 feet south 38° 4' west from center line of a County Road which generally follows a County Line between Queen Anne and Kent Counties and runs from Millington to the Maryland-Delaware State Line, to be known as a point of beginning; thence from the point of beginning line to be constructed on the land of the owner south 51° 56' east to the land of Roland and Carl Taylor with one pole placed 326 feet southeast of the point of beginning and four other poles spaced equally 402 feet apart on the above given course southeast of the first pole. This Right of Way is limited and restricted to the above and no anchor guys are to be placed on the land of the owner by this permission,

provided, however, that OWNER, his heirs and assigns, shall have the right to use said area for any lawful purpose not inconsistent with or in contravention of the rights hereby conferred upon COMPANY.

COMPANY shall pay OWNER for any damages done by COMPANY to crops, roads, fences, bridges or other structures of OWNER while making repairs to or reconstructing or removing said line.

OWNER covenants that OWNER has the right to convey said right of way, privilege and easement, that COMPANY, its lessees, successors and assigns shall have quiet and peaceable possession, use and enjoyment of said right of way, privilege and easement and the rights hereby conferred, and that OWNER will execute such other and further assurances thereof as may be requisite.

IN WITNESS WHEREOF, we have hereunto affixed our hand and seal the day and year above written.

Signed, sealed and delivered in the presence of:

C. C. CALLOWAY
C. C. Calloway

HARVEY A. JACKSON (L.S.)
Harvey A. Jackson

JULIA A. JACKSON (L.S.)
Julia A. Jackson

PETITIONER'S EXHIBIT A

Salisbury, Md
May 21, 1942.

STATE OF MARYLAND }
} To Wit;
COUNTY OF QUEEN ANNE }

I hereby certify that on this 28th day of April in the year 1942, before me C. C. Calloway a Notary Public in and for the County of Wicomico of the State aforesaid, personally appeared Harvey A. Jackson and Julia A. Jackson, his wife, and each acknowledged the aforegoing instrument to be their respective act. In testimony whereof I have hereunto subscribed my name and affixed my official seal the day and year above written.

C. C. CALLOWAY
Notary Public, C. C. Calloway

Notary
Public
Seal.

One-Twenty Cent and One-Ten Cent
Recordation Tax Stamps. Endorsed
T M L & P Co. 4/30/42

::
#21,208. QUEEN ANNE'S COUNTY, TO
W I T: Be it remembered that on the Thirtieth day of April, in the year nineteen hundred and forty two, the following Right of Way was brought to be recorded, to wit:-

One-Ten Cent Recordation Tax Stamp.
Endorsed T M L & P Co. 4/30/42

RIGHT OF WAY AGREEMENT

THIS INDENTURE, made this 21st day of April, 1942, by and between John Biggs, Jr. and Anna Rupert Biggs, his wife, party of the first part hereinafter called OWNER, and THE MARYLAND LIGHT AND POWER COMPANY, a Maryland corporation, party of the second part, for itself, its lessees, successors and assigns, hereinafter called COMPANY.

WITNESSETH that for and in consideration of the sum of One Hundred Twenty ($120.00) Dollars cash in hand, paid the receipt of which is hereby acknowledged, OWNER does hereby give, grant, bargain, sell and convey to COMPANY, its lessees, successors and assigns, the right of way, privilege and easement, in perpetuity, to construct, operate and maintain a line for the transmission and/or distribution of electricity, including the right to erect poles and other supports, to guy, brace, and maintain the same, and to string, stretch, suspend and construct thereon wires, cross arms, attachments, equipment, accessories and other fixtures and appliances necessary or convenient for the transmission and/or distribution of electric current, over, upon and across a certain tract of land belonging to OWNER, or in which OWNER has an interest, located in Crumpton Election District, No. 7, and Dixon Election District No. 1 of Queen Anne County, Maryland, adjoining the lands of Thomas Killip, and Benjamin B. Stevens, and containing 225 acres, more or less.

Together with the right to patrol, inspect, alter, improve, repair, rebuild, and remove such poles, supports, wires, cross arms, attachments, equipment, accessories, fixtures and appliances, including the right to increase or decrese the number of wires and voltage, including the right of ingress and egress to and from said right of way, and the right to trim, cut, remove and keep clear any and all trees, limbs, undergrowth and other obstructions, including structures of all kinds, upon said right of way, now or hereafter, reasonably endangering or in any wise reasonably interfering with the proper construction or reconstruction, operation or maintenance of said line.

Said right of way, privilege and easement over, upon and across the aforesaid property may be used and exercised by COMPANY within an area 75 feet in width, for reasonable clearance purposes, as far as trees, limbs, brush, timber, and buildings are concerned only, on each side of the center of the aforesaid line for the transmission and/or distribution of electricity and the course of said center line has heretofore been marked out and is described as follows:

ITEM 1. Beginning at a point on the owners southeasterly property line where the land of the OWNER joins the land of Thomas Killip four hundred thirty one (431) feet by and with the owner's southeasterly property line from the center line of the Millington-Blanco County Road, to be known as the point of beginning; thence from the point of beginning line to be constructed over the land of the OWNER north 40° 28' west to a lot to be purchased by The Maryland Light and Power Company on the east side of the state road leading from Millington to Sudlersville with four poles placed on the above given course. The poles will be located twenty (20)

Orig'l Exam'd & mailed to Grantee, Salisbury, Md May 26, 1942

DOCUMENT NO. 57,650

This Deed made this 14th day of July

in the year one thousand nine hundred and seventy six by and between ELWOOD H. JACKSON, of Kent County, State of Delaware, party of the first part; and LOIS VIRGINIA BRADY, ROBERT KENNETH JACKSON, DEBORAH VIRGINIA JACKSON, DALE KEVIN JACKSON and STEPHEN GLENN JACKSON, all of Queen Anne's County, State of Maryland, parties of the second part;

WITNESSETH, that for and in consideration of the sum of ONE DOLLAR ($1.00) and other valuable considerations, the receipt of which is hereby acknowledged, the said Elwood H. Jackson does hereby grant and convey unto the said Lois Virginia Brady for and during the term of her natural life and no longer with no powers of disposition, and at and upon her death unto the said Robert Kenneth Jackson, Deborah Virginia Jackson, Dale Kevin Jackson and Stephen Glenn Jackson, as joint tenants, and not as tenants in common, and to the survivor or survivors of them, his and/or her heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that lot or parcel of land situato, lying and being in the First Election District of Queen Anne's County, State of Maryland, located on the Northwest side of the public road called or known as Blanco Road, and being more particularly described by metes and bounds, courses and distances, according to a Certificate of Survey and Plat made by William R. Nuttle, Registered Surveyor, dated March 13, 1974, said Plat being recorded simultaneously herewith, as follows, to wit: BEGINNING for the same at an iron pipe on the Northwest side of the said Blanco Road (50 feet wide), said point being South 35° 27' 50" West, 1,649.96 feet from U. S. Coast & Geodetic Survey monument "Pearsons No. 1, 1961" located near the Northwest side of Blanco Road on or near the Maryland-Delaware line; and running thence, by and with the Northwest side of Blanco Road South 35° 30' West, 200.00 feet to an iron pipe and a new division line between the herein described lands and other lands of Elwood H. Jackson; thence by and with said new division line North 54° 30' West, 217.80 feet to an iron pipe; thence North 35° 30' East, 200.00 feet to an iron pipe; and thence South 54° 30' East, 217.80 feet to the place of beginning; CONTAINING in all 1.00 Acre of land, more or less.

BEING a part or portion of the same land which was granted and conveyed unto the said Elwood H. Jackson and Helen E. Jackson, his wife, by Harvey A. Jackson and Julia A. Jackson, his wife, by deed of conveyance bearing date July 29, 1947, and recorded in Liber A. S. G., Jr. No. 17, folio 580, a land record book for the County and State aforesaid. The said Helen E. Jackson having departed this life on December 15, 1960 title to this property vested solely in the said Elwood H. Jackson, the Grantor herein.

NO TITLE EXAMINATION

cwc

LIBER 10 PAGE 324

LIBER 10 PAGE 315 Petitioner's Exhibit B

Recorded in Queen Anne's Co. Circuit Court Liber 10 p. 315 7-1-76

LIBER 10 PAGE 516

LIBER 107 PAGE 340

TOGETHER with the buildings and improvements thereon erected, made or being, and all and every the rights, roads, [illegible] ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

1976 JUL 16 PM 3:27
Rec'd
RECORDER
QUEEN ANNE'S CO., MD.
CHARLES W CECIL, CLERK

JL 16-76 * 29800 *****13.50
JL 16-76 A 29800 *****13.50

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 Lois Virginia Brady for and during the term of her natural life and no longer with no powers of disposition, and at and upon her death unto the said Robert Kenneth Jackson, Deborah Virginia Jackson, Dale Kevin Jackson and Stephen Glenn Jackson, as joint tenants, and not as tenants in common, and to the survivors or survivor of them, his and/or her heirs and assigns, in fee simple.

AND the said Elwood H. Jackson

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

WITNESS the hand and seal of said Grantor;

TEST: (as to Grantors)

Sallie W. Bi[illegible] — Elwood H. Jackson (SEAL)
Elwood H. Jackson

(SEAL)

(SEAL)

(SEAL)

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

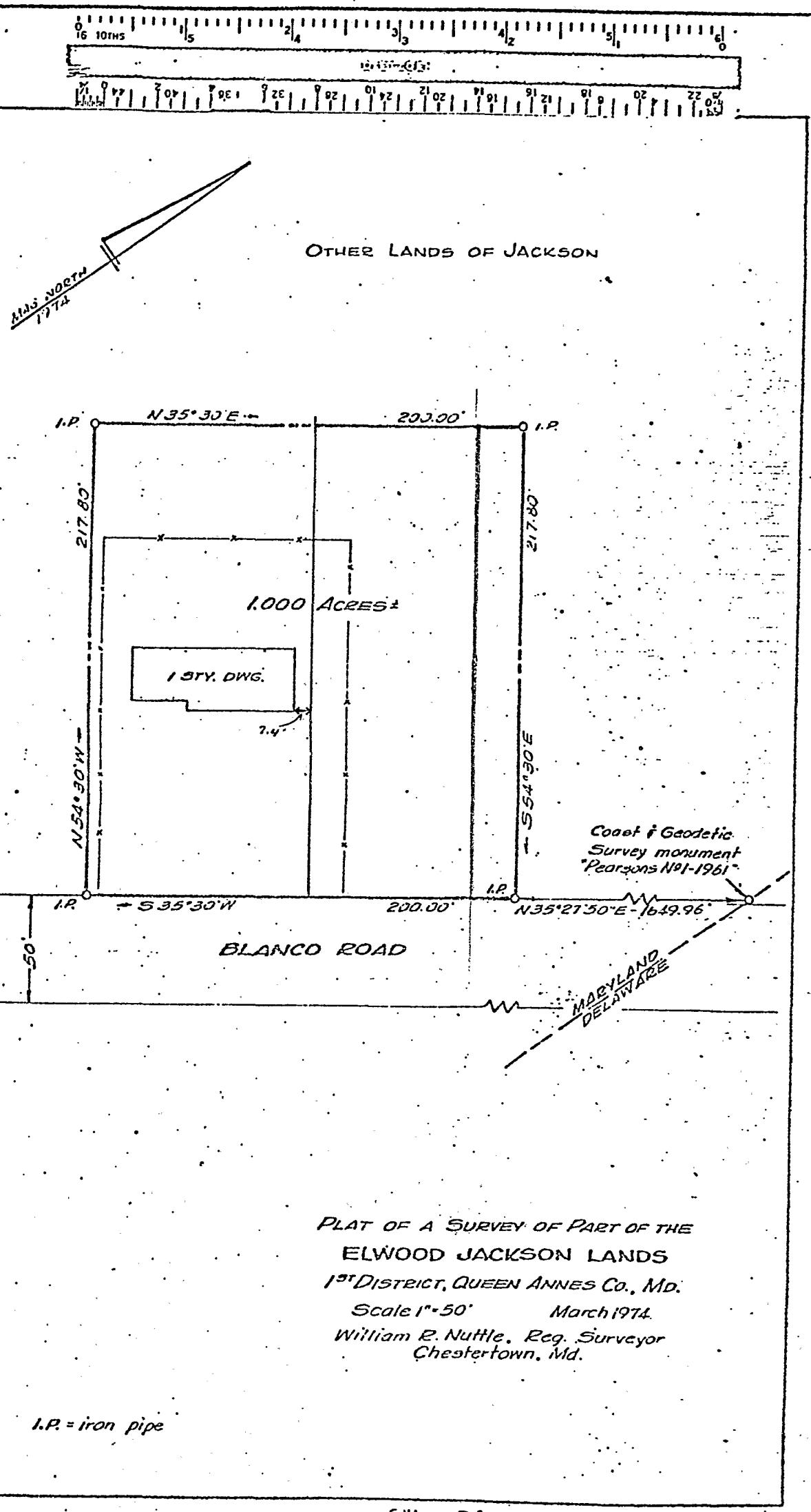
I HEREBY CERTIFY, that on this 14th day of July in the year one thousand nine hundred and seventy six before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ELWOOD H. JACKSON and he acknowledged the foregoing Deed to be his respective act.

SALLIE W. BIGHTON NOTARY PUBLIC QUEEN ANNE'S CO., MD.

Witness my hand and notarial seal.

Sallie W. Bi[illegible]
Sallie W. Bighton
Notary Public
My commission expires July 1, 1978.

Petitioner's Exhibit B (2nd page)



PLAT OF A SURVEY OF PART OF THE
ELWOOD JACKSON LANDS
1ST DISTRICT, QUEEN ANNES CO., MD.
Scale 1"=50' March 1974
William R. Nuttle, Reg. Surveyor
Chestertown, Md.

I.P. = iron pipe

LIBER 107 FOLIO 311

Petitioner's Exhibit B (3rd page)

3.

LIBER 12 PAGE 517

LIBER 10 PAGE 518

DOCUMENT NO. 94942

RIGHT OF WAY AGREEMENT

THIS INDENTURE, made this 21st day of August 19 78

by and between Lois Virginia Brady, Life Estate, Robert Kenneth Jackson, ½ interest A/K/A Deborah Virginia Faust Dale Kevin Jackson, ½ interest Deborah Virginia Jackson, ½ interest and [illegible], party of the first part, hereinafter called OWNER, and DELMARVA POWER & LIGHT COMPANY OF MARYLAND, a Maryland corporation, party of the second part, for itself, its lessees, successors and assigns, hereinafter called COMPANY.

WITNESSETH that for and in consideration of the sum of $ 250.00 (Two Hundred Fifty Dollars) cash in hand, paid, the receipt of which is hereby acknowledged, OWNER does hereby give, grant, bargain, sell and convey to COMPANY, its lessees, successors and assigns, the right of way, privilege and easement, in perpetuity, to construct, operate and maintain lines for the transmission and/or distribution of electricity, including the right to install or erect poles, towers, cables and other supports, to guy, brace, relocate and maintain the same, and to string, stretch, suspend and construct thereon wires, cross-arms, attachments, equipment, accessories and other fixtures and appliances, including telephone, telegraph and other wires, necessary or convenient for the transmission and/or distribution of electric current, over, under, upon and across a certain tract of land belonging to OWNER, or in which OWNER has an interest, located in or near town of Millington, Queen Annes County, Maryland, adjoining land of Elwood H. Jackson, containing 1 acres, more or less, land acquired from Elwood H. Jackson dated 7-14-76 recorded Liber CWC 107 Folio 339.

Together with the right to patrol, inspect, alter, improve, repair, rebuild, relocate and remove such poles, supports, wires, cross-arms, attachments, equipment, accessories, fixtures and appliances, including the right to increase or decrease the number of wires and voltage, and all other rights and privileges necessary or convenient for the full enjoyment or use thereof, for the purpose above described, including the right of ingress and egress to and from said right of way, and the right to trim, cut, remove and keep clear any and all trees, limbs, undergrowth and other obstructions, including structures of all kinds, upon said right of way, that may, in any way, now or hereafter, in the opinion of COMPANY, endanger or in anywise interfere with the proper construction or reconstruction, operation or maintenance of said line.

Said right of way, privilege and easement over, under, upon and across the aforesaid property may be used and exercised by COMPANY within an area 150 feet in width across said property, the center line of which is more particularly described as follows:

Beginning for the same from an iron bolt located in the centerline of Stulltown - Blanco Road which said iron bolt is further located 2,360 feet by and with the centerline of Stulltown - Blanco Road from the intersecting centerline of Stulltown - Blanco Road and Blanco Road at Pearsons Grove, Delaware and from the said point of beginning the right of way, shall cross on, under and over Owner's land north 64°-15' west, true meridian, to Owner's westerly property line where said property meets and binds the lands now or formerly of Elwood Jackson.

provided, however, that OWNER, his heirs and assigns, shall have right to use said area for any lawful purpose not inconsistent with or in contravention of the rights hereby conferred upon COMPANY.

COMPANY shall pay OWNER for any damages done by COMPANY to crops, roads, fences, bridges or other structures of OWNER while making repairs to or reconstructing or removing said lines.

IT is understood and agreed that this right of way 150 feet in width throughout extends to a distance of 75 feet each side of the center line above described, across OWNER'S entire property and that within such right of way COMPANY may construct such transmission and/or distribution line or lines and may locate poles, towers, cables and other supports in connection therewith as COMPANY in its discretion in the future may determine.

OWNER covenants that OWNER has the right to convey said right of way, privilege and easement, that COMPANY, its lessees, successors and assigns shall have quiet and peaceable possession, use and enjoyment of said right of way, privilege and easement and the rights hereby conferred, and that OWNER will execute such other further assurances thereof as may be requisite.

Provided, however, DELMARVA POWER & LIGHT COMPANY OF MARYLAND, its successors or assigns shall further pay to the OWNER, his heirs or assigns, the sum of ----------None---------- Dollars, in full payment for the right of way, privilege and easement herein conveyed, on the land of the OWNER hereinbefore described from time to time before any poles or equipment are erected thereon.

TO HAVE AND TO HOLD the same unto the said party of the second part, its successors and assigns, forever.

IN WITNESS WHEREOF, we have hereunto affixed our hand and seal and the day and year above written.

Signed, sealed and delivered in the presence of:

Richard D. Gabster Jr

Lois Virginia Brady (L. S.)
Lois Virginia Brady, Life Estate

(L. S.)

Robert Kenneth Jackson (L. S.)
Robert Kenneth Jackson, ½ interest

Deborah Virginia Faust (L. S.)

Deborah Virginia Jackson (L. S.)
Deborah Virginia Jackson, ½ interest
A/K/A Deborah Virginia Faust

(L. S.)

Dale Jackson (L. S.)
Dale Kevin Jackson, ½ interest

STATE OF MARYLAND, Queen Anes COUNTY, TO WIT:

I hereby certify that on this 21st day of August A. D., 19 78 before me Richard D. Gabster Jr a Notary Public in and for the County of Anne Arundel of the State aforesaid, personally appeared Lois Virginia Brady (Life Estate) Deborah Virginia Jackson A/K/A Deborah Virginia Faust and Dale Kevin Jackson (½ int.) and each acknowledged the aforegoing instrument to be their respective act.

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

Richard D. Gabster
Notary Public

My Commission Expires July

ROW-D-20M-10-75

LIBER 140 PAGE 569

Petitioner's Exhibit C

LIBER 140 PAGE 570

STATE OF TEXAS, Wichita COUNTY, TO-WIT:

I hereby certify that on this 6th day of September, 1978, before me Dorothy J. Edgar, a Notary Public in and for the County of Wichita, of the State aforesaid, personally appeared Robert Kenneth Jackson (½ interest) and acknowledged the aforegoing instrument to be his respective act.

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

NOTARY PUBLIC COUNTY COUNCIL CREST

My Commission Expires: March 1980

Dorothy J. Edgar
Notary Public

RECEIVED
CLERK, CIRCUIT COURT
1978 SEP 15 AM 9:07
QUEEN ANNE'S COUNTY

SEP 15-78 * 29793 *****13.65
SEP 15-78 A 29793 ******1.65
SEP 15-78 A 29792 *****12.00

LIBER 17 PAGE 520

JAMES E. THOMPSON, JR. ASSIGNEE FOR THE PURPOSE OF FORECLOSURE 117 Lawyers Row Centreville, Maryland 21617	*	IN THE CIRCUIT COURT FOR
v.	*	QUEEN ANNE'S COUNTY
WILLIAM H. ERVIN and JO ANNE C. ERVIN, his wife Route 4, Box 364 Chestertown, Maryland 21620	*	EQUITY NO. 6235

* * * * *

AUG -8-78 * 28297 *****50.00
AUG -8-78 A 28297 *****50.00

ORDER TO DOCKET SUIT

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

MR. CLERK:

Please docket suit for the foreclosure of a mortgage from William H. Ervin and Jo Anne C. Ervin, his wife, Mortgagors, to The Sudlersville Bank of Maryland, Mortgagee, which said mortgage is dated October 27, 1976, recorded October 27, 1976, in Liber C.W.C. No. 111, folio 70, a Land Record Book for Queen Anne's County, Maryland, which said mortgage was by short assignment placed thereon duly assigned unto James E. Thompson, Jr. for the purpose of foreclosure on August 2, 1978, default having occurred in the terms and provisions of the said mortgage by non-payment of the principal indebtedness and accrued interest and you will please file in said cause a certified copy of the aforesaid mortgage and the short assignment endorsed thereon and mark the same "Assignee's Exhibit No. 1".

James E. Thompson, Jr.
Assignee for the Purpose
of Foreclosure
117 Lawyers Row
Centreville, Maryland 21617
Telephone No.: 758-0877

RECEIVED
CLERK, CIRCUIT COURT
1978 AUG -8 PM 3:37
QUEEN ANNE'S COUNTY

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
758-0877

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

THIS IS TO CERTIFY, that on this 8th day of August 1978, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James E. Thompson, Jr., Assignee for the Purpose of Foreclosure and made oath in due form of law that after diligent inquiry it has been found that William H. Ervin and Jo Anne C. Ervin, his wife, are residents of Queen Anne's County, Maryland, and further that neither William H. Ervin nor Jo Anne C. Ervin, his wife, are in the military service of the United States as defined by the Soldiers and Sailors Relief Act nor have they been in such service within three (3) months prior hereto.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: July 1, 1982

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
758-0877

JAMES E. THOMPSON, JR. ASSIGNEE FOR THE PURPOSE OF FORECLOSURE 117 Lawyers Row Centreville, Maryland 21617	*	IN THE CIRCUIT COURT FOR
v.	*	QUEEN ANNE'S COUNTY
WILLIAM H. ERVIN and JO ANNE C. ERVIN, his wife Route 4, Box 364 Chestertown, Maryland 21620	*	EQUITY NO. 6235

* * * * *

STATEMENT OF MORTGAGE DEBT

Unpaid balance of principal (including interest to August 1, 1978) . . . . . .$	5,507.73
Interest from August 1, 1978 at $1.44 per day . .	
Counsel fee provided in mortgage	50.00
Notary Public	2.00
Total due on Mortgage . . . . . .$	5,559.73

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

I HEREBY CERTIFY, that on this 8th day of August, 1978, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JAMES E. THOMPSON, JR., Assignee for the Purpose of Foreclosure, and made oath in due form of law that the foregoing is a true statement of the mortgage debt due from William H. Ervin and Jo Anne C. Ervin, his wife, as Mortgagors, under the aforesaid mortgage mentioned and described in the said statement to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Jean A. Anderson
Notary Public
My Commission Expires July 1, 1982

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
758-0677

Partial Purchase Money

THIS MORTGAGE, made this 27th day of October 1976 by and between William H. Ervin and Jo Ann Ervin, his wife, of Queen Anne's County, Md., of the first part, hereinafter referred to as MORTGAGOR, and The Sudlersville Bank of Maryland, of the second part, hereinafter referred to as MORTGAGEE.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith in the principal sum of Six thousand four hundred and - - - - - - - - - - - - - - - 00/100 Dollars($ 6,400.00), 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:

RECEIVED FOR RECORD & RECORDING IN LIBER CWC NO. 111 FOLIO 70

ON DEMAND

1976 OCT 27 PM 2:48

Land RECORDED FOR QUEEN ANNE'S CO., MD. CHARLES W. CECIL, CLERK

OCT 27-76 * 23748 *****12.95
OCT 27-76 A RT 23748 *****4.95
OCT 27-76 A RF 23747 *****2.00

The mortgagee shall have the privilege of prepayment of this mortgage, in whole or in part, at any time, without penalty.

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

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

Parcel No. 1

ALL those pieces or parcels of land situate, lying and being in the Second Election District of Queen Anne's County, Maryland, known as Lots Nos. 382, 383, 384 and 413 as shown on a plat entitled "Section No. 1 of Chester Harbor" which said plat is recorded among the Land Records of Queen Anne's County, Maryland, in Liber T.S.P. No. 49, folio 39.

Being the same lots or parcels of land conveyed to the borrowers herein, by William Howard Ervin, Jr., et ux., by deed dated October 20, 1976, and recorded or intended to be recorded immediately prior hereto. Subject to restrictions contained in said deed,

Parcel No. 2

ALL that lot or parcel of land, known as "The Walter A. Voshell Property", situate, lying and being in the Second Election District of Queen Anne's County, Maryland, on the east side of the State Road leading from Price to Roesville, adjoining on the north the property of (or formerly of) W. B. Faithful, and more particularly described as follows:

BEGINNING for the same at a stone planted on the east side of the aforesaid public road, in the northeast corner of the land hereby granted and conveyed, and running thence North 43 deg. east 138½ feet to a stone; thence South 45 deg. East 105½ feet to a stone; thence 47 deg. West, 131 feet to a stone; thence with the aforesaid public road North 49½ deg. West, 95½ feet to the place of beginning, and containing 13,604 sq. feet of land, more or less.

Being the same parcel of land conveyed by G. Edward Furbush to the borrowers herein, by deed dated February 9, 1970, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. No. 46, folio 127

"Assignee's Exhibit No. 1"

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 ~~10%~~ 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 Anthony Libersky, 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:

Anthony Libersky — William H. Ervin (SEAL)
William H. Ervin

Anthony Libersky — Jo Anne C. Ervin (SEAL)
Jo Anne C. Ervin

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

I hereby certify, that on this 27th day of October, 1976, before me the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne County, personally appeared William H. Ervin and Jo Anne C. Ervin, his wife, and duly acknowledged executing the aforegoing mortgage, and in my presence signed and sealed the same..

At the same time, also appeared W. M. D. Roe, of the party secured by the aforegoing mortgage, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; that the loan sum secured herein has been paid over and disbursed unto the within mortgagor or the person responsible for disbursement of funds in the closing transaction or the respective agent at a time no later than the final and complete execution of this mortgage.

My commission expires
July 1, 1978

Anthony Libersky
Notary Public

FOR VALUE RECEIVED, The Sudlersville Bank of Maryland, does hereby assign the within and foregoing mortgage to J. Elmer Thompson, Jr., Attorney, for the purpose of foreclosure.

WITNESS; the hand of William M. D. Roe, President, and seal of The Sudlersville Bank of Maryland, this 2nd day of August, 1978.

Witness:

THE SUDLERSVILLE BANK OF MARYLAND

William M. D. Roe

William M. D. Roe, President

LIBER 139, PAGE 123

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY that the aforegoing is a true and exact copy of the original Mortgage and Assisnment recorded in C.W.C. No. 111, folio 70 and C.W.C. No. 139, folio 123, being Land Record Books in 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 9th day of August, 1978.

Charles W. Cecil

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

LIBER 10 PAGE 525

LIBER 19 PAGE 526

DOCUMENT NO. 85867 BOOK 111 PAGE 70

Partial Purchase Money

THIS MORTGAGE, made this 27th C. day of October, 19 76 by and between William H. Ervin and Jo Ann Ervin, his wife, of Queen Anne's County, Md., of the first part, hereinafter referred to as MORTGAGOR, and The Sudlersville 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 Six thousand four hundred and - - - - - - - - - - - - - - - 00/100 Dollars($ 6,400.00) 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:

RECEIVED FOR RECORD & RECORDED IN LIBER Case 10 111 FOLIO 70

1976 OCT 27 PM 2:48

Land RECORD FOR QUEEN ANNE'S CO., MD. CHARLES W. CECIL, CLERK

ON DEMAND

OCT 27-76 * 23748 *****12.95
OCT 27-76 A 23748 ******1.95
OCT 27-76 A. 23747 ******8.00

The mortgagee shall have the privilege of prepayment of this mortgage, in whole or in part, at any time, without penalty.

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

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

Parcel No. 1

ALL those pieces or parcels of land situate, lying and being in the Second Election District of Queen Anne's County, Maryland, known as Lots Nos. 382, 383, 384 and 413 as shown on a plat entitled "Section No. 1 of Chester Harbor" which said plat is recorded among the Land Records of Queen Anne's County, Maryland, in Liber T.S.P. No. 49, folio 39.

Being the same lots or parcels of land conveyed to the borrowers herein, by William Howard Ervin, Jr., et ux., by deed dated October 20, 1976, and recorded or intended to be recorded immediately prior hereto. Subject to restrictions contained in said deed,

Parcel No. 2

ALL that lot or parcel of land, known as "The Walter A. Voshell Property", situate, lying and being in the Second Election District of Queen Anne's County, Maryland, on the east side of the State Road leading from Price to Roesville, adjoining on the north the property of (or formerly of) W. B. Faithful, and more particularly described as follows:

BEGINNING for the same at a stone planted on the east side of the aforesaid public road, in the northeast corner of the land hereby granted and conveyed, and running thence North 43 deg. east 138½ feet to a stone; thence South 45 deg. East 105½ feet to a stone; thence 47 deg. West, 131 feet to a stone; thence with the aforesaid public road North 49½ deg. West, 95½ feet to the place of beginning, and containing 13,604 sq. feet of land, more or less.

Being the same parcel of land conveyed by G. Edward Furbush to the borrowers herein, by deed dated February 9, 1970, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. No. 46, folio 127

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 murtgaged.

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 becdme 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 ~~10%~~ 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 Anthony Libersky 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:

Anthony Libersky — William H. Ervin (SEAL)

Anthony Libersky — Jo Anne C. Ervin (SEAL)

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

I hereby certify, that on this 27th day of October, 1976, before me the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne County, personally appeared William H. Ervin and Jo Anne C. Ervin, his wife, and duly acknowledged executing the aforegoing mortgage, and in my presence signed and sealed the same..

At the same time, also appeared W. M. D. Roe, of the party secured by the aforegoing mortgage, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; that the loan sum secured herein has been paid over and disbursed unto the within mortgagor or the person responsible for disbursement of funds in the closing transaction or the respective agent at a time no later than the final and complete execution of this mortgage.

My commission expires
July 1, 1978

Anthony Libersky
Notary Public

DOCUMENT NO. 94420 LIBER 10 PAGE 528

RECEIVED
CLERK, CIRCUIT COURT

1978 AUG -8 PM 3:35

No

Re QUEEN ANNE'S COUNTY RECEIVED FOR RECORD

Recorded in Liber 139 Folio 123

Assignment

AUG -8-78 * 28296 ******6.00
AUG -8-78 A 28296 ******6.00

OF MORTGAGE FROM William H. Ervin and Jo Anne C. Ervin, his wife

TO The Sudlersville Bank of Maryland AS RECORDED IN

LIBER CWC NO. 111 FOLIO 70

~~MAIL TO~~ To Be Placed in Equity No. 6235

FOR VALUE RECEIVED, The Sudlersville Bank of Maryland, does hereby assign the within and foregoing mortgage to J. Elmer Thompson, Jr., Attorney, for the purpose of foreclosure.

WITNESS; the hand of William M. D. Roe, President, and seal of The Sudlersville Bank of Maryland, this 2nd day of August, 1978.

Witness:

THE SUDLERSVILLE BANK OF MARYLAND

William M. D. Roe, President

Equity
6235

RECEIVED FOR RECORD Aug. 14, 1978

B O N D

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

KNOW ALL MEN BY THESE PRESENTS that we, James E. Thompson, Jr., 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 Seven Thousand Dollars ($7,000.00), 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, personal representatives, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 11th day of August, 1978.

WHEREAS, the above bounded principal, by virtue of the power contained in the mortgage from William H. Ervin and Jo Anne C. Ervin, his wife, to The Sudlersville Bank of Maryland, dated October 27, 1976, recorded October 27, 1976, in Liber C.W.C. No. 111, folio 70, a Land Record Book for Queen Anne's County, Maryland, and assigned to the principal for foreclosure, 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 James E. Thompson, Jr., Assignee, as aforesaid, does and shall well, truly and faithfully perform the trusts reposed in him under the mortgage as aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the 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 above bounden James E. Thompson, Jr. 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:

James E. Thompson (SEAL)
JAMES E. THOMPSON, JR.
ASSIGNEE

HARTFORD ACCIDENT AND INDEMNITY COMPANY

ATTEST:

BY: William M. Freestate (SEAL)
WILLIAM M. FREESTATE
ATTORNEY IN FACT

Certified copy of
Power of Attorney attached

THOMPSON, JR.
NEY AT LAW
LLE, MD. 21617
50-0677

SURETY APPROVED AND BOND FILED ON Aug. 14, 1978

Certified copy of Power of Attorney attached

LIBER 2 PAGE 235

LIBER 10 PAGE 530

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 235, 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 14th day of August, Nineteen Hundred and Seventy-eight.

Charles W. Cecil

Clerk of the Circuit Court for
Queen Anne's County

JAMES E. THOMPSON, JR. ASSIGNEE FOR THE PURPOSE OF FORECLOSURE	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
v.	*	
WILLIAM H. ERVIN and JO ANNE C. ERVIN, his wife	*	EQUITY NO. 6235

* * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of real estate made in this cause by James E. Thompson, Jr., Assignee for the Purpose of Foreclosure unto your Honors respectfully sets forth:

That default having occurred in the terms of a Mortgage from William H. Ervin and Jo Anne C. Ervin, his wife, to the Sudlersville Bank of Maryland dated October 27, 1976, recorded October 27, 1976, in Liber C.W.C. No. 111, folio 70, a Land Record Book for Queen Anne's County, which said Mortgage was by short assignment placed thereon duly assigned unto James E. Thompson, Jr. for the purpose of foreclosure on August 8, 1978. The undersigned Assignee, after docketing suit for foreclosure and advertising the mortgaged real estate for sale in Queen Anne's Record Observer, a newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before Friday, September 1, 1978, in accordance with a certificate of advertisement attached hereto as a part hereof, and after filing in this cause his bond to the State of Maryland with corporate surety approved by the Clerk of this Honorable Court, did attend in front of the Court House, Centreville, Queen Anne's County, Maryland, on Friday, September 1, 1978, at 10:00 o'clock, A.M. (DST), and after reading the attached advertisement and having the auctioneer cry the sale for considerable length of time, did sell said real estate unto Edward DeVore, R. D. # 1, Box 69A, Sudlersville, Maryland 21668, at and for the sum of Seven Thousand Two Hundred Fifty Dollars ($7,250.00) (Parcel No. 1 - Four Thousand Dollars ($4,000.00) and Parcel No. 2 - Three Thousand Two Hundred Fifty Dollars ($3,250.00), said real estate being described as follows, to wit:

PARCEL NO. 1:

ALL those pieces or parcels of land situate, lying and being in the Second Election District of Queen Anne's County, Maryland, known as Lots Nos. 382, 383, 384 and 413 as shown on a plat entitled "Section No. 1 of Chester Harbor" which said plat is recorded among the Land Records of Queen Anne's County, Maryland, in Liber T.S.P. No. 49, folio 39.

BEING the same lots or parcels of land conveyed to the Borrowers herein, by William Howard Ervin, Jr., et ux, by deed

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
758-0677

dated October 20, 1976, and recorded or intended to be recorded immediately prior hereto. Subject to restrictions contained in said deed.

PARCEL NO. 2:

ALL that lot or parcel of land, known as "The Walter A. Voshell Property", situate, lying and being in the Second Election District of Queen Anne's County, Maryland, on the east side of the State Road leading from Price to Roesville, adjoining on the North the property of (or formerly of) W. B. Faithful, and more particularly described as follows:

BEGINNING for the same at a stone planted on the east side of the aforesaid public road, in the northeast corner of the land hereby granted and conveyed, and running thence North 43 deg. east 138½ feet to a stone; thence South 45 deg. East 105½ feet to a stone; thence 47 deg. West, 131 feet to a stone; thence with the aforesaid public road North 49½ deg. West, 95½ feet to the place of beginning, and containing 13,604 sq. feet of land, more or less.

BEING the same parcel of land conveyed by G. Edward Furbush to the Borrowers herein, by deed dated February 9, 1970, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. No. 46, folio 127.

The purchaser has given cash to your Assignee in the amount of One Thousand Dollars ($1,000.00) (Five Hundred Dollars ($500.00) for each property) as down payment, and it is believed that he will comply with the other terms of sale upon ratification of the sale by this Court.

The Report states the amount of said sale to be Seven Thousand Two Hundred Fifty Dollars ($7,250.00) and that your Assignee believes said price is the best price obtainable for said property.

Respectfully submitted

James E. Thompson, Jr.
Assignee for the Purpose
of Foreclosure

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
758-0877

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

I HEREBY CERTIFY, that on this 1st day of September, 1978, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared JAMES E. THOMPSON, Jr., Assignee of the aforesaid Mortgage for the Purpose of Foreclosure, 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 the said sale was fairly made.

AND FURTHER that said Affiant believes the price obtained is the best price obtainable for said property.

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

Joan G. Anthony
NOTARY PUBLIC
MY COMMISSION EXPIRES: JULY 1, 1982

RECEIVED
CLERK, CIRCUIT COURT
1978 SEP -1 PM 2:02
QUEEN ANNE'S COUNTY

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
758-0877

LIBER 10 PAGE 534

JAMES E. THOMPSON, JR. ASSIGNEE FOR THE PURPOSE OF FORECLOSURE 117 Lawyers Row Centreville, Maryland 21617	*	IN THE CIRCUIT COURT FOR
v.	*	QUEEN ANNE'S COUNTY
WILLIAM H. ERVIN and JO ANNE C. ERVIN, his wife Route 4, Box 364 Chestertown, Maryland 21620	*	EQUITY NO. 6235

****

AFFIDAVIT BY PURCHASERS

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

I HEREBY CERTIFY, THAT ON THIS 1st day of September 1978, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Edward DeVore _____ and made oath in due form of law as follows:

That he was not acting as Agent for anyone in purchasing the real estate sold in this cause;

That no other person was interested in said sale as Principals;

That he has not directly or indirectly discouraged anyone from bidding for the said property.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires July 1, 1982

RECEIVED
CLERK, CIRCUIT COURT
1978 SEP -1 PM 2:01
QUEEN ANNE'S COUNTY

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
758-0677

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

Assignee's Sale
Of
Valuable Real Estate

The undersigned Assignee for the purpose of foreclosure under and by virtue of assignment of a Mortgage from William H. Ervin and Jo Anne C. Ervin, his wife, to The Sudlersville Bank of Maryland dated October 27, 1976, recorded October 27, 1976, in Liber C.W.C. No. 111, folio 70, n Land Record Book for Queen Anne's County, said Mortgage being in default, will offer at public sale to the highest bidder in front of the Court House Door, Centreville, Queen Anne's County, Maryland, on:

Fri., September 1, 1978
At 10:00 a.m. (DST)

the following described property, to wit:

PARCEL NO. 1:

ALL those pieces or parcels of land situate, lying and being in the Second Election District of Queen Anne's County, Maryland, known as Lots Nos. 332, 333, 334 and 413 as shown on a plat entitled "Section No. 1 of Chester Harbor" which said plat is recorded among the Land Records of Queen Anne's County, Maryland, in Liber T.S.P. No. 49, folio 39.

BEING the same lots or parcels of land conveyed to the borrowers herein, by William Howard Ervin, Jr., et ux, by deed dated October 20, 1976, and recorded or intended to be recorded immediately prior hereto. Subject to restrictions contained in said deed.

The above described lots are unimproved.

PARCEL NO. 2:

ALL that lot or parcel of land, known as "The Walter A. Voshell Property," situate, lying and being in the Second Election District of Queen Anne's County, Maryland, on the east side of the State Road leading from Price to Roesville, adjoining on the north the property of (or formerly of) W.B. Faithful, and more particularly described as follows:

BEGINNING for the same at a stone planted on the east side of the aforesaid public road, in the northeast corner of the land hereby granted and conveyed, and running thence North 43 deg. east 138½ feet to a stone; thence, South 45 deg. East 105½ feet to a stone; thence 47 deg. West, 131 feet to a stone; thence with the aforesaid public road North 49½ deg. West, 95½ feet to the place of beginning, and containing 13,604 sq. feet of land, more or less.

BEING the same parcel of land conveyed by G. Edward Furbush to the borrowers herein, by deed dated February 9, 1970, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. No. 46, folio 127.

The above described property is improved by a two (2) story frame building. The first floor is used as the Price Post Office. This parcel is being sold subject to a lease to the U.S. Postal Service which expires August 31, 1980. Annual rent $480.00. Terms of Lease available on request. The property also contains a garage and meat house.

TERMS OF SALE:

The properties will be offered for sale separately. $500.00 of the purchase money for each parcel in cash or certified check on day of sale, the balance thereof in cash upon final ratification of the sale by the Circuit Court for Queen Anne's County or all cash on the day of sale at the option of the purchaser. The credit payments to bear interest at 8% per annum from the day of sale and to be secured to the satisfaction of the Assignee.

Taxes and other public charges will be adjusted to the day of sale. All title papers, revenue stamps, transfer taxes, preparation of deed and all other costs of transfer to be at the purchaser's expense.

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

JAMES E. THOMPSON, JR., ASSIGNEE
JOE JACKSON, JR., AUCTIONEER

8-16-3-R.O.

Sept. 1 19 78

THIS IS TO CERTIFY, That the annexed

...Assignee's 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 ...31..... day of ..Aug.... 19 78

BAY PUBLISHING CORPORATION
Publishers

By Glenn A. Emerson

RECEIVED
CLERK, CIRCUIT COURT
1978 SEP -1 PM 2:01
QUEEN ANNE'S COUNTY

LIBER 10 PAGE 536

ORDER NISI ON SALE

JAMES E. THOMPSON, JR., Assignee

vs.

WILLIAM H. ERVIN, et al.

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

Cause No. 6235

ORDERED, this 1st day of September, 19 78, that the sale of the real property, made and reported in this cause by James E. Thompson, Jr., Assignee, be ratified and confirmed, on or after the 2nd day of October, 19 78, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 25th day of September, 19 78.

The report states the amount of sales to be $ 7,250.00.

Charles W. Cecil Clerk

Filed September 1, 1978

September 28..... 19.78

THIS IS TO CERTIFY, That the annexed

Order Nisi, William H. Ervin ..... 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 ....September..... successive weeks before the 21 ..... day of ..... 19....

BAY PUBLISHING CORPORATION
Publishers

By Douglas S. Welch

RECEIVED
CLERK, CIRCUIT COURT
1978 OCT -2 PM 2:31
QUEEN ANNE'S COUNTY

ORDER NISI ON SALE
JAMES E. THOMPSON, JR., Assignee
vs.
WILLIAM H. ERVIN, et al
In The Circuit Court
for Queen Anne's County
In Equity
Cause No. 6235

ORDERED, this 1st day of September, 1978, that the sale of the real property, made and reported in this cause by James E. Thompson, Jr., Assignee, be ratified and confirmed, on or after the 2nd day of October, 1978, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 25th day of September, 1978.

The report states the amount of sales to be $7,250.00.

Charles W. Cecil, Clerk

Filed: September 1, 1978

True Copy, Test:

Charles W. Cecil, Clerk

By: Betty M. Comegys, Deputy Clerk

R.O.-9-6-3

JAMES E. THOMPSON, JR. ASSIGNEE FOR THE PURPOSE OF FORECLOSURE	*	IN THE CIRCUIT COURT FOR
	*	QUEEN ANNE'S COUNTY
v.	*	
WILLIAM H. ERVIN and JO ANNE C. ERVIN, his wife	*	EQUITY NO. 6235

* * * * *

FINAL ORDER OF RATIFICATION

IT IS THIS 3rd day of October, 1978, for the Circuit Court for Queen Anne's County, in Equity, ORDERED, that the sale of real estate made and reported in this cause by James E. Thompson, Jr., Assignee for the Purpose of Foreclosure, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although notice appears to have been given as required by the preceding Order Nisi and the Assignee making said sale is allowed the usual commissions and such expenses not personal as he shall produce vouchers for to the auditor.

B. Hackett Turner Jr.

JUDGE

RECEIVED
CLERK, CIRCUIT COURT
1978 OCT -3 AM 10:51
QUEEN ANNE'S COUNTY

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
758-0877

LIBER 10 FOLIO 537

JAMES E. THOMPSON, JR., ASSIGNEE 117 Lawyers Row Centreville, MD 21617	*	IN THE CIRCUIT COURT
VS.	*	FOR
WILLIAM H. ERVIN and JO ANNE C. ERVIN, his wife Route 4, Box 364 Chestertown, Maryland 21620	*	QUEEN ANNE'S COUNTY EQUITY NO. 6235

* * * * * * * * * * * * *

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 James E. Thompson, Jr., Assignee, wherein it appears that the proceeds of sale are sufficient to pay the indebtedness; and there being a balance of $787.93 to be paid to the Mortgagors, William H. Ervin and Jo Anne C. Ervin, his wife.

2. That in the within account of James E. Thompson, Jr. Assignee in the sale of land, charged with the proceeds of sale made by him, and he is allowed his commissions for sale of land, his fee for mortgage, the court costs paid in this cause, the court costs due in this cause, the premium due on the bond, the costs of advertising said sale and Order Nisi, the fee of the auctioneer for crying said sale, the fee of the Notary, the amount disbursed for registered mail in this cause, the State and County Taxes in this cause, the fee of your auditor, and the amount due on said mortgage indebtedness to be paid, and there being a balance of $787.93 to be paid to the Mortgagors, William H. Ervin and Jo Anne C. Ervin, his wife.

Respectfully submitted,

October 27, 1978

J. Thomas Clark

J. Thomas Clark, Auditor

RECEIVED
CLERK, CIRCUIT COURT
1978 OCT 27 PM 1:00
QUEEN ANNE'S COUNTY

CAUSE NO. 6235

The proceeds of sale of land reported in this cause in account with James E. Thompson, Jr., Assignee, and vendor of said land.

CR.

1978 Sept. 1	By proceeds of sale of land, per reports of said vendor, to wit----------	$7,250.00
	Interest from 9/1/78 to 10/25/78	76.42
		$7,326.42

DR.

To James E. Thompson, Jr., Assignee, for		
1. counsel fee for mortgage	$ 50.00	
2. commissions on sale	512.50	562.50
To do for an amount paid Charles W. Cecil, Clerk for advanced costs		50.00
To do for an amount due Charles W. Cecil, Clerk for		
1. Clerk's additional	61.00	
2. Appearance fee	10.00	71.00
To do for amount due W.M. Freestate Agencey for the bond premium		28.00
To do for an amount due the Queen Anne's Record-Observer for		
1. Advertising said sale	120.75	
2. Order Nisi in said sale	31.50	152.25
To do for an amount due Joseph Jackson, auctioneer for crying said sale		25.00
To do for an amount due Jean G. Anthony, for Notary Fees		3.00
To do for an amount due James E. Thompson, Jr. for registered mail costs in this cause		1.67
To do for an amount due for payment of State and County Taxes on both parcels including $.76 interest		35.34
To do for an amount due J. Thomas Clark, Auditor for		
1. stating this account	45.00	
2. notifying parties	5.00	50.00

October 27, 1978

J. Thomas Clark
AUDITOR

LIBER 10 PAGE 539

To do for an amount due James E. Thompson, Jr., Assignee for the purpose of foreclosure for the payment in full of the mortgage indebtedness in this cause	$5,559.73	
To do for an amount due William H. Ervin and Jo Anne C. Ervin, his wife for the balance remaining from said sale	787.93	
	$7,326.42	$7,326.42

October 27, 1978

J Thomas Clark
Auditor

JAMES E. THOMPSON, JR., ASSIGNEE
117 Lawyers Row
Centreville, MD 21617

VS.

WILLIAM H. ERVIN and
JO ANNE C. ERVIN, his wife
Route 4, Box 364
Chestertown, Maryland 21620

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

EQUITY NO. 6235

* * * * * * * * * * * * * *

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on October 27, 1978, the date the audit in the above-entitled cause was filed in this Court, that he did by U. S. First Class Mail notify the following interest parties to this cause, to wit:

James E. Thompson, Jr., Esquire
117 Lawyers Row
Centreville, MD 21617

William H. Ervin and
Jo Anne C. Ervin
Route 4, Box 364
Chestertown, MD 21620

The Sudlersville Bank of Maryland
Sudlersville, MD
21668

Pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify each of them, that said account was filed on October 27, 1978, with the Clerk of the Court, Centreville, Maryland, and the exceptions to said audit must be filed on or before November 13, 1978, and that if no exceptions are filed within such fifteen-day period, the account may thereupon be ratified on November 14, 1978.

J. Norris Clark
Auditor

RECEIVED
CLERK, CIRCUIT COURT
1978 OCT 27 PM 1:01
QUEEN ANNE'S COUNTY

JAMES E. THOMPSON, JR., Assignee	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6235
WILLIAM H. ERVIN, et ux.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 27th day of October, 19 78, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 14th day of November, 1978, 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 Ocy. 27, 1978

JAMES E. THOMPSON, JR., ASSIGNEE 117 Lawyers Row Centreville, MD 21617	*	IN THE CIRUCIT COURT
VS.	*	FOR
WILLIAM H. ERVIN and JO ANNE C. ERVIN, his wife Route 4, Box 364 Chestertown, MD 21620	*	QUEEN ANNE'S COUNTY EQUITY NO. 6235

* * * * * * * * * *

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 James E. Thompson, Jr., Assignee, wherein it appears that the proceeds of sale are sufficient to pay the mortgage indebtedness in the amount of $5,559.73, plus the per diem interst of $1.44 for 60 days, coming to a total of $5,646.13; and there being a balance of $701.53 to be paid to the Mortgagors, William H. Ervin and Jo Anne C. Ervin, his wife.

2. That in the within account of James E. Thompson, Jr., Assignee in the sale of land, charged with the proceeds of sale made by him, and he is allowed his commissions for sale of land, his fee for mortgage, the court costs paid in this cause, the court costs due in this cause, the premium due on the bond, the costs of advertising said sale and Order Nisi, the fee of the auctioneer for crying said sale, the fee of the Notary, the amount disbursed for registered mail in this cause, the State and County Taxes in this cause, the fee of your auditor, and the amount due on said mortgage indebtedness to be paid; and there being a balance of $701.53 to be paid to the Mortgagors, William H. Ervin and Jo Anne C. Ervin, his wife.

Respectfully submitted,

November 13, 1978

J. Thomas Clark, Auditor

FILED
NOV 13 1978
CIRCUIT COURT
QUEEN ANNE'S CO.

CAUSE NO. 6235

The proceeds of sale of land reported in this cause in account with James E. Thomspon, Jr., Assignee, and vendor of said land.

CR.

1978		
Sept. 1	By proceeds of sale of land, per reports of said vendor, to wit----------	$7,250.00
	Interst from 9/1/78 to 10/25/78	76.42
		$7,326.42

DR.

To James E. Thompson, Jr., Assignee, for		
1. counsel fee for mortgage	$ 50.00	
2. commissions on sale	512.50	562.50
To do for an amount paid Charles W. Cecil, Clerk for advanced costs		50.00
To do for an amount due Charles W. Cecil, Clerk for		
1. Clerk's additional	61.00	
2. Appearance Fee	10.00	71.00
To do for an amount due W. M. Freestate Agency for bond premium		28.00
To do for an amount due The Queen Anne's Record-Observer for		
1. Advertising said sale	120.75	
2. Order Nisi in said sale	31.50	152.25
To do for an amount due Joseph Jackson, auctioneer for crying said sale		25.00
To do for an amount due Jean G. Anthony, for Notary Fees		3.00
To do for an amount due James E. Thompson, Jr., for registered mail costs in this cause		1.67
To do for an amount due for payment of State and County Taxes on both parcels including $.76 interest		35.34
To do for an amount due J. Thomas Clark, Adutifor for		
1. stating this account	45.00	
2. notifying parties	5.00	50.00

November 13, 1978

J. Thomas Clark
AUDITOR

To do for an amount due James E. Thompson, Jr., Assignee for the purpose of forclosure for the payment in full of the mortgage indebtedness in this cause to The Sudlersville Bank of Maryland, in the amount of $5,559.73, plus the per diem interest of $1.44 for 60 days — $5,646.13

To do for an amount due William H. Ervin and Jo Anne C. Ervin, his wife for the balance remaining from said sale — 701.53

$7,326.42 — $7,326.42

November 13,1978

AUDITOR

LIBER 10 PAGE 546

JAMES E. THOMPSON, JR., ASSIGNEE
117 Lawyers Row
Centreville, MD 21617

VS.

WILLIAM H. ERVIN and
JO ANNE C. ERVIN, his wife
Route 4, Box 364
Chestertown, MD 21620

IN THE CIRUCIT COURT

FOR

QUEEN ANNE'S COUNTY

EQUITY NO. 6235

* * * * * * * * * * *

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on November 13, 1978, 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 of this cause, to wit:

James E. Thompson, Jr., Esquire
117 Lawyers Row
Centreville, MD 21617

William H. Ervin and
Jo Anne C. Ervin
Route 4, Box 364
Chestertown, MD 21620

The Sudlersville Bank of Maryland
Sudlersville, MD
21668

Pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify each of them, that said account was filed on November 13, 1978, with the Clerk of the Court, Centreville, Maryland, and the exceptions to said amended audit must be filed on or before November 29, 1978, and if no exceptions are filed within such fifteen-day period, the account may thereupon be ratified on November 30, 1978.

J. Thomas Clark, Auditor

RECEIVED
CLERK. CIRCUIT COURT
1978 NOV 13 AM 10: 35
QUEEN ANNE'S COUNTY

JAMES E. THOMPSON, JR., ASSIGNEE	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
	*	No. 6235
WILLIAM H. ERVIN, et al.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 13th day of November, 19 78,
that the Amended report and account filed in these proceedings by _____
J. Thomas Clark, Auditor, be ratified on or after the
30th day of November, 1978, 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. Gail Clerk

Filed Nov. 13, 1978

JAMES E. THOMPSON, JR., ASSIGNEE	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6235
	*	
WILLIAM H. ERVIN, et al.	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 11th day of December, 19 78, by the Court that the account of the Auditor is finally ratified and confirmed, and James E. Thompson, 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.

Marguerite H. Mankin Clerk

Filed December 11, 1978

ESC/nlj/6/28/78/1&2/

ERNEST S. COOKERLY, ASSIGNEE Court Street Chestertown, Maryland 21620	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY, MARYLAND
HARRY E. CONRAD and BARBARA ANNE CONRAD, his wife R.D.# 1, Box 18A Roe Road Sudlersville, Maryland 21668	*	EQUITY NO. 6212

* * * * *

ORDER TO DOCKET FORECLOSURE SUIT

Mr. Clerk:

Will you please docket the above entitled foreclosure suit and file therein the following:

a. Mortgage from Harry E. Conrad and Barbara Anne Conrad, his wife, to Dennis R. Conner and William D. Perryman, dated June 27, 1975, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 94, Folio 715, assigned to Ernest S. Cookerly, for foreclosure and collection on June 27, 1978.

b. Statement of Mortgage indebtedness.

c. Non-Military Affidavit.

Ernest S. Cookerly, Assignee

RECEIVED
CLERK, CIRCUIT COURT
1978 JUN 29 PM 1:07
QUEEN ANNE'S COUNTY

FILED
JUN 29 1978
CIRCUIT COURT
QUEEN ANNE'S CO.

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

MORTGAGE FEE — INDIVIDUAL MORTGAGOR AND MORTGAGEE — CITY OR COUNTY — FORM 7016.

DOCUMENT NO. 79,565

PURCHASE MONEY

THIS MORTGAGE, Made this 27 day of June ----------

in the year nineteen hundred and seventy-five ---------- by and between HARRY E. CONRAD and BARBARA ANNE CONRAD, his wife, ----------

Mortgagors of ~~the~~ Lancaster County, -------- in the State of Pennsylvania, ~~Maryland,~~ of the first part, and DENNIS R. CONNER, of Charles County, State of Maryland, and WILLIAM D. PERRYMAN, of Montgomery County, State of Maryland ----------, Mortgagees, of the second part:

WHEREAS, the said Mortgagors are justly indebted unto said Mortgagees in the full sum of ~~XXXXXX~~ twenty-two thousand ($22,000.00) dollars (being money loaned and advanced by said Mortgagees to said Mortgagors) for which said sum and the interest thereon said Mortgagors have passed to said Mortgagees their promissory notes bearing even date herewith for said principal sum of twenty-two thousand ($22,000.00) dollars, payable in manner and form as follows:

In one hundred and forty-three (143) consecutive monthly installments of one hundred seventy-seven dollars and sixteen ($177.16) cents each, including interest, payable on the 27 day of each and every month, commencing with the 27 day of July, 1975, and a final and one hundred and forty-fourth (144th) payment of the balance due payable on the 27 day of June, 1987; provided, however, that the Mortgagors may pay the debt in part or in full at any time without penalty, interest to cease on any amount paid on said principal sum as of date of such principal payment, and provided, however, further, that such advance payments shall not postpone the date of payment of the next regular consecutive installment, but shall operate only to accelerate the payment of the whole debt.

AND WHEREAS, this Mortgage is made to secure the payment of said debt, and the interest thereon, in the manner and at the times limited in aforesaid promissory note or any renewal or renewals thereof and the performance of all the covenants hereinafter mentioned -- the execution hereof being a condition precedent to the making of said loan.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Harry E. Conrad and Barbara Anne Conrad, his wife, ----------

do grant and convey unto the said Dennis R. Conner and William D. Perryman, each to hold an undivided one-half interest, their ----------

~~dxxxxxgrantxandxconveyxxxxx~~

---------- heirs and assigns, in fee simple, ~~all~~ ---------- ~~lot or parcel of ground situate and lying in the~~

---------- ~~aforesaid, and described as follows, to wit: -- Beginning for~~

ALL that piece or parcel of land situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, and more particularly described in accordance with a survey made by J. R. McCrone, Jr., Inc., Registered Engineers and Land Surveyors, in June of 1975, as follows:

BEGINNING for the same at a point in the southernmost right-of-way line of Roe Road, a 50 foot wide right-of-way; said beginning point further being located, north 50 degrees 24 minutes 46 seconds west 801.92 feet from a concrete monument also in the southernmost right-of-way line of Roe Road at the intersection of the division line of the lands of Harry J. Nuttle (see C.W.C. 21/577) and other lands of Dennis R. Conner and William D. Perryman (see C.W.C. 85/304); thence, leaving said beginning point so fixed and running for four (4) new lines of division through the lands of said Conner and Perryman, the four following courses and distances, south 30 degrees 42 minutes 20 seconds west 437.50 feet to a point; thence, north 68 degrees 36 minutes 28 seconds west 42.92 feet to a point and still continuing on said same course 85.57 feet to a point; thence, north 01 degree 44 minutes 41 seconds west 169.17 feet to a point; thence, north 18 degrees 52 minutes 30 seconds east 272.23 feet to a point on the southernmost right-of-way line of Roe Road; thence, binding on the aforesaid right-of-way, south 71 degrees 07 minutes 29 seconds east 152.44 feet to a point of curvature; thence, binding on the arc of a curve to the right, 125.54 feet to the place of beginning, said curve having a radius of 984.39 feet and scribed by a chord of south 67 degrees 28 minutes 18 seconds east 125.46 feet. Containing in all 2.207 acres of land, more or less.

BEING the same parcel of land conveyed to Harry E. Conrad and Barbara Anne Conrad, his wife, by Dennis R. Conner and William D. Perryman by deed bearing even date herewith and recorded, or intended to be recorded, among the Land Records for Queen Anne's County, aforesaid, immediately prior hereto.

RECEIVED FOR RECORD
RECORDED IN LIBER 94
FOLIO 715
1975 JUN 30 AM 12: 02
RECORD FOR
QUEEN ANNE'S CO., MD.
CHARLES W. CECIL, CLERK

JUN 30-75 * 26594 *****11.50
JUN 30-75 A 26594 *****11.50

The Mortgagors by execution of this instrument certify that prior to such execution they have received both a fully executed agreement as to the contractural rate of interest and a loan disclosure statement in connection with this loan as required by Article 49 of the Annotated Code of Maryland.

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 Dennis R. Conner and William D. Perryman, each to hold an undivided one-half ~~heirs and assigns, forever.~~ interest, their heirs and assigns, in fee simple.

Provided, that if the said Harry E. Conrad and Barbara Anne Conrad, his wife, their heirs,

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of twenty-two thousand and 00/100 ---------- dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagors hereby assent to the passage of a Decree for the sale of the property hereby mortgaged; and said Mortgagors hereby also authorize the said Mortgagees, their heirs, personal representatives or assigns, or Ernest S. Cookerly, Esquire, ---------- the duly authorized Attorney or Agent of the said Mortgagees, to sell the hereby mortgaged property; such sale in either instance to take place only after a default shall have occurred in any of the covenants or conditions of this Mortgage as herein provided. Any such sale, whether under the above assent to a Decree or under the above power of sale, shall be conducted in accordance with the provisions of Article 66 of the Annotated Code of Maryland and Rules W70 to W80, inclusive, of the Maryland Rules of Procedure and under any other general or local laws or rules of procedure 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 the said Mortgagees, their heirs, 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 themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sales 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 commissions the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby ---------- covenant to pay, and the said Mortgagees, their heirs, personal representatives or assigns, or Ernest S. Cookerly, Esq., -- 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 heirs, personal representatives or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable. Mortgagors 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 mortgage debt and interest, taxes and assessments, public dues and charges, 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 hereby mortgaged property to the amount of at least its full insurable value ----------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 heirs executors, administrators or assigns, to the extent of their lien or claim hereunder.

Witness the ----------hands and seals of said Mortgagors.

TEST:

Harry E. Conrad [SEAL]
Harry E. Conrad

Barbara Anne Conrad [SEAL]
Barbara Anne Conrad

[SEAL]

STATE OF MARYLAND, COUNTY OF KENT, to wit:

I HEREBY CERTIFY, That on this 27th day of June ---------- , 1975 , before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared Harry E. Conrad and Barbara Anne Conrad, his wife, ----------

the Mortgagors named in the aforegoing Mortgage, known to me (or satisfactorily proven) to be the persons whose names ~~is~~/are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained, and in my presence signed and sealed the same.

At the same time also appeared Dennis R. Conner and William D. Perryman, and made oath in due form of law that they are the Mortgagees ----------

~~and made oath in due form of law that he is one of the Mortgagees, or the Agent of the Mortgagee,~~

and that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and further that the loan secured hereby has been paid over and disbursed by the party secured hereby unto the within named Mortgagors or unto 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.

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

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.

Ernest S. Cookerly, Attorney

LIBER 137 PAGE 198

No 23876 RECEIVED
Re CLERK. CIRCUIT COURT RECEIVED FOR RECORD

1978 JUN 29 PM 1:06

QUEEN ANNE'S COUNTY

Assignment

JUN 29-78 * 26641 ******6.00
JUN 29-78 A # 26641 ******6.00

OF MORTGAGE FROM Harry E. Conrad & Barbara Anne Conrad, his wife

TO Dennie R. Conner & William D. Perryman AS RECORDED IN

LIBER CWC NO. 94 FOLIO 715

MAIL TO TO BE PLACED IN CHY. 6212

FOR VALUE RECEIVED and default having occurred, Dennis R. Conner and William D. Perryman do hereby assign the within and aforegoing mortgage to Ernest S. Cookerly, Attorney, for the purpose of foreclosure and collection.

WITNESS the hands and seals of the said Dennis R. Conner and William D. Perryman, this 27th day of June, 1978.

Witness:

Dennis R. Conner (SEAL)
Dennis R. Conner

Janet Leigh Perryman

William D. Perryman (SEAL)
William D. Perryman

PURCHASE MONEY
MORTGAGE
FROM

HARRY E. CONRAD and

BARBARA ANNE CONRAD, his wife,

TO

DENNIS R. CONNER and

WILLIAM D. PERRYMAN

Return to Circuit Court

BLOCK NO.

Received for Record June 30, 1978,
at o'clock M. Same day recorded
in Liber CWC No. 94 Folio 715 &c.,
Records of
and examined per
Clerk.
Cost of Record, $ Not Paid.

ERNEST S. COOKERLY
ATTORNEY AT LAW
CHESTERTOWN, MARYLAND 21620
778-2112

LIBER 10 PAGE 553

ESC/nlj/6/28/78/1&2/ LIBER 10 PAGE 554

ERNEST S. COOKERLY, ASSIGNEE Court Street Chestertown, Maryland 21620	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY, MARYLAND
HARRY E. CONRAD and BARBARA ANNE CONRAD, his wife R.D.# 1, Box 18A Roe Road Sudlersville, Maryland 21668	*	EQUITY NO. 6212

* * * * *

STATEMENT OF MORTGAGE INDEBTEDNESS

The Statement of the Mortgage Claim of Ernest S. Cookerly, Assignee, Court Street, Chestertown, Maryland, under a certain mortgage from Harry E. Conrad and Barbara Anne Conrad, his wife, to Dennis R. Conner and William D. Perryman, dated June 27, 1975, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 94, Folio 715, assigned to Ernest S. Cookerly, for foreclosure and collection on June 27, 1978, are as follows:

Balance of unpaid principal	$21,009.50
Interest due to June 27, 1978	146.32
	$21,155.82

Interest will accrue at the rate of $4.72 per diem from June 27, 1978

STATE OF MARYLAND, COUNTY OF KENT, to wit:

I HEREBY CERTIFY, that on this 28th day of June, 1978, before me, the subscriber, a Notary Public of the State and County aforesaid personally appeared ERNEST S. COOKERLY, Assignee for Dennis R. Conner and William D. Perryman, and made oath in due form of law that the aforegoing Statement of Mortgage Indebtedness is a true statement of the amount due from the said Harry E. Conrad and Barbara Anne Conrad, his wife, to Dennis R. Conner and William D. Perryman under the aforementioned mortgage and that neither your Affiant nor the said Dennis R. Conner and William D. Perryman has received any security or satisfaction therefor, other than the said mortgage in said statements mentioned, and that the said Affiant has been duly authorized by Dennis R. Conner and William D. Perryman to make this oath.

AS WITNESS my hand and Notarial Seal.

Nancy [illegible]
Notary Public

My commission expires:
July 1, 1978.

FILED
JUN 29 1978
CIRCUIT COURT
QUEEN ANNE'S CO.

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

ESC/nlj/6/28/78/1&2/

ERNEST S. COOKERLY, ASSIGNEE Court Street Chestertown, Maryland 21620	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY, MARYLAND
HARRY E. CONRAD and BARBARA ANNE CONRAD, his wife R.D.# 1, Box 18A Roe Road Sudlersville, Maryland 21668	*	EQUITY NO. 6212

* * * * *

STATE OF MARYLAND, COUNTY OF KENT, to wit:

I HEREBY CERTIFY, that on this 28th day of June, 1978, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared ERNEST S. COOKERLY, Attorney for Dennis R. Conner and William D. Perryman, 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 Dennis R. Conner and
William D. Perryman

Sworn to before me this 28th
day of June, 1978.

FILED

JUN 29 1978

CIRCUIT COURT
QUEEN ANNE'S CO.

Notary Public

My commission expires:
July 1, 1978.

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

Chg 621

LIBER 10 PAGE 556

ESC/nlj/6/28/78/1&2/

BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Ernest S. Cookerly, of Kent County, State of Maryland, as Principal, and Fidelity and Deposit Company of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty-one Thousand Two Hundred ($21,200.00) 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, administrators, successors or assigns, jointly and severally, firmly by these presents.

SEALED with our seals, and dated this 28th day of June, in the year of our Lord, nineteen hundred and seventy-eight.

WHEREAS, the above bounden Ernest S. Cookerly, by virtue of the power contained in a mortgage from Harry E. Conrad and Barbara Anne Conrad, his wife, to Dennis R. Conner and William D. Perryman, bearing date the 27th day of June, 1975, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 94, Folio 715, etc., and which was assigned on the 27th day of June, 1978, 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 mortgage, default having been made in the payment of the money, as specified, and in the conditions and covenants contained in the aforesaid mortgage.

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 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 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

Ernest S. Cookerly (SEAL)
PRINCIPAL

Nancy Lee Jewell

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

BY: Ernest S. Cookerly (SEAL)
Attorney-in-Fact
SURETY

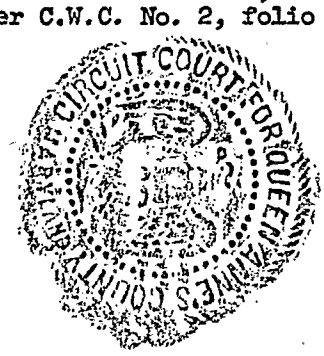
LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

SURETY APPROVED AND BOND FILED ON June 29, 1978

LIBER 2 PAGE 233

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 233, 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 June, Nineteen Hundred and Seventy-eight.

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

ESC/nlj/7/14/78/1&1/

LIBER 10 PAGE 558

ERNEST S. COOKERLY, ASSIGNEE Court Street Chestertown, Maryland 21620	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY, MARYLAND
HARRY E. CONRAD and BARBARA ANNE CONRAD, his wife R.D.# 1, Box 18A Roe Road Sudlersville, Maryland 21668	*	EQUITY NO. 6212

* * * * *

AFFIDAVIT AS TO SERVICE

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

Before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Queen Anne's, aforesaid, personally appeared ERNEST S. COOKERLY, ATTORNEY ASSIGNEE, who, being duly sworn, deposes and says:

That a registered letter was mailed on July 5, 1978, addressed to Mr. and Mrs. Harry E. Conrad, R.D.# 1, Box 18A, Roe Road, Sudlersville, Maryland 21668, being registered no. 511, return receipt requested, the receipt of which is appended hereto and made a part hereof. Said letter was delivered to the addresses on July 6, 1978, as indicated on the receipt which is appended hereto and made a part hereof.

RECEIVED
CLERK, CIRCUIT COURT
1978 JUL 17 AM 9:26
QUEEN ANNE'S COUNTY

Ernest S. Cookerly, Attorney Assignee

Subscribed and sworn to before me,

this 14th day of July, 1978.

NANCY LEE JEWELL NOTARY PUBLIC QUEEN ANNE'S CO. MD.

Nancy Lee Jewell
Notary Public

My commission expires:

, 1982.

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

PS Form 3811, Nov. 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).
   - [X] Show to whom and date delivered .....45¢
   - [ ] Show to whom, date, & address of delivery .....45¢
   - [ ] RESTRICTED DELIVERY. Show to whom and date delivered .....85¢
   - [ ] RESTRICTED DELIVERY. Show to whom, date, and address of delivery ..$1.05

(Fees shown are in addition to postage charges and other fees).

2. ARTICLE ADDRESSED TO: Harry Conrad

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
511		

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE [ ] Addressee [ ] Authorized agent

4. DATE OF DELIVERY 7-6-78 POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

☆ GOP: 1976—O-203-456

ESC/nlj/7/24/78/1&2/

ERNEST S. COOKERLY, ASSIGNEE Court Street Chestertown, Maryland 21620	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY, MARYLAND
HARRY E. CONRAD and BARBARA ANNE CONRAD, his wife R.D.# 1, Box 18A Roe Road Sudlersville, Maryland 21668	*	EQUITY NO. 6212

* * * * *

RECEIVED
CLERK, CIRCUIT COURT
1978 JUL 25 AM 9:05
QUEEN ANNE'S COUNTY

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of real estate made by Ernest S. Cookerly, Attorney Assignee, respectfully shows:

That default having occurred in the terms of a mortgage from Harry E. Conrad and Barbara Anne Conrad, his wife, to Dennis R. Conner and William D. Perryman, dated June 27, 1975, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 94, Folio 715, etc., and which said mortgage by assignment was assigned on June 27, 1978, to Ernest S. Cookerly, Attorney, for the purpose of foreclosure and collection; the undersigned, after docketing suit for foreclosure, and after advertising the mortgaged premises and real estate for sale in the Queen Anne's Record Observer, a newspaper printed and published in Queen Anne's County, Maryland, aforesaid, once in each of three (3) successive weeks before the 21st day of July, 1978, 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, July 21, 1978, 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 Charles P. Vonville and Lillian C. Vonville, his wife, at and for the sum of Twenty-five Thousand ($25,000.00) Dollars, said real estate being described as follows:

All that piece or parcel of land situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, and more

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

particularly described in accordance with a survey made by J. R. McCrone, Jr., Inc., Registered Engineers and Land Surveyors, in June of 1975, as follows: BEGINNING for the same at a point in the southernmost right-of-way line of Roe Road, a 50 foot wide right-of-way; said beginning point further being located, north 50 degrees 24 minutes 46 seconds west 801.92 feet from a concrete monument also in the southernmost right-of-way line of Roe Road at the intersection of the division line of the lands of Harry J. Nuttle (see C.W.C. 21/577) and other lands of Dennis R. Conner and William D. Perryman (see C.W.C. 85/304); thence, leaving said beginning point so fixed and running for four (4) new lines of division through the lands of said Conner and Perryman, the four following courses and distances, south 30 degrees 42 minutes 20 seconds west 437.50 feet to a point; thence, north 68 degrees 36 minutes 28 seconds west 42.92 feet to a point and still continuing on said same course 85.57 feet to a point; thence, north 01 degree 44 minutes 41 seconds west 169.17 feet to a point; thence, north 18 degrees 52 minutes 30 seconds east 272.23 feet to a point on the southernmost right-of-way line of Roe Road; thence, binding on the aforesaid right-of-way, south 71 degrees 07 minutes 29 seconds east 152.44 feet to a point of curvature; thence, binding on the arc of a curve to the right 125.54 feet to the place of beginning, said curve having a radius of 984.39 feet and scribed by a chord of south 67 degrees 28 minutes 18 seconds east 125.46 feet. Containing in all 2.207 acres of land, more or less.

BEING the same parcel of land conveyed to Harry E. Conrad and Barbara Anne Conrad, his wife, by Dennis R. Conner and William D. Perryman by deed dated June 27, 1975, and recorded among the Land Records for Queen Anne's County, Maryland.

The purchasers 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 Twenty-five Thousand ($25,000.00) Dollars.

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

Respectfully submitted,

Ernest S. Cookerly, Attorney Assignee

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

I HEREBY CERTIFY, that on this 24th day of July, 1978, 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 Lee Tidwell
Notary Public

My commission expires:

July 1, 1982.

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

LIBER 10 PAGE 562

ORDER NISI ON SALE

ERNEST S. COOKERLY, ASSIGNEE

vs.

HARRY E. CONRAD and
BARBARA ANNE CONRAD, his wife

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

Cause No. 6212

ORDERED, this 25th day of July, 1978, 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 25th day of August, 1978, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 18th day of August, 1978.

The report states the amount of sales to be $25,000.00.

Charles H. Coe Clerk

Filed July 25, 1978

ESC/nlj/7/24/78/1&2/

ERNEST S. COOKERLY, ASSIGNEE Court Street Chestertown, Maryland 21620	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY, MARYLAND
HARRY E. CONRAD and BARBARA ANNE CONRAD, his wife R.D.# 1, Box 18A Roe Road Sudlersville, Maryland 21668	*	EQUITY NO. 6212

* * * * *

MEMORANDUM OF SALE

I, NORMAN DIXON, certify that I was the auctioneer at the mortgage foreclosure sale in the matter of Ernest S. Cookerly, Attorney Assignee vs. Harry E. Conrad and Barbara Anne Conrad, his wife, and that the property was sold on July 21, 1978, to Charles P. Vonville and Lillian. C. Vonville, his wife, for the sum of Twenty--five Thousand ($25,000.00) Dollars.

AS WITNESS my hand and Notarial Seal this 27 day of July, 1978.

Witness:

Ethel L. Orem — Norman Dixon (SEAL)

Norman Dixon, Auctioneer

RECEIVED
CLERK. CIRCUIT COURT
1978 JUL 31 PM 3:53
QUEEN ANNE'S COUNTY

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

ESC/nlj/7/24/78/1&2/

10 564

ERNEST S. COOKERLY, ASSIGNEE Court Street Chestertown, Maryland 21620	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY, MARYLAND
HARRY E. CONRAD and BARBARA ANNE CONRAD, his wife R.D.# 1, Box 18A Roe Road Sudlersville, Maryland 21668	*	EQUITY NO. 6212

****

PURCHASERS AFFIDAVIT

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

I HEREBY CERTIFY, that on this 26th day of July, 1978, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared CHARLES P. VONVILLE and LILLIAN C. VONVILLE, his wife, purchasers of the Harry E. Conrad and Barbara Anne Conrad property in the First Election District of Queen Anne's County, Maryland, from the Assignee in this cause and made oath in due form of law:

1. That Charles P. Vonville and Lillian P. Vonville are the purchasers and are not agents for anyone.

2. That no others are interested as principals.

3. That Charles P. Vonville and Lillian C. Vonville have not directly or indirectly discouraged anyone from bidding for said property.

AS WITNESS my hand and Notarial Seal.

M. Gladys Truitt
Notary Public

GLADYS TRUITT NOTARY PUBLIC Queen Anne's Co., Md.

My commission expires:

7-1-82.

RECEIVED
CLERK. CIRCUIT COURT
1978 JUL 31 PM 3:53
QUEEN ANNE'S COUNTY

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

ESC/nlj/7/25/78/1&1/

ERNEST S. COOKERLY, ASSIGNEE Court Street Chestertown, Maryland 21620	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY, MARYLAND
HARRY E. CONRAD and BARBARA ANNE CONRAD, his wife R.D.# 1, Box 18A Roe Road Sudlersville, Maryland 21668	*	EQUITY NO. 6212

* * * * *

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 frame dwelling house situate on 2 acres of land in the First Election District of Queen Anne's County, Maryland.

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 Twenty-five Thousand ($25,000.00) Dollars and the minimum fee allowed under Local Rule 1300 would amount to Sixty-two Dollars and Fifty ($62.50) cents. That your Petitioner and auctioneer feel that the minimum fee allowed under Local Rule 1300 is adequate.

4. That the auctioneer, Norman Dixon, and your Petitioner are of the opinion that Eighty-five ($85.00) 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 Eighty-five ($85.00) Dollars to Norman Dixon for his services.

AND, as in duty bound, etc.

RECEIVED
CLERK, CIRCUIT COURT
1978 JUL 31 PM 3:53
QUEEN ANNE'S COUNTY

Ernest S. Cookerly, Attorney
Assignee

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

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

I HEREBY CERTIFY, that on this 25th day of July, 1978, 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 Dietz
Notary Public

NANCY LEE DIETZ NOTARY PUBLIC QUEEN ANNE'S COUNTY

My commission expires:

July 1, 1982.

ORDER OF COURT

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 3rd day of August, 1978, that the fees for the auctioneer, Norman Dixon, in the amount of Eighty-five ($85.00) Dollars is hereby approved as a proper expense of the sale of the real estate.

B. Hackett Turner Jr
JUDGE

RECEIVED
CLERK, CIRCUIT COURT
1978 AUG -3 PM 4:16
QUEEN ANNE'S COUNTY

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

ERNEST S. COOKERLY

Attorney Assignee's Sale

Under and by virtue of a Power of Sale contained in a mortgage from Harry E. Conrad and Barbara Anne Conrad, his wife, to Dennis R. Conner and William D. Perryman, datcd June 27, 1975, and recorded among the Land Records for Queen Anne's County, Maryland, in liber C.W.C. No. 94, Folio 715, etc. and assigned unto Ernest S. Cookerly, Attorney, on June 27, 1978, for foreclosure and collection, (Equity No. 6212), default having been made by the said Mortgagors 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, July 21, 1978

At 11:00 a.m.

THE PROPERTY IS IMPROVED BY A FRAME DWELLING CONSISTING OF EIGHT (8) ROOMS, PLUS A TWO CAR GARAGE, STABLE AND WELL HOUSE. (There was a fire in the residence, which damaged (2) bedrooms on the second floor, the second floor hall. back stair well and attic, which has not been repaired).

ALL that piece or parcel of land situate, lying and being in the First Elcction District of Queen Anne's County, State of Maryland, and more particularly described in accordance with a survey made by J.R. McCrone, Jr., Inc., Registered Engineers and Land Surveyors, in June of 1975, as follows: BEGINNING for the same at a point in the southernmost right-of-way line of Roe Road, a 50 foot wide right-of-way; said beginning point further being located, north 50 degrees 24 minutes 46 seconds west 801.92 feet from a concrete monument also in the southernmost right-of-way linc of Roe Road at the intersection of the division line of the lands of Harry J. Nuttle (see C.W.C. 21/577) and other lands of Dennis R. Conner and William D. Perryman (see C.W.C. 85/304); thencc, leaving said beginning point so fixed and running for four (4) new lines of division through the lands of said Conner and Perryman, the four following courses and distances, south 30 degrees 42 minutes 20 seconds west 437.50 feet to a point; thenee, north 68 degrees 36 minutes 28 sceonds west 42.92 feet to a point and still continuing on said same course 85.57 feet to a point; thence, north 01 degree 44 minutes 41 seconds west 169.17 feet to a point; thence, north 18 degrees 52 minutes 30 seeonds east 272.23 feet to a point on thc southernmost right-of-way line of Roe Road; thence, binding on the aforesaid right-of-way; south 71 degrees 07 minutes 29 seconds east 152.44 feet to a point of curvature; thcnce, binding on the arc of a eurve to the right 125.54 feet to the place of beginning, said curve having a radius of 984.39 feet and scribed by a chord of south 67 degrees 28 minutes 18 seconds east 125.46 feet. Containing in all 2.207 acres of land, more or less.

BEING the same parcel of land conveyed to Harry E. Conrad and Barbara Anne Conrad, his wife, by Dcnnis R. Conner and William D. Perryman by deed dated June 27, 1975, and recorded among the Land Records for Queen Anne's County, Maryland.

TERMS OF SALE: A deposit of Three Thousand ($3,000.00) Dollars in cash or certified check at the time of sale, balance due in cash or by certified check at the time of settlement which shall take place upon the ratification of the sale by the Circuit Court for Queen Anne's County, Maryland. The balance to bear interest at the rate of 8% 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

7-5-3-R.O.

.....July..26..... 1978..

THIS IS TO CERTIFY, That the annexed

...Assignee'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 .....3..... successive weeks before the ....20..... day of ..... July ..... 19....78

BAY PUBLISHING CORPORATION
Publishers

By CARMEN E. EMERSON

RECEIVED
CLERK. CIRCUIT COURT
1978 AUG -8 PM 1:36
QUEEN ANNE'S COUNTY

ESC/nlj/8/29/78/1&2/

LIBER 10 PAGE 568

ERNEST S. COOKERLY, ASSIGNEE Court Street Chestertown, Maryland 21620	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY, MARYLAND
HARRY E. CONRAD and BARBARA ANNE CONRAD, his wife R.D.# 1, Box 18A, Roe Road Sudlersville, Maryland 21668	*	EQUITY NO. 6212

* * * * *

FINAL ORDER OF RATIFICATION

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 30th day of August, 1978, 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 finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given, as required by the preceding Order Nisi, and the said Ernest S. Cookerly, Attorney Assignee, is allowed the usual commissions and proper expenses, not personal, as he shall produce vouchers to the auditor.

B. Hackett Turner Jr.
JUDGE

RECEIVED
CLERK. CIRCUIT COURT
1978 AUG 30 PM 2:33
QUEEN ANNE'S COUNTY

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

...August..29.. 19.78

THIS IS TO CERTIFY, That the annexed

.....Order.Nisi..... 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 .....17..... day of ..August.. 19..78

BAY PUBLISHING CORPORATION
Publishers

By Harmon H. Emerson

ORDER NISI ON SALE
ERNEST S. COOKERLY, ASSIGNEE
vs.
HARRY E. CONRAD and
BARBARA ANNE CONRAD, his wife
In the Circuit Court for
Queen Anne's County
In Equity
Cause No. 6212

ORDERED, this 25th day of July, 1978, 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 25th day of August, 1978, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 18th day of August, 1978.

The report states the amount of sales to be $25,000.00.

Charles W. Cecil, Clerk

Filed: July 25, 1978
True Copy, Test:
Charles W. Cecil, Clerk
By: Betty M. Comegys, Deputy Clerk

8-2-3-R.O.

RECEIVED
CLERK, CIRCUIT COURT
1978 SEP -1 AM 9:10
QUEEN ANNE'S COUNTY

ESC/nlj/9/13/78/1&2/

LIBER 10 PAGE 570

ERNEST S. COOKERLY, ASSIGNEE Court Street Chestertown, Maryland 21620	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY, MARYLAND
HARRY E. CONRAD and BARBARA ANNE CONRAD, his wife R.D.#1, Box 18A, Roe Road Sudlersville, Maryland 21668	*	EQUITY NO. 6212

* * * * * *

CREDIT

Sale of Harry E. Conrad and Barbara Anne Conrad Property	$25,000.00
Interest on balance of purchase price	260.38
	$25,260.38

DEBITS

Charles W. Cecil, Clerk - Court costs	89.00	
Ernest S. Cookerly - reimbursement for filing papers	46.00	
Hogans Agency - bond	85.00	
Oscar Schulz, Treasurer - real estate taxes	8.68	
Nancy Lee Jewell - notary fees	7.00	
Queen Anne Record Observer - mortgage ad	126.00	
Auditor	45.00	
Ernest S. Cookerly - fee allowed in mortgage	50.00	
Queen Anne Record Observer - Order Nisi	36.75	
Norman Dixon - auctioneer	85.00	
Ernest S. Cookerly - reimbursement for mail	3.45	
Ernest S. Cookerly - commission on sale	1,400.00	
Ernest S. Cookerly - Attorney Assignee for Dennis R. Conner and William D. Perryman	21,273.82	
Harry E. Conrad and Barbara Anne Conrad	2,004.68	
		$25,260.38

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.

RECEIVED
CLERK, CIRCUIT COURT
1978 SEP 14 AM 10:01
QUEEN ANNE'S COUNTY

Ernest S. Cookerly, Attorney Assignee

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

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

I HEREBY CERTIFY, that on this 13th day of September, 1978, 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 account 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

NANCY LEE JEWELL NOTARY PUBLIC QUEEN ANNE'S CO. LD.

My commission expires:

July 1, 1982.

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MO. 21620
TELEPHONE 778-2112

ERNEST S. COOKERLY, ASSIGNEE Court Street Chestertown, MD 21620	*	IN THE CIRCUIT COURT
VS.	*	FOR
HARRY E. CONRAD and BARBARA ANNE CONRAD, his wife R.D. 1, Box 18 A Roe Road Sudlersville, MD 21668	*	QUEEN ANNE'S COUNTY
	*	EQUITY NO. 5212

* * * * * * * * * * * *

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, wherein it appears that the proceeds of sale are sufficient to pay the indebtedness; and there being a balance of $1,999.68 to be paid to the Mortgagors, Harry E. Conrad and Barbara Anne Conrad, his wife.

2. That in the within account of Ernest S. Cookerly, Assignee in the sale of land, charged with the proceeds of sale made by him, and he is allowed his commissions for sale of land, his fee for mortgage, the court cost paid in this cause, the premium on the bond, the costs of advertising said sald and Order Nisi, the fee of the auctioneer for crying said sale, the fee of your auditor, and the amount due on said mortgage indebtedness to be paid to Dennis R. Conner and William D. Perryman, there being a balance of $1,99.68 to be paid to the Mortgagors, Harry E. Conrad and Barbara Anne Conrad, his wife.

Respectfully submitted,

September 20, 1978

J. Thomas Clark

J. Thomas Clark, Auditor

RECEIVED
CLERK. CIRCUIT COURT
1978 SEP 20 AM 10: 58
QUEEN ANNE'S COUNTY

CAUSE NO. 6212

The proceeds of sale of land reported in this cause in account with Ernest S. Cookerly, Assignee in the sale of said land, and vendor of said land.

CR.

1978		
July 21	By proceeds of sale of land, per report of said vendor, to wit----------	$25,000.00
	Interest on balance of purchase price	260.38
		$25,260.38

DR.

To Ernest S. Cookerly, Assignee for		
1. counsel fee in mortgage	$ 50.00	
2. commission on said sale	1,400.00	$1,450.00
To do for an amount paid Charles W. Cecil, Clerk		135.00
To do for an amount due The Hogans Agency, Inc. for bond premium		85.00
To do for an amount due Queen Anne's Record-Observer for		
1. Advertising said Sale	126.00	
2. Order Nisi	36.75	162.75
To do for an amount paid Oscar Schulz, Treasurer for real estate taxes		8.68
To do for an amount due Nancy Lee Jewell for Notary Fees		7.00
To do for an amount due Norman Dixon, auctioneer per Order of Court dated August 3, 1978, for crying said sale		85.00
To do for an amount due Ernest S. Cookerly, Assignee, for mailing expenses		3.45
To do for an amount due J. Thomas Clark, Auditor for		
1. Stating this account	45.00	
2. notifying parties	5.00	50.00

September 20, 1978

J. Thomas Clark
Auditor

To do for an amount due Dennis R. Conner and William D. Perryman, in full payment of the mortgage indebtedness in this cause	$21,273.82	
To do for an amount due Harry E. Conrad and Barbara Anne Concrad, Mortgagors, for the balance remaining from said sale	1,999.68	
	$25,260.38	$25,260.38

September 20, 1978

J. Thomas Clark
Auditor

RECEIVED
CLERK, CIRCUIT COURT
1978 SEP 20 AM 10:58
QUEEN ANNE'S COUNTY

ERNEST S. COOKERLY, ASSIGNEE
Court Street
Chestertown, MD 21620

VS.

HARRY E. CONRAD and BARBARA ANNE CONRAD, his wife
R.D. 1, Box 18 A
Roe Road
Sudlersville, MD 21668

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

EQUITY NO. 6212

* * * * * * * * * * * * *

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on September 20, 1978, 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

Harry E. Conrad and
Barbara Anne Conrad
R. D. 1, Box 18 A
Roe Road
Sudlersville, MD 21668

Messrs. Dennis R. Conner and
William D. Perryman
14321 Seneca Road
Germantown, MD 20767

Pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify each of the, that said account was filed on September 20, 1978, with the Clerk of the Court, Centreville, Maryland, and the exceptions to said audit must be filed on or before October 5, 1978, and that if no exceptions are filed within such fifteen-day period, the account may thereupon be ratified on October 6, 1978.

J. Thomas Clark
Auditor

RECEIVED
CLERK, CIRCUIT COURT
1978 SEP 20 AM 10:58
QUEEN ANNE'S COUNTY

LIBER 10 PAGE 576

ERNEST S. COOKERLY, Assignee	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6212
HARRY E. CONRAD, et al.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 20th day of September, 19 78, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 6th day of October, 19 78, 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 F. Coil Clerk

Filed Sept. 20, 1978

ERNEST S. COOKERLY, ASSIGNEE

VS.

HARRY E. CONRAD, ET. UX.

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY
NO. 6212

* *

RECEIVED
CLERK, CIRCUIT COURT
1978 SEP 20 PM 1:03
QUEEN ANNE'S COUNTY

PETITION TO PAY SURPLUS

PROCEEDS OF MORTGAGE

FORECLOSURE SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of The Sudlersville Bank of Maryland, by Vachel A. Downes, Jr., its attorney, unto your Honors respectfully represents:

1. That the Complainant herein did institute and sell at foreclosure proceedings certain lands described in this cause.

2. That the foreclosure sale has been completed and final settlement made thereunder and the funds resulting from said public sale are in the hands of the Complainant for distribution under the direction of this Court.

3. That on February 10, 1977, in this Honorable Court, judgment in the sum of $11,209.90, plus costs and interest, was entered in Law No. 3924 in favor of The Sudlersville Bank of Maryland, against the Defendants, Harry Elwood Conrad and Barbara Anne Conrad, his wife, all as will more fully appear by reference to the proceedings in said Law No. 3924, which said indebtedness is still due and outstanding in the amount of $1,067.71 and attorney's commissions of $1,443.90, plus costs and interest.

4. That your Petitioner does believe that surplus funds will result from the foreclosure sale of the lands formerly of Conrad and wife sold in this cause over and above monies required to pay the mortgage debt, interest, cost, fees, commissions and expenses incident to said sale.

5. That your Petitioner does aver that it 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 it in full or partial satisfaction of the

judgment claim as provided by the rules of Court.

AND AS IN DUTY BOUND, ETC.

Vachel A. Downes, Jr.
Attorney for Petitioner

STATE OF MARYLAND

to wit:

COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, that on this 20 day of Sept., 1978, 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 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,

I further certify that on this 20 day of Sept., 1978, that a copy of the aforegoing Petition and Affidavit were served on Ernest S. Cookerly, at his law office in Chestertown, Maryland, and to J. Thomas Clark, Court Auditor, by mailing the same to him at his law office on Commerce Street, Centreville, Maryland.

Vachel A. Downes, Jr.

ESC/nlj/10/3/78/1&2/

ERNEST S. COOKERLY, ASSIGNEE Court Street Chestertown, Maryland 21620	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY, MARYLAND
HARRY E. CONRAD and BARBARA ANNE CONRAD, his wife R.D.# 1, Box 18A, Roe Road Sudlersville, Maryland 21668	*	EQUITY NO. 6212

* * * * *

RECEIVED
CLERK, CIRCUIT COURT
1978 OCT -4 AM 9:00
QUEEN ANNE'S COUNTY

MOTION FOR WRIT OF POSSESSION

Charles P. Vonville and Lillian C. Vonville, his wife, purchasers under a sale by a mortgagee under a power in a mortgage, by Ernest S. Cookerly, their Attorney, moves, pursuant to Maryland Rule 637, for a writ of possession to the Sheriff of Queen Anne's County, commanding him to deliver to movants possession of the property hereinafter described. The grounds of the motion are as follows:

1. On or about July 21, 1978, movants purchased from Ernest S. Cookerly, Attorney Assignee, of a mortgage from Harry E. Conrad and Barbara Anne Conrad, his wife, to Dennis R. Conner and William D. Perryman, dated June 27, 1975, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 94, Folio 715, which said mortgage was foreclosed in these proceedings, is all the right, title and interest and estate of the said Harry E. Conrad and Barbara Anne Conrad, his wife, in and to the lands and tenements, and improvements thereon, described as follows:

All that piece or parcel of land situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, and more particularly described in accordance with a survey made by J. R. McCrone, Jr. Inc., Registered Engineers and Land Surveyors, in June of 1975, as follows:

BEGINNING for the same at a point in the southernmost right-of-way line of Roe Road, a 50 foot wide right-of-way; said beginning point further being located, north 50 degrees 24 minutes 46 seconds west 801.92 feet from a concrete monument also in the southernmost right-of-way line of Roe Road at the intersection of the division line of the lands of Harry J. Nuttle (see C.W.C. 21/577) and other lands of Dennis R. Conner and William D. Perryman (see C.W.C. 86/304); thence, leaving said beginning point so fixed and running for four (4) new lines of division through the lands of said Conner and Perryman, the four following courses and distances, south 30 degrees 42 minutes 20 seconds west 437.50 feet to a point; thence, north 68 degrees 36 minutes 28 seconds west 42.92 feet to a point and still continuing on said same course 85.57 feet to a point; thence, north 01 degree 44 minutes 41 seconds west 169.17 feet to a point; thence, north 18 degrees 52 minutes 30 seconds east 272.23 feet to a point on the southernmost right-of-way line of Roe Road; thence, binding on the aforesaid right-of-way, south 71 degrees 07 minutes 29 seconds east 152.44 feet to a point of curvature; thence, binding

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

on the arc of a curve to the right 125.54 feet to the place of beginning, said curve having a radius of 984.39 feet and scribed by a chord of south 67 degrees 28 minutes 18 seconds east 125.46 feet. Containing in all 2.207 acres of land, more or less.

BEING the same property conveyed to Harry E. Conrad and Barbara Anne Conrad, his wife, by Dennis R. Conner and William D. Perryman, by deed dated June 27, 1975, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 94, Folio 711, etc.

2. On September 12, 1978, movants received from Ernest S. Cookerly, Attorney Assignee, a deed to said property.

3. That the time of said sale and thereafter, Harry E. Conrad and Barbara Anne Conrad, his wife, were in actual possession of the land and property so purchased by movants, claiming and holding soley by virtue of the right extinguished by the conveyance to movants, as purchasers from said mortgage foreclosure proceedings and despite demand by movants and after receipt of said deed, have failed and refused, and still fail and refuse to deliver possession to movants.

Charles P. Vonville
Charles P. Vonville

Lillian C. Vonville
Lillian C. Vonville

Ernest S. Cookerly
Attorney for Movants
P.O. Box 224
Chestertown, Maryland 21620
Telephone: 778-2112

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

I HEREBY CERTIFY, that on this 3rd day of October, 1978, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Charles P. Vonville and Lillian C. Vonville, his wife, and made oath in due form of law that the matters and facts set forth in the within motion are true and correct to the best of their knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Nancy Lee Goldsborough
Notary Public

My commission expires:
July 1, 1982.

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

ESC/nlj/10/3/78/1&2/

ERNEST S. COOKERLY, ASSIGNEE Court Street Chestertown, Maryland 21620	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY, MARYLAND
HARRY E. CONRAD and BARBARA ANNE CONRAD, his wife R.D.# 1, Box 18A, Roe Road Sudlersville, Maryland 21668	*	EQUITY NO. 6212

* * * * *

SHOW CAUSE ORDER

UPON the foregoing Motion and Affidavit, it is this 5th day of October, 1978,

ORDERED by the Court that Harry E. Conrad and Barbara Anne Conrad, his wife, show cause on or before the 31st day of October, 1978, why the relief prayed should not be granted; provided a copy of this Order and of the foregoing Motion be served upon said parties on or before the 14th day of October, 1978.

B. Hackett Turner Jr.
JUDGE

RECEIVED
CLERK. CIRCUIT COURT
1978 OCT -5 PM 3:56
QUEEN ANNE'S COUNTY

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

ESC/nlj/10/3/78/1&2/

LIBER 10 PAGE 582

ERNEST S. COOKERLY, ASSIGNEE Court Street Chestertown, Maryland 21620	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY, MARYLAND
HARRY E. CONRAD and BARBARA ANNE CONRAD, his wife R.D.# 1, Box 18A, Roe Road Sudlersville, Maryland 21668	*	EQUITY NO. 6212

* * * * *

MOTION FOR WRIT OF POSSESSION

Charles P. Vonville and Lillian C. Vonville, his wife, purchasers under a sale by a mortgagee under a power in a mortgage, by Ernest S. Cookerly, their Attorney, moves, pursuant to Maryland Rule 637, for a writ of possession to the Sheriff of Queen Anne's County, commanding him to deliver to movants possession of the property hereinafter described. The grounds of the motion are as follows:

1. On or about July 21, 1978, movants purchased from Ernest S. Cookerly, Attorney Assignee, of a mortgage from Harry E. Conrad and Barbara Anne Conrad, his wife, to Dennis R. Conner and William D. Perryman, dated June 27, 1975, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 94, Folio 715, which said mortgage was foreclosed in these proceedings, is all the right, title and interest and estate of the said Harry E. Conrad and Barbara Anne Conrad, his wife, in and to the lands and tenements, and improvements thereon, described as follows:

All that piece or parcel of land situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, and more particularly described in accordance with a survey made by J. R. McCrone, Jr. Inc., Registered Engineers and Land Surveyors, in June of 1975, as follows:

BEGINNING for the same at a point in the southernmost right-of-way line of Roe Road, a 50 foot wide right-of-way; said beginning point further being located, north 50 degrees 24 minutes 46 seconds west 801.92 feet from a concrete monument also in the southernmost right-of-way line of Roe Road at the intersection of the division line of the lands of Harry J. Nuttle (see C.W.C. 21/577) and other lands of Dennis R. Conner and William D. Perryman (see C.W.C. 86/304); thence, leaving said beginning point so fixed and running for four (4) new lines of division through the lands of said Conner and Perryman, the four following courses and distances, south 30 degrees 42 minutes 20 seconds west 437.50 feet to a point; thence, north 68 degrees 36 minutes 28 seconds west 42.92 feet to a point and still continuing on said same course 85.57 feet to a point; thence, north 01 degree 44 minutes 41 seconds west 169.17 feet to a point; thence, north 18 degrees 52 minutes 30 seconds east 272.23 feet to a point on the southernmost right-of-way line of Roe Road; thence, binding on the aforesaid right-of-way, south 71 degrees 07 minutes 29 seconds east 152.44 feet to a point of curvature; thence, binding

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

on the arc of a curve to the right 125.54 feet to the place of beginning, said curve having a radius of 984.39 feet and scribed by a chord of south 67 degrees 28 minutes 18 seconds east 125.46 feet. Containing in all 2.207 acres of land, more or less.

BEING the same property conveyed to Harry E. Conrad and Barbara Anne Conrad, his wife, by Dennis R. Conner and William D. Perryman, by deed dated June 27, 1975, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 94, Folio 711, etc.

2. On September 12, 1978, movants received from Ernest S. Cookerly, Attorney Assignee, a deed to said property.

3. That the time of said sale and thereafter, Harry E. Conrad and Barbara Anne Conrad, his wife, were in actual possession of the land and property so purchased by movants, claiming and holding soley by virtue of the right extinguished by the conveyance to movants, as purchasers from said mortgage foreclosure proceedings and despite demand by movants and after receipt of said deed, have failed and refused, and still fail and refuse to deliver possession to movants.

Charles P. Vonville
Charles P. Vonville

Ernest S. Cookerly
Attorney for Movants
P.O. Box 224
Chestertown, Maryland 21620
Telephone: 778-2112

Lillian C. Vonville
Lillian C. Vonville

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

I HEREBY CERTIFY, that on this 3rd day of October, 1978, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Charles P. Vonville and Lillian C. Vonville, his wife, and made oath in due form of law that the matters and facts set forth in the within motion are true and correct to the best of their knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Nancy Lee [illegible]
NOTARY PUBLIC

My commission expires:

July 1, 1982.

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

LIBER 10 PAGE 584

ERNEST S. COOKERLY, ASSIGNEE Court Street Chestertown, Maryland 21620	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY, MARYLAND
HARRY E. CONRAD and BARBARA ANNE CONRAD, his wife R.D.# 1, Box 18A, Roe Road Sudlersville, Maryland 21668	*	EQUITY NO. 6212

* * * * *

SHOW CAUSE ORDER

UPON the foregoing Motion and Affidavit, it is this 5th day of October, 1978,

ORDERED by the Court that Harry E. Conrad and Barbara Anne Conrad, his wife, show cause on or before the 31st day of October, 1978, why the relief prayed should not be granted; provided a copy of this Order and of the foregoing Motion be served upon said parties on or before the 14th day of October, 1978.

B. Hackett Turner Jr.
JUDGE

RECEIVED
CLERK, CIRCUIT COURT
1978 OCT -5 PM 3:56
QUEEN ANNE'S COUNTY

TRUE COPY, TEST:
CHARLES W. CECIL, CLERK
BY: Betty M Comegys
DEPUTY CLERK

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

Equity No. 6212

ERNEST S. COOKERLY, ASSIGNEE

VS.

HARRY E. CONRAD, ET AL.

MOTION FOR WRIT OF POSSESSION
AND SHOW CAUSE ORDER

To Be Served on:

Harry E. Conrad
R.D. #1, Box 18A, Roe Road
Sudlersville, MD 21668

on or before October 14, 1978

COPY TO BE RETURNED

Motion For Writ Of Possession and Order Of Court served on Harry E. Conrad and copy of each left with him this 9th day of October 1978.

RECEIVED
CLERK, CIRCUIT COURT
1978 OCT 10 PM 3:43
QUEEN ANNE'S COUNTY

George B. Sharp
Sheriff WBS

ERNEST S. COOKERLY, ASSIGNEE Court Street Chestertown, Maryland 21620	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY, MARYLAND
HARRY E. CONRAD and BARBARA ANNE CONRAD, his wife R.D.# 1, Box 18A, Roe Road Sudlersville, Maryland 21668	*	EQUITY NO. 6212

RECEIVED
CLERK, CIRC. COURT
1978 OCT -4 AM 9 00
QUEEN ANNE'S COUNTY

* * * * *

MOTION FOR WRIT OF POSSESSION

Charles P. Vonville and Lillian C. Vonville, his wife, purchasers under a sale by a mortgagee under a power in a mortgage, by Ernest S. Cookerly, their Attorney, moves, pursuant to Maryland Rule 637, for a writ of possession to the Sheriff of Queen Anne's County, commanding him to deliver to movants possession of the property hereinafter described. The grounds of the motion are as follows:

1. On or about July 21, 1978, movants purchased from Ernest S. Cookerly, Attorney Assignee, of a mortgage from Harry E. Conrad and Barbara Anne Conrad, his wife, to Dennis R. Conner and William D. Perryman, dated June 27, 1975, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 94, Folio 715, which said mortgage was foreclosed in these proceedings, is all the right, title and interest and estate of the said Harry E. Conrad and Barbara Anne Conrad, his wife, in and to the lands and tenements, and improvements thereon, described as follows:

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LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

on the arc of a curve to the right 125.54 feet to the place of beginning, said curve having a radius of 984.39 feet and scribed by a chord of south 67 degrees 28 minutes 18 seconds east 125.46 feet. Containing in all 2.207 acres of land, more or less.

BEING the same property conveyed to Harry E. Conrad and Barbara Anne Conrad, his wife, by Dennis R. Conner and William D. Perryman, by deed dated June 27, 1975, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 94, Folio 711, etc.

2. On September 12, 1978, movants received from Ernest S. Cookerly, Attorney Assignee, a deed to said property.

3. That the time of said sale and thereafter, Harry E. Conrad and Barbara Anne Conrad, his wife, were in actual possession of the land and property so purchased by movants, claiming and holding soley by virtue of the right extinguished by the conveyance to movants, as purchasers from said mortgage foreclosure proceedings and despite demand by movants and after receipt of said deed, have failed and refused, and still fail and refuse to deliver possession to movants.

Charles P. Vonville
Charles P. Vonville

Lillian C. Vonville
Lillian C. Vonville

Ernest S. Cookerly
Attorney for Movants
P.O. Box 224
Chestertown, Maryland 21620
Telephone: 778-2112

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

I HEREBY CERTIFY, that on this 3rd day of October, 1978, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Charles P. Vonville and Lillian C. Vonville, his wife, and made oath in due form of law that the matters and facts set forth in the within motion are true and correct to the best of their knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Nancy Lee Jewell
Notary Public

My commission expires:
July 1, 1982.

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

LIBER 10 PAGE 588

ERNEST S. COOKERLY, ASSIGNEE Court Street Chestertown, Maryland 21620	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY, MARYLAND
HARRY E. CONRAD and BARBARA ANNE CONRAD, his wife R.D.# 1, Box 18A, Roe Road Sudlersville, Maryland 21668	*	EQUITY NO. 6212

* * * * *

SHOW CAUSE ORDER

UPON the foregoing Motion and Affidavit, it is this 5th day of October, 1978,

ORDERED by the Court that Harry E. Conrad and Barbara Anne Conrad, his wife, show cause on or before the 31st day of October, 1978, why the relief prayed should not be granted; provided a copy of this Order and of the foregoing Motion be served upon said parties on or before the 14th day of October, 1978.

B. Hackett Turner Jr.
JUDGE

RECEIVED
CLERK, CIRCUIT COURT
1978 OCT -5 PM 3:56
QUEEN ANNE'S COUNTY

TRUE COPY, TEST:
CHARLES W. CECIL, CLERK
BY: Betty M. Comegys
DEPUTY CLERK

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

Equity No. 6212

ERNEST S. COOKERLY, ASSIGNEE

VS.

HARRY E. CONRAD, ET AL.

MOTION FOR WRIT OF POSSESSION AND SHOW CAUSE ORDER

To Be Served on:

Barbara Anne Conrad
R.D. #1, Box 18A, Roe Road
Sudlersville, MD 21668

on or before October 14, 1978

COPY TO BE RETURNED

Motion For Writ Of Possession and Order Of Court served on Barbara Anne Conrad and copy of each left with her this 9th day of October 1978.

RECEIVED
CLERK, CIRCUIT COURT
1978 OCT 10 PM 3:43
QUEEN ANNE'S COUNTY

George B. Sharp
Sheriff
WBS

LIBER 10 PAGE 590

ERNEST S. COOKERLY, Assignee

VS.

HARRY E. CONRAD, et.ux.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 6212

* * * * * * * *

ORDER

The Petition of The Sudlersville Bank of Maryland heretofore filed in this cause having been read and considered, and it appearing surplus funds over and above the costs of suit, commissions and payment of the mortgage, etc., will amount to $1,999.68, IT IS THEREUPON ORDERED this 11 day of October, 1978, that by the audit in this cause filed or to be filed, the sum of $1067.71 be distributed unto The Sudlersville Bank of Maryland and the further sum of $931.97 (being the balance of such surplus funds) be distributed unto Vachel A. Downes, Jr., toward the attorney's commissions due him as set forth in the Petition aforesaid.

FILED

OCT 11 1978

CIRCUIT COURT
QUEEN ANNE'S CO.

B. Hackett Turner Jr.
JUDGE

ERNEST S. COOKERLY, ASSIGNEE Court Street Chestertown, MD 21620	*	IN THE CIRCUIT COURT
VS.	*	FOR
HARRY E. CONRAD and BARBARA ANNE CONRAD, his wife R. D. 1, Box 18 A Sudlersville, MD 21668	*	QUEEN ANNE'S COUNTY
	*	EQUITY NO. 6212

* * * * * * * * * * * * * * *

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 Ernest S. Cookerly, Assignee, wherien it appears that the proceeds of sale are sufficient to pay the indebtedness; and there being an amount of $1,067.71----to be paid to The Sudlersville Bank of Maryland per order of court, and the balance to be paid to Vachel A. Downes, Jr., per order of court.

2. That in the within account of Ernest S. Cookerly, Assignee in the sale of land, charged with the proceeds of sale made by him, and he is allowed his commissions for sale of land, his fee for mortgage, the cour costs paid in this cause, and the court costs due in this cause; the premium on the bond, the costs of advertising said sale and Order Nisi; the fee of the auctioneer for crying said sale, the fee of your auditor, and the amount due on said mortgage indebtedness to be paid to Dennis R. Conner and William D. Perryman, there being an amount of $1,067.71 to be paid to The Sudlersville Bank of Maryland per Order of Court, and the balance to be paid to Vachel A. Downes, Jr., per order of court.

Respectfully submitted,

December 7, 1978

J. Thomas Clark, Auditor

RECEIVED
CLERK, CIRCUIT COURT
1978 DEC -7 PM 2:28
QUEEN ANNE'S COUNTY

CAUSE NO. 6212

The proceeds of sale of land reported in this cause in account with Ernest S. Cookerly, Assignee in the sale of said land, and vendor of said land. This is an amended report due to the Order of Court to pay surplus of proceeds of sale to The Sudlersville Bank of Maryland.

CR.

1978		
July 21	By proceeds of sale of land, per report of said vendor, to wit----------	$25,000.00
	Interest on balanceof purchase price-----	260.38
		$25,260.38

DR.

To Ernest S. Cookerly; Assignee for		
1. Counsel fee in mortgage	$ 50.00	
2. commission on said sale	1,400.00	$1,450.00
To do for an amount paid Charles W. Cecil, Clerk		135.00
To do for an amount due Clerk of Court		20.00
To do for an amount due The Hogans Agency, Inc. for Bond premium		85.00
To do for an amount due Queen Anne's Record-Observer for		
1. Advertising said Sale	126.00	
2. Order Nisi	36.75	162.75
To do for an amount paid Oscar Schulz, Treasurer for real estate taxes		8.68
To do for an amount due Nancy Lee Jewell for Notary Fees		7.00
To do for an amount due Norman Dixon, auctioneer per Order of Court dated August 3, 1978, for crying said sale		85.00
To do for an amount due Ernest S. Cookerly, Assignee, for mailing expenses		3.45
To do for an amount due J. Thomas Clark, Auditor for		
1. Stating original account	45.00	
2. notifying parties	5.00	
3. Stating amended account	35.00	85.00

December 7, 1978

J. Thomas Clark

J. Thomas Clark, Auditor

To do for an amount due Dennis R. Conner and William D. Perryman in Fully payment of mortgage indebtedness in this cause	$21,273.82	
To do for an amount due The Sudlersville Bank of Maryland per Order of Court dated October 11, 1978.	1,067.71	
To do for an amount due Vachel A. Downes, Jr., toward the attorney's commissions due him per Order of Court dated Octber 11, 1978	876.97	
	$25,260.38	$25,260.38

December 7, 1978

J. Thomas Clark, Auditor

ERNEST S. COOKERLY, ASSIGNEE
Court Street
Chestertown, MD 21620

VS.

HARRY E. CONRAD and BARBARA ANN CONRAD, his wife
R.D. 1, Box 18 A
Roe Road Sudlersville, MD 21668

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

EQUITY NO. 6212

* * * * * * * * * * * * *

CERTICIATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on December 7, 1978, the date the amended audit in the above-entitled casue 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

Harry E. Conrad and
Barbara Anne Conrad
R. D. 1, Box 18 A
Roe Road
Sudlersville, MD 21668

Messrs. Dennis R. Conner and
William D. Perry man
14321 Seneca Road
Germantown, MD 20767

The Sudlersville Bank
of Maryland
Sudlersville, MD 21668

Vachel A. Downes, Jr., Esq.
Lawyers Row
Centreville, MD 21617

Pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify each of them, that said amended account was filed on December 7, 1978, with the Clerk of the Court, Centreville, Maryland, and the exceptions to said amended audit must be filed on or before December 22, 1978, and that if no exceptions are filed within such fifteen-day period, the account may thereupon be ratified on December 26, 1978.

December 7, 1978

J. Thomas Clark, Auditor

RECEIVED
CLERK. CIRCUIT COURT
1978 DEC -7 PM 2:28
QUEEN ANNE'S COUNTY

ERNEST S. COOKERLY, Assignee	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6212
HARRY E. CONRAD, et al.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 7th **day of** December, 19 78,
Amended
that the/ report and account filed in these proceedings by _____
J. Thomas Clark, **Auditor, be ratified on or after the**
26th **day of** December, 19 78, **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.**

Marguerite H. Hankins **Clerk**

Filed December 7, 1978

LIBER 10 PAGE 596

ERNEST S. COOKERLY, ASSIGNEE	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6212
	*	
HARRY E. CONRAD, et al.	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 26th day of December, 19 78, by the Court that the account of the Auditor is finally ratified and confirmed, and Ernest S. Cookerly, Assignee/~~Trustee~~, is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Marguerite H. Mankin Clerk

Filed December 26, 1978

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Attorney named in mortgage	*	In the Circuit Court for Queen Anne's County
vs.	*	In Equity
THE JEB CONSTRUCTION CORPORATION 1908 Blueridge Road Edgewater, Md. 21037	*	
EDWARD E. BEELER and ANNE E. BEELER 373 Chesapeake Avenue - Kentmorr Stevensville, Md. 21666 Mortgagors	*	Chancery No. 6164

ORDER TO DOCKET SUIT

APR 20-78 * 23380 *****47.00
APR 20-78 A 523380 *****47.00

Mr. Charles W. Cecil, Clerk:

You will please docket suit as per the above titling for foreclosure of the mortgage from The JEB Construction Corporation and Edward E. Beeler and Anne E. Beeler, his wife, to The Centreville National Bank of Maryland, dated April 28, 1977, and recorded among the land records of Queen Anne's County, Maryland, in Liber C.W.C. No. 119, folio 9, in which the undersigned attorney is designated by name to exercise the power of sale; default having occurred in the terms thereof by reason of the 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.

RECEIVED
CLERK. CIRCUIT COURT
1978 APR 20 PM 3:50
QUEEN ANNE'S COUNTY

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 20th day of April, 1978 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared David C. Bryan, Attorney named in mortgage, and made oath in due form of law that The JEB Construction Corporation and Edward E. Beeler and Anne E. Beeler, 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.

BEVERLY M. RINGGOLD NOTARY PUBLIC QUEEN ANNE'S CO., MD.

Beverly M. Ringgold
Notary Public
My Commission Expires: July 1, 1978

DOCUMENT NO. 88214- LIBER 10 PAGE 598

This Mortgage, made this 28 day of APRIL, 19 77, by and between

THE JEB CONSTRUCTION CORPORATION and EDWARD E. BEELER and ANNE E. BEELER, his wife, hereinafter called "Mortgagors"; and THE CENTREVILLE NATIONAL BANK OF MARYLAND, a body corporate, hereinafter called "Mortgagee";

WHEREAS, the Mortgagors are jointly and severally indebted unto the Mortgagee in the full and just sum of FORTY THOUSAND DOLLARS ($40,000.00), for money this day lent and advanced to the Mortgagors, as represented by a promissory note for the said sum of FORTY THOUSAND DOLLARS ($40,000.00), bearing even date herewith and payable at the banking house of said body corporate in Stevensville, Queen Anne's County, Maryland, with interest thereon from the date hereof at the rate of ten per centum (10%) per annum per the terms of said note; and

WHEREAS, it was a condition precedent to the making of the aforesaid loan of FORTY THOUSAND DOLLARS ($40,000.00), represented by the aforesaid promissory note, that the same should be secured by the execution and delivery of this Mortgage.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: that in consideration of the premised and the sum of One Dollar ($1.00), the receipt of which is hereby acknowledged, the said Mortgagors, do hereby grant and convey unto The Centreville National Bank of Maryland, a body corporate, its successors and assigns, in fee simple, all of the following described real estate, to wit:

ALL 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 Lot Nos. 17-18-19 and 20, Block F, of Kentmorr Air Park, as the same is laid out, shown and designated on a plat entitled, "A Composite Map of Kentmorr Air Park," dated July, 1954, by Walter E. Woodford, Jr., and Wirt D. Bartlett, registered surveyors, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No 17 folio 225, which said plat was intended to correct various errors in an earlier plat of said development by J.B. Metcalfe, registered surveyor, dated May, 1947, and recorded among the Land Records aforesaid in Liber A.S.G., Jr. No. 17 folio 337, as set out in the Surveyor's Certificate and Comparison of Plats on the plat entitled, "A Composite Map of Kentmorr Air Park," afcresaid, it being the intention and purpose of this deed to convey the said lots as the same may be described and located on the "Composite Map", as aforesaid.

BEING part of the same lands conveyed by Kentmorr Marina, Inc., unto said Mortgagors, by deed dated the 28 day of APRIL, 1977, recorded or intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto.

SUBJECT, to the Waiver of Restrictions and use of roadways pertaining to a tract of 47.6953 acres of land in Kentmorr Air Park, shown on a plat entitled, "Abandonment Plat, Part of Kentmorr Air Park, on Kent Island, Fourth Election District, Queen Anne's County, Maryland", by Hanson and Associates, registered surveyors, dated May, 1964, which said plat and agreement have been recorded among the Land Records of Queen Anne's County prior hereto.

Should the title or equity of redemption in the mortgage property be acquired in whole or in part by voluntary or involuntary deed, grant or assignment by any person (s), firm or corporation or should the Mortgagors be declared insolvent or bankrupt, then this mortgage shall be in default, and the balance of the mortgage debt then due or to become due shall, at the election of the Mortgagee, be immediately due and payable unless such deed, grant or assignment shall first be consented to in writing by the Mortgagee. The Mortgagors shall not, without the prior written consent of the Mortgagee, further encumber this property by a mortgage or deed of trust.

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 thereunto belonging or in any wise appertaining, including all heating, air conditioning, lighting and plumbing fixtures, equipment, furniture and other fixtures now or hereinafter attached to or used in connection with the premises herein described, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the same unto and to the proper use and benefit of the Mortgagee, its successors and assigns, in fee simple, forever.

PROVIDED, that if the Mortgagors shall well and truly pay, or cause to be paid, said principal sum and all interest thereon, and all other sums payable by the Mortgagors in accordance with the terms of this mortgage and the note secured hereby, each at the times and in the manner as herein set forth, and shall otherwise perform all the terms, covenants and conditions of this mortgage and the note secured hereby, including the payment of any late charges, then this mortgage shall be void; otherwise, it is to remain in full force and effect.

THE MORTGAGORS JOINTLY AND SEVERALLY HEREBY COVENANT:

a. That they warrant specially the property hereby conveyed; that they are seized thereof in fee simple and have a right to convey the same; that they have done no act to encumber the same; that they will execute such further assurances thereof as may be requisite.

b. That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the Mortgagors by voluntary or involuntary grant or assignment or in any other manner without the Mortgagee's written consent, or should they default on any note, bond, mortgage or deed of trust secured by or securing a prior lien upon the herein mortgaged property; or should the same be further encumbered by the Mortgagors, their or its successors, heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum at the option of the Mortgagee shall immediately become due and owing as herein provided.

c. That they will pay or cause to be paid when due the principal sum of the debt hereby secured, and any renewals or extensions thereof, together with all interest, thereon, and all other sums payable by them in accordance with the terms of this mortgage and note secured hereby, or any renewals or extensions, and that they hereby expressly waive the benefit of all exemptions, homestead or otherwise, under the laws of this or any other State, and agree to pay the debt without any offset whatsoever.

d. That they will pay when due all taxes, liens, judgments or assessments heretofore or hereafter levied, assessed or constituting liens upon the property hereby conveyed, or any part thereof.

e. That they will keep all improvements now or hereinafter located on the premises in good repair; that they will maintain and work the premises hereby conveyed in a good and husbandlike manner; that they will commit no waste; that they will not cut or remove or permit to be cut or removed any wood or timber from said premises without the written consent of the Mortgagee, and that they will make all proper renewals, replacements, and additions to the property, and not tear down the improvements or materially change them or permit them to be torn down or materially changed without the prior written consent of the Mortgagee.

f. That they will insure and keep insured buildings and improvements now or which may hereafter be placed on the said premises against loss or damage by fire, lightning, windstorm and tornado in companies and amounts satisfactory to the Mortgagee, any policy evidencing such insurance to be deposited with and loss thereunder to be payable to the Mortgagee as its interest may appear. At the option of the Mortgagors, and subject to the consent of the Mortgagee, sums so received by the Mortgagee may be used to pay for reconstruction of the destroyed improvements or, if not so applied, at the option of the Mortgagee, may be applied in payment of any indebtedness, matured or unmatured, secured by this mortgage.

g. If the Mortgagee shall incur any expense or expend any sums, including reasonable attorney's fees, whether in connection with any action or proceeding or not, to sustain the lien of this mortgage or its priority, or to protect or enforce any of its rights hereunder, or to recover any indebtedness hereby secured, or for any title examination or title insurance policy relating to the title to the property, all such sums shall on notice and demand be paid by the Mortgagors, together with interest thereon at the current rate hereunder and shall be a lien on the premises secured by this mortgage.

h. That in the event the Mortgagors fail to pay when due any taxes, liens, judgments or assessments lawfully assessed or constituting liens against the property hereby conveyed, or fail to maintain insurance as hereinbefore provided, the Mortgagee may make such payment or provide such insurance and the amount paid therefor shall become a part of the indebtedness secured hereby and bear interest from the date of payment at the current rate hereunder until paid, and be secured by the lien of this mortgage.

THE PARTIES HERETO FURTHER COVENANT AND AGREE:

1. Upon any default in any of the covenants of this mortgage, the Mortgagors in accordance with Subtitle W of the Maryland Rules of Procedure, or any other general or local rules, regulations or laws of the State of Maryland relating to mortgages, including any amendments thereof or supplements or additions thereto which do not materially change or impair the remedy, do hereby (a) declare their assent of the passage of a decree for the sale of the property; and (b) authorize the Mortgagee, its successors or assigns, or David C. Bryan, its attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Any such sale, whether under the assent to a decree or power of sale, may be made by the person or persons authorized to sell either as an entirety or in such separate parcels and on such terms and at such places and in such manner as they may deem advisable.

2. Upon any sale of the property under this mortgage, whether under the assent to a decree, the power of sale, or by equitable foreclosure, the proceeds of such sale shall be applied as follows: First, to the payment of all expenses incident to the sale including a counsel fee of Two Hundred Fifty Dollars ($250.00) for conducting the proceedings if without contest, but if legal services be rendered to the trustee appointed by such decree or to the Mortgagee or to the party selling under the 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 a commission to the party making the sale equal to the commissions allowed trustees for making sales of property under decrees of the equity court having jurisdiction, and also any liens prior to the lien of this mortgage unless the sale is made subject to such prior liens; Second, to the payment of all claims of the Mortgagee hereunder, whether they have matured or not, with interest thereon until final ratification of the auditor's report; Third, the balance, if any, to the Mortgagors or to any person or persons entitled thereto, upon the surrender of the property to the purchaser, less any expenses incurred in obtaining possession.

3. Immediately upon the first insertion of the advertisement or notice of sale, there shall be and become due and owing by the Mortgagors, and each of them, to the party inserting the advertisement or notice all expenses incident to such advertisement or notice, all court costs, attorney's fees and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, then due, equal to one-half (1/2) the percentage allowed as commission on such sum to trustees making sales under orders or decrees of the equity court having jurisdiction, and such party shall not be required to receive the principal and interest only of the mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of such expenses, costs, attorney's fees and commissions.

4. That in the event of a sale of the mortgaged property under the provisions hereof, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as a part thereof.

5. The Mortgagee may at any time renew this mortgage, extend the time for payment of the debt or any part thereof or interest thereon and waive any of the covenants or conditions of this mortgage in whole or in part, either at the request of any one or more of the Mortgagors or of any person having an interest in the property, take or release other security, or any part of this property, or such other security, grant extensions, renewals or indulgences therein, or apply to the payment of principal and interest on the mortgage debt any part or all of the proceeds obtained by sale, foreclosure or receivership as herein provided, without resort or regard to other security, all without in any way releasing the Mortgagors or any of them, from any of the covenants or conditions of this mortgage, or releasing the unreleased part of the property herein described from the lien of this mortgage for the amount of the mortgage debt, and may release any party primarily or secondarily liable on the mortgage debt without releasing any other party liable thereon and without releasing the property subject thereto.

6. Until default is made in any covenant or condition of this mortgage, the Mortgagors shall have possession of the property. Upon default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled without notice to the Mortgagors, or any of them, to the immediate possession of the property and to the appointment of a receiver of the property to operate the same, without regard to the adequacy thereof as security for the mortgage debt, and the Mortgagors shall pay all costs in connection therewith, and upon any default, whether or not a receiver be appointed, the rents and profits of the property are hereby assigned to the Mortgagee as additional security.

7. The rights, powers, privileges and discretions specifically granted to the Mortgagee under this mortgage are not in limitation of, but in addition to those to which the Mortgagee is entitled under any general or local laws relating to mortgages in the State of Maryland, now or hereafter existing.

8. Before full payment of the mortgage debt, the Mortgagee, in its discretion, may make advances to the Mortgagors to the extent permitted by law and such sums shall be secured by this mortgage.

9. The rights, powers and privileges and discretions to which the Mortgagee may be entitled shall inure to the benefit of it and its successors and assigns; are cumulative and not alternative; may be enforced successively or concurrently; and failure to exercise any of them shall not be deemed a waiver thereof and no waiver of any one shall be deemed to apply to any other, nor shall it be effective unless in writing and signed by the Mortgagee.

10. And Edward E. Beeler and Anne E. Beeler do join herein co-maker and co-signers hereof for the purpose of guaranteeing repayment of the indebtedness secured hereby.

11. The covenants, agreements, conditions and limitations of or imposed upon the Mortgagors, shall be binding upon their respective heirs, personal representatives, successors and assigns.

12. Whenever used herein, the signular shall include the plural, the plural the signular and the use of any gender shall be applicable to all genders.

WITNESS the hand of EDWARD E BEELER JR, — President of The Jeb Construction Corporation, and its corporate seal hereto affixed.

WITNESS the signature and seals of the Guarantors.

TEST:

Rachel L Dawes Jr

THE JEB CONSTRUCTION CORPORATION

BY: — President

EDWARD E BEELER, INC.

(Place corporate seal here)

WITNESS:

Rachel L Dawes Jr

Rachel L Dawes Jr

Edward E. Beeler (SEAL)

Anne E. Beeler (SEAL)

STATE OF MARYLAND

to wit:

COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, that on this 28 day of APRIL, 1977, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared EDWARD E BEELER, who did acknowledge himself to be the — President of The Jeb Construction Corporation, a body corporate of the State of Maryland, and that he, as such — President, being authorized so to do did execute the aforegoing instrument for the purposes therein contained, and at the same time did also personally appeared Edward E. Beeler and Anne E. Beeler, his wife, Guarantors as aforesaid, known to me (or staisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained; and at the same time appeared Thurman Jefferson, Branch Manager of the Mortgagee, and made oath in due form of law that the consideration of said

mortgage is true and bona fide as therein set forth; that the loan sum secured hereby has been paid over and disbursed by the party secured hereby unto the within named Mortgagors or the person responsible for the 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 he further made oath that he is the Agent of the party secured by the aforegoing Mortgage and as such is duly authorized to make this Affidavit.

AS WITNESS my hand and Notarial Seal.

Rachel A Daines Jr
NOTARY PUBLIC

My Commission Expires: 7-1-1979

RECEIVED FOR RECORD
& RECORDED IN LIBER Circ
JO. 119 FOLIO 9
1977 APR 28 PM 3:41
Land RECORD FOR
QUEEN ANNE'S CO., MD.
CHARLES W. CECIL, CLERK

APR 28-77 * 2 220 *****88.20
APR 28-77 A 2 220 *****79.20
APR 28-77 A 2 219 *****19.00

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Attorney named in mortgage vs. THE JEB CONSTRUCTION CORPORATION and EDWARD E. BEELER and ANNE E. BEELER Mortgagor	*	In the Circuit Court for Queen Anne's County In Equity Chancery No. 6164

STATEMENT OF MORTGAGE INDEBTEDNESS

Balance due on principal of note dated April 28, 1977, in the gross amount of $40,000.00, by the Mortgagors to The Centreville National Bank of Maryland	$40,000.00
With earned interest through April 19, 1978	3,311.08
Late charges	100.82
Total	$43,411.90

Per diem interest rate: $10.96

STATE OF MARYLAND)
) To Wit:
QUEEN ANNE'S COUNTY)

This is to certify that on this 20th day of April, 1978, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared David C. Bryan, Attorney named in mortgage, and made oath in due form of law that the aforegoing statement of mortgage indebtedness due by The JEB Construction Corporation and Edward E. Beeler and Anne E. Beeler, his wife, under the above described mortgage note is true to the best of his knowledge and belief, and there is no credit due thereon, except as shown, nor any security therefor except the said mortgage.

BEVERLY M. RINGGOLD NOTARY PUBLIC QUEEN ANNE'S CO. MD.

Beverly M. Ringgold
Notary Public
My Commission Expires: July 1, 1978

FILED
APR 20 1978
CIRCUIT COURT
QUEEN ANNE'S CO.

CH. 6164

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 Forty-five Thousand Dollars ($45,000.00), 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 20th day of April, 1978;

WHEREAS, the above bounded principal, by virtue of the power contained in the mortgage from The JEB Construction Corporation and Edward E. Beeler and Anne E. Beeler, his wife, to The Centreville National Bank of Maryland dated April 28, 1977, and recorded among the land records of Queen Anne's County, in the State of Maryland, in Liber C.W.C. No. 119, folio 9, in which the undersigned principal is designated by name to exercise the power of sale, and he is about to sell the land and premises in said mortgage, default having been made in the payment of the money as specified and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounded David C. Bryan, Attorney named in mortgage, 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

Beverly M. Ringgold

David C. Bryan (SEAL)
David C. Bryan, Attorney named in mortgage

HARTFORD ACCIDENT AND INDEMNITY COMPANY

By: W.M. Freestate
Attorney in fact

ATTEST:

Francis G. Edwards

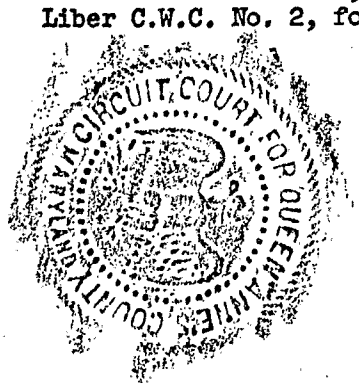
SURETY APPROVED AND BOND FILED ON April 20, 1978

LIBER 2 PAGE 206

LIBER 10 PAGE 605

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 206, a Bond Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 20th day of April, Nineteen Hundred and Seventy-eight.

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

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Attorney named in mortgage	*	In the Circuit Court for Queen Anne's County
vs.	*	
THE JEB CONSTRUCTION CORPORATION and EDWARD E. BEELER and ANNE E. BEELER Mortgagors	*	In Equity Chancery No. 6164

AFFIDAVIT

I HEREBY CERTIFY, that on this 3rd day of May, 1978, 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 notice of the time, place and terms of sale in this cause was duly sent by registered mail to The JEB Construction Corporation, at its last known address, and to Edward E. Beeler and Anne E. Beeler, at their last known address, 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 7-1-78

RECEIVED
CLERK, CIRCUIT COURT
1978 MAY -4 PM 2:22
QUEEN ANNE'S COUNTY

LIBER 10 PAGE 608

May 3, 1978

The JEB Construction Corporation
1908 Blueridge Road
Edgewater, MD 21037

Re: Chancery 6164
Lots 17, 18, 19 and 20
Block F
Kentmorr Air Park

Gentlemen:

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 the Centreville National Bank, plus the costs and commissions as prescribed by law.

I am sure that during construction and since the sale has been advertised, you have been approached by persons interested in the property. I hope that you will encourage them to inspect the property and come to the sale prepared to bid. The more solid interest there is, the less chance we have of a deficiency.

Very truly yours,

David C. Bryan

DCB/bmr
Enclosures

REGISTERED MAIL
RETURN RECEIPT REQUESTED

PS Form 3811, Nov. 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 .....25¢
- ☐ Show to whom, date, & address of delivery .....45¢
- ☐ RESTRICTED DELIVERY. Show to whom and date delivered .....85¢
- ☐ RESTRICTED DELIVERY. Show to whom, date, and address of delivery . . $1.05

(Fees shown are in addition to postage charges and other fees).

2. ARTICLE ADDRESSED TO:
The JEB Const. Corp.
1908 Blueridge Rd
Edgewater Md 21037

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
515		

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☑ Authorized agent

4. DATE OF DELIVERY — POSTMARK: MAY 6 1978

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: — CLERK'S INITIALS

☆ GOP: 1976—O-203-455

May 3, 1978

Edward E. Beeler and
Anne E. Beeler
373 Chesapeake Avenue - Kentmorr
Stevensville, MD 21666

Re: Chancery 6164
Lots 17, 18, 19 & 20
Block F
Kentmorr Air Park

Dear Mr. and Mrs. Beeler:

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 the Centreville National Bank, plus the costs and commissions as prescribed by law.

I am sure that during construction and since the sale has been advertised, you have been approached by persons interested in the property. I hope that you will encourage them to inspect the property and come to the sale prepared to bid. The more solid interest there is, the less chance we have of a deficiency.

Very truly yours,

David C. Bryan

DCB/bmr
Enclosures

REGISTERED MAIL
RETURN RECEIPT REQUESTED

PS Form 3811, Nov. 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 .....25¢
- ☐ Show to whom, date, & address of delivery .....45¢
- ☐ RESTRICTED DELIVERY. Show to whom and date delivered .....85¢
- ☐ RESTRICTED DELIVERY. Show to whom, date, and address of delivery ..$1.05

(Fees shown are in addition to postage charges and other fees).

2. ARTICLE ADDRESSED TO:
Edward E. Beeler and
Anne E. Beeler
373 Chesapeake Ave. Kentmorr
Stevensville, Md 21666

STEVENSVILLE MD MAY 3 PM 1978

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
518		

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
Anne Beeler

4. DATE OF DELIVERY 5-4-78 POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

GPO: 1976—O-203-456

[LIBER 10 PAGE 610 [

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Attorney named in mortgage	*	In the Circuit Court for Queen Anne's County
vs.	*	In Equity
THE JEB CONSTRUCTION CORPORATION and EDWARD E. BEELER and ANNE E. BEELER Mortgagors	*	Chancery No. 6164

RECEIVED
CLERK. CIRCUIT COURT
1978 JUN -1 PM 3:55
QUEEN ANNE'S COUNTY

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of David C. Bryan, Attorney named in Mortgage from The JEB Construction Corporation and Edward E. Beeler and Anne E. Beeler, his wife, to The Centreville National Bank of Maryland, dated April 28, 1977, and recorded among the land records of Queen Anne's County, State of Maryland, in Liber C.W.C. No. 119, folio 9, in which the undersigned attorney is designated by name to exercise the power of sale after any default in the terms of said mortgage, respectfully shows:

That default having occurred in the terms thereof by reason of the 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, 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 Forty-five Thousand Dollars ($45,000.00) 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 Journal, 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, on the premises at Kentmorr Air Park, Fourth Election District, Queen Anne's County, Maryland, at the hour of 10:30 A.M., Eastern Time on May 15, 1978, and after having the auctioneer cry the sale for a considerable length of time, and after reading the advertisement of sale, and announcing that the lot numbers given in the advertisement of sale should be Lot Nos. 17-18-19 and 20, instead of 17-19-19-20, did sell all that lot, parcel or tract of land, together with the improvements thereon, situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, and more particularly described in the above mentioned mortgage, and Advertisement of Sale unto The Centreville National Bank of Maryland, it being then and there the highest bidder therefore,

at and for the sum of Thirty Thousand Dollars ($30,000.00).

The purchaser is the mortgagee and the undersigned 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 Thirty Thousand Dollars ($30,000.00).

Respectfully submitted,

David C. Bryan
Attorney named in mortgage

STATE OF MARYLAND)
) To Wit:
QUEEN ANNE'S COUNTY)

I HEREBY CERTIFY, that on this 1st day of June, 1978, before me, the subscriber, personally appeared David C. Bryan, Attorney named in mortgage in the aforementioned proceedings, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true to the best of his knowledge, information 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 April 20, 1978, 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

[LIBER 10 PAGE 612]

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Attorney named in mortgage	*	In the Circuit Court for Queen Anne's County
vs.	*	In Equity
THE JEB CONSTRUCTION CORPORATION and EDWARD E. BEELER and ANNE E. BEELER Mortgagors	*	Chancery No. 6164

AFFIDAVIT OF PURCHASER

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

I HEREBY CERTIFY, that on this 15th day of May, 1978, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared J.O. Pippin, Jr., President of The Centreville National Bank of Maryland,

purchaser at the foreclosure sale of this cause and being duly authorized so to do, made oath in due form of law that 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

The Centreville National Bank of Maryland,

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.

QUEEN ANNE'S CO., Md. BEVERLY M. RINGGOLD NOTARY PUBLIC

Beverly M. Ringgold
Notary Public
My Commission Expires: July 1, 1978

RECEIVED
CLERK, CIRCUIT COURT
1978 JUN -1 PM 4:00
QUEEN ANNE'S COUNTY

CERTIFICATE OF AUCTIONEER

I HEREBY CERTIFY, that I did sell at public auction:

Lots 17, 18, 19 and 20, Block F, of Kentmorr Air Park, Fourth Election District, Queen Anne's County, Maryland.

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

On the premises at Kentmorr Air Park, Fourth Election District, Queen Anne's County, Maryland, on May 15, 1978, beginning at the hour of 10:30 A.M., Eastern Time, unto The Centreville National Bank of Maryland, at and for the sum of Thirty Thousand Dollars ($30,000.00).

Joseph A. Jackson, Jr.
Auctioneer

RECEIVED
CLERK, CIRCUIT COURT
1978 JUN -1 PM 4:00
QUEEN ANNE'S COUNTY

Centreville, Md. June 1, 19 78

We Hereby Certify

That the annexed advertisement of

Attorney's Sale

was published in the QUEEN ANNE'S JOURNAL, a newspaper published in Queen Anne's county Maryland, once in each of three successive weeks before the ____ day of ____ 19____. And that the first insertion of said advertisement in the said QUEEN ANNE'S JOURNAL was on the 26th day of April, 19 78, and the last insertion on the 10th day of May, 19 78

Dan Tabler

Publishers, Queen Anne's Journal

Per Shirley K. Gardner

RECEIVED
CLERK. CIRCUIT COURT
1978 JUN -1 PM 4:00
QUEEN ANNE'S COUNTY

ATTORNEY'S SALE
OF
VALUABLE FEE SIMPLE REAL ESTATE
RESIDENCE IN KENTMORR ON KENT ISLAND

Under and by virtue of the power of sale contained in a mortgage from JEB Construction Corporation, Edward E. Beeler and Anne E. Beeler, his wife, to The Centreville National Bank of Maryland dated April 28, 1977, and recorded among the land records of Queen Anne's County, State of Maryland, in Liber C.W.C. No. 119, folio 9; in which mortgage David C. Bryan is named as attorney authorized to sell the premises in the event of default therein, and default having occurred in the terms of said mortgage, that undersigned attorney will offer at public auction on the premises, Bannett Avenue, Kentmorr Air Park, Kent Island, Queen Anne's County, Maryland, at the hour of 10:30 A.M., Eastern Time, on

MONDAY, MAY 15, 1978

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, and being known and designated as Lot Nos. 17-19-19 and 20, Block F, of Kentmorr Air Park, as the same is laid out, shown and designated on a plat entitled, "A Composite Map of Kentmorr Air Park," dated July, 1954, by Walter E. Woodford, Jr., and Wirt D. Bartlett, registered surveyors, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 17, folio 225, which said plat was intended to correct various errors in an earlier plat of said development by J.B. Metcalfe, registered surveyor, dated May, 1947, and recorded among the land records aforesaid in Liber A.S.G. Jr., No. 17, folio 337, as set out in the Surveyor's Certificate and Comparison of Plats on the plat entitled, "A Composite Map of Kentmorr Air Park," aforesaid, it being the intention and purpose of this deed to convey the said lots as the same may be described and located on the "Composite Map", as aforesaid.

BEING a part of the lands granted and conveyed unto the said JEB Construction Corporation by deed dated April 28, 1977, from Kentmorr Marina, Inc., and recorded among the land records of said Queen Anne's County in Liber C.W.C. No. 119, folio 7.

SUBJECT, to the Waiver of Restrictions and use of roadways pertaining to a tract of 47.6953 acres of land in Kentmorr Air Park, shown on a plat entitled, "Abandonment Plat, Part of Kentmorr Air Park, on Kent Island, Fourth Election District, Queen Anne's County, Maryland", by Hanson and Associates, registered surveyors, dated May, 1964, which said plat and agreement have been recorded among the land records of Queen Anne's County prior hereto.

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: Attractive, partially completed 1 story rancher. Brick and vinyl siding, 3 bedrooms, kitchen, dining area, living room, 2 baths, enclosed garage, 2 decks. Energy package construction. Paved driveway.

This house, on a 20,000 square foot site with a view of Chesapeake Bay, is the rare opportunity for persons who want to save. Location: 5 miles south of the Bay Bridge.

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 ten per cent (10%) 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 papers, documentary stamps, transfer tax, notary fees and house location survey to be paid by the purchaser(s).

INSPECTION: The property may be inspected by contacting the undersigned attorney.

At the time and place of sale, the purchaser(s) will be required to make affidavit as required by Rule 8R6b3 of the Maryland Rules of Procedure.

DAVID C. BRYAN
Attorney named in mortgage
111 Lawyers Row
Centreville, Maryland 21617
Telephone 301-758-1643

Joseph A. Jackson, Jr., Auctioneer

ORDER NISI ON SALE

DAVID C. BRYAN, Attorney named in Mortgage

vs.

THE JEB CONSTRUCTION CORPORATION, et al.

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

Cause No. 6164

ORDERED, this 1st day of June, 19 78, that the sale of the real property, made and reported in this cause by David C. Bryan, Attorney named in mortgage, be ratified and confirmed, on or after the 5th day of July, 19 78, 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 June, 19 78.

The report states the amount of sales to be $30,000.00.

Charles H. Cecil Clerk

Filed June 1, 1978

Centreville, Md. July 7, 1978

We Hereby Certify

That the annexed advertisement of

Order NISI on Sale

was published in the QUEEN ANNE'S JOURNAL, a newspaper published in Queen Anne's county Maryland, once in each of three successive weeks before the _____ day of _____ 19____

And that the first insertion of said advertisement in the said QUEEN ANNE'S JOURNAL was on the 7th day of June, 1978, and the last insertion on the 21st day of June, 19 78

Dan Tabler

Publishers, Queen Anne's Journal

Per Shirley K. Gardner

FILED

JUL 10 1978

CIRCUIT COURT
QUEEN ANNE'S CO.

ORDER NISI ON SALE
In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 6164
DAVID C. BRYAN,
Attorney named in Mortgage
VS
THE JEB CONSTRUCTION CORPORATION, et al.

ORDERED, this 1st day of June, 1978, that the sale of the real property, made and reported in this cause by David C. Bryan, Attorney nomed in mortgage, be ratified and confirmed, on or after the 5th day of July, 1978, 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 June, 1978.

The report stotes the amount of sales to be $30,000.00.

CHARLES W. CECIL
CLERK

Filed June 1, 1978
TRUE COPY, TEST:
CHARLES W. CECIL,
CLERK
BY: Betty M. Comegys
DEPUTY CLERK
(6-7,14,21) #48

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Attorney named in mortgage vs. THE JEB CONSTRUCTION CORPORATION and EDWARD E. BEELER and ANNE E. BEELER Mortgagors	*	In the Circuit Court for Queen Anne's County In Equity Chancery No. 6164

FINAL ORDER OF RATIFICATION OF SALE

It is ORDERED, this 17th day of July, 1978 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, Attorney named in the mortgage, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice thereof appears to have been given as required by the preceding order nisi; and the said David C. Bryan, Attorney named in the mortgage, 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

CLERK, CIRCUIT COURT
1978 JUL 18 PM 3:43
QUEEN ANNE'S COUNTY

RECEIVED
CLERK, CIRCUIT COURT
1978 JUL 11 AM 11:30
QUEEN ANNE'S COUNTY

LIBER 10 FOLIO 617

DAVID C. BRYAN 111 Lawyers Row Centreville, MD 21617 Attorney named in mortgage	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	QUEEN ANNE'S COUNTY
THE JEB CONSTRUCTION CORPORATION 1908 Blueridge Road Edgewater, MD 21037	*	IN EQUITY
and	*	
EDWARD E. BEELER and ANNE E. BEELER 373 Chesapeake Avenue, Kentmorr Stevensville, MD 21666 Mortgagees	*	Chancery No. 6164

* * * * * * * * * * * * * * * *

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, Attorney named in mortgage, wherein it appears that the proceeds of sale are insufficient to pay the indebtedness; the deficiency being in the amount of $17,970.86.

2. That in the within account of David C. Bryan, Attorney named in mortgage, charged with the proceeds of sale made by him, and he is allowed his commissions for sale of land, his fee for mortgage, the court costs paid in this cause, the court costs due in this cause, the premium on the bond, the costs paid for advertising said sale and Order Nisi, the fee due the auctioneer for crying said sale, the State and County taxes paid in this cause, the fee of your Auditor due in this casue, and the balance was credited toward the mortgage indebtedness.

Respectfully submitted,

December 21, 1978

J. Thomas Clark, Auditor

RECEIVED
CLERK, CIRCUIT COURT
1978 DEC 21 PM 4:00
QUEEN ANNE'S COUNTY

CAUSE NO. 6164

The proceeds of sale of land reported in this cause in account with David C. Bryan, Attorney named in mortgage, and vendor of said land.

DR.

1978 May 15	By proceeds of sale of land, per reports of said vendor, to wit----------	$30,000.00

CR.

To David C. Bryan, Attorney named in Mortgage for		
1. counsel fee for mtg.	250.00	
2. Commissions on sale	1,650.00	1,900.00
To do for an amount paid Charles W. Cecil, Clerk for advanced filing fee		40.00
To do for an amount due Charles W. Cecil, Clerk for		
1. Clerk's additional	64.00	
2. Appearance fee	10.00	74.00
To do for an amount due W. M. Freestate Agency for bond premium		180.00
To do for an amount paid Queen Anne's Journal for		
1. Advertising sale	90.09	
2. Order Nisi	28.86	118.95
To do for an amount paid Oscar A. Schulz, Treasurer for State and County taxes for		
1. 1977-78	180.09	
2. 1978-79	401.46	581.55
To do for an amount due Joseph A. Jackson, Jr., Auctioneer, for crying said sale		25.00
To do for an amount due Beverly M. Ringgold for Notary Fees in this cause		5.00
To do for an amount due David C. Bryan, for registered mail in this cause		4.96

December 21, 1978

J. Thomas Clerk
Auditor

To do for an amount due J. Thomas Clark, Auditor for			
1. stating this account	45.00		
2. notifying parties	10.00	55.00	
To do for an amount due The Centreville National Bank of Maryland for partial payment of mortgage indebtedness on the total amount of $44,986.40, being the principal of $40,000.00 plus interest through 7/15/78 in the amount of $4,986.40		27,015.54	
		$30,000.00	$30,000.00

December 21, 1978

J. Thomas Clark
Auditor

DAVID C. BRYAN
111 Lawyers Row
Centreville, MD 21617
Attorney named in Mortgage

vs.

THE JEB CONSTRUCTION CORPORATION
1908 Blueridge Road
Edgewater, MD 21037

and

EDWARD E. BEELER and
ANNE E. BEELER
373 Chesapeake Avenue, Kentmorr
Stevensville, MD 21666
Mortgagees

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

Chancery No. 6164

* * * * * * * * * * * * * * * *

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on December 21, 1978, 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 of this cause, to wit:

David C. Bryan, Esquire
111 Lawyers Row
Centreville, MD 21617

The JEB Construction Corporation
1908 Blueridge Road
Edgewater, MD 21037

Edward E. Beeler and
Anne E. Beeler
373 Chesapeake Avenue, Kentmorr
Stevensville, MD 21666

The Centreville National Bank of Maryland
Centreville, MD
21617

Pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify each of them, that said account was filed on December 21, 1978, with the Clerk of the Court, Centreville, Maryland, and the exceptions to said audit must be filed on or before January 5, 1979, and if no exceptions are filed within such fifteen-day period, the account may thereupon be ratified on January 8, 1979.

RECEIVED
CLERK, CIRCUIT COURT
1978 DEC 21 PM 4:00
QUEEN ANNE'S COUNTY

J. Thomas Clark

J. Thomas Clark, Auditor

LIBER 10 PAGE 622

DAVID C. BRYAN, Attorney named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6164
THE JEB CONSTRUCTION CORP. et al.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 21st day of December, 1978, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 8th day of January, 1979, 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.

Marguerite H. Mankin Clerk

Filed December 21, 1978

DAVID C. BRYAN
111 Lawyers Row
Centreville, MD 21617
Attorney named in mortgage

vs.

THE JEB CONSTRUCTION COPROATION
1908 Blueridge Road
Edgewater, MD 21037

and

EDWARD E. BEELER and
ANNE E. BEELER
373 Chesapeake Avenue, Kentmorr
Stevensville, MD 21666
Mortgagors

IN THE CIRUCUTT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

Chancer No. 6164

* * * * * * * * * * * * * * *

CERTIFICATE OF NOTICE MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersgined Court Auditor hereby certifies that on December 26, 1978, that he did by U. S. First Class Mail notify The Jeb Construction Corporation of this cause as a copy of the audit which was filed on December 21, 1978, in the above-entitled cause in this Court was mailed to the above-mentioned address and was returned to this office. Since that time, this office has obtained what they understand to be the correct address of The Jeb Construction Corporation, and has mailed a copy of the audit on this 26th day of December 1978, to the following:

The Jeb Construction Corporation
P.O. Box 381
Stevensville, MD 21666

J. Thomas Clark
J. Thomas Clark, Auditor

RECEIVED
CLERK, CIRCUIT COURT
1978 DEC 26 PM 1:03
QUEEN ANNE'S COUNTY

LIBER 10 PAGE 623

[LIBER 10 PAGE 624]

DAVID C. BRYAN, Attorney named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6164
	*	
THE JEB CONSTRUCTION CORP., et al.	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 8th day of January, 1979, by the Court that the account of the Auditor is finally ratified and confirmed, and David C. Bryan, Attorney named in Mtg, ~~Assignee/Trustee~~, is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Marguerite H. Markin Clerk

Filed January 8, 1979

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Attorney named in mortgage vs. THE JEB CONSTRUCTION CORPORATION 1908 Blueridge Road Edgewater, Md. 21037 and EDWARD E. BEELER and ANNE E. BEELER 373 Chesapeake Ave. - Kentmorr Stevensville, Md. 21666 Mortgagors	*	In the Circuit Court for Queen Anne's County In Equity Chancery No. 6165

ORDER TO DOCKET SUIT

APR 20-78 * 23381 *****40.00
APR 20-78 A 23381 *****10.00

Mr. Charles W. Cecil, Clerk:

You will please docket suit as per the above titling for foreclosure of the mortgage from The JEB Construction Corporation and Edward E. Beeler and Anne E. Beeler, his wife, to The Centreville National Bank of Maryland, dated April 28, 1977, and recorded among the land records of Queen Anne's County, Maryland, in Liber C.W.C. No. 119, folio 15, in which the undersigned attorney is designated by name to exercise the power of sale; default having occurred in the terms thereof by reason of the 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.

RECEIVED
CLERK, CIRCUIT COURT
1978 APR 20 PM 3:50
QUEEN ANNE'S COUNTY

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 20th day of April, 1978, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared David C. Bryan, Attorney named in mortgage, and made oath in due form of law that The JEB Construction Corporation and Edward E. Beeler and Anne E. Beeler, 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.

BEVERLY M. RINGGOLD NOTARY PUBLIC QUEEN ANNE'S CO., MD.

Beverly M. Ringgold
Notary Public
My Commission Expires: July 1, 1978

LIBER 10 PAGE 626

DOCUMENT NO. 88,215

This Mortgage, made this 28 day of APRIL, 19 77, by and between

THE JEB CONSTRUCTION CORPORATION and EDWARD E. BEELER and ANNE E. BEELER, his wife, hereinafter called "Mortgagors"; and THE CENTREVILLE NATIONAL BANK OF MARYLAND, a body corporate, hereinafter called "Mortgagee";

WHEREAS, the Mortgagors are jointly and severally indebted unto the Mortgagee in the full and just sum of FORTY THOUSAND DOLLARS ($40,000.00), for money this day lent and advanced to the Mortgagors, as represented by a promissory note for the said sum of FORTY THOUSAND DOLLARS ($40,000.00), bearing even date herewith and payable at the banking house of said body corporate in Stevensville, Queen Anne's County, Maryland, with interest thereon from the date hereof at the rate of ten per centum (10%) per annum per the terms of said note; and

WHEREAS, it was a condition precedent to the making of the aforesaid loan of FORTY THOUSAND DOLLARS ($40,000.00), represented by the aforesaid promissory note, that the same should be secured by the execution and delivery of this Mortgage.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: that in consideration of the premised and the sum of One Dollar ($1.00), the receipt of which is hereby acknowledged, the said Mortgagors, do hereby grant and convey unto The Centreville National Bank of Maryland, a body corporate, its successors and assigns, in fee simple, all of the following described real estate, to wit:

ALL 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 Lot Nos. 13-14-15 and 16, Block F, of Kentmorr Air Park, as the same is laid out, shown and designated on a plat entitled, "A Composite Map of Kentmorr Air Park," dated July, 1954, by Walter E. Woodford, Jr., and Wirt D. Bartlett, registered surveyors, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No 17 folio 225, which said plat was intended to correct various errors in an earlier plat of said development by J.B. Metcalfe, registered surveyor, dated May, 1947, and recorded among the Land Records aforesaid in Liber A.S.G., Jr. No. 17 folio 337, as set out in the Surveyor's Certificate and Comparison of Plats on the plat entitled, "A Composite Map of Kentmorr Air Park," aforesaid, it being the intention and purpose of this deed to convey the said lots as the same may be described and located on the "Composite Map", as aforesaid.

BEING part of the same lands conveyed by Kentmorr Marina, Inc., unto said Mortgagors, by deed dated the 28 day of APRIL, 1977, recorded or intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto.

SUBJECT, to the Waiver of Restrictions and use of roadways pertaining to a tract of 47.6953 acres of land in Kentmorr Air Park, shown on a plat entitled, "Abandonment Plat, Part of Kentmorr Air Park, on Kent Island, Fourth Election District, Queen Anne's County, Maryland", by Hanson and Associates, registered surveyors, dated May, 1964, which said plat and agreement have been recorded among the Land Records of Queen Anne's County prior hereto.

Should the title or equity of redemption in the mortgage property be acquired in whole or in part by voluntary or involuntary deed, grant or assignment by any person (s), firm or corporation or should the Mortgagors be declared insolvent or bankrupt, then this mortgage shall be in default, and the balance of the mortgage debt then due or to become due shall, at the election of the Mortgagee, be immediately due and payable unless such deed, grant or assignment shall first be consented to in writing by the Mortgagee. The Mortgagors shall not, without the prior written consent of the Mortgagee, further encumber this property by a mortgage or deed of trust.

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 thereunto belonging or in any wise appertaining, including all heating, air conditioning, lighting and plumbing fixtures, equipment, furniture and other fixtures now or hereinafter attached to or used in connection with the premises herein described, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the same unto and to the proper use and benefit of the Mortgagee, its successors and assigns, in fee simple, forever.

PROVIDED, that if the Mortgagors shall well and truly pay, or cause to be paid, said principal sum and all interest thereon, and all other sums payable by the Mortgagors in accordance with the terms of this mortgage and the note secured hereby, each at the times and in the manner as herein set forth, and shall otherwise perform all the terms, covenants and conditions of this mortgage and the note secured hereby, including the payment of any late charges, then this mortgage shall be void; otherwise, it is to remain in full force and effect.

THE MORTGAGORS JOINTLY AND SEVERALLY HEREBY COVENANT:

a. That they warrant specially the property hereby conveyed; that they are seized thereof in fee simple and have a right to convey the same; that they have done no act to encumber the same; that they will execute such further assurances thereof as may be requisite.

b. That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the Mortgagors by voluntary or involuntary grant or assignment or in any other manner without the Mortgagee's written consent, or should they default on any note, bond, mortgage or deed of trust secured by or securing a prior lien upon the herein mortgaged property; or should the same be further encumbered by the Mortgagors, their or its successors, heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum at the option of the Mortgagee shall immediately become due and owing as herein provided.

c. That they will pay or cause to be paid when due the principal sum of the debt hereby secured, and any renewals or extensions thereof, together with all interest, thereon, and all other sums payable by them in accordance with the terms of this mortgage and note secured hereby, or any renewals or extensions, and that they hereby expressly waive the benefit of all exemptions, homestead or otherwise, under the laws of this or any other State, and agree to pay the debt without any offset whatsoever.

d. That they will pay when due all taxes, liens, judgments or assessments heretofore or hereafter levied, assessed or constituting liens upon the property hereby conveyed, or any part thereof.

e. That they will keep all improvements now or hereinafter located on the premises in good repair; that they will maintain and work the premises hereby conveyed in a good and husbandlike manner; that they will commit no waste; that they will not cut or remove or permit to be cut or removed any wood or timber from said premises without the written consent of the Mortgagee, and that they will make all proper renewals, replacements, and additions to the property, and not tear down the improvements or materially change them or permit them to be torn down or materially changed without the prior written consent of the Mortgagee.

f. That they will insure and keep insured buildings and improvements now or which may hereafter be placed on the said premises against loss or damage by fire, lightning, windstorm and tornado in companies and amounts satisfactory to the Mortgagee, any policy evidencing such insurance to be deposited with and loss thereunder to be payable to the Mortgagee as its interest may appear. At the option of the Mortgagors, and subject to the consent of the Mortgagee, sums so received by the Mortgagee may be used to pay for reconstruction of the destroyed improvements or, if not so applied, at the option of the Mortgagee, may be applied in payment of any indebtedness, matured or unmatured, secured by this mortgage.

g. If the Mortgagee shall incur any expense or expend any sums, including reasonable attorney's fees, whether in connection with any action or proceeding or not, to sustain the lien of this mortgage or its priority, or to protect or enforce any of its rights hereunder, or to recover any indebtedness hereby secured, or for any title examination or title insurance policy relating to the title to the property, all such sums shall on notice and demand be paid by the Mortgagors, together with interest thereon at the current rate hereunder and shall be a lien on the premises secured by this mortgage.

h. That in the event the Mortgagors fail to pay when due any taxes, liens, judgments or assessments lawfully assessed or constituting liens against the property hereby conveyed, or fail to maintain insurance as hereinbefore provided, the Mortgagee may make such payment or provide such insurance and the amount paid therefor shall become a part of the indebtedness secured hereby and bear interest from the date of payment at the current rate hereunder until paid, and be secured by the lien of this mortgage.

THE PARTIES HERETO FURTHER COVENANT AND AGREE:

1. Upon any default in any of the covenants of this mortgage, the Mortgagors in accordance with Subtitle W of the Maryland Rules of Procedure, or any other general or local rules, regulations or laws of the State of Maryland relating to mortgages, including any amendments thereof or supplements or additions thereto which do not materially change or impair the remedy, do hereby (a) declare their assent of the passage of a decree for the sale of the property; and (b) authorize the Mortgagee, its successors or assigns, or David C. Bryan, its attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Any such sale, whether under the assent to a decree or power of sale, may be made by the person or persons authorized to sell either as an entirety or in such separate parcels and on such terms and at such places and in such manner as they may deem advisable.

2. Upon any sale of the property under this mortgage, whether under the assent to a decree, the power of sale, or by equitable foreclosure, the proceeds of such sale shall be applied as follows: First, to the payment of all expenses incident to the sale including a counsel fee of Two Hundred Fifty Dollars ($250.00) for conducting the proceedings if without contest, but if legal services be rendered to the trustee appointed by such decree or to the Mortgagee or to the party selling under the 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 a commission to the party making the sale equal to the commissions allowed trustees for making sales of property under decrees of the equity court having jurisdiction, and also any liens prior to the lien of this mortgage unless the sale is made subject to such prior liens; Second, to the payment of all claims of the Mortgagee hereunder, whether they have matured or not, with interest thereon until final ratification of the auditor's report; Third, the balance, if any, to the Mortgagors or to any person or persons entitled thereto, upon the surrender of the property to the purchaser, less any expenses incurred in obtaining possession.

3. Immediately upon the first insertion of the advertisement or notice of sale, there shall be and become due and owing by the Mortgagors, and each of them, to the party inserting the advertisement or notice all expenses incident to such advertisement or notice, all court costs, attorney's fees and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, then due, equal to one-half (1/2) the percentage allowed as commission on such sum to trustees making sales under orders or decrees of the equity court having jurisdiction, and such party shall not be required to receive the principal and interest only of the mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of such expenses, costs, attorney's fees and commissions.

4. That in the event of a sale of the mortgaged property under the provisions hereof, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as a part thereof.

5. The Mortgagee may at any time renew this mortgage, extend the time for payment of the debt or any part thereof or interest thereon and waive any of the covenants or conditions of this mortgage in whole or in part, either at the request of any one or more of the Mortgagors or of any person having an interest in the property, take or release other security, or any part of this property, or such other security, grant extensions, renewals or indulgences therein, or apply to the payment of principal and interest on the mortgage debt any part or all of the proceeds obtained by sale, foreclosure or receivership as herein provided, without resort or regard to other security, all without in any way releasing the Mortgagors or any of them, from any of the covenants or conditions of this mortgage, or releasing the unreleased part of the property herein described from the lien of this mortgage for the amount of the mortgage debt, and may release any party primarily or secondarily liable on the mortgage debt without releasing any other party liable thereon and without releasing the property subject thereto.

6. Until default is made in any covenant or condition of this mortgage, the Mortgagors shall have possession of the property. Upon default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled without notice to the Mortgagors, or any of them, to the immediate possession of the property and to the appointment of a receiver of the property to operate the same, without regard to the adequacy thereof as security for the mortgage debt, and the Mortgagors shall pay all costs in connection therewith, and upon any default, whether or not a receiver be appointed, the rents and profits of the property are hereby assigned to the Mortgagee as additional security.

7. The rights, powers, privileges and discretions specifically granted to the Mortgagee under this mortgage are not in limitation of, but in addition to those to which the Mortgagee is entitled under any general or local laws relating to mortgages in the State of Maryland, now or hereafter existing.

8. Before full payment of the mortgage debt, the Mortgagee, in its discretion, may make advances to the Mortgagors to the extent permitted by law and such sums shall be secured by this mortgage.

9. The rights, powers and privileges and discretions to which the Mortgagee may be entitled shall inure to the benefit of it and its successors and assigns; are cumulative and not alternative; may be enforced successively or concurrently; and failure to exercise any of them shall not be deemed a waiver thereof and no waiver of any one shall be deemed to apply to any other, nor shall it be effective unless in writing and signed by the Mortgagee.

10. And Edward E. Beeler and Anne E. Beeler do join herein co-maker and co-signers hereof for the purpose of guaranteeing repayment of the indebtedness secured hereby.

11. The covenants, agreements, conditions and limitations of or imposed upon the Mortgagors, shall be binding upon their respective heirs, personal representatives, successors and assigns.

12. Whenever used herein, the signular shall include the plural, the plural the signular and the use of any gender shall be applicable to all genders.

WITNESS the hand of EDWARD E BEELER JR, — President of The Jeb Construction Corporation, and its corporate seal hereto affixed.

WITNESS the signature and seals of the Guarantors.

TEST:

THE JEB CONSTRUCTION CORPORATION

BY: — President

(Place corporate seal here)

WITNESS:

(SEAL)
Edward E. Beeler

(SEAL)
Anne E. Beeler

STATE OF MARYLAND

to wit:

COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, that on this 28 day of April, 1977, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared EDWARD E BEELER JR, who did acknowledge himself to be the — President of The Jeb Construction Corporation, a body corporate of the State of Maryland, and that he, as such — President, being authorized so to do did execute the aforegoing instrument for the purposes therein contained, and at the same time did also personally appeared Edward E. Beeler and Anne E. Beeler, his wife, Guarantors as aforesaid, known to me (or staisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained; and at the same time appeared Thurman Jefferson, Branch Manager of the Mortgagee, and made oath in due form of law that the consideration of said

mortgage is true and bona fide as therein set forth; that the loan sum secured hereby has been paid over and disbursed by the party secured hereby unto the within named Mortgagors or the person responsible for the 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 he further made oath that he is the Agent of the party secured by the aforegoing Mortgage and as such is duly authorized to make this Affidavit.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: 7-1-1979

RECEIVED FOR RECORD
& RECORDED IN LIBER Case
NO. 119 FOLIO 15

1977 APR 28 PM 3 41

Land RECORD FOR
QUEEN ANNE'S CO., MD.
CHARLES W. CECIL, CLERK

APR 28-77 * 2 222 ****151.00
APR 28-77 A 2 222 ****132.00
APR 28-77 A 2 221 *****19.00

LIBER 10 PAGE 632

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Attorney named in mortgage	*	In the Circuit Court for Queen Anne's County
vs.	*	In Equity
THE JEB CONSTRUCTION CORPORATION and EDWARD E. BEELER and ANNE E. BEELER Mortgagors	*	Chancery No. 6165

STATEMENT OF MORTGAGE INDEBTEDNESS

Balance due on principal of note dated April 28, 1977, in the gross amount of $40,000.00, by the Mortgagors to The Centreville National Bank of Maryland	$ 40,000.00
With earned interest through April 19, 1978	3,311.08
Late charges	100.82
Total	$ 43,411.90

Per diem interest rate: $10.96

STATE OF MARYLAND)
) To Wit:
QUEEN ANNE'S COUNTY)

This is to certify that on this 20th day of April, 1978, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared David C. Bryan, Attorney named in mortgage, and made oath in due form of law that the aforegoing statement of mortgage indebtedness due by The JEB Construction Corporation and Edward E. Beeler and Anne E. Beeler, his wife, under the above described mortgage note is true to the best of his knowledge and belief, and there is no credit due thereon, except as shown, nor any security therefor except the said mortgage.

QUEEN ANNE'S CO., MD. BEVERLY E. RINGGOLD NOTARY PUBLIC

Beverly M. Ringgold
Notary Public
My Commission Expires: July 1, 1978

v. 6165

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 Forty-five Thousand Dollars ($45,000.00), 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 20th day of April, 1978;

WHEREAS, the above bounded principal, by virtue of the power contained in the mortgage from The JEB Construction Corporation and Edward E. Beeler and Anne E. Beeler, his wife, to The Centreville National Bank of Maryland dated April 28, 1977, and recorded among the land records of Queen Anne's County, in the State of Maryland, in Liber C.W.C. No. 119, folio 15, in which the undersigned principal is designated by name to exercise the power of sale, and he is about to sell the land and premises in said mortgage, default having been made in the payment of the money as specified and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounded David C. Bryan, Attorney named in mortgage, 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

Beverly M. Kinggold

David C. Bryan (SEAL)
David C. Bryan, Attorney named in mortgage

HARTFORD ACCIDENT AND INDEMNITY COMPANY

By: W. M. [illegible]
Attorney in fact

ATTEST:

Jennie G. Edwards

SURETY APPROVED AND BOND FILED ON April 20, 1978

LIBER 2 PAGE 205

LIBER 10 PAGE 633

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 205, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 20th day of April, Nineteen Hundred and Seventy-eight.

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

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Attorney named in mortgage	*	In the Circuit Court for Queen Anne's County
vs.	*	
THE JEB CONSTRUCTION CORPORATION and EDWARD E. BEELER and ANNE E. BEELER Mortgagors	*	In Equity Chancery No. 6165

AFFIDAVIT

I HEREBY CERTIFY, that on this 3rd day of May, 1978, 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 notice of the time, place and terms of sale in this cause was duly sent by registered mail to The JEB Construction Corporation, at its last known address, and to Edward E. Beeler and Anne E. Beeler, at their last known address, 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 7-1-78

RECEIVED
CLERK, CIRCUIT COURT
1978 MAY -4 PM 2:22
QUEEN ANNE'S COUNTY

May 3, 1978

The JEB Construction Corporation
1908 Blueridge Road
Edgewater, MD 21037

Re: Chancery 6165
Lots 13, 14, 15 and 16
Block F
Kentmorr Air Park

Gentlemen:

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 the Centreville National Bank, plus the costs and commissions as prescribed by law.

I am sure that during construction and since the sale has been advertised, you have been approached by persons interested in the property. I hope that you will encourage them to inspect the property and come to the sale prepared to bid. The more solid interest there is, the less chance we have of a deficiency.

Very truly yours,

David C. Bryan

DCB/bmr
Enclosures

REGISTERED MAIL
RETURN RECEIPT REQUESTED

PS Form 3811, Nov. 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 followiog service is requested (check ooe).
- ☐ Show to whom and date delivered ..... 25¢
- ☐ Show to whom, date, & address of delivery ..... 45¢
- ☐ RESTRICTED DELIVERY. Show to whom and date delivered ..... 85¢
- ☐ RESTRICTED DELIVERY. Show to whom, date, aod address of delivery ... $1.05

(Fees shown are in addition to postage charges and other fees).

2. ARTICLE ADDRESSED TO:
The JEB Const. Corp.
1908 Blueridge Rd
Edgewater, Md 21037

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
514		

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☑ Authorized agent

4. DATE OF DELIVERY

POSTMARK: USPO MAY 6 1978 STEVENSVILLE

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS SKR

☆ GOP: 1976—O-203-456

May 3, 1978

Edward E. Beeler and
Anne E. Beeler
373 Chesapeake Avenue - Kentmorr
Stevensville, MD 21666

Re: Chancery 6165
Lots 13, 14, 15 and 16
Block F
Kentmorr Air Park

Dear Mr. and Mrs. Beeler:

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 the Centreville National Bank, plus the costs and commissions as prescribed by law.

I am sure that during construction and since the sale has been advertised, you have been approached by persons interested in the property. I hope that you will encourage them to inspect the property and come to the sale prepared to bid. The more solid interest there is, the less chance we have of a deficiency.

Very truly yours,

David C. Bryan

DCB/bmr
Enclosures

REGISTERED MAIL
RETURN RECEIPT REQUESTED

PS Form 3811, Nov. 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 .....25¢
- ☐ Show to whom, date, & address of delivery .....45¢
- ☐ RESTRICTED DELIVERY. Show to whom and date delivered .....85¢
- ☐ RESTRICTED DELIVERY. Show to whom, date, and address of delivery ..$1.05

(Fees shown are in addition to postage charges and other fees).

2. ARTICLE ADDRESSED TO:
Edward E. Beeler and
Anne E. Beeler
373 Chesapeake Ave - Kentmorr
Stevensville, MD 21666

3. ARTICLE DESCRIPTION:
REGISTERED NO. 513 | CERTIFIED NO. | INSURED NO.

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
Anne Beeler

4. DATE OF DELIVERY 5-4-78 POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

STEVENSVILLE MD 21666 MAY 8 PM 3

GPO 1976—O-203-456

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Attorney named in mortgage	*	In the Circuit Court for Queen Anne's County
vs.	*	In Equity
THE JEB CONSTRUCTION CORPORATION and EDWARD E. BEELER and ANNE E. BEELER Mortgagors	*	Chancery No. 6165

REPORT OF SALE

RECEIVED
CLERK, CIRCUIT COURT
1978 JUN -1 PM 3:54
QUEEN ANNE'S COUNTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of David C. Bryan, Attorney named in Mortgage from The JEB Construction Corporation and Edward E. Beeler and Anne E. Beeler, his wife, to The Centreville National Bank of Maryland, dated April 28, 1977, and recorded among the land records of Queen Anne's County, State of Maryland, in Liber C.W.C. No. 119, folio 15, in which the undersigned attorney is designated by name to exercise the power of sale after any default in the terms of said mortgage, respectfully shows:

That default having occurred in the terms thereof by reason of the 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, 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 Forty-five Thousand Dollars ($45,000.00) 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, on the premises at Kentmorr Air Park, Fourth Election District, Queen Anne's County, Maryland, at the hour of 11:30 A.M., Eastern Time on May 15, 1978, and after having the auctioneer cry the sale for a considerable length of time, and after reading the advertisement of sale, did sell all that lot, parcel or tract of land, together with the improvements thereon, situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, and more particularly described in the above mentioned mortgage, and Advertisement of Sale unto The Centreville National Bank of Maryland, it being then and there the highest bidder therefore, at and for the sum of Thirty Thousand Dollars ($30,000.00).

The purchaser is the mortgagee and the undersigned 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 Thirty Thousand Dollars ($30,000.00).

Respectfully submitted,

David C. Bryan
Attorney named in mortgage

STATE OF MARYLAND)
) To Wit:
QUEEN ANNE'S COUNTY)

I HEREBY CERTIFY, that on this 1st day of June, 1978, before me, the subscriber, personally appeared David C. Bryan, Attorney named in mortgage in the aforementioned proceedings, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true to the best of his knowledge, information 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 April 20, 1978, 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

CERTIFICATE OF AUCTIONEER

I HEREBY CERTIFY, that I did sell at public auction:

Lots 13, 14, 15 and 16, Block F, of Kentmorr Air Park, Fourth Election District, Queen Anne's County, Maryland.

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

On the premises at Kentmorr Air Park, Fourth Election District, Queen Anne's County, Maryland, on May 15, 1978, beginning at the hour of 11:30 o'clock, A.M., Eastern Time, unto The Centreville National Bank of Maryland, at and for the sum of Thirty Thousand Dollars ($30,000.00).

Joseph A. Jackson, Jr.
Auctioneer

RECEIVED
CLERK, CIRCUIT COURT
1978 JUN -1 PM 3:54
QUEEN ANNE'S COUNTY

36.5

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Attorney named in mortgage vs. THE JEB CONSTRUCTION CORPORATION and EDWARD E. BEELER and ANNE E. BEELER Mortgagors	* * * * * * * * * * * *	In the Circuit Court for Queen Anne's County In Equity Chancery No. 6165

AFFIDAVIT OF PURCHASER

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

I HEREBY CERTIFY, that on this 15th day of May, 1978, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared J. O. Pippin, Jr., President of The Centreville National Bank of Maryland,

purchaser at the foreclosure sale of this cause and being duly authorized so to do, made oath in due form of law that 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

The Centreville National Bank of Maryland,

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

RECEIVED
CLERK, CIRCUIT COURT
1978 JUN -1 PM 3:54
QUEEN ANNE'S COUNTY

LIBER 10 PAGE 642 June 1 ..... 19 78

THIS IS TO CERTIFY, That the annexed

Attorney's Sale (Kentmorr) ..... 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 ...11..... day of May 19 78

BAY PUBLISHING CORPORATION
Publishers

By Douglas Leech

RECEIVED
CLERK. CIRCUIT COURT
1978 JUN -1 PM 3:55
QUEEN ANNE'S COUNTY

Attorney's Sale
of
Valuable Fee Simple Real Estate
Residence In Kentmorr On Kent Island

Under and by virtue of the power of sale contained in a mortgage from JEB Construction Corporation, Edward E. Beeler and Anne E. Beeler, his wife, to The Centreville National Bank of Maryland dated April 28, 1977, and recorded among the land records of Queen Anne's County, State of Maryland, in Liber C.W.C. No. 119, folio 15, in which mortgage David C. Bryan is named as attorney authorized to sell the premises in the event of default therein, and default having occurred in the terms of said mortgage, the undersigned attorney will offer at public auction on the premises, Bonnett Avenue, Kentmorr Air Park, Kent Island, Queen Anne's County, Maryland, at the hour of 11:30 a.m., Eastern Time, on:

Monday, May 15, 1978

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, and being known and designated as Lot Nos. 13-14-15 and 16, Block F, of Kentmorr Air Park, as the same is laid out, shown and designated on a plat entitled, "A Composite Map of Kentmorr Air Park," dated July, 1954, by Walter E. Woodford, Jr., and Wirt D. Bartlett, registered surveyors, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 17, folio 225, which said plat was intended to correct various errors in an earlier plat of said development by J.B. Metcalfe, registered surveyor, dated May, 1947, and recorded among the land records aforesaid in Liber A.S.G. Jr., No. 17, folio 337, as set out in the Surveyor's Certificate and Comparison of Plats on the plat entitled, "A Composite Map of Kentmorr Air Park," aforesaid, it being the intention and purpose of this deed to convey the said lots as the same may be described and located on the "Composite Map," as aforesaid.

BEING a part of the lands granted and conveyed unto the said JEB Construction Corporation by deed dated April 28, 1977, from Kentmorr Marina, Inc., and recorded among the land records of said Queen Anne's County in Liber C.W.C. No. 119, folio 7.

SUBJECT, to the Waiver of Restrictions and use of roadways pertaining to a tract of 47.6953 acres of land in Kentmorr Air Park, shown on a plat entitled, "Abandonment Plat, Part of Kentmorr Air Park, on Kent Island, Fourth Election District, Queen Anne's County, Maryland," by Hanson and Associates, registered surveyors, dated May, 1964, which said plat and agreement have been recorded among the land records of Queen Anne's County prior hereto.

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: Attractive, partially completed split foyer residence. Brick and cedar shake siding, 3 bedrooms, 2½ baths, kitchen, dining room, living room, family room, large work area, outside deck, paved driveway.

This large house on a 20,000 square foot site with a view of Chesapeake Bay, is the rare opportunity for persons who want to save. Location: 5 miles south of the Bay Bridge.

TERMS OF SALE: The purchaser(s) shall be required to pay ten per cent (10 percent) 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 ten per cent (10 percent) 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 papers, documentary stamps, transfer tax, notary fees and house location survey to be paid by the purchaser(s).

INSPECTION: The property may be inspected by contacting the undersigned attorney.

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
Attorney named in mortgage
111 Lawyers Row
Centreville, Maryland 21617
Telephone: 301-758-1643
Joseph A. Jackson, Jr., Auctioneer

4-26-3-R.O.

ORDER NISI ON SALE

DAVID C. BRYAN, Attorney named in Mortgage

vs.

THE JEB CONSTRUCTION CORPORATION, et al.

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

Cause No. 6165

ORDERED, this 1st day of June, 1978, that the sale of the real property, made and reported in this cause by David C. Bryan, Attorney named in Mortgage, be ratified and confirmed, on or after the 5th day of July, 1978, 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 June, 1978.

The report states the amount of sales to be $30,000.00.

Clarence W. Beil Clerk

Filed June 1, 1978

LIBER 10 PAGE 644 July 7 19 78

THIS IS TO CERTIFY, That the annexed Order Nisi JEB Construction Cor. 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 22 day of June 19 78.

BAY PUBLISHING CORPORATION
Publishers

By Phyllis Welch

ORDER NISI ON SALE
DAVID C. BRYAN, Attorney named in Mortgage
vs.
THE JEB CONSTRUCTION CORPORATION, et al
In The Circuit Court
for Queen Anne's County
In Equity
Case No. 6165

ORDERED, this 1st day of June, 1978, that the sale of the real property, made and reported in this cause by David C. Bryan, Attorney named in Mortgage, be ratified and confirmed, on or after the 5th day of July, 1978, 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 June, 1978.

The report states the amount of sales to be $30,000.00.

Charles W. Cecil, Clerk

Filed: June 1, 1978
True Copy, Test:
Charles W. Cecil, Clerk
By: Betty M. Comegys, Deputy Clerk

6-7-3-R.O.

FILED
JUL 10 1978
CIRCUIT COURT
QUEEN ANNE'S CO.

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Attorney named in mortgage	*	In the Circuit Court for Queen Anne's County
vs.	*	In Equity
THE JEB CONSTRUCTION CORPORATION and EDWARD E. BEELER and ANNE E. BEELER Mortgagors	*	Chancery No. 6165

FINAL ORDER OF RATIFICATION OF SALE

It is ORDERED, this 11th day of July, 1978 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, Attorney named in the mortgage, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice thereof appears to have been given as required by the preceding order nisi; and the said David C. Bryan, Attorney named in the mortgage, 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

RECEIVED
CLERK, CIRCUIT COURT
1978 JUL 10 PM 3:43
QUEEN ANNE'S COUNTY

RECEIVED
CLERK, CIRCUIT COURT
1978 JUL 11 AM 11:30
QUEEN ANNE'S COUNTY

LIBER 10 PAGE 645

DAVID C. BRYAN 111 Lawyers Row Centreville, MD 21617 Attorney named in mortgage	*	IN THE CIRCUIT COURT
vs.	*	FOR
THE JEB CONSTRUCTION CORPORATION 1908 Blueridge Road Edgewater, MD 21037	*	QUEEN ANNE'S COUNTY
and	*	
EDWARD E. BEELER and ANNE E. BEELER 373 Chesapeake Avenue, Kentmorr Stevensville, MD 21666 Mortgagees	*	IN EQUITY
	*	Chancery No. 6165

* * * * * * * * * * * * * * * * *

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, Attorney named in mortgage, wherein it appears that the proceeds of sale are insufficient to pay the indebtedness; the deficiency being in the amount of $18,109.20.

2. That in the within account of David C. Bryan, Attorney named in mortgage, charged with the proceeds of sale made by him, and he is allowed his commissions for sale of land, his fee for mortgage, the court costs paid in this cause, the court costs due in this cause, the premium on the bond, the costs paid for advertising said sale and Order Nisi, the fee due the auctioneer for crying said sale, the State and County taxes paid in this cause, the fee of your Auditor due in this cause, and the balance was credited toward the mortgage indebtedness.

Respectfully submitted,

December 21, 1978

J. Thomas Clark, Auditor

RECEIVED
CLERK, CIRCUIT COURT
1978 DEC 21 PM 4:04
QUEEN ANNE'S COUNTY

CAUSE NO. 6165

The proceeds of sale of land reported in this cause in account with David C. Bryan, Attorney named in mortgage, and vendor of said land.

DR.

1978 May 15	By proceeds of sale of land, per reports of said vendor, to wit----------	$30,000.00

CR.

To David C. Bryan, Attorney named in mortgage for		
1. counsel fee for mtg.	250.00	
2. commission on sale	1,650.00	1,900.00
To do for an amount paid Charles W. Cecil, Clerk for advanced filing fee		40.00
To do for an amount due Charles W. Cecil, Clerk for		
1. Clerk's additional	64.00	
2. Appearance fee	10.00	74.00
To do for an amount due W. M. Freestate Agency for bond premium		180.00
To do for an amount paid Queen Anne's Record-Observer for		
1. Advertising sale	147.00	
2. Order Nisi	36.75	183.75
To do for an amount paid Oscar A. Schulz, Treasurer for State and County taxes		
1. 1977-78	203.45	
2. 1978-79	451.64	655.09
To do for an amount due Joseph A. Jackson, Jr., Auctioneer, for crying said sale		25.00
To do for an amount due Beverly M. Ringgold for Notary Fees in this cause		5.00
To o do for an amount due David C. Bryan, for registered mail in this cause		4.96

December 21, 1978

J. Thomas Clark
Auditor

To do for an amount due J. Thomas Clark, Auditor for		
1. stating this account	45.00	
2. notifying parties	10.00	55.00
To do for an amount due The Centreville National Bank of Maryland for partial payment of mortgage indebtedness on the total amount of $44,986.40, being the principal of 40,000.00 plus interest through 7/15/78 in the amount of $4,986.40	26,877.20	
	$30,000.00	$30,000.00

December 21, 1978

J. Thomas Clark, Auditor

DAVID C. BRYAN
111 Lawyers Row
Centreville, MD 21617
Attorney named in Mortgage

vs.

THE JEB CONSTRUCTION CORPORATION
1908 Blueridge Road
Edgewater, MD 21037

and

EDWARD E. BEELER and
ANNE E. BEELER
373 Chesapeake Avenue, Kentmorr
Stevensville, MD 21666
Mortgagees

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

Chancery No. 6165

* * * * * * * * * * * * * * * * *

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on December 21, 1978, the date the audit in the above-entitled casue was filed in this Court, that he did by U. S. First Class Mail notify the following interested parties of this cause, to wit:

David C. Bryan, Esquire
111 Lawyers Row
Centreville, MD 21617

The JEB Construction Corporation
1908 Blueridge Road
Edgewater, MD 21037

Edward E. Beeler and
Anne E. Beeler
373 Chesapeake Avenue, Kentmorr
Stevensville, MD 21666

The Centreville National Bank of Maryland
Centreville, MD
21617

Pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify each of them, that said account was filed on December 21, 1978, with the Clerk of the Court, Centreville, Maryland, and the exceptions to said audit must be filed on or before January 5, 1979, and if no exceptions are filed within such fifteen-day period, the account may thereupon be ratified on January 8, 1979.

RECEIVED
CLERK, CIRCUIT COURT
1978 DEC 21 PM 4:04
QUEEN ANNE'S COUNTY

J. Thomas Clark, Auditor

LIBER 10 PAGE 650

DAVID C. BRYAN, Attorney named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6165
THE JEB CONSTRUCTION CORP., et al.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 21st day of December, 19 78, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 8th day of January, 19 79, 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.

Marguerite H. Mankin Clerk

Filed Dec. 21, 1978

DAVID C. BRYAN
111 Lawyers Row
Centreville, MD 21617
Attorney named in mortgage

vs.

THE JEB CONSTRUCTION CORPORATION
1908 Blueridge Road
Edgewater, MD 21037

and

EDWARD E. BEELER and
ANNE E. BEELER
373 Chesapeake Avenue, Kentomorr
Stevensville, MD 21666
Mortgagors

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

Chancery No. 6165

* * * * * * * * * * * * * * *

CERTIFICATE OF NOTICE MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersinged Court auditor hereby certifies thaton December 26, 1978, that he did by U. S. First Class Mail notify The Jeb Construction Corporation of this acause as a copy of the audit which was filed on December 21, 1978, in the above-entitled cause in this Court was mailed to the above-emtnioned address and was returned to this office. Since that time, this office has obtained what they understand to be the correct address of The Jeb Construction Corporation, and has mailed a copy of the audit on this 26th day of December, 1978, to the following:

The Jeb Construction Corporation
P.O. Box 381
Stevensville, MD 21666

J. Thomas Clark, Auditor

RECEIVED
CLERK, CIRCUIT COURT
1978 DEC 26 PM 1:04
QUEEN ANNE'S COUNTY

DAVID C. BRYAN, Attorney named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6165
	*	
THE JEB CONSTRUCTION CORP., et al.	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 8th day of January, 19 79, by the Court that the account of the Auditor is finally ratified and confirmed, and David C. Bryan, Attorney named in Mtg, ~~Assignee, Trustee~~, is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Margueritte H. Mankin Clerk

Filed January 8, 1979

DAVID C. BRYAN
111 Lawyers Row
Centreville, Maryland 21617
Assignee

vs.

CLAUDE DWIGHT BOYCE and
DONNA LEE BOYCE, his wife
RD 2, Box 509
Chestertown, MD 21620

In the Circuit Court for

Queen Anne's County

In Equity

Chancery No. 6192

ORDER TO DOCKET SUIT

MAY 29-78 * 25000 *****40.00
MAY 29-78 A 25000 *****40.00

Mr. Charles W. Cecil, Clerk:

You will please docket suit as per the above titling for foreclosure of the mortgage from Claude Dwight Boyce and Donna Lee Boyce, his wife, to The Centreville National Bank, dated June 10, 1977, and recorded among the land records of Queen Anne's County, Maryland, in Liber C.W.C. No. 121, folio 252, and assigned by the said Centreville National Bank on May 25, 1978 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
111 Lawyers Row
Centreville, Maryland 21617
Telephone: 758-1643

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

I HEREBY CERTIFY, that on this 29th day of May, 1978, 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 Claude Dwight Boyce and Donna Lee Boyce, 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.

BEVERLY M. RINGGOLD NOTARY PUBLIC QUEEN ANNE'S CO., Md.

Beverly M. Ringgold
Notary Public
My Commission Expires: July 1, 1978

RECEIVED
CLERK. CIRCUIT COURT
1978 MAY 29 AM 10 16
QUEEN ANNE'S COUNTY

LIBER 10 PAGE 653

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Assignee vs. CLAUDE DWIGHT BOYCE and DONNA LEE BOYCE, his wife RD 2, Box 509 Chestertown, MD 21620	* In the Circuit Court for Queen Anne's County In Equity Chancery No.

STATEMENT OF MORTGAGE INDEBTEDNESS

Balance due on principal of note dated June 10,1977, in the gross amount of $25,000, by Claude Dwight Boyce and Donna Lee Boyce, his wife, to the Centreville National Bank of Maryland	$24,760.98
With earned interest through April 5, 1978	1,024.82
Late charges	67.15
	TOTAL: $25,892.95
per diem interest rate of $6.79	

STATE OF MARYLAND)
) To Wit:
QUEEN ANNE'S COUNTY)

This is to certify that on this 29th day of May, 1978, 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 amended statement of mortgage indebtedness due by Claude Dwight Boyce and Donna Lee Boyce, his wife, under the above described mortgage note is true to the best of his knowledge and belief, and there is no credit due thereon, except as shown, nor any security therefore except the said mortgage.

QUEEN ANNE'S CO., Md. BEVERLY M. RINGGOLD NOTARY PUBLIC

Beverly M. Ringgold
Notary Public
My Commission Expires: July 1, 1978

Eq. 6# 92

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 Twenty-Five Thousand Dollars ($25,000.00), 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 first day of June , 1978;

WHEREAS, the above bounded principal, by virtue of the power contained in the mortgage from Claude Dwight Boyce and Donna Lee Boyce, his wife, to The Centreville National Bank of Maryland, dated June 10, 1977, and recorded among the land records of Queen Anne's County, State of Maryland, in Liber C.W.C. No. 121, folio 252, 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 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

Jonathan A. Holger

David C. Bryan (SEAL)
David C. Bryan, Assignee

RECEIVED
CLERK. CIRCUIT COURT
1978 JUN -1 AM 9:58
QUEEN ANNE'S COUNTY

HARTFORD ACCIDENT AND INDEMNITY COMPANY

By: W. M. Freestate
Attorney in fact

ATTEST:

Jeanie G. Edwards

SURETY APPROVED AND BOND FILED ON 6-1-78

Certified copy of Power of Attorney attached

LIBER 10 PAGE 655 LIBER 2 PAGE 214

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 214, 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 June, Nineteen Hundred and Seventy-eight.

Charles W. Cecil

Clerk of the Circuit Court for
Queen Anne's County

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Assignee vs. CLAUDE DWIGHT BOYCE and DONNA LEE BOYCE, his wife RD 2, Box 509 Chestertown, MD 21620	*	In the Circuit Court for Queen Anne's County In Equity Chancery No. 6192

AFFIDAVIT

I HEREBY CERTIFY, that on this 12th day of June, 1978, 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 notice of the time, place and terms of sale in this cause was duly sent by registered mail to Claude Dwight Boyce and Donna Lee Boyce, his wife, at their last known address, as prescribed by Rule W74 (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

RECEIVED
CLERK, CIRCUIT COURT
1978 JUN 13 AM 9:09
QUEEN ANNE'S COUNTY

LIBER 10 PAGE 658 Chy. 6192

RECEIVED
CLERK, CIRCUIT COURT
1978 JUN 13 AM 9:08
QUEEN ANNE'S COUNTY

June 8, 1978

Mr. Claude Dwight Boyce
Mrs. Donna Lee Boyce
RD 2, Box 509
Chestertown, Maryland 21620

Re: That property within the town limits of Church Hill, Maryland and formerly known as "The Property of Horace Holden and Bessie Holden, his wife."

Dear Mr. and Mrs. Boyce:

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 cancelled at any time prior to the proposed sale by paying the monies due The Centreville National Bank of Maryland, plus the costs and commissions as prescribed by law.

Very truly yours,

David C. Bryan

DCB/jh
Enclosures

REGISTERED MAIL
RETURN RECEIPT REQUESTED

$3.60

REGISTERED NO. 539 POSTMARK OF

Value	$100.00	Special Delivery	$
Reg. Fee	$ 3.00	Return Receipt	$ .45
Handling Charge	$	Restricted Delivery	$
Postage	$ .15	☐ AIRMAIL	
POSTMASTER (By)	PHC		

CENTREVILLE JUN 8 1978 MD MAILING OFFICE

FROM David Bryan
B-418
21617

TO Claude + Donna Boyce
Rt 2 Box 509
Chestertown Md 21620

☆ GPO: 1976—599-283

PS Form 3811, Nov. 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 .....25¢
- ☐ Show to whom, date, & address of delivery .....45¢
- ☐ RESTRICTED DELIVERY. Show to whom and date delivered .....85¢
- ☐ RESTRICTED DELIVERY. Show to whom, date, and address of delivery ..$1.05

(Fees shown are in addition to postage charges and other fees).

2. ARTICLE ADDRESSED TO:
Claude Dwight Boyce
Donna Lee Boyce
RD 2, Box 509 Chestertown, Md 21620

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
539		

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4. DATE OF DELIVERY 6/9/78 POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS JTH

☆ GOP: 1976—O-203-456

DOCUMENT NO. 88919

LIBER 121 PAGE 252

This Mortgage, made this 10th day of June, 19 77, by and between

CLAUDE DWIGHT BOYCE and DONNA LEE BOYCE, his wife, party of the first part, hereinafter referred to as MORTGAGOR, and THE CENTREVILLE NATIONAL BANK OF MARYLAND, a body corporate of the State of Maryland, party of the second part, hereinafter referred to as MORTGAGEE.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporeaneous herewith, evidenced by a promissory note of even date herewith in the principal sum of TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) payable, with interest thereon from the date hereof at the rate of ten per centum (10%) per annum on the unpaid principal until paid, at the designated office of the holder, in the manner following:

Said indebtedness and the interest to accrue thereon shall be paid in 180 equal, consecutive, monthly installments of $268.66 each, including interest, commencing on the 10th day of July, 1977, and thereafter on the 10th 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, its successors and assigns, in fee simple, the following described real estate, to wit:

ALL that lot or parcel of land, improved by a frame dwelling house, called or known as "The Property of Horace Holden and Bessie Holden, his wife," and also called and known as "Lot Number 2 of the Carrie A. Skinner Property" situate, lying and being in the Second Election District of Queen Anne's County in the State of Maryland on the east side of the State Road leading from Church Hill to Chestertown, bounded on the north by the property of Josephine H. Holden (formerly of William A. Jackson), on the east by the property of Leon Massey, on the south by the property of The Church Hill Lumber Company, and on the west by said State Road and contained within the following metes and bounds, courses and distance, to wit:

BEGINNING for the same at a point on the easterly side of said State Road at the northeast corner of the said land of The Church Hill Lumber Company and running thence with the easterly line of said State Road North 36 degrees 57 minutes east 73.6 feet to the northwest corner of the land of Josephone H. Holden above mentioned, thence with the line of the land last mentioned South 52 degrees 03 minutes east, 219.7 feet to the line of the land of Leon Massey; thence with the line of the land last mentioned South 43 degrees west, 71.7 feet to the southwest corner of said land of The Church Hill Lumber Company above mentioned; thence with the line of the last mentioned land North 53 degrees 03 minutes west, 212 feet to the place of beginning; and containing 0.360 acres of land, more or less, according to a survey made in the year 1941 by J. B. Metcalfe, Surveyor.

BEING the same and all the land granted and conveyed unto Claude Dwight Boyce and Donna Lee Boyce, his wife, by Deed dated March 22, 1976, and recorded among the land Records of Queen Anne's County in Liber CWC No. 102, folio 712, from W. Frederick Coursey.

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 (10%) 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 bereby 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 $250.00 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 hercin, (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:

John T. Clark, III — Claude Dwight Boyce (SEAL)

John T. Clark, III — Donna Lee Boyce (SEAL)

RECEIVED
CLERK, CIRCUIT COURT
1977 JUN 13 AM 9:11
QUEEN ANNE'S COUNTY

(SEAL)

(SEAL)

JUN 13-77 * 22211 *****90.50
JUN 13-77 A 22211 *****82.50
JUN 13-77 A 22210 ******8.00

STATE OF MARYLAND
COUNTY OF Queen Anne's

On this the 10 day of June, 1977, before me, *Katherine C. O'Neal, the undersigned officer, personally appeared Claude Dwight Boyce and Donna Lee Boyce, his wife, known to me to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained, and at the same time appeared J. O. Pippin, Jr., President, The Centreville National Bank of Maryland and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth. *(and that he is the duly authorized agent of the within named Mortgagee to make this affidavit.)* and that the amount of the loan which said mortgage has been given to secure was paid over and disbursed by the Mortgagee to the Mortgagor at a time no later than the final and complete 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: 7/1/78

DOCUMENT NO. 93 355 LIBER 135 PAGE 504

No RECEIVED
Re CLERK, CIRCUIT COURT RECEIVED FOR RECORD

1978 MAY 29 AM 10: 17

QUEEN ANNE'S COUNTY

Assignment

MAY 29-78 * 25001 ******5.00
MAY 29-78 A 25001 ******5.00

OF MORTGAGE FROM Claude Dwight Boyce and Donna Lee Boyce, his wife

TO The Centreville National Bank of Maryland AS RECORDED IN

LIBER CWC NO. 121 FOLIO 252

MAIL TO To Be Placed in Chy. 6192

FOR VALUE RECEIVED, The Centreville National Bank of Maryland hereby assigns the within and aforegoing mortgage to David C. Bryan for the purpose of collection by foreclosure or otherwise.

WITNESS, The hand of J. O. Pippin, Jr., its President, and its corporate seal attested by J. Robert Barton, its Vice President, this 25th day of May, 1978.

THE CENTREVILLE NATIONAL BANK OF MARYLAND

By J. O. Pippin, Jr., President

Attest: J. Robert Barton
J. Robert Barton
Vice President

88, 919

MORTGAGE

FROM

CLAUDE DWIGHT BOYCE and
DONNA LEE BOYCE, his wife

TO

THE CENTREVILLE NATIONAL
BANK OF MARYLAND
Centreville, MD 21617

Received for record this 13th day of June 1977, and recorded in Liber CWC No. 121 folio 252 a Land Record Book of Queen Anne's County.

Recording fee $ 5.00
Recordation Tax Stamp $ 85.50
Total $ 90.50

Clerk

LIBER 10 PAGE 661

[LIBER 10 PAGE 662 [

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Assignee	*	In the Circuit Court for Queen Anne's County
vs.	*	In Equity
CLAUDE DWIGHT BOYCE and DONNA LEE BOYCE, his wife RD 2, Box 509 Chestertown, MD 21620	*	Chancery No. 6192

PETITION FOR APPOINTMENT
OF RECEIVER

The Petition of David C. Bryan, Assignee in the above titled case respectfully shows:

1. This cause was filed on May 29, 1978 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 (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 to account therefore as the Court may direct."

3. The bond required in this proceeding was filed on June 1, 1978.

4. The Petitioner is advised that the property described in said mortgage was rented by the defendant to John Wesley Larrimore.

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.

David C. Bryan
David C. Bryan, Assignee

I hereby certify that on this 16th day of June, 1978, I mailed a copy of the aforegoing Petition For Appointment of Receiver and Order of Court to Claude Dwight Boyce and Donna Lee Boyce, his wife, defendants at RD 2, Box 509, Chestertown, Maryland, 21620.

David C. Bryan
David C. Bryan, Assignee

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QUEEN ANNE'S COUNTY

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Assignee	*	In the Circuit Court for Queen Anne's County
vs.	*	In Equity
CLAUDE DWIGHT BOYCE and DONNA LEE BOYCE, his wife RD 2, Box 509 Chestertown, MD 21620	*	Chancery No. 6192

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 (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 the premises and account therefore as the Court may direct, it is this 20th day of June, 1978, by the Circuit Court for Queen Anne's County, in Equity,

ORDERED that David C. Bryan be and he is hereby appointed receiver to collect the rents, issues and profits of the premises referred to in the Mortgage from Claude Dwight Boyce and Donna Lee Boyce, his wife, to The Centreville National Bank of Maryland, recorded among the Land Records of Queen Anne's County, in Liber C.W.C. No. 121, folio 252, and filed in this proceeding; and

FURTHER ORDERED that all persons claiming any leasehold 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.

B Hackett Turner Jr.
JUDGE

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1978 JUN 20 PM 1:57
QUEEN ANNE'S COUNTY

LIBER 10 FOLIO 664

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Assignee	*	In the Circuit Court for Queen Anne's County
vs.	*	In Equity
CLAUDE DWIGHT BOYCE and DONNA LEE BOYCE, his wife RD 2, Tox 509 Chestertown, MD 21620	*	Chancery No. 6192

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of David C. Bryan, Assignee of the Mortgage from Claude Dwight Boyce and Donna Lee Boyce, his wife, to The Centreville National Bank of Maryland, dated June 10, 1977. and recorded among the land records of Queen Anne's County, State of Maryland, in Liber C.W.C. No. 121, folio 252, 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, 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 Twenty-Five Thousand Dollars ($25,000.00) 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 more than twenty (20) days prior to sale, and the last such publication 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 Court House Door in the Town of Centreville, Queen Anne's County, State of Maryland, at the hour of 10:00 o'clock a.m., Eastern Time on June 23, 1978, and after having the auctioneer cry the sale for a considerable length of time, and after reading the advertisement of sale, did sell all that lot, parcel or tract of land, together with the improvements thereon, situate, lying and being in the Second Election District, Queen Anne's County, State of Maryland, and more particularly described in the above mentioned mortgage, and Advertisement of Sale unto The Centreville National Bank of Maryland, it being then and there the highest bidder therefore, at and for the sum of Thirteen Thousand Dollars ($13,000.00).

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QUEEN ANNE'S COUNTY

The purchaser is the mortgagee and the undersigned 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 Thirteen Thousand Dollars ($13,000.00).

Respectfully submitted

David C. Bryan, Assignee

STATE OF MARYLAND)
) To Wit:
QUEEN ANNE'S COUNTY)

I HEREBY CERTIFY, that on this 23rd day of June, 1978, before me, the subscriber, personally appeared David C. Bryan, Assignee, 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, information and belief and that the sale was fairly made.

And further made oath as aforesaid that there has been no change in the matters and facts set forth in the affidavit as to the military service filed in this cause on May 28, 1978, 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
My Commission Expires: July 1, 1978

LIBER 10 PAGE 666

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Assignee	*	In the Circuit Court for Queen Anne's County
vs.	*	In Equity
CLAUDE DWIGHT BOYCE and DONNA LEE BOYCE, his wife RD 2, Box 509 Chestertown, MD 21620	*	Chancery No. 6192

AFFIDAVIT OF PURCHASER

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CLERK, CIRCUIT COURT
1978 JUN 23 PM 2:35
QUEEN ANNE'S COUNTY

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

I HEREBY CERTIFY, that on this 23rd day of June, 1978, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared

James O. Pippin, Jr.

purchaser at the foreclosure sale of this cause and being duly authorized so to do, made oath in due form of law that purchased all that lot, parcel or tract of land with improvements, described in the Advertisement of Sale in this cause, [illegible], as agent for

The Centreville National Bank of Maryland

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 Horace and Bessie Holden property in Church Hill, Maryland, now owned by Claude Boyce and wife.

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

In front of the Court House door in the Town of Centreville, Queen Anne's County, Maryland, on June 23, 1978, beginning at the hour of 10:00 A.M., Eastern Time, unto THE CENTREVILLE NATIONAL BANK OF MARYLAND at and for the sum of THIRTEEN THOUSAND DOLLARS ($13,000.00)

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1978 JUN 23 PM 2:35
QUEEN ANNE'S COUNTY

Joseph A. Jackson, Jr.
Auctioneer

LIBER 10 PAGE 668

June 23 ..... 19.78

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CLERK. CIRCUIT COURT
1978 JUN 23 PM 2:33
QUEEN ANNE'S COUNTY

THIS IS TO CERTIFY, That the annexed Donna Lee Boyce & Attorney's Sale, Claude D. Boyce 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 22 day of June 19 78

BAY PUBLISHING CORPORATION
Publishers

By Phyllis Lee Welch

Attorney's Sale of Valuable Fee Simple Real Estate

Residence In Church Hill

Under and by virtue of the power of sale contained in a mortgage from Claude Dwight Boyce and Donna Lee Boyce, his wife, to The Centreville National Bank of Maryland, dated June 10, 1977, and recorded among the land records of Queen Anne's County, State of Maryland, in Liber C.W.C. No. 121, folio 252; default having occurred 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 10:00 o'clock a.m., Eastern Time, on:

Friday, June 23, 1978

The following described real estate, to wit:

ALL that lot or parcel of land, improved by a frame dwelling house, called or known as "The Property of Horace Holden and Bessie Holden, his wife," and also called and known as "Lot Number 2 of the Carrie A. Skinner Property" situate, lying and being in the Second Election District of Queen Anne's County in the State of Maryland on the east side of the State Road leading from Church Hill to Chestertown, bounded on the north by the property of Josephine H. Holden (formerly of William A. Jackson), on the east by the property of Leon Massey, on the south by the property of The Church Hill Lumber Company, and on the west by said State Road and contained within the following metes and bounds, courses and distance, to wit:

BEGINNING for the same at a point on the easterly side of said State Road at the northeast corner of the said land of The Church Hill Lumber Company and running thence with the easterly line of said State Road North 36 degrees 57 minutes east 73.6 feet to the northwest corner of the land of Josephine H. Holden above mentioned, thence with the line of the land last mentioned South 52 degrees 03 minutes east, 219.7 feet to the line of the land of Leon Massey; thence with the line of the land last mentioned South 43 degrees west, 71.7 feet to the southwest corner of said land of The Church Hill Lumber Company above mentioned; thence with the line of last mentioned land North North 53 degrees 03 minutes west, 212 feet to the place of beginning; and containing 0.360 acres of land, more or less, according to a survey made in the year 1941 by J.B. Metcalfe, Surveyor.

BEING the same and all the land granted and conveyed unto Claude Dwight Boyce and Donna Lee Boyce, his wife, by Deed dated March 22, 1976, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 102, folio 712, from W. Frederick Coursey.

IMPROVEMENTS: Two story frame dwelling with two bedrooms and a bath upstairs; a dining room, kitchen, fully enclosed side porch, bathroom, large panelled living room downstairs; electric baseboard heat and outbuildings.

This conveniently located home is within the Church Hill town limits and, for those families with children, school is within an easy walk from home.

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 ten per cent (10%) from the day of sale to the 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 papers, documentary stamps, transfer tax and notary fees to be paid by the purchaser(s).

INSPECTION: The property may be inspected by contacting the undersigned attorney.

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
Address: 111 Lawyers Row, Centreville, Md. 21617
Telephone: 1-301-758-1643
Joseph A. Jackson, Jr.
Auctioneer

5-31-4-R.O.

ORDER NISI ON SALE

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

Cause No. 6192

ORDERED, this 23rd day of June, 19 78, 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 24th day of July, 19 78, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 17th day of July, 19 78.

The report states the amount of sales to be $ 13,000.00.

Charles W. Cecil Clerk

Filed June 23, 1978

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Assignee	*	In the Circuit Court for Queen Anne's County
vs.	*	In Equity
CLAUDE DWIGHT BOYCE and DONNA LEE BOYCE, his wife RD 2, Box 509 Chestertown, MD 21620	*	Chancery No. 6192

PETITION FOR APPOINTMENT
OF RECEIVER

The Petition of David C. Bryan, Assignee in the above titled case respectfully shows:

1. This cause was filed on May 29, 1978 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 (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 to account therefore as the Court may direct."

3. The bond required in this proceeding was filed on June 1, 1978.

4. The Petitioner is advised that the property described in said mortgage was rented by the defendant to John Wesley Larrimore.

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.

David C. Bryan, Assignee

I hereby certify that on this 16th day of June, 1978, I mailed a copy of the aforegoing Petition For Appointment of Receiver and Order of Court to Claude Dwight Boyce and Donna Lee Boyce, his wife, defendants at RD 2, Box 509, Chestertown, Maryland, 21620.

David C. Bryan, Assignee

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QUEEN ANNE'S COUNTY

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QUEEN ANNE'S COUNTY

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Assignee	*	In the Circuit Court for Queen Anne's County
vs.	*	In Equity
CLAUDE DWIGHT BOYCE and DONNA LEE BOYCE, his wife RD 2, Box 509 Chestertown, MD 21620	*	Chancery No. 6192

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 (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 the premises, and account therefore as the Court may direct, it is this 20th day of June, 1978, by the Circuit Court for Queen Anne's County, in Equity,

ORDERED that David C. Bryan be and he is hereby appointed receiver to collect the rents, issues and profits of the premises referred to in the Mortgage from Claude Dwight Boyce and Donna Lee Boyce, his wife, to The Centreville National Bank of Maryland, recorded among the Land Records of Queen Anne's County, in Liber C.W.C. No. 121, folio 252, and filed in this proceeding; and

FURTHER ORDERED that all persons claiming any leasehold 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.

B Hackett Turner Jr.
JUDGE

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1978 JUN 20 PM 1:57
QUEEN ANNE'S COUNTY

TRUE COPY, TEST:
CHARLES W. CECIL, CLERK
BY: Betty M. Comegys
DEPUTY CLERK

Chy. No. 6192

DAVID C. BRYAN, Assignee

vs.

CLAUDE DWIGHT BOYCE and
DONNA LEE BOYCE, his wife

PETITION FOR APPOINTMENT OF RECEIVER AND ORDER OF COURT

To Be Served on:

JOHN WESLEY LARRIMORE
Church Hill, Maryland

on right hand side between
Church Hill Lumber Co. and
Chance's Store

COPY TO BE RETURNED

Petition For Appointment Of Receiver served on John Wesley Larrimore and copy of same left with him this 27th day of June 1978.

LIBER 10 PAGE 671

George B. Sharp P.C.
Sheriff

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Assignee	*	In the Citcuit Court for Queen Anne's County
vs.	*	
CLAUDE DWIGHT BOYCE and DONNA LEE BOYCE, his wife RD 2, Box 509 Chestertown, Maryland 21620	*	In Equity Chancery No. 6192

PETITION FOR ORDER TO PASS NEW ORDER NISI

David C. Bryan, Assignee of the mortgage filed in this proceeding, respectfully shows:

1. He made and reported sale of the mortgaged premises on June 23, 1978.

2. On that date, the Clerk of this Court issued the Order Nisi required by Maryland Rule BR6 b 2, but failed to begin the Order Nisi with a caption as required by Maryland Rules, Form 9, and Second Circuit Rules, Form 2

3. It is now impossible to publish within the time required by law.

WHEREFORE, he moves that this Court direct the Clerk to issue a new Order Nisi on the sale made herein.

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QUEEN ANNE'S COUNTY

David C. Bryan

ORDER

The foregoing Motion having been read and considered, it is this 28 day of July, 1978, 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

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QUEEN ANNE'S COUNTY

ORDER NISI ON SALE

DAVID C. BRYAN, Assignee

vs.

CLAUDE DWIGHT BOYCE and
DONNA LEE BOYCE, his wife

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

Cause No. 6192

ORDERED, this 28th day of July, 19 78, 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 28th day of August, 1978, 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 21st day of August, 1978.

The report states the amount of sales to be $ 13,000.00.

Charles W. Cecil Clerk

Filed July 28, 1978

October 2 ..... 19 78

THIS IS TO CERTIFY, That the annexed Oerder Nisi Case No. 6192 ..... 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 ...17..... day of August ..... 19.78.

BAY PUBLISHING CORPORATION
Publishers

By Phyllis Welch

ORDER NISI ON SALE
DAVID C. BRYAN, Assignee
vs.
CLAUDE DWIGHT BOYCE and
DONNA LEE BOYCE, his wife
In the Circuit Court for Queen Anne's County
In Equity
Cause No. 6192

ORDERED, this 28th day of July, 1978, 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 28th day of August, 1978, 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 21st day of August, 1978.

The report states the amount of sales to be $13,000.00.

Charles W. Cecil, Clerk

Filed: July 28, 1978
True Copy, Test:
Charles W. Cecil, Clerk
By: Betty M. Comegys, Deputy Clerk

8-2-3-R.O.

RECEIVED
CLERK, CIRCUIT COURT
1978 OCT -4 AM 8:53
QUEEN ANNE'S COUNTY

LIBER 10 PAGE 673

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Assignee	*	In the Circuit Court for Queen Anne's County
vs.	*	In Equity
CLAUDE DWIGHT BOYCE and DONNA LEE BOYCE, his wife RD 2, Box 509 Chestertown, Maryland 21620	*	Chancery No. 6192

FINAL ORDER OF RATIFICATION OF SALE

It is ORDERED, this 5th day of October, 1978 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

RECEIVED
CLERK, CIRCUIT COURT
1978 OCT -5 PM 3:55
QUEEN ANNE'S COUNTY

DAVID C. BRYAN 111 Lawyers Row Centreville, MD 21617 Assignee	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	QUEEN ANNE'S COUNTY
CLAUDE DWIGHT BOYCE and DONNA LEE BOYCE, his wife RD 2, Box 509 Chestertown, MD 21620	*	IN EQUITY Chancery No. 6192

* * * * * * * * * * * * * *

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, wherein it appears that the proceeds of sale are insufficient to pay the indebtedness; the deficiency being in the amount of $15,143.50.

2. That in the within account of David C. Bryan, Assignee in the sale of land, charged with the proceeds of sale made by him, and he is allowed his commissions for sale of land, his fee for mortgage, the court costs paid in this cause, the court costs due in this cause, the premium on the bond, the costs paid for advertising said sale and Order Nisi, the fee due the auctioneer for crying said sale, the State and County taxes paid in this cause, the fee of your Auditor due in this cause, and the balance was credited toward the mortgage indebtedness.

Respectfully submitted,

December 21, 1978

J. Thomas Clark

J. Thomas Clark, Auditor

RECEIVED
CLERK, CIRCUIT COURT
1978 DEC 21 PM 4:01
QUEEN ANNE'S COUNTY

CAUSE NO. 6192

The proceeds of sale of land reported in this cause in account with David C. Bryan, Assignee, and vendor of said land.

DR.

1978			
June 23	By proceeds of sale of land, per reports of said vendor, to wit----------		$13,000.00
	Rents received by David C. Brayn, receiver per Order of Court dated June 20, 1978, by John Larrimore tenant:		
	June 23, 1978	$16.50	
	July 3, 1978	16.50	
	July 17, 1978	16.50	
	July 31, 1978	33.00	
	Aug. 14, 1978	16.50	
	Aug. 21, 1978	33.00	
	Aug. 28, 1978	16.50	
	Sep. 11, 1978	33.00	
	Sep. 29, 1978	49.50	
	Oct. 9, 1978	16.50	
	Oct. 13, 1978	16.50	
	Oct. 20, 1978	16.50	
	Oct. 20, 1978	16.50	
	Nov. 6, 1978	33.00	
	Nov. 20, 1978	16.50	346.50
			$13,346.50

CR.

To David C. Bryan, Assignee for		
1. counsel fee for mtg.	250.00	
2. commissions on sale	800.00	$1,050.00
To do for an amount paid Charles W. Cecil, Clerk		
1. initial filing fee	40.00	
2. recording assignment	5.00	45.00
To do for an amount due Charles W. Cecil, Clerk		
1. Appearance fee	10.00	
2. Clerk's additional	82.00	
3. Sheriff's fee	5.00	97.00
To do for an amount paid Queen Anne's Record-Observer for		
1. Advertising sale	189.00	
2. Order Nisi (2 times)	68.25	257.25
To do for an amount due W. M. Freestate Agency for bond premium		100.00
To do for an amount paid Oscar A. Schulz, Treasurer for taxes 1978-79		123.64

December 21, 1978

Auditor

To do for an amount due Joseph A. Jackson, Jr., Auctioneer, for crying said sale		25.00	
To do for an amount due David C. Bryan for registered mail		3.50	
To do for an amount due Beverly M. Ringgold, for Notary Fees in this cause		4.00	
To do for an amount due J. Thomas Clark, Auditor for			
1. stating this account	45.00		
2. notifying parties	10.00	55.00	
To do for an amount due The Centreville National Bank of Maryland for partial payment of mortgage indebtedness on the total amount of $26,729.61, being the principal of $24,760.98 plus interest through 8/22/78 in the amount of $1,968.63		11,586.11	
		$13,346.50	$13,346.50

December 21, 1978

J. Thomas Clark
Auditor

David C. Bryan
111 Lawyers Row
Centreville, MD 21617
Assignee

vs.

CLAUDE DWIGHT BOYCE and
DONNA LEE BOYCE, his wife
RD 2, Box 509
Chestertown, MD 21620

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

Chancery No. 6192

* * * * * * * * * * * * * *

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on December 21, 1978, 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 of this cause, to wit:

David C. Bryan, Esquire
111 Lawyers Row
Centreville, MD 21617

Claude Dwight Boyce and
Donna Lee Boyce
RD 2, Box 509
Chestertown, MD 21620

The Centreville National
Bank of Maryland
Centreville, MD 21617

Pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify each of them, that said account was filed on December 21, 1978, with the Clerk of the Court, Centreville, Maryland, and the exceptions to said audit must be filed on or before January 5, 1979, and if no exceptions are filed within such fifteen-day period, the account may thereupon be ratified on January 8, 1979.

J. Thomas Clark, Auditor

RECEIVED
CLERK. CIRCUIT COURT
1978 DEC 21 PM 4:01
QUEEN ANNE'S COUNTY

DAVID C. BRYAN, Assignee

vs.

CLAUDE DWIGHT BOYCE, et al.

*
*
*
*
*
*

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

No. 6192

NISI RATIFICATION OF AUDIT

ORDERED this 21st day of December, 1978, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 8th day of January, 1979, 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.

Marguerite H. Makin Clerk

Filed Dec. 21, 1978

LIBER 10 PAGE 680

DAVID C. BRYAN, Assignee	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6192
	*	
DLAUDE DWIGHT BOYCE, et al.	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 8th day of January, 19 79, 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.

Marguerite H. Mankin Clerk

Filed January 8, 1979

E-116--1M--3-71.

PETITION FOR SALE OF PROPERTY

Admiral-Builders Savings and Loan Assn.
7699 Harford Road
Baltimore, Maryland 21234

Vs.

Colony Construction Corporation
155 Magothy Bridge Road
Pasadena, Maryland 21122

Docket_____ Folio_____
Case No. 6174
Filed _____

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY, IN EQUITY

To the Honorable, the Judge of said Court:

MAY -5-78 * 24123 ****40.00
MAY -5-78 A 924123 ****40.00

The petition of the plaintiff respectfully represents

That on the 11th day of April, 1977, A.D. the defendant Executed and delivered to Admiral-Builders Savings and Loan Association a mortgage upon certain fee simple property in Queen Anne's County therein described, to secure the payment of the mortgage debt of $70,400 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 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.

And whereas, a default has occurred in said Mortgage.

RECEIVED
CLERK, CIRCUIT COURT
1978 MAY -5 AM 10:41
QUEEN ANNE'S COUNTY

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.

Robert J. Neubauer

Robert J. Neubauer
Attorney for Plaintiff
410 Keyser Building
Calvert and Redwood Streets
Baltimore, Maryland 21202
Telephone: 301-727-3133

DOCUMENT NO. 87,896 LIBER 10 PAGE 682

THIS PURCHASE MONEY MORTGAGE, Made this 11th day of April, in the year one thousand nine hundred and seventy-seven, between COLONY CONSTRUCTION CORPORATION, a body corporate of the State of Maryland, ---------- whose post office address is 650 Ritchie Highway, Severna Park, Maryland 21146, ----------

Mortgagor, and ADMIRAL-BUILDERS SAVINGS & LOAN ASSOCIATION, a body corporate, duly incorporated, whose post office address is 7619A Harford Road, Baltimore, Maryland 21234, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of SEVENTY THOUSAND FOUR HUNDRED AND 00/100 ---------- Dollars, ($70,400.00 ----------), receipt of which is hereby acknowledged by the Mortgagor, 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 the following manner:

WHEREAS, said Mortgagor being so justly indebted unto said Mortgagee for said advance, the said Mortgagor does hereby covenant to repay the same unto the Mortgagee or its assigns, together with interest thereon accounting from the date hereof until fully paid; interest shall be charged at a rate equal to the prime rate of interest charged to the Mortgagee by the Maryland National Bank as the same exists on the date hereof, and as the same hereafter exists on the first day of each succeeding month hereafter during the term hereof, computed on a daily basis plus two (2%) per cent per annum; provided however, that the rate of interest charged herein shall never be less then nine & one-half (9 1/2%) per cent per annum. Said interest shall be payable in quarterly installments commencing on the 1st day of June, 1977; the principal sum due hereunder together with interest computed as hereinbefore set forth, if not sooner paid shall be fully due and payable six (6) months from the date hereof. **

MORTGAGOR expressly represents and warrants that the loan to be secured by this Mortgage is being obtained for the sole purpose of a business or commercial investment within the meaning of Section 1 (7) of Chapter 453 of the Acts of Maryland, 1968, and Mortgagor further warrants that all loan proceeds will be used for said business or commercial investment purpose.

The due execution of this Mortgage having been a condition precendent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar ($1.00), the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all lot(s) of ground situate and lying in Queen Anne's County ----------, State of Maryland, and described as follows:

BEGINNING for the first and being known and designated as Lot No. 25, as shown on the Plat entitled, "Queen Anne Acres", which Plat is recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 39, folio 126 and in Plat Book C.W.C. No. 1, folio 29.

BEGINNING for the second and being known and designated as Lot No. 31, as shown on the Plat entitled, "Queen Anne Acres", which Plat is recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 39, folio 126 and in Plat Book C.W.C. No. 1, folio 29.

BEING the same lots or parcels of ground as described in a Deed of even date herewith and recorded or intended to be recorded among the Land Records of Queen Anne's County prior hereto from Bertram L. Parr and Anne S. Parr, his wife to the Mortgagor herein.

TOGETHER with the right of ingress and egress over that strip of land eight (8) feet wide, more or less, intervening between the lots herein described and Bennett Point Road as shown on Plat of Queen Anne Acres in Plat Book C.W.C. No. 1, folio 29, and Bennett Point Road.

** Provided, however, that the Mortgagor herein shall be entitled to extend this Mortgage for an additional period of six (6) months in which case interest shall be payable quarterly as referred to herein at the rate of 13 1/2% per annum, said interest at the rate of 13 1/2% per annum plus outstanding principal shall be fully due and payable twelve (12) months from the date hereof.

ADMIRAL-BUILDERS SAVINGS & LOAN ASSOCIATION, the Secured Party, signs this instrument to comply with the Uniform Commercial Code, Article 95-B of the Annotated Code of Maryland.

PETITIONER'S EXHIBIT NO. 1

ADMIRAL-BUILDERS SAVINGS & LOAN ASSOCIATION

BY: Robert J. Neubauer
Robert J. Neubauer

LIBER 117 PAGE 671

AND WHEREAS, this Mortgage shall also secure future advances as presently provided for under Article 21 of the Annotated Code of Maryland or any supplements, amendments or additions thereto.

TOGETHER with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, **in fee simple.**

MORTGAGOR covenants and agrees that it shall be deemed an event of default under this Mortgage if any of the terms and conditions of any Building Loan Agreement executed in connectic with this loan is not fully complied with as to all of its terms.

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) 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 covenants and agrees to pay, in addition thereto when legally due and payable, all taxes, water rent, ground rent (if any), mortgage guarantee and hazard insurance premiums, public dues and assessments of every kind whatsoever, including metropolitan district charges, condominium and community association charges, and any other charges levied or assessed for which the property hereby mortgaged may become liable and to exhibit to the Mortgagee receipts for such payment prior to the date they would become delinquent, overdue or in arrears; failure to pay any of the aforementioned charges when legally due shall constitute a default hereunder and at the option of the Mortgagee, its successors and assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may without notice to the Mortgagor institute proceedings to foreclose this mortgage. Notwithstanding anything to the contrary, Mortgagee, its successors and assigns, in the event the Mortgagor fails to pay any of the aforementioned charges when legally due, may at its option 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 hereinabove specified from the date of said payment and the said Mortgagee, its successors and 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 additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for foreclosure of the same; (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 windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors and assigns, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee, its successors or assigns, to the extent necessary to protect its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; (4) to pay all ground rent, taxes, water rent, insurance, public dues and assessments, condominium and community association charges of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (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, 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 (30) 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; (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 and profits of said premises 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 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 shall immediately become due and owing as herein provided; (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 installment, as herein provided, shall have continued for thirty (30) days, or after default in the performance of any of the afore-

going covenants or conditions for thirty (30) days; (9) to pay a late charge not to exceed the greater of Two Dollars ($2.00) or five per cent (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; (10) in the event that this mortgage is granted to the Mortgagor on the condition and understanding that there shall be carried mortgage guaranty insurance from the Mortgage Guaranty Insurance Corporation, or such other mortgage guaranty insurer that Mortgagee may select, it is agreed that Mortgagee may, at any time during the mortgage term, and in its discretion, apply for and purchase such mortgage guaranty insurance and may apply for renewal of such mortgage guaranty insurance coverage 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, 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.

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 consents that a decree may be passed for the sale of said property (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided) under the provisions of Article 21 of the Annotated Code of Maryland, or any supplements, amendments or additions thereto, or this mortgage may be foreclosed by the said Mortgagee, its successors or assigns, or by its duly constituted Attorney or Agent, under any other General or Local Law or Rule of the State of Maryland relating to Mortgages; and upon sale of said property under the powers herein granted, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of $ **704.00** ---------- and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the City or County aforesaid; (2) To the payment of all claims of said Mortgagee, its successors or assigns, under this Mortgage, whether the same shall have matured or not, including interest thereon until final ratification of the auditor's account, and (3) The surplus (if any there be), to the said Mortgagor, his personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions, all attorneys fees and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

THE said Mortgagor covenants that he will warrant specially the property hereby mortgaged, and that he will execute such further assurances as may be requisite. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the **corporate seal** of the said Mortgagor, and the signature of its **President** the day and year first herein written.

WITNESS: **COLONY CONSTRUCTION CORPORATION**

Maryann Piezonki — By: W. Dudley Dixon (SEAL)
Maryann Piezonki — W. Dudley Dixon, President

(SEAL)

(SEAL)

RECEIVED FOR RECORD & RECORDED IN LIBER NO. 222 FOLIO 677 etc
1977 APR 12 AM 11: 21
RECORD FOR QUEEN ANNE'S CO., MD.
CHARLES W. CECIL, CLERK

(SEAL)

APR 12-77 * 29262 ****177.80
APR 12-77 A 29262 ****168.30
APR 12-77 A 29261 ******9.50

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 11th day of **April**, 19**77**, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared **W. Dudley Dixon**, **President of Colony Construction Corporation**, ---------- Mortgagor(s) named in the foregoing Mortgage, and acknowledged the same to be **his corporate act.**

At the same time also appeared ROBERT J. NEUBAUER, Agent of ADMIRAL-BUILDERS SAVINGS & LOAN ASSOCIATION, the within named Mortgagee, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth; that the loan sum secured hereby has been paid over and disbursed by the within named Mortgagee unto the within named Mortgagor or the person responsible for the disbursement of funds in the closing transaction or their respective agent at a time no later than the execution and delivery of this mortgage by the Mortgagor; and he further made oath that he is the agent of ADMIRAL-BUILDERS SAVINGS & LOAN ASSOCIATION, and as such duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

Maryann Piezonki
Maryann Piezonki — Notary Public

MARYANN PIEZONKI NOTARY BALTIMORE CITY, MD.

My Commission Expires: July 1st, 1978.

Chy - 6174

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE, MD. 21203

KNOW ALL MEN BY THESE PRESENTS:

That we, Robert J. Neubauer, 410 Keyser Building, Baltimore, Md. 21202 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 Seventy Thousand, Four Hundred and No/100 - - - - - ($70,400.00) 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 25th day of May in the year of our Lord one thousand nine hundred and seventy-eight

WHEREAS, the above bounden Robert J. Neubauer by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Anne's County has been appointed Trustee to sell certain property

mentioned in the proceedings in the case of Admiral Builders Savings and Loan Association

vs:

Colony Construction Corporation

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Robert J. Neubauer

do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

Robert J. Neubauer (SEAL)

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By L. Pill *As to Surety*

By Mildred E. Scharf, *Attorney-in-Fact*

MD3116a—1M, 12-72 192049
Trustee's Bond

SURETY APPROVED AND BOND FILED ON Jan. 27, 1978

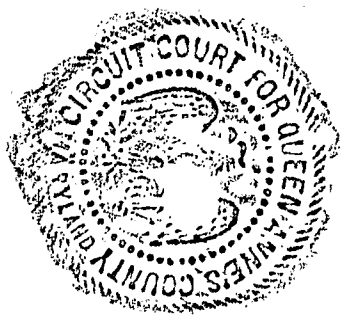
LIBER 2 PAGE 220

Certified copy of Power of Attorney attached

LIBER 10 PAGE 685

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 220, 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 June, Nineteen Hundred and Seventy-eight.

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

E-118—1M—7-66

Admiral-Builders Savings and Loan Assn.
7699 Harford Road
Baltimore, Maryland 21234

VS.

Colony Construction Corporation
155 Magothy Bridge Road
Pasadena, Maryland 21122

IN THE

Circuit Court for QUEEN ANNE'S COUNTY

IN EQUITY

No. 6174

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Admiral-Builders Savings and Loan Association

under the mortgage from Colony Construction Corporation

to Admiral-Builders Savings and Loan Association

dated the 11th day of April, 19 77, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 117 Folio 671

Principal amount of Mortgage:	$70,400.00
1. Unpaid principal balance:	$70,400.00
2. Interest accruing through May 31st, 1978:	4,804.80
3. Late Charge:	118.80
4. Progress Inspections:	487.50
Total Due:	$75,811.10

Note: Per diem interest subsequent to May 31st, 1978: $26.40

Admiral-Builders Savings and Loan Association

By: Walter R. Klohr, Jr., Pres.

STATE OF MARYLAND, COUNTY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 4th day of May in the year nineteen hundred and seventy-eight, before me, the subscriber a Notary Public of the State of Maryland, in and for ~~said~~ County of Howard, personally appeared Walter R. Klohr, Jr., President of Admiral-Builders Savings and Loan Association,

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.

Robert J. Neubauer, Notary Public

LIBER 10 PAGE 687

E-117—2M—7-69.

Decree in Circuit Court for Queen Anne's County

Admiral-Builders Savings and Loan Assn.
7699 Harford Road
Baltimore, Maryland 21234

Vs.

Colony Construction Corporation
155 Magothy Bridge Road
Pasadena, Maryland 21122

DOCKET..... FOLIO.....

CASE NO. 6174

FILED .....

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY, IN EQUITY

.....TERM, 1978

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 8th day of May, in the year nineteen hundred and seventy-eight 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 Robert J. Neubauer 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 Seventy Thousand Four Hundred ($70,400.00) 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 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 $ 3,500.00 or certified check, 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.

B Hackett Turner Jr.
JUDGE

RECEIVED
CLERK, CIRCUIT COURT
1978 MAY -8 PM 2:12
QUEEN ANNE'S COUNTY

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION 7699 Harford Road Baltimore, Maryland 21234 Plaintiff	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
vs.	*	
COLONY CONSTRUCTION CORPORATION 647 Shore Acres Road Arnold, Maryland 21012 Defendant	*	IN EQUITY CASE NO. 6174

* * * * * * * * * * * *

AFFIDAVIT OF NOTICE

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That before me, the subscriber, a Notary Public of the State of Maryland, personally appeared ROBERT J. NEUBAUER, Attorney for the above named Plaintiff, and made oath in due form of law that he has give notice by certified mail to Colony Construction Corporation, Defendant, Mortgagor, at its last known address, of the time, place and terms of sale of the property reported herein, in compliance with Rule W 74 a 2 (c) of the Maryland Rules of Procedure.

Robert J. Neubauer

Robert J. Neubauer - Affiant

SUBSCRIBED AND SWORN TO, before me,

this 1st day of June, 1978.

Maryann Piezonki

Notary Public

My Commission Expires: July 1, 1978.

MARYANN PIEZONKI NOTARY PUBLIC BALTIMORE CITY, MD.

RECEIVED
CLERK, CIRCUIT COURT
1978 JUN -2 AM 9:13
QUEEN ANNE'S COUNTY

ROBERT J. NEUBAUER
ATTORNEY AT LAW
410 KEYSER BUILDING
BALTIMORE, MD. 21202

PHONE: 539-1026

E-118—1 M—6-65.

Admiral-Builders Savings and Loan Assn.
7699 Harford Road
Baltimore, Maryland 21234

VS.

Colony Construction Corporation
155 Magothy Bridge Road
Pasadena, Maryland 21122

IN THE

Circuit Court for QUEEN ANNE'S COUNTY

IN EQUITY

#6174

AMENDED

STATEMENT OF MORTGAGE DEBT

Amended
Statement of the Mortgage Claim of Admiral-Builders Savings and Loan Association

under the mortgage from Colony Construction Corporation

to Admiral-Builders Savings and Loan Association

dated the 11th day of April, 1977, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 117 Folio 671

	Principal amount of Mortgage:	$70,400.00
1.	Unpaid principal balance:	$70,400.00
2.	Interest accruing through May 31st, 1978:	4,804.80
3.	Late Charge:	118.80
4.	Progress Inspections:	487.50
5.	Payment of Real Estate Taxes to the Treasurer of Queen Anne's County, Maryland to prevent properties from being sold at tax sale:	540.22
	Total Due:	$76,351.32

Note: Per diem interest subsequent to May 31st, 1978: $26.40

Admiral-Builders Savings & Loan Assn.
By: Wm Fred Obrecht
Sct. Vice President

STATE OF MARYLAND, COUNTY OF

I HEREBY CERTIFY, that on this 6TH day of June in the year nineteen hundred and seventy-eight, before me, the subscriber a Notary Public of the State of Maryland, in and for said County of personally appeared Wm. FRED OBRECHT VICE PRESIDENT OF Admiral-Builders Savings and Loan Association

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.

RECEIVED
CLERK, CIRCUIT COURT
1978 JUN -7 AM 9:18
QUEEN ANNE'S COUNTY

Robert J. Neuberger
NOTARY PUBLIC
HOWARD COUNTY

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION 7699 Harford Road Baltimore, Maryland 21234 Plaintiff vs. COLONY CONSTRUCTION CORPORATION 155 Magothy Bridge Road Pasadena, Maryland 21122 Defendant	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY Equity No. 6174

* * * * * * * * * * * *

ORDER OF SATISFACTION

Dear Mr. Clerk:

Please enter the above case "Paid, Settled and Satisfied" as to the following property involved in these proceedings:

BEGINNING for the same and being known and designated as Lot No. 25, as shown on the Plat entitled, "Queen Anne Acres", which Plat is recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 39, folio 126 and in Plat Book C.W.C. No. 1, folio 29.

Robert J. Neubauer
Attorney for Plaintiff
410 Keyser Building
Calvert and Redwood Streets
Baltimore, Maryland 21202
727-3133

Robert J. Neubauer, Trustee

RECEIVED
CLERK, CIRCUIT COURT
1976 JUN 12 AM 9:39
QUEEN ANNE'S COUNTY

ROBERT J. NEUBAUER
ATTORNEY AT LAW
410 KEYSER BUILDING
BALTIMORE, MD. 21202

PHONE: 539-1028

E-118—1 M—6-65.

LIBER 10 PAGE 692

Admiral-Builders Savings and Loan Assn.
7699 Harford Road
Baltimore, Maryland 21234

VS.

Colony Construction Corporation
155 Magothy Bridge Road
Pasadena, Maryland 21122

IN THE

Circuit Court for QUEEN ANNE'S COUNTY

IN EQUITY

Equity No. 6174

AMENDED

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Admiral-Builders Savings and Loan Association,

In Re.: Lot No. 31, "Queen Anne Acres", per Plats C.W.C. 39, folio 126 and C.W.C. 1, folio 29,
under the mortgage from Colony Construction Corporation

to Admiral-Builders Savings and Loan Association

dated the 11th day of April, 19 78, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 117 Folio 671

	Principal amount of Mortgage:	70,400.00
1.	Unpaid principal balance:	$35,600.00
2.	Interest accruing through November 30, 1978:	2,443.05
3.	Hazard Insurance Premium Advanced:	107.00
4.	Real Estate Taxes for 1978-79 Advanced:	379.15
5.	Late Charge:	61.41
	Total Due:	$38,590.61

Per diem interest subsequent to November 30, 1978: $13.35

Admiral-Builders Savings and Loan Assn.

By: Walter R. Klohr, Jr., President

CLERK, CIRCUIT CT.
1978 OCT 24 AM 9:22
QUEEN ANNE'S COUNTY

STATE OF MARYLAND, ~~COUNTY~~ OF Baltimore City, Sct.

I HEREBY CERTIFY, that on this 23rd day of October in the year nineteen hundred and seventy-eight, before me, the subscriber a Notary Public of the State of Maryland, in and for said ~~County~~ City of Balto. personally appeared Walter R. Klohr, Jr., President of Admiral-Builders Savings and Loan Association,

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.

MARYANN PIEZONKI NOTARY PUBLIC BALTIMORE CITY, MD.

Maryann Piezonki

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION 7699 Harford Road Baltimore, Maryland 21234 Plaintiff	*	IN THE CIRCUIT COURT FOR
vs.	*	
COLONY CONSTRUCTION CORPORATION 155 Magothy Bridge Road Pasadena, Maryland 21122 Defendant	*	QUEEN ANNE'S COUNTY IN EQUITY Equity No. 6174

* * * * * * * * * * * * *

AFFIDAVIT OF NOTICE

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That before me, the subscriber, a Notary Public of the State of Maryland, personally appeared ROBERT J. NEUBAUER, Attorney for the above named Plaintiff, and made oath in due form of law that he has given notice by certified mail to Colony Construction Corporation, Defendant, Mortgagor, at its last known address, of the time, place and terms of sale of the property reported herein, in compliance with Rule W 74 a 2 (c) of the Maryland Rules of Procedure.

Robert J. Neubauer - Affiant

SUBSCRIBED AND SWORN TO, before me,
this 23 RJ day of October, 1978.

Notary Public

My Commission Expires: July 1, 1982.

MARYANN PIEZONKI NOTARY PUBLIC BALTIMORE CITY, MD.

RECEIVED
CLERK, CIRCUIT COURT
1978 OCT 24 AM 9:21
QUEEN ANNE'S COUNTY

ROBERT J. NEUBAUER
ATTORNEY AT LAW
410 KEYSER BUILDING
BALTIMORE, MD. 21202

PHONE: 539-1026

E-123—1M—2-70. LIBER 10 PAGE 694

REPORT OF SALE

—IN THE—

Admiral-Builders Savings and Loan Assn.

VS.

Colony Construction Corporation

CIRCUIT COURT

—FOR—

QUEEN ANNE'S COUNTY

Equity No. 6174

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR

The Report of Sale of Robert J. Neubauer, Trustee appointed by the decree in the above entitled cause to make sale of all that fee simple property known as 31 Bennett Point Road, Queen Anne Acres, Queen Anne's County, Maryland, hereinafter described, in the proceedings in said cause mentioned respectfully shows, that the after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in the Record Observer

a daily newspaper, published in Queen Anne's County, more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Thursday the 9th day of November, 1978, at 1:00 o'clock, P. M., attend on the premises and then and there sold said fee simple property to Admiral-Builders Savings and Loan Association, 7699 Harford Road, Baltimore, Maryland 21234, at and for the price of $10,000.00,

BEING known and designated as Lot No. 31, as shown on the Plat entitled, "Queen Anne Acres," which Plat is recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 39, folio 126 and in Plat Book C.W.C. No. 1, folio 29.

FILED

NOV 28 1978

CIRCUIT COURT
QUEEN ANNE'S CO.

Robert J. Neubauer Trustee.

State of Maryland, CITY OF BALTIMORE Sct.

I Hereby Certify, that on this 9th day of November, 1978, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Robert J. Neubauer, Trustee and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

Notary Public J. P.

MARYANN PIEZONKI NOTARY PUBLIC BALTIMORE CITY, MD.

Joe Jackson, Jr., Auctioneer

Appraisals

Jackson's Auction Service

Queen Anne, Maryland 21657

Phone 301-364-5463

NOV. 20th 1978

ROBERT J. NEUBAUER

TRUSTEE

FOR SELLING AT PUBLIC AUCTION
31 BENNETT PT. ROAD, QUEEN ANNE
ACRES, QUEEN ANNE'S COUNTY, MARYLAND
ON NOVEMBER 9th, 1978

RE:
IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
EQUITY NO. 6174

ADMIRAL-BUILDERS SAVINGS & LOAN
ASSN. VS. TIDEWATER BUILDERS &
DEVELOPERS, INC.

$50.00

LIBER 10 PAGE 695

JOSEPH A. JACKSON, JR., Auctioneer
P.O. Box 74
Queen Anne, Maryland 21657

Admiral-Builders Savings and Loan Association	*	IN THE
	*	CIRCUIT COURT FOR
vs.	*	QUEEN ANNE'S COUNTY
Colony Construction Corporation	*	Equity No. 6174
	*	

AUCTIONEER'S AFFIDAVIT

I, the undersigned, do hereby certify 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.

Joseph A. Jackson, Jr., Auctioneer

SUBSCRIBED and sworn to before me, a Notary Public in and for Queen Anne's Co, by Joseph A. Jackson, Jr., this 16 day of November, 1978.

Roberta B. Robinson
Notary Public

NOTARY PUBLIC ROBERTA B. ROBINSON QUEEN ANNE'S COUNTY MARYLAND

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 22 day of November, 1978, before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore, personally appeared Walter R. Klohr, Jr., President of Admiral-Builders Savings and Loan Association purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is the purchaser and purchased same as principal and not as an agent for anyone, or that it has not directly or indirectly discouraged anyone from bidding for the said 31 Bennett Point Road, Queen Anne's County, Maryland, mentioned in the said Report of Sale.

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION

By: _____
Walter R. Klohr, Jr., President
(Affiant)

(SEAL) _____

MARYANN PIEZONKI NOTARY PUBLIC BALTIMORE CITY, MD.

LIBER 10 PAGE 698

ORDER NISI ON SALE

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSN.

vs.

COLONY CONSTRUCTION CORPORATION

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 6174

ORDERED, this 28th day of November, 19 78, that the sale of the real property, made and reported in this cause by Robert J. Neubauer, Trustee, be ratified and confirmed, on or after the 29th day of December, 19 78, 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 December, 19 78.

The report states the amount of sales to be $ 10,000.00.

Charles H. Cecil Clerk

Filed November 28, 1978

December 29 ..... 1978.

THIS IS TO CERTIFY, That the annexed Trustee'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 3 ..... successive weeks before the ....9..... day of November ..... 19 78....

BAY PUBLISHING CORPORATION
Publishers

By Phyllis Welch

RECEIVED
CLERK, CIRCUIT COURT
1978 DEC 29 AM 10:56
QUEEN ANNE'S COUNTY

ROBERT J. NEUBAUER, SOLICITOR
410 KEYSER BUILDING
BALTIMORE, MARYLAND 21202
301-727-3133

Trustee's Sale

Of

Valuable Fee Simple Properties
Known As
31 Bennett Point Road, Queen Anne Acres,
Queen Anne's County, Maryland

Under and by virtue of a decree passed in the Circuit Court for Queen Anne's County, In Equity, in a case entitled, "Admiral-Builders Savings and Loan Associaiton vs. Colony Construction Corporation," the undersigned Trustee will sell at public auction on the premises the fee simple properties hereinafter described on:

Thursday, Nov. 9th, 1978
1:00 p.m.

BEGINNING for the same and being known and designated as Lot. No. 31, as shown on the Plat entitled, "Queen Anne Acres," which Plat is recorded among the Land Records of Queen Anne's County in C.W.C. No. 39, folio 126 and in Plat Book C.W.C. No. 1, folio 29.

ALL that fully completed split level dwelling containing living room, dining room, kitchen, three bedrooms, one and one-half bathrooms and partial basement; forced warm air oil heat; lot size 178 by 283 feet, in fee simple.

The sales will be made and the properties sold subject to the following conditions and exceptions:

(1) Unrecorded easements, if any, on, above or below the surface, and any discrepancies or conflicts in boundary lines or shortage in area or encroachments, which a correct survey or an inspection of the premises would disclose.

(2) Planning, zoning or subdivision laws of Queen Anne's County, State of Maryland, and any amendments or supplements thereto.

(3) County, Municipal, Metropolitan District or Commission charges subsequent to those due after the date of sale or any public charges or assessments that may become due subsequent to the date of sale.

(4) Conditions, restrictions and easements as set forth on the Plat entitled, "Queen Anne Acres," which Plat is recorded among the Plat Records of Queen Anne's County in Plat Book C.W.C. No. 1, folio 29.

(5) Restrictive covenants and conditions contained in the following:

a. Agreement recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 43, folio 242.

b. Deed dated June 30, 1971 and recorded among the aforesaid Land Records in Liber C.W.C. No. 61, folio 350.

c. Deed dated September 1, 1955 and recorded among the aforesaid Land Records in Liber T.S.P. No. 24, folio 44.

(6) Subject to the legal operation and effect of the following Public Utility Agreements:

a. Agreement recorded among the aforesaid Land Records in Liber W.H.C. No. 5A, folio 534. Re: Poles, wires and appurtenances.

b. Agreement recorded among the aforesaid Land Records in Liber A.S.G., Jr. No. 16, folio 174. Re: Poles, wires and appurtenances.

c. Agreement recorded among the aforesaid Land Records in Liber T.S.P. No. 22, folio 394. Re: Poles, wires and appurtenances.

d. Agreement recorded among the aforesaid Land Records in Liber T.S.P. No. 24, folio 459. Re: Poles, wires and appurtenances.

e. Agreement recorded among the aforesaid Land Records in Liber C.W.C. No. 35, folio 410. Re: Poles, wires and appurtenances.

f. Agreement recorded among the aforesaid Land Records in Liber C.W.C. No. 42, folio 699. Re: Poles, wires and appurtenances.

g. Agreement recorded among the aforesaid Land Records in Liber C.W.C. No. 49, folio 456. Re: Poles, wires and appurtenances.

h. Agreement recorded among the aforesaid Land Records in Liber C.W.C. No. 56, folio 363. Re: Poles, wires and appurtenances.

(7) Subject to a ten foot drainage easement running over and through the southerly portion of said lot as shown and located on the aforementioned Plat of Queen Anne Acres.

Taxes, Queen Anne's County Water and Sewer Assessments, if any, and any other charges assessed against the above described properties to be adjusted to the date of sale. Charges or liens, if any, levied against the above described properties and payable on an annual basis shall be adjusted for the current year as of the date of sale and the purchasers agree to pay all such annual liens or charges due or to become due after the date of sale.

A deposit of $3,500.00 in cash or certified check to be required at the time of sale and the balance of the purchase price to bear interest from the date of sale to the date of settlement and said balance to be paid in cash immediately upon ratification of sale by the Circuit Court for Queen Anne's County.

Cost of all documentary stamps and State and County transfer taxes, if any, shall be borne by the purchaser.

Robert J. Neubauer, Trustee
410 Keyser Building, Calvert and Redwood Streets
Baltimore, Maryland 21202
301-727-3133

Auctioneer:
Joseph A. Jackson, Jr.
P.O. Box 74
Queen Anne, Maryland 21657

10-25-3t

LIBER 10 PAGE 700 December 29 78
..... 19....

THIS IS TO CERTIFY, That the annexed

Order Nisi ..... 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 .....21.... day of December ..... 19....78

BAY PUBLISHING CORPORATION
Publishers

By Douglas Medd

RECEIVED
CLERK, CIRCUIT COURT
1978 DEC 29 AM 10 50
QUEEN ANNE'S COUNTY

ORDER NISI ON SALE

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSN.

vs.

COLONY CONSTRUCTION CORPORATION

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 6174

ORDERED, this 28th day of November, 1978, that the sale of the real property, made and reported in this cause by Robert J. Neubauer, Trustee, be ratified and confirmed, on or after the 29th day of December, 1978, 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 December, 1978.

The report states the amount of sales to be $10,000.00.

Charles W. Cecil, Clerk
True Copy, Test:
Charles W. Cecil, Clerk
By: Betty M. Comegys
Deputy Clerk
Filed November 28, 1978

RO12-6-31

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION	*	IN THE
	*	CIRCUIT COURT FOR
vs.	*	QUEEN ANNE'S COUNTY
COLONY CONSTRUCTION CORPORATION	*	In Equity
	*	Equity No. 6174

* * * * * * * * * * * *

FINAL ORDER OF
RATIFICATION OF SALE

It is ORDERED, This 2nd day of JANUARY, 1979, by the Circuit Court for Queen Anne's County, that the sale of the real estate made and reported in this cause by Robert J. Neubauer, Trustee, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice thereof appears to have been given as required by a preceding order nisi; and the said Robert J. Neubauer, Trustee, be allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers therefore to the auditor.

K. Thomas Twining
JUDGE

RECEIVED
CLERK, CIRCUIT COURT
1979 JAN -2 PM 2:23
QUEEN ANNE'S COUNTY

ROBERT J. NEUBAUER
ATTORNEY AT LAW
410 KEYSER BUILDING
BALTIMORE, MD. 21202

PHONE: 539-1028

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSN. 7699 Harford Road Baltimore, MD 21234	*	IN THE CIRCUIT COURT
Plainitff	*	
VS.	*	FOR QUEEN ANNE'S COUNTY
COLONY CONSTRUCTION CORPORATION 647 Shore Acres Road Arnold, MD 21012	*	IN EQUITY CASE NO. 6174
Defendant	*	

* * * * * * * * * * * * * * * * *

TO THE HONORABLE, THE JUDGE OF SAID COURT:

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

1. That this account is stated at the request of Robert J. Neubauer, Trustee, wherein it appears that the proceeds of sale are insufficient to pay said indbtedness; the deficiency being in the amount of $67,611.64.

2. That in the within account of Robert J. Neubauer, Trustee in said mortgage, charged with the proceeds of sale made by him, and he is allowed his commissions for said sale, his fee for mortgage, the court costs paid in this cause, the court costs due in this cause, the premium on the bond, the costs paid for advertising and Order Nisi in said sale, the fee due the auctioneer for crying said sale, the costs for certified mail and Notary fees, the fee of your Auditor, and the balance was credited toward the mortgage indebtedness.

Respectfully submitted,

January 24, 1979

J. Thomas Clark, Auditor

RECEIVED
CLERK, CIRCUIT COURT
1979 JAN 24 AM 11: 34
QUEEN ANNE'S COUNTY

CAUSE NO. 6174

The sale of land reported in this cause by Robert J. Neubauer, Trustee to sell and convey the land in this suit.

DR.

1978 Nov. 9	By proceeds of sale of land, per report of said Trustee----------	10,000.00
	State and County Taxes for 6 months 21 days on $6,500.00----------	211.95
	Interest for 2 months 8 days on $6,500.00-	73.66
		$10,285.61

CR.

To Robert J. Neubauer, Trustee for			
1. counsel fee for mtg.	$704.00		
2. commissions on sale	650.00	1,354.00	
To do for an amount paid Charles W. Cecil, Clerk for			
1. advanced filing fee	40.00		
2. Appearance fee	10.00		
3. Clerk's additional	4.00	54.00	
To do for an amount due Charles W. Cecil, Clerk for additional costs		81.00	
To do for an amount due Tongue, Brooks & Company, Inc., for bond preimum		282.00	
To do for an amount paid the Queen Anne's Record Observer for			
1. Advertising said sale	168.00		
2. Order Nisi	36.75	204.75	
To do for an amount due Jackson's Auction Service for crying said sale		50.00	
To do for an amount due Robert J. Neubauer, Trustee for certified mail expesnes	1.40		
and Notary Fees	4.00	5.40	
To do for an amount due J. Thomas Clark, Auditor for			
1. stating this account	45.00		
2. notifying parties	10.00	55.00	

January 24, 1979

J. Thomas Clark
Auditor

To do for an amount due Admiral-Builders Savings and Loan Association for partial payment on the total mortgage indebtedness in the amount of $75,811.10	$ 8,199.46	
	$10,285.61	$10,285.61

January 24, 1979

J. Thomas Clark
Auditor

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSN.
7699 Harford Road
Baltimore, MD 21234

Plaintiff

VS.

COLONY CONSTRUCTION CORPORATION
657 Shore Acres Road
Arnold, MD 21012

Defendant

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY NO. 6174

* * * * * * * * * * *

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on January 24, 1979, 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 of this cause, to wit:

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION
7699 Harford Road
Baltimore, MD 21234

Colony Construction Corporation
647 Shore Acres Road
Arnold, MD 21012

Robert J. Neubauer, Esquire
Keyser Building
Calvert and Redwood Streets
Baltimore, MD 21202

Pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify each of the, that this account was filed on January 24, 1979, with the Clerk of the Court, Centreville, Maryland, and the exceptions to said audit must be filed on or before February 8, 1979, and if no exceptions are filed within such fifteen-day period, the account may thereupon be ratified on February 9, 1979.

J. Thomas Clark

J. Thomas Clark, Auditor

RECEIVED
CLERK, CIRCUIT COURT
1979 JAN 24 AM 11:34
QUEEN ANNE'S COUNTY

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSN.	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6174
COLONY CONSTRUCTION CORPORATION	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 24th day of January, 19 79, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 9th day of February, 1979, 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.

Marguerite H. Markey Clerk

Filed Jan. 24, 1979

	*	IN THE CIRCUIT COURT
ADMIRAL-BUILDERS SAVINGS AND LOAN ASSN.	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6174
	*	
COLONY CONSTRUCTION CORPORATION	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 9th day of February, 1979, by the Court that the account of the Auditor is finally ratified and confirmed, and Robert J. Neubauer, Trustee, ~~Assignee, Trustee~~, is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Margaret A. Markin Clerk

Filed February 9, 1979

LIBER 10 PAGE 708

PETITION FOR FORECLOSURE

AUG -4-78 A 928189 *****50 00

KEY FEDERAL SAVINGS AND LOAN ASSOCIATION
8601 Liberty Road
Randallstown, Maryland 21133

Plaintiff

vs.

SHIPSHAPE BUILDERS, INC.
c/o Rick Rigatuso, Resident Agent
2307 W. Patapsco Avenue
Baltimore, Maryland 21230

CONCETTA RIGATUSO
1235 W. Cross Street
Baltimore, Maryland 21230

DOMINIC RIGATUSO
JUNE RIGATUSO
2307 W. Patapsco Avenue
Baltimore, Maryland 21230

RICK RIGATUSO
SHIRLEY RIGATUSO
53 Jumpers Hole Road
Pasadena, Maryland 21122

Defendants

IN THE

CIRCUIT COURT

OF

QUEEN ANNE'S COUNTY

IN EQUITY 6232

* * * * * * * *

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of the plaintiff respectfully represents

That on the 27th day of April, 1977, the defendants executed and delivered to Key Federal Savings and Loan Association, a mortgage upon real property in the County of Queen Anne's, therein described, to secure the payment of the mortgage debt of $44,000.00, and interest as therein mentioned, wherein said mortgagors and guarantors assented to the passage of a decree for the sale of said mortgage property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this Petition. And whereas Mortgagor and guarantors have defaulted under the covenants and conditions contained in 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 bound, etc.

Gordon B. Heyman

Gordon B. Heyman
Attorney for Key Federal Savings & Loan
2221 Maryland Avenue
Baltimore, Md. 21218
366-1710

RECEIVED
CLERK, CIRCUIT COURT
1978 AUG -4 PM 4:24
QUEEN ANNE'S COUNTY

Key Federal Savings and Loan Association
8601 Liberty Rd., Randallstown, Md. 21133
~~Mortgagee~~ Plaintiff

vs.

SHIPSHAPE BUILDERS, INC.
CONCETTA RIGATUSO
DOMINIC RIGATUSO
JUNE RIGATUSO
RICK RIGATUSO
SHIRLEY RIGATUSO

NO. 6232 EQUITY

IN THE CIRCUIT COURT FOR

Queen Anne's County

STATEMENT OF MORTGAGE CLAIM

Statement of mortgage claim of Key Federal Savings and Loan Association, under a mortgage from Shipshape Builders, Inc., Concetta Rigatuso, Dominic Rigatuso, June Rigatuso, Rick Rigatuso and Shirley Rigatuso dated April 27, 1977 and recorded among the Land Records of Queen Anne's County in Liber CWC No. 119 page 24 in the amount of $44,000.00.

Unpaid Principal Balance	$33,350.00
Interest to 4-11-78	843.13
Late Charges	24.52
TOTAL	$34,217.65

Add interest of $8.57 per day after April 11, 1978

KEY FEDERAL SAVINGS AND LOAN ASSN.

BY: _____
Philip Glazer, President

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 2 day of August, 1978, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared Philip Glazer, President of Key Federal Savings and Loan Association, and made oath in due form of law that the aforegoing is a true statement of account of the amount remaining due on the mortgage claim described above, and that they have not received any security or satisfaction thereof.

WITNESS my hand and notarial seal.

My Commission Expires July 1, 1982

~~Barbara Joan Granman~~, Notary Public
Gordon B. Heyman

GORDON B. HEYMAN NOTARY PUBLIC BALTIMORE COUNTY

MILITARY AFFIDAVIT UNDER SOLDIER" AND SOLDIER" CIVIL RELIEF ACT OF 1940 AND AMENDMENTS THERETO OF OCTOBER 6, 1942

KEY FEDERAL SAVINGS AND LOAN ASSOCIATION
8601 LIBERTY ROAD, RANDALLSTOWN, MARYLAND 21133
~~MORTGAGEE~~

Defendants

vs.

SHIPSHAPE BUILDERS, INC.
CONCETTA RIGATUSO
DOMINIC RIGATUSO
JUNE RIGATUSO
RICK RIGATUSO
SHIRLEY RIGATUSO

No. 6232 EQUITY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARYLAND

MILITARY AFFIDAVIT

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared Philip Glazer, President of Key Federal Savings and Loan Association, and made oath in due form of law that he knows the defendants herein, and that to the best of his knowledge and belief and information:

(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 order to report for induction under the Selective Service and Training Act of 1940 as amended.

(4) Said defendants are notmembers of the Enlisted Reserve Corps who have been order to report for military service.

KEY FEDERAL SAVINGS AND LOAN ASSN.

BY: _____
Philip Glazer, President

Subscribed and sworn to before me
this 2 day of August, 1978

Gordon B. Heyman
~~Barbara Jean Grannan~~, Notary Public
Gordon B. Heyman

GORDON B. HEYMAN NOTARY PUBLIC BALTIMORE COUNTY

My Commission Expires July 1, 1982

LIBER 119 PAGE 24

DOCUMENT NO. 88,218

Exhibit No. 1

RECEIVED FOR RECORD & RECORDED IN LIBER ... NO. 119 FOLIO 24

1977 APR 29 AM 11:03

RECORD FOR QUEEN ANNE'S CO., MD. CHARLES W. CECIL, CLERK

INDIVIDUAL & CORPORATE
City and County Form — Construction

This Mortgage, made this 27th day of April, in the year one thousand, nine hundred and Seventy Seven, between Ship Shape Builders Inc. A Body Corporate of the State of Maryland ; Concetta Rigatuso, Dominic Rigatuso and June Rigatuso, his wife and Rick Rigatuso and Shirley Rigatuso, his wife of ..., in the State of Maryland, Mortgagor, and the KEY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated and existing under the laws of the United States of America, Mortgagee:

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of Forty Four Thousand and no/100 ($44,000.00) ---------- Dollars, receipt of which is hereby acknowledged by the Mortgagor, 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 at the rate of 9½% per annum from the date hereof for the period of construction not to exceed 9 months and 0 days payable commencing on the first day of May, 1977, and thereafter at the rate of 9½% per annum in the manner following: By the payment of interest only on the 1st day of each month on the total monies advanced; and then by the repayment of the whole principal sum one year from the date hereof Dollars, ~~commencing on the first day of ... and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month and the said payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) toward the payment of the aforesaid principal sum~~

The due execution of this mortgage having been a condition precedent to the granting of said advance;

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all the lot(s) of ground situate and lying in Queen Anne's County in said State, and described as follows:

Description: All those lots of ground situate, lying and being on Kent Island in the 4th Election District of Queen Anne's County, State of Maryland, set forth and shown on a Plat entitled Second Edition of the 3rd Section of Kent Island Estates by J. B. Metcalfe registered surveyor recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 1 folio 191 which said lots are known and designated as Lots Nos. 47, 48 and 49 Block Y of the 3rd Section of Kent Island Estates.

Being the same lots of ground which by deed of even date herewith and recorded or intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto was granted and conveyed by Robert J. Himmel and Christine M. Himmel unto the mortgagor herein.

The aforesaid Concetta Rigatuso, Dominic Rigatuso, June Rigatuso, Rick Rigatuso, and Shirley Rigatuso join in the execution hereof to assure and guarantee to the Mortgagee the prompt and faithful performance by the Mortgagor of the convenants, terms, and conditions contained herein, including but not limited to the obligation to repay the indebtedness contained herein. Said liability of the within Co-Mortgagors/ guarantors to be primary and not secondary, to be joint and several. Said Mortgagee may proceed against said Co-Mortgagors/guarantors without first proceeding against Mortgagor. Said guarantee to binding on the heirs, personal representatives and assigns of said Co-Mortgagors/guarantors.

112189

APR 29-77 * 2 270 ****160 70
APR 29-77 A 2 270 ****145.70
APR 29-77 A 2 269 *****15.50

AND WHEREAS this mortgage shall also secure future advances as provided by Chapter 178 of the Laws of Maryland passed at the January Session of the General Assembly in the year 1955 or any supplement, amendment, or addition thereto.

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successsors and assigns, [illegible] In Fee Simple.

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 may 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.

Provided, however, if the said Mortgagor, its, his heirs, personal representatives, successors 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 itself, himself, its, his heirs, personal representatives, successors and assigns, 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 premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably 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 next due (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 delinquent. The Mortgagee shall hold such installments in trust 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 windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in such companies, through such agents or brokers, and such form as shall be satisfactory to the Mortgagee, its successors or assigns, to the extent necessary to protect its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, its, his heirs, personal representatives, successors and assigns, so to do, the Mortgagee, it 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; (4) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (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 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; (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 same be encumbered by the Mortgagor, its, his heirs, personal representatives, successors and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (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 covenants or conditions hereof for thirty days; (9) to pay a late charge not to exceed the greater of Two ($2.00) Dollars or five per cent (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; (10) that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of prineipal, provided that two months' advance interest may be charged on that part of the aggregate amount of all prepayments made in any twleve month period which exceeds thirty three and one third per cent (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.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, its, his heirs, personal representatives, successors and assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Irwin R. Cohen, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland and the Maryland Rules of Procedure, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of One Thousand Dollars Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not including interest thereon until final ratification of the auditor's account; (3) the surplus (if any therebe), to the said Mortgagor, its, his heirs, personal representatives, successors or assigns, or to whomever may be entitled to the same. Half of such commission, all attorneys' fees and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before the sale thereof.

The said Mortgagor covenants that it, he will warrant specially the property hereby mortgaged, and that he will execute such further assurances as may be requisite. Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

The Mortgagor by execution of this instrument certifies that prior to such execution he has received both 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.

WITNESS the corporate seal of the said Mortgagor and the signature of its vice president.

WITNESS the hand and seal of said Mortgagor-Guarantor.

Shipshape Builders, Inc.

BY Rick Rigatuso, VicePres.

WITNESS:

Barbara Dackman

Shirley Rigatuso

Concetta Rigatuso (SEAL)

Dominic Rigatuso (SEAL)

June Rigatuso (SEAL)

Rick Rigatuso (SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I hereby certify that on this 21st day of April, 1977 before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Rick Rigatuso as Vice Pres. of Shipshape Builders, Inc., and Concetta Rigatuso, Dominic Rigatuso, June Rigatuso, Rick Rigatuso and Shirley Rigatuso personally known to me to be the above named mortgagors, guarantors, and they acknowledged the aforegoing mortgage to be their act and deed.

At the same time also personally appeared Bernard Dackman, Agent of Key Federal Savings and Loan Association, the party secured by said mortgage/Deed of Trust and made oath in due form of Law that the consideration recited in the Mortgage/Deed of Trust is bonafide as therein set forth; and further that the amount of the loan, which said Mortgage/Deed of Trust has been given to secure, was paid over and disbursed by the party secured by the Mortgage/Deed of Trust, to either the borrowers or to the party responsible for disbursement of the funds in the closing transaction or their representative agent at no time later than the execution and delivery of the Mortgage, or Deed of Trust, by the borrower, and further that he is duly authorized agent of Key Federal Savings and Loan Association and has authority to make this affidavit.

AS WITNESS my hand and Notarial Seal.

Barbara Dackman

Barbara Jean Grannan, Notary

My Commission Expires July 1, 1978

LIBER 10 PAGE 714

DECREE FOR SALE OF MORTGAGE PREMISES

KEY FEDERAL SAVINGS AND LOAN ASSOCIATION
8601 Liberty Road
Randallstown, Maryland 21133
Plaintiff

vs.

SHIPSHAPE BUILDERS, INC.
CONCETTA RIGATUSO
DOMINIC RIGATUSO
JUNE RIGATUSO
RICK RIGATUSO
SHIRLEY RIGATUSO
Defendants

DOCKET C.W.C. #6 FOLIO _____

CASE NUMBER 6232

FILDED: _____

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

_____ 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 8th day of August, in the year nineteen hundred and Seventy-Eight by the Circuit Court for Queen Anne's County ADJUDGED, ORDERED AND DECREED, that the Mortgage property in the proceedings mentioned be sold, at or after any of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Bernard Dackman 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 $35,600.00, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reprosed in him by any future Decree or Order in the premises; he shall then proceed to make the said sale, having complied with the following Maryland Rules; Md. Rule W74 a 2 (b) Notice by Registered Mail to Mortgagor at Mortgagors last known address a notice of the time, place and terms of sale. The notice to be sent not earlier than 20 days and not later than 5 days before the date of the sale. And also having given notice at least once in each week for three consecutive weeks, the last publication to be not more than one week prior to sale by advertisement, inserted in such daily newspaper or newspapers published in the County of Queen Anne's, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash, deposit of ten percent (10%) 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 particular account of his proceedings relative to the sale; and 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, 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 have appeared to have discharged his trust; provided, that before the sale herein 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 $ $35,600.00

B. Hackett Turner Jr.
Judge

RECEIVED
CLERK. CIRCUIT COURT
1978 AUG -8 AM 11:51
QUEEN ANNE'S COUNTY

Aly. 6232

Aetna LIFE & CASUALTY

THE ÆTNA CASUALTY AND SURETY COMPANY
Hartford, Connecticut 06115

BOND NO. 98 S 14413 BCA

TRUSTEE'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Bernard Dackman

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 Thirty Five Thousand Six Hundred and 00/100---------- ($ 35,600.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Executors, Administrators, Successors and Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 27th day of September in the year nineteen hundred and Seventy-eight.

WHEREAS, by decree of the Circuit Court for QUEEN ANNE County, sitting in Equity, passed in a cause in said Court on the 8th day of August nineteen hundred and Seventy-eight between Key Federal Savings & Loan Association, Complainants, and Shipshape Builders, Inc., Concetta Rigatuso, Dominic, June, Rick and Shirley Rigatuso., Respondents, the above bound Bernard Dackman 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 bound Bernard Dackman 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.

Certified copy of Power of Attorney attached

Signed, Sealed and Delivered in the presence of:

Gordon B Kegan

Regina Tilson

Bernard Dackman (SEAL)

THE ÆTNA CASUALTY AND SURETY COMPANY

James B. Carver, Attorney-In-Fact (SEAL)

SURETY APPROVED AND BOND FILED ON Sept 27 1978

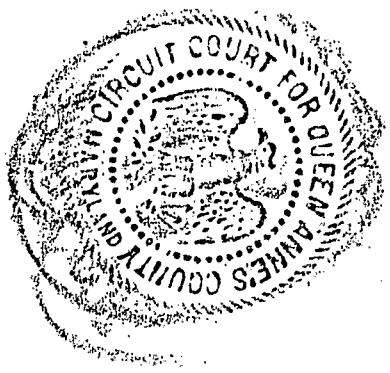
IL-247-DI 10-68 B-112

CAT. 174808 PRINTED IN U.S.A.

LIBER 2 PAGE 242
LIBER 10 PAGE 715

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 242, 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 27th day of September, Nineteen Hundred and Seventy-eight.

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

REPORT OF SALE

Key Federal Savings and Loan Assn.
8601 Liberty Road
Randallstown, Maryland 21133
Plaintiff
vs.
Shipshape Builders, Inc. et al.
Defendants

In the CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
IN EQUITY
CASE NUMBER 6232

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY:

The Report of Sale of Bernard Dackman, 2221 Maryland Avenue, Baltimore, Maryland, 21218, Trustee appointed by the decree in the above entitled cause to make sale of certain real property

in the proceedings in said cause mentioned respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Queen Anne's Observer, a newspaper published in Queen Anne's County for more than three successive weeks preceding the day of sale, and also having given notice to Mortgagors and Guarantors by certified mail not earlier than 20 days nor less than 5 days before the date of sale, of the time, place, manner and terms of sale, said Trustee did pursuant to said notice on Wednesday, September 27, 1978 at 2:00 P. M., attend on the premises and then and there sold Lot No. 11, Block L, Tower Gardens on the Bay to Kevin Quinn Maryland, at and for the sum of $ 38,000.00, it being the highest bid received thereon.

Bernard Dackman, Trustee

STATE OF MARYLAND, COUNTY OF BALTIMORE, SCT..

I HEREBY CERTIFY that on this day of , 19 , before, me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared Bernard Dackman, Trustee, and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

Barbara Jean Grannan, Notary Public

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CLERK. CIRCUIT COURT
1978 OCT -6 AM 9:49
QUEEN ANNE'S COUNTY

LIBER 10 PAGE 717

LIBER 10 PAGE 718

JUDICIAL SALES • REAL ESTATE SALES • MERCHANDISE SALES • APPRAISALS

Alex Cooper Auctioneers, Inc. AUCTIONEERS — ORIENTAL RUG IMPORTERS — APPRAISERS

JOSEPH A. COOPER
President
RES.: 484-4987

345 N. CHARLES STREET
BALTIMORE, MD. 21201
OFFICE: 752-4868

REPORT OF SALE

PROPERTY: Lot 11, Block L, Tower Gardens on the Bay
Queen Anne's County, Maryland

SOLD TO: Kevin Quinn

ADDRESS: P.O. Box 387, Stevensville, Maryland 21666

AMOUNT OF SALE: $38,000.00

DEPOSIT: $ 4,000.00

Very truly yours,

ALEX COOPER AUCTIONEERS, INC.

By: Joseph A. Cooper

RECEIVED
CLERK, CIRCUIT COURT
1978 OCT -6 AM 9:49
QUEEN ANNE'S COUNTY

JUDICIAL SALES • REAL ESTATE SALES • MERCHANDISE SALES • APPRAISALS

Alex Cooper Auctioneers, Inc. AUCTIONEERS — ORIENTAL RUG IMPORTERS — APPRAISERS

JOSEPH A. COOPER
President
RES.: 484-4987

345 N. CHARLES STREET
BALTIMORE, MD. 21201
OFFICE: 752-4868

KEY FEDERAL SAVINGS AND LOAN ASSOCIATION

vs.

SHIPSHAPE BUILDERS, INC. et al

IN THE
CIRCUIT COURT
OF
QUEEN ANNE'S COUNTY
IN EQUITY
Case No. 6232

AUCTIONEER'S AFFIDAVIT

We, the undersigned, do hereby certify that the annexed bill or statement of the fees and sums due us, set forth in detail, are all and singular of the fees and sums due us, and that we have not paid or will not pay, directly or indirectly, any sum or consideration to anyone for employing us or aiding us to be employed to make the sale for which the annexed bill or statement was rendered.

ALEX COOPER AUCTIONEERS, INC.

By: Joseph A. Cooper

SUBSCRIBED and sworn to before me, a Notary Public in and for Baltimore City by Joseph A. Cooper this 27th Day of September, 19 78.

Jacqueline B. Ager
Notary Public

JACQUELINE B. AGER NOTARY PUBLIC BALTIMORE COUNTY, MD.

RECEIVED
CLERK, CIRCUIT COURT
1978 OCT -6 AM 9:49
QUEEN ANNE'S COUNTY

JUDICIAL SALES • REAL ESTATE SALES • MERCHANDISE SALES • APPRAISALS

Alex Cooper Auctioneers, Inc. AUCTIONEERS — ORIENTAL RUG IMPORTERS — APPRAISERS

JOSEPH A. COOPER
President
RES.: 484-4987

345 N. CHARLES STREET
BALTIMORE, MD. 21201
OFFICE: 752-4868

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

I HEREBY CERTIFY, that on this 27th Day of September, 1978, before me, the subscriber, a Notary Public of the State of Maryland in and for ~~Baltimore City,~~ Baltimore County personally appeared

Kevin Quinn

purchaser~~/s~~ at the foreclosure sale in this cause, and made oath in due form of law that he~~/they~~ is~~/are~~ the purchaser~~/s~~ and purchased same as principal and not as an agent for anyone, or ~~he/they purchased same as agent and his/their principal~~ is ~~_____~~, and that he/they has/have not directly or indirectly discouraged anyone from bidding for the said Lot 11, Block L, Tower Gardens on the Bay mentioned in the said Report of Sale.

Kevin Quinn
Purchaser

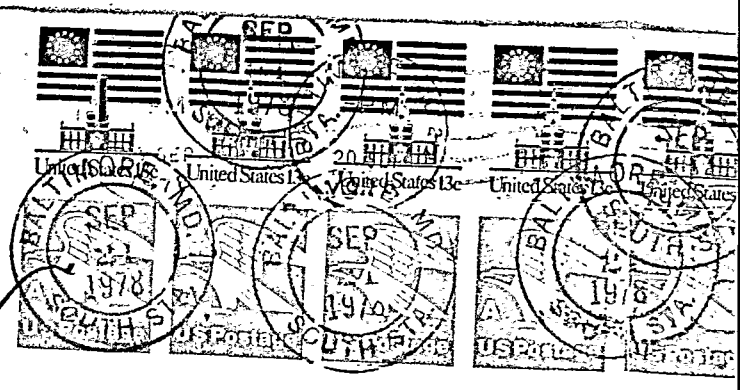
Purchaser

(SEAL) Joseph A. Cooper
Notary Public

JOSEPH A. COOPER NOTARY PUBLIC BALTIMORE CO., MD.

RECEIVED
CLERK, CIRCUIT COURT
1978 OCT -6 AM 9:49
QUEEN ANNE'S COUNTY

LAW OFFICES
IRWIN R. COHEN
BERNARD DACKMAN
2221 MARYLAND AVENUE
BALTIMORE, MARYLAND 21218



Shipshape Builders, Inc.
c/o Rick Rigatuso, Resident Agent
2307 W. Patapsco Avenue
Baltimore, Maryland 21230

RETURNED TO SENDER
REASON CHECKED
Unclaimed
Addressee unknown
Refused
Insufficient Address
No such number
No such street
No such office in state
Do not mail in this form

☒ Moved, left no address
☐ No such number
☒ Moved, not forwardable
☒ Addressee unknown

CERTIFIED
No. 667144
MAIL

LAW OFFICES
COHEN AND DACKMAN
2221 MARYLAND AVENUE
BALTIMORE, MARYLAND 21218
301/366-1710

IRWIN R. COHEN
BERNARD DACKMAN

GORDON B. HEYMAN

September 18, 1978

Shipshape Builders, Inc.
c/o Rick Rigatuso, Resident Agent
2307 W. Patapsco Avenue
Baltimore, Maryland 21230

RE: Key Federal v. Shipshape
Lot 11, Block L, Tower Gardens
on the Bay, Plat 2, Queen Anne's
County, Maryland

Dear

This is to advise you that the above captioned property will be sold on the premises by Alex Cooper Auctioneers, Inc. on Wednesday September 27, 1978 at 2:00 P. M. . This will be a public auction sale and the terms of sale will be as follows: 10% down at the time of sale with the balance being due upon the final ratification of the sale by the Circuit Court of Queen Anne's County, in Equity.

Very truly yours,

Bernard Dackman, Trustee

Certified Mail # 667144

No. 667144

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

SENT TO: Shipshape Builders, Inc. c/o Rigatuso	POSTMARK OR DATE
STREET AND NO.: 2307 W. Patapsco Avenue	
P.O., STATE AND ZIP CODE: Baltimore, Maryland 21230	9/20/78
OPTIONAL SERVICES FOR ADDITIONAL FEES	
RETURN RECEIPT SERVICES: 1. Shows to whom and date delivered ..... 15¢ With delivery to addressee only ..... 65¢ 2. Shows to whom, date and where delivered .. 35¢ With delivery to addressee only ..... 85¢	
DELIVER TO ADDRESSEE ONLY ..... 50¢	
SPECIAL DELIVERY (extra fee required)	

PS Form Apr. 1971 3800 NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL (See other side)

☆ GPO : 1972 O - 460-743

RECEIVED
1978 OCT -6 AM 9:45
CLERK CIRCUIT COURT
QUEEN ANNE'S COUNTY

LIBER 10 PAGE 722

LAW OFFICES

COHEN AND DACKMAN

2221 MARYLAND AVENUE
BALTIMORE, MARYLAND 21218
301/366-1710

IRWIN R. COHEN
BERNARD DACKMAN
GORDON G. HERMAN

September 18, 1978

Concetta Rigatuso
1235 W. Cross Street
Baltimore, Maryland 21230

RE: Key Federal v. Chipchase
Lot 11, Block L, Tower [illegible]
on the Bay, Plat 2, [illegible]
County, Maryland

Dear

This is to advise you that the above captioned property will be sold on the premises by Alex Cooper Auctioneers, Inc. on Wednesday September 27, 1978 at 2:00 P.M. . This will be a public auction sale and the terms of sale will be as follows: 10% down at the time of sale with the balance being due upon the final ratification of the sale by the Circuit Court of Queen Anne's County, in Equity.

Very truly yours,

Bernard Dackman, Trustee

Certified Mail # 667145

No. 667145

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

	POSTMARK OR DATE
SENT TO: Concetta Rigatuso	
STREET AND NO.: 1235 W. Cross Street	
P.O. STATE AND ZIP CODE: Baltimore, Maryland 21230	9/20/78
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 : 1972 O - 460-743

CLERK'S RECEIVED COURT
1978 OCT -6 AM 9:49
QUEEN ANNE'S COUNTY

O 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 ..... ¢
☐ Show to whom, date, and address of delivery ..... ¢
☐ RESTRICTED DELIVERY
☐ Show to whom and date delivered ..... ¢
☐ RESTRICTED DELIVERY.
☐ Show to whom, date, and address of delivery $
(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Concetta Rigatuso
1235 W. Cross Street
Balto., Md. 21230

3. ARTICLE DESCRIPTION:
REGISTERED NO. | CERTIFIED NO. 667145 | INSURED NO.
(Always obtain signature of addresses or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
X Concetta Rigatuso

4. DATE OF DELIVERY SEP 27 1978 POSTMARK SOUTH STA.

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

☆ GPO : 1977—O-234-337

PS Form 3811, Apr. 1977 — RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

LAW OFFICES
IRWIN R. COHEN
BERNARD DACKMAN
2221 MARYLAND AVENUE
BALTIMORE, MARYLAND 21218

CLAIM CHECK NO. 162270

☐ HOLD

DATE

1ST NOTICE

2ND NOTICE

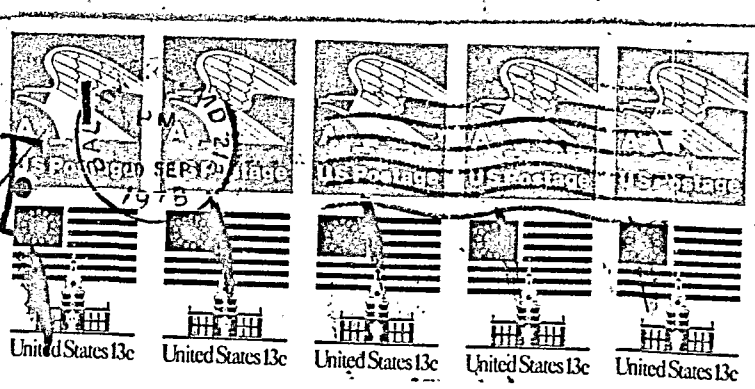
RETURN

RETURNED TO SENDER

Moved, not forwardable
Moved, left no address
Temporarily away
Addressee unknown
No such number
Refused
Vacant
Out of business
No mail receptacle
Unclaimed
Other

Detached from PS Form 3849-A Feb. 1978

CERTIFIED
No. 667147
MAIL



Rick Rigatuso
Shirley Rigatuso
53 Jumpers Hole Road
Pasadena, Maryland 21122

RETURN RECEIPT REQUESTED
SHOWING ADDRESS WHERE DELIVERED

COHEN AND DACKMAN
2221 MARYLAND AVENUE
BALTIMORE, MARYLAND 21218
301/366-1710

IRWIN R. COHEN
BERNARD DACKMAN

GORDON B. HEYMAN

September 18, 1978

Rick Rigatuso
Shirley Rigatuso
53 Jumpers Hole Road
Pasadena, Maryland 21122

RE: Key Federal v. Shipshape
Lot 11, Block L, Tower Gardens on the Bay, Plat 2, Queen Anne's County, Maryland

Dear

This is to advise you that the above captioned property will be sold on the premises by Alex Cooper Auctioneers, Inc. on Wednesday September 27, 1978 at 2:00 P. M. . This will be a public auction sale and the terms of sale will be as follows: 10% down at the time of sale with the balance being due upon the final ratification of the sale by the Circuit Court of Queen Anne's County, in Equity.

Very truly yours,

Bernard Dackman, Trustee

Certified Mail # 667147

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

	POSTMARK OR DATE
SENT TO Rick Rigatuso Shirley	
STREET AND NO. 53 Jumpers Hole Rd.	9/20/78
P.O., STATE AND ZIP CODE Pasadena Maryland 21122	

OPTIONAL SERVICES FOR ADDITIONAL FEES

RETURN RECEIPT SERVICES
1. Shows to whom and date delivered ..... 15¢
With delivery to addressee only ..... 55¢
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) .....

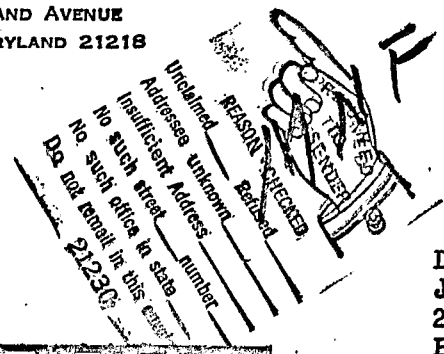
PS Form 3800 Apr. 1971 — NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL — (See other side)
☆ GPO : 1972 O - 460-743

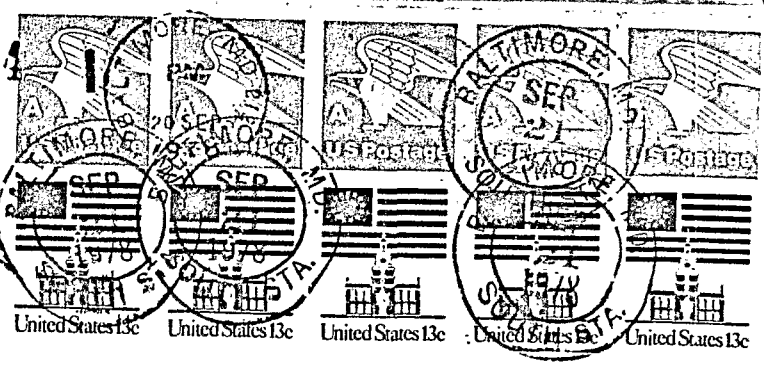
No. 667147

RECEIVED
CLERK'S OFFICE
1978 OCT -6 AM 9:49
QUEEN ANNE'S COUNTY

LIBER 10 PAGE 724

LAW OFFICES
IRWIN R. COHEN
BERNARD DACKMAN
2221 MARYLAND AVENUE
BALTIMORE, MARYLAND 21218





Dominic Rigatuso
June Rigatuso
2307 W. Patapsco Avenue
Baltimore, Maryland 21230

CERTIFIED
No. 667146
MAIL

☒ Moved, left no address
☐ No such number
☒ Moved, not forwardable
☒ Addressee unknown

COHEN AND DACKMAN
2221 MARYLAND AVENUE
BALTIMORE, MARYLAND 21218
301/366-1710

IRWIN R. COHEN
BERNARD DACKMAN
GORDON B. HEYMAN

September 18, 1978

Dominic Rigatuso
June Rigatuso
2307 W. Patapsco Avenue
Baltimore, Maryland 21230

RE: Key Federal v. Shipshape
Lot 11, Block L, Tower Gardens
on the Bay, Plat 2, Queen Anne's
County, Maryland

Dear

This is to advise you that the above captioned property will be sold on the premises by **Alex Cooper Auctioneers, Inc. on Wednesday September 27, 1978 at 2:00 P. M.** . This will be a public auction sale and the terms of sale will be as follows: **10% down at the time of sale with the balance being due upon the final ratification of the sale by the Circuit Court of Queen Anne's County, in Equity.**

Very truly yours,

Bernard Dackman, Trustee

Certified Mail # 667146

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

SENT TO: Dominic Rigatuso, June	POSTMARK OR DATE
STREET AND NO.: 2307 W. Patapsco Ave	
P.O., STATE AND ZIP CODE: Balto. md. 21230	
OPTIONAL SERVICES FOR ADDITIONAL FEES	
RETURN RECEIPT SERVICES: 1. Shows to whom and date delivered ..... 15¢ With delivery to addressee only ..... 65¢ 2. Shows to whom, date and where delivered .. 35¢ With delivery to addressee only ..... 85¢	
DELIVER TO ADDRESSEE ONLY	50¢
SPECIAL DELIVERY (extra fee required)	

PS Form Apr. 1971 3800 NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL (See other side)
GPO 1972 O - 460-143

No. 667146

RECEIVED
CLERK, CIRCUIT COURT
1978 OCT -6 AM 9:49
QUEEN ANNE'S COUNTY

KEY FEDERAL SAVINGS AND LOAN ASSOCIATION Plaintiff vs. SHIPSHAPE BUILDERS, INC. et al Defendants	*	IN THE CIRCUIT COURT OF QUEEN ANNE'S COUNTY IN EQUITY No. 6232 Equity

* * * * * * * *

ORDER NISI

ORDERED by the Circuit Court for Queen Anne's County, this 6th day of October, 1978, that the sale made and reported by Bernard Dackman, Trustee, for the sale of the property described in the proceedings in the above entitled cause be and ratified and confirmed, unless cause to the contrary thereof be shown on or before the 6th day of November , 1978.

PROVIDED a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, once in each of three successive weeks before the 30th day of October , 1978.

The report of sale states the amount of sale to be: $38,000.00.

Charles W. Cecil
Clerk of the Court

Filed: October 6, 1978

LIBER 10 PAGE 726

KEY FEDERAL SAVINGS & LOAN ASSOCIATION	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
SHIPSHAPE BUILDERS, INC.	:	QUEEN ANNE'S COUNTY
Defendant	:	CWC-6/6232

- - - oOo - - -

PETITION FOR ALLOWANCE OF SECOND MORTGAGE CLAIM

Now comes Dealers Aluminum Installation Service, Inc., Petitioner, by Miller, Rosenthal, Pittler & Kaufman, P.A., its attorneys, and respectfully represents unto this Honorable Court:

1. That the Defendant herein, by Second Mortgage executed December 29, 1977 to Petitioner, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 129, folio 710, did borrow from your Petitioner the sum of Nine Thousand Dollars ($9,000.00) and gave as security a Second Mortgage to the property known as Lot No. 11, Block L, of Tower Gardens on the Bay, Queen Anne's County, Maryland.

2. That no payments have been made on said indebtedness, and there is currently due and owing to your Petitioner the sum of Nine Thousand Dollars ($9,000.00).

3. That your Petitioner believes, and therefore avers, that there is an overage in the above-entitled case, and, as Second Mortgage Holder, your Petitioner would be entitled to payment from the excess funds in the hands of the Trustee.

WHEREFORE, YOUR PETITIONER PRAYS:

(a) That this Honorable Court pass its Order directing the Trustee in the aforegoing foreclosure to pay to Petitioner any excess funds in the hands of said Trustee belonging to the Defendant, to satisfy Petitioner's claim against the Defendant herein.

RECEIVED
CLERK CIRCUIT COURT
1978 OCT 25 AM 9:00
QUEEN ANNE'S COUNTY

(b) And for such other and further relief as the nature of its cause may require.

MILLER, ROSENTHAL, PITTLER & KAUFMAN, P.A.

BY: _____

WILLIAM J. PITTLER
Suite 200, Hilton Plaza
1726 Reisterstown Road
Pikesville, Maryland 21208
484-3911

Attorneys for Petitioner

STATE OF MARYLAND, County of Baltimore, to wit:

I HEREBY CERTIFY, that on this 23rd day of October, 1978, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared ALPHONSE YOVIENE, President of DEALERS ALUMINUM INSTALLATION SERVICE, INC., who, being authorized so to do, 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 WITNESS, my hand and Notarial Seal.

WILLIAM J. PITTLER * NOTARY PUBLIC * BALTIMORE COUNTY, MD. *

_____
Notary Public

My Commission Expires: 7/1/82

I HEREBY CERTIFY, that on this 23rd day of October, 1978, a copy of the aforegoing Petition for Allowance of Second Mortgage Claim was mailed to Bernard Dackman, Esquire, Trustee, 2221 Maryland Avenue, Baltimore, Maryland 21218.

_____
WILLIAM J. PITTLER

LIBER 10 PAGE 728

KEY FEDERAL SAVINGS & LOAN ASSOCIATION	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
SHIPSHAPE BUILDERS, INC.	:	QUEEN ANNE'S COUNTY
Defendant	:	CWC-6/6232

- - - oOo - - -

O R D E R

It is this 26th day of October, 1978, by the Circuit Court for Queen Anne's County,

ORDERED, that the Auditor shall allow the aforegoing Claim in accordance with its legal priority and subject to the usual exceptions.

B Hackett Turner Jr
JUDGE

RECEIVED
CLERK, CIRCUIT COURT
1978 OCT 26 PM 2:27
QUEEN ANNE'S COUNTY

November 9..... 19.78.

THIS IS TO CERTIFY, That the annexed

Trustee'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 .....27..... day of September 78 19....

BAY PUBLISHING CORPORATION
Publishers

By ..... Business Manager

RECEIVED
CLERK. CIRCUIT COURT
1978 NOV -9 PM 1:52
QUEEN ANNE'S COUNTY

Gordon B. Heyman, Solicitor
2221 Maryland Avenue
Baltimore, Maryland 21218

Trustee's Sale

HIGHLY DESIRABLE FEE SIMPLE DWELLING PROPERTY

Under and by virtue of a decree of the Circuit Court for Queen Anne's County the undersigned Trustee will offer for sale at public auction on the premises on:

Wed., September 27, 1978

At 2:30 p.m.

The following described land and premises, situate in the Queen Anne's County, State of Maryland and described as follows:

All those lots of ground 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 Second Edition of the 3rd Section of Kent Island Estates by J.B. Metcalfe registered surveyor recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 1 folio 191 which said lots are known and designated as Lots Nos. 47, 48 and 49, Block Y of the 3rd Section of Kent Island Estates.

The improvements consist of a 3 bedroom, 2 bath split foyer dwelling approximately 60% complete. In fee simple.

TERMS OF SALE: A cash deposit or certified check of 10% of the purchase price will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court of Queen Anne's County and to bear interest at the rate of 8% per annum from date of sale to settlement. Taxes and water rent to be adjusted to date of sale. All other public charges and assessments, payable on an annual basis, including sanitary and/or Metropolitan District charges to be adjusted for the current year to date of sale and assumed thereafter by the purchaser. Cost of all Documentary Stamps and Transfer Taxes, if any, to be borne by the purchaser.

BERNARD DACKMAN, Trustee
ALEX COOPER AUCTIONEERS, INC.
345 N. CHARLES STREET
BALTIMORE, MARYLAND 21201
(301) 752-4868

R.O.-9-6-4

LIBER 10 PAGE 730 November 14..... 19.78.

THIS IS TO CERTIFY, That the annexed

Order Nisi/Equity No. 6232..... 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 ....26..... day of October 19 78

BAY PUBLISHING CORPORATION
Publishers

By Dorothy L. Welch

RECEIVED
CLERK, CIRCUIT COURT
1978 NOV 16 PM 1:16
QUEEN ANNE'S COUNTY

KEY FEDERAL SAVINGS AND LOAN ASSOCIATION
Plaintiff
vs,
SHIPSHAPE BUILDERS, INC. et al
Defendants
IN THE CIRCUIT COURT OF
QUEEN ANNE'S COUNTY
IN EQUITY No. 6232 Equity
ORDER NISI

ORDERED by the Circuit Court for Queen Anne's County, this 6th day of October, 1978, that the sale made and reported by Bernard Dackman, Trustee, for the sale of the property described in the proceedings in the above entitled cause be and ratified and confirmed, unless cause to the contrary thereof be shown on or before the 6th day of November, 1978.

PROVIDED a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, once in each of three successive weeks before the 30th day of October, 1978.

The report of sale states the amount of sale to be: $38,000.00.

Charles W. Cecil, Clerk of the Court
Filed: October 6, 1978
TRUE COPY, TEST:
Charles W. Cecil, Clerk
By: Betty M. Comegys, Deputy Clerk

R.O.-10-11-3t

KEY FEDERAL SAVINGS AND LOAN ASSOCIATION	!	IN THE CIRCUIT COURT
Plaintiff	!	FOR
vs.	!	QUEEN ANNE'S COUNTY
SHIPSHAPE BUILDERS, INC. et al	!	IN EQUITY
Defendants	!	No. 6232 Equity
	!	

ORDER OF RATIFICATION OF SALE

It is ordered, this 17th day of November 1978, by the Circuit Court for Queen Anne's County, in Equity, that the sale of the real estate mentioned in these proceedings, made and reported by Bernard Dackman, Trustee, to Kevin Quinn, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereto having been shown although due notice has been given in accordance with the preceding Confirmatory Order Nisi passed in said cause.

And this cause is hereby referred to the Auditor of this Court to state an account of the trust fund, allowing therein to the Trustee the commissions allowable under the mortgage, and such othere costs, fees and expenses of the said Trustee, as he shall produce satisfactory vouchers therefor.

B Hackett Turner Jr.
Judge

RECEIVED
CLERK, CIRCUIT COURT
1978 NOV 17 PM 2:10
QUEEN ANNE'S COUNTY

CAUSE NO. 6232

The sale of land reported in this cause by Bernard Dackman, Agent and Trustee to sell and convey the land in this suit.

DR.

1978 Sept. 27	By proceeds of sale of land, per reports of said Agent and Trustee----------	38,000.00
	Interest for 2 months 18 days on $34,000.00	435.24
	State and County Taxes for 9 months and 3 days, for 1978-1979	193.78
		$38,829.02

CR.

To Gordon B. Heyman of Cohen and Dackman for		
1. counsel fee for mtg.	$1,000.00	
2. commissons on sale	2,050.00	3,050.00
To do for an amount paid Charles W. Cecil, Clerk for advanced filing fee		50.00
To do for an amount due Charles W. Cecil, Clerk for		
1. Appearance fee	10.00	
2. Clerk's additional	91.00	101.00
To do for an amount due Keiser & Keiser, Inc. Insurance for bond premium		142.00
To do for an amount paid Oscar A. Schulz, Treasurer for Queen Anne's County for State and County Taxes on property		482.57
To do for an amount paid The Queen Anne's Record-Observer for advertising said sale		105.00
To do for an amount due The Queen Anne's Record-Observer for Order Nisi in said sale		42.00
To do for an amount paid The Sunpapers for Advertising said sale		166.00
To do for an amount paid Alex Cooper Auctioneers, Inc. for crying said sale		75.00

January 23, 1979

J Thomas Clark
Audtior

To do for an amount due
J. Thomas Clark, Auditor
for

1. Stating this account	$45.00	
2. notifying parties	10.00	55.00

To do for an amount due
Key Federal and Savings
and Loan Association
for full payment of
principal in the amount
of $33,350.00 and partial
payment of interest in the
total amount of $2,291.46 34,560.45

$38,829.02 $28,829.02

January 23, 1979

J. Thomas Clark
Auditor

KEY FEDERAL SAVINGS AND LOAN ASSOCIATION 8601 Liberty Road Randallstown, MD 21133 Plaintiff	*	IN THE
Vs.	*	CIRCUIT COURT
SHIPSHAPE BUILDERS, INC. c/o Rick Rigatuso, Resident Agent 2307 W. Patapsco Avenue Baltimore, MD 21230	*	
CONCETTA RIGATUSO 1234 W. Cross Street Baltimore, MD 21230	*	FOR
DOMINIC RIGATUSO JUNE RIGATUSO 2307 W. Patapsco Avenue Baltimore, MD 21230	*	QUEEN ANNE'S COUNTY
RICK RIGATUSO SHIRLEY RIGATUSO 53 Jumpers Hole Road Pasadena, MD 21122 Defendants	*	IN EQUITY NO. 6232

* * * * * * * * * * * * * * * *

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on January 23, 1979, the date the audit in the above-entitled cause was filed in this Court, that the did by U. S. First Class Mail notify the following interested parties of this cause, to wit:

Key Federal Savings and Loan Association
8601 Liberty Road
Randallstown, MD 21122

Concetta Rigatuso
1234 W. Cross Street
Baltimore, MD

Gordon B. Heyman, Esquire
Cohen and Dackman
2221 Maryland Avenue
Baltimore, MD 21218

Bernard Dackman
2221 Md. Ave.
Baltimore, MD
21218

Domenic Rigatuso
June Rigatuso
2307 W. Patapsco Avenue
Baltimore, MD 21230

Shipshape Builders, Inc.
c/o Rick Rigatuso, Resident Agent
2307 W. Patapsoco Avenue
Baltimore, MD 21230

Rick Rigatuso
Shirley Rigatuso
53 Jumpers Hole Road
Pasadena, MD 21122

Pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify each of them, that said account was filed on January 23, 1979, with the Clerk of the Court, Centreville, Maryland, and the exceptions to said audit must be filed on or before February 7, 1979, and if no exceptions are filed within such fifteen-day period, the account may thereupon be ratified on Februarv 8, 1979.

FILED

JAN 23 1979

CIRCUIT COURT
QUEEN ANNE'S CO.

J. Thomas Clark

J. Thomas Clark, Auditor

KEY FEDERAL SAVINGS AND LOAN ASSOCIATION	*	IN THE CIRCUIT COURT
Plaintiff	*	
vs.	*	FOR QUEEN ANNE'S COUNTY
SHIPSHAPE BUILDERS, INC. CONCETTA RIGATUSO DOMINIC RIGATUSO JUNE RIGATUSO RICK RIGATUSO SHIRLEY RIGATUSO	*	IN EQUITY
Defendants		NO. 6232

* * * * * * * * * * * * * *

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 Gordon B. Heyman of Cohen and Dackman, Irwin R. Cohen being the attorney named in Mortgage, wherein it appears that the proceeds of sale are insufficient to pay both the principal and interest of said indebtedness. The principal due is in the amount of $33,350.00 and the interest is in the amount of $2,291.46, coming to a total indebtedness of $35,641.36. The deficiency being in the amount of $1,081.01.

2. That in the within account of Bernard Dackman, Agent and Trustee in said mortgage, charged with the proceeds of sale made by him, and Gordon B. Heyman of Cohen and Dackman is allowed his commissions for sale of land, his fee for mortgage, the court costs paid in this cause, the court costs due in this cause, the premium on the bond, the costs paid for advertising said sale and the costs due for Order Nisi, the fee paid the auctioneer for crying said sale, the amount paid for the State and County Taxes in this cause, the fee of your Auditor due in this cause, and the balance was credited toward the mortgage indebtedness.

Respectfully submitted,

J. Thomas Clark

J. Thomas Clark, Auditor

January 23, 1979

FILED

JAN 23 1979

CIRCUIT COURT
QUEEN ANNE'S CO.

LIBER 10 PAGE 736

KEY FEDERAL SAVINGS AND LOAN ASSOCIATION	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6232
SHIPSHAPE BUILDERS, INC., et al.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 23rd day of January, 1979, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 8th day of February, 1979, 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.

Marguerite H. Mankin Clerk

Filed Jan. 23, 1979

LAW OFFICES.
CLARK & CLARK
P. O. BOX 208
118 N. COMMERCE STREET
CENTREVILLE, MD. 21617

CENTREVILLE, MD JAN 23 PM 1979 21617

Equity 6238

Domenic Rigatuso
June Rigatuso
2307 W. Patapsco Avenue
Baltimore, MD 21230

RETURNED TO SENDER
UNDELIVERABLE AS ADDRESED - UNABLE TO FORWARD
POSTAGE DUE ____¢
21230

LAW OFFICES
CLARK & CLARK
P. O. BOX 208
118 N. COMMERCE STREET
CENTREVILLE, MD. 21617

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED · UNABLE TO FORWARD

CENTREVILLE, MD JAN 23 PM 1979 21617

Rick Rigatuso
Shirley Rigatuso
53 Jumpers Hole Road
Pasadena, MD 21122

LAW OFFICES
CLARK & CLARK
P. O. BOX 208
118 N. COMMERCE STREET
CENTREVILLE, MD. 21617

CENTREVILLE, MD JAN 23 PM 1979 21617

RETURNED TO SENDER
NOT DELIVERABLE AS ADDRESSED · UNABLE TO FORWARD

Shipshape Builders, Inc.
c/o Rick Rigatuso, Resident Agent
2307 W. Patapsco Avenue
Baltimore, MD 21230

LIBER 10 PAGE 737

KEY FEDERAL SAVINGS AND LOAN ASSN.	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6232
	*	
SHIPSHAPE BUILDERS, INC., et al.	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 21st day of February, 19 79, by the Court that the account of the Auditor is finally ratified and confirmed, and Bernard Dackman, ~~Assignee~~/Trustee, is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Marguerite H. Hankins Clerk

Filed February 21, 1979