BERTHERD VESTEL PUCKETT Church Hill, Maryland 21623	:	IN THE CIRCUIT COURT
PLAINTIFF	:	FOR QUEEN ANNE'S COUNTY,
Vs.	:	IN EQUITY
WILLIAM KELSIE PUCKETT Church Hill, Maryland 21623	:	NO. 6011 CHANCERY
DEFENDANT	:	

JUN 27-77 # 22931 *****40.00
JUN 27-77 A 22931 *****40.00

* * * * * * * * *

BILL OF COMPLAINT FOR SALE OF LANDS IN LIEU OF PARTITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

BERTHERD VESTEL PUCKETT, Plaintiff, by John-Clarence North, His Attorney, complaining, says:

FIRST: That the Plaintiff and the Defendant are the owners as Tenants in Common of that certain real property situate in the County of Queen Anne's, State of Maryland, and more particularly described as follows, that is to say:

ALL that farm or tract of land called or known as "The Elizabeth B. Williams Farm" and as "The Martha E. Brierley Farm" and embracing parts of two tracts of land, one called "Frog Island" mentioned in the Deed hereinafter referred to and one called (among other names) "Tilhama" mentioned in the Deed hereinafter referred to, reduced to one tract of land called or known as "The Elizabeth B. Williams Farm" and/or as "The Martha E. Brierley Farm" above mentioned situate, lying, and being in the FirstElection District of Queen Anne's County in the State of Maryland on the East side of the Public Road which leads from Price's Station by the place called or known as "The Site of Slider's Shop" to Merrick's Corner or Merrick's Crossroads, bounded on the West by said Public Road in part and in part by the

land of George Bostick, bounded on the South by the land of George Bostick and bounded on the East by the land of Rachel Sparks, by the land of Jo or Joanna Hall and the land of others, bounded on the North by the land of Nellie Merrick, adjoining the land of Edward Cronshaw (which lies on the East side of the Public Road above mentioned) and traversed or divided by the Railroad which runs from Robert's Station to Barclay Station and containing 175 Acres of land, more or less.

BEING the same land which was conveyed unto Bertherd Vestel Puckett and William Kelsie Puckett, as Tenants in Common, by Bertherd Vestel Puckett and William Kelsie Puckett, Joint Tenants, by Deed bearing date May 28, 1976, and duly recorded among the Land Record Books of Queen Anne's County in Liber C.W.C. No. 105, Page 405, &c.

SAVE AND EXCEPT that portion of said property previously conveyed by the herein Grantors to William K. and Louise H. Puckett, by Deed recorded in Liber C.W.C. No. 005, Folio 238, a Land Record Book for Queen Anne's County.

(A certified copy of said Deed is herewith filed and marked "PLAINTIFF'S EXHIBIT A.")

SECOND: That the said real estate is not susceptible of partition without material loss and injury to the parties entitled to interest therein as above stated, and that in order to make division of said interest, it will be necessary that said real estate be sold, and the proceeds thereof divided between the parties according to their respective interest.

THIRD: That according to the information and belief of the Plaintiff, there is no lien or encumbrance of any kind appearing of record against the real property hereinabove particularly described and herein the subject of this proceeding.

WHEREFORE, PLAINTIFF PRAYS:

(1) That a Decree may be passed for the sale of said real estate.

(2) That the proceeds of sale may be distributed between Plaintiff and Defendant, according to their respective rights of interest.

(3) That the Plaintiff may have such other and further relief as his case may require.

AND, AS IN DUTY BOUND, ETC.....

JOHN-CLARENCE NORTH
Attorney For
BERTHERD VESTEL PUCKETT, Plaintiff
Suite 208-11 Stewart Building
Easton, Maryland 21601
TELEPHONE: 822 - 7580

DOCUMENT NO. 84,040

THIS DEED, made this 28th day of May, 1976, by and between BERTHERD VESTEL PUCKETT and WILLIAM KELSIE PUCKETT; joint tenants, of Queen Anne's County, State of Maryland, parties of the first part, Grantors, and BERTHERD VESTEL PUCKETT and WILLIAM KELSIE PUCKETT, of Queen Anne's County, State of Maryland, parties of the second part, Grantees.

WITNESSETH: That the said parties of the first part, in consideration of the sum of Five Dollars ($5.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby grant and convey unto the said Bertherd Vestel Puckett and William Kelsie Puckett, as tenants in common, their heirs and assigns, in fee simple, the following described property, to wit:

> ALL that farm or tract of land called or known as "The Elizabeth B. Williams Farm" and as "The Martha E. Brierley Farm" and embracing parts of two tracts of land, one called "Frog Island" mentioned in the deed hereinafter referred to and one called (among other names) "Tilhama" mentioned in the deed hereinafter referred to, reduced to one tract of land called or known as "The Elizabeth B. Williams Farm" and/or as "The Martha E. Brierley Farm" above mentioned situate, lying, and being in the First Election District of Queen Anne's County in the State of Maryland on the east side of the public road which leads from Price's Station by the place called or known as "The Site of Slider's Shop" to Merrick's Corner or Merrick's Crossroads, bounded on the west by said public road in part and in part by the land of George Bostick, bounded on the south by the land of George Bostick and bounded on the east by the land of Rachel Sparks, by the land of Jo or Joanna Hall and the land of others, bounded on the north by the land of Nellie Merrick, adjoining the land of Edward Cronshaw (which lies on the east side of the public road above mentioned) and traversed or divided by the Railroad which runs from Robert's Station to Barclay Station and containing 175 acres of land, more or less.

BEING the same land which was conveyed unto the said Bertherd Vestel Puckett and William Kelsie Puckett, as joint tenants, by Elizabeth B. Williams and Elmer F. Williams, her husband, by deed dated December 26, 1944, and recorded among the Land Records for Queen Anne's County in Liber PSGJr. No. 10, folio 398.

WILLIAM S. HORNE
ATTORNEY AT LAW
EASTON, MARYLAND
TEL.: 822-0470

"PLAINTIFF'S EXHIBIT A"

SAVE AND EXCEPT that portion of said property previously conveyed by the herein Grantors to William K. and Louise H. Puckett, by deed recorded in Liber CWC No. 005, folio 233, a Land Record Book for Queen Anne's County.

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

TO HAVE AND TO HOLD all and singular the premises and land above granted and described with the appurtenances thereof unto the said Bertherd Vestel Puckett and William Kelsie Puckett, as tenants in common, in fee simple.

AND the said parties of the first part covenant that they will warrant specially the property hereby granted and conveyed; that they are seised of said land; that they have done no act to encumber said property; and that they will execute such further assurances of said land as may be requisite or necessary.

AS WITNESS, the hands and seals of said Grantors the day and year first above written.

WITNESS:

Carty McHolbrook — Bertherd Vestel Puckett (SEAL)
Bertherd Vestel Puckett

D. Edgar Harker, Jr. — William Kelsie Puckett (SEAL)
William Kelsie Puckett

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

I HEREBY CERTIFY that on this 25 day of May, 1976, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared BERTHERD VESTEL PUCKETT, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within deed and acknowledged that he executed the same for the purposes therein contained, and further acknowledged said deed to be his act.

AS WITNESS, my hand and Notarial seal.

D. Edgar Harker, Jr.
Notary Public

My Commission Expires:
July 1, 1978

WILLIAM B. HORNE
ATTORNEY AT LAW
EASTON, MARYLAND
TEL.: 822-0470

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

I HEREBY CERTIFY that on this 25 day of May, 1976, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared WILLIAM KELSIE PUCKETT, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within deed and acknowledged that he executed the same for the purposes therein contained, and further acknowledged said deed to be his act.

AS WITNESS, my hand and Notarial seal.

D Edgar Hall
Notary Public

My Commission Expires:
July 1, 1978

RECEIVED FOR RECORD
& RECORDED IN LIBER CWC
No. 105 FOLIO 405

1976 JUN -1 AM 10:00

Land RECORD FOR
QUEEN ANNE'S CO., MD.
CHARLES W. CECIL, CLERK

JUN-1-76 * 27877 *****11.50
JUN-1-76 A 27877 *****11.50

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

I Hereby Certify that the aforegoing was truly taken and copied from Liber CWC No.105, folio 405, a LAND Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I have hereunto subscribe my name and affixed the Seal of the Circuit Court for Queen Anne's County this 21st day of June, 1977.

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

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY MARYLAND

WILLIAM S. HORNE
ATTORNEY AT LAW
EASTON, MARYLAND
TEL.: 822-0470

LIBER 11 PAGE 07

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: July Return Day

File No. 6011 Equity

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 KELSIE PUCKETT
Church Hill, Maryland 21623

of Queen Anne's County, to the Circuit Court for Queen Anne's County,

on the FIRST MONDAY of July, next to answer an action at the

suit of BERTHERD VESTEL PUCKETT
Church Hill, Maryland 21623

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 27th day of June, 19 77.

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: John-Clarence North
Suite 208-11 Stewart Building
Address: Easton, Maryland 21601
Telephone: 822-7580

Name:

Address:

Charles H. Weil
Clerk

RECEIVED
CLERK, CIRCUIT COURT
1977 JUN 30 PM 2:24
QUEEN ANNE'S COUNTY

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 28 day of June, 1977, I read the within writ to the Defendant—therein named, and copy of process and pleadings left with

William Kelsie Puckett

George B. Sharp Sheriff of Queen Annes County

BERTHERD VESTEL PUCKETT Church Hill, Maryland 21623 PLAINTIFF Vs. WILLIAM KELSIE PUCKETT Church Hill, Maryland 21623 DEFENDANT	: : : : : : :	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY NO. 6011 CHANCERY

* * * * * * * * * *

ANSWER AND ASSENT TO DECREE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

WILLIAM KELSIE PUCKETT, Defendant, by WILLIAM S. HORNE, His Attorney, answering the Bill of Complaint of Bertherd Vestel Puckett against him in this Court exhibited, says:

That he admits the matters and facts set forth in said Bill of Complaint and consents to the passage of such Decree as may be right and proper in the premises.

AND, AS IN DUTY BOUND, etc.....

William Horne
WILLIAM S. HORNE
Attorney For Defendant
P. O. Box 204
Easton, Maryland 21601
TELEPHONE: (301) 822-0470

I HEREBY CERTIFY That on this 24th day of May, 1978, a copy of the aforegoing ANSWER AND ASSENT was personally served on John-Clarence North, Esq., Suite 208-11 Stewart Bldg., Easton, Md. 21601, Attorney for Plaintiff.

RECEIVED
CLERK, CIRCUIT COURT
1978 MAY 26 AM 9 20
QUEEN ANNE'S COUNTY

William Horne
WILLIAM S. HORNE
Attorney For Defendant

BERTHERD VESTEL PUCKETT Church Hill, Maryland 21623	:	IN THE CIRCUIT COURT FOR
PLAINTIFF	:	QUEEN ANNE'S COUNTY
vs.	:	
WILLIAM KELSIE PUCKETT Church Hill, Maryland 21623	:	NO. 6011 CHANCERY
DEFENDANT	:	

D E C R E E

This cause standing ready for hearing and submitted, the Counsel for the parties were heard and the proceeding was read and considered.

It is thereupon this 26th day of May, 1978, by The Circuit Court for Queen Anne's County, In Equity, ORDERED AND DECREED that the property mentioned in the proceedings be sold; that JOHN CLARENCE NORTH and WILLIAM HORNE, Attorneys at Law, Easton, Maryland, be and they are hereby appointed Trustees to make such sale and that the course and manner of their proceedings shall be as follows:

They shall first file with this Court a bond to the State of Maryland executed by themselves, and a surety or sureties to be approved by this Court in the penalty of $ 200,000.00, conditioned for the faithful performance of the trust reposed in them by this Decree or to be reposed in them by any future decree or order in the premises; they shall then proceed to make said sale, by giving notice by advertisement of the time, place and terms of sale in Queen Anne's County in a newspaper published in said County 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; which terms shall be at least one-third cash, one-third in six months and one-third in twelve months, or all cash at the option

of the purchaser or purchasers, the credit portion is to bear interest and to be secured to the satisfaction of the Trustees; and, as soon as practicable after the sale, and within thirty days of the date thereof, the said Trustees shall render to this Court a full and particular report of the proceedings relative to such sale with an annexed affidavit of the truth thereof and the fairness of said sale; and upon obtaining this Court's ratification of the sale and on the payment of the whole purchase money the said Trustees shall, by good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers the said property free, clear and discharged from all claim of the parties hereto, Plaintiff and Defendant, and those claiming by, from or under them, or either of them. Said sale shall be conducted pursuant to Rule BR (Sales - Judicial) of the Maryland Rules of Procedure.

B. Hackett Turner Jr.
JUDGE

Maryland
Chy 6011

WESTERN SURETY COMPANY

One of America's Oldest Bonding Companies

CHICAGO · SIOUX FALLS · DALLAS
PALO ALTO · BALA-CYNWYD, PA.

TRUSTEES, MORTGAGEES, ATTORNEYS OR FORECLOSURE BOND

KNOW ALL MEN BY THESE PRESENTS: BOND No. 19-TM-1190

That we, JOHN-CLARENCE NORTH & WILLIAM S. HORNE, as Principal, and the WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, as Surety, authorized to do business in the State of Maryland, are held and firmly bound in the sum of TWO HUNDRED THOUSAND ($ 200,000.00) DOLLARS,
(NOT VALID IF FILLED IN FOR MORE THAN $500,000.00)
to be paid to the said State of Maryland or its certain Attorney, to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, by these presents.

Sealed with our seals and dated this 11th day of July, 1978.

WHEREAS, the above bounden JOHN-CLARENCE NORTH & WILLIAM S. HORNE

by virtue of the ~~powers contained in a mortgage from~~ authority contained in Decree of the Circuit Court For Queen Anne's County in Chy. No. 6011, Bertherd ~~xx~~ Vestel Puckett vs. William Kelsie Puckett

bearing date the 26th day of May, 1978 and ~~recorded among~~

~~the mortgage records of~~ duly filed and entered in said proceedings

~~in liber~~ ~~No.~~ ~~Folio~~

~~xxx~~ proceeding.

is about to sell the land and premises described in said ~~mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained~~

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden

JOHN-CLARENCE NORTH & WILLIAM S. HORNE

do and shall well and truly and faithfully perform the trust reposed in them under the ~~mortgage~~ Decree aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said ~~mortgaged~~ property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and delivered in the presence of

As to Principal

Doris M. Worm.

Cindy R. Bradley

As to Surety

D. Aspras

L. Erickson

John Clarence North
JOHN-CLARENCE NORTH Principal

William Horne
WILLIAM S. HORNE Principal

WESTERN SURETY COMPANY

By M. Stratton
M. Stratton, Ass't. Sec'y.

Countersigned by John Clarence North Maryland Resident Agent

SURETY APPROVED AND BOND FILED ON Oct 4 1978

LIBER 2 PAGE 243

1268—4-69

LIBER 11 PAGE 11

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 243, a Bond Record Book for Queen Anne's County.

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY MARYLAND

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 3rd day of October, Nineteen Hundred and Seventy-eight.

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

BERTHERD VESTEL PUCKETT Plaintiff	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
WILLIAM KELSIE PUCKETT Defendant	:	No. 6011 Chancery

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of John-Clarence North and William S. Horne, Trustees, states that pursuant to and by virtue of a Decree of this Honorable Court dated May 26, 1978, and that after giving bond, executed by themselves and a surety, in the amount of Two Hundred Thousand Dollars ($200,000.00) for the faithful discharge of the trust and having given notice by advertisement as prescribed in said Decree as well as in numerous other papers throughout the entire Delmarva region, they have sold the tract of land described in these proceedings at public auction held on the premises on October 7, 1978 at 12 noon; and at such sale William Kelsie Puckett became the last and highest bidder at the price of One Hundred Thirty Thousand Dollars ($130,000.00). The undersigned are of the opinion that the price bid represents a fair and reasonable value of the lands sold and therefore they recommend that the sale be confirmed.

John-Clarence North, Esq.

RECEIVED
CLERK, CIRCUIT COURT
1978 OCT 30 AM 9:06
QUEEN ANNE'S COUNTY

William S. Horne, Esq.

STATE OF MARYLAND, Talbot County, Sct.:

On the 27th day of October, A. D. 1978 personally appeared before me, a Notary Public of the State of Maryland, in and for Talbot County, John-Clarence North and William S. Horne, named in the above report of sale, and made oath, in due form of law, that the matter and things stated in the foregoing report are ture to the best of their knowledge and belief, and that the sale was fairly made.

Cindy Bradley
Notary Public

ORDER NISI ON SALE

BERTHERD VESTEL PUCKETT vs. WILLIAM KELSIE PUCKETT	In the Circuit Court for Queen Anne's County In Equity Cause No. 6011

ORDERED, this 30th day of October, 19 78, that the sale of the real property, made and reported in this cause by John-Clarence North and William S. Horne, Trustees, be ratified and confirmed, on or after the 30th day of November, 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 November, 19 78.

The report states the amount of sales to be $130,000.00.

Charles H. Cecil Clerk

Filed October 30, 1978

BERTHERD VESTEL PUCKETT Church Hill, Maryland 21623	:	IN THE CIRCUIT COURT
Plaintiff	:	FOR
vs.		
WILLIAM KELSIE PUCKETT Church Hill, Maryland 21623	:	QUEEN ANNE'S COUNTY
Defendant	:	No. 6011 Chancery

PETITION FOR APPOINTMENT OF SPECIAL AUDITOR

The Petition of John-Clarence North and William S. Horne, Trustees in the above entitled case, pursuant to Rule 595 (b) of the Maryland Rules of Procedure, respectfully shows:

1. That they are Trustees named in the Decree of this Honorable Court filed herein to conduct sale of property mentioned in the proceedings and presently owned by the parties hereto.

2. That the regular Auditor of this Honorable Court is absent due to sickness.

WHEREFORE, your Petitioners pray this Court to appoint a Special Auditor to whom referals shall be made in this cause.

John Clarence North, Trustee

William S. Horne, Trustee

Petition denied this 18th day of January, 1979.

Clayton C. Carter
Judge

December 20 ..... 19 78

THIS IS TO CERTIFY, That the annexed

Public Auction-175 + Acre Farm ..... 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 October..... 19..78

BAY PUBLISHING CORPORATION
Publishers

By Phyllis Welch

RECEIVED
CLERK, CIRCUIT COURT
1979 JAN -4 AM 9: 13
QUEEN ANNE'S COUNTY

PUBLIC AUCTION

175 + ACRE FARM...located in the First Election District, Queen Anne's County, east of 301, take Rt. 302 to Crane Swamp Rd., turn Right then Left on Brierly Mill Rd...the farm is on East side on both sides of RR. and also on Merrick Corner Rd.; 3½ miles SW of Barclay, 3 miles NW of Ingleside, Md.

SATURDAY, OCTOBER 7, 1978 at 12 NOON
(On Premises)

90 Acres tillable, balance mostly wooded. The Frontage on Merrick Corner Rd. is Zoned R-5...allowing home or trailer sites - 1 acre with 150' frontage...This farm is recorded by Deed bearing date May 28, 1976, and recorded among the Land Record Books of Queen Anne's County in Liber C.W.C. no. 105, Page 405 and C. (Bertherd Vestel Puckett and William Kelsie Puckett, Joint Tenants)

Sale is subject to ratification by the Circuit Court for Queen Anne's County.

Terms: $15,000.00 in Cash, Certified Check, or Guaranteed Funds at time of sale...Settlement within 30 days after Ratification...

Sale authorized by John Clarence North, Esquire, and Wm. S. Horne, Esquire, of Easton, Md.

Map and details from HARRY RUDNICK & SONS, INC.

Auctioneers of Galena, Md.
Phone (301) 648-5100

9-20-3

January 5 ..... 19 79

THIS IS TO CERTIFY, That the annexed

Order Nisi Cause No. 6011 ..... 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 16 ..... day of November 78 19....

BAY PUBLISHING CORPORATION
Publishers

By Phyllis Welch

RECEIVED
CLERK, CIRCUIT COURT
1979 JAN 12 PM 1: 11
QUEEN ANNE'S COUNTY

ORDER NISI ON SALE
BERTHERD VESTEL PUCKETT
vs.
WILLIAM KELSIE PUCKETT
In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 6011

ORDERED, this 30th day of October, 1978, that the sale of the real property, made and reported in this cause by John Clarence North and William S. Horne, Trustees, be ratified and confirmed, on or after the 30th day of November, 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 November, 1978.

The report states the amount of sales to be $130,000.00.

CHARLES W. CECIL
Clerk

TRUE COPY, TEST:
CHARLES W. CECIL, CLERK
BY: Betty M. Comegys
DEPUTY CLERK

Filed October 30, 1978
11-1-3t

BERTHERD VESTEL PUCKETT Church Hill, Maryland 21623	:	IN THE CIRCUIT COURT
Plaintiff	:	FOR
vs.		
WILLIAM KELSIE PUCKETT Church Hill, Maryland 21623	:	QUEEN ANNE'S COUNTY
Defendant	:	No. 6011 Chancery

FINAL ORDER OF RATIFICATION OF SALE

It is ORDERED, this 18th 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 John Clarence North and William S. Horne, Trustees, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice thereof appears to have been given as required by the preceding order nisi; and the said John Clarence North and William S. Horne, Trustees are allowed the usual commissions and such proper expenses, not personal, as they shall produce vouchers therefor to the auditor.

Clayton C. Porter
JUDGE

RECEIVED
CLERK, CIRCUIT COURT
1979 JAN 18 PM 2:38
QUEEN ANNE'S COUNTY

BERTHERD VESTEL PUCKETT

vs.

WILLIAM KELSIE PUCKETT

vs.

In the Circuit Court for Queen Anne's County

No. 6011 Equity

Judgment

Int. from

Costs

Credits

Recorded in Liber _____ folio _____

Mrs. Marguerite W. Mankin,

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

You will please record all papers in Judgment In Extenso records except the following: Exhibit A, Answer filed July 15, 1977, and Motion To Withdraw Answer filed May 26, 1978.

William Horne

Attorney for Defendant

LIBER 11 PAGE 20

BERTHERD VESTEL PUCKETT PLAINTIFF	:	IN THE CIRCUIT COURT
	:	FOR
Vs.	:	QUEEN ANNE'S COUNTY
WILLIAM KELSIE PUCKETT DEFENDANT	:	NO. 6011 CHANCERY

* * * * * * * * * *

PETITION FOR ALLOWANCE OF AUCTIONEER'S FEE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of JOHN-CLARENCE NORTH and WILLIAM S. HORNE, Trustees, respectfully represents:

(1) That by authority of all parties to this proceeding, and after conferring with the Court and receiving verbal approval therefor, your Petitioners employed the services of HARRY RUDNICK & SONS, INC., Professional Sales Managers and Licensed Auctioneers, of Galena, Maryland, to conduct the public auction sale of the real estate owned by the parties to this proceeding located in Queen Anne's County, Maryland.

(2) That Rule BR 8f of the Court Rules of Maryland's Second Judicial Circuit places a limit on auctioneer's fees for the sale of real estate but provides that such maximum limits are subject to increase by Court Order for good cause shown. The Rule further provides that for the fees set forth therein, the auctioneer shall not be required to perform any service prior to the actual sale to attract bidders but only to conduct the bidding at the sale and announce the names of the purchasers and file with the Court a written memorandum of the sale, signed by him, showing the name of the purchaser and the sales price.

(3) That the parties to this cause and your Petitioners

agreed that it would be to their best interest to have the sale specially advertised and promoted. That consequently, HARRY RUDNICK & SONS, INC. caused to have prepared fliers and posters advertising said sale and did distribute the fliers and posters, in addition to the required local advertising, in Kent, Caroline, and Talbot Counties as well as placed ads in the Lancaster Farming of Lancaster, Pennsylvania, and in the Baltimore Sun, Washington Post, Philadelphia Inquirer and newspapers in both Wilmington and Dover.

(4) That HARRY RUDNICK & SONS, INC. made several on-site inspections of the premises to be sold, and caused to be posted auction signs and widely distributed fliers well in advance of the sale.

(5) That HARRY RUDNICK & SONS, INC. received many telephone calls from various prospective purchasers inquiring for more information, and did their best to promote the attractiveness of the property and encouraged interest in attending said sale.

(6) That HARRY RUDNICK & SONS, INC. conducted the sale on the premises in Queen Anne's County, Maryland, and succeeded in selling said property for the sum of ONE HUNDRED THIRTY THOUSAND DOLLARS ($130,000.00).

(8) That because of the time and efforts expended by the auctioneer, the large volume of advertising conducted by the auctioneer, and the results obtained, and the presale agreement between all parties, and after conferences with the Court at which time the Court acquiesced in such arrangements, your Petitioners feel that the agreed commission of 4% of the sale price, or $5200.00, should be allowed the auctioneer.

JOHN-CLARENCE NORTH Attorney at Law SUITE 208-11 STEWART BUILDING - EASTON, MARYLAND 21601

WHEREFORE, your Petitioners pray this Honorable Court to pass an Order, allowing an auctioneer's fee of $5200.00, from the proceeds of sale of the property, the subject of these proceedings.

AND, AS IN DUTY BOUND, etc.....

JOHN-CLARENCE NORTH
Suite 208-11, Stewart Bldg.
Easton, Maryland 21601
TELEPHONE: (301) 822-7580

WILLIAM S. HORNE
Stewart Building
Easton, Maryland 21601
TELEPHONE: (301) 822-0470

PETITIONERS

BERTHERD VESTEL PUCKETT PLAINTIFF	:	IN THE CIRCUIT COURT
Vs.	:	FOR
WILLIAM KELSIE PUCKETT DEFENDANT	:	QUEEN ANNE'S COUNTY
	:	NO. 6011 CHANCERY

* * * * * * * * *

O R D E R

The Court having considered the Petition For Allowance Of Auctioneer's Fee filed herein, it is thereupon this 14 15 day of February, 1979,

ORDERED, ADJUDGED AND DECREED, by The Circuit Court For Queen Anne's County, that an Auctioneer's Fee of $5200.00 be allowed from the proceeds of sale in this proceeding, subject to the usual exceptions that may be taken to the Auditor's Account when stated.

Floyd B. Ravenscroft Jr.
JUDGE

LIBER 11 PAGE 24

BERTHERD VESTEL PUCKETT
Plaintiff

vs.

WILLIAM KELSIE PUCKETT
Defendant

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
No. 6011

MOTION FOR FEE

J. Thomas Clark, Auditor in this case, States:

1. That the total amount in this sale is $130,000.00.

2. That it should take approximately four (4) hours to go over this account and state same.

3. 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 $100.00.

WHEREFORE, your Petitioner prays:

1. That the Court pass an Order allowing the Petitioner a sum of $100.00 for his services as Auditor in this case.

RECEIVED
CLERK, CIRCUIT COURT
1979 FEB 21 AM 10: 03
QUEEN ANNE'S COUNTY

Respectfully submitted,

J. Thomas Clark
J. Thomas Clark, Auditor

ORDER OF COURT

Upon the aforegoing Motion for Auditor's fee, IT IS THIS 21st DAY OF February, 1979, by the Circuit Court for Queen Anne's County, ORDERED that J. Thomas Clark, Auditor, be paid an auditor's fee of $ 100.00, in Equity No. 6011 in the Circuit Court for Queen Anne's County; and John Clarence North and William Horne, Trustees, shall have until the 9th day of March, 1979, to file an exception with the Circuit Court for Queen Anne's County.

Clay B. Robins Jr.
JUDGE

FILED
FEB 21 1979
CIRCUIT COURT
QUEEN ANNE'S CO.

BERTHERD VESTEL PUCKETT

vs.

WILLIAM KELSIE PUCKETT

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 6011

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of J. Thomas Clark, Auditor, unto your Honor respectfully represents:

1. That this account is stated at the request of John-Clarence North and William S. Horne, Trustees.

2. That in the within account the Trustees are charged with the proceeds of sale made by them and they are allowed their commissions for said sale; the court costs; the fee for the survey; the auctioneer's fee, which includes advertising costs, per Order of Court; the fee for publication of Order Nisi On Sale; the bond premium; and the fee of your auditor, per Order of Court; and the balance was distributed to the joint owners.

February 28, 1979

J. Thomas Clark

RECEIVED
CLERK, CIRCUIT COURT
1979 FEB 28 PM 1:26
QUEEN ANNE'S COUNTY

Cause No. 6011

The sale of land reported in this cause by John-Clarence North and William S. Horne, Trustee, to sell the premises and convey the land in this suit.

Cr.

1978

October 7 By proceeds of sale of land, per report of Trustees, to wit:----------$130,000.00

Dr.

To John-Clarence North and William S. Horne, their commissions on said sale		$6,650.00	
To Do for an amount paid Charles W. Cecil, for advanced court costs		40.00	
To Do for an amount due Charles W. Cecil, Clerk, for			
1. Plaintiff's appearance fee	$10.00		
2. Defendant's appearance fee	10.00		
3. Sheriff's fee	5.00		
4. Clerk's additional	61.00	86.00	
To Do for an amount due C. Roland Sharretts, for survey		150.00	
To Do for an amount paid Harry Rudnick & Sons, Inc. Auctioneer, which includes advertising costs, per Order of Court		5,200.00	
To Do for an amount due Queen Anne's Record-Observer, for publication of Order Nisi On Sale		42.00	
To Do for an amount due Western Surety Company for the bond premium in this cause		600.00	
To Do for an amount due J. Thomas Clark, Auditor, for stating this account and notifying parties, per order of Court		100.00	
Balance for distribution			
1. Bertherd Vestel Puckett	$58,566.00		
2. William Kelsie Puckett	$58,566.00	117,132.00	
		130,000.00	130,000.00

February 28, 1979

Auditor

BERTHERD VESTEL PUCKETT

vs.

WILLIAM KELSIE PUCKETT

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 6011

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on February 28, 1979, the date the audit in the above-entitled cause was filed in this Court, that he did by U. S. First Class Mail no notify the following interested parties of this cause, to wit:

John-Clarence North, Esquire
Suite 208-11 Stewart Bldg.
Easton, MD 21601

William S. Horne, Esquire
P. O. Box 204
Easton, MD 21601

Bertherd Vestel Puckett
Church Hill, Maryland 21623

William Kelsie Puckett
Church Hill, Maryland 21623

Pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify each of them, that this account was filed on February 28, 1979, with the Clerk of the Court, Centreville, Maryland, and the exceptions to said audit must be filed on or before March 15, 1979, and if no exceptions are filed within such fifteen-day period, the account may thereupon be ratified on March 16, 1979.

February 28, 1979

Auditor

RECEIVED
CLERK, CIRCUIT COURT
1979 FEB 28 PM 1:26
QUEEN ANNE'S COUNTY

BERTHERD VESTEL PUCKETT	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6011
WILLIAM KELSIE PUCKETT	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 28th day of February, 1979, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 16th day of March, 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. Merkin Clerk

Filed Feb. 28, 1979

BERTHERD VESTEL PUCKETT	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6011
	*	
WILLIAM KELSIE PUCKETT	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 20th day of March, 19 79, by the Court that the account of the Auditor is finally ratified and confirmed, and William Horne & John Clarence North, ~~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 March 20, 1979

ROBERT R. PRICE, JR. 103 Lawyers Row Centreville, Maryland 21617 ATTORNEY NAMED IN MORTGAGE	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
DAVID J. DUFFY JANET B. DUFFY Centreville, Maryland 21617 MORTGAGORS	*	CHANCERY NO. 6288

* * * *

NOV-8-78 * 21963 *****50.00
NOV-8-78 A 21963 *****50.00

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 David J. Duffy and Janet B. Duffy, his wife, to William M. Freestate and Shirley T. Freestate, his wife, dated August 16, 1976, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 108, folio 492, 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.

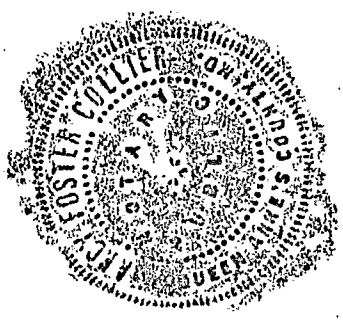
RECEIVED
CLERK, CIRCUIT COURT
1978 NOV -8 AM 10: 18
QUEEN ANNE'S COUNTY

Robert R. Price, Jr.

Robert R. Price, Jr.
103 Lawyers Row
Centreville, Maryland 21617
758-1660

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

I HEREBY CERTIFY, that on this 7th day of Nov., 1978, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared ROBERT R. PRICE, JR., attorney named in mortgage, and made oath in due form of law that David J. Duffy and Janet B. Duffy, 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 Soldier's and Sailor's Relief Act, and amendments thereto and that this information is gotten from persons who know the mortgagors.



Mary F. Collier
Notary Public
My commission expires: 1-1-82

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

DOCUMENT NO. 85,058

/Purchase Money

THIS MORTGAGE, made this 16th day of August, 1976, by and between DAVID J. DUFFY and JANET B. DUFFY, his wife parties of the first part, hereinafter referred to as MORTGAGOR, and WILLIAM M. FREESTATE and SHIRLEY T. FREESTATE, his wife parties 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 Eighty Thousand and no/100------ Dollars ($ 80,000.00) payable, with interest thereon from the date hereof at the rate of Eight and One-Half (8 1/2 %) per centum per annum on the unpaid principal until paid, at the designated office of the holder, in the manner following:

The aforesaid indebtedness and the interest to accrue thereon shall be payable in consecutive monthly installments of Five Hundred Seventy Five Dollars ($575.00) each, beginning on the 1st day of October, 1976, including interest to the date of payment of each installment at the rate of Eight and one-half (8 1/2%) per centum per annum on the full amount of balance of note, and continuing on the same day of each successive month until the full amount of said loan shall have been paid in full. Said payments to be applied first to interest due and the balance to principal.

In addition to the aforesaid monthly installments, Borrowers shall make three (3) principal payments of Five Thousand Dollars ($5,000.00) each, which shall be paid on September 1, 1977, September 1, 1978, and September 1, 1979.

Notwithstanding any provisions herein to the contrary, the entire principal indebtedness, together with all interest then due, shall be paid no later than September 1, 1986.

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

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

All that lot or parcel of land situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, being known and designated as "Parcel No. 3" on a plat entitled "Survey & Division of the William Freestate Lands, 3rd District, Queen Anne's County, Maryland, by William R. Nuttle, Registered Surveyor, dated July, 1975," and recorded or intended to be recorded herewith. Said Parcel containing 3.227 acres, more or less.

BEING all the same lands conveyed unto the Mortgagor herein by Deed from William M. Freestate and Shirley T. Freestate, his wife, dated the 16th day of August, 1976, and recorded or intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto.

RECEIVED FOR RECORD
& RECORDED IN LIBER 108
NO. 108 FOLIO 492

1976 AUG 24 AM 11: 33

Land RECORD FOR
QUEEN ANNE'S CO., MD.
CHARLES W. CECIL, CLERK

AUG 24-76 * 21000 ******9.00
AUG 24-76 A 21000 ******9.00

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

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

AND the Mortgagor covenants with the Mortgagee as follows: (1) To repay the indebtedness, together with interest, secured by this mortgage, when due, (2) to 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 Robert R. Price 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:

Charles E. Smith — David J. Duffy (SEAL)

Charles E. Smith — (SEAL)

Janet B. Duffy (SEAL)

Janet B. Duffy (SEAL)

STATE OF MARYLAND
COUNTY OF Queen Anne's

On this the 16th day of August, 1976, before me, CHARLES E. SMITH, the undersigned officer, personally appeared DAVID J. DUFFY and JANET B. DUFFY, his wife, known to me to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained; and at the same time appeared William M. Freestate and Shirley T. Freestate, his wife, the mortgagees herein

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 he is the duly authorized agent of the within named Mortgagee to make this affidavit.*)

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

CHARLES E. SMITH NOTARY PUBLIC QUEEN ANNE'S CO., MD.

Charles E. Smith
Notary Public

*Here insert the name of the officer who takes the acknowledgment.

My Commission Expires: 7/01/78

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.

ROBERT R. PRICE, JR. 103 Lawyers Row Centreville, Maryland 21617 ATTORNEY NAMED IN MORTGAGE	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
DAVID J. DUFFY JANET B. DUFFY Centreville, Maryland 21617 MORTGAGORS	*	CHANCERY NO. 6288

* * * * *

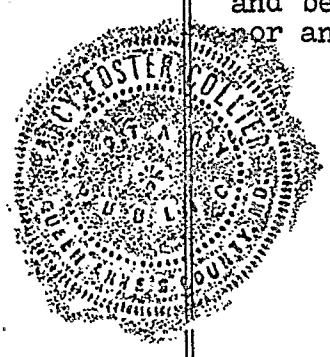
STATEMENT OF MORTGAGE INDEBTEDNESS

Balance due on principal of note dated August 16, 1976, in the gross amount of $80,000.00, by the Mortgagors to William M. Freestate and Shirley T. Freestate	$69,257.05
With earned interest through October 31, 1978	490.57
Total	$69,747.62

Per diem interest rate: $16.36

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

This is to certify that on this 7th day of Nov., 1978, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared ROBERT R. PRICE, JR., attorney named in mortgage, and made oath in due form of law that the aforegoing statement of mortgage indebtedness due by David J. Duffy and Janet B. Duffy, 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.



Marcy F. Collier
Notary Public

My commission expires: 7-1-82

LAW OFFICES
PRICE & FOSTER

Clg 6288

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

KNOW ALL MEN BY THESE PRESENTS, That we, Robert R. Price, 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 Seventy Thousand Dollars ($70,000.00), 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 8th day of November, 1978;

WHEREAS, the above bounded principal, by virtue of the power contained in the mortgage from David J. Duffy and Janet B. Duffy, his wife, to William M. Freestate and Shirley T. Freestate, his wife, dated August 16, 1976, and recorded among the Land Records of Queen Anne's County, in the State of Maryland, in Liber C.W.C. No. 108, folio 492, 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 Robert R. Price, Jr., 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 mortgage 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

Mary F. Cosin

Robert R. Price Jr (SEAL)
Robert R. Price, Jr., Attorney named in mortgage

ATTEST:

James E. Edwards

HARTFORD ACCIDENT AND INDEMNITY COMPANY

BY: William M. Freestate (SEAL)
Attorney in fact

Certified copy of Power of Attorney attached

LAW OFFICES
CE & FOSTER

SURETY APPROVED AND BOND FILED ON 11/08/78

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 246, 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 8th day of November, Nineteen Hundred and Seventy-eight.

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

ROBERT R. PRICE, JR. 103 Lawyers Row Centreville, Maryland 21617 ATTORNEY NAMED IN MORTGAGE	*	IN THE CIRCIUT COURT FOR QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
DAVID J. DUFFY JANET B. DUFFY Centreville, Maryland 21617 MORTGAGORS	*	CHANCERY NO. 6288

* * * * *

AFFIDAVIT

I HEREBY CERTIFY, that on this 4th day of December 1978, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County of Queen Anne's, personally appeared Robert R. Price, Jr., attorney named in the 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 David J. Duffy and Janet B. Duffy at their last known address as prescribed by Rule W74(2)(c) of the Maryland Rules of Procedure.

Marcy D. Collier
Notary Public

My commission expires: 7-1-82

LAW OFFICES
PRICE & FOSTER

November 22, 1978

Mr. and Mrs. David J. Duffy
P.O. Box 358
Centreville, Maryland 21617

Re: Chancery No. 6288
Foreclosure of Mortgage
Duffy to Freestate

Dear Mr. and Mrs. Duffy:

I have filed foreclosure proceedings in the Circuit Court for Queen Anne's County on that 3.3 acres of land, formerly known as the "William Freestate Residence". 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 William R. Freestate and Shirley T. Freestate, plus costs and commissions as prescribed by law.

I am sure that since the time of advertising, you have been approached by persons interested in the property. I hope you will encourage them to inspect the property and come to the sale prepared to bid. The more interest there is in the sale the more beneficial it will be to all parties concerned.

Very truly yours,

s/

Robert R. Price, Jr.

RRPjr/kk
enclosure

REGISTERED NO. 2115	
Value $100.00	Special Delivery $
Reg. Fee $ 3.00	Return Receipt $
Handling Charge $	Restricted Delivery $
Postage $ 1.15	☐ AIRMAIL
POSTMASTER (By) PHC	
FROM Price + Foster 103 Lawyers Row 21601	
TO Mr & Mrs David J Duffy P.O. Box 358 Centreville Md 21617	

POSTMARK OF CENTREVILLE NOV 22 1978 MAILING OFFICE

☆ GPO: 1977 — 237 - 902

ROBERT R. PRICE, JR. 103 Lawyers Row Centreville, Maryland 21617 ATTORNEY NAMED IN MORTGAGE	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY CHANCERY NO. 6288
DAVID J. DUFFY JANET B. DUFFY Centreville, Maryland 21617 MORTGAGORS	*	

* * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Robert R. Price, Jr., attorney named in mortgage from David J. Duffy and Janet B. Duffy, his wife, to William M. Freestate and Shirley T. Freestate, his wife, dated August 26, 1976, and recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber C.W.C. No. 108, folio 492, in which the undersigned attorney is designated by name to exercise the power of sale after any default in the terms of said mortgage, respectfully shows:

That default having occurred in the terms thereof by reason of the non-payment when due of the principal and interest of the note secured by said mortgage, the said Robert R. Price, Jr. filed in this Honorable Court his order to docket suit to foreclose said mortgage, accompanied by said mortgage, his sworn statement as to mortgage indebtedness and his bond given to the State of Maryland, executed by himself and the Hartford Accident Indemnity Company, a body corporate, duly authorized by its charter to become a sole surety on bonds of this character, as surety in the full and just sum of Seventy Thousand Dollars ($70,000.00) 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 said 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 having sent, not earlier than twenty (20) days and not later than five (5) days before the date of sale, by registered

LAW OFFICES
PRICE & FOSTER

mail to the Mortgagors, at their last known address, notice of the time, place and terms of sale, the said Robert R. Price, Jr. did attend, on the premises in Corsica Neck, Third Election District, Queen Anne's County, Maryland at the hour of 11:30 a.m. Eastern Time on November 28, 1978, and after having the auctioneer cry the sale for a considerable length of time, and after reading the advertisement of sale and after requesting if there were any questions as to the terms and conditions of sale, did sell all the lands and improvements described in said mortgage and notice of sale unto Lois S. Duffy, she being then and there the highest bidder therefore, at and for the sum of Seventy-eight Thousand Seven Hundred and Fifty Dollars ($78,750.00).

The Purchaser has deposited with the undersigned the required cash downpayment in the amount of Seven Thousand Eight Hundred and Fifty Dollars ($7,850.00) 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 of Sale states the amount of the sale to be Seventy Eight Thousand Seven Hundred Fifty Dollars, ($78,750.00).

Respectfully submitted,

Robert R. Price, Jr.
Attorney named in Mortgage

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

I HEREBY CERTIFY, that on this 4th day of Dec., 1978, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Robert R. Price, Jr., 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 said 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 military service previously filed in this cause on November 8, 1978.

Mary J. Collin
Notary Public
My commission expires: 7-1-82

LAW OFFICES
PRICE & FOSTER

LIBER 11 PAGE 40 December 5 19.78.

THIS IS TO CERTIFY, That the annexed

Attorney's Sale was inserted in the **QUEEN ANNE'S RECORD OBSERVER,** a newspaper printed and published in Queen Anne's County, Md., once in each of 3 successive weeks before the 22 day of November 19.78.

BAY PUBLISHING CORPORATION
Publishers

By Douglas Leech

RECEIVED
CLERK, CIRCUIT COURT
1978 DEC -5 PM 3:29
QUEEN ANNE'S COUNTY

Attorney's Sale

Of Valuable Fee Simple Real Estate Residence located on 3.227 acres on Corsica Neck Road, Centreville

Under and by virtue of the power of sale contained in a mortgage from David J. Duffy and Janet B. Duffy, his wife, to William M. Freestate and Shirley T. Freestate, his wife, dated August 26, 1976, and recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber C.W.C. No. 108, folio 492, in which mortgage Robert R. Price, Jr. 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, Corsica Neck Road, Centreville, Queen Anne's County, Maryland, at the hour of 11:30 a.m., Eastern Time, on:

Tues., November 28, 1978

The following described real estate, to wit:

The following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, being known and designated as "Parcel No. 3" on a plat entitled "Survey & Division of the William Freestate Lands, 3rd District, Queen Anne's County, Maryland, by William R. Nuttle, Registered Surveyor, dated July, 1975", and recorded in Liber C.W.C. No. 108, folio 489 of the Land Records of Queen Anne's County. Said Parcel containing 3.227 acres, more or less.

BEING the same land granted and conveyed unto David J. Duffy and Janet B. Duffy, his wife, by deed from William M. Freestate and Shirley T. Freestate, his wife, dated August 16, 1976, and recorded in Liber C.W.C. No. 108, folio 490 of the Land Records of Queen Anne's County.

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

IMPROVEMENTS: attractive three story Frame Residence with two story wing; containing foyer, living room with fireplace, dining room, kitchen, screened porch, Breakfast area, family room with wood burning store, 5 bedrooms, 1½ baths, and basement.

This large home is located on 3.3 acres fronting on Corsica Neck Road, fully landscaped with large shade trees, pond, large barn with loft, implement shed and fenced in area for horses.

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 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.

ROBERT R. PRICE, JR.
Attorney named in mortgage
103 Lawyers Row
Centreville, Maryland 21617
Telephone: 301-758-1660
Joseph A. Jackson, Jr., Auctioneer

RO-11-8-3t

ROBERT R. PRICE, JR.
103 Lawyers Row
Centreville, Md. 21617
ATTORNEY NAMED IN
MORTGAGE

vs.

DAVID J. DUFFY
JANET B. DUFFY
Centreville, Md. 21617
MORTGAGORS

* * * * *

IN THE
CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
CHANCERY NO. 6164

AFFIDAVIT OF PURCHASER

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

I HEREBY CERTIFY, that on this 28th day of November, 1978, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Louis S. Duffey, purchaser at the foreclosure sale of this cause and being duly authorized so to do, made oath in due form of law that she purchased all that lot, parcel or tract of land with improvements, described in the Advertisement of Sale in this cause, as principal and not as agent for anyone, that no others are interested in said sale as principal or principals, and that she did not directly or indirectly discourage anyone from bidding on said property.

WITNESS my hand and notarial seal.

Mary F. Cooper
Notary Public
My commission expires 7/1/

ATTEST: Lois S. Duffey
Lois S. Duffey
Purchaser

RECEIVED
CLERK, CIRCUIT COURT
1978 DEC -5 PM 3:29
QUEEN ANNE'S COUNTY

LAW OFFICES
PRICE & FOSTER

ROBERT R. PRICE, JR. 103 Lawyers Row Centreville, Maryland 21617 ATTORNEY NAMED IN MORTGAGE	*	IN THE CIRCIUT COURT FOR QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
DAVID J. DUFFY JANET B. DUFFY Centreville, Maryland 21617 MORTGAGORS	*	CHANCERY NO. 6288

* * * * *

CERTIFICATE OF AUCTIONEER

I HEREBY CERTIFY, that I did sell at public auction the following described property:

ALL that lot or parcel of land situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, being known and designated as "Parcel No. 3" on a plat entitled "Survey & Division of the William Freestate Lands, 3rd District, Queen Anne's County, Maryland, by William R. Nuttle, Registered Surveyor, dated July, 1975", and recorded in Liber C.W.C. No. 108, folio 489 of the Land Records of Queen Anne's County. Said Parcel containing 3.227 acres, more or less.

BEING the same land granted and conveyed unto David J. Duffy and Janet B. Duffy, his wife, by deed from William M. Freestate and Shirley T. Freestate, his wife, dated August 16, 1976 and recorded in Liber C.W.C. No. 108, folio 490 of the Land Records of Queen Anne's County.

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

On the premises on Corsica Neck Road, Centreville, Third Election District, Queen Anne's County, Maryland, on November 28, 1978, beginning at the hour of 11:30 a.m., eastern time, unto Lois S. Duffy of Centreville, Maryland, at and for the sum of Seventy-eight Thousand Seven Hundred and Fifty Dollars ($78,750.00).

Joseph A. Jackson, Jr.
Auctioneer

RECEIVED
CLERK. CIRCUIT COURT
1978 DEC -5 PM 3:29
QUEEN ANNE'S COUNTY

LAW OFFICES
PRICE & FOSTER

ORDER NISI ON SALE

ROBERT R. PRICE, JR.,
Attorney Named in Mortgage

vs.

DAVID J. DUFFY, et al.

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

Cause No. 6288

ORDERED, this 5th day of December, 19 78, that the sale of the real property, made and reported in this cause by Robert R. Price, Jr., Attorney, be ratified and confirmed, on or after the 5th day of January, 19 79, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 29th day of December, 19 78.

The report states the amount of sales to be $ 78,750.00.

Marguerite H. Mankin Clerk

Filed December 5, 1978

ROBERT R. PRICE, JR. 103 Lawyers Row Centreville, Maryland 21617	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR
v.	*	QUEEN ANNE'S COUNTY
DAVID J. DUFFY and JANET B. DUFFY Centreville, Maryland 21617	*	Equity No. 6288
Defendants	*	

* * * * * * *

CLAIM TO SURPLUS EQUITY OF REDEMPTION

To the Honorable, the Judges of said Court:

Comes now Jerome T. May, by his attorney, M. Willson Offutt, IV, and makes claim to the surplus proceeds of sale of this foreclosure action and for cause says:

1. Jerome T. May obtained judgment on November 22, 1976, in the amount of $7,481.96 against David J. Duffy, Janet B. Duffy, his wife, and Duffy's Piney Narrows Marina, Inc., defendants, in the Circuit Court for Queen Anne's County, Law No. 3896.

2. William M. Freestate and Shirley T. Freestate, his wife, mortgagees, by their attorney, Robert R. Price, Jr., instituted these foreclosure proceedings, the real property secured by its first mortgage recorded among the land records of Queen Anne's County at Liber CWC No. 108, folio 492, having been sold at public auction on or about November 28, 1978, and the trustee's report of sale having been filed on or about December 5, 1978.

3. The proceeds of sale are believed to be in excess of that required to satisfy usual and necessary expenses incident to this foreclosure proceeding in addition to that of liens against the subject real property which are senior to this claimant.

4. There remains due and owing to your claimant, pursuant to his judgment lien, the sum of $4,121.24 as of December 19,

1978; attached hereto and marked as Exhibit A is the Affidavit of Judgment Debt made by Jerome T. May, claimant herein.

WHEREFORE, your claimant, prays that this Honorable Court enter an Order directing the Court Auditor in stating his account to allow the claim of Jerome T. May according to law and according to the priority of its judgment lien after satisfaction of senior liens and the necessary and usual expenses incident to sale of the subject property.

M. W. Offutt

M. Willson Offutt, IV
182 Duke of Gloucester Street
P. O. Box 868
Annapolis, Maryland 21404
268-7707
Attorney for Claimant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 22 day of December, 1978, a copy of the aforegoing Claim to Surplus Equity of Redemption and proposed Order of Court was mailed, postage prepaid, to Robert R. Price, Jr., Esquire, 103 Lawyer's Row, Centreville, Maryland 21617.

M. W. Offutt

M. Willson Offutt, IV

ROBERT R. PRICE, JR.	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs	*	FOR
DAVID J. DUFFY and JANET B. DUFFY	*	QUEEN ANNE'S COUNTY
	*	
Defendants	*	EQUITY NO. 6288

* * * * * * * * * *

AFFIDAVIT OF JUDGMENT DEBT

I HEREBY CERTIFY, that on this 22nd day of December, 1978, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared Jerome T. May, and made oath in due form of law, to the best of his knowledge, information and belief, as follows:

1. He is competent to be a witness and has personal knowledge of the facts herein stated.

2. There remains due and owing, after all credits and deductions, to Jerome T. May, the sum of $4,121.24 as of December 18, 1978, pursuant to his Judgment obtained in the Circuit Court for Queen Anne's County against David J. Duffy and Janet B. Duffy, his wife, jointly and severally, et al., in Law Case No. 3896.

As witness my hand and Notarial seal.

Notary Public

My Commission Expires: July 1, 1982

FILED
DEC 26 1978
CIRCUIT COURT
QUEEN ANNE'S CO.

ROBERT R. PRICE, JR.	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs	*	FOR
DAVID J. DUFFY and JANET B. DUFFY	*	QUEEN ANNE'S COUNTY
Defendants	*	EQUITY NO. 6288

* * * * * * * * * * *

ORDER

Upon the Claim to Surplus Equity of Redemption filed by Jerome T. May with Affidavit and exhibits attached hereto, it is, this 28th day of December, 1978, ORDERED, by the Circuit Court for Queen Anne's County that the Court Auditor, in stating his account, shall allow the claim of Jerome T. May in accordance with law, and according to its proper priority, after publication of the Auditor's Order Nisi and notice to all other claimants

R. Thomas Evernham
JUDGE

ORDER NISI ON SALE
ROBERT R. PRICE, JR.,
Attorney Named in
Mortgage
vs.
DAVID J. DUFFY, et al.
In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 6288

ORDERED, this 5th day of December, 1978, that the sale of the real property, made and reported in this cause by Robert R. Price, Jr., Attorney, be ratified and confirmed, on or after the 5th day of January, 1979, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 29th day of December, 1978.

The report states the amount of sales to be $78,750.00.

MARGUERITE W. MANKIN Clerk

Filed December 5, 1978
True Copy, Test:
Marguerite W. Mankin,
Clerk

By Betty M. Comegys,
Deputy Clerk

RO12-13-3t

LIBER 11 PAGE 48 January 4 ..... 19 79.

THIS IS TO CERTIFY, That the annexed

Order Nisi-Cause no. 6288 ..... 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 .....28.. day of December ..... 19 78 ....

BAY PUBLISHING CORPORATION
Publishers

By Charles S. Welch

RECEIVED
CLERK, CIRCUIT COURT
1979 JAN -8 AM 9 54
QUEEN ANNE'S COUNTY

ROBERT R. PRICE, JR.
103 Lawyers Row
Centreville, Maryland 21617
PLAINTIFF

vs.

DAVID J. DUFFY
JANET B. DUFFY
Centreville, Maryland 21617
DEFENDANTS

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY
CHANCERY NO. 6288

* * * * *

FINAL ORDER OF RATIFICATION OF SALE

It is ORDERED, by the Circuit Court for Queen Anne's County, this 8th day of January, 1979, that the sale of real estate made and reported in this cause by Robert R. Price, Jr., Attorney named in Mortgage, by, 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 commission and such proper expenses, not personal, as he shall produce vouchers therefor to the Auditor.

Clayton C. Carter
JUDGE

RECEIVED
CLERK, CIRCUIT COURT
1979 JAN -8 AM 10: 57
QUEEN ANNE'S COUNTY

LAW OFFICES
PRICE & FOSTER

Internal Revenue Service
District Director

LIBER 11 PAGE 50

Department of the Treasury

Date: January 25, 1979

In the Matter of: Michael R. Foster, Assignee vs. David J. Duffy

IRS Person to Contact: FRANK P. NIXON

Contact Telephone Number: 301-962-3263

Clerk of the Circuit Court
For Queen Anne County
Centreville, Maryland 21617

Dear Sir:

We have enclosed a Proof of Claim, in duplicate, relating to the proceeding noted above.

Your attention is directed to the priority of this claim and the personal liability provisions of section 3467, United States Revised Statutes, which provides:

> "Liability of Fiduciary: Every executor, administrator, or assignee, or other person, who pays, in whole or in part, any debt due by the person or estate for whom or for which he acts before he satisfies and pays the debts due to the United States from such person or estate, shall become answerable in his own person and estate to the extent of such payments for the debts so due to the United States, or for so much thereof as may remain due and unpaid."

The original Proof of Claim is for your files. Please acknowledge its receipt by stamping, or endorsing the duplicate copy and returning it to us. An addressed, postpaid envelope is enclosed for your convenience.

If you have any questions, please contact the person whose name and telephone number are shown above.

Thank you for your cooperation.

Copy to United States Attorney
Copy to Michael R. Foster, Assignee

Sincerely yours,

District Director

Enclosures:
Proof of Claim in duplicate
Envelope

31 Hopkins Plaza, Baltimore, Md. 21201

Form L-241 (Rev. 4-76)

FORM 4490
(OCT. 1968)

DEPARTMENT OF THE TREASURY – INTERNAL REVENUE SERVICE

PROOF OF CLAIM FOR INTERNAL REVENUE TAXES

IN THE CIRCUIT COURT

FOR ~~THE~~ QUEEN ANNE COUNTY

IN THE MATTER OF:

Michael R. Foster, Assignee
vs.
David J. Duffy
Corsica Neck Road
Centreville, Md. 21617

DOCKET NO.

TYPE OF PROCEEDING MTGE. FORECLOSURE

CLAIM OF THE UNITED STATES
FOR INTERNAL REVENUE TAXES

TAXPAYER'S IDENTIFYING NUMBER:
Social Security No. 133-32-0185N
Employer Identification No.

The undersigned officer of the Internal Revenue Service, a duly authorized agent of the United States in this behalf, being duly sworn, deposes and says that:

1. David J. Duffy is justly and truly indebted to the United States in the sum of $362.14 with interest thereon as hereinafter stated

2. The said debt is for taxes due under the internal revenue laws of the United States as follows:

KIND OF TAX	PERIOD	AMOUNT DUE	DATE TAX LIEN FILED ~~XXXXXXXX~~	DATE TAX LIEN AROSE
941 (100% Penalty)	12-31-76	$282.75	3/9/78	1/9/78
Accrued Int. to 2/9/79		79.39		

RECEIVED
CLERK, CIRCUIT COURT
1979 JAN 26 AM 10 11
QUEEN ANNE'S COUNTY

3. No part of said debt has been paid and it is now due and payable at the Office of the District Director of Internal Revenue;
4. There are no set-offs or counterclaims to said debt;
5. Except for the statutory tax liens which arose on the dates shown above, the United States does not hold, to the deponent's knowledge or belief, any security or securities for said debt;
6. No note or other negotiable instrument has been received for said debt or any part thereof, nor has any judgment been rendered with respect to said debt; and
7. Said debt has priority and must be paid in full in advance of distribution to creditors to the extent provided by law: See section 3466 of the Revised Statutes (31 U.S.C. 191). Any executor, administrator, or other person who fails to pay the claims of the United States in accordance with its priority, may become personally liable for said debt under section 3467 (31 U.S.C. 192).

SUBSCRIBED AND SWORN TO BEFORE ME THIS
25th day of [illegible]

[illegible]
NOTARY PUBLIC

SIGNATURE
Frank P. Nixon

INTERNAL REVENUE SERVICE TITLE
FRANK P. NIXON
ACTING CHIEF, SPECIAL PROCEDURES STAFF

ADDRESS
P.O. BOX 1076
Balto. Md. 21203

FORM 4490 (10-68)

PART 1 For Court (or Fiduciary, if required by local procedures)

LIBER 11 PAGE 51

Internal Revenue Service
District Director

LIBER 11 PAGE 52

Department of the Treasury

Date: January 25, 1979

In the Matter of: Michael R. Foster
Assignee vs. Janet B. Duffy

IRS Person to Contact: Frank P. Nixon

Contact Telephone Number:
301-962-3263

Clerk of the Circuit Court
For Queen Anne County
Centreville, Maryland 21617

Dear Sir:

We have enclosed a Proof of Claim, in duplicate, relating to the proceeding noted above.

Your attention is directed to the priority of this claim and the personal liability provisions of section 3467, United States Revised Statutes, which provides:

> "Liability of Fiduciary: Every executor, administrator, or assignee, or other person, who pays, in whole or in part, any debt due by the person or estate for whom or for which he acts before he satisfies and pays the debts due to the United States from such person or estate, shall become answerable in his own person and estate to the extent of such payments for the debts so due to the United States, or for so much thereof as may remain due and unpaid."

The original Proof of Claim is for your files. Please acknowledge its receipt by stamping, or endorsing the duplicate copy and returning it to us. An addressed, postpaid envelope is enclosed for your convenience.

If you have any questions, please contact the person whose name and telephone number are shown above.

Thank you for your cooperation.

Copy to United States Attorney
Copy to Michael R. Foster, Assignee

Sincerely yours,

District Director

Enclosures:
Proof of Claim in duplicate
Envelope

31 Hopkins Plaza, Baltimore, Md. 21201

Form L-241 (Rev. 4-76)

FORM 4490
(OCT. 1968)

DEPARTMENT OF THE TREASURY – INTERNAL REVENUE SERVICE

PROOF OF CLAIM FOR INTERNAL REVENUE TAXES

IN THE CIRCUIT COURT

FOR THE QUEEN ANNE COUNTY

IN THE MATTER OF:

DOCKET NO.

Michael R. Foster, Assignee
vs.
Janet B. Duffy
Corsica Neck Road
Centreville, Md. 21617

TYPE OF PROCEEDING MTGE. FORECLOSURE

CLAIM OF THE UNITED STATES
FOR INTERNAL REVENUE TAXES

TAXPAYER'S IDENTIFYING NUMBER:
Social Security No. 123-32-9544N
Employer Identification No.

The undersigned officer of the Internal Revenue Service, a duly authorized agent of the United States in this behalf, being duly sworn, deposes and says that:

1. Janet B. Duffy is justly and truly indebted to the United States in the sum of $13,399.08 with interest thereon as hereinafter stated

2. The said debt is for taxes due under the internal revenue laws of the United States as follows:

KIND OF TAX	PERIOD	AMOUNT DUE	DATE TAX LIEN FILED	DATE TAX LIEN AROSE
941 (100% Penalty)	12-31-76	$12,586.05	3/9/78	1/9/78
Accrued Int. to 2/9/79		813.03		

RECEIVED
CLERK, CIRCUIT COURT
1979 JAN 26 AM 10: 11
QUEEN ANNE'S COUNTY

3. No part of said debt has been paid and it is now due and payable at the Office of the District Director of Internal Revenue;
4. There are no set-offs or counterclaims to said debt;
5. Except for the statutory tax liens which arose on the dates shown above, the United States does not hold, to the deponent's knowledge or belief, any security or securities for said debt;
6. No note or other negotiable instrument has been received for said debt or any part thereof, nor has any judgment been rendered with respect to said debt; and
7. Said debt has priority and must be paid in full in advance of distribution to creditors to the extent provided by law: See section 3466 of the Revised Statutes (31 U.S.C. 191). Any executor, administrator, or other person who fails to pay the claims of the United States in accordance with its priority, may become personally liable for said debt under section 3467 (31 U.S.C. 192).

SUBSCRIBED AND SWORN TO BEFORE ME THIS 25th day of January, 1979

NOTARY

SIGNATURE Frank P. Nixon

INTERNAL REVENUE SERVICE TITLE
FRANK P. NIXON
ACTING CHIEF, SPECIAL PROCEDURES STAFF

ADDRESS
P.O. BOX 1076
Baltimore, Maryland 21203

FORM 4490 (10-68)

PART 1 For Court (or Fiduciary, if required by local procedures)

ROBERT R. PRICE, JR. 103 Lawyers Row Centreville, MD 21617	*	IN THE CIRCUIT COURT
	*	FOR
Attorney named in Mortgage	*	
vs.	*	QUEEN ANNE'S COUNTY
DAVID J. DUFFY JANET B. DUFFY Centreville, MD 21617	*	
Mortgagors	*	IN EQUITY NO. 6288

* * * * * * * * * * * * * * *

TO THE HONORABLE, THE JUDGE OF SAID COURT:

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

1. That this account is stated at the request of Robert R. Price, Jr., Attorney named in mortgage, wherein it appears that the proceeds of sale are sufficient to pay the mortgage indebtedness in the amount of $69,747.62, plus the interest from 11/1/78 to 2/12/79, being a grand total of $71,465.42; and there being a balance of $2,055.84 remaining and to be paid to the Mortgagors, David J. Duffy and Janet B. Duffy, his wife, subject to the further Order of the Court.

2. That in the within account of Robert R. Price, Jr., Attorney named in mortgage, charged with the proceeds of sale made by him, and he is allowed his commissions for sale, his fee for mortgage, the court costs paid in this cause, the court costs due in this cause, the amount paid for the bond premium, the amount paid for Advertising and Order Nisi in said sale, the fee of the auctioneer for crying said sale, the costs for certified mail in this cause, the expenses involving electricty, repairs, fuel oil and insurance in this cause; the State and County Taxes paid in this cause, the fee of your auditor, and the amount due on said mortgage indebtedness to be paid; there being a balance of $2055.84 remaining and to be paid to the Mortgagors, David J. Duffy and Janet B. Duffy, his wife, subject to the further order of the Court.

Respectfully submitted,

January 26, 1979

J. Thomas Clark

J. Thomas Clark, Auditor

Cause No. 6288

The report of sale of land reported in this cause in account with Robert R. Price, Jr., Attorney named in mortgage, and vendor of said land.

DR.

1978 Nov. 28	By proceeds of sale of land, per reports of said vendor, to wit----------	$78,750.00
	By interest from 11/28/78 to 1/9/79 as per order of sale----------	796.13
	By adjustment for taxes at time of settlement----------	194.25
	By adjustment for fuel oil at time of settlement----------	277.73
		$80,018.11

CR.

To Robert R. Price, Jr., Attorney named in Mortgage for 1. counsel fee for mtg. 2. commissions on sale	 $500.00 4,087.50	 $4,587.50
To do for an amount paid Marguerite W. Mankin, Clerk for advanced filing fee		50.00
To do for an amount due Marguerite W. Mankin, Clerk for 1. Clerk's additonal 2. Appearance Fee	 76.00 10.00	 86.00
To do for an amount paid Paul R. Schlitz, Clerk Federal District Court		50.00
To do for an amount paid W. M. Freestate Agency for bond premium		280.00
To do for an amount due W. M. Freestate Agency for insurance		41.00
To do for an amount paid Queen Anne's Record-Observer for 1. Advertising sale 2. Order Nisi	 120.75 31.50	 152.25
To do for an amount due Joseph Jackson, auctioneer for crying said sale		196.88

January 26, 1979

J Thomas Clark
Auditor

To do for an amount advanced by Robert R. Price, Jr., Attorney named in mortgage for certified mail costs			$ 2.13
To do for an amount paid M.D. Potter, Burner Service for			
1. Service Call	15.00		
2. Cleaning furnace	27.12		52.12
To do for an amount due Centreville Electric Plant for electricity			38.82
To do for an amount due Cox Distributing Co., for heating oil			52.19
To do for an amount due Seney Oil Co., for heating oil			433.02
To do for an amount paid Oscar A. Schulz, Treasurer for Queen Anne's County for			
1. Real Estate Taxes 1978-79	$409.02		
2. interest through January, 1979	10.92		419.94
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 William M. Freestate and Shirley T. Freestate, his wife, for payment of the mortgage indebtedness			
1. balance of mortgage indebtedness	69,747.62		
2. earned interest from 11/1/78 to 2/12/79	1,717.80	71,465.42	
To do for an amount due David J. Duffy and Janet B. Duffy, Mortgagors for balance of proceeds		2,055.84	
Subject to the further order of the Court		$80,018.11	$80,018.11

January 26, 1979

J. Thomas Clark
Auditor

ROBERT R. PRICE, JR.
103 Lawyers Row
Centreville, MD 21617

Attorney named in Mortgage

vs.

DAVID J. DUFFY
JANET B. DUFFY
Centreville, MD 21617

Mortgagors

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY NO. 6288

* * * * * * * * * * * * *

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersinged Court Auditor hereby certifies that on January 26, 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:

Robert R. Price, Jr., Esquire
103 Lawyers Row
Centreville, MD 21617

David J. Duffy and Janet B. Duffy
P.O. Box 358
Centreville, MD 21617

William M. Freestate and
Shirley T. Freestate
Centreville, MD 21617

Lois S. Duffy
Centreville, MD
21617

Jerome T. May
c/o M. Willson Offutt, IV
P.O. Box 868
Annapolis, MD 21404

Frank P. Nixon
Internal Revenue Service
District Director
31 Hopkins Plaza
Baltimore, MD 21201

Pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify each of them, that this account was filed on January 26, 1979, with the Clerk of the Court, Centreville, Maryland, and the exceptions to said audit must be filed on or before February 14, 1979, and if no exceptions are filed within such fifteen-day period, the account may thereupon be ratified on February 15, 1979.

January 26, 1979

J. Thomas Clark, Auditor

ROBERT R. PRICE, JR., Attorney named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6288
DAVID J. DUFFY, et al.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 26th 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 15th day of February, 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. Merkin Clerk

Filed January 26, 1979

ROBERT R. PRICE, JR.,	)	IN THE CIRCUIT COURT
Attorney named in Mortgage,	)	FOR
v.	)	QUEEN ANNE'S COUNTY
DAVID J. DUFFY JANET B. DUFFY,	)	
Mortgagors.	)	IN EQUITY NO. 6288

EXCEPTION TO AUDITOR'S REPORT

Pursuant to Rule 595(g)(2) of the Maryland Rules of Procedure, the United States of America, by its counsel, Russell T. Baker, Jr., United States Attorney for the District of Maryland, excepts to the report of J. Thomas Clark, Court Auditor dated January 26, 1979 in the above-captioned matter and in support of said exception states as follows:

1. The report of J. Thomas Clark proposes to pay to the mortgagors herein, David J. Duffy and Janet B. Duffy, his wife, a balance of $2,055.84 after disbursements as noted in the report. No disbursement is proposed to be made to the United States.

2. David J. Duffy and Janet B. Duffy are jointly indebted to the United States for taxes due under the Internal Revenue Laws of the United States in the amount of $282.75 (and accrued interest to February 9, 1979 in the amount of $79.39).

3. That a tax lien for said amount arose January 9, 1978 under the provisions of 26 U.S.C. § 6321.

4. That pursuant to 26 U.S.C. § 6323(f), statutory notice of said tax lien was duly filed March 9, 1978.

5. Actual notice of said debt was given by the filing of form 4490 (10-68) dated January 25, 1979 in the above-captioned proceeding.

6. No part of said debt has been paid and said debt is now due and payable at the Office of the District Director of Internal Revenue, Baltimore, Maryland.

7. There are no set-offs or counterclaims to said debt.

8. Said debt has priority and must be paid in full in advance of distribution to persons of lesser priority, including the mortgagors.

9. That any person who fails to pay the claims of the United States in accordance with its priority may become personally liable for said debt pursuant to 31 U.S.C. § 192.

WHEREFORE, it is prayed:

1. That the Court not ratify the report of J. Thomas Clark, Court Auditor, dated January 26, 1979.

2. That the Court enter an order directing Robert R. Price, Jr. or another appropriate official to disburse and pay over to the District Director, Internal Revenue Service, the amount of $362.14 plus interest as provided by law from the funds currently held in the captioned matter.

RUSSELL T. BAKER, JR.
United States Attorney

By: Herbert Better
HERBERT BETTER
Assistant United States Attorney
820 U.S. Court House
101 W. Lombard Street
Baltimore, Maryland 21201
(301) 539-2940

OF COUNSEL:
HERBERT A. SEIDMAN
District Counsel
DANIEL J. WILES
Attorney
Internal Revenue Service
U.S. Court House - Rm. 4100
101 W. Lombard Street
Baltimore, Maryland 21201
(301) 962-3116

ROBERT R. PRICE, JR.,	)	IN THE CIRCUIT COURT
Attorney named in Mortgage,	)	FOR
v.	)	QUEEN ANNE'S COUNTY
DAVID J. DUFFY JANET B. DUFFY,	)	
Mortgagors,	)	IN EQUITY NO. 6288

CERTIFICATE OF SERVICE

IT IS HEREBY CERTIFIED THAT service of the foregoing Exception To Auditor's Report has been served upon the following, this 13 day of February, 1979, by mailing copies thereof, postage prepaid, addressed as follows:

Robert R. Price, Jr., Esquire
103 Lawyers Row
Centreville, Maryland 21617

David J. Duffy and Janet B. Duffy
P. O. Box 358
Centreville, Maryland 21617

RUSSELL T. BAKER, JR.
United States Attorney

By: Herbert Better
HERBERT BETTER
Assistant United States Attorney
820 U.S. Court House
101 W. Lombard Street
Baltimore, Maryland 21201
(301) 539-2940

OF COUNSEL:
HERBERT A. SEIDMAN
District Counsel
DANIEL J. WILES
Attorney
Internal Revenue Service
U.S. Court House - Room 4100
101 W. Lombard Street
Baltimore, Maryland 21201
(301) 962-3116

ROBERT R. PRICE, JR. 103 Lawyers Row Centreville, Maryland 21617 ATTORNEY NAMED IN MORTGAGE	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY NO. 6288
DAVID J. DUFFY JANET B. DUFFY Centreville, Maryland 21617 MORTGAGORS	*	

* * * * *

PETITION FOR PARTIAL RATIFICATION

Robert R. Price, Jr., Attorney named in Mortgage, Petitions this Honorable Court to order a partial final ratification of the account of J. Thomas Clark, Court Auditor, dated January 26, 1979 and for reasons respectfully states:

1. That your Petitioner, Robert R. Price, Jr., on behalf of William M. Freestate and Shirley T. Freestate, Mortgagees, did on November 8, 1978 enter an Order to Docket Suit in the above entitled foreclosure matter in the Circuit Court for Queen Anne's County.

2. That the records of said proceedings reflect that the last monthly payment was made to the Mortgagees on or about October 1, 1978, leaving due and payable the sum of $69,257.05, which under the terms of said note and mortgage bears interest at the rate of 8½% per annum or $16.36 per diem.

3. That the report of J. Thomas Clark, Auditor, has been filed in this proceeding calculating principal and interest due and payable to the Mortgagees to February 12, 1979.

4. That though said final account has been filed with Nisi Ratification being ordered January 26, 1979, a final ratification has not been ordered due to claims of the United States of America and Jerome T. May, creditors, having been filed in said proceedings.

5. That neither claim disputes the audit in any way other than the distribution of the proceeds of $2,055.84 payable to or on behalf of the Mortgagors.

6. That it appears that the auditor must now advertise for additional claims before refiling the audit detailing his determination of the order of priority and distribution thereunder.

LAW OFFICES
PRICE & FOSTER

7. That this procedure will delay payment of the $71,465.42 due Mortgagees as per the above mentioned audit resulting in severe economic deprivation to Mortgagees through loss of use and interest thereunder.

WHEREFORE, your Petitioner prays this Honorable Court to order a Final Ratification of the Audit of J. Thomas Clark in the above entitled matter with the exception of the disposition of the proceeds in the amount of $2,055.84.

Robert R. Price, Jr.

Robert R. Price, Jr.
103 Lawyers Row
Centreville, Maryland 21617

CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of Feb., 1979, copies of the aforegoing Petition for Partial Ratification were mailed, postage prepaid to M. Wilson Offitt, IV, 182 Duke of Gloucester Street, P.O. Box 868, Annapolis, Maryland 21404, J. Thomas Clark, Auditor, Centreville, Maryland 21617, Herbert Better, Assistant United States Attorney, 820 U.S. Court House, 101 W. Lombard Street, Baltimore, Maryland 21201, and to David J. Duffy and Janet B. Duffy, c/o Joseph Pickus, Caplan, Pickus & Losin, Suite 1316 Munsey Building, Calvert and Fayette Streets, Baltimore, Maryland 21202.

Robert R. Price, Jr.

ROBERT R. PRICE, JR. 103 Lawyers Row Centreville, Maryland 21617 ATTORNEY NAMED IN MORTGAGE	*	IN THE CIRCUIT COURT FOR
vs.	*	QUEEN ANNE'S COUNTY
DAVID J. DUFFY JANET B. DUFFY Centreville, Maryland 21617 MORTGAGORS	*	IN EQUITY NO. 6288

* * * * *

PARTIAL FINAL RATIFICATION OF AUDIT

Upon consideration of the audit of J. Thomas Clark and claims to surplus equity filed by the United States of America and Jerome T. May and the Petition for Partial Final Ratification of Audit of Robert R. Price, Jr., it is,

ORDERED this 21st day of February, 1979, by the Circuit Court for Queen Anne's County that the account of the Auditor is finally ratified and confirmed,

EXCEPTING that portion of said audit pertaining to disposition of the proceeds of $2,055.84, said order of priority and disposition thereunder to be determined by the Auditor in accordance with the applicable rules,

AND Robert R. Price, Jr., Attorney named in Mortgage, is directed to apply the proceeds of sale according to said audit, with exception of the above mentioned proceeds, ~~with a due proportion of interest as the same has been or may be received~~.

Guy B. Parm Jr.
JUDGE

RECEIVED
CLERK, CIRCUIT COURT
1979 FEB 21 PM 3:37
QUEEN ANNE'S COUNTY

LAW OFFICES
PRICE & FOSTER

ROBERT R. PRICE, JR.,	)	IN THE CIRCUIT COURT
ATTORNEY NAMED IN MORTGAGE,	)	FOR
vs.	)	QUEEN ANNE'S COUNTY
DAVID J. DUFFY JANET B. DUFFY,	)	IN EQUITY NO. 6288
MORTGAGORS.	)	

CONFESSION OF PRIORITY

The United States of America, by its counsel, Russell T. Baker, Jr., United States Attorney for the District of Maryland, a party to the above-captioned matter states as follows:

1. The report of J. Thomas Clark proposed to pay the mortgagors herein, David J. Duffy and Janet B. Duffy, his wife, a balance as noted in the report. No disbursements were proposed to be made to the United States or Jerome T. May.

2. The United States, being unaware of any other priority claims to said surplus filed an Exception to Auditor's Report dated February 13, 1979.

3. An Exception to Auditor's Report was also filed by Jerome T. May by his attorney, M. Willson Offutt, IV. In said Exception, Jerome T. May stated his claim in the amount of $4,124.24.

4. On February 21, 1979, Robert R. Price, Jr. filed a Petition For Partial Settlement wherein he prayed that the Court enter an order ratifying the Auditor's Report with the exception of the disposition of the surplus proceeds in the amount of $2,055.84.

5. The United States has no objection to the Court entering such an order.

6. The claim of Jerome T. May is in the amount of $4,124.12 and is evidenced by a judgment lien duly filed in November, 1976.

7. Under the provisions of 26 U.S.C. § 6323(a) the claim of Jerome T. May has priority over the claim of the United States of America and accordingly, the United States of America withdraws any claim of priority over that claim of Jerome T. May.

8. The United States of America acknowledges that any right of the United States to the surplus proceeds attaches only to the extent that surplus remains after payment of the claim of Jerome T. May.

WHEREFORE, the United States of America prays that the Court enter an Order in accordance with the confession of priority as stated above.

RUSSELL T. BAKER, JR.
United States Attorney

By: Herbert Better
HERBERT BETTER
Assistant United States Attorney
820 U.S. Court House
101 W. Lombard Street
Baltimore, Maryland 21201
(301) 539-2940

OF COUNSEL:
HERBERT A. SEIDMAN
District Counsel
DANIEL J. WILES
Attorney
Internal Revenue Service
U.S. Court House - Room 4100
101 W. Lombard Street
Baltimore, Maryland 21201
(301) 962-3116

ROBERT R. PRICE, JR.,	)	IN THE CIRCUIT COURT
ATTORNEY NAMED IN MORTGAGE,	)	FOR
vs.	)	QUEEN ANNE'S COUNTY
DAVID J. DUFFY JANET B. DUFFY,	)	IN EQUITY NO. 6288
MORTGAGORS.	)	

CERTIFICATE OF SERVICE

IT IS HEREBY CERTIFIED THAT service of the foregoing Confession Of Priority has been served upon the following, this 22 day of March, 1979, by mailing copies thereof, postage prepaid, addressed as follows:

Robert R. Price, Jr., Esquire
103 Lawyers Row
Centreville, Maryland 21617

David J. Duffy and Janet B. Duffy
P. O. Box 358
Centreville, Maryland 21617

M. Willson Offutt, IV, Esquire
182 Duke of Gloucester Street
P. O. Box 868
Annapolis, Maryland 21404

RUSSELL T. BAKER, JR.
United States Attorney

By: Herbert Better
HERBERT BETTER
Assistant United States Attorney
820 U.S. Court House
101 W. Lombard Street
Baltimore, Maryland 21201
(301) 539-2940

LIBER 11 PAGE 68

ROBERT R. PRICE, JR.,
Attorney named in Mortgage

vs.

DAVID J. DUFFY, et al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 6288

TO THE HONORABLE, THE JUDGE OF SAID COURT:

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

That this account is stated upon the filing of Confession of Priority of the United States, and wherein the balance of the proceeds after deducting your auditor's fee is credited to the claim of Jerome T. May filed in this cause.

Respectfully submitted,

J. Thomas Clark

J. Thomas Clark, Auditpr

April 3, 1979

CAUSE NO. 6288

Upon Confession of Priority of the United States of America having been filed, this portion of account is stated.

Cr.

1979 Jan. 26	By balance of proceeds	$2,055.84

Dr.

To do for an amount due J. Thomas Clark, Auditor, for stating this account	$ 25.00	
To an amount due Jerome T. May as a partial payment on his claim filed in this cause	2,030.84	-
	$2,055.84	$2,055.84

April 3, 1979

J. Thomas Clark

J. Thomas Clark, Auditor

ROBERT R. PRICE, JR.,
Attorney named in Mortgage

vs.

DAVID J. DUFFY, et al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 6288

CERTIFICATE OF NOTICES MAILED.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on April 3, 1979, the date this account in the above-entitled cause was filed, he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

Robert R. Price, Jr., Esquire
103 Lawyers Row
Centreville, MD 21617

David J. Duffy and
Janet B. Duffy
P. O. Box 358
Centreville, MD 21617

Jerome T. May
c/o M. Willson Offutt, IV
P. O. Box 868
Annapolis, MD 21404

M. Willson Offutt, IV, Esquire
Blumenthall, May, Downs and Merrill, P.A.
P. O. Box 868
Annapolis, MD 21404

Pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify each of them, that this account was filed on April 3, 1979, with the Clerk of the Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before April 18, 1979, and if no exceptions are filed within such fifteen-day period, the account may thereupon be ratified on April 19, 1979.

J. Thomas Clark, Auditor

April 3, 1979

ROBERT R. PRICE, JR.,	*	IN THE CIRCUIT COURT
Attorney named in Mortgage	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6288
DAVID J. DUFFY, et al.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 3rd day of April, 19 79, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 19th day of April, 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 April 3, 1979

ROBERT R. PRICE, JR., ~~Attorney~~ named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6288
	*	
DAVID J. DUFFY, et al.	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 19th day of April, 19 79, by the Court that the account of the Auditor is finally ratified and confirmed, and Robert R. Price, Jr., 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.

Marguerite F. Meakin Clerk

Filed April 19, 1979

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Sitting as a Court of Equity

WILLIAM N. DUNPHY, SUBSTITUTE TRUSTEE	)	
v.	)	Equity No. 6289
W. EVANS BUCHANAN COMPANY, a Maryland Corporation, Mortgagor	)	NOV-8-78 A 21992 *****50.00

PROCEEDING TO FORECLOSE DEEDS OF TRUST
(Order to Docket)

TO THE CLERK OF THE COURT:

Please docket the above suit to foreclose a Deed of Trust dated December 29, 1972, recorded on December 29, 1972, among the land records of Queen Anne's County, Maryland in Liber CWC 69 at folio 662, as amended by Amended Deed of Trust dated December 29, 1972, recorded on January 15, 1973, among said land records in Liber CWC 70 at folio 217; please file the certified copy of said Deed of Trust and Amended Deed of Trust, file the certified copies of Deeds of Appointment of Substitute Trustee, and file the Affidavit of Indebtedness.

D. Clifford Crook III

D. Clifford Crook, III

RECEIVED
CLERK, CIRCUIT COURT
1978 NOV -8 PM 1:19
QUEEN ANNE'S COUNTY

LAW OFFICES
WILKES & ARTIS
1666 K STREET, N. W.
WASHINGTON, D. C. 20006

(202) 457-7800

CERTIFICATE

1. I hereby certify that I am a member in good standing of the Maryland Bar.

2. Business address:

Suite 1407, Unibank Building
51 Monroe Street
Rockville, Md. 20850

Business telephones:

(202) 457-7800, or
(301) 279-7900

D. Clifford Cooke III

D. Clifford Cooke, III

LAW OFFICES
WILKES & ARTIS
1666 K STREET, N. W.
WASHINGTON, D. C. 20006

(202) 457-7800

No. 70,925
Rec. 49135 RECEIVED FOR RECORD Dec. 29, 1972 at 2:30 P.M.

THIS DEED, Made this 29th day of December, A.D. 19 72

by and between W. EVANS BUCHANAN COMPANY

party of the first part, and

BETTY LOU L. ALMGREN and STACY B. VEREEN, Trustees,

party of the second part;

WITNESSETH:

THAT WHEREAS the Beneficiary of this trust has agreed to lend to Grantor and has earmarked for the benefit of Grantor the sum of Eight Hundred Ninety-Four Thousand Six Hundred and Fifty DOLLARS, ($ 894,650.00, with interest until paid at the rate set forth in the Promissory Note executed and delivered bearing even date herewith and payable to CAMERON-BROWN COMPANY;
said principal on demand eight (8) months from date and interest payable as provided for in the Construction Loan Agreement hereinafter referred to. Each installment when so paid to be applied first to the payment of the interest on the amount of principal remaining unpaid and the balance thereof credited to the principal except for payment for release of land, which shall be applied to principal. Default in any installment or prior lien or encumbrances or taxes or assessments on the hereinafter described property when the same shall become due and payable shall cause all remaining unpaid installments to immediately become due and payable at the option of the holder of the aforesaid note, anything herein contained to the contrary notwithstanding.
Said note has been identified by the Notary Public taking the acknowledgment to the presents.

AND WHEREAS, in the event that any monthly installment shall remain unpaid for a period in excess of 20 days, a Late Charge of ten cents (.10) for each dollar so unpaid may be charged by the holder hereof for the purpose of defraying the expense incidental to such delinquency.

AND WHEREAS, it is further agreed that, in the event that the title to the property herein conveyed becomes vested in anyone other than the makers of the note hereby secured, the entire balance of said note, shall at the option of the holder thereof, immediately become due and payable and said noteholder shall reserve the right to approve any such new owner, to require endorsement of the note by any such new owner and to make charge for any assumption of the said note.

AND WHEREAS, the proceeds of the note hereby secured are to be used to finance the construction of improvements on the hereinbefore described land and funds will be advanced by the noteholder in accordance with the terms set forth in the Construction Loan Agreement of even date herewith, the terms of which are incorporated herein by reference.

In accordance with the provisions of Section 2, Article 66, Annotated Code of Maryland, (1957 Edition) future advances may be made hereunder at the Mortgagee's option, prior to the full payment of the mortgage debt in such amounts as provided in said section and all amendments hereto provided such advance shall not make the debt secured hereby exceed the original amount hereot, and provided further that the full amount of any such advance or advances shall be used for paying costs of repairs, alterations or improvements to the property hereafter described. Such future advances shall be repaid under the same terms and conditions as herein recited for the repayment of the mortgage debt.

AND WHEREAS, the party of the first part expressly covenant to pay the said debt; and further covenant and desire to secure the prompt payment of said debt, and interest thereon, when and the same shall become due and payable, and all costs and expenses incurred in respect thereto, together with all taxes and insurance premiums as well as all renewals or extensions of said debt, including reasonable counsel fees incurred or paid by the said party of the second part or substituted trustee or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date hereof.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the party of the first part, in consideration of premises, and of one dollar, lawful money of the United States of America, to party of the first part in hand paid by party of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has granted, and does hereby grant unto the party of the second part the following described land and premises, situated in the STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S,
and known and distinguished as

see attached.

The mortgagor and mortgagee have entered into a certain Loan Agreement dated December 29, 1972, the provisions of which are incorporated herein by reference as fully and to the same extent as though set out herein verbatim. A default in said Loan Agreement shall be treated as a default in this instrument. It is further understood and agreed by and between the parties hereto that this Security Instrument shall, and does, secure any and all obligations of the Borrower (Grantor, Mortgagor) as in said Loan Agreement set forth and described, including but not limited to any and all financial obligations of the Borrower therein provided for, as well as those obligations set forth herein.

ALL that part of a tract of land or farm situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, being that remaining part of the lands now or formerly known as the "Arthur C. Cockey, Sr. Farm", lying on the westerly side of the public road from Stevensville to Love Point and described as follows, to wit:

BEGINNING for the same at a point on the west side of Maryland Route 18 (40 feet wide), said point being the northeast corner of the herein described lands and the southeast corner of the lands of James Cockey; and running, thence, by and with the West side of Maryland Route 18 along a curve the chord of which is South 04 degrees 12 minutes 50 seconds East, 943.28 feet and South 14 degrees 40 minutes East, 426.75 feet to the lands of others; thence, by and with the lands of others the five (5) following courses and distances: (1) South 28 degrees 20 minutes West, 194.07 feet, (2) North 76 degrees 23 minutes West, 223.40 feet, (3) South 10 degrees 12 minutes West, 205.50 feet, (4) South 65 degrees 10 minutes West, 514.60 feet, and (5) South 55 degrees 32 minutes West, 561.90 feet to the lands of Eugene O. Legg, Sr.; thence, by and with said Legg lands the four (4) following courses and distances: (1) North 12 degrees 37 minutes West, 189.40 feet, (2) North 19 degrees 40 minutes East, 1,226.60 feet, (3) North 62 degrees 18 minutes West, 1,503.80 feet and (4) North 27 degrees 25 minutes East, 1,091.90 feet to the lands of J. Harold Thomas; thence, by and with said Thomas lands, South 64 degrees 30 minutes 30 seconds East, 1,237.70 feet to the aforementioned Cockey lands; thence, by and with said Cockey lands South 58 degrees 40 minutes 20 seconds East, 514.96 feet to the place of beginning. Containing in all 71.373 acres of land, more or less.

BEING part of the lands conveyed by James Alton Cockey, et. ux., unto said grantor by deed dated the 23rd day of July, 1959, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 49, folio 274.

ALL that farm and tract of land, comprised of several tracts of land, nown known as "The Walter L. Price Farm", and formerly known as "The Home Farm of Charles B. Downes", and also called and being part of "Broad Creek, and also known as the "Gravelly Run Creek Farm", located at or near the Town of Stevensville, on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, bounded on the south by the lands of Dr. Charles E. Snyder, bounded on the west by Gravelly Run Creek, bounded on the northwest by Western Bay and the Chesapeake Bay, bounded on the north by the Cook and Cockey Farms, and bounded on the east by Back Lane or Downs Avenue, and containing 252 acres of land, more or less.

BEING all the same lands conveyed by deed from Walter L. Price unto Eugene Oliver Legg, Sr., et al, dated December 29, 1955, and recorded among the Land Records of Queen Anne's County in Liber T. S. P. No. 25 folio 504.

together with all the improvements in anywise appertaining, and all the estate, right, title, interest and claim, either at law or in equity, or otherwise, however, of the party of the first part, of, in, to, or out of the said land and premises.

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter described; that is to say: IN TRUST to permit said party of the first part or assigns, to use and occupy the said described land and premises, and the rents, issues and profits thereof, to take, have and apply to and for their sole use and benefit, until default be made in the payment of the said note hereby secured or any installment of interest thereon, when and as the same shall become due and payable, or any proper cost, taxes, or expense in and about the same as herein 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, counsel fees, charges, commissions, half-commissions and expenses at any time before the sale herein provided for to release and reconvey the said described premises unto the said party of the first part, or assigns, at cost. AND IT IS AGREED that prior to the execution and delivery of any partial or complete release of this deed of trust, each trustee acting hereunder shall be entitled to charge and receive the sum of Ten and----------no/100 Dollars, ($ 10.00), or fifty cents ($.50) for each release executed hereby, whichever sum shall be greater; said sum to be in addition to any reasonable attorney or counsel fees incurred by each trustee in connection with the execution and delivery of such release.

AND, the said party of the first part do hereby agree at his own cost, during all the time wherein any part of the matter hereby secured shall be unsettled or unpaid to keep the said improvements insured against loss by fire in the full sum of the outstanding balance of the note and any additional advances in the name and to the satisfaction of the party of the second part, or substituted trustee, in such fire insurance company or companies as the said party of the second part may select, who shall apply whatever may be received therefrom(whether by return short rate unearned premiums after foreclosure or otherwise) to the payment of the matter hereby secured, whether due or not, unless the party entitled to receive shall waive the right to have the same so applied; and also to pay all taxes and assessments, both general and special, that may be assessed against, or become due on said land and premises during the continuance of this trust and that upon any neglect or default to so insure, or to pay taxes and assessments, and the expenses thereof shall be a charge hereby secured and bear interest at the rate as stated in the note from the time of such payment.

AND, it is further agreed that if the said property shall be advertised for sale, as herein provided, and not sold, the trustee or trustees acting shall be entitled to one-half of the commission above provided, to be computed on the amount of the debt hereby secured.

AND, the said party of the first part covenant that he will warrant specially the land and premises hereby conveyed, and that he will execute such further assurances of said land as may be requisite or necessary.

AND UPON THIS FURTHER TRUST, upon any default or failure being made in the payment of the note or any installment of principal or interest thereon, or upon default in payment, on demand, of any sum or sums advanced by the holder or holders of said note on account of any costs, counsel fees and expenses of this Trust, or an account of any such tax or assessment, or insurance or expense of litigation, or on account of any lien, Deed of Trust or Mortgage on said land and premises, prior in lien to this Trust with interest thereon as stated in the note from date of advance (it being hereby egreed that on default in payment of said costs, expenses, tax or assessment, or insurance, or expense of litigation, or such prior lien, Deed of Trust or Mortgage as aforesaid, the same may be paid by the holder or holders of said note and all sums advanced in so doing, with interest as aforesaid, shall forthwith attach as a lien hereunder and be demandable at any time); then, upon any and every such default so made as aforesaid, the said party of the second part or the trustee acting in the execution of this trust shall have the power and it shall be their or his 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 party of the second part or the trustee acting in the execution of this trust shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to and at the cost, of the purchaser, or purchasers, thereof, who shall not be required to see to the application of the purchase money; and of the proceeds of said sale or sales; FIRSTLY, to pay all proper costs, charges, and expenses, including all counsel 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 of five per centum (5%) on the amount of the said sale or sales; SECONDLY, to pay whatever may then remain unpaid of said note whether the same shall be due or not, and the interest thereon to day 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 party of the first part, assigns or to the parties legally entitled to same, 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.

That the holder of the indebtedness hereby secured has the irrevocable power to substitute without cause or notice, a Trustee or Trustees in the place of any Trustee serving under this deed by filing for record in the office where said deed is recorded a Deed of Appointment; said substitute Trustee(s) shall be vested with the same title and powers as are granted herein to the parties of the second part.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal on the day and year first hereinbefore written, or, in case of a corporate party hereto, the said party of the first part hath on the 29th day of December, 19 72, caused these presents to be signed by W. Evans Buchanan, its President and attested by Robert E. Buchanan its Secretary, and its corporate seal to be hereunto affixed; and doth hereby appoint W. Evans Buchanan, its true and lawful attorney in fact to acknowledge and deliver these presents.

W. EVANS BUCHANAN COMPANY

ATTEST: Robert E. Buchanan
Robert E. Buchanan
Secretary

By: W. Evans Buchanan, President
W. Evans Buchanan

CORPORATE SEAL MARYLAND

STATE OF _____

COUNTY OF _____

I hereby certify that on the _____ day of _____ 1971, before me, a notary public in and for the aforesaid State and County personally appeared _____ known to be the person(s) whose name(s) is(are) subscribed to the within instrument and acknowledged that _____ executed the same for the purposes therein contained.

At the same time, also, appeared _____ agent of the party secured by the foregoing deed of trust; and made oath in due form of law that the consideration mentioned in this deed of trust is true and bona fide and that the amount of the loan for which this deed of trust has been given to secure was paid over and disbursed by the party secured to the Borrower or the person responsible for disbursement of funds in the closing transaction or their respective agent at a time no later that the final and complete execution of this Deed of Trust.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal.

_____
Notary Public

My commission expires: _____

STATE OF MARYLAND

COUNTY OF MONTGOMERY

I, a notary public in and for the State and County aforesaid do hereby certify that W. Evans Buchanan, who is personally well known to me to be the person as named as Attorney in Fact in the foregoing deed of trust bearing date of December 29, 1972 and hereto annexed, personally appeared before me in said County, and as Attorney in Fact as aforesaid and by virtue of the authority vested in him by said Deed of Trust acknowledged the same to the act and deed of the grantor therein.

At the same time personally appeared Mitchell Myers agent of the party secured by this Deed of Trust, and made oath in due form of law that the consideration mentioned in this Deed of Trust is true and bona fide and that the amount of the loan for which this deed of trust has been given to secure was paid over and disbursed by the party secured to the borrower or 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 Deed of Trust.

IN WITNESS WHEREOF, I hereunto affix my hand and seal.

Nanette Ackerman
Notary Public Nanette Ackerman

My commission expires: 7/1/74

I HEREBY CERTIFY that I am an attorney duly authorized to practice before the Court of Appeals for Maryland and that this Instrument was prepared under my supervision.

Edward A. Dacy

CBC 155(10/71)

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

I HEREBY CERTIFY that the aforegoing was truly taken and copied from Liber CWC # 69, folio 662, a LAND Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County this 13 th day of July, 1978.

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY MARYLAND

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

No. 71,063
G. 47377 RECEIVED FOR RECORD Jan. 15, 1973 12:50 P.M.

AMENDED
THIS DEED, Made this 29th day of December, A.D. 19 72

by and between W. EVANS BUCHANAN COMPANY

party of the first part, and
BETTY LOU L. ALMGREN and STACY B. VEREEN, Trustees,
party of the second part:

WITNESSETH:

THAT WHEREAS the Beneficiary of this trust has agreed to lend to Grantor and has earmarked for the benefit of Grantor the sum of ONE MILLION FIVE HUNDRED SIXTY-FIVE THOUSAND & no/100-- DOLLARS, ($1,565,000.-), with interest until paid at the rate set forth in the Promissory Note executed and delivered bearing even date herewith and payable to CAMERON-BROWN COMPANY; said principal on demand twenty-four (24) months from date and interest payable as provided for in the Construction Loan Agreement hereinafter referred to. Each installment when so paid to be applied first to the payment of the interest on the amount of principal remaining unpaid and the balance thereof credited to the principal except for payment for release of land, which shall be applied to principal. Default in any installment or prior lien or encumbrances or taxes or assessments on the hereinafter described property, when the same shall become due and payable shall cause all remaining unpaid installments to immediately become due and payable at the option of the holder of the aforesaid note, anything herein contained to the contrary notwithstanding.
Said note has been identified by the Notary Public taking the acknowledgment to the presents.

AND WHEREAS, in the event that any monthly installment shall remain unpaid for a period in excess of 20 days, a Late Charge of ten cents (.10) for each dollar so unpaid may be charged by the holder hereof for the purpose of defraying the expense incidental to such delinquency.

AND WHEREAS, it is further agreed that, in the event that the title to the property herein conveyed becomes vested in anyone other than the makers of the note hereby secured, the entire balance of said note, shall at the option of the holder thereof, immediately become due and payable and said noteholder shall reserve the right to approve any such new owner, to require endorsement of the note by any such new owner and to make charge for any assumption of the said note.

AND WHEREAS, the proceeds of the note hereby secured are to be used to finance the construction of improvements on the hereinbefore described land and funds will be advanced by the noteholder in accordance with the terms set forth in the Construction Loan Agreement of even date herewith, the terms of which are incorporated herein by reference.

In accordance with the provisions of Section 2, Article 66, Annotated Code of Maryland, (1957 Edition) future advances may be made hereunder at the Mortgagee's option, prior to the full payment of the mortgage debt in such amounts as provided in said section and all amendments hereto provided such advance shall not make the debt secured hereby exceed the original amount hereof, and provided further that the full amount of any such advance or advances shall be used for paying costs of repairs, alterations or improvements to the property hereafter described. Such future advances shall be repaid under the same terms and conditions as herein recited for the repayment of the mortgage debt.

AND WHEREAS, the party of the first part expressly covenant to pay the said debt; and further covenant and desire to secure the prompt payment of said debt, and interest thereon, when and the same shall become due and payable, and all costs and expenses incurred in respect thereto, together with all taxes and insurance premiums as well as all renewals or extensions of said debt, including reasonable counsel fees incurred or paid by the said party of the second part or substituted trustee or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date hereof.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the party of the first part, in consideration of premises, and of one dollar, lawful money of the United States of America, to party of the first part in hand paid by party of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has granted, and does hereby grant unto the party of the second part the following described land and premises, situated in the STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S
and known and distinguished as Parcels I, II and III per attached descriptions.

The mortgagor and mortgagee have entered into a certain Loan Agreement dated December 29, 1972, the provisions of which are incorporated herein by reference as fully and to the same extent as though set out herein verbatim. A default in said Loan Agreement shall be treated as a default in this instrument. It is further understood and agreed by and between the parties hereto that this Security Instrument shall, and does, secure any and all obligations of the Borrower (Grantor, Mortgagor) as in said Loan Agreement set forth and described, including but not limited to any and all financial obligations of the Borrower therein provided for, as well as those obligations set forth herein.

The Deed of Trust dated December 29, 1972 by and between W. EVANS BUCHANAN COMPANY and BETTY LOU L. ALMGREN and STACY B. VEREEN, Trustees, securing CAMERON-BROWN COMPANY in the sum of $894,650.00 and recorded in Liber CWC 69 at folio 662 on December 29, 1972 was erroneously recorded in the amount of $894,650.00; and that this instrument is being recorded in part to correct the above-described Deed of Trust in order to reflect the loan amount at $1,565,000.00 and to add as property secured thereby Parcel III described hereinbelow.

PARCEL I

ALL that part of a tract of land or farm situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, being that remaining part of the lands now or formerly known as the "Arthur C. Cockey, Sr. Farm", lying on the westerly side of the public road from Stevensville to Love Point and described as follows, to wit:

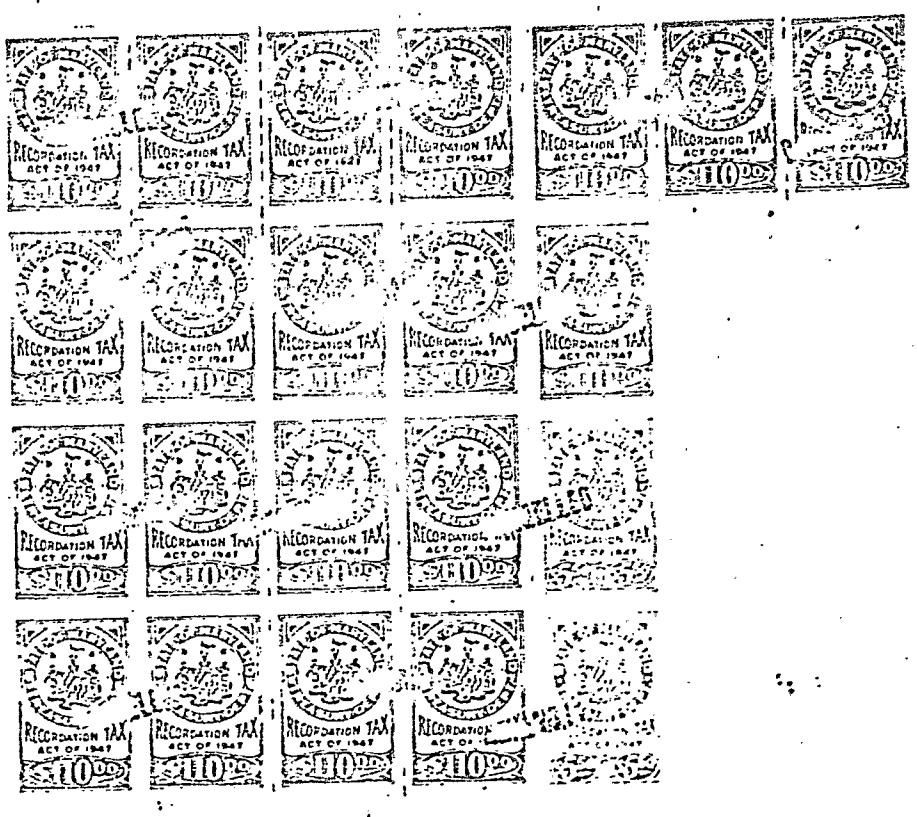
BEGINNING for the same at a point on the west side of Maryland Route 18 (40 feet wide), said point being the northeast corner of the herein described lands and the southeast corner of the lands of James Cockey; and running, thence, by and with the West side of Maryland Route 18 along a curve the chord of which is South 04 degrees 12 minutes 50 seconds East, 943.28 feet and South 14 degrees 40 minutes East, 426.75 feet to the lands of others; thence, by and with the lands of others the five (5) following courses and distances: (1) South 28 degrees 20 minutes West, 194.07 feet, (2) North 76 degrees 23 minutes West, 223.40 feet, (3) South 10 degrees 12 minutes West, 205.50 feet, (4) South 65 degrees 10 minutes West, 514.60 feet, and (5) South 55 degrees 32 minutes West, 561.90 feet to the lands of Eugene O. Legg, Sr.; thence, by and with said Legg lands the four (4) following courses and distances: (1) North 12 degrees 37 minutes West, 189.40 feet, (2) North 19 degrees 40 minutes East, 1,226.60 feet, (3) North 62 degrees 18 minutes West, 1,503.80 feet and (4) North 27 degrees 25 minutes East, 1,091.90 feet to the lands of J. Harold Thomas; thence, by and with said Thomas lands, South 64 degrees 30 minutes 30 seconds East, 1,237.70 feet to the aforementioned Cockey lands; thence, by and with said Cockey lands South 58 degrees 40 minutes 20 seconds East, 514.96 feet to the place of beginning. Containing in all 71.373 acres of land, more or less.

BEING part of the lands conveyed by James Alton Cockey, et. ux., unto said grantor by deed dated the 23rd day of July, 1959, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 49, folio 274.

PARCEL II

ALL that farm and tract of land, comprised of several tracts of land, nown known as "The Walter L. Price Farm", and formerly known as "The Home Farm of Charles B. Downes", and also called and being part of "Broad Creek, and also known as the "Gravelly Run Creek Farm", located at or near the Town of Stevensville, on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, bounded on the south by the lands of Dr. Charles E. Snyder, bounded on the west by Gravelly Run Creek, bounded on the northwest by Western Bay and the Chesapeake Bay, bounded on the north by the Cook and Cockey Farms, and bounded on the east by Back Lane or Downs Avenue, and containing 252 acres of land, more or less.

BEING all the same lands conveyed by deed from Walter L. Price unto Eugene Oliver Legg, Sr., et al, dated December 29, 1955, and recorded among the Land Records of Queen Anne's County in Liber T. S. P. No. 25 folio 504.



PARCEL III

ALL that tract or parcel of land situate, lying and being on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland, being that part of the lands known as the "Tareckson Farm of Dr. Charles E. Snyder," lying northerly of the right of way line of U. S. Route No. 50-301 (Chesapeake Bay Bridge Approach), bounded on the west by the waters of the Chesapeake Bay, and more particularly described by metes and bounds, courses and distances according to a survey and plat thereof in July, 1965, by William K. Nuttle, registered surveyors, as follows, to wit:

BEGINNING for the same at the intersection of the northwest side of old Maryland Route No. 404 (20 feet from the centerline) and the northeast side of U. S. Route No. 50 (120 feet from the centerline, as shown on State Roads Commission Plat 20926); and running thence, by and with the north side of U.S. Route No. 50 North 73 degrees 41 minutes West, 583.07 feet to a concrete monument and South 16 degrees 19 minutes West, 20.00 feet to a concrete monument and the northeast side of said road as shown on State Roads Commission Plats 7119 and 7120 (100 feet from the centerline); thence, by and with the northeast side of said road North 73 degrees 41 minutes West 3617.65 feet to a fence post and North 73 degrees 41 minutes West 38 feet more or less to the mean high waters of the Chesapeake Bay; thence, by and with the mean high waters of the Chesapeake Bay the twenty-two (22) following courses and distances:

1. North 44 degrees 02 minutes 30 seconds East, 380.13 feet
2. North 21 degrees 27 minutes 20 seconds East, 431.93 feet
3. North 21 degrees 03 minutes 10 seconds West, 283.95 feet
4. South 89 degrees 36 minutes 10 seconds West, 144.00 feet
5. North 20 degrees 41 minutes 40 seconds West, 48.10 feet
6. North 49 degrees 32 minutes East, 232.65 feet
7. North 46 degrees 42 minutes 40 seconds West, 94.79 feet
8. North 46 degrees 50 minutes 50 seconds East, 109.66 feet
9. North 01 degrees 48 minutes 50 seconds West, 158.08 feet
10. North 82 degrees 52 minutes 30 seconds West, 104.81 feet
11. North 02 degrees 18 minutes 10 seconds East, 174.14 feet
12. North 15 degrees 26 minutes 50 seconds East, 157.70 feet
13. South 85 degrees 53 minutes 10 seconds East, 139.36 feet
14. North 47 degrees 39 minutes 50 seconds East, 365.26 feet
15. South 78 degrees 01 minutes 30 seconds East, 33.73 feet
16. North 40 degrees 58 minutes 30 seconds East, 382.78 feet
17. North 39 degrees 41 minutes 40 seconds East, 328.80 feet
18. North 34 degrees 18 minutes 10 seconds West, 129.53 feet
19. North 31 degrees 42 minutes 50 seconds East, 209.24 feet
20. South 87 degrees 59 minutes 30 seconds East, 57.04 feet
21. South 22 degrees 20 minutes 30 seconds East, 78.92 feet
22. North 51 degrees 52 minutes 20 seconds East, 118.29 feet

to the lands of Eugene Legg, Sr.; thence, by and with said Legg lands, the six (6) following courses and distances:

1. South 16 degrees 24 minutes 20 seconds East, 575 feet, more or less to a point in a tidal pond,
2. South 24 degrees 46 minutes 20 seconds East, 465.30 feet to a point near the southeast end of said pond,
3. South 34 degrees 09 minutes 20 seconds East, 522.20 feet to a fence post,
4. South 0 degrees 17 minutes 20 seconds East, 795.64 feet to an iron pipe,
5. South 74 degrees 36 minutes 50 seconds East, 486.75 feet to a stone,
6. South 65 degrees 27 minutes 20 seconds East, 1326.91 feet to an iron pipe, and the lands of John Benton; thence, by and with said Benton Lands, South 64 degrees 16 minutes 20 seconds East, 732.52 feet to an iron pipe; thence by and with the lands of S. E. W. Friel, Jr., et. al., South 05 degrees 01 minutes 40 seconds West, 289.00 feet to the south side of an entrance road and the lands of Elizabeth Saddler; thence, by and with the south side of said road and the lands of Elizabeth Saddler and Joseph Saddler, North 69 degrees 24 minutes 20 seconds West 290.80 feet and South 84 degrees 11 minutes 50 seconds West, 146.91 feet to an iron pipe; thence, by and with the lands of Saddler, Grimes and Wilkins South 25 degrees 28 minutes 40 seconds East, 403.20 feet to an iron pipe and the lands of Charles W. Grimes; thence, by and with the said Grimes lands, South 64 degrees 06 minutes 20 seconds, West, 103.22 feet to an iron pipe, South 25 degrees 52 minutes East, 160.27 feet, and South 73 degrees 41 minutes East, 35.72 feet to the northwest side of old Maryland Route No. 404 (Note: the last mentioned line is the northeast side of a triangular parcel conveyed from Charles W. Grimes to Bay Park Development Company, Inc., in Liber T.S.P. No. 64 folio 519, and is 50 feet from and parallel to the northeast side of U. S. Route No. 50-301); thence, by and with the northwest side of Maryland Route No. 404 South 63 degrees 08 minutes 20 seconds West, 73.07 feet to the place of beginning; Containing in all 155.594 Acres of land, more or less.

BEING all the remaining lands of said Grantor conveyed unto it by two (2) deeds, to wit: (a) from Charles E. Snyder, et. ux., dated July 23, 1958, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 42 folio 9; and (b) from Charles William Grimes dated February 3, 1962, recorded among the Land Records aforesaid in Liber T.S.P. No. 64 folio 519.

together with all the improvements in anywise appertaining, and all the estate, right, title, interest and claim, either at law or in equity, or otherwise, however, of the party of the first part, of, in, to, or out of the said land and premises.

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter described; that is to say: IN TRUST to permit said party of the first part or assigns, to use and occupy the said described land and premises, and the rents, issues and profits thereof, to take, have and apply to and for their sola use and benefit, until default be made in the payment of the said note hereby secured or any installment of interest thereon, when and as the same shall become due and payable, or any proper cost, taxes, or expense in and about the same as herein 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, counsel fees, charges, commissions, half-commissions and expenses at any time before the sale herein provided for to release and reconvey the said described premises unto the said party of the first part, or assigns, at cost. AND IT IS AGREED that prior to the execution and delivery of any partial or complete release of this deed of trust, each trustee acting hereunder shall be entitled to charge and receive the sum of TEN and 00/100---------- Dollars, ($ 10.00), or fifty cents ($.50) for each release executed hereby, whichever sum shall be greater; said sum to be in addition to any reasonable attorney or counsel fees incurred by each trustee in connection with the execution and delivery of such release.

AND, the said party of the first part do hereby agree at his own cost, during all the time wherein any part of the matter hereby secured shall be unsettled or unpaid to keep the said improvements insured against loss by fire in the full sum of the outstanding balance of the note and any additional advances in the name and to the satisfaction of the party of the second part, or substituted trustee, in such fire insurance company or companies as the said party of the second part may select, who shall apply whatever may be received therefrom(whether by return short rate unearned premiums after foreclosure or otherwise) to the payment of the matter hereby secured, whether due or not, unless the party entitled to receive shall waive the right to have the same so applied; and also to pay all taxes and assessments, both general and special, that may be assessed against, or become due on said land and premises during the continuance of this trust and that upon any neglect or default to so insure, or to pay taxes and assessments, and the expenses thereof shall be a charge hereby secured and bear interest at the rate as stated in the note from the time of such payment.

AND, it is further agreed that if the said property shall be advertised for sale, as herein provided, and not sold, the trustee or trustees acting shall be entitled to one-half of the commission above provided, to be computed on the amount of the debt hereby secured.

AND, the said party of the first part covenant that he will warrant specially the land and premises hereby conveyed, and that he will execute such further assurances of said land as may be requisite or necessary.

AND UPON THIS FURTHER TRUST, upon any default or failure being made in the payment of the note or any installment of principal or interest thereon, or upon default in payment, on demand, of any sum or sums advanced by the holder or holders of said note on account of any costs, counsel fees and expenses of this Trust, or on account of any such tax or assessment, or insurance or expense of litigation, or on account of any lien, Deed of Trust or Mortgage on said land and premises, prior in lien to this Trust with interest thereon as stated in the note from date of advance (it being hereby agreed that on default in payment of said costs, expenses, tax or assessment, or insurance, or expense of litigation, or such prior lien, Deed of Trust or Mortgage as aforesaid, the same may be paid by the holder or holders of said note and all sums advanced in so doing, with interest as aforesaid, shall forthwith attach as a lien hereunder and be demandable at any time); then, upon any and every such default so made as aforesaid, the said party of the second part or the trustee acting in the execution of this trust shall have the power and it shall be their or his 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 party of the second part or the trustee acting in the execution of this trust shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to and at the cost, of the purchaser, or purchasers, thereof, who shall not be required to see to the application of the purchase money; and of the proceeds of said sale or sales; FIRSTLY, to pay all proper costs, charges, and expenses, including all counsel 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 of five per centum (5%) on the amount of the said sale or sales; SECONDLY, to pay whatever may then remain unpaid of said note whether the same shall be due or not, and the interest thereon to day 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 party of the first part, assigns or to the parties legally entitled to same, 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.

That the holder of the indebtedness hereby secured has the irrevocable power to substitute without cause or notice, a Trustee or Trustees in the place of any Trustee serving under this deed by filing for record in the office where said deed is recorded a Deed of Appointment; said substitute Trustee(s) shall be vested with the same title and powers as are granted herein to the parties of the second part.

IN WITNESS WHEREOF, the said party of the first part has hereunto set hand and seal on the day and year first hereinbefore written, or, in case of a corporate party hereto, the said W. Evans Buchanan Company hath on the 29th day of December, 1972, caused these presents to be signed by W. Evans Buchanan its President and attested by Mary Clifton Buchanan its Secretary, and its corporate seal to be hereunto affixed; and doth hereby appoint W. Evans Buchanan its true and lawful attorney in fact to acknowledge and deliver these presents.

W. EVANS BUCHANAN COMPANY

ATTEST: Mary Clifton Buchanan
Mary Clifton Buchanan
Secretary

By: W. Evans Buchanan, President

W. EVANS BUCHANAN CO. CORPORATE 1956 SEAL MARYLAND

STATE OF _____

COUNTY OF _____

I hereby certify that on the day of 1971, before me, a notary public in and for the aforesaid State and County personally appeared known to be the person(s) whose name(s) is(are) subscribed to the within instrument and acknowledged that executed the same for the purposes therein contained.

At the same time, also, appeared agent of the party secured by the foregoing deed of trust; and made oath in due form of law that the consideration mentioned in this deed of trust is true and bona fide and that the amount of the loan for which this deed of trust has been given to secure was paid over and disbursed by the party secured to the Borrower or the person responsible for disbursement of funds in the closing transaction or their respective agent at a time no later that the final and complete execution of this Deed of Trust.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal.

Notary Public

My commission expires: _____

STATE OF MARYLAND

COUNTY OF MONTGOMERY

I, a notary public in and for the State and County aforesaid do hereby certify that W. Evans Buchanan who is personally well known to me to be the person as named as Attorney in Fact in the foregoing deed of trust bearing date of December 29, 1972 and hereto annexed, personally appeared before me in said County, and as Attorney in Fact as aforesaid and by virtue of the authority vested in him by said Deed of Trust acknowledged the same to the act and deed of the grantor therein.

At the same time personally appeared Mitchell Myers agent of the party secured by this Deed of Trust, and made oath in due form of law that the consideration mentioned in this Deed of Trust is true and bona fide and that the amount of the loan for which this deed of trust has been given to secure was paid over and disbursed by the party secured to the borrower or 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 Deed of Trust.

IN WITNESS WHEREOF, I hereunto affix my hand and seal.

Notary Public Nanette Ackerman

NOTARY PUBLIC

My commission expires: 7-1-74

I HEREBY CERTIFY that I am an attorney duly authorized to practice before the Court of Appeals of Maryland and that this Instrument was prepared under my supervision.

Edward A. Dacy

CBC 155 (10/71)

Deed of Substitution of Trustee is recorded in Liber C.H.S. 88, folio [illegible] Land Record Book for Queen Anne's County.

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

I HEREBY CERTIFY that the aforegoing was truly taken and copied from Liber CWC # 70, folio 217, a LAND Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County this 13 th day of July, 1978.

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

DOCUMENT NO. 17305 DEED OF SUBSTITUTION OF TRUSTEE
(Maryland)

THIS DECLARATION AND APPOINTMENT OF SUBSTITUTE TRUSTEES, Made and entered into this the 11th day of October, 1974, by and between Cameron-Brown Company, a North Carolina corporation with its principal office in Raleigh, North Carolina, party of the first part, and O. B. Hawkins, Jr. of Raleigh, North Carolina, and Real Estate Consultants of the South, Inc., a North Carolina corporation, parties of the second part.

W I T N E S S E T H :

WHEREAS, the party of the first part is the sole owner and holder of the promissory note(s) secured by the Deed(s) of Trust set forth and described in Schedule "A" attached hereto; and

WHEREAS, those parties presently designated as trustee(s) on said Deed(s) of Trust have indicated that they wish to be removed as trustee(s); and

WHEREAS, said Deed(s) of Trust contain language granting unto the holder of the obligations secured thereby the irrevocable power to substitute trustee(s) without cause or notice; and

WHEREAS, the party of the first part desires to exercise its right therein granted by removing the trustee(s) named in the Deed(s) of Trust set forth in Schedule "A" and substituting in their place and stead the parties of the second part hereunto; and

WHEREAS, the parties of the second part are fit and proper parties to perform the duties of trustee and have agreed by instrument in writing attached hereto and by this reference made a part hereof to accept an appointment as such and to perform the duties and exercise the powers imposed and conferred upon them by each of said Deed(s) of Trust.

NOW, THEREFORE, in consideration of the premises and pursuant to the provisions of the aforesaid Deed(s) of Trust, the party of the first part hereby removes the trustee(s) named in the Deed(s) of Trust set forth in Schedule "A", and names, designates and appoints O. B. Hawkins, Jr. and Real Estate Consultants of the South, Inc. the parties of the second part, as substitute trustees, either of whom may act without joinder of the other, in and under said Deed(s) of Trust, to do and perform the duties set forth in and under said Deed(s) of Trust, and

as substitute trustees, the parties of the second part are hereby authorized, empowered and charged with all the duties and powers conferred upon the trustees named in said Deed(s) of Trust in all respects as if the parties of the second part had been originally named therein, specifically retaining an irrevocable power to further substitute and appoint trustees, as provided in the said Deed(s) of Trust.

IN WITNESS WHEREOF, the party of the first part has caused this Instrument to be executed in its corporate name by its proper officers, and its corporate seal to be hereto affixed, all by authority of its Board of Directors duly given.

CAMERON-BROWN COMPANY

BY: William C. Walton
Vice President

Attest:

Carly A. Head
Asst Secretary

STATE OF N. Carolina)
) TO WIT:
COUNTY OF Wake)

I, Mrs. Carolyn W. Lee, a Notary Public of the State of N. Carolina do hereby certify that William C. Walton personally came before me this day and acknowledged that he is Vice President of Cameron-Brown Company, a corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President sealed with its corporate seal and attested by Carly A. Head as its Asst Secretary.

WITNESS my hand and notarial seal, this the 14th day of October, 1974.

Mrs. Carolyn W. Lee
Notary Public

My commission expires: 5-28-77

LIBER 11 PAGE 90

LIBER 88 PAGE 372

ACCEPTANCE OF TRUST

O. B. Hawkins, Jr. and Real Estate Consultants of the South, Inc., hereby accept their appointment by Cameron-Brown Company as Substitute Trustees in the Deed(s) of Trust described in Schedule "A" attached hereto.

Made this the 1st day of October, 1974.

O. B. Hawkins, Jr. (Seal)

Attest:

(Seal)
Real Estate Consultants of the South, Inc.

BY: Vice President

Secretary

STATE OF North Carolina)
) TO WIT:
COUNTY OF Wake)

Personally appeared before me, the undersigned Notary Public, O. B. Hawkins, Jr. who, being first duly sworn, acknowledged the due execution of the foregoing instrument for the purposes herein stated.

Witness my hand and notarial seal this the 1st day of October, 1974.

Notary Public

My commission expires: 5-23-75

STATE OF North Carolina)
) TO WIT:
COUNTY OF Wake)

I, [illegible], a Notary Public of the State of North Carolina do hereby certify that [illegible] personally came before me this day and acknowledged that he is Vice President of Real Estate Consultants of the South, Inc., a corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal and attested by [illegible] as its Secretary.

Witness my hand and notarial seal, this 1st day of October, 1974.

Notary Public

My commission expires: 5-23-75

SCHEDULE A

1. Deed of Trust from W. Evans Buchanan Co. to Betty Lou L. Almgren and Stacy B. Vereen, Trustees, recorded in Liber 70, page 217, Queen Anne's County Registry, securing note payable to Cameron-Brown Company in the face amount of $1,565,000.

2. Deed of Trust from W. Evans Buchanan Co., to Stacy B. Vereen and Betty Lou L. Almgren, Trustees, recorded in Book 77, page 233, Queen Anne's County Registry, securing note payable to Cameron-Brown Company in the face amount of $435,000.

3. Deed of Trust from W. Evans Buchanan Company to Nancy A. Allen and Jean L. Berulis, Substitute Trustees, (see Book CWC86, page 44, Queen Anne's County Registry for substitution), recorded in Liber 66, page 674 Queen Anne's County Registry, securing note payable to Cameron-Brown Company in the face amount of $2,478,000.

RECEIVED FOR RECORD
& RECORDED IN LIBER
NO. FOLIO

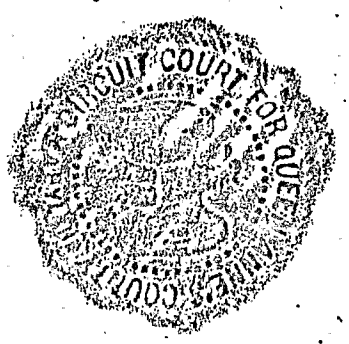
1974 OCT 31 PM 1:05

CLERK OF RECORD FOR
QUEEN ANNE'S CO., MD.
CHARLES W. CECIL, CLERK

OCT 31-74 * 29069 *****13.00
OCT 31-74 A 29069 *****13.00

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

I HEREBY CERTIFY that the aforegoing was truly taken and copied from Liber CWC # 88, folio 370, a LAND Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County this 13 th day of July, 1978.

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

DOCUMENT NO. 93,997

DEED OF APPOINTMENT OF WILLIAM N. DUNPHY
AS SUBSTITUTE TRUSTEE

WHEREAS, Betty Lou L. Almgren and Stacy B. Vereen were appointed Trustees under a certain Deed of Trust dated December 29, 1972, recorded among the land records of Queen Anne's County, Maryland, in Liber CWC 69 at folio 662, et seq., as amended by Amended Deed of Trust dated December 29, 1972, recorded among said land records in Liber CWC 70 at folio 217; and

WHEREAS, O.B. Hawkins, Jr. and Real Estate Consultants of the South, Inc. were appointed Substitute Trustees under a certain Deed of Appointment dated October 10, 1974, recorded among said land records in Liber CWC 88 at folio 370; and

WHEREAS, First Union National Bank of North Carolina is the holder of the Promissory Note evidencing the indebtedness, of which W. Evans Buchanan Company, a Maryland corporation, is the maker; and

WHEREAS, there is a provision in said Deed of Trust as follows:

> "That the holder of the indebtedness hereby secured has the irrevocable power to substitute without cause or notice, a Trustee or Trustees in the place of any Trustee serving under this deed by filing for record in the office where said deed is recorded a Deed of Appointment; said substitute Trustee(s) shall be vested with the same title and powers as are granted herein to the parties of the second part."

and

WHEREAS, First Union National Bank of North Carolina desires to substitute and appoint a new Trustee under the foregoing provision of said Deed of Trust.

NOW, THEREFORE, said First Union National Bank of North Carolina, beneficiary and legal holder and owner of the indebtedness evidenced by the Note and Deed of Trust, does hereby appoint William N. Dunphy, as Substitute Trustee in place and stead of and as successor in Trust to O.B. Hawkins, Jr. and Real Estate Consultants of the South, Inc., in accordance with the provisions of said Deed of Trust, and he shall be vested with the same title and powers as are granted to the original Trustees.

IN WITNESS WHEREOF, the said First Union National Bank of North Carolina has caused this instrument to be executed in its behalf by Dorothy F. Clayton its Asst Vice President, and its corporate seal to be hereunto affixed and attested by Teresa P. Hall, its Assistant Secretary, on this 3rd day of July, 1978, and said First Union National Bank of North Carolina does hereby constitute and appoint Dorothy F. Clayton its true and lawful attorney-in-fact for and on its behalf, irrevocably to acknowledge and deliver this instrument according to law.

FIRST UNION NATIONAL BANK OF NORTH CAROLINA

By Dorothy F. Clayton

Its Assistant Vice President

SEAL

ATTEST:

Teresa P. Hall

Its Assistant Secretary

STATE OF NORTH CAROLINA)
) ss:
COUNTY OF WAKE)

I hereby certify that on this 3rd day of July, 1978, before me, the subscriber, a Notary Public in and for the said state and county, personally appeared Dorothy F. Clayton, Asst. Vice President of First Union National Bank of North Carolina, a National Banking Association, and on behalf of said First Union National Bank of North Carolina did acknowledge the aforesaid Deed of Appointment bearing date the 3rd day of July, 1978, to be its act and deed.

GIVEN under my hand and official seal this 3rd day of July, 1978.

Maylou Shy
Notary Public

My commission expires: May 20, 1981.

RECEIVED
CLERK, CIRCUIT COURT
1978 JUL 10 PM 12: 16
QUEEN ANNE'S COUNTY

JUL 10-78 * 27054 *****17.00
JUL 10-78 A 27054 *****17.00

AFFIDAVIT

July 7, 1978

I, D. Clifford Crook, III, attorney for First Union National Bank of North Carolina, hereby certify that no consideration was paid or is required to be paid for the foregoing conveyance pursuant to the terms of the aforementioned Deed of Trust as amended.

D. Clifford Crook, III

D. Clifford Crook, III
Suite 1407
Unibank Building
51 Monroe Street
Rockville, Maryland 20850

WITNESS:

Virginia S. Horning

Lois Donelson

SUBSCRIBED AND SWORN to before me this 7th day of July, 1978.

C. R. Marlene Kirkhum

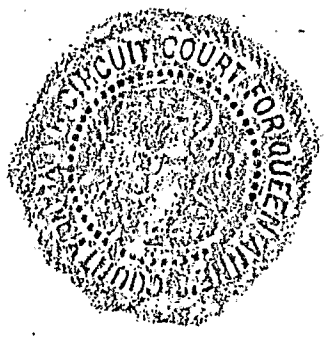
C. R. Marlene Kirkhum, Notary Public, D.C.

My Commission Expires January 14, 1981

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

I HEREBY CERTIFY that the aforegoing was truly taken and copied from Liber CWC # 137, folio 578, a LAND Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County this 13 th day of July, 1978.



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

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Sitting as a Court of Equity

WILLIAM N. DUNPHY, SUBSTITUTE TRUSTEE	)	
v.	)	Equity No. 6289
W. EVANS BUCHANAN COMPANY, a Maryland Corporation, Mortgagor	)	

AFFIDAVIT OF NOTEHOLDER AS TO AMOUNT DUE

STATE OF NORTH CAROLINA)
) To-Wit:
COUNTY OF WAKE)

This is to certify:

That I am an adult female, over the age of 21 years; that I am sui juris and otherwise competent to testify to the matters stated herein; that I am Assistant Vice President of First Union National Bank of North Carolina, a National Banking Association; that I am authorized on behalf of First Union National Bank of North Carolina to execute this Affidavit; and that I have personal knowledge of the matters stated herein.

That the principal balance in default and due from the Deed of Trust Note in the above referenced case is $1,548,950.98 and that unpaid interest fees and charges accrued thereon total $ 1,691,685.10 to and including October 31, 1978, and that interest continues to accrue at the per annum rate of four and one-half (4 1/2%) percentage points in excess of the "prime rate" of First Union National Bank of North Carolina, with any change therein effective on the first day of the month subsequent to the "prime rate" interest change.

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WILKES & ARTIS
1666 K STREET, N. W.
WASHINGTON, D. C. 20006
(202) 457-7600

That First Union National Bank of North Carolina is the holder of the Note secured by the Deed of Trust herein being foreclosed.

Dorothy J. Clayton
Assistant Vice President

Subscribed and sworn to before me this 3rd day of November, 1978.

Mary D. [illegible]
Notary Public

My commission expires: October 2[illegible]

LAW OFFICES
WILKES & ARTIS
1666 K STREET, N. W.
WASHINGTON, D. C. 20006

(202) 457-7600

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Sitting as a Court of Equity

WILLIAM N. DUNPHY, SUBSTITUTE TRUSTEE	)	
v.	)	Equity No. 6289
W. EVANS BUCHANAN COMPANY, a Maryland Corporation, Mortgagor	)	

PETITION TO POST NOMINAL CASH
FORECLOSURE BOND IN LIEU OF SURETY BOND

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Petitioner, D. Clifford Crook, III, attorney for the Substitute Trustee in the above entitled cause, respectfully represents:

1. On November 8, 1978, your petitioner, as attorney for Substitute Trustee, instituted foreclosure in the above entitled cause after a default had occurred under the terms of a certain Deed of Trust from W. Evans Buchanan Company, a Maryland Corporation, dated December 29, 1972, recorded among the land records of Queen Anne's County, Maryland, in Liber CWC 69 at folio 662, as amended by Amended Deed of Trust dated December 29, 1972, recorded among said land records in Liber CWC 70 at folio 217.

2. The real property subject to the aforesaid Deed of Trust as amended in connection with this foreclosure is to be sold at public auction at 10:00 a.m. on Monday, November 27, 1978.

3. Your petitioner avers that the advertisement of the Trustee's sale required a deposit of 10% of the sale price with the Substitute Trustee by the successful bidder on the date of.

LAW OFFICES
WILKES & ARTIS
1666 K STREET, N. W.
WASHINGTON, D. C. 20006
(202) 457-7500

the sale. The outstanding principal balance with accrued interest and charges due from the Deed of Trust Note to and including October 31, 1978 is $1,691,685.10. It is anticipated that in all likelihood the holder of the Deed of Trust Note will be the purchaser at foreclosure, and that the successful bid will be no more than the balance due on the Deed of Trust Note, and in the opinion of your petitioner, it would not be necessary to require a more substantial bond than $170,000.00 (10% of the anticipated sale price) prior to sale.

4. In the event that the secured property is sold to a third party, someone other than the holder of the Deed of Trust Note, your petitioner will post such additional cash bond as to cover the amount of sale.

5. Your petitioner requests that the Clerk of Court be directed to deposit the said funds in an interest-bearing account or in a certificate of deposit with the interest accruing to the benefit of the Substitute Trustee.

WHEREFORE, your petitioner prays that the Court, pursuant to Maryland Rule H3, enter an Order allowing him, as attorney for Substitute Trustee, to deposit with the Clerk of Court, as cash in lieu of surety bond, the amount of One Hundred Seventy Thousand Dollars ($170,000.00), and to file with the Court at that time the undertaking of the Substitute Trustee, attached hereto as Exhibit A, that the deposit is conditional as prescribed in Maryland Rule W74; with provisions that in the event of the sale of the secured premises to some one other than the holder of the note, the amount of bond shall be increased in an amount sufficient to cover the amount of sale; and further, the Clerk of Court be ordered to deposit such additional sums in

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1666 K STREET, N. W.
WASHINGTON, D. C. 20006

(202) 467-7500

an interest-bearing account or certificate of deposit with interest accruing to the Substitute Trustee.

AND, IN DUTY BOND, ETC.

Respectfully submitted,

D. Clifford Cook III

D. Clifford Cook, III

Suite 1407
Unibank Building
51 Monroe Street
Rockville, Maryland 20850
(301) 279-7900

LAW OFFICES
WILKES & ARTIS
1666 K STREET, N. W.
WASHINGTON, D. C. 20006

(202) 457-7600

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Sitting as a Court of Equity

WILLIAM N. DUNPHY, SUBSTITUTE TRUSTEE	)	
v.	)	Equity No. _____
W. EVANS BUCHANAN COMPANY, a Maryland Corporation, Mortgagor	)	

FORECLOSURE BOND

KNOW ALL MEN BY THESE PRESENTS:

That I, William N. Dunphy, Substitute Trustee, as Principal, am held and firmly bound unto the State of Maryland in the full and just sum of One Hundred Seventy Thousand Dollars ($170,000.00), said amount having been deposited with the Clerk of the Circuit Court for Queen Anne's County, Maryland, pursuant to the order of the Circuit Court for Queen Anne's County, dated _____ ____, 1978. I bind myself, my Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents.

Sealed with my seal and date this ____ day of _____, in the year of our Lord One Thousand Nine Hundred and Seventy-eight.

Whereas, the above bounden William N. Dunphy, Substitute Trustee, under and by virtue of the power of sale contained in a certain Deed of Trust dated December 29, 1972, and recorded among the land records of Queen Anne's County, Maryland, in Liber CWC 69 at folio 662, as amended by Amended Deed of Trust dated December 29, 1972, recorded among said land records in

LAW OFFICES
WILKES & ARTIS
1666 K STREET, N. W.
WASHINGTON, D. C. 20006
(202) 457-7800

EXHIBIT A

Liber CWC 70 at folio 217, is about to sell the land and premises described in said documents, 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 DEPOSIT IS SUCH THAT, if the above bounden William N. Dunphy, Substitute Trustee, does and shall well and truly and faithfully perform the trust reposed in him under the document 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 deposit shall be returned.

In Testimony whereof, the above bounden William N. Dunphy, Substitute Trustee, has hereto set his hand and seal the day and year first hereinabove written.

_____ (SEAL)
William N. Dunphy, Substitue Trustee

Signed, Sealed and delivered in the presence of:

_____

LAW OFFICES
WILKES & ARTIS
1666 K STREET, N. W.
WASHINGTON, D. C. 20006

(202) 457-7800

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Sitting as a Court of Equity

WILLIAM N. DUNPHY, SUBSTITUTE TRUSTEE	)	
v.	)	Equity No. 6289
W. EVANS BUCHANAN COMPANY, a Maryland Corporation, Mortgagor	)	

ORDER

The foregoing Petition to Post Nominal Cash Foreclosure Bond in Lieu of Surety Bond having been read and considered, it is this 14th day of November, 1978, by the Circuit Court for Queen Anne's County, Maryland:

ORDERED that D. Clifford Crook, III, as attorney for the Substitute Trustee authorized to make sale of the fee simple property more fully described in the above-entitled cause, be, and he hereby is, allowed to file a cash deposit in lieu of surety bond in the amount of One Hundred & Seventy Thousand Dollars ($170,000.00) together with a written undertaking by the Substitute Trustee that said deposit be conditional as prescribed in Maryland Rule W74, provided that in the event the secured premises shall be sold to someone other than the holder of the Deed of Trust Note, the penalty of the bond shall be increased in an amount sufficient to cover the amount of the sale; and FURTHER ORDERED that the Clerk of the Court be instructed to deposit the said sum in an account or certificate of deposit with the interest accruing to the Substitute Trustee.

FILED

NOV 14 1978

CIRCUIT COURT
QUEEN ANNE'S CO.

B. Hackett Turner Jr.
Judge

LAW OFFICES
WILKES & ARTIS
1666 K STREET, N. W.
WASHINGTON, D. C. 20006

(202) 457-7800

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Sitting as a Court of Equity

WILLIAM N. DUNPHY, SUBSTITUTE TRUSTEE	)	
v.	)	Equity No. 6289
W. EVANS BUCHANAN COMPANY, a Maryland Corporation, Mortgagor	)	

FORECLOSURE BOND

KNOW ALL MEN BY THESE PRESENTS:

That I, William N. Dunphy, Substitute Trustee, as Principal, am held and firmly bound unto the State of Maryland in the full and just sum of One Hundred Seventy Thousand Dollars ($170,000.00), said amount having been deposited with the Clerk of the Circuit Court for Queen Anne's County, Maryland, pursuant to the order of the Circuit Court for Queen Anne's County, dated November 14, 1978. I bind myself, my Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents.

Sealed with my seal and date this 16th day of November, in the year of our Lord One Thousand Nine Hundred and Seventy-eight.

Whereas, the above bounden William N. Dunphy, Substitute Trustee, under and by virtue of the power of sale contained in a certain Deed of Trust dated December 29, 1972, and recorded among the land records of Queen Anne's County, Maryland, in Liber CWC 69 at folio 662, as amended by Amended Deed of Trust dated December 29, 1972, recorded among said land records in

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1666 K STREET, N. W.
WASHINGTON, D. C. 20006
(202) 457-7800

Liber CWC 70 at folio 217, is about to sell the land and premises described in said documents, 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 DEPOSIT IS SUCH THAT, if the above bounden William N. Dunphy, Substitute Trustee, does and shall well and truly and faithfully perform the trust reposed in him under the document 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 deposit shall be returned.

In Testimony whereof, the above bounden William N. Dunphy, Substitute Trustee, has hereto set his hand and seal the day and year first hereinabove written.

William N. Dunphy (SEAL)
William N. Dunphy, Substitute Trustee

Signed, Sealed and delivered in the presence of:

Karen A. Ward

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 248, 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 November, Nineteen Hundred and Seventy-eight.

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

LAW OFFICES
WILKES & ARTIS
1666 K STREET, N. W.
WASHINGTON, D. C. 20006

(202) 457-7600

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Sitting as a Court of Equity

WILLIAM N. DUNPHY, Substitute Trustee	:	
vs.	:	Equity No. 6289
W. EVANS BUCHANAN COMPANY, A Maryland Corporation, Mortgagor	:	

TRUSTEE'S REPORT OF SALE

TO THE HONORABLE JUDGE OF SAID COURT:

1. This is a report of sale by foreclosure of William N. Dunphy, Substitute Trustee, under and by virtue of the power of sale contained in a certain Deed of Trust, from W. Evans Buchanan Company, dated December 29, 1972 and duly recorded among the Land Records of Queen Anne's County, Maryland, in Liber CWC 69 at folio 662, as amended by Amended Deed of Trust dated December 29, 1972 and duly recorded among said Land Records in Liber CWC 70 at folio 217, said Substitute Trustee having derived his powers pursuant to a Deed of Appointment of Substitute Trustee, dated July 3, 1978 and duly recorded on July 10, 1978 among the Land Records of Queen Anne's County, Maryland, in Liber CWC 137 at folio 578.

2. Said Deed of Trust and Amended Deed of Trust provide that upon any default or failure being made in the payment of the note or any installment of principal or interest thereon, "then, upon any and every such default so made as aforesaid, the . . . trustee acting in the execution of this trust shall have the power and it shall be their or his 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 trustee acting in the execution of this trust shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to and at the cost, of the purchaser, or purchasers, thereof, who shall not be required to see to the application of the purchase money; and of the proceeds of said sale or sales: FIRSTLY, to pay all proper costs, charges, and

expenses, including all counsel fees and costs herein provided for, and all monies 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 of five per centum (5%) on the amount of the said sale or sales; SECONDLY, to pay whatever may then remain unpaid of said note whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before 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 grantor, "assigns or to the parties legally entitled to same, 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."

3. There was a default in a condition upon which the Deed of Trust and Amended Deed of Trust provide that a sale may be made, in that there was a default in payment of the indebtedness secured as represented by the note and said Deed of Trust and Amended Deed of Trust; that as shown by Affidavit of Noteholder as to Amount Due filed herein in connection with the Order to Docket, the principal balance due from the note secured by the Deed of Trust and the Amended Deed of Trust in the above-mentioned case is $1,548,950.98, and that unpaid interest, fees and charges accrued thereon to and including October 31, 1978 total $1,691,685.10, and that interest continues to accrue at the per annum rate of four and one-half percentage (4-1/2%) points in excess of the "prime rate" of First Union National Bank of North Carolina, with any change therein effective on the first day of the month subsequent to the "prime rate" interest change. First Union National Bank of North Carolina, a National Banking Association, is the holder of the note secured by the Deed of Trust and Amended Deed of Trust being foreclosed.

4. William N. Dunphy, Substitute Trustee, as a result of said default as more fully described above, exercised the power of sale under said Deed of Trust and Amended Deed of Trust as to the property more particularly described therein; he gave notice by advertisement in The Banner, a newspaper of general

circulation published in the county where the mortgaged property is located, said notice being published on the following dates: November 10, November 17, and November 24, 1978, and providing for sale at public auction at 10:00 A.M. on November 27, 1978 on the Courthouse steps in front of the Courthouse, at Centreville, Maryland, in accordance with said notice, a copy thereof being attached hereto as EXHIBIT A. On November 8, 1978, he filed herein an Order to Docket, pursuant to Rule W72c(1) of the Maryland Rules of Procedure, attaching thereto certified copies of the Deed of Trust, Amended Deed of Trust and the Deed of Appointment of Substitute Trustee; there was attached to the Order to Docket the Affidavit of Noteholder First Union National Bank of North Carolina evidencing the total principal balance due totaling $1,548,950.98, plus unpaid interest fees and late charges accrued on said total principal balance to and including October 31, 1978, amounting to $1,691,685.10, plus additional interest as provided in said Affidavit of Noteholder. The publication of the advertisement was once a week for three successive weeks, namely, November 10, November 17, and November 24, 1978, the first publication being not less than fifteen (15) days prior to sale and the last publication being not more than one (1) week prior to sale pursuant to Rule W74a(2)(b)(i) of the Maryland Rules of Procedure. On November 27, 1978, prior to making the sale reported herein and pursuant to an Order of the Circuit Court for Queen Anne's County, Maryland, signed by Judge Turner on November 14, 1978, the Substitute Trustee deposited with the Clerk of the Court a cash foreclosure bond in lieu of a surety bond in the amount of One Hundred and Seventy Thousand Dollars ($170,000.00). The Substitute Trustee also complied with the provisions of Rule W74a(2)(c) in sending by registered mail to the mortgagor at the mortgagor's last known address notice of the time, place and terms of sale, said notice being sent not earlier than twenty (20) days and not later than five (5) days prior to the date of sale, a copy of which is attached hereto as EXHIBIT B and return receipts for which will hereafter be filed with the Court prior to final ratification pursuant to Rule W74a(2)(c).

5. On November 27, 1978, at 10:00 A.M., in accordance with arrangements made by William N. Dunphy, Substitute Trustee, said property described

in said Deed of Trust and Amended Deed of Trust and as further described in said notice by advertisement attached hereto and made a part hereof marked EXHIBIT A, was offered for sale at public auction on the Courthouse steps in front of the Courthouse at Centreville, Maryland, by Mr. Benny Weschler of Adam A. Weschler & Son, Inc., auctioneers, of 905 E Street, N. W., Washington, D. C. 20004.

6. At said public auction the property was sold to First Union National Bank of North Carolina, a National Banking Association, through Lois J. Vermillion, acting as agent. First Union National Bank of North Carolina, a National Banking Association, is the holder of the note secured by the said Deed of Trust and Amended Deed of Trust heretofore set forth and also described in the notice by advertisement. On behalf of First Union National Bank of North Carolina, Lois J. Vermillion bid in and purchased said property on account of the above-named institution for the price of Nine Hundred and Ninety Thousand Dollars ($990,000.00) on the terms set forth in said advertisement; and delivered to the Substitute Trustee a check to his order in the amount of One Hundred Thousand Dollars ($100,000.00) to be applied as part of the purchase price of said property.

7. The sale was in all respects fair and the price received therefor was adequate and fair.

Respectfully submitted,

William N. Dunphy

William N. Dunphy, Substitute Trustee
P. O. Box 123
101 North Adams Street
Rockville, Maryland 20850
301-424-0555

STATE OF MARYLAND)
) To-Wit:
COUNTY OF QUEEN ANNE'S)

I, William N. Dunphy, solemnly swear that I have read the foregoing Trustee's Report of Sale by me subscribed and know the contents thereof; that the facts therein stated of my personal knowledge are true and those stated upon information and belief, I believe to be true.

William N. Dunphy
William N. Dunphy

Subscribed and Sworn to before me this 28th day of November, 1978.

Nancy J. Cole
Notary Public

My commission expires: July 1, 1982

D. CLIFFORD CROOK, III, ESQUIRE, SOLICITOR
1666 K Street, N.W., Suite 600
Washington, D.C. 20006
(202) 457-7800

TRUSTEE'S SALE OF VALUABLE REAL ESTATE

Located in the 4th Election District, Queen Anne's County, Maryland, approximately 479 acres on Kent Island, north of U.S. Routes 50-301 and west of Maryland Route 18 to Love Point, bounded on the west by the Chesapeake Bay.

Under and by virtue of the power of sale contained in a certain Deed of Trust from W. Evans Buchanan Co., a Maryland corporation, dated December 29, 1972, duly recorded among the Land Records of Queen Anne's County in Liber CWC 69 at folio 662, as amended by Amended Deed of Trust dated December 29, 1972, duly recorded among said land records in Liber CWC 70 at folio 217, default having occurred in the obligations secured thereby and the covenants contained therein; and at the request of the holder of the note secured thereby, the undersigned Substitute Trustee, pursuant to a Deed of Appointment of Substitute Trustee dated July 3, 1978, and recorded on July 10, 1978 among the Land Records of Queen Anne's County in Liber CWC 137 at folio 578, will sell at public auction, in front of the Court House, Centreville, Queen Anne's County, Maryland, on

MONDAY
November 27, 1978
10:00 a.m.

the property described as follows, with the improvements, easements and appurtenances thereunto belonging, situate, lying and being in the State of Maryland, County of Queen Anne's, namely:

EXHIBIT A

PARCEL I

ALL that part of a tract of land or farm situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, being that remaining part of the lands now of formerly known as the "Arthur C. Cockey, Sr., Farm", lying on the Westerly side of the public road from Stevensville to Love Point and described as follows, to wit:

BEGINNING for the same at a point on the west side of Maryland Route 18 (40 feet wide), said point being the northeast corner of the herein described lands and the southeast corner of the lands of James Cockey; and running, thence, by and with the West side of Maryland Route 18 along a curve the chord of which is South 04 degrees 12 minutes 50 seconds East, 943.28 feet and South 14 degrees 40 minutes East, 426.75 feet to the lands of others; thence, by and with the lands of others the five (5) following courses and distances: (1) South 28 degrees 20 minutes West, 194.07 feet, (2) North 76 degrees 23 minutes West, 223.40 feet, (3) South 10 degrees 12 minutes West, 205.50 feet, (4) South 65 degrees 10 minutes West, 514.60 feet, and (5) South 55 degrees 32 minutes West, 561.90 feet to the lands of Eugene O. Legg, Sr. thence, by and with said Legg lands the four (4) following courses and distances: (1) North 12 degrees 37 minutes West, 189.40 feet, (2) North 19 degrees 40 minutes East 1,226.60 feet, (3) North 62 degrees 18 minutes West, 1,503.80 feet and (4) North 27 degrees 25 minutes East, 1,091.90 feet to the lands of J. Harold Thomas; thence, by and with said Thomas lands, South 64 degrees 30 minutes 30 seconds East, 1,237.70 feet to the aforementioned Cockey lands; thence, by and with said Cockey lands South 58 degrees 40 minutes 20 seconds East, 514.96 feet to the place of beginning. Containing in all 71.373 acres of land, more or less.

BEING part of the lands conveyed by James Alton Cockey, et ux., unto said Grantor by deed dated the 23rd day of July, 1959, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 49, folio 274.

PARCEL II

ALL that farm and tract of land, comprised of several tracts of land, now known as "The Walter L. Price Farm", and formerly known as "The Home Farm of Charles B. Downes", and also called and being part of "Broad Creek, and also known as the Gravelly Run Creek Farm", located at or near the Town of Stevensville, on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, bounded on the south by the lands of Dr. Charles E. Snyder, bounded on the west by Gravelly Run Creek, bounded on the northwest by Western Bay and the Chesapeake Bay, bounded on the north by the Cook and Cockey Farms, and bounded on the east by Back Lane or Downs Avenue, and containing 252 acres of land, more or less.

BEING all the same lands conveyed by deed from Walter L. Price unto Eugene Oliver Legg, Sr., et al, dated December 29, 1955, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 25, folio 504.

PARCEL III

ALL that tract or parcel of land situate, lying and being on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland, being that part of the lands known as "Eareckson Farm of Dr. Charles E. Snyder," lying northerly of the right of way line of U.S. Route No. 50-301 (Chesapeake Bay Bridge Approach), bounded on the west by the waters of the Chesapeake Bay and more particularly described by metes and bounds, courses and distances according to a survey and plat thereof in July, 1965, by William E. Nuttla, registered surveyors, as follows, to wit:

BEGINNING for the same at the intersection of the northwest side of old Maryland Route No. 404 (20 feet from the centerline) and the northeast side of U.S. Route No 50 (120 feet from the centerline, as shown on State Roads Commission Plat 20926); and running thence, by and with the north side of U.S. Route No. 50 North 73° 41' West, 583.07 feet to a concrete monument and South 16 degrees 19' West, 20.00 feet to a concrete monument and the northeast side of said road as shown on State Roads Commission Plats 7119 and 7120 (100 feet from the centerline); thence, by and with the northeast side of said road North 73° 41' West, 3617.65 feet to a fence post and North 73° 41' West 38 feet more or less to the mean high waters of the Chesapeake Bay; thence, by and with the mean high waters of the Chesapeake Bay the twenty-two (22) following courses and distances:

1. North 44 degrees 02 minutes 30 seconds East, 380.13 feet
2. North 21 degrees 27 minutes 20 seconds East, 431.93 feet
3. North 21 degrees 03 minutes 10 seconds West, 283.95 feet
4. South 89 degrees 36 minutes 10 seconds West, 144.00 feet
5. North 20 degrees 41 minutes 40 seconds West, 48.10 feet
6. North 49 degrees 32 minutes East, 232.65 feet
7. North 46 degrees 42 minutes 40 seconds West, 94.79 feet
8. North 46 degrees 50 minutes 50 seconds East, 109.66 feet
9. North 01 degrees 48 minutes 50 seconds West, 158.08 feet
10. North 82 degrees 52 minutes 30 seconds West, 104.81 feet
11. North 02 degrees 18 minutes 10 seconds East, 174.14 feet
12. North 15 degrees 26 minutes 50 seconds East, 157.70 feet
13. South 85 degrees 53 minutes 10 seconds East, 139.36 feet
14. North 47 degrees 39 minutes 50 seconds East, 365.26 feet
15. South 78 degrees 01 minutes 30 seconds East, 33.73 feet
16. North 40 degrees 58 minutes 30 seconds East, 382.78 feet
17. North 39 degrees 41 minutes 40 seconds East, 328.80 feet
18. North 34 degrees 18 minutes 10 seconds West, 129.53 feet
19. North 31 degrees 42 minutes 50 seconds East, 209.24 feet
20. South 87 degrees 59 minutes 30 seconds East, 57.04 feet
21. South 22 degrees 20 minutes 30 seconds East, 78.92 feet
22. North 51 degrees 52 minutes 20 seconds East, 118.29 feet

to the lands of Eugene Legg, Sr.; thence, by and with said Legg lands, the six (6) following courses and distances:

1. South 16 degrees 24 minutes 20 seconds East, 575 feet, more or less to a point in a tidal pond,
2. South 24 degrees 44 minutes 20 seconds East, 465.30 feet to a point near the the southeast end of said pond,
3. South 24 degrees 09 minutes 20 seconds East, 522.20 feet to a fence post,
4. South 0 degrees 17 minutes 20 seconds East, 795.64 feet to an iron pipe,
5. South 74 degrees 36 minutes 50 seconds East, 486.75 feet to a stone,
6. South 65 degrees 27 minutes 20 seconds East, 1326.91 feet to an iron pipe, and the lands of John Benton; thence, by and with said Benton lands, South 64 degrees

16 minutes 20 seconds East, 732.52 feet to an iron pipe; thence by and with the lands of S.E.W. Friel, Jr., et al., South 05 degrees 01 minutes 40 seconds West, 289.00 feet to the south side of an entrance road and the lands of Elizabeth Saddler; thence, by and with the south side of said road and the lands of Elizabeth Saddler and Joseph Saddler, North 69 degrees 24 minutes 20 seconds West, 290.80 feet and South 84 degrees 11 minutes 50 seconds West, 146.91 feet to an iron pipe; thence, by and width the lands of Saddler, Grimes and Wilkins South 25 degrees 28 minutes 40 seconds East, 403.20 feet to an iron pipe and the lands of Charles W. Grimes; thence, by and with the said Grimes lands, South 64 degrees 06 minutes 20 seconds, West 103.22 feet to an iron pipe, South 25 degrees 52 minutes East, 160.27 feet, and South 73 degrees 41 minutes East, 35.72 feet to the northwest side of old Maryland Route No. 404 (Note: the last mentioned line is the northeast side of a triangular parcel conveyed from Charles W. Grimes to Bay Park Development Company, Inc., in Liber T.S.P. No. 64, folio 519, and is 50 feet from and parallel to the northeast side of U.S. Route No.50-301); thence, by and with the northwest side of Maryland Route No. 404 South 63 degrees 08 minutes 20 seconds West, 73.07 feet to the place of beginning; Containing in all 155.594 acres of land, more or less.

BEING all the remaining lands of said Grantor conveyed unto it by two (2) deeds, to wit: (a) from Charles E. Snyder, et ux., dated July 23,1958, recorded among the land records of Quuen Anne's Company in Liber T.S.P. No. 42, folio 9; and (b)from Charles William Grimes dated February 3, 1962, recorded among the Land Records aforesaid in Liber T.S.P. No. 64, folio 519.

SAVING AND EXCEPTING THEREFROM, part of said lands contained in a certain deed from Bay Bridge Development Company to State Roads Commission of Maryland, dated September 22, 1970, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 50, folio 139, for 2.48 acres in fee and 0.04 acres in easement area (State Roads Commission Plat 39957) with easements for a snow fence.

LESS AND EXCEPTING therefrom the lands contained in a certain Deed from W. Evans Buchanan Company to the County Commissioners of Queen Anne's County dated September 25, 1978 and recorded among the Land Records of Queen Anne's County, Maryland in CWC No. 143 at folio 30 for 10.09 acres in fee, together with easements for ingress and egress, all as shown on Plat recorded on Plat Book No. 143, as Plat Number 32, among the said Land Records, and said 10.09 acres having been released from the lien of the Deed of Trust pursuant to which this sale is being made in that certain Deed of Partial Release from William N. Dunphy, Substitute Trustee, unto W. Evans Buchanan Company, dated October 2, 1978 and recorded among the said Land Records in CWC No. 143 at folio 26.

TOGETHER WITH all of the Trustee's right, title and interest in and to (a) all improvements thereon, in anywise appertaining, all of Trustee's estate, right, title, interest and claim, either at law or in equity, or otherwise, however, of, in, to, or out of said land and premises and any and all other property, if any, secured by the lien of said Deed of Trust, as amended, and drainage installation belonging to grantor, all appurtenances thereunto belonging, all the estate and rights, if any, of grantor in and to land lying in public streets and roads abutting the above-described property, and all building materials stored on the above-described property, together with all fixtures, equipment and personal property now or hereafter attached to, or used in connection with, or adopted for use in the operation of, the above-described property; (b) all rights, privileges, interest, easements, hereditaments and appurtenances thereunto belonging or in anywise pertaining thereto; and (c) any and all other property, if any, secured by the lien of said Deed of Trust as amended.

The property to be sold is improved by certain miscellaneous farm out-buildings.

TERMS OF SALE: The sale is subject to all prior liens, covenants, conditions and restrictions of record and further subject to all rules, ordinances, statutes and regulations of appropriate governmental authorities having jurisdiction.

A deposit of 10% of the sale price in cash, certified check, or other medium of payment satisfactory to Substitute Trustee will be required at the time of the sale, the balance in cash, with interest thereon at the rate of ten per cent (10%) per annum from the date of sale to the date of settlement, payable within five (5) days after final ratification of the sale by the Circuit Court for Queen Anne's County, Maryland. Conveyancing, recording, transfer taxes, notary fees, examination of title, and State stamps to be at the cost of the purchaser. All taxes, public charges and special or regular assessments, if any, shall be adjusted to the date of the sale.

Compliance with terms shall be made within five (5) days after final ratification of the sale or deposit shall be forfeited and the property resold at the risk and cost of the defaulting purchaser, or the Substitute Trustee may avail himself of any legal or equitable rights against the defaulting purchaser.

DIRECTIONS TO PROPERTY: From the traffic light at the first intersection west of the Chesapeake Bay Bridge, of U.S. Routes 50 and 301 with Maryland Route 8, north on Route 8 to Stevensville, the property being near or at Stevensville and west of Route 18 north to Love Point.

WILLIAM N. DUNPHY,
Substitute Trustee

LAW OFFICES
WILKES & ARTIS
SUITE 600
1666 K STREET, N. W.
WASHINGTON, D. C. 20006
(202) 457-7800
CABLE ADDRESS: "WILART"

SUITE 1407
UNIBANK BUILDING
51 MONROE STREET
ROCKVILLE, MARYLAND 20850
(301) 279-7900

SUITE 202
FIRST FEDERAL PLAZA
4020 UNIVERSITY DRIVE
FAIRFAX, VIRGINIA 22030
(703) 385-4000

DIRECT DIAL:
(202) 457-7851

CERTIFIED MAIL-RETURN RECEIPT REQUESTED

November 15, 1978

W. Evans Buchanan Company
Suite 704 - 9720 Georgia Avenue
Silver Spring, Maryland 20910
Attention: Mr. Robert E. Buchanan

Mr. W. Evans Buchanan and
Mrs. Mary Clifton Buchanan
9616 Hawick Lane
Kensington, Maryland

Re: $1,565,000.00 Land Acquisition Loan, dated December 29, 1972 secured by a Deed of Trust dated December 29, 1972 (as amended) encumbering real property in Queen Anne's County, Maryland (FUNB Loan No. 692)

Gentlemen:

Pursuant to the requirements of Rule W74§a(a) of the Maryland Rules of Procedure, on behalf of the person authorized to make a sale of the mortgaged property, you are hereby notified that the property more fully and completely described in the attached copy of advertisement of sale will be sold in conformance with the terms in said advertisement and as provided therein at public auction on the Courthouse steps in front of the Courthouse at Centreville, Maryland, on November 27, 1978, at 10:00 A.M.

Should you have any questions concerning this matter, please contact me at the above Washington, D. C. address and telephone number.

Sincerely,

D. Clifford Crook III

D. Clifford Crook, III

LJV:vsh

attachment

EXHIBIT B

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Sitting as a Court of Equity

WILLIAM N. DUNPHY, Substitute Trustee	:	
v.	:	Equity No. 6289
W. EVANS BUCHANAN COMPANY, A Maryland Corporation, Mortgagor	:	

PURCHASER'S AFFIDAVIT

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

Lois J. Vermillion, being first duly sworn on oath, deposes and says as follows:

1. Pursuant to an advertisement of foreclosure sale at public auction published in The Banner, copy of which is attached hereto as EXHIBIT A, the property described in said advertisement was offered for sale and sold at public auction by Mr. Benny Weschler, auctioneer, at 10:00 A.M., on Monday, November 27, 1978, on the Courthouse steps in front of the Courthouse of the Circuit Court for Queen Anne's County, Centreville, Maryland. On behalf of First Union National Bank of North Carolina, a National Banking Association, I bid in and purchased, as its agent, said property for the price of Nine Hundred and Ninety Thousand Dollars ($990,000.00) on the terms set forth in said advertisement. I then delivered to William N. Dunphy, Substitute Trustee, a check to his order in the amount of One Hundred Thousand Dollars ($100,000.00) to be applied as part of the purchase price for said property.

2. There are no other parties interested as principals.

3. I have not directly or indirectly discouraged anyone from bidding for the said property.

Lois J. Vermillion (SEAL)
LOIS J. VERMILLION

RECEIVED
CLERK, CIRCUIT COURT
1978 NOV 27 PM 1:06
QUEEN ANNE'S COUNTY

Subscribed and sworn to before me this 28 day of November, 1978.

Mary F. Coe
Notary Public

My commission expires: July 1st, 1982

BANNER

ORDER NISI ON SALE

WILLIAM N. DUNPHY, Substitute Trustee vs. W. EVANS BUCHANAN COMPANY, A Maryland Corporation, Mortgagor	In the Circuit Court for Queen Anne's County In Equity Cause No. 6289

ORDERED, this 27th day of November, 19 78, that the sale of the real property, made and reported in this cause by William N. Dunphy, Substitute Trustee, be ratified and confirmed, on or after the 28th 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 21st day of December, 1978.

The report states the amount of sales to be $ 990,000.00.

Charles H. Ocie Clerk

Filed November 27, 1978

LIBER 11 PAGE 122

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Sitting as a Court of Equity

WILLIAM N. DUNPHY, Substitute Trustee	:	
v.	:	Equity No. 6289
W. EVANS BUCHANAN COMPANY, A Maryland Corporation, Mortgagor	:	

ADVERTISEMENT OF TRUSTEE'S SALE AND NOTICE TO MORTGAGORS

Mr. Clerk:

Please file the following documents which are attached hereto, evidencing publication and notice of the time, place and terms of the Substitute Trustee's sale of the mortgaged property in the above-referenced matter pursuant to the requirements of Maryland Rule W74a(2):

1. Certificate of publication of advertisement of trustee's sale pursuant to Rule W74a(2)(b).

2. Return receipt for certified mail signed by mortgagor together with a copy of the standard letter, with advertisement, sent by certified mail.

D. Clifford Crook III

D. Clifford Crook, III
Attorney for Substitute Trustee
William N. Dunphy
WILKES & ARTIS
Suite 600 - 1666 K Street, N. W.
Washington, D. C. 20006
(202) 457-7800

Cambridge, Md., Nov 24 19 78

I Hereby Certify, that the annexed

D. CLIFFORD CROOK, III ESQUIRE SOLICITOR

was published in

THE BANNER
Centreville, Queen Anne Ct., Md.
a newspaper published in Cambridge, Dorchester County, Md.

on Nov 10, 17 and 24 19 78

270 Total Column Inches

At $2.10 per col. inch Rate

Herman J. Stevens Pres.

By SS

WILKES & ARTIS

RECEIVED
NOV 27 1978

RECEIVED
CLERK, CIRCUIT COURT
1978 DEC -1 PM 2:19
QUEEN ANNE'S COUNTY

D. CLIFFORD CARROLL, III, ESQUIRE, SOLICITOR
1666 K Street, N.W., Suite 600
Washington, D.C. 20006
(202) 457-7810

TRUSTEE'S SALE OF VALUABLE REAL ESTATE

Located in the 4th Election District, Queen Anne's County, Maryland, approximately 470 acres on Kent Island, north of U.S. Routes 50-301 and west of Maryland Route 18 to Love Point, bounded on the west by the Chesapeake Bay.

Under and by virtue of the power of sale contained in a certain Deed of Trust from W. Evans Buchanan Co., a Maryland corporation, dated December 29, 1972, duly recorded among the Land Records of Queen Anne's County in Liber CWC 69 at folio 652, as amended by Amended Deed of Trust dated December 29, 1972, duly recorded among said land records in Liber CWC 70 at folio 217, default having occurred in the obligations secured thereby and the covenants contained therein; and at the request of the holder of the note secured thereby, the undersigned Substitute Trustee, pursuant to a Deed of Appointment of Substitute Trustee dated July 3, 1978, and recorded on July 10, 1978 among the Land Records of Queen Anne's County in Liber CWC 137 at folio 578, will sell at public auction, in front of the Court House, Centreville, Queen Anne's County, Maryland, on

MONDAY
November 27, 1978
10:00 a.m.

the property described as follows, with the easements and appurtenances thereunto belonging, situate, lying and being in the State of Maryland, County of Queen Anne's, namely;

PARCEL I

ALL that part of a tract of land or farm situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, being that remaining part of the lands now of formerly known as the "Arthur C. Cockey, Sr., Farm," lying on the Westerly side of the public road from Stevensville to Love Point and described as follows, to wit:

BEGINNING for the same at a point on the west side of Maryland Route 18 (40 feet wide), said point being the northeast corner of the herein described land and the southeast corner of the lands of James Cockey; and running, thence, by and with the West side of Maryland Route 18 along a curve the chord of which is South 04 degrees 12 minutes 50 seconds East, 943.23 feet and South 14 degrees 40 minutes East, 436.75 feet to the lands of others; thence, by and with the lands of others the five (5) following courses and distances: (1) South 20 degrees 20 minutes West, 194.07 feet, (2) North 76 degrees 23 minutes West, 223.40 feet, (3) South 10 degrees 12 minutes West, 235.50 feet, (4) South 65 degrees 10 minutes West, 514.60 feet, and (5) South 85 degrees 32 minutes West, 851.50 feet to the lands of Eugene O. Legg, Sr. thence, by and with said Legg lands the four (4) following courses and distances: (1) North 12 degrees 37 minutes West, 189.40 feet, (2) North 19 degrees 45 minutes East 1,211.00 feet, (3) North 62 degrees 18 minutes West, 1,535.00 feet and (4) North 27 degrees 25 minutes East, 1,021.00 feet to the lands of J. Harold Thomas; thence by and with said Thomas lands, South 64 degrees 20 minutes 30 seconds East, 1,237.70 feet to the aforementioned Cockey lands; thence, by and with said Cockey lands South 25 degrees 40 minutes 20 seconds East, 914.60 feet to the place of beginning. Containing in all 71.370 acres of land, more or less.

BEING part of the lands conveyed by James Alton Cockey, et ux., unto said Grantor by deed dated the 22nd day of July, 1959, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 43, folio 274.

PARCEL II

16. North 40 degrees 53 minutes 30 seconds East, 302.73 feet
17. North 30 degrees 41 minutes 40 seconds East, 313.60 feet
18. North 34 degrees 10 minutes 10 seconds West, 129.53 feet
19. North 31 degrees 42 minutes 50 seconds East, 269.24 feet
20. South 07 degrees 50 minutes 20 seconds East, 57.04 feet
21. South 22 degrees 20 minutes 20 seconds East, 70.92 feet
22. North 51 degrees 52 minutes 20 seconds East, 118.29 feet

to the lands of Eugene Legg, Sr.; thence, by and with said Legg lands, the six (6) following courses and distances:

1. South 18 degrees 24 minutes 20 seconds East, 575 feet, more or less to a point in a tidal pond,
2. South 24 degrees 44 minutes 20 seconds East, 455.20 feet to a point near the southeast end of said pond,
3. South 24 degrees 09 minutes 20 seconds East, 522.20 feet to a fence post.
4. South 0 degrees 17 minutes 20 seconds East, 735.04 feet to an iron pipe,
5. South 74 degrees 26 minutes 50 seconds East, 426.75 feet to a stone,
6. South 65 degrees 27 minutes 20 seconds East, 1328.91 feet to an iron pipe, and the lands of John Benton; thence, by and with said Benton lands, South 64 degrees 16 minutes 20 seconds East, 732.52 feet to an iron pipe; thence by and with the lands of S.E.W. Friel, Jr., et al., South 05 degrees 01 minutes 40 seconds West, 239.00 feet to the south side of an entrance road and the lands of Elizabeth Saddler; thence by and with the south side of said road and the lands of Elizabeth Saddler and Joseph Saddler, North 69 degrees 24 minutes 20 seconds West, 280.00 feet and South 34 degrees 11 minutes 50 seconds West, 146.91 feet to an iron pipe; thence, by and with the lands of Saddler, Grimes and Wilkins South 25 degrees 23 minutes 40 seconds East, 403.30 feet to an iron pipe and the lands of Charles W. Grimes; thence, by and with the said Grimes lands, South 64 degrees 06 minutes 20 seconds, West 103.22 feet to an iron pipe, South 25 degrees 52 minutes East, 160.57 feet, and South 73 degrees 41 minutes East, 35.72 feet to the northwest side of old Maryland Route No. 404 (Note: the last mentioned line is the northeast side of a triangular parcel conveyed from Charles W. Grimes to Bay Park Development Company, Inc., in Liber T.S.P. No. 54, folio 519, and is 50 feet from and parallel to the northeast side of U.S. Route No. 50-301); thence, by and with the northwest side of Maryland Route No. 404 South 63 degrees 03 minutes 20 seconds West, 75.07 feet to the place of beginning; Containing in all 155.594 acres of land, more or less.

BEING all the remaining lands of said Grantor conveyed unto it by two (2) deeds, to wit: (a) from Charles E. Snyder, et ux., dated July 23, 1953, recorded among the land records of Queen Anne's Company in Liber T.S.P. No. 42, folio 9; and (b) from Charles William Grimes dated February 3, 1962, recorded among the Land Records aforesaid in Liber T.S.P. No. 61, folio 510.

SAVING AND EXCEPTING THEREFROM, part of said lands contained in a certain deed from Bay Bridge Development Company to State Roads Commission of Maryland, dated September 22, 1970, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 59, folio 139, for 2.43 acres in fee and 0.04 acres in easement area (State Roads Commission Plat 30557) with easements for a snow fence.

ALL that farm and tract of land, comprised of several tracts of land, now known as "The Walter L. Price Farm," and formerly known as "The Home Farm of Charles B. Downes," and also called and being part of "Broad Creek, and also known as the Gravelly Run Creek Farm," located at or near the Town of Stevensville, on Kent Island, in the Fourth Eelection District of Queen Anne's County, State of Maryland, bounded on the south by the lands of Dr. Charles E. Snyder, bounded on the west by Gravelley Run Creek, bounded on the northwest by Western Bay and the Chesapeake Bay, bounded on the north by the Book and Cockey Farms, and bounded on the east by Back Lane or Downs Avenue, and containing 252 acres of land, more or less.

BEING all the same lands conveyed by deed from Walter L. Price unto Eugene Oliver Legg, Sr., et al, dated December 29, 1965, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 25, folio 501.

PARCEL III

ALL that tract or parcel of land situate, lying and being on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland, being that part of the lands known as "Eareckson Farm of Dr. Charles E. Snyder," lying northerly of the right of way line of U.S. Route No. 50-301 (Chesapeake Bay Bridge Approach), bounded on the west by the waters of the Chesapeake Bay and more particularly described by metes and bounds, courses and distances according to a survey and plat thereof in July, 1965, by William E. Nuttle, registered surveyors, as follows, to wit:

BEGINNING for the same at the intersection of the northwest side of old Maryland Route No. 404 (20 feet from the centerline) and the northeast side of U.S. Route No. 50 (120 feet from the centerline, as shown on State Roads Commission Plat 20323); and running thence, by and with the north side of U.S. Route No. 50 North 73 degrees 41 minutes West, 523.07 feet to a concrete monument and South 16 degrees 19 minutes West, 20.00 feet to a concrete monument and the northeast side of said road as shown on State Roads Commission Plats 719 and 7120 (100 feet from the centerline); thence, by and with the northeast side of said road North 73 degrees 41 minutes West, 3617.65 feet to a fence post and North 73 degrees 41 minutes West 33 feet more or less to the mean high waters of the Chesapeake Bay; thence, by and with the mean high waters of the Chesapeake Bay the twenty-two (22) following courses and distances:

1. North 44 degrees 02 minutes 30 seconds East, 320.13 feet
2. North 21 degrees 27 minutes 20 seconds East, 431.93 feet
3. North 21 degrees 03 minutes 10 seconds West, 203.03 feet
4. South 69 degrees 35 minutes 10 seconds West, 144.00 feet
5. North 20 degrees 41 minutes 40 seconds West, 46.10 feet
6. North 49 degrees 32 minutes East, 232.65 feet
7. North 46 degrees 42 minutes 40 seconds West, 94.79 feet
8. North 46 degrees 50 minutes 50 seconds East, 109.63 feet
9. North 01 degrees 48 minutes 50 seconds West, 153.63 feet
10. North 62 degrees 52 minutes 30 seconds West, 101.01 feet
11. North 02 degrees 18 minutes 10 seconds East, 174.14 feet
12. North 15 degrees 25 minutes 50 seconds East, 157.70 feet
13. South 05 degrees 53 minutes 10 seconds East, 150.33 feet
14. North 47 degrees 59 minutes 50 seconds East, 135.25 feet
15. South 78 degrees 01 minutes 30 seconds East, 33.73 feet

LESS AND EXCEPTING therefrom the lands contained in a certain Deed from W. Evans Company to the County Commissioners of Queen Anne's County dated September 25, 1970 and recorded among the Land Records of Queen Anne's County, Maryland in CWC No. 143 at folio 20 for 10.03 acres in fee, together with easements for ingress and egress, all as shown on Plat recorded on Plat Book No. CWC 143, as Plat Number 32, the said Land Records, and said 10.03 acres having been released from the lien of the Deed of Trust pursuant to which this sale is being made in that certain Deed of Partial Release from William N. Dunphy, Substitute Trustee, unto W. Evans Buchanan Company, dated October 2, 1976 and recorded among the said Land Records in CWC No. 143 at folio 23.

TOGETHER WITH all of the Trustee's right, title and interest in and to (a) all improvements thereon, in anywise appertaining all of Trustee's estate, right, title, interest and claim, either at law or in equity, or otherwise, however, of, in, to, or out of said land and premises and any and all other property, if any, secured by the lien of said Deed of Trust, as amended, and drainage installation belonging to grantor, all appurtenances thereunto belonging, all the estate and rights, if any, of grantor in and to land lying in public streets and roads abutting the above-described property, and all building materials stored on the above-described property, together with all fixtures, equipment and personal property now or hereafter attached to or used in connection with or adopted for use in the operation of, the above-described property; (b) all rights privileges, interest, easements, hereditaments and appurtenances hereunto belonging or in anywise pertaining thereto; and (c) any and all other property, if any, secured by the lien of said Deed of Trust as amended.

The property to be sold is improved by certain miscellaneous farm outbuildings.

TERMS OF SALE: The sale is subject to all prior liens, covenants, conditions and restrictions of record and further subject to all rules, ordinances, statutes and regulations of appropriate governmental authorities having jurisdiction.

A deposit of 10 percent of the sale price in cash, certified check, or other medium of payment satisfactory to Substitute Trustee will be required at the time of the sale, the balance in cash, with interest thereon at the rate of ten percent (10 percent) per annum from the date of sale to the date of settlement, payable within five (5) days after final ratification of the sale by the Circuit Court for Queen Anne's County, Maryland. Conveyancing, recording, transfer cases, notary fees, examination of title, and State stamps to be at the cost of the purchaser. All taxes, public charges and special or regular assessments, if any, shall be adjusted to the date of the sale.

Compliance with terms shall be made within five (5) days after final ratification of the sale or deposit shall be forfeited and the property resold at the risk and cost of the defaulting purchaser, or the Substitute Trustee may avail himself of any legal or equitable rights against the defaulting purchaser.

DIRECTIONS TO PROPERTY: From the traffic light at the first intersection west of the Chesapeake Bay Bridge, of U.S. Routes 50 and 301 with Maryland Route 8, north on Route 8 to Stevensville, the property being near or at Stevensville and west of Route 18 north to Love Point.

WILLIAM N. DUNPHY,
Substitute Trustee

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 ..... ___¢
☐ RESTRICTED DELIVERY
Show to whom, date, and address of delivery. $___
(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Mr. Robert E. Buchanan
W. Evans Buchanan Company
Suite 704-9720 Georgia Avenue 20910
Silver Spring, MD

3. ARTICLE DESCRIPTION:
REGISTERED NO. | CERTIFIED NO. 97157 | INSURED NO. (return receipt requested)

(Always obtain signature of addressee or agent)

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

4. M. Tyndall

DATE OF DELIVERY

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

POSTMARK

☆GPO: 1977—0—249-595

RECEIVED
CLERK, CIRCUIT COURT
1978 DEC -1 PM 2:19
QUEEN ANNE'S COUNTY

LAW OFFICES
WILKES & ARTIS
SUITE 600
1666 K STREET, N. W.
WASHINGTON, D. C. 20006
(202) 457-7800
CABLE ADDRESS: "WILART"

SUITE 1407
UNIBANK BUILDING
51 MONROE STREET
ROCKVILLE, MARYLAND 20850
(301) 279-7900

SUITE 202
FIRST FEDERAL PLAZA
4020 UNIVERSITY DRIVE
FAIRFAX, VIRGINIA 22030
(703) 385-8000

CERTIFIED MAIL-RETURN RECEIPT REQUESTED

November 15, 1978

DIRECT DIAL:
(202) 457-7851

W. Evans Buchanan Company
Suite 704 - 9720 Georgia Avenue
Silver Spring, Maryland 20910
Attention: Mr. Robert E. Buchanan

Mr. W. Evans Buchanan and
Mrs. Mary Clifton Buchanan
9616 Hawick Lane
Kensington, Maryland

Re: $1,565,000.00 Land Acquisition Loan, dated December 29, 1972 secured by a Deed of Trust dated December 29, 1972 (as amended) encumbering real property in Queen Anne's County, Maryland (FUNB Loan No. 692)

Gentlemen:

Pursuant to the requirements of Rule W74§a(a) of the Maryland Rules of Procedure, on behalf of the person authorized to make a sale of the mortgaged property, you are hereby notified that the property more fully and completely described in the attached copy of advertisement of sale will be sold in conformance with the terms in said advertisement and as provided therein at public auction on the Courthouse steps in front of the Courthouse at Centreville, Maryland, on November 27, 1978, at 10:00 A.M.

Should you have any questions concerning this matter, please contact me at the above Washington, D. C. address and telephone number.

Sincerely,

D. Clifford Crook III

D. Clifford Crook, III

LJV:vsh

attachment

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Sitting as a Court of Equity

WILLIAM N. DUNPHY, Substitute Trustee :

v. : Equity No. 6289

W. EVANS BUCHANAN COMPANY, :
A Maryland Corporation, Mortgagor

:

PUBLICATION OF ORDER NISI
AND NOTICE TO GUARANTORS

Mr. Clerk:

Please file the following documents which are attached hereto:

1. Certificate of publication of Order Nisi pursuant to the requirements of Maryland Rule BR6b(2).

2. Return receipt for unclaimed certified mail, evidencing compliance with Maryland Rule W74a(2)(c), notice to guarantors of the Note secured by the land which was sold herein, together with the letter and advertisement, sent by certified mail.

D. Clifford Crook III

D. Clifford Crook, III
Attorney for Substitute Trustee,
William N. Dunphy
WILKES & ARTIS
Suite 600 - 1666 K Street, N. W.
Washington, D. C. 20006
(202)457-7800

RECEIVED
CLERK, CIRCUIT COURT
1978 DEC 20 AM 9:27
QUEEN ANNE'S COUNTY

ORDER NISI ON SALE
WILLIAM N. DUNPHY,
Substitute Trustee
vs.
W. EVANS BUCHANAN COMPANY, A Maryland Corporation, Mortgagor

In the Circuit Court for Queen Anne's County In Equity Cause No. 6289.

ORDERED, this 27th day of November, 1978, that the sale of the real property, made and reported in this cause by William N. Dunphy, Substitute Trustee, be ratified and confirmed, on or after the 25th 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 21st day of December, 1978.

The report states the amount of sales to be $320,000.

Charles W. Cecil Clerk
TRUE COPY, TEST:
CHARLES W. CECIL, CLERK
BY: Betty M. Comegys,
DEPUTY CLERK

Filed November 27, 1978

Cambridge, Md., Dec. 13 1978

I Hereby Certify that the annexed

Order Nisi

W. Evans Buchanan

was published in

THE BANNER

a newspaper published in Easton, Talbot County, Md.

on Nov. 29 - Dec. 6 - 13 1978

15 Total Column Inches

At 3 times $12 Rate.

Norman Stevens Publisher

By Dolores P. Adams

PAGE 129

LIBER 11 PAGE 130

LAW OFFICES
WILKES & ARTIS
1666 K STREET, N. W.
WASHINGTON, D. C. 20006

REASON CHECKED
Addressee unknown
Insufficient Address
No such street
No such office in state
Do not remail in this envelope
Refused
Unclaimed

RETURN TO WILKES

CERTIFIED MAIL
No. 971755

Mr. W. Evans Buchanan
9616 Hawick Lane
Kensington, Maryland 20795

NAME
1st Notice 11-16
2nd Notice 11-24
Return 12-1

SILVER SPRING MD.

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).
- [x] 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:
Mr. W. Evans Buchanan
9616 Hawick Lane
Kensington, Maryland 20795

3. ARTICLE DESCRIPTION: (Return Receipt Requested)

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	971755	

(Always obtain signature of addressee or agent)

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

4. DATE OF DELIVERY | POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: | CLERK'S INITIALS

GPO 1977 O 249-126

LAW OFFICES
WILKES & ARTIS
SUITE 600
1666 K STREET, N. W.
WASHINGTON, D. C. 20006
(202) 457-7800
CABLE ADDRESS: "WILART"

SUITE 1407
UNIBANK BUILDING
51 MONROE STREET
ROCKVILLE, MARYLAND 20850
(301) 279-7900

SUITE 202
FIRST FEDERAL PLAZA
4020 UNIVERSITY DRIVE
FAIRFAX, VIRGINIA 22030
(703) 385-8000

CERTIFIED MAIL-RETURN RECEIPT REQUESTED

November 15, 1978

DIRECT DIAL:
(202) 457-7851

W. Evans Buchanan Company
Suite 704 - 9720 Georgia Avenue
Silver Spring, Maryland 20910
Attention: Mr. Robert E. Buchanan

Mr. W. Evans Buchanan and
Mrs. Mary Clifton Buchanan
9616 Hawick Lane
Kensington, Maryland

Re: $1,565,000.00 Land Acquisition Loan, dated December 29, 1972 secured by a Deed of Trust dated December 29, 1972 (as amended) encumbering real property in Queen Anne's County, Maryland (FUNB Loan No. 692)

Gentlemen:

Pursuant to the requirements of Rule W74§a(a) of the Maryland Rules of Procedure, on behalf of the person authorized to make a sale of the mortgaged property, you are hereby notified that the property more fully and completely described in the attached copy of advertisement of sale will be sold in conformance with the terms in said advertisement and as provided therein at public auction on the Courthouse steps in front of the Courthouse at Centreville, Maryland, on November 27, 1978, at 10:00 A.M.

Should you have any questions concerning this matter, please contact me at the above Washington, D. C. address and telephone number.

Sincerely,

D. Clifford Crook III

D. Clifford Crook, III

LJV:vsh

attachment

D. CLIFFORD CROOK, III, ESQUIRE, SOLICITOR
1666 K Street, N.W., Suite 600
Washington, D.C. 20006
(202) 457-7800

TRUSTEE'S SALE OF VALUABLE REAL ESTATE

Located in the 4th Election District, Queen Anne's County, Maryland, approximately 479 acres on Kent Island, north of U.S. Routes 50-301 and west of Maryland Route 18 to Love Point, bounded on the west by the Chesapeake Bay.

Under and by virtue of the power of sale contained in a certain Deed of Trust from W. Evans Buchanan Co., a Maryland corporation, dated December 29, 1972, duly recorded among the Land Records of Queen Anne's County in Liber CWC 69 at folio 662, as amended by Amended Deed of Trust dated December 29, 1972, duly recorded among said land records in Liber CWC 70 at folio 217, default having occurred in the obligations secured thereby and the covenants contained therein; and at the request of the holder of the note secured thereby, the undersigned Substitute Trustee, pursuant to a Deed of Appointment of Substitute Trustee dated July 3, 1978, and recorded on July 10, 1978 among the Land Records of Queen Anne's County in Liber CWC 137 at folio 578, will sell at public auction, in front of the Court House, Centreville, Queen Anne's County, Maryland, on

MONDAY
November 27, 1978
10:00 a.m.

the property described as follows, with the improvements, easements and appurtenances thereunto belonging, situate, lying and being in the State of Maryland, County of Queen Anne's, namely:

PARCEL I

ALL that part of a tract of land or farm situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, being that remaining part of the lands now of formerly known as the "Arthur C. Cockey, Sr., Farm", lying on the Westerly side of the public road from Stevensville to Love Point and described as follows, to wit:

BEGINNING for the same at a point on the west side of Maryland Route 18 (40 feet wide), said point being the northeast corner of the herein described lands and the southeast corner of the lands of James Cockey; and running, thence, by and with the West side of Maryland Route 18 along a curve the chord of which is South 04 degrees 12 minutes 50 seconds East, 943.28 feet and South 14 degrees 40 minutes East, 426.75 feet to the lands of others; thence, by and with the lands of others the five (5) following courses and distances: (1) South 28 degrees 20 minutes West, 194.07 feet, (2) North 76 degrees 23 minutes West, 223.40 feet, (3) South 10 degrees 12 minutes West, 205.50 feet, (4) South 65 degrees 10 minutes West, 514.60 feet, and (5) South 55 degrees 32 minutes West, 561.90 feet to the lands of Eugene O. Legg, Sr. thence, by and with said Legg lands the four (4) following courses and distances: (1) North 12 degrees 37 minutes West, 189.40 feet, (2) North 19 degrees 40 minutes Ea 1,226.60 feet, (3) North 62 degrees 18 minutes West, 1,503.80 feet and (4) North 27 degrees 25 minutes East, 1,091.90 feet to the lands of J. Harold Thomas; thence, by and with said Thomas lands, South 64 degrees 30 minutes 30 seconds East, 1,237.70 feet to the aforementioned Cockey lands; thence, by and with said Cockey lands South 58 degrees 40 minutes 20 seconds East, 514.96 feet to the place of beginning. Containing in all 71.373 acres of land, more or less.

BEING part of the lands conveyed by James Alton Cockey, et ux., unto said Grantor by deed dated the 23rd day of July, 1959, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 49, folio 274.

PARCEL II

ALL that farm and tract of land, comprised of several tracts of land, now known as "The Walter L. Price Farm", and formerly known as "The Home Farm of Charles B. Downes", and also called and being part of "Broad Creek, and also known as the Gravelly Run Creek Farm", located at or near the Town of Stevensville, on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, bounded on the south by the lands of Dr. Charles E. Snyder, bounded on the west by Gravelly Run Creek, bounded on the northwest by Western Bay and the Chesapeake Bay, bounded on the north by the Cook and Cockey Farms, and bounded on the east by Back Lane or Downs Avenue, and containing 252 acres of land, more or less.

BEING all the same lands conveyed by deed from Walter L. Price unto Eugene Oliver Legg, Sr., et al, dated December 29, 1955, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 25, folio 504.

PARCEL III

ALL that tract or parcel of land situate, lying and being on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland, being that part of the lands known as "Eareckson Farm of Dr. Charles E. Snyder," lying northerly of the right of way line of U.S. Route No. 50-301 (Chesapeake Bay Bridge Approach), bounded on the west by the waters of the Chesapeake Bay and more particularly described by metes and bounds, courses and distances according to a survey and plat thereof in July, 1965, by William E. Nuttla, registered surveyors, as follows, to wit:

BEGINNING for the same at the intersection of the northwest side of old Maryland Route No. 404 (20 feet from the centerline) and the northeast side of U.S. Route No 50 (120 feet from the centerline, as shown on State Roads Commission Plat 20926); and running thence, by and with the north side of U.S. Route No. 50 North 73° 41' West, 583.07 feet to a concrete monument and South 16 degrees 19' West, 20.00 feet to a concrete monument and the northeast side of said road as shown on State Roads Commission Plats 7119 and 7120 (100 feet from the centerline); thence, by and with the northeast side of said road North 73° 41' West, 3617.65 feet to a fence post and North 73° 41' West 38 feet more or less to the mean high waters of the Chesapeake Bay; thence, by and with the mean high waters of the Chesapeake Bay the twenty-two (22) following courses and distances:

1. North 44 degrees 02 minutes 30 seconds East, 380.13 feet
2. North 21 degrees 27 minutes 20 seconds East, 431.93 feet
3. North 21 degrees 03 minutes 10 seconds West, 283.95 feet
4. South 89 degrees 36 minutes 10 seconds West, 144.00 feet
5. North 20 degrees 41 minutes 40 seconds West, 48.10 feet
6. North 49 degrees 32 minutes East, 232.65 feet
7. North 46 degrees 42 minutes 40 seconds West, 94.79 feet
8. North 46 degrees 50 minutes 50 seconds East, 109.66 feet
9. North 01 degrees 48 minutes 50 seconds West, 158.08 feet
10. North 82 degrees 52 minutes 30 seconds West, 104.81 feet
11. North 02 degrees 18 minutes 10 seconds East, 174.14 feet
12. North 15 degrees 26 minutes 50 seconds East, 157.70 feet
13. South 85 degrees 53 minutes 10 seconds East, 139.36 feet
14. North 47 degrees 39 minutes 50 seconds East, 365.26 feet
15. South 78 degrees 01 minutes 30 seconds East, 33.73 feet
16. North 40 degrees 58 minutes 30 seconds East, 382.78 feet
17. North 39 degrees 41 minutes 40 seconds East, 328.80 feet
18. North 34 degrees 18 minutes 10 seconds West, 129.53 feet
19. North 31 degrees 42 minutes 50 seconds East, 209.24 feet
20. South 87 degrees 59 minutes 30 seconds East, 57.04 feet
21. South 22 degrees 20 minutes 30 seconds East, 78.92 feet
22. North 51 degrees 52 minutes 20 seconds East, 118.29 feet

to the lands of Eugene Legg, Sr.; thence, by and with said Legg lands, the six (6) following courses and distances:

1. South 16 degrees 24 minutes 20 seconds East, 575 feet, more or less to a point in a tidal pond,
2. South 24 degrees 44 minutes 20 seconds East, 465.30 feet to a point near the the southeast end of said pond,
3. South 24 degrees 09 minutes 20 seconds East, 522.20 feet to a fence post,
4. South 0 degrees 17 minutes 20 seconds East, 795.64 feet to an iron pipe,
5. South 74 degrees 36 minutes 50 seconds East, 486.75 feet to a stone,
6. South 65 degrees 27 minutes 20 seconds East, 1326.91 feet to an iron pipe, and the lands of John Benton; thence, by and with said Benton lands, South 64 degrees

16 minutes 20 seconds East, 732.52 feet to an iron pipe; thence by and with the lands of S.E.W. Friel, Jr., et al., South 05 degrees 01 minutes 40 seconds West, 289.00 feet to the south side of an entrance road and the lands of Elizabeth Saddler; thence, by and with the south side of said road and the lands of Elizabeth Saddler and Joseph Saddler, North 69 degrees 24 minutes 20 seconds West, 290.80 feet and South 84 degrees 11 minutes 50 seconds West, 146.91 feet to an iron pipe; thence, by and width the lands of Saddler, Grimes and Wilkins South 25 degrees 28 minutes 40 seconds East, 403.20 feet to an iron pipe and the lands of Charles W. Grimes; thence, by and with the said Grimes lands, South 64 degrees 06 minutes 20 seconds, West 103.22 feet to an iron pipe, South 25 degrees 52 minutes East, 160.27 feet, and South 73 degrees 41 minutes East, 35.72 feet to the northwest side of old Maryland Route No. 404 (Note: the last mentioned line is the northeast side of a triangular parcel conveyed from Charles W. Grimes to Bay Park Development Company, Inc., in Liber T.S.P. No. 64, folio 519, and is 50 feet from and parallel to the northeast side of U.S. Route No.50-301); thence, by and with the northwest side of Maryland Route No. 404 South 63 degrees 08 minutes 20 seconds West, 73.07 feet to the place of beginning; Containing in all 155.594 acres of land, more or less.

BEING all the remaining lands of said Grantor conveyed unto it by two (2) deeds, to wit: (a) from Charles E. Snyder, et ux., dated July 23,1958, recorded among the land records of Quuen Anne's Company in Liber T.S.P. No. 42, folio 9; and (b)from Charles William Grimes dated February 3, 1962, recorded among the Land Records aforesaid in Liber T.S.P. No. 64, folio 519.

SAVING AND EXCEPTING THEREFROM, part of said lands contained in a certain deed from Bay Bridge Development Company to State Roads Commission of Maryland, dated September 22, 1970, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 50, folio 139, for 2.48 acres in fee and 0.04 acres in easement area (State Roads Commission Plat 39957) with easements for a snow fence.

LESS AND EXCEPTING therefrom the lands contained in a certain Deed from W. Evans Buchanan Company to the County Commissioners of Queen Anne's County dated September 25, 1978 and recorded among the Land Records of Queen Anne's County, Maryland in CWC No. 143 at folio 30 for 10.09 acres in fee, together with easements for ingress and egress, all as shown on Plat recorded on Plat Book No. 143, as Plat Number 32, among the said Land Records, and said 10.09 acres having been released from the lien of the Deed of Trust pursuant to which this sale is being made in that certain Deed of Partial Release from William N. Dunphy, Substitute Trustee, unto W. Evans Buchanan Company, dated October 2, 1978 and recorded among the said Land Records in CWC No. 143 at folio 26.

TOGETHER WITH all of the Trustee's right, title and interest in and to (a) all improvements thereon, in anywise appertaining, all of Trustee's estate, right, title, interest and claim, either at law or in equity, or otherwise, however, of, in, to, or out of said land and premises and any and all other property, if any, secured by the lien of said Deed of Trust, as amended, and drainage installation belonging to grantor, all appurtenances thereunto belonging, all the estate and rights, if any, of grantor in and to land lying in public streets and roads abutting the above-described property, and all building materials stored on the above-described property, together with all fixtures, equipment and personal property now or hereafter attached to, or used in connection with, or adopted for use in the operation of, the above-described property; (b) all rights, privileges, interest, easements, hereditaments and appurtenances thereunto belonging or in anywise pertaining thereto; and (c) any and all other property, if any, secured by the lien of said Deed of Trust as amended.

The property to be sold is improved by certain miscellaneous farm out-buildings.

TERMS OF SALE: The sale is subject to all prior liens, covenants, conditions and restrictions of record and further subject to all rules, ordinances, statutes and regulations of appropriate governmental authorities having jurisdiction.

A deposit of 10% of the sale price in cash, certified check, or other medium of payment satisfactory to Substitute Trustee will be required at the time of the sale, the balance in cash, with interest thereon at the rate of ten per cent (10%) per annum from the date of sale to the date of settlement, payable within five (5) days after final ratification of the sale by the Circuit Court for Queen Anne's County, Maryland. Conveyancing, recording, transfer taxes, notary fees, examination of title, and State stamps to be at the cost of the purchaser. All taxes, public charges and special or regular assessments, if any, shall be adjusted to the date of the sale.

Compliance with terms shall be made within five (5) days after final ratification of the sale or deposit shall be forfeited and the property resold at the risk and cost of the defaulting purchaser, or the Substitute Trustee may avail himself of any legal or equitable rights against the defaulting purchaser.

DIRECTIONS TO PROPERTY: From the traffic light at the first intersection west of the Chesapeake Bay Bridge, of U.S. Routes 50 and 301 with Maryland Route 8, north on Route 8 to Stevensville, the property being near or at Stevensville and west of Route 18 north to Love Point.

WILLIAM N. DUNPHY,
Substitute Trustee

LAW OFFICES
WILKES & ARTIS
1666 K STREET, N. W.
WASHINGTON, D. C. 20006

RETURN TO SENDER

REASON CHECKED
Unclaimed ..... Refused .....
Addressee unknown .....
Insufficient Address .....
No such street ..... number .....
No such office in state .....
Do not re-mail in this envelope

11-17-78

Mrs. Mary Clifton Buchanan
9616 Hawick Lane
Kensington, Maryland 20795

NAME
1st Notice 11-17
2nd Notice 11-24
Return 12-2

CERTIFIED
No. 971756
MAIL

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 ..... ¢
☐ RESTRICTED DELIVERY
Show to whom, date, and address of delivery $____
(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Mrs. Mary Clifton Buchanan
9616 Hawick Lane
Kensington, Maryland 20795

3. ARTICLE DESCRIPTION:
REGISTERED NO. | CERTIFIED NO. 971756 | INSURED NO. | (Return Receipt Requested)
(Always obtain signature of addressee or agent)

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

4. DATE OF DELIVERY | POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: | CLERK'S INITIALS

☆GPO: 1977-O-249-595

LIBER 11 PAGE 138

LAW OFFICES
WILKES & ARTIS
SUITE 600
1666 K STREET, N. W.
WASHINGTON, D. C. 20006
(202) 457-7800
CABLE ADDRESS: "WILART"

SUITE 1407
UNIBANK BUILDING
51 MONROE STREET
ROCKVILLE, MARYLAND 20850
(301) 279-7900

SUITE 202
FIRST FEDERAL PLAZA
4020 UNIVERSITY DRIVE
FAIRFAX, VIRGINIA 22030
(703) 385-8000

CERTIFIED MAIL-RETURN RECEIPT REQUESTED

November 15, 1978

DIRECT DIAL:
(202) 457-7851

W. Evans Buchanan Company
Suite 704 - 9720 Georgia Avenue
Silver Spring, Maryland 20910
Attention: Mr. Robert E. Buchanan

Mr. W. Evans Buchanan and
Mrs. Mary Clifton Buchanan
9616 Hawick Lane
Kensington, Maryland

Re: $1,565,000.00 Land Acquisition Loan, dated December 29, 1972 secured by a Deed of Trust dated December 29, 1972 (as amended) encumbering real property in Queen Anne's County, Maryland (FUNB Loan No. 692)

Gentlemen:

Pursuant to the requirements of Rule W74§a(a) of the Maryland Rules of Procedure, on behalf of the person authorized to make a sale of the mortgaged property, you are hereby notified that the property more fully and completely described in the attached copy of advertisement of sale will be sold in conformance with the terms in said advertisement and as provided therein at public auction on the Courthouse steps in front of the Courthouse at Centreville, Maryland, on November 27, 1978, at 10:00 A.M.

Should you have any questions concerning this matter, please contact me at the above Washington, D. C. address and telephone number.

Sincerely,

D. Clifford Crook III

D. Clifford Crook, III

LJV:vsh

attachment

D. CLIFFORD CROOK, III, ESQUIRE, SOLICITOR
1666 K Street, N.W., Suite 600
Washington, D.C. 20006
(202) 457-7800

TRUSTEE'S SALE OF VALUABLE REAL ESTATE

Located in the 4th Election District, Queen Anne's County, Maryland, approximately 479 acres on Kent Island, north of U.S. Routes 50-301 and west of Maryland Route 18 to Love Point, bounded on the west by the Chesapeake Bay.

Under and by virtue of the power of sale contained in a certain Deed of Trust from W. Evans Buchanan Co., a Maryland corporation, dated December 29, 1972, duly recorded among the Land Records of Queen Anne's County in Liber CWC 69 at folio 662, as amended by Amended Deed of Trust dated December 29, 1972, duly recorded among said land records in Liber CWC 70 at folio 217, default having occurred in the obligations secured thereby and the covenants contained therein; and at the request of the holder of the note secured thereby, the undersigned Substitute Trustee, pursuant to a Deed of Appointment of Substitute Trustee dated July 3, 1978, and recorded on July 10, 1978 among the Land Records of Queen Anne's County in Liber CWC 137 at folio 578, will sell at public auction, in front of the Court House, Centreville, Queen Anne's County, Maryland, on

MONDAY
November 27, 1978
10:00 a.m.

the property described as follows, with the improvements, easements and appurtenances thereunto belonging, situate, lying and being in the State of Maryland, County of Queen Anne's, namely:

PARCEL I

ALL that part of a tract of land or farm situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, being that remaining part of the lands now of formerly known as the "Arthur C. Cockey, Sr., Farm", lying on the Westerly side of the public road from Stevensville to Love Point and described as follows, to wit:

BEGINNING for the same at a point on the west side of Maryland Route 18 (40 feet wide), said point being the northeast corner of the herein described lands and the southeast corner of the lands of James Cockey; and running, thence, by and with the West side of Maryland Route 18 along a curve the chord of which is South 04 degrees 12 minutes 50 seconds East, 943.28 feet and South 14 degrees 40 minutes East, 426.75 feet to the lands of others; thence, by and with the lands of others the five (5) following courses and distances: (1) South 28 degrees 20 minutes West, 194.07 feet, (2) North 76 degrees 23 minutes West, 223.40 feet, (3) South 10 degrees 12 minutes West, 205.50 feet, (4) South 65 degrees 10 minutes West, 514.60 feet, and (5) South 55 degrees 32 minutes West, 561.90 feet to the lands of Eugene O. Legg, Sr. thence, by and with said Legg lands the four (4) following courses and distances: (1) North 12 degrees 37 minutes West, 189.40 feet, (2) North 19 degrees 40 minutes Ea: 1,226.60 feet, (3) North 62 degrees 18 minutes West, 1,503.80 feet and (4) North 27 degrees 25 minutes East, 1,091.90 feet to the lands of J. Harold Thomas; thence, by and with said Thomas lands, South 64 degrees 30 minutes 30 seconds East, 1,237.70 feet to the aforementioned Cockey lands; thence, by and with said Cockey lands South 58 degrees 40 minutes 20 seconds East, 514.96 feet to the place of beginning. Containing in all 71.373 acres of land, more or less.

BEING part of the lands conveyed by James Alton Cockey, et ux., unto said Grantor by deed dated the 23rd day of July, 1959, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 49, folio 274.

PARCEL II

ALL that farm and tract of land, comprised of several tracts of land, now known as "The Walter L. Price Farm", and formerly known as "The Home Farm of Charles B. Downes", and also called and being part of "Broad Creek, and also known as the Gravelly Run Creek Farm", located at or near the Town of Stevensville, on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, bounded on the south by the lands of Dr. Charles E. Snyder, bounded on the west by Gravelly Run Creek, bounded on the northwest by Western Bay and the Chesapeake Bay, bounded on the north by the Cook and Cockey Farms, and bounded on the east by Back Lane or Downs Avenue, and containing 252 acres of land, more or less.

BEING all the same lands conveyed by deed from Walter L. Price unto Eugene Oliver Legg, Sr., et al, dated December 29, 1955, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 25, folio 504.

PARCEL III

ALL that tract or parcel of land situate, lying and being on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland, being that part of the lands known as "Eareckson Farm of Dr. Charles E. Snyder," lying northerly of the right of way line of U.S. Route No. 50-301 (Chesapeake Bay Bridge Approach), bounded on the west by the waters of the Chesapeake Bay and more particularly described by metes and bounds, courses and distances according to a survey and plat thereof in July, 1965, by William E. Nuttla, registered surveyors, as follows, to wit:

BEGINNING for the same at the intersection of the northwest side of old Maryland Route No. 404 (20 feet from the centerline) and the northeast side of U.S. Route No 50 (120 feet from the centerline, as shown on State Roads Commission Plat 20926); and running thence, by and with the north side of U.S. Route No. 50 North 73° 41' West, 583.07 feet to a concrete monument and South 16 degrees 19' West, 20.00 feet to a concrete monument and the northeast side of said road as shown on State Roads Commission Plats 7119 and 7120 (100 feet from the centerline); thence, by and with the northeast side of said road North 73° 41' West, 3617.65 feet to a fence post and North 73° 41' West 38 feet more or less to the mean high waters of the Chesapeake Bay; thence, by and with the mean high waters of the Chesapeake Bay the twenty-two (22) following courses and distances:

1. North 44 degrees 02 minutes 30 seconds East, 380.13 feet
2. North 21 degrees 27 minutes 20 seconds East, 431.93 feet
3. North 21 degrees 03 minutes 10 seconds West, 283.95 feet
4. South 89 degrees 36 minutes 10 seconds West, 144.00 feet
5. North 20 degrees 41 minutes 40 seconds West, 48.10 feet
6. North 49 degrees 32 minutes East, 232.65 feet
7. North 46 degrees 42 minutes 40 seconds West, 94.79 feet
8. North 46 degrees 50 minutes 50 seconds East, 109.66 feet
9. North 01 degrees 48 minutes 50 seconds West, 158.08 feet
10. North 82 degrees 52 minutes 30 seconds West, 104.81 feet
11. North 02 degrees 18 minutes 10 seconds East, 174.14 feet
12. North 15 degrees 26 minutes 50 seconds East, 157.70 feet
13. South 85 degrees 53 minutes 10 seconds East, 139.36 feet
14. North 47 degrees 39 minutes 50 seconds East, 365.26 feet
15. South 78 degrees 01 minutes 30 seconds East, 33.73 feet
16. North 40 degrees 58 minutes 30 seconds East, 382.78 feet
17. North 39 degrees 41 minutes 40 seconds East, 328.80 feet
18. North 34 degrees 18 minutes 10 seconds West, 129.53 feet
19. North 31 degrees 42 minutes 50 seconds East, 209.24 feet
20. South 87 degrees 59 minutes 30 seconds East, 57.04 feet
21. South 22 degrees 20 minutes 30 seconds East, 78.92 feet
22. North 51 degrees 52 minutes 20 seconds East, 118.29 feet

to the lands of Eugene Legg, Sr.; thence, by and with said Legg lands, the six (6) following courses and distances:

1. South 16 degrees 24 minutes 20 seconds East, 575 feet, more or less to a point in a tidal pond,
2. South 24 degrees 44 minutes 20 seconds East, 465.30 feet to a point near the the southeast end of said pond,
3. South 24 degrees 09 minutes 20 seconds East, 522.20 feet to a fence post,
4. South 0 degrees 17 minutes 20 seconds East, 795.64 feet to an iron pipe,
5. South 74 degrees 36 minutes 50 seconds East, 486.75 feet to a stone,
6. South 65 degrees 27 minutes 20 seconds East, 1326.91 feet to an iron pipe, and

the lands of John Benton; thence, by and with said Benton lands, South 64 degrees

16 minutes 20 seconds East, 732.52 feet to an iron pipe; thence by and with the lands of S.E.W. Friel, Jr., et al., South 05 degrees 01 minutes 40 seconds West, 289.00 feet to the south side of an entrance road and the lands of Elizabeth Saddler; thence, by and with the south side of said road and the lands of Elizabeth Saddler and Joseph Saddler, North 69 degrees 24 minutes 20 seconds West, 290.80 feet and South 84 degrees 11 minutes 50 seconds West, 146.91 feet to an iron pipe; thence, by and width the lands of Saddler, Grimes and Wilkins South 25 degrees 28 minutes 40 seconds East, 403.20 feet to an iron pipe and the lands of Charles W. Grimes; thence, by and with the said Grimes lands, South 64 degrees 06 minutes 20 seconds, West 103.22 feet to an iron pipe, South 25 degrees 52 minutes East, 160.27 feet, and South 73 degrees 41 minutes East, 35.72 feet to the northwest side of old Maryland Route No. 404 (Note: the last mentioned line is the northeast side of a triangular parcel conveyed from Charles W. Grimes to Bay Park Development Company, Inc., in Liber T.S.P. No. 64, folio 519, and is 50 feet from and parallel to the northeast side of U.S. Route No.50-301); thence, by and with the northwest side of Maryland Route No. 404 South 63 degrees 08 minutes 20 seconds West, 73.07 feet to the place of beginning; Containing in all 155.594 acres of land, more or less.

BEING all the remaining lands of said Grantor conveyed unto it by two (2) deeds, to wit: (a) from Charles E. Snyder, et ux., dated July 23,1958, recorded among the land records of Quuen Anne's Company in Liber T.S.P. No. 42, folio 9; and (b)from Charles William Grimes dated February 3, 1962, recorded among the Land Records aforesaid in Liber T.S.P. No. 64, folio 519.

SAVING AND EXCEPTING THEREFROM, part of said lands contained in a certain deed from Bay Bridge Development Company to State Roads Commission of Maryland, dated September 22, 1970, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 50, folio 139, for 2.48 acres in fee and 0.04 acres in easement area (State Roads Commission Plat 39957) with easements for a snow fence.

LESS AND EXCEPTING therefrom the lands contained in a certain Deed from W. Evans Buchanan Company to the County Commissioners of Queen Anne's County dated September 25, 1978 and recorded among the Land Records of Queen Anne's County, Maryland in CWC No. 143 at folio 30 for 10.09 acres in fee, together with easements for ingress and egress, all as shown on Plat recorded on Plat Book No. 143, as Plat Number 32, among the said Land Records, and said 10.09 acres having been released from the lien of the Deed of Trust pursuant to which this sale is being made in that certain Deed of Partial Release from William N. Dunphy, Substitute Trustee, unto W. Evans Buchanan Company, dated October 2, 1978 and recorded among the said Land Records in CWC No. 143 at folio 26.

TOGETHER WITH all of the Trustee's right, title and interest in and to (a) all improvements thereon, in anywise appertaining, all of Trustee's estate, right, title, interest and claim, either at law or in equity, or otherwise, however, of, in, to, or out of said land and premises and any and all other property, if any, secured by the lien of said Deed of Trust, as amended, and drainage installation belonging to grantor, all appurtenances thereunto belonging, all the estate and rights, if any, of grantor in and to land lying in public streets and roads abutting the above-described property, and all building materials stored on the above-described property, together with all fixtures, equipment and personal property now or hereafter attached to, or used in connection with, or adopted for use in the operation of, the above-described property; (b) all rights, privileges, interest, easements, hereditaments and appurtenances thereunto belonging or in anywise pertaining thereto; and (c) any and all other property, if any, secured by the lien of said Deed of Trust as amended.

The property to be sold is improved by certain miscellaneous farm out-buildings.

TERMS OF SALE: The sale is subject to all prior liens, covenants, conditions and restrictions of record and further subject to all rules, ordinances, statutes and regulations of appropriate governmental authorities having jurisdiction.

A deposit of 10% of the sale price in cash, certified check, or other medium of payment satisfactory to Substitute Trustee will be required at the time of the sale, the balance in cash, with interest thereon at the rate of ten per cent (10%) per annum from the date of sale to the date of settlement, payable within five (5) days after final ratification of the sale by the Circuit Court for Queen Anne's County, Maryland. Conveyancing, recording, transfer taxes, notary fees, examination of title, and State stamps to be at the cost of the purchaser. All taxes, public charges and special or regular assessments, if any, shall be adjusted to the date of the sale.

Compliance with terms shall be made within five (5) days after final ratification of the sale or deposit shall be forfeited and the property resold at the risk and cost of the defaulting purchaser, or the Substitute Trustee may avail himself of any legal or equitable rights against the defaulting purchaser.

DIRECTIONS TO PROPERTY: From the traffic light at the first intersection west of the Chesapeake Bay Bridge, of U.S. Routes 50 and 301 with Maryland Route 8, north on Route 8 to Stevensville, the property being near or at Stevensville and west of Route 18 north to Love Point.

WILLIAM N. DUNPHY,
Substitute Trustee

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Sitting as a Court of Equity

WILLIAM N. DUNPHY, Substitute Trustee	:	
v.	:	Equity No. 6289
W. EVANS BUCHANAN COMPANY, A Maryland Corporation, Mortgagor	:	

FINAL ORDER OF RATIFICATION

ORDERED this 29th day of December, 1978, by the Circuit Court for Queen Anne's County, Maryland, In Equity, that the sale made by and reported in the above-entitled cause be, and the same hereby is, finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi heretofore passed and published in said cause; and the Substitute Trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor, to whom this cause is hereby referred.

K. Thomas Evergood

JUDGE

WILLIAM N. DUNPHY, Substitute Trustee	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	QUEEN ANNE'S COUNTY
W. EVANS BUCHANAN COMPANY, a Maryland Corporation, Mortgagor	*	EQUITY NO. 6289

MOTION FOR FEE

J. Thomas Clark, Auditor in this case, states:

1. That the total amount in this sale is $990,000.00.

2. That it should take approximately twenty (20) hours to go over this account and state the same.

3. 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
1979 JAN 16 AM 10: 32
QUEEN ANNE'S COUNTY

J. Thomas Clark
J. Thomas Clark, Auditor

ORDER OF COURT

Upon the aforegoing Motion for Auditor's fees, IT IS THIS 16th day of January, 1979, 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. 6289 in the Circuit Court for Queen Anne's County; and Wiliam N. Dunphy, Substitute Trustee, shall have until the 31st day of January, 1979, to file an exception with the Circuit Court for Queen Anne's County.

RECEIVED
CLERK, CIRCUIT COURT
1979 JAN 16 AM 10: 32
QUEEN ANNE'S COUNTY

J. Albert Roney, Jr.
JUDGE

LIBER 11 PAGE 148

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Sitting as a Court of Equity

WILLIAN N. DUNPHY Substitute Trustee vs. W. EVANS BUCHANAN COMPANY, a Maryland corporation, Mortgagor	))))))))	Equity No. 6289

WAIVER OF DEFICIENCY JUDGMENT

The First Union National Bank of North Carolina, Beneficiary under that certain deed of trust dated December 29, 1972, being foreclosed in this proceeding, and William N. Dunphy, Substitute Trustee, by their attorney, D. Clifford Crook, III do hereby waive deficiency judgments against the debtor, W. Evans Buchanan Company, a Maryland corporation, and W. Evans Buchanan and/or Mary C. Buchanan, his wife, guarantors, and release said debtor and guarantors from all personal liability whatsoever.

Respectfully submitted,

D. Clifford Crook III

D. Clifford Crook, III
Suite 1407
Unibank Building
51 Monroe Street
Rockville, Maryland 20850
301/279-7900

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 10 day of January, 1979, a copy of the foregoing Waiver of Deficiency Judgment was mailed, postage prepaid, first class mail, to Joseph P. Blocher, Esquire, Linowes and Blocher, 8720 Georgia Avenue, Silver Spring, Maryland 20910, attorney for W. Evans Buchanan Company and W. Evans Buchanan and Mary C. Buchanan.

RECEIVED
CLERK'S OFFICE
1979 JAN 18 AM 8:56
QUEEN ANNE'S COUNTY

D. Clifford Crook, III

LAW OFFICES
LINOWES AND BLOCHER
FIFTH FLOOR
8720 GEORGIA AVENUE
SILVER SPRING, MD. 20910
(301) 588-8580

WILLIAM N. DUNPHY, Substitute Trustee	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
VS	*	Equity No. 6289
W. EVANS BUCHANAN CO.	*	
	*	

ORDER OF COURT

An Order of this Court, dated January 16, 1979, filed in this proceeding pursuant to a Petition by the Court's auditor requesting a special auditor's fee for his services in this matter, not being in compliance with Rule 12b of the Second Judicial Circuit Court Rules,

It is, thereupon, ORDERED, this 22nd day of January, 1979, that said Order of Court dated January 16, 1979, be and the same is hereby RESCINDED.

J. Albert Roney, Jr., Judge

RECEIVED
CLERK, CIRCUIT COURT
1979 JAN 23 AM 9: 16
QUEEN ANNE'S COUNTY

WILLIAM N. DUNPHY, Substitute Trustee	*	IN THE CIRUCUIT COURT
VS.	*	
		FOR QUEEN ANNE'S COUNTY
W. EVANS BUCHANAN COMPANY,	*	
A maryland Corporation, Mortgagor		IN EQUITY NO. 6289
	*	

* * * * * * * * * * * * * *

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 D. Clifford Crook, III, Attorney for William N. Dunphy, Substitute Trustee , wherein it appears that the proceeds of sale are insufficient to pay said indebtedness; the deficiency being in the amount of $703,920.94.

2. That in the within account of William N. Dunphy, Substitute Trustee, charged with the proceeds of sale made by him, and he is allowed his commissions for said sale, and the attorney for William N. Dunphy,, Substitute Trustee, D. Clifford Crook, III, is allowed the court costs paid in this cause, the court costs due in this cause, the amount paid for advertising said sale and Order Nisi in this cause, the amount paid to the auctioneer for crying said sale, the amount paid for State and County Taxes in this cause, the fee of your Auditor for stating this account, and the balance was credited toward the indebtedness.

Respectfully submitted,

January 25, 1979

J. Thomas Clark

J. Thomas Clark, Auditor

CAUSE NO. 6289

The sale of land reported in this cause by William N. Dunphy, Substitute Trustee to sell the premises and convey the land in this suit.

CR.

1978 November 27	By proceeds of sale of land, per report of Trustee, to wit:----------	$990,000.00

DR.

Attorney's Fee		WAIVED	
To Trustee's Commissions on sale		$500.00	
To do for an amount paid Charles W. Cecil, Clerk by D. Clifford Crook, III Attorney for Substitute Trustee		50.00	
To do for an amount due Charles W. Cecil, Clerk for			
1. Appearance Fee	10.00		
2. Additional	183.00	193.00	
To do for an amount paid The Banner by D. Clifford Crook, III, Attorney for Substitute Trustee for			
1. Advertising said sale	567.00		
2. Order Nisi	12.00	579.00	
To do for an amount paid Adam A. Weschler & Son, Auctioneers and Appraisers for crying said sale		200.00	
To do for an amount paid Oscar A. Schulz, Treasurer for State and County Taxes prorated to January 8, 1979		463.84	
To do for an amount due your Audtior, J. Thomas Clark for Stating this account and notifying parties, per Order of Court dated		250.00	
Bond premium		no fee	
To do for an amount due to the First Union National Bank of North Carolina for partial payment of the total indebtedness on Deed of Trust which includes interest of $1,691,685.10		987,764.16	
		$990,000.00	$990,000.00

January 25, 1979

J. Thomas Clark
Auditor

WILLIAM N. DUNPHY, Substitute Trustee
P.O. Box 123
101 North Adams Street
Rockville, MD 20850

VS.

W. EVANS BUCHANAN COMPANY,
a Maryland Corporation, Mortgagor
Suite 704 - 9720 Georgia Avenue
Silver Spring, MD 20910

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

NO. 6289

* * * * * * * * * * * * * *

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on January 25, 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:

William N. Dunphy
P.O. Box 123
101 North Adams Street
Rockville, MD 20850

W. Evans Buchanan Company
Suite 704 - 9720 Georgia Avenue
Silver Spring, MD 20910
Attention: Robert E. Buchanan

Mr. W. Evans Buchanan and
Mrs. Mary Clifton Buchanan
9616 Hawick Lane
Kensington, MD 20795

D. Clifford Crook, III, Esq.
Lois J. Vermillion
Suite 1407, Unibank Building
51 Monroe Street
Rockville, MD 20850

First Union National Bank
of North Carolina
c/o Cameron- Brown Company
Attention: J. M. Brothers, Jr.
Vice President
4300 Six Forks Road
Raliegh, NC 27609

Pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify each of them, that this account was filed on January 25, 1979, with the Clerk of the Court, Centreville, Maryland, and the exceptions to said audit must be filed on or before February 13, 1979, and if no exceptions are filed within such fifteen-day period, the account may thereupon be ratified on February 14, 1979.

January 25, 1979

J. Thomas Clark, Auditor

RECEIVED
CLERK, CIRCUIT COURT
1979 JAN 25 AM 11: 21
QUEEN ANNE'S COUNTY

WILLIAM N. DUNPHY, Sub. Tr.	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6289
W. EVANS BUCHANAN CO.	*	
	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 25th day of January, 1979, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 14th 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. Markin Clerk

Filed January 25, 1979

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Sitting as a Court of Equity

WILLIAM N. DUNPHY, Substitute Trustee :

v. : Equity No. 6289

W. EVANS BUCHANAN COMPANY, :
A Maryland Corporation, Mortgagor :

PETITION FOR RETURN OF NOMINAL CASH FORECLOSURE BOND DEPOSITED WITH THE CLERK OF THE COURT

TO THE HONORABLE, JUDGES OF SAID COURT:

Petitioner, D. Clifford Crook, III, attorney for William N. Dunphy, Substitute Trustee in the above-captioned cause, respectfully represents that:

1. On November 27, 1978, in connection with the above-captioned foreclosure proceedings, a certified check in the amount of $170,000.00 was deposited with the Clerk of the Court pursuant to the Order of the Honorable Judge Turner dated November 14, 1978, a copy of which is attached hereto as Exhibit A, permitting the deposit of a nominal cash foreclosure bond in lieu of a surety bond, with interest thereon accruing to the Substitute Trustee.

2. On December 29, 1978, the Final Order of Ratification was issued by this Honorable Court in connection with the said foreclosure proceedings.

3. On December 29, 1978, the Trustee's Deed was executed by the Substitute Trustee and the property sold in these proceedings was conveyed to First Union National Bank of North Carolina, the Noteholder and purchaser at foreclosure, said Trustee's Deed having been recorded on January 9, 1979, among the Land Records of Queen Anne's Cpunty, Maryland in Liber MWM No. 145 at folio 456.

WHEREFORE, William N. Dunphy, Substitute Trustee, having well, truly and faithfully performed the trust reposed in him under the Deed of Trust from W. Evans Buchanan Company, dated December 29, 1972, recorded among the Land Records of Queen Anne's County, Maryland in Liber No. CWC 69 at folio 662, as amended by Amended Deed of Trust dated December 29, 1972, recorded among said Land Records in Liber No. CWC 70 at folio 217, and having abided by and fulfilled all orders or decrees which have been made by this Honorable Court in relation to the sale of the said mortgaged property or the proceeds thereof,

your Petitioner prays that the Court pass an Order directing the Clerk of the Court to pay out of the Registry of the Court the amount of One Hundred Seventy Thousand Dollars ($170,000.00), together with the interest accrued thereon, to the order of William N. Dunphy, Substitute Trustee,

AND, IN DUTY BOUND, ETC.

Respectfully submitted:

D. Clifford Crock, III

D. Clifford Crock, III

Attorney for William N. Dunphy,
Substitute Trustee
1666 K Street, N. W., Suite 600
Washington, D. C. 20006
(202) 457-7800

LIBER 11 PAGE 156

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Sitting as a Court of Equity

WILLIAM N. DUNPHY, SUBSTITUTE TRUSTEE	)	
v.	)	Equity No. 6289
W. EVANS BUCHANAN COMPANY, a Maryland Corporation, Mortgagor	)	

ORDER

The foregoing Petition to Post Nominal Cash Foreclosure Bond in Lieu of Surety Bond having been read and considered, it is this 14th day of November, 1978, by the Circuit Court for Queen Anne's County, Maryland:

ORDERED that D. Clifford Crook, III, as attorney for the Substitute Trustee authorized to make sale of the fee simple property more fully described in the above-entitled cause, be, and he hereby is, allowed to file a cash deposit in lieu of surety bond in the amount of One Hundred & Seventy Thousand Dollars ($170,000.00) together with a written undertaking by the Substitute Trustee that said deposit be conditional as prescribed in Maryland Rule W74, provided that in the event the secured premises shall be sold to someone other than the holder of the Deed of Trust Note, the penalty of the bond shall be increased in an amount sufficient to cover the amount of the sale; and FURTHER ORDERED that the Clerk of the Court be instructed to deposit the said sum in an account or certificate of deposit with the interest accruing to the Substitute Trustee.

FILED

NOV 14 1978

CIRCUIT COURT
QUEEN ANNE'S CO.

R. Hackett Turner Jr.
Judge

LAW OFFICES
WILKES & ARTIS
1666 K STREET, N. W.
WASHINGTON, D. C. 20006

(202) 457-7600

EXHIBIT A

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Sitting as a Court of Equity

WILLIAM N. DUNPHY, Substitute Trustee	:	
	:	
v.	:	Equity No. 6289
	:	
W. EVANS BUCHANAN COMPANY,	:	
A Maryland Corporation, Mortgagor	:	

ORDER

The foregoing Petition having been read and considered, it is this 30th day of January, 1979, by the Circuit Court for Queen Anne's County, Maryland,

ORDERED that the Clerk of the Court is hereby authorized and directed to pay out of the Registry of this Honorable Court the sum of One Hundred Seventy Thousand Dollars ($170,000.00) plus any interest accrued thereon, to the order of William N. Dunphy, Substitute Trustee.

K. Thomas Evernham

JUDGE

RECEIVED
CLERK. CIRCUIT COURT
1979 JAN 30 PM 2: 12
QUEEN ANNE'S COUNTY

UBER 11 PAGE 158

No. 819841

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL
(See Reverse)

SENT TO
D. Clifford Crook, III, E

STREET AND NO.
1666 K St., N.W. Suite 600

P.O., STATE AND ZIP CODE
Washington, DC 20006

POSTAGE		$ .15
CONSULT POSTMASTER FOR FEES — CERTIFIED FEE		80¢
OPTIONAL SERVICES — SPECIAL DELIVERY		¢
OPTIONAL SERVICES — RESTRICTED DELIVERY		¢
RETURN RECEIPT SERVICE	SHOW TO WHOM AND DATE DELIVERED	45 ¢
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		$ 1.40

MARK OR DATE HERE

CENTREVILLE JAN 31 1979

PS Form 3800, Apr. 1976

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 .....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:
D. Clifford Crook, III, Esquire
1666 K Street, N.W., Suite 600
Washington, D. C. 20006

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	819841	

(Always obtain signature of addressee or agent)

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

Marie Randell

4. DATE OF DELIVERY 2-2-79

5. ADDRESS (Complete only if requested)

POSTMARK

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆ GOP: 1976—O-203-456

STICK POSTAGE STAMPS TO ARTICLE TO COVER FIRST CLASS POSTAGE, CERTIFIED MAIL FEE, AND CHARGES FOR ANY SELECTED OPTIONAL SERVICES. (See front)

1. If you want this receipt postmarked, stick the gummed stub on the left portion of the address side of the article, leaving the receipt attached, and present the article at a post office service window or hand it to your rural carrier. (no extra charge)
2. If you do not want this receipt postmarked, stick the gummed stub on the left portion of the address side of the article, date, detach and retain the receipt, and mail the article.
3. If you want a return receipt, write the certified-mail number and your name and address on a return receipt card, Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Otherwise, affix to back of article. Endorse front of article RETURN RECEIPT REQUESTED adjacent to the number.
4. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse RESTRICTED DELIVERY on the front of the article.
5. Enter fees for the services requested in the appropriate spaces on the front of this receipt. If return receipt is requested, check the applicable blocks in Item 1 of Form 3811.
6. Save this receipt and present it if you make inquiry.

UNITED STATES POSTAL SERVICE
OFFICIAL BUSINESS

WASHINGTON, D.C. FEB 5 1979

SENDER INSTRUCTIONS
Print your name, address, and ZIP Code in the space below.
- Complete items 1, 2, and 3 on the reverse.
- Moisten gummed ends and attach to front of article if space permits. Otherwise affix to back of article.
- Endorse article "Return Receipt Requested" adjacent to number.

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

SAVE YOUR VISION WEEK

U.S. MAIL

6287

RETURN TO

Marguerite W. Mankin, Clerk
(Name of Sender)

P. O. Box 460
(Street or P.O. Box)

Centreville, MD 21617
(City, State, and ZIP Code)

WILLIAM N. DUNPHY,
Substitute Trustee

vs.

W. EVANS BUCHANAN COMPANY,
a Maryland Corporation, Mortgagor

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

Equity No. 6289

MOTION FOR FEE

J. Thomas Clark, Auditor, in this case, states:

1. That the total amount in this sale is $990,000.00.

2. That it should take approximately twenty (20) hours to go over this account and state the same.

3. That in view of waht 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,

J. Thomas Clark

J. Thomas Clark, Auditor

ORDER OF COURT

Upon the aforegoing Motion for Auditor's fee, IT IS THIS 8th day of February, 1979, 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. 6289 in the Circuit Court for Queen Anne's County; and William N. Dunphy, Substitute Trustee, shall have until the 23rd day of February, 1979, to file an exception with the Circuit Court for Queen Anne's County.

George B. Rasin, Jr.

JUDGE

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Sitting as a Court of Equity

WILLIAM N. DUNPHY, Substitute Trustee :
)
v. : Equity No. 6289
)
W. EVANS BUCHANAN COMPANY, :
A Maryland Corporation, Mortgagor)

EXCEPTION TO AUDITOR'S ACCOUNT

COMES NOW William N. Dunphy, Substitute Trustee, pursuant to Rule 595(g)(2) of the Maryland Rules of Procedure, and states his exception to the Statement of Account previously filed herein by J. Thomas Clark, Court Auditor, in the following particulars:

1. The Statement of Account incorrectly states the amount of deficiency as $703,920.94, the actual deficiency being in excess of $2.25 million.

2. Pursuant to the terms of the Deed of Trust which was foreclosed herein, said Deed of Trust being recorded among the Land Records of Queen Anne's County, Maryland, in Liber No. CWC 70 at folio 217, the costs and expenses of the proceedings herein including the Trustee's Commission are to be added to the indebtedness secured by the Deed of Trust, with taxes paid by the mortgagor being the only credit in favor of the mortgagor. The itemization of costs, expenses and taxes in the Statement of Account rendered by the Auditor is inaccurate.

3. The Statement of Account includes an item of $250.00 for an Auditor's fee, which sum has been denied by Order of this Court dated January 23, 1979, rescinding its prior Order dated January 16, 1979, allowing such a special fee, on the ground that the Auditor had not complied with Rule 12b of the Second Judicial Circuit. The Substitute Trustee, on January 25, 1979, paid the sum of $250.00 to the Court Auditor, and this amount or any portion thereof has not been refunded to the Substitute Trustee.

LAW OFFICES
WILKES & ARTIS
1666 K STREET, N. W.
WASHINGTON, D. C. 20006
(202) 457-7600

4. A proposed Amended Statement of Account which correctly itemizes all amounts is being submitted simultaneously herewith for the Court's approval and is incorporated herein by reference.

WHEREFORE, based upon the foregoing, William N. Dunphy, Substitute Trustee, respectfully requests the Court to order as follows:

1. To adopt the proposed Amended Statement of Account as the official account of these proceedings.

2. To deny a fee to the Court Auditor and for an Order directing the Court Auditor to refund and pay to the Substitute Trustee the amount of $250.00.

Respectfully submitted,

D. Clifford Crook III

D. Clifford Crook, III
WILKES & ARTIS
1666 K Street, N. W., Suite 600
Washington, D. C. 20006
(202) 457-7800
Attorney for William N. Dunphy,
Substitute Trustee

CERTIFICATE OF SERVICE

I hereby certify that on the 12th day of February, 1979, true copies of the foregoing Exception to Auditor's Account together with proposed Amended Statement of Account were mailed, postage prepaid, to Joseph P. Blocher, Esquire, 8720 Georgia Avenue, Silver Spring, Maryland 20910, counsel for W. Evans Buchanan Company; W. Evans Buchanan Company, 9720 Georgia Avenue, Silver Spring, Maryland 20910; and to J. Thomas Clark, 118 N. Commerce Street, Centreville, Maryland 21617.

D. Clifford Crook III

D. Clifford Crook, III

LAW OFFICES
WILKES & ARTIS
1666 K STREET, N. W.
WASHINGTON, D. C. 20006
(202) 457-7800

LIBER 11 PAGE 162

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Sitting as a Court of Equity

WILLIAM N. DUNPHY, Substitute Trustee :
)
v. : Equity No. 6289
)
W. EVANS BUCHANAN COMPANY, :
A Maryland Corporation, Mortgagor)

MOTION FOR AMENDED STATEMENT OF ACCOUNT

COMES NOW William N. Dunphy, Substitute Trustee, and respectfully moves the Court to adopt the following statement as the true and accurate account of the proceedings herein, the Trustee's Sale having been finally ratified on December 29, 1978.

ACCOUNT

Proceeds of Sale		$990,000.00
Court Costs	$50.00	
Clerk's Additional Fees	193.00	
Auditor's Fee	denied	
Advertising Costs	579.00	
Bond Premium	/Cash Bond/	
Taxes (prorated to Jan. 8, 1979, date of recordation of Trustee's Deed)		463.84
Auctioneer's Fee	200.00	
Trustee's Commission	500.00	
Attorney's Fee	Waived	
Deed of Trust (as per Affidavit, as of October 31, 1978)	3,240,636.08	
Deficit		2,251,694.24
TOTAL	$3,242,158.08	$3,242,158.08

LAW OFFICES
WILKES & ARTIS
1666 K STREET, N. W.
WASHINGTON, D. C. 20006
(202) 457-7600

1. The net proceeds of sale after deducting the costs and expenses as allowed by the Court are insufficient to pay the secured debt and accrued interest; a Waiver of Deficiency Judgment has been filed herein.

2. The substance of the statement of the secured debt, as contained in the Affidavit of Noteholder filed herein, constitutes the representations under oath by the secured party, his agent or attorney of the secured debt remaining due and payable in these proceedings. This account is stated in reliance upon the secured party's statement.

Respectfully submitted,

D. Clifford Crook III

D. Clifford Crook III
WILKES & ARTIS
1666 K Street, N. W., Suite 600
Washington, D. C. 20006
(202) 457-7800
Attorney for William N. Dunphy,
Substitute Trustee

ORDER OF COURT

Upon the foregoing Motion for Amended Statement of Account, and upon consideration of the Exception to Auditor's Account filed herein by William N. Dunphy, Substitute Trustee, it is, this _____ day of February, 1979,

ORDERED, that the foregoing Amended Statement of Account is hereby accepted and ratified, pursuant to Rule 595(g)(2) of the Maryland Rules of Procedure, and it is

FURTHER ORDERED, upon good cause shown, that J. Thomas Clark, Court Auditor, is disallowed a fee in these proceedings, and he is hereby directed to pay and refund to William N. Dunphy, Substitute Trustee, the amount of $250.00.

LAW OFFICES
WILKES & ARTIS
1666 K STREET, N. W.
WASHINGTON, D. C. 20006
(202) 457-7800

The Clerk of the Court shall certify copies of this Order for all interested parties of record in these proceedings.

JUDGE

LAW OFFICES
WILKES & ARTIS
1666 K STREET, N. W.
WASHINGTON, D. C. 20006

(202) 457-7800

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Sitting as a Court of Equity

WILLIAM N. DUNPHY Substitute Trustee	)	
vs.	)	Equity No. 6289
W. EVANS BUCHANAN COMPANY, a Maryland corporation, Mortgagor	)	

EXCEPTIONS TO AUDITOR'S REPORT

Comes now the Mortgagor, W. Evans Buchanan Company and W. Evans Buchanan and Mary C. Buchanan, his wife, guarantors, and file exceptions to the Auditor's Report, and state that:

1. The Auditor, in his report dated January 25, 1979, stated in Paragraph 1 that a deficiency exists in the amount of $703,920.94.

2. On or about January 10, 1979, the Substitute Trustee filed a Waiver of Deficiency Judgment against W. Evans Buchanan Company, W. Evans Buchanan and Mary C. Buchanan, his wife, guarantors, waiving any deficiency judgment against W. Evans Buchanan Company, W. Evans Buchanan and Mary C. Buchanan, his wife in this matter.

WHEREFORE, the Mortgagor and Guarantors pray that the Court modify the Auditor's Report by stating in the alternative that:

a. The Auditor delete any reference to a deficiency judgment; or,

b. The Auditor note the waiver of any deficiency judgment in his report, and recommend to the Court that the court's order ratifying the Auditor's Report specify that all deficiency judgments have been waived by the noteholder.

LINOWES AND BLOCHER

By: Joseph P. Blocher

Joseph P. Blocher
8720 Georgia Avenue, #500
Silver Spring, Maryland 20910
301/588-8580

LAW OFFICES
LINOWES AND BLOCHER
FIFTH FLOOR
8720 GEORGIA AVENUE
SILVER SPRING, MD. 20910
(301) 588-8580

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 9th day of February, 1979, a copy of the foregoing Exceptions to Auditor's Report was mailed, postage prepaid, first class mail, to William N. Dunphy, P. O. Box 123, 101 North ADams Street, Rockville, Maryland 20850, to W. Evans Buchanan Company, 13415 Connecticut Avenue, Silver Spring, Maryland 20906, to Mr. W. Evans Buchanan, and Mrs. Mary Clifton Buchanan, 9616 Hawick Lane, Kensington, Maryland 20795, to D. Clifford Crook, III, Esquire, Louis J. Vermillion, Suite 1407, Unibank Building, 51 Monroe Street, Rockville, Maryland 20850, and to First Union National Bank of North Carolina, c/o Cameron-Brown Company, Attention: J. M. Brothers, Jr., Vice President, 4300 Six Forks Road, Raleigh, North Carolina 27609, and to Albert L. Ledgard, Jr., Esquire, Wilkes and Artis, 1666 K Street, Washington, D. C.20006.

Joseph P. Blocher

Joseph P. Blocher

LAW OFFICES
LINOWES AND BLOCHER
FIFTH FLOOR
8720 GEORGIA AVENUE
SILVER SPRING, MD. 20910
(301) 588-8580

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Sitting as a Court of Equity

WILLIAN N. DUNPHY Substitute Trustee vs. W. EVANS BUCHANAN COMPANY, a Maryland corporation, Mortgagor	))))))))	Equity No. 6289

WAIVER OF DEFICIENCY JUDGMENT

The First Union National Bank of North Carolina, Beneficiary under that certain deed of trust dated December 29, 1972, being foreclosed in this proceeding, and William N. Dunphy, Substitute Trustee, by their attorney, D. Clifford Crook, III do hereby waive deficiency judgments against the debtor, W. Evans Buchanan Company, a Maryland corporation, and W. Evans Buchanan and/or Mary C. Buchanan, his wife, guarantors, and release said debtor and guarantors from all personal liability whatsoever.

Respectfully submitted,

D. Clifford Crook III

D. Clifford Crook, III
Suite 1407
Unibank Building
51 Monroe Street
Rockville, Maryland 20850
301/279-7900

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 10 day of January, 1979, a copy of the foregoing Waiver of Deficiency Judgment was mailed, postage prepaid, first class mail, to Joseph P. Blocher, Esquire, Linowes and Blocher, 8720 Georgia Avenue, Silver Spring, Maryland 20910, attorney for W. Evans Buchanan Company and W. Evans Buchanan and Mary C. Buchanan.

D. Clifford Crook III

D. Clifford Crook, III

WILLIAM N. DUNPHY, Substitute Trustee
P.O. Box 123
101 North Adams Street
Rockville, MD 20850

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

VS.

W. EVANS BUCHANAN COMPANY,
a Maryland Corporation, Mortgagor
Suite 704 - 9720 Georgia Avenue
Silver Spring, MD 20910

IN EQUITY

NO. 6289

* * * * * * * * * * * * * * *

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on January 25, 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:

William N. Dunphy
P.O. Box 123
101 North Adams Street
Rockville, MD 20850

W. Evans Buchanan Company
Suite 704 - 9720 Georgia Avenue
Silver Spring, MD 20910
Attention: Robert E. Buchanan

Mr. W. Evans Buchanan and
Mrs. Mary Clifton Buchanan
9616 Hawick Lane
Kensington, MD 20795

D. Clifford Crook, III, Esq.
Lois J. Vermillion
Suite 1407, Unibank Building
51 Monroe Street
Rockville, MD 20850

First Union National Bank
of North Carolina
c/o Cameron- Brown Company
Attention: J. M. Brothers, Jr.
Vice President
4300 Six Forks Road
Raliegh, NC 27609

Pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify each of them, that this account was filed on January 25, 1979, with the Clerk of the Court, Centreville, Maryland, and the exceptions to said audit must be filed on or before February 13, 1979, and if no exceptions are filed within such fifteen-day period, the account may thereupon be ratified on February 14, 1979.

January 25, 1979

J. Thomas Clark
J. Thomas Clark, Auditor

758- 1392

WILLIAM N. DUNPHY, Substitute Trustee	*	IN THE CIRUCUIT COURT
VS.	*	
		FOR QUEEN ANNE'S COUNTY
W. EVANS BUCHANAN COMPANY,	*	
A maryland Corporation, Mortgagor		IN EQUITY NO. 6289
	*	

* * * * * * * * * * * * * *

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 D. Clifford Crook, III, Attorney for William N. Dunphy, Substitute Trustee , wherein it appears that the proceeds of sale are insufficient to pay said indebtedness; the deficiency being in the amount of $703,920.94.

2. That in the within account of William N. Dunphy, Substitute Trustee, charged with the proceeds of sale made by him, and he is allowed his commissions for said sale, and the attorney for William N. Dunphy,, Substitute Trustee, D. Clifford Crook, III, is allowed the court costs paid in this cause, the court costs due in this cause, the amount paid for advertising said sale and Order Nisi in this cause, the amount paid to the auctioneer for crying said sale, the amount paid for State and County Taxes in this cause, the fee of your Auditor for stating this account, and the balance was credited toward the indebtedness.

Respectfully submitted,

January 25, 1979

J. Thomas Clark

J. Thomas Clark, Auditor

CAUSE NO. 6289

The sale of land reported in this cause by William N. Dunphy, Substitute Trustee to sell the premises and convey the land in this suit.

CR.

1978 November 27	By proceeds of sale of land, per report of Trustee, to wit:----------	$990,000.00

DR.

Attorney's Fee		WAIVED	
To Trustee's Commissions on sale		$500.00	
To do for an amount paid Charles W. Cecil, Clerk by D. Clifford Crook, III Attorney for Substitute Trustee		50.00	
To do for an amount due Charles W. Cecil, Clerk for 1. Appearance Fee 2. Additional	 10.00 183.00	193.00	
To do for an amount paid The Banner by D. Clifford Crook, III, Attorney for Substitute Trustee for 1. Advertising said sale 2. Order Nisi	 567.00 12.00	579.00	
To do for an amount paid Adam A. Weschler & Son, Auctioneers and Appraisers for crying said sale		200.00	
To do for an amount paid Oscar A. Schulz, Treasurer for State and County Taxes prorated to January 8, 1979		463.84	
To do for an amount due your Audtior, J. Thomas Clark for Stating this account and notifying parties		250.00	
Bond premium		no fee	
To do for an amount due to the First Union National Bank of North Carolina for partial payment of the total indebtedness on Deed of Trust which includes interest of $1,691,685.10		987,764.16	
		$990,000.00	$990,000.00

January 25, 1979

J Thomas Clark
Auditor

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Sitting as a Court of Equity

WILLIAM N. DUNPHY, Substitute Trustee	)	
	)	
v.	)	
	)	Equity No. 6289
W. EVANS BUCHANAN COMPANY,	)	
A Maryland Corporation, Mortgagor	)	

EXCEPTION TO AUDITOR'S MOTION FOR FEE

COMES NOW William N. Dunphy, Substitute Trustee and states his exception to the Motion for Fee previously filed herein by J. Thomas Clark, Court Auditor, and as grounds therefor states as follows:

1. On December 29, 1978, J. Thomas Clark requested that the law firm of Wilkes & Artis prepare a proposed statement of account for the signature of Mr. Clark, and that his auditor's fee would be $60.00. A proposed statement of account was submitted on January 9, 1979 as requested; a copy thereof is attached hereto as Exhibit A.

2. Rule 12b of the Second Judicial Circuit provides for an auditor's fee of $45.00.

3. On January 16, 1979, Mr. Clark moved this Court to allow a special auditor's fee of $250.00, which motion was granted but rescinded by Order of the Court on January 23, 1979.

4. On January 25, 1979, Mr. Clark filed with this Court an audit statement of the proceedings herein which contained errors as more fully described in the Exception to Auditor's Account and Motion for Amended Statement of Account filed herein by William N. Dunphy, Substitute Trustee, on February 13, 1979, said Exception and Motion being incorporated herein by this reference.

5. Mr. Clark has rendered no service herein to justify allowance of a fee of $250.00.

WHEREFORE, based upon the foregoing, William N. Dunphy Substitute Trustee, respectfully requests the Court to deny the Auditor's Motion for a

LAW OFFICES
WILKES & ARTIS
1666 K STREET, N. W.
WASHINGTON, D. C. 20006
(202) 467-7800

Special Fee.

Respectfully submitted,

D. Clifford Crook III

D. Clifford Crook, III
WILKES & ARTIS
1666 K Street, N. W., Suite 600
Washington, D. C. 20006
(202) 457-7800
Attorney for William N. Dunphy,
Substitute Trustee

CERTIFICATE OF SERVICE

I hereby certify that on the 15th day of February, 1979, true copies of the foregoing Exception to Auditor's Account together with proposed Amended Statement of Account were mailed, postage prepaid, to Joseph P. Blocher, Esquire, 8720 Georgia Avenue, Silver Spring, Maryland 20910, counsel for W. Evans Buchanan Company; W. Evans Buchanan Company, 9720 Georgia Avenue, Silver Spring, Maryland 20910; and to J. Thomas Clark, 118 N. Commerce Street, Centreville, Maryland 21617.

D. Clifford Crook III

D. Clifford Crook, III

LAW OFFICES
WILKES & ARTIS
1666 K STREET, N. W.
WASHINGTON, D. C. 20006
(202) 457-7800

WILLIAM N. DUNPHY,
Substitute Trustee

vs.

W. EVANS BUCHANAN COMPANY,
A Maryland Corporation,
Mortgagor

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

No. 6289

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 D. Clifford Crook, III, Attorney for William N. Dunphy, Substitute Trustee, wherein it appears that the proceeds of sale are insufficient to pay said indebtedness. The deficiency being in the amount of $703,700.10, which includes taxes and costs; all of which deficiency has been waived per Waiver Of Deficiency Judgment filed in this proceeding on January 18, 1979.

That in the within account of William N. Dunphy, Substitute Trustee, he is charged with the proceeds of sale made by him, and he is allowed his commissions for said sale, the court costs, the amount paid for advertising said sale and Order Nisi in this cause, the amount paid to the auctioneer for crying said sale, the fee of your Auditor for stating this account, and the balance was credited toward the indebtedness.

Respectfully submitted,

J. Thomas Clark, Auditor

February 28, 1979

CAUSE NO. 6289

The sale of land reported in this cause by William N. Dunphy, Substitute Trustee to sell the premises and convey the land in this suit.

Cr.

1978

November 27 By Proceeds of sale of land, per report of Trustee, to wit:----------$990,000.00

Dr.

Attorney's fee----------		waived
To Trustee's Commissions on sale		$500.00
To Do for an amount paid Charles W. Cecil, Clerk, by D. Clifford Crook, III, Attorney for Substitute Trustee		50.00
To Do for an amount due Charles W. Cecil, Clerk, 1. Appearance fee 2. Additional	$ 10.00 183.00	193.00
To Do for an amount paid The Banner by D. Clifford Crook, III, Attorney for Substitute Trustee 1. Advertising sale 2. Order Nisi	567.00 12.00	579.00
To Do for an amount paid Adam A. Weschler & Son, Auctioneers and Appraisers, for crying said sale		200.00
To Do for an amount paid J. Thomas Clark, Auditor, for stating this account and notifying parties		250.00
Bond premium		no fee
To Do for an amount due to the First Union National Bank of North Carolina for partial payment of the total indebtedness on Deed of Trust which includes interest of $1,691,685.10		988,228.00
		990,000.00 990,000.00

February 28, 1979

Auditor

WILLIAM N. DUNPHY,
Substitute Trustee

vs.

W. EVANS BUCHANAN COMPANY,
A Maryland Corporation,
Mortgagor

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

NO. 6289

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on February 28, 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:

William N. Dunphy
P. O. Box 123
101 North Adams Street
Rockville, MD 20850

D. Clifford Crook, III, Esq.
Lois J. Vermillion
Suite 1407, Umibank Bldg.
51 Monroe Street
Rockville, MD 20850

W. Evans Buchanan Company
Suite 704 - 9720 George Ave.
Silver Spring, MD 20910
Attention: Robert E. Buchanan

First Union National Bank
of North Carolina
c/o Cameron-Brown Co.
Attn: J. M. Brother, Jr., Vice Pres.
4300 Six Fordk Road
Raliegh, NC 27609

Mr. W. Evans Buchanan and
Mrs. Mary Clifton Buchanan
9616 Hawick Lane
Kensington, MD 20795

Pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify each of them, that this account was filed on February 28, 1979, with the Clerk of the Court, Centreville, Maryland, and the exceptions to said audit must be filed onor before March 15, 1979, and if no exceptions are filed within such fifteen-day period, the account may thereupon be ratified on March 16, 1979.

February 28, 1979

J. Thomas Clark, Auditor

RECEIVED
CLERK, CIRCUIT COURT
1979 FEB 28 PM 1:21
QUEEN ANNE'S COUNTY

WILLIAM N. DUNPHY, Sub. Tr.	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6289
W. EVANS BUCHANAN COMPANY	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 28th day of February, 19 79, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 16th day of March, 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 February 28, 1979

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Sitting as a Court of Equity

WILLIAM N. DUNPHY, Substitute Trustee	:	
v.	:	Equity No. 6289
W. EVANS BUCHANAN COMPANY, a Maryland Corporation, Mortgagor	:	
	:	

EXCEPTION TO AUDITOR'S AMENDED STATEMENT OF ACCOUNT

COMES NOW William N. Dunphy, Substitute Trustee by and through his attorney, pursuant to Rule 595(g)(2) of the Maryland Rules of Procedure, and states his exception to the Amended Statement of Account filed herein by J. Thomas Clark on February 28, 1979, and as grounds therefor states as follows:

1. The Amended Statement of Account is incorrect and does not address or cure the errors numbered 1 through 4 of the Exception to Auditor's Account filed herein by the Substitute Trustee on February 13, 1979, which is hereby renewed and incorporated herein by this reference.

2. The Amended Statement of Account includes a charge to the Substitute Trustee of an Auditor's fee of $250.00, despite the Court's previous order denying this fee and despite no action having been taken on the Substitute Trustee's Exception to Auditor's Motion for Fee, which is hereby renewed and incorporated herein by this reference.

WHEREFORE, based upon the foregoing, William N. Dunphy, Substitute Trustee, respectfully requests the Court as follows:

1. To grant his Motion for Amended Statement of Account filed herein on February 13, 1979; and

2. To deny a fee to the Auditor based upon the grounds stated in the Exception to Auditor's Motion for Fee filed herein on February 15, 1979, and upon the further ground that the Auditor fails and refuses to submit an accurate accounting.

LAW OFFICES
WILKES & ARTIS
1666 K STREET, N. W.
WASHINGTON, D. C. 20006

(202) 457-7600

Respectfully submitted,

D. Clifford Crook III

D. Clifford Crook, III
WILKES & ARTIS
1666 K Street, N. W.
Suite 600
Washington, D. C.
457-7800

Attorney for William N. Dunphy,
Substitute Trustee

CERTIFICATE OF SERVICE

I hereby certify that on the 9th day of March, 1979, true copies of the foregoing Exception to Auditor's Amended Statement of Account were mailed, postage prepaid, to Joseph P. Blocher, Esquire, 8720 Georgia Avenue, Silver Spring, Maryland 20910, counsel for Mortgagor, and to J. Thomas Clark, 118 N. Commerce Street, Centreville, Maryland 21617.

D. Clifford Crook III

D. Clifford Crook, III

LAW OFFICES
WILKES & ARTIS
1666 K STREET, N. W.
WASHINGTON, D. C. 20005

(202) 457-7800

WILLIAM N. DUNPHY,
Substitute TrusteE

vs.

W. EVANS BUCHANAN COMPANY

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 6289

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 by the Order of the Court, wherein it appears that there is a deficit of $2,251,944.24.

2. That in the within account William N. Dunphy, Substitute Trustee, is charged with the proceeds of sale made by him; and he is allowed thereafter court costs, clerk's additional fees, auditor's fee, advertising costs, auctioneer's fee,&trustee's commissions.

Respectfully submitted,

J. Thomas Clark

J. Thomas Clark, Auditor

April 3, 1979

CAUSE NO. 6289

The sale of land reported in this cause by William N. Dunphy, Substitute Trustee, to sell the premises and convey the land in this cause.

1978 November 27	Proceeds of Sale		$990,000.00
	Court costs	$50.00	
	Clerk's Additional fees	193.00	
	Auditor's fee	250.00	
	Advertising costs	579.00	
	Bond Premium	no fee	
	Taxes (prorated to Jan. 8, 1979, date of recordation of Trustee's Deed)		463.84
	Auctioneer's fee	200.00	
	Trustee's commissions	500.00	
	Attorney's fee	waived	
	Deed of Trust (as per Affidavit as of October 31, 1978)	3,240,636.08	
	Deficit		2,251,944.24
	TOTAL	$3,242,408.08	$3,242,408.08

April 3, 1979

J. Thomas Clark

J. Thomas Clark, Auditor

WILLIAM N. DUNPHY,
Substitute Trustee

vs.

W. EVANS BUCHANAN COMPANY

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY No. 6289

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certified that on April 3, 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 to this cause, to wit:

Willian N. Dunphy
P. O. Box 123
101 North Adams Street
Rockville, MD 20850

W. Evans Buchanan Company
Suite 704 - 9720 Georgia Ave.
Silver Spring, MD 20910
Attn: Robert E. Buchanan

W. Evans Buchanan and
Mary Clifton Buchanan
9616 Hawick Lane
Kensington, MD 20795

D. Clifford Crook, III, Esq.
Lois J. Vermillion
Suite 1407, Unibank Bldg.
51 Monroe Street
Rockville, MD 20850

First Union National Bank
of North Carolina
c/o Cameron-Brown Company
Attn: J. M. Brothers, Jr.,
Vice President
4300 Six Forks Road
Raleigh, N.C. 27609

Pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify each of them, that this account was filed on April 3, 1979, with the Clerk of the Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before April 18, 1979, and if no exceptions are filed within such fifteen-day period, the account may thereupon be ratified on April 19, 1979.

J. Thomas Clark

J. Thomas Clark, Auditor

April 3, 1979

WILLIAM N. DUNPHY, Sub. Tr.	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6289
W. EVANS BUCHANAN COMPANY	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 3rd day of April, 19 79, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 19th day of April, 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 April 3, 1979

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND

Sitting as a Court of Equity

WILLIAM N. DUNPHY Substitute Trustee vs. W. EVANS BUCHANAN COMPANY, a Maryland corporation, Mortgagor	))))))))	Equity No. 6289

EXCEPTIONS TO AUDITOR'S REPORT

Comes now the Mortgagor, W. Evans Buchanan Company and W. Evans Buchanan and Mary C. Buchanan, his wife, guarantors, and file exceptions to the Auditor's Report, and state that:

1. The Auditor, in his report dated January 25, 1979, stated in Paragraph 1 that a deficiency exists in the amount of $703,920.94.

2. On or about January 10, 1979, the Substitute Trustee filed a Waiver of Deficiency Judgment against W. Evans Buchanan Company, W. Evans Buchanan and Mary C. Buchanan, his wife, guarantors, waiving any deficiency judgment against W. Evans Buchanan Company, W. Evans Buchanan and Mary C. Buchanan, his wife, in this matter.

3. On or about February 9, 1979, the Mortgagor filed exceptions to the Auditor's Report requesting that the Court modify the Auditor's Report by deleting any reference to a deficiency judgment or by noting the waiver of any deficiency judgment in the report, and recommending to the Court that the Court Order ratifying the Auditor's Report specify that all deficiency judgments have been waived by the noteholder. No action was taken by the Court with respect to the exceptions to the report filed by the Mortgagor.

LAW OFFICES
LINOWES AND BLOCHER
FIFTH FLOOR
8720 GEORGIA AVENUE
SILVER SPRING, MD. 20910
(301) 588-8580

4. The Auditor in his Report dated April 3, 1979, stated in Paragraph 1 that a deficiency exists in the amount of $2,251,944.24.

WHEREFORE, the Mortgagor and Guarantors pray that the Court modify the Auditor's Report by stating in the alternative that:

a. The Auditor delete any reference to a deficiency judgment; or,

b. The Auditor note the waiver of any deficiency judgment in his report, and recommend to the Court that the court order ratifying the Auditor's Report specify that all deficiency judgments have been waived by the noteholder.

LINOWES AND BLOCHER

By: Joseph P. Blocher

Joseph P. Blocher
8720 Georgia Avenue
Suite 500
Silver Spring, Maryland 20910
301/588-8580

LAW OFFICES
LINOWES AND BLOCHER
FIFTH FLOOR
8720 GEORGIA AVENUE
SILVER SPRING, MD. 20910
(301) 588-8580

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 17th day of April, 1979, a copy of the foregoing Exceptions to Auditor's Report was mailed, postage prepaid, first class mail, to William N. Dunphy, P. O. Box 123, 101 North Adams Street, Rockville, Maryland 20850; to W. Evans Buchanan Company, 13415 Connecticut Avenue, Silver Spring, Maryland 20906, to Mr. W. Evans Buchanan and Mrs. Mary Clifton Buchanan, 9616 Hawick Lane, Kensington, Maryland 20795; to D. Clifford Crook, III, Esquire, Louis J. Vermillion, Suite 1407, Unibank Building, 51 Monroe Street, Rockville, Maryland 20850; and to First Union National Bank of North Carolina, c/o Cameron Brown Company, Attention: J. M. Brothers, Jr., Vice President, 4300 Six Forks Road, Raleigh, North Carolina 27609, and to Albert L. Ledgard, Jr., Esquire, Wilkes and Artis, 1666 K Street, Washington, D. C. 20006.

Joseph P. Blocher

LAW OFFICES
SINOWES AND BLOCHER
FIFTH FLOOR
8720 GEORGIA AVENUE
SILVER SPRING, MD. 20910
(301) 588-8580

KTE:mfp:4/23/79

UBER 11 PAGE 186

WILLIAM N. DUNPHY, SUBSTITUTE TRUSTEE	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
VS.	:	IN EQUITY
W. EVANS BUCHANAN COMPANY	:	No. 6289

ORDER RATIFYING AMENDED AUDIT
FILED April 3, 1979

Upon a consideration of the amended Audit filed herein on April 3, 1979 and of the Exceptions thereto of the mortgagor, it is this 23rd day of April, 1979, hereby ORDERED by the Circuit Court for Queen Anne's County, in Equity, that said audit be and it is hereby amended by providing that the deficiency judgment in the amount of $2,251,944.24 has been waived by the noteholder, and as amended said audit be and it is hereby finally ratified.

K. Thomas Evernham
Judge

RECEIVED
CLERK, CIRCUIT COURT
1979 APR 23 PM 1:02
QUEEN ANNE'S COUNTY

PETITION FOR FORECLOSURE *

KEY FEDERAL SAVINGS AND LOAN ASSOCIATION
8601 Liberty Road *
Randallstown, Maryland 21133

AUG -4-78 A 328188 *****50 00

Plaintiff * IN THE

vs.

*

SHIPSHAPE BUILDERS, INC.
c/o Rick Rigatuso, Resident Agent
2307 W. Patapsco Avenue *
Baltimore, Maryland 21230

CIRCUIT COURT

CONCETTA RIGATUSO
1235 W. Cross Street *
Baltimore, Maryland 21230

OF

DOMINIC RIGATUSO *
JUNE RIGATUSO
2307 W. Patapsco Avenue
Baltimore, Maryland 21230 *

QUEEN ANNE'S COUNTY

RICK RIGATUSO
SHIRLEY RIGATUSO
53 Jumpers Hole Road *
Pasadena, Maryland 21122

IN EQUITY 6231

Defendants

* * * * * * * *

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of the plaintiff respectfully represents

That on the 13th day of April, 1977, the defendants executed and delivered to Key Federal Savings and Loan Association, a mortgge upon real property in the County of Queen Anne's, therein described, to secure the payment of the mortgage debt of $35,600.00, 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.

RECEIVED
CLERK, CIRCUIT COURT
1978 AUG -4 PM 4:24
QUEEN ANNE'S COUNTY

Gordon B. Heyman

Gordon B. Heyman
Attorney For Key Federal Savings & Loan
2221 Maryland Avenue
Baltimore, Maryland
366-1710

LIBER 11 PAGE 187

LIBER 11 PAGE 188

Key Federal Savings and Loan Association 8601 Liberty Rd., Randallstown, Md. 21133 ~~Mortgagee~~ Plaintiff	NO. 6231 EQUITY IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
vs.	
SHIPSHAPE BUILDERS, INC. CONCETTA RIGATUSO DOMINIC RIGATUSO JUNE RIGATUSO RICK RIGATUSO SHIRLEY RIGATUSO Defendants	

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 13, 1977 and recorded among the Land Records of Queen Anne's County in Liber CWC No. 118 folio 374 in the amount of $35,600.00.

Unpaid Principal Balance	$35,100.00
Interest to April 11, 1978	872.05
Late Charges	24.66
TOTAL	$35,996.71

Add interest of $ 9.02 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.

Gordon B. Heyman
~~Barbara Joan Gruman~~, Notary Public
Gordon B. Heyman

GORDON B. HEYMAN NOTARY PUBLIC BALTIMORE COUNTY

My Commission Expires July 1, 1982

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 ~~XXXXXXXXXXXX~~ Plaintiff vs. SHIPSHAPE BUILDERS, INC. CONCETTA RIGATUSO DOMINIC RIGATUSO JUNE RIGATUSO RICK RIGATUSO SHIRLEY RIGATUSO Defendants	No. 6231 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 not members of the Enlisted Reserve Corps who have been order to report for military service.

KEY FEDERAL SAVINGS AND LOAN ASSN.

BY: Philip Glazer
Philip Glazer, President

Subscribed and sworn to before me
this 2 day of August, 19

Gordon B. Heyman
~~Barbara Joan Grannen~~, Notary Public
Gordon B. Heyman

GORDON B. HEYMAN NOTARY PUBLIC BALTIMORE COUNTY

My Commission Expires July 7, 1982

LIBER 11 PAGE 190

LIBER 118 PAGE 374

Exhibit No. 1

DOCUMENT NO. 88,074

INDIVIDUAL & CORPORATE

City and County Form — Construction

This Mortgage, made this 13th day of April, in the year one thousand, nine hundred and Seventy Seven, between Shipshape Builders, Inc., a body corporate of the State of Maryland; Concetta Rigatuso, Dominic Rigatuso, June Rigatuso, Rick Rigatuso and Shirley Rigatuso

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 Thirty Five Thousand Six Hundred and no/100 ($35,600.00) ---------- 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 instalments, with interest at the rate of nine ½ % 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, 19 77, 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.

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 4th elec.dist.Queen Anne's County in said State, and described as follows:

ALL that lot or parcel of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, set forth and shown on a plat entitled "Plat 2, Tower Gardens on the Bay, Kent Island, Queen Anne's County, Maryland", by Thomas G. Oyster and Associates, registered surveyors, dated July 1952, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 5, folio 492, said lot being known and designated thereon as Lot No. 11, Block L, of Tower Gardens on the Bay.

BEING the same lot 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 Charles W. Elton, III and Carol Ann Elton, his wife, unto the Grantors herein.

SUBJECT, NEVERTHELESS, to those restrictive covenants and conditions contained in a Deed of Covenants by Tower Gardens on the Bay, Inc., dated Septerber 12, 1952 and recorded among the Queen Anne's County Land Records in Liber T.S.P. No. 6, folio 357 and by Deed of Covenants, by Twinbridge, Inc., dated April 5, 1973 and recorded among the Queen Anne's County Land Records in Liber C.W.C. No. 74, folio 45, and by Articles of Amendment dated September 20, 1973 and recorded in Liber C.W.C. No. 77, folio 649 and by Articles of Amendment dated June 12, 1975 and recorded in Liber C.W.C. No. 94, folio 137.

THIS CONVEYANCE is also subject to the existing easements, rights of way and agreements for roadways, electric transmission lines and telephone lines, and the service and maintenance thereof.

112181

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 covenants, 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.

RECEIVED FOR RECORD
& RECORDED IN LIBER 118
NO. 11 FOLIO 374

1977 APR 21 PM 4:34

RECORD FOR
QUEEN ANNE'S CO., MD.
CHARLES W. CECIL, CLERK

APR 21-77 * 29776 ****100.30
APR 21-77 A 29776 *****85.80
APR 21-77 A 29775 *****14.50

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, ~~for and during the term of years equal to one year less than the term of years for which the payment of the ground rent of ... payable ... shall be in arrear and unpaid, and upon the payment of the ground rent aforesaid, then to be held for the benefit of the mortgagor, its heirs and assigns forever.~~ 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 principal, 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 Five Hundred and no/100 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. Shipshape Builders, Inc.

WITNESS the hand and seal of said Mortgagor-Guarantor. BY: Rick Rigatuso, President

WITNESS:

Barbara Jean Grannan

Concetta Rigatuso (SEAL)

Dominic Rigatuso (SEAL)

Jung Rigatuso (SEAL)

Rick Rigatuso (SEAL)

Shirley Rigatuso (SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I hereby certify that on this 13th 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 Pres. of Shipshape Builders, Inc. and Concetta Rigatuso, Dominic Rigatuso, June Rigatuso, Rick Rigatuso & Shirley Rigatuso individually 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 Jean Grannan, Notary

My Commission Expires July 1, 1978

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 ~~6238~~ 6231

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 reposed 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 Turnedge
Judge

RECEIVED
CLERK, CIRCUIT COURT
1978 AUG -8 AM 11:51
QUEEN ANNE'S COUNTY

LIBER 11 PAGE 194

Aly. 6232

Ætna 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.

Signed, Sealed and Delivered in the presence of:

Gordon B Hagner

Regina Tilson

Bernard Dackman (SEAL)
Bernard Dackman

THE ÆTNA CASUALTY AND SURETY COMPANY

James B. Carver (SEAL)
James B. Carver, Attorney-in-Fact

Certified copy of Power of Attorney attached

SURETY APPROVED AND BOND FILED ON Sept. 27, 1978

IL-247-D1 10-68 B-112

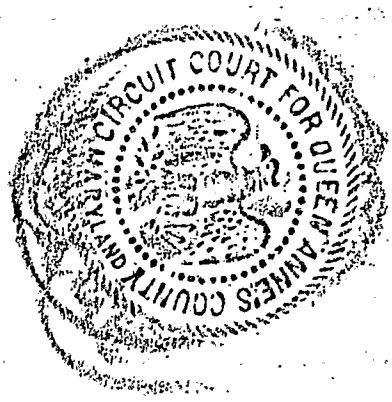
CAT. 174808 PRINTED IN U.S.A.

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~~ 6231

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

LIBER 10 PAGE 718

JUDICIAL SALES • REAL ESTATE SALES • MERCHANDISE SALES • APPRAISALS

Alex Cooper Auctioneers AUCTIONEERS — ORIENTAL RUG IMPORTERS — APPRAISERS

JOSEPH A. COOPER
President
RES.: 484-4987

345 N. CHARLES STREET
BALTIMORE, MD. 21201
OFFICE: 752-4868

L

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

LIBER 11 PAGE 198

JUDICIAL SALES • REAL ESTATE SALES • MERCHANDISE SALES • APPRAISALS

Alex Cooper Auctioneers — 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. Agee
Notary Public

JACQUELINE B. AGEE
NOTARY PUBLIC
BALTIMORE COUNTY, MD.

RECEIVED
CLERK. CIRCUIT COURT
1978 OCT -6 AM 9:49
QUEEN ANNE'S COUNTY

LIBER 10 PAGE 720

JUDICIAL SALES • REAL ESTATE SALES • MERCHANDISE SALES • APPRAISALS

Alex Cooper Auctioneers 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 Set:

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.

Purchaser

Purchaser

(SEAL) Joseph A. Cooper
Notary Public

NOTARY PUBLIC BALTIMORE CO., MD.

RECEIVED
CLERK, CIRCUIT COURT
1978 OCT -6 AM 9:49
QUEEN ANNE'S COUNTY

LIBER 11 PAGE 200

LAW OFFICES
IRWIN R. COHEN
BERNARD DACKMAN
2221 MARYLAND AVENUE
BALTIMORE, MARYLAND 21218

RETURNED TO SENDER
REASON INDICATED
Refused
Unclaimed
Addressee unknown
Insufficient Address
No such street number
No such office in state
Do not remail in this envelope

? Unk

Shipshape Builders, Inc.
c/o Rick Rigatuso, Resident Agent
2307 W. Patapsco Avenue
Baltimore, Maryland 21230

CERTIFIED MAIL
No. 667144

☒ 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 H. HEYMAN

September 18, 1978

Shipshape Builders, Inc.
c/o Rick Rigatuso, Resident Agent
2307 W. Patapsco Avenue
Baltimore, Maryland 21230

RE: Key Federal [illegible]
Lot 11, [illegible]
on the E[illegible]
County, [illegible]

Dear [illegible]

This is to advise you that the above captioned property will be sold on the premises by Alex Cooper Auctioneers, Inc. on [illegible] September 27, 1978 at 2:00 P.M. This will be a public auction [illegible] and the terms of sale will be as follows: 10% down at [illegible] with the balance to be [illegible] upon the final ratification [illegible] the Circuit Court for Anne Arundel County, in Equity.

Very truly yours,

Bernard Dackman, Trustee

Certified Mail # 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 ..... 05¢; 2. Shows to whom, date and where delivered ..... 25¢; With delivery to addressee only ..... 05¢	
DELIVER TO ADDRESSEE ONLY ..... 05¢	
SPECIAL DELIVERY (extra fee required)	

PS Form 3800 Apr. 1971 — NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL — (See other side) — ☆ GPO : 1971 O - 460-743

No. 667144

RECEIVED
CLERK CIRCUIT COURT
1978 OCT -6 AM 9:49
QUEEN ANNE'S COUNTY

LIBER 10 PAGE 722

LAW OFFICES

COHEN AND BACKMAN

2221 MARYLAND AVENUE

BALTIMORE, MARYLAND 21218

301/366-1710

IRWIN R. COHEN
BERNARD BACKMAN
GORDON L. HEYMAN

September 18, 1978

Concetta Rigatuso
1235 W. Cross Street
Baltimore, Maryland 21230

RE: Key Redoubt [illegible]
Lot 11, [illegible]
on the [illegible]
County, [illegible]

Dear [illegible]

This is to advise you that the above captioned prop[illegible] will sold on the premises by Alan Cooper Auctioneers, Inc. [illegible] September 27, 1978 at 2:00 P.M. . This will be a publ[illegible] auction and the terms of sale will be as follows: 10% down [illegible] with the balance being due upon the final ratification [illegible] the Circuit Court of Queen Anne's County, in Equity.

Very truly yours,

Bernard Backman, Trustee

Certified Mail 667145

No. 667145

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

SENT TO Concetta Rigatuso	POSTMARK OR DATE
STREET AND NO. 1235 W. Cross Street	9/20/78
P.O., STATE AND ZIP CODE Baltimore, Maryland 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 3800 Apr. 1971 NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL (See other side)

☆ GPO : 1973 O - 460-743

RECEIVED CLERK OF CIRCUIT COURT 1978 OCT -6 AM 9:49 QUEEN ANNE'S COUNTY

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 addressee or agent)

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

4. DATE OF DELIVERY SEP 27 1978 POSTMARK

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

LIBER 11 PAGE 201

LAW OFFICES
IRWIN R. COHEN
BERNARD DACKMAN
2221 MARYLAND AVENUE
BALTIMORE, MARYLAND 21218

CLAIM CHECK NO. 162270
HOLD
DATE
1ST NOTICE
2ND NOTICE
RETURN
Detached from PS Form 3849-A Feb. 1973

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
Not delivered

United States 13c | United States 13c | United States 13c | United States 13c

Rick Rigatuso
Shirley Rigatuso
53 Jumpers Hole Road
Pasadena, Maryland 21122

CERTIFIED MAIL
No. 667147

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 T. HEYMAN

September 18, 1978

Rick Rigatuso
Shirley Rigatuso
53 Jumpers Hole Road
Pasadena, Maryland 21122

RE: Key Federal [illegible]
Lot 11, [illegible]
on the [illegible] 2, [illegible]
County, [illegible]

Dear [illegible]

This is to advise you that the above captioned property will [illegible] sold on the premises by Alan Cooper Auctioneers, Inc. [illegible] September 27, 1978 at 2:00 P.M. [illegible]. This will be a public auction and the terms of sale will be as follows: 10% down [illegible] within the bidder's time [illegible] upon the final ratification [illegible] the Circuit Court of Anne Arundel County, in Equity.

Very truly yours,

Bernard Dackman, Trustee

Certified Mail # 667147

RECEIVED
CLERK CIRCUIT COURT
1978 OCT -6 AM 8 46
QUEEN ANNE'S COUNTY

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

SENT TO Rick Rigatuso Shirley	POSTMARK OR DATE
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 ..... 10¢ 2. Shows to whom, date and address delivered ..... 15¢ With delivery to addressee only ..... 15¢ With delivery to addressee only ..... 20¢	
DELIVER TO ADDRESSEE ONLY	
SPECIAL DELIVERY (extra fee)	(See other side)

PS Form 3800 Apr. 1971 — NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL — GPO: 1972 O - 460-743

No. 667147

LIBER 10 PAGE 725

LAW OFFICES
IRWIN R. COHEN
BERNARD DACKMAN
2221 MARYLAND AVENUE
BALTIMORE, MARYLAND 21218

Unclaimed
Addressee unknown
Insufficient Address
No such street number
No such office in state
Do not recall in this office
21230

REASON REFUSED
Refused

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 M. 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

RECEIVED
CLERK, CIRCUIT COURT
1978 OCT -6 AM 9:49
QUEEN ANNE'S COUNTY

No. 667146

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

SENT TO
Dominic Rigatuso, June
STREET AND NO.
2307 W. Patapsco Ave
P.O., STATE AND ZIP CODE
Balto. Md. 21230

POSTMARK OR DATE

OPTIONAL SERVICES FOR ADDITIONAL FEES

RETURN RECEIPT SERVICES
1. Shows to whom and date delivered ..... 15¢
With delivery to addressee only ..... 65¢
2. Shows to whom, date and where delivered .. 35¢
With delivery to addressee only ..... 85¢
DELIVER TO ADDRESSEE ONLY ..... 50¢
SPECIAL DELIVERY (extra fee required) .....

PS Form 3800 Apr. 1971
NO INSURANCE COVERAGE PROVIDED—NOT FOR INTERNATIONAL MAIL
(See other side)
GPO 1972 O - 468-743

LIBER 11 PAGE 203

KEY FEDERAL SAVINGS AND LOAN ASSOCIATION	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.		OF
SHIPSHAPE BUILDERS, INC. et al	*	QUEEN ANNE'S COUNTY
Defendants	*	IN EQUITY
		No. ~~6232~~ 6231 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
Charles W. Cecil
Clerk of the Court

Filed: October 6, 1978

KEY FEDERAL SAVINGS & LOAN ASSOCIATION	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.		FOR
	:	
SHIPSHAPE BUILDERS, INC.		QUEEN ANNE'S COUNTY
Defendant	:	CWC-6/~~6232~~ 6231

--- 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.

(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: 2/1/82

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

KEY FEDERAL SAVINGS & LOAN ASSOCIATION	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.		FOR
SHIPSHAPE BUILDERS, INC.	:	QUEEN ANNE'S COUNTY
Defendant	:	CWC-6/6231

- - - 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

LIBER 11 PAGE 208 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 Septmmber 78 ..... 19....

BAY PUBLISHING CORPORATION
Publishers

By Phyllis Welch

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 that lot or parcel of land situate, lying and being on Kent Island, in the Fourth Election district of queen Anne's County, State of Maryland, set forth and shown on a plat entitled "Plat 2, Tower Gardens on the Bay, Kent Island, Queen Anne's County, Maryland," by Thomas G. Oyster and Associates, registered surveyors, dated July 1952, and recorded among the Land Records of Queen Anne's County, in Liber T.S.P. No. 5, folio 492, said lot being known and designated therein as Lot No. 11, Block L, of Tower Gardens on the Bay.

The improvements consist of a 3 bedroom, 1 bath Rambler with aluminum exterior, built over a crawl space and approximately 95% 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) 752-4808

H.O.-9-5-4

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 Phyllis Welch

RECEIVED
CLERK CIRCUIT COURT
1978 NOV 16 PM 1:46
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 Plaintiff vs. SHIPSHAPE BUILDERS, INC. et al Defendants	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY No. 6231 Equity

ORDER OF RATIFICATION OF SALE

It is ordered, this 16 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 other costs, fees and expenses of the said Trustee, as he shall produce satisfactory vouchers therefor.

B. Hackett Turner Jr.
Judge

KEY FEDERAL SAVINGS AND
LOAN ASSOCIATION

VS.

SHIPSHAPE BUILDERS, INC.
CONCETTA RIGATUSO
DOMINIC RIGATUSO
JUNE RIGATUSO
RICK RIGATUSO
SHIRLEY RIGATUSO

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

No. 6231

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, Esquire, of Cohen and Dackman, Irwin R. Cohen being the attorney named in the mortgage, wherein it appears that the proceeds of sale are insufficient to pay both the principal and interest of said indebtedness. The deficiency being in the amount of $ 423.74 ; therefore, the claim filed in said cause of Dealers Aluminum Installation Service, Inc. has not been allowed.

2. That in the within account of Bernard Dackman, Agent and Trustee, he is charged with the proceeds of sale made by him, the interest and prorata share of State and County taxes; and thereafter is allowed the counsel fee under the terms of the mortgage, the commissions for making said sale, the court costs paid, the court costs due, the premium on the bond, an amount paid for State and County taxes, the several costs paid for advertising said sale and for the Order Nisi on sale, the fee of the auctioneer, per Order Of Court, the fee of your Auditor, for stating said account, and the balance was credited toward the mortgage indebtedness.

Respectfully submitted,

J. Thomas Clark

J. Thomas Clark, Auditor

April 28, 1979

RECEIVED
CLERK OF CIRCUIT COURT
1979 APR -3 PM 2:41
QUEEN ANNE'S COUNTY

CAUSE NO. 6231

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 report of said Agent and Trustee	$42,000.00
	Interest for 2 months and 18 days on $37,000.00	741.60
	State and County taxes for 9 months and 3 days, for 1978-79	122.00
	By Gross Proceeds of sale	$42,863.60

Cr.

To Gordon B. Heyman of Cohen and Dackman for: 1. Counsel fee for mortgage	$ 500.00	
2. Commissions on sale	2,250.00	$ 2,750.00
To Do., for an amount paid Charles W. Cecil, Clerk, for advanced filing fee		50.00
To Do., for an amount due Marguerite W. Mankin, 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		176.00
To Do., for an amount paid Oscar A. Schulz, Treasurer for Queen Anne's County, for State and County Taxes on property		1,001.57
To Do., for an amount paid The Queen Anne's Record-Observer for: 1. Advertising said sale	$1 105.00	
2. Publishing Order Nisi	42.00	147.00
To Do., for an amount paid The Sunpapers for advertising said sale		179.65
To Do., for an amount due Alex Cooper Auctioneers, Inc., for crying said sale, per Order of Court		420.00
To do., for an amount due J. Thomas Clark, Auditor, for 1. Stating this account	$ 45.00	
2. Notifying parties	10.00	55.00

Ma April 13, 1979

J. Thomas Clark
Auditor

To do., for an amount due Key Federal Savings and Loan Association for full payment of principal in the amount of $35,100.00 and partial payment of interest in the total amount of $3,307.12

37,983.38	
$42,863.60	$42,863.60

April 3, 1979

J. Thomas Clark

J. Thomas Clark, Auditor

KEY FEDERAL SAVINGS AND LOAN ASSOCIATION

vs.

SHIPSHAPE BUILDERS, INC.
CONCETA RIGATUSO
DOMINIC RIGATUSO
JUNE RIGATUSO
RICK RIGATUSO
SHIRLEY RIGATUSO

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S

COUNTY

NO. 6231

In Equity

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on April 23, 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 to this cause, to wit:

Key Federal Savings and Loan Association
8601 Liberty Road
Randallstown, MD 21122

Gordon B. Heyman, Esq.
Cohen and Dackman
2221 Maryland Avenue
Baltimore, MD 21218

Bernard Dackman, Esq.
2221 Maryland Avenue
Baltimore, MD 21218

Shipshape Builders, Inc.
c/o Rick Rigatuso, Res. Agent
2307 W. Patapsco Avenue
Baltimore, MD 21230

Concetta Rigatuso
1235 W. Cross Street
Baltimore, MD

Dominic Rigatuso
June Rigatuso
2307 W. Patapsco Avenue
Baltimore, MD 21230

Rick Rigatuso
Shirley Rigatuso
53 Jumpers Hole Road
Pasadena, MD 21122

Dealers Aluminum Installation Service, Inc.
c/o William J. Pittler, Esq.
Miller, Rosenthal, Pittler & Kaufman, P.A.
1212 Blaustein Bldg.
One North Charles Street
Baltimore, MD 21201

Pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify each of them, that said account was filed on April 23, 1979, with the Clerk of the Court, Centreville, Maryland, and that exceptsions to said audit must be filed on or before April 18, 1979, and if no exceptions are filed within such fifteen-day period, the account may thereupon be ratified on April 19, 1979.

J. Thomas Clark

J. Thomas Clark, Auditor

April 3, 1979

KEY FEDERAL SAVINGS AND LOAN ASSOCIATION	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
	*	No. 6231
SHIPSHAPE BUILDERS, INC., et al.	*	
	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 3rd day of April, 19 79, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 19th day of April, 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. Maskin Clerk

Filed April 3, 1979

KEY FEDERAL SAVINGS AND LOAN ASSOCIATION Plaintiff	*	IN THE CIRCUIT COURT
vs.	*	FOR QUEEN ANNE'S
SHIPSHAPE BUILDERS, INC. CONCETA RIGATUSO DOMINIC RIGATUSO JUNE RIGATUSO RICK RIGATUSO SHIRLEY RIGATUSO Defendants	*	COUNTY
	*	NO. 6231
	*	In Equity

PETITION TO REMOVE PLEADINGS AND PAPERS
AND TO RESTATE AUDITOR'S ACCOUNT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Now comes Key Federal Savings and Loan Association, Petitioner, by Gordon B. Heyman and Cohen and Dackman, its attorneys, and respectfully represents unto this Honorable Court:

1. On August 4, 1978, a Petition for Foreclosure with Exhibit, Statement of Mortgage Claim and Affidavit requesting the foreclosure of a mortgage recorded among the Land Records of Queen Anne's County in Liber 118 page 74 and secured by Lot No. 11, Block L, Tower Gardens on the Bay were received by the Clerk of the Circuit Court for Queen Anne's County. Said Petition and supporting papers were marked Equity Case No. 6231.

2. Also on August 4, 1978, a Petition for Foreclosure with Exhibit, Statement of Mortgage Claim and Affidavit requesting the foreclosure of a mortgage recorded among the Land Records of Queen Anne's County in Liber 119 page 24 and secured by Lots 47, 48 and 49, Block Y of Kent Island Estates were received by the Clerk of the Circuit Court for Queen Anne's County. Said Petition and supporting papers were marked Equity Case No. 6232.

3. Both foreclosure cases were entitled KEY FEDERAL SAVINGS AND LOAN ASSOCIATION, Plaintiff vs. SHIPSHAPE BUILDERS, INC., Concetta Rigatuso, Dominic Rigatuso, June Rigatuso, Rick Rigatuso and Shirley Rigatuso, Defendants.

4. On August 8, 1978, a Decree authorizing the sale of the property in Equity Case No. 6231 was signed by the Honorable B. Hackett Turner, Jr. Said Decree for Sale of Premises originally meant to be filed in Equity Case No. 6231, was inadvertently marked Equity Case No. 6232 and filed in Equity Case No. 6232 by a clerk of the Circuit Court for Queen Anne's County.

5. On August 8, 1978, a Decree authorizing the sale of the property in Equity Case No. 6232 was signed by the Honorable B. Hackett, Turner, Jr. Said Decree for Sale of Premises, originally meant to be filed in Equity Case No. 6232, was inadvertently marked Equity Case No. 6231 and placed in Equity Case No. 6231 by a clerk of the Circuit Court for Queen Anne's County.

6. The Clerk of the Circuit Court in accordance with a request by the Plaintiff's attorney, in these proceedings, mailed a True Copy, Test of each Decree for Sale of Premises to the said attorney. The True Copy, Test of each Decree for Sale of Premises like the original Decrees for Sale of Premises were marked with the incorrect case numbers. Photostats of the True Copy, Test Decrees for Sale of Premises are marked Petitioner's Exhibits A and B and are attached hereto and incorporated by reference herein.

7. Due to the incorrect Equity Case Numbers on the True Copy, Test Decrees for Sale of Premises some of the subsequent pleadings and papers filed in Equity Case No. 6231 by the Plaintiff, in these mortgage proceedings, belong in Equity Case No. 6232. Conversely pleadings and papers that belong in Equity Case No. 6231 have been filed in Equity Case No. 6232.

8. Pleadings in Equity Case No. 6231 which belong in Equity Case No. 6232 are the Decree for Sale of Premises, Trustee's Bond, Report of Sale, Order Nisi, Petition for Allowance of Auctioneer's Fee, and Amended Petition for Allowance of Auctioneer's Fees. In addition the Report of Sale by Alex Cooper Auctioneer's, Inc.; the Auctioneer's Affidavit; the Purchaser's Affidavit; and Proof that Notice of Sale was given to the Defendants which were filed in Equity Case No. 6231, belong in Equity Case No. 6232.

9. Due to the confusion in the Equity Case Numbers the Petition for Allowance of Second Mortgage Claim, Objection to Auctioneer's Fee (by letter dated January 13, 1979) and Exceptions to Auditor's Report filed on behalf of Dealers Aluminium Installation Service, Inc. in Equity Case No. 6231 belong in Equity Case No. 6232.

10. Further, the Report of Sale filed in Equity Case No. 6231 belongs in Equity Case No. 6232 and therefore the Auditor's Account for Equity Case No. 6231 is incorrect, because it reflects the figures in Equity Case No. 6232.

11. Also, due to the incorrect filing of pleadings the Trustee's Deed to Kevin Quinn, the purchaser at the foreclosure sale, is incorrect and does not convey good title.

12. In order for the Auditor's Account to be correct and for Kevin Quinn, the Purchaser, to acquire good title the aforementioned pleadings and papers in Equity Case No. 6231 should be removed and filed in Equity Case No. 6232 (while corresponding action should take place with the pleadings and papers filed in Equity Case No. 6232) and then at that point the auditor should restate his account.

WHEREFORE, YOUR PETITIONER PRAYS:

A. That the following pleadings and papers be removed from Equity Case No. 6231 and instead be filed in Equity Case No. 6232: Decree for Sale of Premises, Trustee's Bond, Report of Sale, Order Nisi, Petition for Allowance of Auctioneer's Fees, Amended Petition for Allowance of Auctioneer's Fees, Report of Sale by Alex Cooper Auctioneer's, Inc., The Auctioneer's Affidavit, The Purchaser's Affidavit, and proof that Notice of Sale was given to the Defendants.

B. That, further, the following pleadings filed on behalf of Dealer's Aluminum Installation Service, Inc. be removed from Equity Case No. 6231 and instead be filed in Equity Case No. 6232: Petition for Allowance of Second Mortgage Claim, Objection to Auctioneer's Fee (by letter dated January 19, 1979) and Exceptions to Auditor's Report.

C. That the Auditor restate his account once the pleadings and papers have been correctly filed.

D. And for such other and further relief as the nature of its cause may require.

AND, AS IN DUTY BOUND, ETC.

Gordon B. Heyman
GORDON B. HEYMAN
Attorney for Petitioner

WE, consent to the entry of an Order allowing: the request to remove the above pleadings and papers from Equity File No. 6231 to Equity Case No. 6232 and the restating of the Auditor'a Account.

Bernard Dackman
Bernard Dackman, Trustee

MILLER, ROSENTHAL, PITTLER & KAUFMAN, P.A.

By: _____
William J. Pittler
Attorneys for Dealers Aluminum
Installation Service, Inc.

_____
Kevin Quinn, Purchaser

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 6th day of ~~May~~ June, 1979, a copy of the aforegoing Petition to Remove Pleadings and Papers and to Restate the Auditor's Account was mailed postage prepaid to Shipshape Builders, Inc., c/o Rick Rigatuso, Resident Agent, 2307 W. Patapsco Avenue, Baltimore, Maryland 21230, Concetta Rigatuso, 1235 West Cross Street, Baltimore, Maryland 21230, Dominic and June Rigatuso, 2307 W. Patapsco Avenue, Baltimore, Maryland 21230, Rick Rigatuso and Shirley Rigatuso, 53 Jumpers Hole Road, Pasadena, Maryland 21122 and Dealers Aluminum Installation Service, Inc., c/o William J. Pittler, Esquire, Miller, Rosenthal, Pittler & Kaufman, P.A., 1212 Blaustein Building, One North Charles Street, Baltimore, Maryland 21201.

_____
Gordon B. Heyman

LIBER 11 PAGE 220

Exhibit A

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 CWC # 6 FOLIO

CASE NUMBER 6231

FILDED: 8/8/78 11:15a.m.
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 Dachman 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 $44,000.00, 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 complied with the following Maryland Rules; Md. Rule W74 & 2 (a) Notice by Registered Mail to Mortgagor at Mortgagors last known address 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 have 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 cash portion 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; 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 his 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 $ 44,000.00

B. Hackett Turner Jr.
Judge

TRUE COPY, TEST:
CHARLES W. CECIL, CLERK

BY: Beverly J. Peters
DEPUTY CLERK

Exhibit B

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 Civ #6 FOLIO
CASE NUMBER 6332
FILDED: 8/8/78 11:51 a.m.
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 reposed 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 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, each, deposit of ten percent (10%) at time of sale, balance in cash upon final ratification of sale by the Court, the credit purchaser 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

TRUE COPY, TEST:
CHARLES W. CECIL, CLERK

BY: Beverly J. Peters
DEPUTY CLERK

KEY FEDERAL SAVINGS AND LOAN ASSOCIATION Plaintiff	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
vs.	*	No. 6231
SHIPSHAPE BUILDERS, INC. CONCETA RIGATUSO DOMINIC RIGATUSO JUNE RIGATUSO RICK RIGATUSO SHIRLEY RIGATUSO	*	In Equity
Defendants	*	

RECEIVED
CLERK, CIRCUIT COURT
1979 JUN 7 AM 9 15
QUEEN ANNE'S COUNTY

ORDER

Upon consideration of the aforegoing Petition and Consent:

It is this 13th day of June, 1979, by the Circuit Court for Queen Anne's County:

ORDERED, That the Decree of Sale of Premises, Trustee's Bond, Report of Sale, Order Nisi, Petition for Allowance of Auctioneer's Fee, Amended Petition for Auctioneer's Fees, Report of Sale by Alex Cooper Auctioneer's, Inc., Auctioneer's Affidavit, Purchaser's Affidavit, and proof that Notice of Sale was given to the Defendants be removed from Equity Case No. 6231 and instead be filed in Equity Case No. 6232 and assigned the correct case number.

AND, that Petition for Allowance of Second Mortgage Claim, Objection to Auctioneer's Fee (by letter dated January 19, 1979) and Exceptions to Auditor's Report all filed on behalf of Dealers Aluminum Installation Service, Inc. be removed from Equity Case No. 6231 and instead be filed in Equity Case No. 6232;

AND IT IS FURTHER ORDERED, that the Court Auditor restate his account once all pleadings have been correctly filed.

AND IT IS FURTHER ORDERED, that Dealers Aluminum Installation Service, Inc. shall have the right to file Exceptions to the Auditor's Restated Account within the time period provided by law.

RECEIVED
CLERK, CIRCUIT COURT
1979 JUN 14 AM 9:53
QUEEN ANNE'S COUNTY

Clayton C. Carter
JUDGE

KEY FEDERAL SAVINGS AND LOAN ASSOCIATION

vs.

SHIPSHAPE BUILDERS, INC., et al.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

No. 6231

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Second Report of J. Thomas Clark, Auditor, unto your Honor respectfully represents:

1. That this second account is stated per Order of Court of June 13, 1979.

2. That in the within account it appears that the proceeds of sale are insufficient to pay both the principal and interest of said indebtedness. The deficiency being in the amount of $3,391.67.

3. That in the within account of Bernard Dackman, Agent and Trustee, he is charged with the proceeds of sale made by him, the interest and prorata share of State and County taxes; and thereafter Gordon B. Heyman of Cohen and Dackman is allowed his fee in the mortgage, the Commissions for sale of land, the court costs, the premium on the bond, an amount paid for State and County taxes, the several costs paid for advertising said sale and for the Order Nisi on sale, the fee of the auctioneer for crying said sale, the fee of your Auditor for stating the first account, and the fee of your Auditor for stating this second account and the balance was credited toward the mortgage indebtedness.

Respectfully submitted,

J. Thomas Clark
Auditor

June 22, 1979

CAUSE NO. 6231

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 report of said Agent and Trustee	$38,000.00
	By interest for 2 months and 18 days on $34,000.00	435.24
	By State and County taxes for 9 months and 3 days, for 1978-79	193.78
	By gross proceeds of sale	$38,829.02

Cr.

To Gordon B. Heyman of Cohen and Dackman for:		
1. Counsel fee in mortgage	$ 500.00	
2. Commissions on sale	2,050.00	$ 2,550.00
To do., for an amount paid Charles W. Cecil, Clerk, for advanced filing fee		50.00
To do., for an amount paid Marguerite W. Mankin, Clerk, For:		
1. Appearance fee	$ 10.00	
2. Clerk'a 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:		
1. Advertising said sale	$ 105.00	
2. Publishing Order Nisi	42.00	147.00
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
To do., for an amount paid J. Thomas Clerk, Auditor, for stating the first account and notifying parites		55.00

June 22, 1979

J. Thomas Clark
Auditor

To do., for an amount due J. Thomas Clark, for stating this second account and notifying parties	$ 45.00	
To do., for an amount due Key Federal Savings and Loan Association for partial payment of principal, in the amount of $35,100.00, and interest in the sum of $3,307.12	35,015.45	
	$38,829.02	$38,829.02

June 22, 1979

J. Thomas Clark
Auditor

KEY FEDERAL SAVINGS AND LOAN ASSOCIATION

vs.

SHIPSHAPE BUILDERS, INC., et al.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

No. 6231

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on June 22, 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 to this cause, to wit:

Key Federal Savings and Loan Association
8601 Liberty Rd.
Randallstown, MD 21122

Gordon B. Heyman, Esq.
Cohen and Dackman
2221 Maryland Avenue
Baltimore, MD 21218

Bernard Dackman, Esq.
2221 Maryland Avenue
Baltimore, MD 21218

Shipshape Builders, Inc.
c/o Rick Rigatuso, Res. Agent
2307 W. Patapsco Avenue
Baltimore, MD 21230

Concetta Rigatuso
1235 W. Cross Street
Baltimore, MD

Dominic Rigatuso
June Rigatuso
2308 W. Patapsco Avenue
Baltimore, MD 21230

Rick Rigatuso
Shirley Rigatuso
53 Jumpers Hole Rd.
Pasadena, MD 21122

Pursuant to Rule 595, Sec. G, Maryland Rules of Procedure, notify each of them, that said account was filed on June 22, 1979, with the Clerk of the Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before July 9, 1979, and if no exceptions are filed within such fifteen-day period, the account may thereupon be ratified on July 10, 1979.

J. Thomas Clark
Auditor

KEY FEDERAL SAVINGS & LOAN ASSOC.	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6231
SHIPSHAPE BUILDERS, INC., et al.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 22nd day of June, 19 79, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 10th day of July, 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. Munkin Clerk

Filed June 22, 1979

	*	IN THE CIRCUIT COURT
KEY FEDERAL SAVINGS & LOAN ASSOC.	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6231
	*	
SHIPSHAPE BUILDERS, INC., et al.	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 11th day of July, 19 79, by the Court that the account of the Auditor is finally ratified and confirmed, and Bernard Dackman, ~~XXXXXXXXX~~/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 July 11, 1979

LIBER 10 PAGE 708

PETITION FOR FORECLOSURE

AUG -4-78 A 328189 *****50 00

KEY FEDERAL SAVINGS AND LOAN ASSOCIATION 8601 Liberty Road Randallstown, Maryland 21133	*	
Plaintiff	*	IN THE
vs.		
SHIPSHAPE BUILDERS, INC. c/o Rick Rigatuso, Resident Agent 2307 W. Patapsco Avenue Baltimore, Maryland 21230	*	CIRCUIT COURT
		OF
CONCETTA RIGATUSO 1235 W. Cross Street Baltimore, Maryland 21230	*	
DOMINIC RIGATUSO JUNE RIGATUSO 2307 W. Patapsco Avenue Baltimore, Maryland 21230	*	QUEEN ANNE'S COUNTY
	*	IN EQUITY 6232
RICK RIGATUSO SHIRLEY RIGATUSO 53 Jumpers Hole Road Pasadena, Maryland 21122	*	
Defendants	*	

* * * * * * * *

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

Key Federal Savings and Loan Association 8601 Liberty Rd., Randallstown, Md. 21133 Plaintiff	NO. 6232 EQUITY IN THE CIRCUIT COURT FOR Queen Anne's County
vs. SHIPSHAPE BUILDERS, INC. CONCETTA RIGATUSO DOMINIC RIGATUSO JUNE RIGATUSO RICK RIGATUSO SHIRLEY RIGATUSO	

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 Gramner~~, 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 not members 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 Joan Grennan~~, Notary Public
Gordon B. Heyman

GORDON B. HEYMAN NOTARY PUBLIC BALTIMORE COUNTY

My Commission Expires July 1, 1982

LIBER 11 PAGE 232

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

Test 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 ..... 19 ..... and continuing on the first day of each month thereafter upon the unpaid balance of said principal sum and interest shall be paid, which monies shall be computed by the calendar method; and the additional monies to be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) to the payment of the aforesaid principal sum.~~

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.

LIBER 10 PAGE 711

112189

APR 29-77 * 2 270 ****160.70
APR 29-77 A 2 270 ****145.20
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, ~~forever subject to the payment of the yearly rent of ... payable on ... day of ... and ... and charged therein with the benefit of ... and of the ... subject to the payment of the yearly rent of ... payable on ... day of ... and ... and charged therein with the benefit of ... and of the ...~~ 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 principal, 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.

Shipshape Builders, Inc.

BY Rick Rigatuso

Rick Rigatuso, VicePres.

WITNESS the hand and seal of said Mortgagor-Guarantor.

WITNESS:

Barbara Dyl Strom

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 27th 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 Dyl Strom, Notary

My Commission Expires July 1, 1978

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 ~~6231~~ 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 8 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 $44,000.00, 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 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 $ 44,000.00

B. Hackett Turner Jr.
Judge

RECEIVED
CLERK, CIRCUIT COURT
1978 AUG -8 AM 11:51
QUEEN ANNE'S COUNTY

LIBER 11 PAGE 236

LIBER 2 PAGE 241

Ch 6231

Aetna LIFE & CASUALTY

THE ÆTNA CASUALTY AND SURETY COMPANY
Hartford, Connecticut 06115

BOND NO. 98 S 14414 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 Forty-Four Thousand and 00/100 ($ 44,000.00) 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 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 & 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.

Signed, Sealed and Delivered in the presence of:

Gordon B Heyman

Regina Tolson

Bernard Dackman (SEAL)
Bernard Dackman

THE ÆTNA CASUALTY AND SURETY COMPANY

James B. Carver (SEAL)
James B. Carver, Attorney-in-Fact

CASUALTY AND SURETY COMPANY HARTFORD CONN. SEAL

Certified copy of Power of Attorney attached

SURETY ATTORNEY MUST SIGN FROM ON Sept. 27, 1978

2 PAGE 241

(L-247-D) 10-66 B-112

CAT. 174606 PRINTED IN U.S.A.

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 241, 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 ~~6231~~ 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 2:30 P. M. , attend on the premises and then and there sold Lots Nos. 47, 48 and 49, Block Y of the 3rd Section of Kent Island Estates to Kevin Qui[illegible] Maryland, at and for the sum of $42,000.00 , 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

RECEIVED
CLERK. CIRCUIT COURT
1978 OCT -6 AM 9:46
QUEEN ANNE'S COUNTY

JUDICIAL SALES • REAL ESTATE SALES • MERCHANDISE SALES • APPRAISALS

Alex Cooper Auctioneers 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: Lots 47, 48 & 49, Block Y, Kent Island Estates
Queen Anne's County, Maryland

SOLD TO: Kevin Quinn

ADDRESS: P.O. Box 387, Stevensville, Maryland 21666

AMOUNT OF SALE: $42,000.00

DEPOSIT: $ 5,000.00

Very truly yours,

ALEX COOPER AUCTIONEERS, INC.

By: Joseph A. Cooper

LIBER 11 PAGE 240

JUDICIAL SALES • REAL ESTATE SALES • MERCHANDISE SALES • APPRAISALS

Alex Cooper Auctioneers — 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. 6231

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. Agee
Notary Public

JACQUELINE B. AGEE NOTARY PUBLIC BALTIMORE COUNTY, MD.

RECEIVED
CLERK, CIRCUIT COURT
1978 OCT -6 AM 9:46
QUEEN ANNE'S COUNTY

MEMBER OF AUCTIONEERS ASSOCIATION OF MARYLAND, INC.

JUDICIAL SALES • REAL ESTATE SALES • MERCHANDISE SALES • APPRAISALS

Alex Cooper Auctioneers 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 Lots 47, 48 & 49, Block Y Kent Island Estates mentioned in the said Report of Sale.

Kevin Quinn
Purchaser

Purchaser

(SEAL) Joseph A. Cooper
Notary Public

NOTARY PUBLIC BALTIMORE CO., MD.

RECEIVED
CLERK, CIRCUIT COURT
1978 OCT -6 AM 9:47
QUEEN ANNE'S COUNTY

LIBER 11 PAGE 242

LAW OFFICES
IRWIN R. COHEN
BERNARD DACKMAN
2221 MARYLAND AVENUE
BALTIMORE, MARYLAND 21218

United States 13c

Unclaimed
Addressee unknown
Insufficient Address
No such street
No such office in state
Do not remail to this address
REASON CHECKED
Refused

Dominic Rigatuso
June Rigatuso
2307 W. Patapsco Avenue
Baltimore, Maryland 21230

CERTIFIED
No. 667150
MAIL

☒ Moved, left no address
☐ No such number
☐ Moved, not forwardable
☐ Addressee unknown

LAW OFFICES
COHEN AND DACKMAN
2221 MARYLAND AVENUE
BALTIMORE, MARYLAND 21218
301/366-1710

IRWIN R. COHEN
BERNARD DACKMAN
[illegible] DACKMAN

September 18, 1978

Dominic Rigatuso
June Rigatuso
2307 W. Patapsco Avenue
Baltimore, Maryland 21230

RE: [illegible]

Dear [illegible]

This is to advise you that the above captioned [illegible] sold on the premises by [illegible] Cooper [illegible] Inc. [illegible] 28, [illegible] 19[illegible]. This will be a [illegible] and the terms of sale will be as follows: 10% down [illegible]

[illegible] the final settlement [illegible] Circuit Court, [illegible]

Very truly yours,

Bernard Dackman

Certified Mail No. 667150

RECEIVED
OCT 6 1978
ANNE'S COUNTY

No. 667150

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 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 ..... 05¢; 2. Shows to whom, date and address delivered ..... 25¢; With delivery to addressee only ..... 20¢	
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

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
Baltimore Maryland 21230

3. ARTICLE DESCRIPTION:
REGISTERED NO. | CERTIFIED NO. 667151 | INSURED NO.

(Always obtain signature of addressee or agent)

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

4. DATE OF DELIVERY
9/20/78

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

PS Form 3811, Apr. 1977 — RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL — ★ GPO : 1977—O-234-337

LAW OFFICES
COHEN AND DACKMAN
2221 MARYLAND AVENUE
BALTIMORE, MARYLAND 21218
301/366-1710

IRWIN R. COHEN
BERNARD DACKMAN
GORDON E. HEYMAN

September 18, 1978

Concetta Rigatuso
1235 W. Cross Street
Baltimore, Maryland 21230

RE: Key Federal [illegible]
Lot 47, 48 [illegible]
Kent Island [illegible]
County, Maryland

Dear [illegible]

This is to advise you that the above captioned property will [illegible] sold on the premises by [illegible] Cooper Auctioneers, Inc. [illegible] September 27, 1978 at 2:30 P.M. [illegible] This will be a public auction and the terms of sale will be as follows: 10% down at [illegible] with the balance being due upon the final ratification [illegible] the Circuit Court for Anne Arundel County, in Equity.

Very truly yours,

Bernard Dackman, Trustee

Certified Mail # 667151

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

SENT TO Concetta Rigatuso	POSTMARK OR DATE
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 address delivered ..... 85¢; With delivery to addressee only ..... 85¢	
DELIVER TO ADDRESSEE ONLY ..... 50¢	
SPECIAL DELIVERY (extra fee required)	

No. 667151

PS Form 3800 Apr. 1971 — NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL — (See other side) — ★ GPO : 1972 O - 460-743

CLERK'S RECEIPT — QUEEN ANNE'S COUNTY — 1978 OCT -6 AM 9 47

LIBER 11 PAGE 244

LAW OFFICES
IRWIN R. COHEN
BERNARD DACKMAN
2221 MARYLAND AVENUE
BALTIMORE, MARYLAND 21218

RETURNED TO SENDER
REASON CHECKED
Unclaimed
Refused
Addressee unknown
Insufficient Address
No such street
No such office in state
Do not remail in this envelope
21230

United States 13c — SEP 13 — BALTIMORE MD

Shipshape Builders, Inc.
c/o Rick Rigatuso, Resident Agent
2307 W. Patapsco Avenue
Baltimore, Maryland 21230

CERTIFIED
No. 667143
MAIL

☑ Moved, left no address
☐ No such number
☑ Moved, not forwardable
☑ Addressee unknown

LAW OFFICES
COHEN AND DACKMAN
2221 MARYLAND AVENUE
BALTIMORE, MARYLAND 21218
301/366-1710

IRWIN R. COHEN
BERNARD DACKMAN

GEORGE J. HEYMAN

September 18, 1978

Shipshape Builders, Inc.
c/o Rick Rigatuso, Resident Agent
2307 W. Patapsco Avenue
Baltimore, Maryland 21230

RE: [illegible]

Dear [illegible]

This is to advise you that the above captioned property will [illegible] sold on the premises by [illegible] Cooper Auction [illegible], Inc. [illegible] September 27, 1978 at 2:00 P.M. This will be a public [illegible] and the terms of sale will be as follows: 10% down [illegible] with the balance [illegible] upon the final ratification [illegible] the Circuit Court of Queen Anne's County, [illegible].

Very truly yours,

Bernard Dackman, Trustee

Certified Mail #667143

RECEIVED
CLERK CIRCUIT COURT
1978 OCT -6 AM 9:47
QUEEN ANNE'S COUNTY

No. 667143

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

SENT TO: Shipshape Builders, Inc. c/o Rigatuso
STREET AND NO.: 2307 W. Patapsco Ave
P.O., STATE AND ZIP CODE: Balt. Md 21230
POSTMARK OR DATE: 9-20-78

OPTIONAL SERVICES FOR ADDITIONAL FEES
RETURN RECEIPT SERVICES
1. Shows to whom and date delivered ..... 10¢
With delivery to addressee only ..... 05¢
2. Shows to whom, date and address delivered ..... 20¢
With delivery to addressee only ..... 05¢
DELIVER TO ADDRESSEE ONLY ..... 05¢
SPECIAL DELIVERY (extra fee required) .....

PS Form 3800 Apr. 1971 — NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL — (See other side)
GPO : 1973 O - 460-743

LAW OFFICES
IRWIN R. COHEN
BERNARD DACKMAN
2221 MARYLAND AVENUE
BALTIMORE, MARYLAND 21218

CLAIM CHECK NO. 162269
HOLD
DATE
1ST NOTICE
2ND NOTICE
RETURN
Detached from PS Form 3849-A Feb. 1978

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

United States 13c — United States 13c — United States 13c — United States 13c
US Postage — US Postage — US Postage — US Postage

Rick Rigatuso
Shirley Rigatuso
53 Jumpers Hole Road
Pasadena, Maryland 21122

CERTIFIED
No. 667149
MAIL

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 D. HEYMAN

September 18, 1978

Rick Rigatuso
Shirley Rigatuso
53 Jumpers Hole Road
Pasadena, Maryland 21122

RE: Key Federal v. Shipshape
Lot 47, 48 and 49 Block I, Sec. 3
Kent Island Estate's 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 Tuesday September 27, 1978 at 2:30 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 # 667149

RECEIVED
CLERK, CIRCUIT COURT
1978 OCT -6 AM 8:48
QUEEN ANNE'S COUNTY

No. 667149

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

SENT TO Rick Rigatuso Shirley
STREET AND NO. 53 Jumpers Hole Rd.
P.O. STATE AND ZIP CODE Pasadena Maryland 21122
POSTMARK OR DATE 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 - 460-242

KEY FEDERAL SAVINGS AND LOAN ASSOCIATION	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	OF
SHIPSHAPE BUILDERS, INC. et al	*	QUEEN ANNE'S COUNTY
Defendants	*	IN EQUITY
	*	No. ~~6231~~ Equity 6232

* * * * * * * * *

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: $42,000.00.

Charles W. Cecil
Charles W. Cecil
Clerk of the Court

Filed October 6, 1978

KEY FEDERAL SAVINGS & LOAN ASSOCIATION	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.		FOR
SHIPSHAPE BUILDERS, INC.	:	QUEEN ANNE'S COUNTY
Defendant	:	CWC-6/~~6231~~ 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 714, did borrow from your Petitioner the sum of Fourteen Thousand Dollars ($14,000.00) and gave as security a Second Mortgage to the property known as Lots Nos. 47, 48 and 49, Block Y of the 3rd Section of Kent Island Estates, 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 Fourteen Thousand Dollars ($14,000.00).

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.

(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.

_____
Notary Public

BALTIMORE COUNTY, MD. * WILLIAM J. PITTLER * 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

KEY FEDERAL SAVINGS & LOAN ASSOCIATION	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
SHIPSHAPE BUILDERS, INC.	:	QUEEN ANNE'S COUNTY
Defendant	:	CWC-6/6232

--- oOo ---

ORDER

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

LIBER 11 PAGE 250 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 19 78

BAY PUBLISHING CORPORATION
Publishers

By Douglas L. Welch

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 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

November 14..... 19.78.

THIS IS TO CERTIFY, That the annexed

Order Nisi/Equity No...6231..... 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 Glenn W. Mueller

RECEIVED
1978 NOV 16 PM 1:47
CLERK, CIRCUIT COURT
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. [illegible]
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: $42,000.00.

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

LIBER 11 PAGE 252

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

KEY FEDERAL SAVINGS & LOAN ASSOCIATION	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	OF
SHIPSHAPE BUILDERS, INC. et al	*	QUEEN ANNE'S COUNTY
Defendants	*	No. ~~6231~~ 6232 Equity

* * * * * * * * *

PETITION FOR ALLOWANCE OF AUCTIONEER'S FEES

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Now comes Alex Cooper Auctioneers, Inc., Petitioner, by Gordon B. Heyman and Cohen and Dackman, its attorneys, and respectfully represents unto this Honorable Court:

1. Your Petitioner conducted the foreclosure auction in the above entitled cause.

2. Your Petitioner performed the following services in connection with said foreclosure auction:

a. Prepared the legal advertisements for insertion in the Queen Anne's Record Observer and the Baltimore Sunday Sun.

b. Answered telephone inquiries from the public concerning the sale of the property.

c. Made three separate trips from Baltimore City, Maryland to the property in order to:

1. Place auction sign on the property.

2. Flag the property the morning of the sale.

3. Conduct the foreclosure auction sale.

d. Prepared Report of Sale.

e. Prepared Auctioneer's Affidavit.

f. Prepared Statement.

3. That an Auctioneer's fee of $695.00 is just and reasonable.

WHEREFORE, YOUR PETITIONER PRAYS:

(a) That this Court pass an order allowing Petitioner Auctioner Fee's in the amount of $695.00.

(b) For such other and further relief as the nature of its cause may require.

Gordon B. Heyman

Gordon B. Heyman
Cohen and Backman
2221 Maryland Avenue
Baltimore, Maryland 21218
301-366-1710
Attorneys for Petitioner

STATE OF MARYLAND, , to wit:

I HEREBY CERTIFY, that on this 12th day of January, 1979, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Joseph A. Cooper, President of Alex Cooper Auctioneer's, 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.

Gordon B. Heyman
Notary Public

GORDON B. HEYMAN NOTARY PUBLIC BALTIMORE COUNTY

My Commission Expires: 7/1/82

I HEREBY CERTIFY, that on this 12th day of January, 1979, a copy of the aforegoing Petition for Allowance of Auctioneer's Fees was mailed, postage pre-paid, William J. Pittler and Miller, Rosenthal, Pittler & Kaufman, P. A., Suite 200 Milton Plaza 1726 Reisterstown Road, Pikesville, Maryland 21208.

Gordon B. Heyman
Gordon B. Heyman

KEY FEDERAL SAVINGS & LOAN ASSOCIATION	*	IN THE
Plaintiff	*	CIRCUIT COURT
		FOR
vs.	*	QUEEN ANNE'S COUNTY
SHIPSHAPE BUILDERS, INC. et al		No. 6231 Equity
Defendants	*	

* * * * * * * * *

ORDER

It is this day of , 1979, by the Circuit Court for Queen Anne's County,

ORDERED, that the Auditor shall allow the aforegoing Claim for auctioneer's fees in the amount of $695.00 in accordance with its legal priority and subject to the usual exceptions.

Judge

LAW OFFICES
MILLER, ROSENTHAL, PITTLER & KAUFMAN, P. A.
1212 BLAUSTEIN BUILDING
ONE NORTH CHARLES STREET
BALTIMORE, MARYLAND 21201

THEODORE S. MILLER
GILBERT ROSENTHAL
WILLIAM J. PITTLER
BRUCE A. KAUFMAN

(301) 752-5678

January 19, 1979

Clerk, Circuit Court for
Queen Anne's County
Equity Desk
Court House
Centreville, Maryland 21617

Re: Key Federal vs. Shipshape
Equity No. ~~6231~~ 6232

Mr. Clerk:

On behalf of the second Mortgagee, Dealers Aluminum Installation Service, Inc., objection is hereby made to the allowance of auctioneer's fees over and above the $200.00 maximum allowed by the Local Rules.

My client further requests a hearing with regard to the aforesaid Petition.

Very truly yours,

William J. Pittler

WJP:eml
cc: Dealers Aluminum Installation
Service, Inc.
Gordon B. Heyman, Esquire

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 Monroe 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 February 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	*	IN EQUITY
JUNE RIGATUSO		
RICK RIGATUSO	*	
SHIRLEY RIGATUSO		NO. 6232
Defendants		

* * * * * * * * * * * * * *

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.

KEY FEDERAL SAVINGS AND LOAN ASSOCIATION	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
	*	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

LIBER 11 PAGE 262

LAW OFFICES
CLARK & CLARK
P. O. BOX 208
118 N. COMMERCE STREET
CENTREVILLE, MD. 21617

CENTREVILLE, MD
JAN 23
PM
1979
21617

Sally Case

Domenic Rigatuso
June Rigatuso
2307 W. Patapsco Avenue
Baltimore, MD 21230

RETURNED TO SENDER
UNDELIVERABLE AS ADDRESSED - 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

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, XXXXXXXX/Trustee, is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Margaretta H. Muskin Clerk

Filed February 21, 1979

KEY FEDERAL SAVINGS AND LOAN ASSOCIATION	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	OF
SHIPSHAPE BUILDERS, INC. et al	*	QUEEN ANNE'S COUNTY
Defendants	*	No. ~~6231~~ Equity 6232

* * * * * * * *

AMENDED PETITION FOR ALLOWANCE OF AUCTIONEER'S FEES

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Now comes Alex Cooper Auctioneers, Inc., Petitioner, by Gordon B. Heyman and Cohen and Dackman, its attorneys, and respectfully represents unto this Honorable Court:

1. Your Petitioner conducted the foreclosure auction in the above entitled case.

2. Your Petitioner performed the following services in connection with said foreclosure auction:

a. Prepared the legal advertisements for insertion in the Queen Anne's Record Observer and the Baltimore Sunday Sun.

b. Answered telephone inquiries from the public concerning the sale of the property.

c. Made three separate trips from Baltimore City, Maryland to the property in order to:

1) Place auction sign on the property.

2) Flag the property the morning of the sale.

3) Conduct the foreclosure auction sale.

d. Prepared Report of Sale.

e. Prepared Auctioneer's Affidavit.

f. Prepared Statement.

3. Your Petitioner amends its auctioneer's fee to $500.00 and that said fee is just and reasonable.

4. That Bernard Dackman, appointed Trustee in the above entitled case agrees to an auctioneer's fee of $500.00 as evidenced by his consent affixed below.

5. That Dealers Aluminum Installation Service, Inc. agrees to an auctioneer's fee of $500.00 as evidenced by its consent affixed below.

WHEREFORE, YOUR PETITIONER PRAYS:

(a) That this Court pass an order allowing Petitioner auctioneer fees in the amount of $500.00.

(b) For such other and further relief as the nature of its cause may require.

Gordon B. Heyman

Gordon B. Heyman
Cohen and Dackman
2221 Maryland Avenue
Baltimore, Maryland 21218
301-366-1710
Attorneys For Petitioner

STATE OF MARYLAND, Balt. County, to wit:

I HEREBY CERTIFY, that on this 15th day of February, 1979, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Joseph A. Cooper, President of Alex Cooper Auctioneer's, Inc., who, being authorized to do so, 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.

Gordon B. Heyman

Notary Public

GORDON B. HEYMAN NOTARY PUBLIC BALTIMORE COUNTY

My Commission Expires: 7/1/82

We consent to the entry of an Order allowing an auctioneer's fee of $500.00.

Bernard Dackman

Bernard Dackman, Trustee
Miller, Rosenthal, Pittler & Kaufman, P.A.

BY

William J. Pittler
Attorneys for Dealer Aluminum Installation Service, Inc.

KEY FEDERAL SAVINGS & LOAN ASSOCIATION Plaintiff vs. SHIPSHAPE BUILDERS, INC. et al Defendants	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY No. 6231 Equity

* * * * * * * * *

ORDER

It is this 1st day of March, 1979, by the Circuit Court for Queen Anne's County,

ORDERED, that the Auditor shall allow the aforegoing Claim for auctioneer's fees in the amount of ~~$500.00~~ 1420.00 in accordance with its legal priority and subject to the usual exceptions.

George B. Rainey Jr.
JUDGE

KEY FEDERAL SAVINGS AND LOAN ASSOCIATION	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S
vs.	*	COUNTY
SHIPSHAPE BUILDERS, INC. CONCETA RIGATUSO DOMINIC RIGATUSO	*	NO. ~~6231~~ 6232
JUNE RIGATUSO RICK RIGATUSO	*	In Equity
SHIRLEY RIGATUSO	*	

* * * * * * * * * * * * * *

EXCEPTIONS TO AUDITOR'S REPORT

Dealers Aluminum Installation Service, Inc., second mortgage creditor, by William J. Pittler, its attorney, excepts, pursuant to Maryland Rule 595g2, to the Auditor's account heretofore filed in the above-entitled cause, upon the following grounds:

1. The Auditor erroneously stated the principal amount due Key Federal Savings and Loan Association to be Thirty-Four Thousand Two Hundred Seventeen Dollars and Sixty-Five Cents ($34,217.65), said principal due and owing being less than said sum.

2. The Auditor erroneously allowed interest due Key Federal Savings and Loan Association in the amount of Three Thousand Two Hundred Ninety-Nine Dollars and Forty-Five Cents ($3,299.45), when, in fact, the interest to be allowed should have been One Thousand Four Hundred Forty-Eight Dollars and Thirty-Three Cents ($1,448.33), said sum being calculated at the rate of Eight Dollars and Fifty-Seven Cents ($8.57) per day from April 11, 1978 through September 27, 1978.

3. The Auditor erroneously allowed Trustee's commissions to Gordon B. Heyman, Esquire in the amount of Two Thousand Two Hundred and Fifty Dollars ($2,250.00).

WILLIAM J. PITTLER
1212 Blaustein Building
One North Charles Street
Baltimore, Maryland 21201
752-5678

Attorney for Dealers Aluminum Installation Service, Inc.

REQUEST FOR HEARING

Mr. Clerk:

Dealers Aluminum Installation Service, Inc., second mortgage creditor, requests a hearing on the above exceptions.

WILLIAM J. PITTLER

CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on this 16th day of April, 1979, a copy of the aforegoing Exceptions to Auditor's Report and Request for Hearing was mailed to Gordon B. Heyman, Esq., Cohen and Dackman, 2221 Maryland Avenue, Baltimore, Maryland 21218.

WILLIAM J. PITTLER

KEY FEDERAL SAVINGS AND LOAN ASSOCIATION Plaintiff vs. SHIPSHAPE BUILDERS, INC. CONCETA RIGATUSO DOMINIC RIGATUSO JUNE RIGATUSO RICK RIGATUSO SHIRLEY RIGATUSO Defendants	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY NO. 6232 In Equity

PETITION TO RE-OPEN CASE AND TO REMOVE PLEADINGS AND PAPERS AND TO RESTATE AUDITOR'S ACCOUNT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Now comes Key Federal Savings and Loan Association, Petitioner, by Gordon B. Heyman and Cohen and Dackman, its attorneys, and respectfully represents unto this Honorable Court:

1. On August 4, 1978, a Petition for Foreclosure with Exhibit, Statement of Mortgage Claim and Affidavit requesting the foreclosure of a mortgage recorded among the Land Records of Queen Anne's County in Liber 119 page 24 and secured by Lots 47, 48, and 49, Block Y of Kent Island Estates were received by the Clerk of the Circuit Court for Queen Anne's County. Said Petition and supporting papers were marked Equity Case No. 6232.

2. Also on August 4, 1978, a Petition for Foreclosure with Exhibit, Statement of Mortgage Claim and Affidavit requesting the foreclosure of a mortgage recorded among the Land Records of Queen Anne's County in Liber 118 page 74 and secured by Lot No. 11, Block L, Tower Gardens on the Bay were received by the Clerk of the Circuit Court for Queen Anne's County. Said Petition and supporting papers were marked Equity Case No. 6231.

3. Both foreclosure cases were entitled KEY FEDERAL SAVINGS AND LOAN ASSOCIATION, Plaintiff vs. SHIPSHAPE BUILDERS, INC., Concetta Rigatuso, Dominic Rigatuso, June Rigatuso, Rick Rigatuso and Shirley Rigatuso, Defendants.

4. On August 8, 1978, a Decree authorizing the sale of the property in Equity Case No. 6232 was signed by the Honorable B. Hackett Turner, Jr. Said

Decree for Sale of Premises originally meant to be filed in Equity Case No. 6232 was inadvertently marked Equity Case No. 6231 and filed in Equity Case No. 6231 by a clerk of the Circuit Court for Queen Anne's County.

5. On August 8, 1978, a Decree authorizing the sale of the property in Equity Case No. 6231 was signed by the Honorable B. Hackett Turner, Jr. Said Decree for Sale of Premises, originally meant to be filed in Equity Case No. 6231, was inadvertently marked Equity Case No. 6232 and placed in Equity Case No. 6232 by a clerk of the Circuit Court for Queen Anne's County.

6. The Clerk of the Circuit Court in accordance with a request by the Plaintiff's attorney, in these proceedings, mailed a True Copy, Test of each Decree for Sale of Premises to the said attorney. The True Copy, Test of each Decree for Sale of Premises like the original Decrees for Sale of Premises were marked with the incorrect case numbers. Photostats of the True Copy, Test Decrees for Sale of Premises are marked Petitioner's Exhibits A and B and are attached hereto and incorporated by reference herein.

7. Due to the incorrect Equity Case numbers on the True Copy, Test Decrees for Sale of Premises some of the subsequent pleadings and papers filed in Equity Case No. 6232 by the Plaintiff, in these mortgage proceedings, belong in Equity Case No. 6231. Conversely pleadings and papers that belong in Equity Case No. 6232 have been filed in Equity Case No. 6231.

8. Pleadings in Equity Case No. 6232 which belong in Equity Case No. 6231 are the Decree for Sale of Premises, Trustee's Bond, Report of Sale and Order Nisi. In addition the Report of Sale by Alex Cooper Auctioneer's, Inc., the Auctioneer's Affidavit, the Purchaser's Affidavit, and Proof that Notice of Sale was given to the Defendants which were filed in Equity Case No. 6232, belong in Equity Case No. 6231.

9. Due to the confusion in the Equity Case numbers the Petition for Allowance of Second Mortgage Claim filed on behalf of Dealers Aluminum Installation Service, Inc. in Equity Case No. 6232 belongs in Equity Case No. 6231.

10. Further, the Report of Sale filed in Equity Case No. 6232 belongs in Equity Case No. 6231 and therefore the Auditor's Account for Equity Case No. 6232 is incorrect, because it reflects the figures in Equity Case No. 6231. Said Auditor's Account has already been ratified by the Court, however, in order for proper

disbursement of the foreclosure proceeds to take place, the Auditor's Account should be restated. The Trustee, at this time, still has the ability to make disbursements of the proceeds in accordance with a restated Auditor's Account and agrees to do so as evidenced by his consent affixed below.

11. Also, due to the incorrect filing of pleadings the Trustee's Deed to Kevin Quinn, the purchaser at the foreclosure sale, is incorrect and does not convey good title.

12. In order for the Auditor's Account to be correct and for Kevin Quinn, the Purchaser, to acquire good title, Equity Case No. 6232 must be re-opened and the aforementioned pleadings and papers in Equity Case No. 6232 should be removed and filed in Equity Case No. 6231 (while corresponding action should take place with the pleadings and papers filed in Equity Case No. 6231) and then at that point the auditor should restate his account.

WHEREFORE, YOUR PETITIONER PRAYS:

A. That Equity Case No. 6232 be re-opened.

B. That the following pleadings and papers be removed from Equity Case No. 6232 and instead be filed in Equity Case No. 6231: Decree for Sale of Premises, Trustee's Bond, Report of Sale, and Order Nisi: Report of Sale by Alex Cooper Auctioneer's, Inc., the Auctioneer's Affidavit and proof that Notice of Sale was given to the Defendants.

C. That, further, the Petition for Allowance of Second Mortgage Claim filed on behalf of Dealers Aluminum Installation Service, Inc. be removed from Equity Case No. 6232 and instead be filed in Equity Case No. 6231.

D. That the Auditor restate his account once the pleadings and papers have been correctly filed.

E. And for such other and further relief as the nature of its cause may require.

AND, AS IN DUTY BOUND, ETC.

Gordon B. Heyman
GORDON B. HEYMAN
Attorney for Petitioner

WE, consent to the entry of an Order allowing: the re-opening of Equity Case No. 6232 and the request to remove the above pleadings and papers from

Equity Case No. 6232 to Equity Case No. 6231 and the restating of the Auditor's Account.

Bernard Dackman, Trustee

MILLER, ROSENTHAL, PITTLER & KAUFMAN, P.A.

By:
William J. Pittler
Attorneys for Dealers Aluminum Installation Service, Inc.

Kevin Quinn, Purchaser

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 6th day of ~~May~~ June, 1979, a copy of the aforegoing Petition to Re-Open case and to Remove Pleadings and Papers and to Restate the Auditor's Account was mailed postage prepaid to Shipshape Builders, Inc., c/o Rick Rigatuso, Resident Agent, 2307 W. Patapsco Avenue, Baltimore, Maryland 21230, Concetta Rigatuso, 1235 West Cross Street, Baltimore, Maryland 21230, Dominic and June Rigatuso, 2307 W. Patapsco Avenue, Baltimore, Maryland 21230, Rick Rigatuso and Shirley Rigatuso, 53 Jumpers Hole Road, Pasadena, Maryland 21122 and Dealers Aluminum Installation Service, Inc., c/o William J. Pittler, Esquire, Miller, Rosenthal, Pittler & Kaufman, P.A. , 1212 Blaustein Building, One North Charles Street, Baltimore, Maryland 21201.

Gordon B. Heyman

Exhibit A

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 Case #6 FOLIO _____

CASE NUMBER 6332

FILDED: 8/8/78 11:51 a.m.
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 reposed 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 part 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

TRUE COPY, TEST:
CHARLES W. CECIL, CLERK

BY: Beverly J. Peters
DEPUTY CLERK

Exhibit B

LIBER 11 PAGE 274

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 CWC # 6 FOLIO _____

CASE NUMBER 6231

FILDED: 8/8/78 11:15 a.m.
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, sold, at or after any of the periods limited in the mortgage, which has become forfeiture of said mortgage; that Bernard Dachman 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 himself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $44,000.00, 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 complied with the following Maryland Rules; MR, Rule 674 and 2 Notice by Registered Mail to Mortgagor at Mortgagors last known address 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 he shall give 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 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 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 of 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 pay into this Court the money arising from said sale, to be distributed under the order of this Court, after deducting the cost of this suit, and such commissions to said Trustee as this Court shall think proper to allow in consideration of his 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 $ 44,000.00

B. Hackett Turner Jr.
Judge

TRUE COPY, TEST:
CHARLES W. CECIL, CLERK

BY: Beverly J. Peters
DEPUTY CLERK

KEY FEDERAL SAVINGS AND LOAN ASSOCIATION Plaintiff vs. SHIPSHAPE BUILDERS, INC. CONCETA RIGATUSO DOMINIC RIGATUSO JUNE RIGATUSO RICK RIGATUSO SHIRLEY RIGATUSO Defendants	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY NO. 6232 In Equity

* *

ORDER

Upon consideration of the aforegoing Petition and Consents:

It is this 13th day of June, 1979, by the Circuit Court for Queen Anne's County;

ORDERED, That Equity Case No. 6232 be re-opened and;

IT IS ALSO ORDERED, That the Decree for Sale of Premises, Trustee's Bond, Report of Sale, Order Nisi, Report of Sale by Alex Cooper Auctioneer's, Inc., Affidavit, and proof that Notice of Sale was given to the Defendants and removed from Equity Case No. 6232 and instead be filed in Equity Case No. 6231, and assigned the correct case number.

AND, that the Petition for Allowance of Second Mortgage Claim filed on behalf of Dealers Aluminum Installation Service, Inc. be removed from Equity Case No. 6232 and instead be filed in Equity Case No. 6231;

AND IT IS FURTHER ORDERED, that the Court Auditor restate his account once all pleadings and papers have been correctly filed.

AND IT IS FURTHER ORDERED, that Dealers Aluminum Installation Service, Inc. shall have the right to file Exceptions to the Auditor's Restated Account within the time period provided by law.

RECEIVED
CLERK, CIRCUIT COURT
1979 JUN 14 AM 9:54
QUEEN ANNE'S COUNTY

Clayton C. Carter
JUDGE

KEY FEDERAL SAVINGS AND LOAN ASSOCIATION

vs.

SHIPSHAPE BUILDERS, INC., et al.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

No. 6232

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The second Report of J. Thomas Clark, Auditor, unto your Honor, respectfully represents:

1. That this second account is stated per Order of Court of June 13, 1979.

2. That in the within account it appears that the proceeds of sale are sufficient to pay both the principal and interest of said indebtedness.

3. That in the within account of Bernard Dackman, Agent and Trustee, he is charged with the proceeds of sale made by him, the interest and prorata share of State and County taxes; and thereafter Gordon B. Heyman of Cohen and Dackman is allowed his fee in mortgage, the commission for sale of land, the court costs, the premium on the bond, an amount paid for State and County taxes, the several costs paid for advertising said sale and for the Order Nisi on sale, the fee of the auctioneer for crying said sale per Order of Court, the fee of your Auditor for stating the first account, and the fee of your Auditor for stating this second account, the amount due on the principal and interest to Key Federal Savings and Loan Association, and the balance was credited to the second mortgage claim of Dealers Alumium Installation Service, Inc. allowed per Order of Court.

Respectfully submitted,

J. Thomas Clark
Auditor

June 22, 1979

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 report of said Agent and Trustee	$42,000.00
	By interest for 2 months and 18 days on $42,000.00	741.60
	By State and County taxes for 9 months and 3 days, for 1978-79	122.00
	By gross proceeds of sale	$42,863.60

Cr.

To Gordon B. Heyman of Cohen and Dackman, for:		
1. Counsel fee in mortgage	$1,000.00	
2. Commissions on sale	2,250.00	$ 3,250.00
To do., for an amount paid Charles W. Cecil, Clerk, for advanced filing fee		50.00
To do., for an amount paid Marguerite W. Mankin, 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		176.00
To do., for an amount paid Oscar A. Schulz, Treasurer for Queen Anne's County, for State and County taxes on property		1,001.57
To do., for an amount paid The Queen Anne's Record-Observer for:		
1. Advertising said sale	$ 105.00	
2. Publishing Order Nisi	42.00	147.00
To do., for an amount paid The Sunpapers for advertising said sale		179.65
To do., for an amount due Alex Cooper Aucitioneers, Inc., for crying said sale, Per Order of Court		420.00
To do., for an amount paid J. Thomas Clark, Auditor, for stating the first account and notifying parties		55.00

June 22, 1979

J. Thomas Clark
Auditor

To do., for an amount due J. Thomas Clark, Auditor, for stating this second account and notifying parties	$ 45.00	
To do., for an amount due Key Federal Savings and Loan Association for full payment of principal in the amount of $33,350.00 and interest in the amount of $2,291.46, or a total of	35,641.46	
To do., for an amount credited to the Second Mortgage Claim of Dealers Aluminum Installation Service, Inc., Per Order of Court, the balance, or the sum of	1,796.92	
	$42,863.60	$42,863.60

June 22, 1979

J. Thomas Clark
Auditor

KEY FEDERAL SAVINGS AND LOAN ASSOCIATION

vs.

SHIPSHAPE BUILDERS, INC., et al.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

No. 6232

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on June 22, 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 to this cause, to wit:

Key Federal Savings and Loan Association
8601 Liberty Rd.
Randallstown, MD 21122

Gordon B. Heyman, Esq.
Cohen and Dackman
2221 Maryland Avenue
Baltimore, MD 21218

Bernard Dackman, Esq.
2221 Maryland Avenue
Baltimore, MD 21218

Shipshape Builders, Inc.
c/o Rick Rigatuso, Res. Agent
2307 W. Patapsco Avenue
Baltimore, MD 21230

ConGetta Rigatuso
1235 W. Cross Street
Baltimore, MD

Dominic Rigatuso
June Rigatuso
2308 W. Patapsco Avenue
Baltimore, MD 21230

Rick Rigatuso
Shirley Rigatuso
53 Jumpers Hole Rd.
Pasadena, MD 21122

Dealers Aluminum Installation Service, Inc.
c/o William J. Pittler, Esq.
Miller, Rosenthal, Pittler & Kaufman, P.A.
1212 Blaustein Building
One North Charles Street
Baltimore, MD 21201

Pursuant to Rule 595, Sec. G, Maryland Rules of Procedure, notify each of them that said account was filed on June 22, 1979, with the Clerk of the Court, Centreville, Maryland, and that exceptions to said account must be filed on or before July 9, 1979, and if no exceptions are filed within such fifteen-day period, the account may thereupon be ratified on July 10, 1979.

J. Thomas Clark
Auditor

KEY FEDERAL SAVINGS & LOAN ASSOC.	*	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 22nd day of June, 19 79, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 10th day of July, 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 June 22, 1979

KEY FEDERAL SAVINGS AND LOAN ASSOC.	*	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 11th day of July, 1979, 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.

Margarita H. Franklin Clerk

Filed July 11, 1979

VACHEL A. DOWNES, JR.
ATTORNED NAMED IN MORTGAGE
115 Lawyers Row
Centreville, Maryland (21617

VS.

HERBERT R. RATLIFF, SR.
Carter Road
Church Hill, Maryland (21623)

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 6245

* * * * * * * * * * * * * * * *

ORDER TO DOCKET SUIT

SEP -7-78 * 29509 *****50.00
SEP -7-78 A 29509 *****50.00

TO: CHARLES W. CECIL, CLERK:

Mr. Clerk: You will please docket suit as per the above titling for foreclosure of a mortgage from Herbert R. Ratliff, Sr., to The Sudlersville Bank of Maryland, a body corporate of the State of Maryland, dated April 12, 1978, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 133 folio 656, default having occured in the terms thereof by reason of non-payment of principal and interest payable under the terms of said mortgage after demand therefor was made; and you will file herewith a certified copy of said mortgage as well as the accompanying affidavit.

Vachel A. Downes, Jr.
Vachel A. Downes, Jr.
Attorney Named In Mortgage
115 Lawyers Row
Centreville, Maryland (21617)

Telephone: 301-758-0680

AFFIDAVIT

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

I HEREBY CERTIFY, that on this 10th day of September, 1978, before me, the subscriber, a Notary Public as aforesaid, personally appeared Vachel A. Downes, Jr., Attorney Named in Mortgage, and made oath in due form of law to the best of his knowledge, information and belief, that Herbert R. Ratliff, Sr., is not now in the military service of the United States of America as defined by the Soldier's and Sailor's Civil Relief Act of 1940, with amend-

ments thereto, or Chapter 710 of the Laws of Maryland of 1941, nor has he been in such military service within three months prior hereto.

AS WITNESS my hand and Notarial Seal.

Connie L. Hutson
NOTARY PUBLIC

My Commission Expires: 7-1-1982

LIBER 11 PAGE 284

LIBER 133 PAGE 656

DOCUMENT NO. 92 797

SECOND

THIS MORTGAGE, made this 12th day of April, 19 78, by and between HERBERT R. RATLIFF SR., widower 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 ---------- Dollars ($ 6,000.00) 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: The entire balance of principal and any accrued or unpaid interest due shall be payable on demand. Until such time as demand therefor be made said Mortgagor shall have the right to prepay all or any part of the said indebtedness at any time without premium or penalty; provided, however, that all prepayments of principal shall be accompanied by the payment of all interest accruing to the date of such prepayment.

RECEIVED
CLERK, CIRCUIT COURT
1978 APR 18 PM 2:16
QUEEN ANNE'S COUNTY

APR 18-78 * 23231 *****30.80
APR 18-78 A 23231 *****19.80
APR 18-78 A 23230 *****11.00

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

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

ALL that lot or parcel of land situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, improved by a three bedroom modular home, and more particularly described as by metes and bounds, courses and distances by plat and survey of Russell R. Klages, registered surveyor, dated November 15, 1973, as follows, to wit:

BEGINNING for the same at a point in the southwesterly side of Carter Road, which point bears

S 45 degrees 37' 06" E 129.29 feet from an iron pipe located at the northeast corner of the whole tract of Snead, on the said southwesterly side of said road, and which point is located in the division line of the Snead lands and the lands of, or formerly of Joel T. McGinnes, and running thence from said places of beginning, still with the southwesterly side of said public road.

S 45 degrees 37' 06" E 200.00 feet to a point marked by an iron pipe, thence with the remaining lands of said Snead.

S 44 degrees 32' 54" W 322.7 feet to a point and the like of the lands of Lemual Kinnamon, thence with said lands.

N 73 degrees 51' 20" W 59.77 feet to a point and other lands of said Snead, thence with the same.

N 21 degrees 45' 34" E 380.22 feet to the place of beginning and containing 1.00 Acres of Land, more or less.

And especially together with a water well, and the use thereof, in perpetuity, and the water pumps, lines and faucets appurtenance thereto, located on the lands of Albert Snead to the south of the lands hereby intended to be conveyed, all to be used, and maintained jointly, to the extent of existing dwelling now upon said lands, by Albert Snead, et.al., and Herbert Ratliff, their respective heirs and assigns, and together with the right for each of said parties to enter upon the lands of the other party for the purpose of maintaining said water system and all parts thereof; provided that the surface of land disturbed from time to time during the maintenance, repair or replacement of said water system, or any part thereof, shall be restored, so far as possible, to its original condition.

BEING all the same lands conveyed by deed from Albert A. Snead, et.ux., unto Herbert R. Ratliff and Ethel L. Ratliff, his wife, dated December 13, 1973, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 80 folio 525, title thereto vesting solely in Herbert R. Ratliff upon the death of his said wife on July 23, 1977.

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.

Subject to the operation, lien and effect of a certain mortgage from Herbert R. Ratliff, Jr., et.ux., Herbert R. Ratliff, Sr., et.ux., to The Sudlersville Bank of Maryland dated April 22, 1976, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 104 folio 145, the lands hereinabove mentioned being Parcel No. 2 therein.

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

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

AND the Mortgagor covenants with the Mortgagee as follows: (1) To repay the indebtedness, together with interest, secured by this mortgage, when due, (2) to pay a late charge not to exceed five cents for each dollar of delinquent principal and interest, or a minimum charge of $2.00, on each payment more than fifteen days in arrears, to cover the extra expense involved in handling delinquent payments, (3) to keep the improvements on the premises insured against loss or damage by fire and such other hazards as may be required by the Mortgagee, to the amount of at least the insurable value thereof, in an insurance company or companies selected by the Mortgagee, and to have all said policies so framed or endorsed that the proceeds arising from said policies, in case of loss or damage, shall be payable to the Mortgagee only, and may, at his option, be applied to the extinguishment of the indebtedness and sums secured by this mortgage, whether then due or not, or used for the reconstruction of the improvements on the mortgaged property, and to deliver all said policies to the Mortgagee to be kept by him, (4) to pay all taxes, water and sewer charges, insurance premiums, public dues and assessments, for which the Mortgagor and/or the property hereby mortgaged may become liable, when payable; in the event the Mortgagor fails to make the said payments, the Mortgagee is hereby authorized to pay the same, and the Mortgagee shall have a lien hereunder on said premises for the amount so paid, (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor to keep the improvements on said property in good condition and repair, the Mortgagee may demand the immediate repair thereof or an increase in the amount of security or the immediate repayment of the indebtedness hereby secured, and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee may, without notice, institute proceedings to foreclose this mortgage and apply for the appointment of a receiver as herein provided, (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents, issues and profits of said premises and account therefor as the Court may direct, (7) that in case of default in the payment of said debt, or interest, or any part of either, when due, or in any covenant of this Mortgage, then the whole debt intended to be secured and all moneys owing hereunder or secured hereby shall, at the option of the Mortgagee, be due and demandable, and the Mortgagee, or Vachel A. Downes, Jr. his hereby duly constituted attorney for the purpose, are hereby authorized to sell said premises after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper published in the County where the mortgaged property or some portion thereof is located, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, and to apply the proceeds of sale as follows, to wit: first, to the payment of all expenses incident to such sale, including a counsel fee of $ 100.00 for conducting the proceedings if without contest, but if legal services be rendered to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper, and also to the payment of a commission to the party making sale equal to the commission allowed trustees making sales of property under a decree of a Court of equity in the County where the sale is reported; second, to the payment of all claims of the Mortgagee, whether the same shall have matured or not; and third, the balance, if any, to the Mortgagor or to whomsoever shall be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid when suit has been docketed in the proper Court for the purpose under the power of sale granted herein, (8) that in the event of sale of the mortgaged property under the power of sale granted herein, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as part thereof, (9) that the Mortgagor will warrant specially the property hereby conveyed and will execute such further assurances of said land as may be requisite.

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

WITNESS the hand and seal of the Mortgagor:

WITNESS:

[signature]	Herbert R. Ratliff Sr. (SEAL)
	HERBERT R. RATLIFF, SR. (SEAL)
	(SEAL)
	(SEAL)

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S

On this the 12th day of April, 19 78, before me, * W. M. D. [illegible] a notary public, the undersigned officer, personally appeared Herbert R. Ratliff, Sr. known to me to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained; and at the same time appeared John George, President of Mortgagee *

and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, *(and that he is the duly authorized agent of the within named Mortgagee to make this affidavit.)*

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

*and further made oath that the principal sum hereof has been paid over and disbursed by the Mortgagee unto the Mortgagor at a time no later than the final and complete execution and delivery of this mortgage by the Borrower;

[signature]
Notary Public

*Here insert the name of the officer who takes the acknowledgment.

NOTARY PUBLIC

VACHEL A. DOWNES, JR.
ATTORNEY NAMED IN MORTGAGE

VS.

HERBERT R. RATLIFF, SR.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. _____

* * * * * * * * * * * * * *

STATEMENT OF MORTGAGE

INDEBTEDNESS

Late charges due and unpaid	$ 32.00
Principal indebtedness	5,870.00
Unpaid interest at ten percent (10%), to September 6, 1978	203.81
Total Principal and Interest as of September 6, 1978	$ 6,105.81

Respectfully submitted,

Vachel A. Downes, Jr.

Vachel A. Downes, Jr.
Attorney Named in Mortgage

AFFIDAVIT

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

I HEREBY CERTIFY, that on this 6th day of September, 1978, before me, the subscriber, a Notary Public as aforesaid, personally appeared Vachel A. Downes, Jr., Attorney Named In Mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing Statement of Mortgage Indebtedness are true and correct to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Connie L. Hutson
NOTARY PUBLIC

My Commission Expires: 7-1-1982

NOTARY PUBLIC QUEEN ANNE'S COUNTY, MD. CONNIE L. HUTSON

OH. 6245

RECEIVED FOR RECORD Sept. 7, 1978

BOND

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

KNOW ALL MEN BY THESE PRESENTS: that we, Vachel A. Downes, Jr., of Queen Anne's County, State of Maryland, as Principal, and the Fidelity and Deposit Company of Maryland, a body corporate, duly authorized by its charter to become sole Surety on bond, 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 unto the State of Maryland, or its certain attorney, to which payment will and truly to be made and done, we bond ourselves and each of our and each of our heirs, executors, and administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 7th day of September, 1978.

WHEREAS, by a certain mortgage from Herbert R. Ratliff, Sr., to The Sudlersville Bank of Maryland, dated April 12, 1978, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 133 folio 656, the Mortgagors became indebted unto the Mortgagee; and

WHEREAS, Vachel A. Downes, Jr., is the attorney named in said mortgage for purposes of collection and foreclosure;

WHEREAS, the above bounden, Vachel A. Downes, Jr., Attorney Named in Mortgage, is about to execute the power of sale contained in the above described mortgage by making sale of the property described in, granted and conveyed by the said mortgage, default having occurred in the terms, conditions and covenants of the said mortgage by the reason of the non-payment of the principal mortgage debt named in said mortgage and by reason of the non-payment of the interest covenants to be paid upon the said principal mortgage indebtedness by the terms of said mortgage at the times therein provided for the payment.

Now the condition of the above obligation is such, that if the above bounded, Vachel A. Downes, Jr., does and shall, will and faithfully abide by and fulfill any Order or Decree which shall be made by any Court of Equity in relation to the sale of the said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise, to be and remain in full force and virtue in law.

SIGNED, SEALED AND DELIVERED IN
THE PRESENCE OF

Connie L. Hutson

Vachel A. Downes Jr. (SEAL)
Vachel A. Downes, Jr.
Attorney Named In Mortgage

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Jennie J. Edwards

BY: William Freestate
William Freestate
Its Attorney In Fact

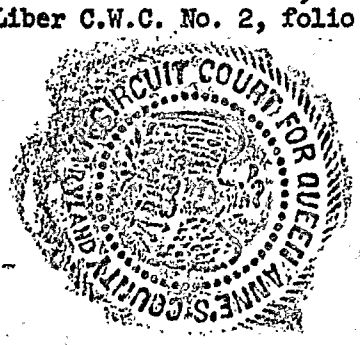
SURETY APPROVED AND FILED ON Sept. 6, 1978

LIBER 2 PAGE 237

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 237, 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 September, Nineteen Hundred and Seventy-eight.

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

LIBER 11 PAGE 290

VACHEL A. DOWNES, JR.
ATTORNEY NAMED IN MORTGAGE

VS.

HERBERT R. RATLIFF, SR.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 6245

* * * * * * * * *

AFFIDAVIT

I HEREBY CERTIFY, that on this 19th day of September, 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., Attorney Named In Mortgage, and made oath in due form of law that registered mail notice of the time, place and terms of sale in this cause were duly served by registered mail on Herbert R. Ratliff, Sr., and on Doris Mae Ratliff, Personal Representative of the Estate of Herbert R. Ratliff, Sr., and on James E. Thompson, Jr., Attorney for the Estate of Herbert R. Ratliff, Sr., as prescribed by Rule W 74 (2) (c) of the Maryland Rules of Procedure.

Judith C. [illegible]
NOTARY PUBLIC

My Commission Expires: 7-1-1982

NOTARY PUBLIC QUEEN ANNE'S COUNTY, MD. JUDITH C. CONLEY

RECEIVED
CLERK, CIRCUIT COURT
1978 SEP 19 PM 1:45
QUEEN ANNE'S COUNTY

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 .....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: Herbert R. Ratliff Sr.

3. ARTICLE DESCRIPTION: REGISTERED NO. 573 | CERTIFIED NO. | INSURED NO.

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE [ ] Addressee [x] Authorized agent

4. Doris Mae Ratliff

DATE OF DELIVERY 9-18-78

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

RECEIVED SEP 20 1978 FINCH RIDGE, MD. POSTAGE 7¢

☆ GPO: 1975—O-203-453

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: James E. Thompson

3. ARTICLE DESCRIPTION: REGISTERED NO. 71 | CERTIFIED NO. | INSURED NO.

(Always obtain signature of addressee or agent)

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

4. [illegible]

DATE OF DELIVERY 9-18-78

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

POSTAGE 5¢

☆ GPO: 1975—O-203-453

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: Doris Mae Ratliff

3. ARTICLE DESCRIPTION: REGISTERED NO. 72 | CERTIFIED NO. | INSURED NO.

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE [x] Addressee [x] Authorized agent

4. Doris Mae Ratliff

DATE OF DELIVERY 9-18-78

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

RECEIVED SEP 20 1978 POSTAGE 7¢

☆ GPO: 1975—O-203-453

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

VACHEL A. DOWNES, JR.
ATTORNEY NAMED IN MORTGAGE

VS.

HERBERT R. RATLIFF, SR.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 6245

* * * * * * * * * * * *

AFFIDAVIT

I HEREBY CERTIFY, that on this 13th day of October, 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., Attorney Named In Mortgage, and made oath in due form of law that registered mail notice of the revised time, place and terms of sale in this cause were duly served, or attempted to be served, by registered mail on Herbert R. Ratliff, Sr., and on Doris Mae Ratliff, Personal Representative of the Estate of Herbert R. Ratliff, Sr., and on James E. Thompson, Jr., Attorney for the Estate of Herbert R. Ratliff, Sr., as prescribed by Rule W 74 (2) (c) of the Maryland Rules of Procedure.

Connie L. Hutson
NOTARY PUBLIC

My Commission Expires: 7-1-1982

Copy LIBER 11 PAGE 292

October 9, 1978

TO:

Herbert R. Ratliff, Sr.
Rt. 1 Box 134A
Church Hill, Maryland 21623

and

Doris Mae Ratliff, Personal
Representative of the Estate
of Herbert R. Ratliff, Sr.,
Rt. 1 Box 134A
Church Hill, Maryland 21623

and

James E. Thompson, Jr., Attorney
For The Estate of Herbert R.
Ratliff, Sr.
117 Lawyers Row
Centreville, Maryland 21617

RE: Foreclosure of Mortgage
Ratliff Residence Carter
Road

NOTICE

Under Rule W 74 (2) (c) of the Maryland Rules of Procedure you are hereby advised of the revised time, place and terms of the foreclosure sale of the Herbert R. Ratliff, Sr., dwelling on Carter Road in the Second Election District of Queen Anne's County, State of Maryland by enclosure herewith of a copy of the advertisement of sale published in the Queen Anne's Record Observer.

It has become necessary to re-schedule the date of the sale from October 3rd to October 24th by reason of the fact that the Record-Observer neglected to insert the advertisement of sale in its issue of September 24th.

Attorney Named In Mortgage

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: D. M. Ratliff 21623

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
402		

(Always obtain signature of addressee or agent)

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

4. Geraldine Thomas (Daughter)
DATE OF DELIVERY 10-12-78 POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

☆ GPO: 1976—O-203-456

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: H. R. Ratliff Sr. 21623

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
400		

(Always obtain signature of addressee or agent)

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

4. Geraldine Thomas
DATE OF DELIVERY 10-12-78 POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

☆ GPO: 1976—O-203-456

REGISTERED NO. 402

Value	$ N/A	Special Delivery	$
Reg. Fee	$ 3.00	Return Receipt	$ .45
Handling Charge	$	Restricted Delivery	$
Postage	$ .15	☐ AIRMAIL	

POSTMASTER (By) S.D.C.

POSTMARK OF CENTREVILLE MD. OCT 10 1978 U.S.P.S. MAILING OFFICE

FROM V. A. Downes, Jr.
21617

TO D. M. Ratliff
Rt. 13 & 134 A
Church Hill, Md. 21623

REGISTERED NO. 401

Value	$ N/A	Special Delivery	$
Reg. Fee	$ 3.00	Return Receipt	$ .45
Handling Charge	$	Restricted Delivery	$
Postage	$ .15	☐ AIRMAIL	

POSTMASTER (By) S.D.C.

POSTMARK OF CENTREVILLE MD. OCT 10 1978 U.S.P.S. MAILING OFFICE

FROM V. A. Downes, Jr.
21617

TO J. E. Thompson, Jr.
21617

REGISTERED NO. 400

Value	$ N/A	Special Delivery	$
Reg. Fee	$ 3.00	Return Receipt	$ .45
Handling Charge	$	Restricted Delivery	$
Postage	$ .15	☐ AIRMAIL	

POSTMASTER (By) S.D.C.

POSTMARK OF CENTREVILLE MD. OCT 10 1978 U.S.P.S. MAILING OFFICE

FROM V. A. Downes, Jr.
21617

TO H. R. Ratliff, Sr.
Rt. 13 & 134-A
Church Hill, Md. 21623

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: J. E. Thompson 21617

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
401		

(Always obtain signature of addressee or agent)

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

4. James E. Thompson
DATE OF DELIVERY 10-11-78 POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

☆ GPO: 1976—O-203-456

VACHEL A. DOWNES, JR.
ATTORNEY NAMED IN MORTGAGE

VS.

HERBERT R. RATLIFF, SR.

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY
NO. 6245

* * * * * * * * * * * * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Vachel A. Downes, Jr., Attorney Named in Mortgage, in the proceedings in said cause above mentioned, respectfully show that after giving bond with approved security for the faithful discharge of his duties, as prescribed by law, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Queen Anne's Record Observer, a newspaper printed and published in Queen Anne's County, Maryland, for more than three (3) consecutive weeks preceding the day of sale; the said attorney named in mortgage, Vachel A. Downes, Jr., did, pursuant to said notice, on Tuesday, October 24,1978, at 11:00 o'clock, a.m., in front of the Courthouse Door, in the Town of Centreville, then and there sell at public auction to the highest bidder the fee simple property mentioned and described in the advertisement of sale; said property so offered being thereby sold unto BERTHERD VESTEL PUCKETT, at and for the sum of $ 16,000.00, which price was the highest amount bid for said property.

The Report of Sale states that the amount of sale is $ 16000.00.

Respectfully submitted,

Vachel A. Downes, Jr.
Vachel A. Downes, Jr.
Attorney Named in Mortgage

RECEIVED
CLERK, CIRCUIT COURT
1978 OCT 24 PM 2:30
QUEEN ANNE'S COUNTY

STATE OF MARYLAND

to wit:

COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, that on this 24th day of October, 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., Attorney Named in Mortgage, and he did make oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct to the best of his knowledge, information and belief, and that such sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Connie L.
NOTARY PUBLIC

My Commission Expires: 7-1-1982

VACHEL A. DOWNES, JR., ATTORNEY NAMED IN MORTGAGE

VS.

HERBERT R. RATLIFF, SR.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 6245

* * * * * * * * * * * *

AFFIDAVIT

The undersigned, purchaser of the property of or formerly of Herbert R. Ratliff, Sr., sold at public auction on the 24th day of OCTOBER, 1978, does hereby make oath in due form of law (a) that the property was purchased by WILLIAM R WILSON 3rd AS AGENT FOR BERTHERD VESTEL PUCKETT AS PRINCIPAL, and (b) that the undersigned did not directly or indirectly discourage anyone from bidding for said property, and (c) and that said purchaser is acting as the agent for any person, ~~persons, partnership or corporation~~, MENTIONED AFORESAID, WHO IS THE SOLE INTERESTED PRINCIPAL

AS WITNESS my hand this 24 day of OCTOBER, 1978.

Wm R. Wilson 3rd agent for
Berthard Vestel Puckett
Purchaser

Subscribed and Sworn to before me, the undersigned, a Notary Public of Queen Anne's County, State of Maryland, this 24 day of OCTOBER, 1978.

AS WITNESS my hand and Notarial Seal.

Connie L. Hutchins
NOTARY PUBLIC

My Commission Expires: 7-1-1982

RECEIVED
CLERK, CIRCUIT COURT
1978 OCT 24 PM 2:29
QUEEN ANNE'S COUNTY

AFFIDAVIT BY AUCTIONEER

I HEREBY CERTIFY, that on this 24 day of OCTOBER, 1978, that the undersigned, did sell at public sale the lands of Herbert R. Ratliff, Sr., on Carter Road, Church Hill, Maryland, (21623), unto BERTHERD VESTEL PUCKETT BY WILLIAM R WILSON 3rd AGENT, at and for the sum of $ 16000.00 and I do further certify that this sale was fairly made.

Joseph A. Jackson, Jr.
Joseph A. Jackson, Jr.,
Auctioneer

Subscribed and Sworn to before me, the undersigned, a Notary

Public of the State of Maryland, in and for Queen Anne's County, this 24 day of OCTOBER, 1978.

AS WITNESS my hand and Notarial Seal.

Connie L. Hutson
NOTARY PUBLIC

My Commission Expires: 7-1-1982

NOTARY PUBLIC
CONNIE L. HUTSON
QUEEN ANNE'S CO.

ORDER NISI ON SALE

VACHEL A. DOWNES, JR. Attorney named in Mortgage vs. HERBERT R. RATLIFF, SR.	In the Circuit Court for Queen Anne's County In Equity Cause No. 6245

ORDERED, this 24th day of October, 19 78, that the sale of the real property, made and reported in this cause by Vachel A. Downes, Jr., Attorney named in Mortgage, be ratified and confirmed, on or after the 24th day of November, 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 November, 19 78.

The report states the amount of sales to be $ 16,000.00.

Charles H. Weil Clerk

Filed Oct. 24, 1978

November 5 78
..... 19....

THIS IS TO CERTIFY, That the annexed
Mortgage 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 ....19..... day of October 19..78

BAY PUBLISHING CORPORATION
Publishers

By Phyllis Welch

RECEIVED
CLERK, CIRCUIT COURT
1978 DEC -6 AM 10: 27
QUEEN ANNE'S COUNTY

Mortgage Sale

OF

Valuable Residential Real Estate

Under and by virtue of the power of sale contained in a mortgage from Herbert R. Ratliff, Sr., unto The Queenstown Bank of Maryland, dated April 12, 1973, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. [illegible], [illegible], unto Vashel A. Downes, Jr., [illegible] in the Mortgage for purpose of collection [illegible] default having occurred in the terms of said mortgage, the undersigned Attorney named in the Mortgage will offer at public auction to the highest bidder on:

Tuesday, October [illegible], 1978

At 11:00 o'clock in the forenoon at the Courthouse Door in the Town of Centreville, Queen Anne's County, Maryland, the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the Second Election District, Queen Anne's County, State of Maryland, improved by a three bedroom mobile home, and more particularly described as by metes and bounds, courses and distances, by plat and survey of Francis H. Kingsley, registered surveyor, dated November 15, 1978, as follows, to wit:

BEGINNING for the same at a point in the southeasterly edge of County Road, [illegible]

[illegible] feet from an iron pipe located at the northeast corner of the [illegible] of said road, on the said southwesterly side of said road, and said point is located in the division line of the said [illegible] and the lands of, or formerly of, [illegible], and running thence from said place of beginning, with the southwesterly [illegible] line of said road,

[illegible] feet to an iron pipe [illegible] by an iron pipe, [illegible]

[illegible] degrees [illegible] feet to the place of the line of the land of [illegible], through said [illegible] lands,

N 7[illegible] 27 feet to an iron pipe and other lands of said [illegible]

N [illegible] feet to the place of beginning and [illegible] land, more or less.

And [illegible] well, and the use thereof, in [illegible] the water pumps, pipes and fixtures [illegible] to, located in the lands of Albert [illegible] and the lands herein [illegible] to be conveyed, all in [illegible], and individually, to the extent [illegible] by Albert Sneed, [illegible], and Herbert Ratliff, their respective heirs and assigns, and together with the right of said parties to enter upon the lands of the other party for the purpose of installing said water system and all parts [illegible] from time to time during the maintenance, repair or replacement of said water system, any part thereof, shall be restored, so far as possible, to its original condition.

BEING all the same lands conveyed by deed from Albert A. Sneed, [illegible], unto Herbert R. Ratliff and Ethel L. Ratliff, his wife, dated December 13, 1978, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. [illegible], title thereto vesting solely in Herbert R. Ratliff upon the death of his said wife on July 25, 1977.

[illegible]: The above described property is [illegible] a three bedroom mobile dwelling.

Subject also to all rights of way, easements, charges and liens, if any, of record prior to the recording of the aforesaid mortgage.

TERMS OF SALE: A deposit of $1,000.00 of the purchase [illegible] by cash or by certified or cashier's check [illegible] purchase price in cash or by certified or cashier's check on day of sale at the option of [illegible]. Any unpaid balance of the purchase money [illegible] by a note of the purchaser(s) bearing interest from day of sale at 8 percent interest, which [illegible] shall be paid within 10 days after final ratification of sale by the Court.

[illegible] to be adjusted to the date of final ratification of sale, all expenses of transfer, including [illegible] stamps or revenue stamps, transfer [illegible], rotary fees, etc., to be at purchaser's expense. Possession to be given upon final ratification. At the time and place of sale, the Purchaser(s) will be required to make deposit as required by Rule BR10 (a) (b) (c) of the Maryland Rules of Procedure.

Vashel A. Downes, Jr.
Attorney Named in Mortgage
115 Lawyers Row
Centreville, Maryland 21617
301-758-0380

Joseph A. [illegible], Jr.
Auctioneer

R.O.-10-4-3

November 5..... 1978..

THIS IS TO CERTIFY, That the annexed

Order Nisi, Case No. 6245..... 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 ....16..... day of November 19.... 78

BAY PUBLISHING CORPORATION
Publishers

By Phyllis Lebeck

RECEIVED
CLERK, CIRCUIT COURT
1978 DEC -6 AM 10: 27
QUEEN ANNE'S COUNTY

ORDER NISI ON SALE
VACHEL A. DOWNES, JR.
Attorney named in Mortgage
vs.
HERBERT R. RATLIFF, SR.
In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 6245

ORDERED, this 24th day of October, 1978, that the sale of the real property, made and reported in this cause by Vachel A. Downes, Jr., Attorney named in Mortgage, be ratified and confirmed, on or after the 24th day of November, 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 sucessive weeks before the 17th day of November, 1978.

The report states the amount of sales to be $16,000.00.

CHARLES W. CECIL
Clerk

TRUE COPY, TEST;
CHARLES W. CECIL,
CLERK
BY: Betty M. Comegys
DEPUTY CLERK

Filed Oct. 24, 1978 11-1-3t

VACHEL A. DOWNES, JR.,
ATTORNEY NAMED IN MORTGAGE

VS.

HERBERT R. RATLIFF, SR.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 6245

* * * * * * * * * * * * * * * * * *

FINAL ORDER OF RATIFICATION OF SALE

Upon the aforegoing Report of Sale and Affidavit, it is ORDERED this 7th day of December, 1978, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of said Court, that the sale made by Vachel A. Downes, Jr., Attorney Named in Mortgage, on the 24th day of October, 1978, reported to this Court, be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although notice appears to have been given as directed by the preceding Order Nisi; and the said Vachel A. Downes, Jr., Attorney Named in Mortgage, is allowed the usual commissions under Rule of this Court and such proper expenses as he shall produce vouchers for to the auditors.

JUDGE

VACHEL A. DOWNES, JR.,
Attorney named in mortgage

vs.

HERBERT R. RATLIFF, SR.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 6245

TO THE HONORABLE, THE JUDGE OF SAID COURT:

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

1. That this account is stated at the request of Vachel A. Downes, Jr., Attorney named in mortgage, wherein it appears that the proceeds of sale are sufficient to pay the indebtedness.

2. That in the within account of Vachel A. Downes, Jr., Attorney named in mortgage, he is charged with the proceeds of sale made by him and interest collected on unpaid purchase price; and he is allowed thereafter his fee for mortgage, his commissions for said sale, the court costs paid, the court costs due, the bond preimum, the costs paid for advertising said sale and the Order Nisi, the State and County taxes, Notary fees, Registered mail notices, the fee due the auctioneer, the fee of your Auditor due, the amount due on the mortgage indebtedness of $6,073.71, which includes interest to date of filing suit, but not late charges, and interest for two months thereafter, and the balance was directed to be paid to the Personal Representative of the Estate of Herbert R. Ratliff, Sr.

Respectfully submitted,

J. Thomas Clark

J. Thomas Clark, Auditor

May 16, 1979

FILED
MAY 16 1979
CIRCUIT COURT
QUEEN ANNE'S CO

CAUSE NO. 6245

The proceeds of sale of land reported in this cause in account with Vachel A. Downes, Jr., Attorney named in mortgage, and vendor of said land.

Dr.

1978 Oct. 24	By proceeds of sale of land, per report of said vendor, to wit:	$16,000.00
	By interest on unpaid balance, per settlement sheet	516.93
	By gross proceeds of sale	$16,516.93

Cr.

To Vachel A. Downes, Jr., Attorney named in mortgage		
1. Counsel fee in mortgage	$100.00	
2. Commissions on sale	950.00	1,050.00
To do., for an amount paid Charles W. Cecil, Clerk, for advanced filing fee		50.00
To do., for an amount due Marguerite W. Mankin, Clerk		
1. Appearance fee	10.00	
2. Clerk's additional	70.00	80.00
To do., for an amount paid W. M. Freestate Agency for bond premium		28.00
To do., for amounts paid Queen Anne's Record-Observer		
1. Advertising costs	147.00	
2. Order Nisi on Sale	42.00	189.00
To do., for an amount paid Oscar A. Schulz, Treasurer for State and County taxes		146.27
To do., for an amount paid to Vachel A. Downes, Jr., for notary fees		2.00
To do., for an amount paid to Vachel A. Downes, Jr., for registered mail notices for two times		20.70
To do., for an amount due Joseph A. Jackson, Jr., Auctioneer, for crying said sale		40.00

May 16, 1979

J. Thomas Clark, Auditor

To J. Thomas Clark, Auditor			
1. For Stating this account	$ 45.00		
2. For notifying parties	10.00	$ 55.00	
To do., for an amount due Sudlersville Bank of Maryland for payment of mortgage indebtedness, of $6,073.71, which includes interest to date of filing but not late charges, and interest for two months after suit of $97.83		6,171.54	
To Doris Mae Ratliff, Personal Representative, and James E. Thompson, Jr., Attorney, for the Estate of Herbert R. Ratliff, Sr., the balance		8,684.42	
		$16,516.93	$16,516.93

May 16, 1979

J. Thomas Clark

J. Thomas Clark, Auditor

VACHEL A. DOWNES, JR.,
Attorney named in mortgage

vs.

HERBERT R. RATLIFF, SR.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 6245

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on May 16, 1979, the date the audit in the above entitled cause was filed in this Court, he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

Vachel A. Downes, Jr., Esquire
Queen Anne Building
Centreville, Maryland 21617

Doris Mae Ratliff, Personal
Representative of the Estate
of Herbert R. Ratliff, Sr.
Rt. 1, Box 134A
Church Hill, MD 21623

James E. Thompson, Jr., Esquire
118 North Commerce St.
Centreville, Maryland 21617

The Sudlersvill e 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 May 16, 1979, with the Clerk of the Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before June 1, 1979, and if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on June 4, 1979.

J. Thomas Clark

J. Thomas Clark, Auditor

VACHEL A. DOWNES, JR. Attorney named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
	*	No. 6245
HERBERT R. RATLIFF, SR.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 16th day of May, 19 79, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 4th day of June, 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.

Margueritte H. Rankin Clerk

Filed May 16, 1979

VACHEL A. DOWNES, JR., Attorney named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6245
	*	
HERBERT R. RATLIFF, SR.	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 10th day of July, 19 79, by the Court that the account of the Auditor is finally ratified and confirmed, and Vachel A. Downes, Jr., 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.

Marguerite H. Markin Clerk

Filed July 10, 1979

UNITED STATES DISTRICT COURT

FOR THE

DISTRICT OF MARYLAND

UNITED STATES OF AMERICA, Plaintiff	)	
v.	)	CIVIL NO. H78-1105
WAKEFIELD J. JOHNSON ROUTE 1, BOX 579 CHESTERTOWN, MARYLAND 21620 DORIS E. JOHNSON ROUTE 1, BOX 579 CHESTERTOWN, MARYLAND 21620 Defendants	)	

PETITION TO FORECLOSE

Your petitioner, United States of America, acting on behalf of the Farmers Home Administration, an agency of the United States of America, by Russell T. Baker, Jr., United States Attorney for the District of Maryland, respectfully represents:

1. The Farmers Home Administration is now, and has been at all times herein mentioned, an agency of the United States of America, having an office for the transaction of business at Coleman Enterprise Building, P. O. Box 214, Rt. 213, Chestertown, Maryland 21620.

2. On or about April 13, 1972, the defendants, Wakefield J. Johnson and Doris E. Johnson, being indebted to the United States by virtue of a loan made to said defendants in the sum of $15,400.00 duly made, executed, and delivered to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, their Promissory Note wherein the said defendants covenanted and agreed to repay said loan as, and under the conditions,

therein provided on or before April 13, 2005. A true and complete copy of said Note is attached hereto as Exhibit A and is incorporated by reference herein as fully as if set forth at length herein.

3. To secure the payment of the aforesaid Note, the said defendants, on April 13, 1972, executed and delivered to the United States their indenture of mortgage, conveying to the United States the premises described therein as security for said debt; the said Mortgage was duly recorded in the Queen Anne's County Clerk's Office, Liber CWC 63, Page 68. A true and complete copy of said Mortgage is attached hereto as Exhibit B and is incorporated by reference herein as fully as if set forth at length herein.

4. The United States is now the owner and holder of said Promissory Note and Mortgage; the said defendants, Wakefield J. Johnson and Doris E. Johnson, defaulted in the payment of said Note by not making payments as required; as provided in said Note, and following such default, the United States elected to declare that by reason of said default, the entire balance of said Note remaining unpaid is due and payable forthwith; the defendants and each of them have failed to pay the same; and there is now due upon said Note as of November 9, 1977, the amount of $14,490.98, principal, together with interest in the amount of $730.66, accrued through that date and accruing at the daily rate of $2.4813 thereafter. A true and complete copy of the Statement of Mortgage Debt relative to the subject debt is attached hereto as Exhibit C and incorporated by reference herein as fully as if set forth at length herein.

5. By reason of the default of said defendants, the United States is entitled to an Order of this Court foreclosing said Mortgage and ordering the sale of the premises described in said Mortgage in the manner provided by law and ordering the application of the proceeds of such sale in payment of the judgment of the United States against the defendants, Wakefield J. Johnson and Doris E. Johnson.

6. In order to protect the interests of the United States in the assets during the pendency of these proceedings, it is requested by your petitioner that the United States Marshal for the District of Maryland be appointed Trustee without bond for that purpose.

WHEREFORE, the United States demands judgment and order of this Court:

(a) For the aggregate amount of the aforementioned sums and for such other amounts as the Court may find to be due from said defendants in the premises;

(b) Foreclosing the Mortgage described herein; ordering the premises described herein to be sold in the manner provided by law; and ordering that the proceeds be applied to the costs and expenses of sale, next in satisfaction of the Plaintiff's judgment against said defendants, and that the surplus, if any, be deposited in the account of the United States Marshal, subject to further order of the Court;

(c) For the appointment of the United States Marshal for the District of Maryland as Trustee to serve without bond;

(d) For such other and further relief as the Court may deem proper in the premises.

UNITED STATES OF AMERICA

RUSSELL T. BAKER, JR.
UNITED STATES ATTORNEY
DISTRICT OF MARYLAND

By _____

Robert A. Rohrbaugh
Assistant United States Attorney
101 West Lombard Street
Baltimore, Maryland 21201
COM: 301-539-2940
FTS: 922-4822

Form FHA 440-16
(Rev. 2-19-71)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

KIND OF LOAN:
- [ ] FO
- [x] RH
  - [x] NONFARM
  - [ ] 504
- [ ] FO-NFE
- [ ] RRH
- [ ] SW(Ind.)
- [ ] LH
- [ ] RL

PROMISSORY NOTE
(INSURED LOAN)

STATE: MARYLAND			
COUNTY: QUEEN ANNE'S			
CASE NO. 24-18-007.U5			
FINANCE OFFICE USE ONLY			
F 46	LN 07	LC	IA

Date April 13th, 19 72

FOR VALUE RECEIVED, the undersigned (whether one or more persons, herein called "Borrower") jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, (herein called the "Government") at its office in CHESTERTOWN, MARYLAND 21620, **THE PRINCIPAL SUM OF** FIFTEEN THOUSAND FOUR HUNDRED **DOLLARS** ($ 15,400.00), plus **INTEREST** on the **UNPAID PRINCIPAL** balance at the **RATE** of SEVEN AND ONE QUARTER **PERCENT** (7¼%) **PER ANNUM.** The said **PRINCIPAL** and **INTEREST** shall be **PAYABLE** in the **FOLLOWING** 34 (*Number of installments*) **INSTALLMENTS** on or before the **FOLLOWING DATES:**

$ 899.00 JANUARY 1, 19 73, $ 1,240.00 **ANNUALLY** thereafter on **JANUARY** 1, until the **PRINCIPAL** and **INTEREST** are fully paid except that the **FINAL INSTALLMENT** of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and **PAYABLE** THIRTY-THREE (33) **YEARS** from the **DATE** of this **NOTE.** The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

Every payment made on any indebtedness evidenced by this note shall be applied first to interest computed to the effective date of the payment and then to principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied to the installments last to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled herein.

Borrower agrees that the Government at any time may assign this note and insure the payment thereof, and in such case, though the note is not held by the Government, Borrower shall continue to pay to the Government, as collection agent for the holder, all installments of principal and interest as scheduled herein.

While this note is held by an insured lender, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an annual installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

Borrower hereby certifies that he is unable to obtain sufficient credit elsewhere to finance his actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near his community for loans for similar purposes and periods of time.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced hereby shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower (a) will personally operate such property as a farm with his own and his family's labor if this is an FO loan, or (b) will personally occupy and use such property if this is an RH loan on a "nonfarm tract" or a section 504 RH loan.

EXHIBIT A

Position 2

LIBER 11 PAGE 311

REFINANCING AGREEMENT: If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. This paragraph and the preceding paragraph shall not apply to any comaker signing this note pursuant to Section 502 of the Housing Act of 1949 to compensate for deficient repayment ability of other undersigned person(s).

DEFAULT hereunder shall constitute default under any other instrument evidencing a debt of Borrower owing to or insured by the Government or securing or otherwise relating to such a debt; and default under any such other instrument shall constitute default hereunder. **UPON ANY SUCH DEFAULT,** the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This note is given as evidence of a loan to Borrower made or insured by the Govemment pursuant to the Consolidated Farmers Home Administration Act of 1961 if the box opposite "FO", "FO-NFE", "RL", or "SW(Ind.)", is checked under the heading "KIND OF LOAN" or pursuant to Title V of the Housing Act of 1949 if the box opposite "RH", "RRH", or "LH", is checked. This note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions hereof.

Presentment, protest, and notice are hereby waived.

Wakefield Johnson (SEAL)
Wakefield Johnson (BORROWER)

Doris E. Johnson (SEAL)
Doris E. Johnson (SPOUSE)

Chestertown, Maryland 21620
(Post-office address of Borrower, include ZIP Code)

Pay to the order of _____

UNITED STATES OF AMERICA
FARMERS HOME ADMINISTRATION

By: _____

_____
(Title)

FmHA 451-809

LIBER 00 PAGE 00

No. 68530
Re. 44762

Position 5

Received for record April 13, 1972 1:50 P.M.

MAY 12 1972

USDA-FHA
Form FHA 427-1 MD
(Rev. 7-23-71)

REAL ESTATE MORTGAGE FOR MARYLAND
(INSURED LOANS TO INDIVIDUALS)

KNOW ALL MEN BY THESE PRESENTS, Dated April 13, 1972

WHEREAS, the undersigned Wakefield J. Johnson and Doris E. Johnson, his wife,

residing in Kent County, Maryland, whose post office address is Chestertown, Maryland 21620, herein called "Borrower," are (is) justly indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

Date of Instrument	Principal Amount	Annual Rate of Interest	Due Date of Final Installment
April 13, 1972	$15,400.00	7¼%	April 13, 2005

WHEREAS, the note evidences a loan to Borrower in the principal amount specified therein, made with the purpose and intention that the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farmers Home Administration Act of 1961, or Title V of the Housing Act of 1949; and

WHEREAS, when payment of the note is insured by the Government, it may be assigned from time to time and each holder of the insured note, in turn will be the insured lender; and

WHEREAS, when payment of the note is insured by the Government, the Government will execute and deliver to the insured lender along with the note an insurance endorsement insuring the payment of all amounts payable to the insured lender in connection with the loan; and

WHEREAS, when payment of the note is insured by the Government, the Government by agreement with the insured lender set forth in the insurance endorsement may be entitled to a specified portion of the payments on the note, to be designated the "annual charge"; and

WHEREAS, a condition of the insurance of payment of the note will be that the holder will forego his rights and remedies against Borrower and any others in connection with the loan evidenced thereby, as well as any benefit of this instrument, and will accept the benefits of such insurance in lieu thereof, and upon the Government's request will assign the note to the Government; and

WHEREAS, it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured lender, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance endorsement by reason of any default by Borrower;

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured lender, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, convey, mortgage, assign, and forever warrant unto the Government the following property situated in the State of Maryland, County(ies) of

Queen Anne

EXHIBIT B

LIBER 11 PAGE 313

FHA 427-1 MD (Rev. 7-23-71)

All that lot or parcel of land, situate, lying and being in the Seventh Election District of Queen Anne's County, Maryland, in an area known as "Ewingtown" and more particu larly described in accordance with a survey by J. R. McCrome, Jr., Inc., dated April 1, 1970 and plat filed in Liber C.W.C. No. 57, folio 650 et seq, to wit:

BEGINNING for the same at a point of intersection of the division line between the lands of Mabel M. Wright (see T.S.P. 35/465) and the herein described lands and the centerline of First Street. Said point being located South 01° 07' 30" East 10.00 feet from an iron pipe set in the aforementioned division line:

Thence, leaving said beginning point, so fixed, and binding on the aforementioned centerline of First Street, South 89°30' 00" West 214 feet to a point;

Thence leaving said point and binding on the new line of division through the Frank Saunders lands, North 00°30' 00" West 10.00 feet to an iron pipe set and still continuing along said North 00°30' 00" West line 194.40 feet (total 204.40 feet) to an iron pipe set;

Thence, leaving said iron pipe and binding on the existing fence line which is the division line between the herein descibed lands and the lands of others, North 89°30' 00" East 211.77feet to an iron pipe set;

Thence leaving said pipe and binding on the aforementioned division line between the Wright lands and the herein described lands, South 01° 07' 30" East 194.40 feet to the first mentioned iron pipe set and still continuing along said South 01° 07' 30" East line 10:00 feet (204.40 feet total) to the place of beginning. Containing in all 1.00 acres of land, more or less.

BEING the same premises conveyed by Frank Saunders to the borrowers herein, by deed dated August 6, 1971, and recorded among the Land Records of Queen Anne's County, in Liber C.W.C. No. 57, folio 650.

[illegible] by the Government shall relieve Borrower from breach of his covenant to pay. Such advances, with interest, shall be repaid from the first available collection received from Borrower. Otherwise, any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured lender shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other, insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetant, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) As against the debt evidenced by the note and indebtedness to the Government hereby secured, with respect to the property, Borrower (a) hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, curtesy, homestead, valuation, appraisal, and exemption, to which Borrower is or becomes entitled under the laws and constitution of the jurisdiction where the property lies, and (b) hereby agrees that any right provided by such laws or constitution for redemption or possession following foreclosure sale shall not apply, and that no right of redemption or possession shall exist after foreclosure sale.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (a) neither he nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for its sale or rental, or will otherwise make unavailable or deny said property, to anyone because of race, color, religion or national origin and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on said property relating to race, color, religion or national origin.

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Trenton, New Jersey 08607, and in the case of Borrower to him at his post office address stated above.

(23) Upon default by Borrower as aforesaid, in addition to any other remedies provided by law, Borrower hereby assents to the passage of a decree for the sale of the property and Borrower hereby also authorizes the Government, its successors or assigns, after any default in the covenants or conditions of this instrument, to sell the property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto.

LIBER 11 PAGE 316

PROVIDED that if all the indebtedness hereby secured is duly paid and each and every covenant, condition, agreement, and obligation, contingent or otherwise, contained herein, secured hereby or arising hereunder is fully performed and discharged, this mortgage shall be void; otherwise to remain in full force and effect.

Witness the hand(s) and seal(s) of Borrower the day and year first above written.

TEST:

Anthony Libersky (Witness) — Wakefield J. Johnson (SEAL)

Doris E. Johnson (SEAL)

STATE OF MARYLAND

COUNTY OF Kent

ACKNOWLEDGMENT AND AFFIDAVIT

I hereby certify that on this 13th day of April, 19 72, before me, a Notary Public of the State of Maryland, in and for the said County, personally appeared Wakefield J. Johnson and Doris E. Johnson, his wife, mortgagor(s), and acknowledged the aforegoing mortgage to be their act. At the same time also appeared Joseph J. Yanush, Jr., agent of the mortgagee, and made oath that the consideration, set forth in said mortgage is true and bona fide as therein set forth, and that the amount of the aforesaid loan has been paid over and disbursed to said mortgagor(s) at or before the time of execution of this mortgage, and also made oath that he is the agent of the mortgagee and authorized to make this affidavit.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL)

Anthony Libersky, Notary Public.

My commission expires the 1st day of July, 19 72.

LIBER 63 PAGE 71

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, SCI.

I HEREBY CERTIFY THAT THIS Mortgage 8:45 RECEIVED FOR RECORD THIS 13th DAY OF April 1972 AT 1:50 P.M. AND RECORDED IN LIBER Case 63 folio 68 RECORD BOOK FOR QUEEN ANNE'S COUNTY.

Charles W. Cole, CLERK.

1570

UNITED STATES DISTRICT COURT

FOR THE

DISTRICT OF MARYLAND

UNITED STATES OF AMERICA, Plaintiff	)	CIVIL NO. _____
v.	)	
WAKEFIELD J. JOHNSON DORIS E. JOHNSON Defendants	)	

STATE OF DELAWARE
COUNTY OF NEW CASTLE } ss:

STATEMENT OF MORTGAGE DEBT

I, James V. DeHart, Property Management Specialist, of the Farmers Home Administration, United Statee Department of Agriculture for the State of Maryland being duly sworn deposes and says for the purposes Rule W72d of the Maryland Rules of Procedure the following:

1. Wakefield J. Johnson and Doris E. Johnson of Route 1, Box 579, Chestertown, Maryland 21620

are justly and truly indebted to the United States of America in the principal sum of $14,490.98 and the sum of $730.66 interest accrued through November 9, 1977 and accruing at the daily rate of $2.4813 from that date.

2. I am informed and believe that Wakefield J. Johnson and Doris E. Johnson are indebted to the United States of America in the amount stated above. The sources of my information and the

EXHIBIT C

grounds for my belief are the official records of the Farmers Home Administration.

Signed this 10th day of November, 1977.

James V. DeHart
JAMES V. DEHART
Property Management Specialist

STATE OF DELAWARE
COUNTY OF NEW CASTLE } ss:

BE IT REMEMBERED that on this 10th day of November, in the year of our Lord 1977, personally appeared before the subscriber, a Notary Public for the State of Delaware and County aforesaid, James V. DeHart, an agent of the Farmers Home Administration, personally known to me to be such and acknowledged this instrument to be his deed.

Given under my hand and seal of office the day and year aforesaid.

My commission expires February 28, 1979.

Roberta S. Stafford
Notary Public
Roberta S. Stafford

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

I HEREBY CERTIFY that on this day of , 1978, before me, the subscriber, a Notary Public of the State of Maryland, and City of Baltimore, personally appeared, Robert A. Rohrbaugh , Assistant United States Attorney for the District of Maryland, and made oath in due form of law that the matters and facts contained in the foregoing Petition to Foreclose are true to the best of his knowledge, information, and belief.

AS WITNESS my hand and Notarial seal.

GERALDINE ZINSER
NOTARY PUBLIC

My commission expires _____.

UNITED STATES DISTRICT COURT

FOR THE

DISTRICT OF MARYLAND

UNITED STATES OF AMERICA, Plaintiff	)	
v.	)	CIVIL NO. H78-1105
WAKEFIELD J. JOHNSON ROUTE 1, BOX 579 CHESTERTOWN, MARYLAND 21620	)	
DORIS E. JOHNSON ROUTE 1, BOX 579 CHESTERTOWN, MARYLAND 21620 Defendants	)	

ORDER

Upon consideration of the Petition of the United States of America, acting on behalf of the Farmers Home Administration, an agency of the United States of America, by Russell T. Baker, Jr., United States Attorney for the District of Maryland, seeking sale of certain real property described in the Real Estate Mortgage referred to in said Petition, it is this 21st day of June, 1978,

ORDERED:

1. The United States Marshal for the District of Maryland is hereby appointed Trustee without bond.

2. The said Trustee is hereby directed to sell on behalf of the Farmers Home Administration, its successors or assigns, or its duly authorized attorney, the property set forth in said Mortgage in accordance with the terms and powers conferred upon him therein, after having first

notified all interested parties by publishing said notification once a week for at least four (4) weeks prior to the date of the sale in a newspaper of general circulation in the county in which the property lies.

3. The terms of said sale shall be all cash; a deposit of fifteen percent (15%) of the purchase price shall be required at the time of sale, the balance to be paid within ten (10) days after final ratification of said sale by this Court. In the event of default by the purchaser, the property shall be resold at the risk and cost of the defaulting purchaser. All conveyancing, recording, revenue stamps, and other expenses of sale shall be at the cost of the purchaser.

4. After said Trustee has complied with the order of this Court, such sale shall be reported back to this Court for approval and ratification.

5. The proceeds of such sale shall be deposited into the account of the United States Marshal to be distributed as the Court shall direct after review and accounting thereof.

CLARENCE E. GOETZ

U. S. Magistrate
United States District Court

I hereby attest and certify on 6-22-78 that the foregoing document is a full, true and correct copy of the original on file in my office and in my legal custody.

PAUL R. SCHLITZ
CLERK, U. S. DISTRICT COURT
DISTRICT OF MARYLAND

By _____ Deputy

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

UNITED STATES OF AMERICA

v.

WAKEFIELD J. JOHNSON
and
DORIS E. JOHNSON

CIVIL NO. H-78-1105

* * * * * * * * *

AFFIDAVIT UNDER MARYLAND RULE W74a2(b)

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

I HEREBY CERTIFY that on this 21st day of September, 1978 before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared John W. Spurrier, Trustee, appointed by the United States District Court for the District of Maryland to make the sale of the property herein, who made oath in due form of law that notice has been given by Certified Mail to the mortgagors at their last known address of the time, place, and terms of the sale of the property herein, in compliance with Rule 74a2(b).

AS WITNESS my hand and Notarial Seal.

Geraldine Zenon
Notary Public

MY COMMISSION EXPIRES: 7/1/82

UNITED STATES MARSHAL'S SALE

UNDER and by virtue of an ORDER OF SALE, issued out of the United States District Court for the District of Maryland, as the suit of the United States v. Wakefield J. Johnson and Doris E. Johnson, in mortgage foreclosure proceedings on behalf of the Farmers Home Administration, an agent of the United States Government, Civil Action No. H 78-1105, notice is hereby given that I, John W. Spurrier, United States Marshal as Trustee, will sell for cash at public auction sale, on the premises,

TUESDAY, OCTOBER 10, 1978
AT 12:00 NOON
Route 1, Box 579
Ewingtown, Maryland
Chestertown, Md. Post Office 21620
(Queen Anne's County)

FEE SIMPLE PROPERTY, containing 1.00 acres of land, more or less. All that lot or parcel of land, situate, lying and being in the Seventh Election District of Queen Anne's County, Maryland, in an area known as "Ewingtown" and more particularly described in accordance with a survey by J. R. McCrome, Jr., Inc., dated April 1, 1970 and plat filed in Liber C.W.C. No. 57, folio 650, et seq. For legal description, see Liber CWC 63, page 68, duly recorded in the Queen Anne's County Clerk's Office.

TERMS OF SALE: Cash. A deposit of 15% of the purchase price shall be required at the time of the sale, the balance to be paid within ten (10) days after final ratification of said sale by the United States District Court for the District of Maryland.

Interest to be charged on unpaid purchase price from the date of sale to the date of settlement.

In the event of default by the purchaser, the property shall be resold at the risk and cost of the defaulting purchaser. All conveyancing, recording, revenue stamps and other expenses of sale shall be at the cost of the purchaser.

JOHN W. SPURRIER, UNITED STATES MARSHAL
DISTRICT OF MARYLAND

****

Advertise - once a week for five successive weeks, on Wednesdays, September 6, 13, 20, 27 and October 4, 1978.

I hereby attest and certify on September 21, 1978 that the foregoing document is a full true and correct copy of the original on file in my office and in my legal custody.
PAUL E. SCHLITZ
CLERK, U.S. DISTRICT COURT
DISTRICT OF MARYLAND
By Elizabeth C. Trockel Deputy

USA-35-47
Ed. 11/2/66

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

UNITED STATES OF AMERICA, *
Plaintiff * CIVIL NO. H-78-1105
v. *
*
WAKEFIELD J. JOHNSON
and *
DORIS E. JOHNSON
Defendants *
*
*
*
*
*
*

* * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

This Report of Sale by John W. Spurrier, United States Marshal for the District of Maryland, Trustee in the above-entitled matter, by Russell T. Baker, Jr., United States Attorney for the District of Maryland, and Robert A. Rohrbaugh, Assistant United States Attorney for said District, respectfully represents:

1. That Wakefield J. and Doris E. Johnson having defaulted in their payments on their promissory note to the United States (Farmers Home Administration), notice of sale of certain real property described in the real estate mortgage referred to in the Petition to Foreclose heretofore filed by the United States was duly given by publication in the Kenty County News, a newspaper published in Chestertown, Maryland.

2. That pursuant to the Order of this Honorable Court dated June 21, 1978, authorizing the Trustee to sell the aforesaid property of Wakefield J. and Doris E. Johnson, a public sale was held on October 10, 1978, on the premises known as Rt. 1, Box 579, Ewingtown, Md., Chestertown, Md. Post Office, said property being covered by the real estate mortgage heretofore filed in this proceeding.

USA-35-47
Ed. 11/2/66
(Page 2)

3. That John W. Spurrier, United States Marshal, Trustee, conducted the public sale.

4. That the said property was sold to the Farmers Home Administration, an agency of the United States of America, for the sum of $ 16,500.00, said purchaser being the highest bidder therefor.

Russell T. Baker, Jr.
United States Attorney

Robert A. Rohrbaugh
Assistant United States Attorney

STATE OF MARYLAND)
) SS:
~~CITY~~ OF BALTIMORE)

I HEREBY CERTIFY that on this 19TH day of October, 1978, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared John W. Spurrier, United States Marshal for the District of Maryland, Trustee, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Melanie J. Roach
Notary Public

My Commission Expires: 7/1/82

MELANIE J. ROACH
NOTARY PUBLIC
BALTIMORE CITY, MD.

USA-35-48
Ed. 11/2/66

LIBER 11 PAGE 326

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

UNITED STATES OF AMERICA,	*	
Plaintiff	*	CIVIL NO. H-78-1105
v.	*	
	*	
WAKEFIELD J. JOHNSON and DORIS E. JOHNSON	*	
	*	
Defendants	*	
	*	
	*	
	*	
	*	

* * * * * * *

ORDER NISI

ORDERED this 20th day of October, 1978, by the United States District Court for the District of Maryland, that the sale of the real property described in the above-entitled proceedings, made and reported by John W. Spurrier, United States Marshal for the District of Maryland, Trustee, to the Farmers Home Administration, an agency of the United States of America, for the sum of $ 16,500.00, said purchaser being the highest bidder therefor, be ratified and confirmed unless cause to the contrary be shown on or before the 18th day of December, 1978, provided that a copy of this Order be inserted in some newspaper published in Chestertown, Maryland, once a week for three successive weeks preceding November 20th, 1978.

Alexander Harvey II
JUDGE
United States District Court
Alexander Harvey, II

I hereby attest and certify on October 20, 1978 that the foregoing document is a full, true and correct copy of the original on file in this office and in my custody.

PAUL R. ...
CLERK, U. S. DISTRICT COURT
DISTRICT OF MARYLAND
By Eileen G. Michael Deputy

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

UNITED STATES OF AMERICA, *

Plaintiff, *

V. *

CIVIL NO. H-78-1105

*

WAKEFIELD J. JOHNSON
and
DORIS E. JOHNSON, *

Defendants *

RECORDED
CLERK, CIRCUIT COURT
1979 JUL 19 AM 11:50
QUEEN ANNE'S COUNTY

JUL 19-79 * 2 866 ****155.00
JUL 19-79 A 32 866 ****105.00
JUL 19-79 A 32 865 *****50.00

* * * * * * *

ORDER

Compliance having been had with the Order of this Court dated October 20, 1978, requiring publication of sale made by John W. Spurrier, United States Marshal for the District of Maryland, Trustee, on October 10, 1978, as evidenced by Certification of Publication heretofore filed, and no cause to the contrary having been shown,

IT IS ORDERED this 19th day of December, 1978, by the United States District Court for the District of Maryland, that the sale heretofore reported in these proceedings to the Farmers Home Administration, an agency of the United States, its successors and assigns, at and for the sum of $ 16,500.00, be and the same is hereby ratified and confirmed. Since copies of the debt instruments were attached to the Petition to Foreclose, the originals now on file in the Clerk's Office shall be returned to the United States Attorney.

Alexander Harvey II
HONORABLE ALEXANDER HARVEY, II
UNITED STATES DISTRICT COURT JUDGE

I hereby attest and certify on 12/21/78 that the foregoing document is a full, true, and correct copy of the original on file in my office and in my legal custody.

PAUL E. SCHLITZ
CLERK, U.S. DISTRICT COURT
DISTRICT OF MARYLAND

By Virginia A. Smith Deputy

(9) Filed 19th of December 1978

LIBER 11 PAGE 327

106

Form FHA 440-16
(Rev. 2-19-71)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

BOOK 11 PAGE 028

KIND OF LOAN:
- [ ] FO
- [x] RH
- [x] NONFARM
- [ ] 504
- [ ] FO-NFE
- [ ] RRH
- [ ] SW(Ind.)
- [ ] LH
- [ ] BL

PROMISSORY NOTE
(INSURED LOAN)

STATE: MARYLAND			
COUNTY: QUEEN ANNE'S			
CASE NO. 24-18-007.145			
FINANCE OFFICE USE ONLY			
F 46	LN 01	LC	IA

Date April 13th, 19 72

FOR VALUE RECEIVED, the undersigned (whether one or more persons, herein called "Borrower") jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, (herein called the "Government") at its office in CHESTERTOWN, MARYLAND 21620, **THE PRINCIPAL SUM OF** FIFTEEN THOUSAND FOUR HUNDRED **DOLLARS** ($ 15,400.00), plus **INTEREST** on the **UNPAID PRINCIPAL** balance at the **RATE** of SEVEN AND ONE QUARTER **PERCENT** (7¼%) **PER ANNUM.** The said **PRINCIPAL** and **INTEREST** shall be **PAYABLE** in the **FOLLOWING** 34 (*Number of installments*) **INSTALLMENTS** on or before the **FOLLOWING DATES:**

$ 899.00 **JANUARY 1,** 19 73, $ 1,240.00 **ANNUALLY** thereafter on **JANUARY 1,** until the **PRINCIPAL** and **INTEREST** are fully paid except that the **FINAL INSTALLMENT** of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and **PAYABLE** THIRTY-THREE (33) **YEARS** from the **DATE** of this **NOTE.** The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

Every payment made on any indebtedness evidenced by this note shall be applied first to interest computed to the effective date of the payment and then to principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied to the installments last to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled herein.

Borrower agrees that the Government at any time may assign this note and insure the payment thereof, and in such case, though the note is not held by the Government, Borrower shall continue to pay to the Government, as collection agent for the holder, all installments of principal and interest as scheduled herein.

While this note is held by an insured lender, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an annual installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

Borrower hereby certifies that he is unable to obtain sufficient credit elsewhere to finance his actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near his community for loans for similar purposes and periods of time.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced hereby shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower (a) will personally operate such property as a farm with his own and his family's labor if this is an FO loan, or (b) will personally occupy and use such property if this is an RH loan on a "nonfarm tract" or a section 504 RH loan.

FHA 440-16 (Rev. 2-19-71)

EXHIBIT A

Position 2

REFINANCING AGREEMENT: If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. This paragraph and the preceding paragraph shall not apply to any comaker signing this note pursuant to Section 502 of the Housing Act of 1949 to compensate for deficient repayment ability of other undersigned person(s).

DEFAULT hereunder shall constitute default under any other instrument evidencing a debt of Borrower owing to or insured by the Government or securing or otherwise relating to such a debt; and default under any such other instrument shall constitute default hereunder. **UPON ANY SUCH DEFAULT**, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farmers Home Administration Act of 1961 if the box opposite "FO", "FO-NFE", "RL", or "SW(Ind.)", is checked under the heading "KIND OF LOAN" or pursuant to Title V of the Housing Act of 1949 if the box opposite "RH", "RRH", or "LH", is checked. This note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions hereof.

Presentment, protest, and notice are hereby waived.

Wakefield Johnson (SEAL)
Wakefield Johnson (BORROWER)

Doris E. Johnson (SEAL)
Doris E. Johnson (SPOUSE)

Chestertown, Maryland 21620
(Post-office address of Borrower, include ZIP Code)

Pay to the order of _____

UNITED STATES OF AMERICA
FARMERS HOME ADMINISTRATION

By: _____

_____ (Title)

LIBER 11 PAGE 330

~~LIBER 68 PAGE 68~~

6

No. 68530
Re. 44762

Position 5

Received for record April 13, 1972 1:50 P.M.

MAY 12 1972

USDA-FHA
Form FHA 427-1 MD
(Rev. 7-23-71)

REAL ESTATE MORTGAGE FOR MARYLAND
(INSURED LOANS TO INDIVIDUALS)

KNOW ALL MEN BY THESE PRESENTS, Dated April 13, 1972

WHEREAS, the undersigned Wakefield J. Johnson and Doris E. Johnson, his wife,

residing in Kent County, Maryland, whose post office address is Chestertown, Maryland 21620, herein called "Borrower," are (is) justly indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
April 13, 1972	$15,400.00	7¼%	April 13, 2005

WHEREAS, the note evidences a loan to Borrower in the principal amount specified therein, made with the purpose and intention that the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farmers Home Administration Act of 1961, or Title V of the Housing Act of 1949; and

WHEREAS, when payment of the note is insured by the Government, it may be assigned from time to time and each holder of the insured note, in turn will be the insured lender; and

WHEREAS, when payment of the note is insured by the Government, the Government will execute and deliver to the insured lender along with the note an insurance endorsement insuring the payment of all amounts payable to the insured lender in connection with the loan; and

WHEREAS, when payment of the note is insured by the Government, the Government by agreement with the insured lender set forth in the insurance endorsement may be entitled to a specified portion of the payments on the note, to be designated the "annual charge"; and

WHEREAS, a condition of the insurance of payment of the note will be that the holder will forego his rights and remedies against Borrower and any others in connection with the loan evidenced thereby, as well as any benefit of this instrument, and will accept the benefits of such insurance in lieu thereof, and upon the Government's request will assign the note to the Government; and

WHEREAS, it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured lender, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance endorsement by reason of any default by Borrower:

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured lender, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, convey, mortgage, assign, and forever warrant unto the Government the following property situated in the State of Maryland, County(~~ies~~) of

Queen Anne

EXHIBIT B

All that lot or parcel of land, situate, lying and being in the Seventh Election District of Queen Anne's County, Maryland, in an area known as "Ewingtown" and more particu larly described in accordance with a survey by J. R. McCrome, Jr., Inc., dated April 1, 1970 and plat filed in Liber C.W.C. No. 57, folio 650 et seq, to wit:

BEGINNING for the same at a point of intersection of the division line between the lands of Mabel M. Wright (see T.S.P. 35/465) and the herein described lands and the centerline of First Street. Said point being located South 01° 07' 30" East 10.00 feet from an iron pipe set in the aforementioned division line;

Thence, leaving said beginning point, so fixed, and binding on the aforementioned centerline of First Street, South 89° 30' 00" West 214 feet to a point;

Thence leaving said point and binding on the new line of division through the Frank Saunders lands, North 00° 30' 00" West 10.00 feet to an iron pipe set and still continuing along said North 00° 30' 00" West line 194.40 feet (total 204.40 feet) to an iron pipe set;

Thence, leaving said iron pipe and binding on the existing fence line which is the division line between the herein descibed lands and the lands of others, North 89° 30' 00" East 211.77feet to an iron pipe set;

Thence leaving said pipe and binding on the aforementioned division line between the Wright lands and the herein described lands, South 01° 07' 30" East 194.40 feet to the first mentioned iron pipe set and still continuing along said South 01° 07' 30" East line 10:00 feet (204.40 feet total) to the place of beginning. Containing in all 1.00 acres of land, more or less.

BEING the same premises conveyed by Frank Saunders to the borrowers herein, by deed dated August 6, 1971, and recorded among the Land Records of Queen Anne's County, in Liber C.W.C. No. 57, folio 650.

shall be repaid from the first available collection received from Borrower. Otherwise, any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured lender shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other, insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) As against the debt evidenced by the note and indebtedness to the Government hereby secured, with respect to the property, Borrower (a) hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, curtesy, homestead, valuation, appraisal, and exemption, to which Borrower is or becomes entitled under the laws and constitution of the jurisdiction where the property lies, and (b) hereby agrees that any right provided by such laws or constitution for redemption or possession following foreclosure sale shall not apply, and that no right of redemption or possession shall exist after foreclosure sale.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (a) neither he nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for its sale or rental, or will otherwise make unavailable or deny said property, to anyone because of race, color, religion or national origin and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on said property relating to race, color, religion or national origin.

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Trenton, New Jersey 08607, and in the case of Borrower to him at his post office address stated above.

(23) Upon default by Borrower as aforesaid, in addition to any other remedies provided by law, Borrower hereby assents to the passage of a decree for the sale of the property and Borrower hereby also authorizes the Government, its successors or assigns, after any default in the covenants or conditions of this instrument, to sell the property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto.

PROVIDED that if all the indebtedness hereby secured is duly paid and each and every covenant, condition, agreement, and obligation, contingent or otherwise, contained herein, secured hereby or arising hereunder is fully performed and discharged, this mortgage shall be void; otherwise to remain in full force and effect.

Witness the hand(s) and seal(s) of Borrower the day and year first above written.

TEST:

Anthony Libersky (Witness)

Anthony Libersky

Wakefield J. Johnson (SEAL)

Doris E. Johnson (SEAL)

STATE OF MARYLAND

COUNTY OF Kent

ACKNOWLEDGMENT AND AFFIDAVIT

I hereby certify that on this 13th day of April, 19 72, before me, a Notary Public of the State of Maryland, in and for the said County, personally appeared Wakefield J. Johnson and Doris E. Johnson, his wife, mortgagor(s), and acknowledged the aforegoing mortgage to be their act. At the same time also appeared Joseph J. Yanush, Jr., agent of the mortgagee, and made oath that the consideration set forth in said mortgage is true and bona fide as therein set forth, and that the amount of the aforesaid loan has been paid over and disbursed to said mortgagor(s) at or before the time of execution of this mortgage, and also made oath that he is the agent of the mortgagee and authorized to make this affidavit.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL)

Anthony Libersky Notary Public.

My commission expires the 1st day of July, 19 72.

LIBER 63 PAGE 71

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, SC.

I HEREBY CERTIFY THAT THIS Mortgage WAS RECEIVED FOR RECORD THIS 13th DAY OF April 1972 AT 1:50 P.M. AND RECORDED IN LIBER Case 63 folio 68 &c. RECORD BOOK FOR QUEEN ANNE'S COUNTY

Charles W. Cecil CLERK.

1550

LIBER 111 PAGE 333

UNITED STATES DISTRICT COURT

FOR THE

DISTRICT OF MARYLAND

UNITED STATES OF AMERICA, Plaintiff	)	CIVIL NO. _____
v.	)	
WAKEFIELD J. JOHNSON DORIS E. JOHNSON Defendants	)	

STATE OF DELAWARE
COUNTY OF NEW CASTLE } ss:

STATEMENT OF MORTGAGE DEBT

I, James V. DeHart, Property Management Specialist, of the Farmers Home Administration, United States Department of Agriculture for the State of Maryland being duly sworn deposes and says for the purposes Rule W72d of the Maryland Rules of Procedure the following:

1. Wakefield J. Johnson and Doris E. Johnson of Route 1, Box 579, Chestertown, Maryland 21620

are justly and truly indebted to the United States of America in the principal sum of $14,490.98 and the sum of $730.66 interest accrued through November 9, 1977 and accruing at the daily rate of $2.4813 from that date.

2. I am informed and believe that Wakefield J. Johnson and Doris E. Johnson are indebted to the United States of America in the amount stated above. The sources of my information and the

EXHIBIT C

grounds for my belief are the official records of the Farmers Home Administration.

Signed this 10th day of November, 1977.

James V. DeHart

JAMES V. DEHART
Property Management Specialist

STATE OF DELAWARE
COUNTY OF NEW CASTLE } ss:

BE IT REMEMBERED that on this 10th day of November, in the year of our Lord 1977, personally appeared before the subscriber, a Notary Public for the State of Delaware and County aforesaid, James V. DeHart, an agent of the Farmers Home Administration, personally known to me to be such and acknowledged this instrument to be his deed.

Given under my hand and seal of office the day and year aforesaid.

My commission expires February 28, 1979.

Roberta S. Stafford

Notary Public
Roberta S. Stafford

LIBER 11 PAGE 336

RECEIVED
JAN 19 11 12 AM '79
UNITED STATES ATTORNEY
BALTIMORE, MARYLAND

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

UNITED STATES OF AMERICA,	*	
Plaintiff	*	
v.	*	CIVIL NO. H-78-1105
	*	
WAKEFIELD J. JOHNSON and DORIS E. JOHNSON,	*	
Defendants	*	
	*	

RECEIVED
JAN 18 3 16 PM '79
U.S. DISTRICT COURT
CLERK'S OFFICE
DISTRICT OF MARYLAND

* * * * * * *

REPORT AND FINAL ACCOUNT OF TRUSTEE

Your Trustee, John W. Spurrier, United States Marshal for the District of Maryland, respectfully represents unto this Honorable Court:

1. That on December 19, 1978, this Honorable Court passed an Order ratifying and confirming the sale made by the Trustee on October 10, 1978, to the Farmers Home Administration, an agency of the United States of America, at and for the sum of $16,500.00.

2. That as of November 9, 1977, there was due and owing to the Farmers Home Administration of the United States Department of Agriculture, as mortgagee the sum of $15,221.64.

3. That no other claims have been filed by creditors in this proceeding, although proper notice was duly given to all interested parties by publication that certain sums have been expended by the Farmers Home Administration since the institution of these foreclosure proceedings.

4. That because the property was sold to the holder of the mortgage, no funds were actually received by the Trustee. However, after expenses of this foreclosure proceeding and those of the Farmers Home Administration are deducted, the Farmers Home Administration will apply the net balance of the purchase price to the balance due under its mortgage.

5. That the Plaintiff incurred the following expenses for which he prays allowance and payment from the Farmers Home Administration, purchaser, in addition to amounts expended by the Farmers Home Administration which are to be deducted from the purchase price of said real property:

Income:

Purchase Price of Real Property		$16,500.00

Expenses of the Plaintiff:

Advertising:		
Sale Ad -- Kent County News Chestertown, Maryland Sept. 6, 13, 20, 27 and Oct. 4, 1978	$202.50	
Nisi Ad -- Kent County News Chestertown, Maryland Nov. 1, 8 and 15, 1978	$ 45.00	
Total		$ 247.50
NET BALANCE		$16,252.50

WHEREFORE, the Trustee prays:

(a) That this Honorable Court pass an Order approving the expenses as set forth in this account.

(b) That this Court further Order that the balance, after expenses, be credited to the mortgage account of the defendants, Wakefield J. and Doris E. Johnson, now held by the Farmers Home Administration as hereinabove set forth.

John W. Spurrier

JOHN W. SPURRIER
United States Marshal
District of Maryland

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

I Hereby Certify that on this 17th day of January, 1979, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared JOHN W. SPURRIER, Trustee, and made oath in due form of law that the matters and facts set forth in the foregoing Report and Final Account of Trustee are true to the best of his knowledge, information and belief.

AS WITNESS MY HAND AND NOTARIAL SEAL.

Geraldine Zenner
NOTARY PUBLIC

My Commission Expires: 7/1/82

ORDER

ORDERED AS PRAYED, this 18th day of January, 1979.

ALEXANDER HARVEY, II

HONORABLE ALEXANDER HARVEY, II
UNITED STATES DISTRICT COURT

I hereby attest and certify on January 18, 1979 that the foregoing document is a full, true and correct copy of the original on file in my office and in my legal custody.

PAUL ROSCHLITZ
CLERK, U.S. DISTRICT COURT
DISTRICT OF MARYLAND

By Elizabeth A. Michael Deputy

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
DEED OF TRUST OF	*	FOR
RICHARD R. BENTZ, JR. and	*	QUEEN ANNE'S COUNTY
CAROLYN R. BENTZ, his wife	*	NO. 6399 EQUITY

* * * * * * * * * * * * * * *

ORDER TO DOCKET

APR 10-79 * 26929 *****50.00
APR 10-79 A 526929 *****50.00

Clerk:

Please docket this case, record the Substitution of Trustee, and file the original Deed of Trust, Statement of Debt, and Military Affidavit.

Bruce Ware

Bruce Ware
Substitute Trustee
P. O. Box 380
Chester, Maryland 21619
Telephone: 643-5976

RECEIVED
CLERK, CIRCUIT COURT
1979 APR 10 PM 3:29
QUEEN ANNE'S COUNTY

LIBER 11 PAGE 340

DOCUMENT NO. 97,523

~~LIBER 113 PAGE 654~~

SUBSTITUTION OF TRUSTEE

Pursuant to the provisions of that certain Deed of Trust executed by Richard R. Bentz, Jr., and Carolyn R. Bentz, his wife, as Grantors, to Helen Henderson and Philip Stackhouse, as Trustees and First National Bank of Maryland as beneficiary, recorded among the Land Records of Queen Anne's County, Maryland, in Liber 121, folio 265. First National Bank of Maryland, as the present owner and holder of such Deed of Trust and beneficiary thereunder, does hereby appoint and substitute Bruce Ware of Queen Anne's County, State of Maryland, as successor trustee in such Deed of Trust in the place and stead of the Trustees named therein.

AS WITNESS the name of the said First National Bank of Maryland, a body corporate, by the signature of its Senior Mtg. Officer and its corporate seal affixed hereto, duly attested.

ATTEST: FIRST NATIONAL BANK OF MARYLAND

By: J. Martin Kline, Jr. (seal)
J. MARTIN KLINE, JR.

RECEIVED
CLERK, CIRCUIT COURT
1979 APR 10 PM 3:28
QUEEN ANNE'S COUNTY

STATE OF MARYLAND,)
~~COUNTY~~ City OF Baltimore) to wit:

APR 10-79 * 26928 *******5.00
APR 10-79 A 26928 *******5.00

I HEREBY CERTIFY that on this 10th day of April, 1979, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~county~~ city aforesaid, personally appeared J. Martin Kline, Jr. Senior Mortgage Officer of First National Bank of Maryland, a body corporate, and acknowledged that as such officer executed the foregoing Substitution of Trustee by having the name of said body corporate and its corporate seal affixed thereto, and that he/she is duly authorized to execute the same.

AS WITNESS my hand and Notarial Seal.

Margaret Schaffer

My Commission Expires: 7-1-82

DOCUMENT NO. 88925

Loan Account #

Approved VA Dennis J. B

DEED OF TRUST

Date June 10 1977

THIS PURCHASE MONEY DEED OF TRUST is made this 10th day of June 1977, among the Grantor, RICHARD R. BENTZ, JR. and CAROLYN R. BENTZ, his wife, PHILIP STACKHOUSE (herein "Borrower"), and HELEN HENDERSON and (herein "Trustee"), and the Beneficiary, FIRST NATIONAL BANK OF MARYLAND, a corporation organized and existing under the laws of the United States of America, whose address is Baltimore, Maryland (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the Fourth Election District of Queen Anne's County, State of Maryland:

ALL those lots or parcels of land situate, lying and being in the Fourth Election District of Queen Anne's County, Maryland, and described as follows, that is to say: BEGINNING for the same and being shown and designated as Lots 19 and 20 on the Plat of "Marling Farms, Section 3 and Subdivision Thereof, Kent Island, Queen Anne's County, Maryland," dated August 3, 1953, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 12 folio 103 and in Plat Book T.S.P. No. 1 folio 20, and the revisions and amendments thereto dated March 31, 1954, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 16 folio 169, and in Plat Book T.S.P. No. 1 folio 23, situate on the southwest corner of St. Mary's Road and Calvert Road.

BEING the same lands granted and conveyed unto said Borrowers by deed from Stanley A. Engel, et. ux., dated the 18th day of August, 1972, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 66 folio 413.

SUBJECT, nevertheless, to the covenants, conditions and restrictions as a General Scheme of Development, as set forth in Deed from Marling Farms, Inc. to Elizabeth D. Wilson, dated September 25, 1952, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 7 folio 5.

RECEIVED
CLERK, CIRCUIT COURT
1977 JUN 13 AM 10 22
QUEEN ANNE'S COUNTY

JUN 13-77 * 22220 ****151.95
JUN 13-77 A 22220 ****136.95
JUN 13-77 A 22219 *****15.00

which has the address of St. Mary's Road and Calvert Road, Chester, Queen Anne's County, Maryland (herein "Property Address");
[Street] [City] [State and Zip Code]

The aforesaid property having been purchased in whole or in part with the sums secured hereby.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated June 10th, 1977 (herein "Note"), in the principal sum of FORTY ONE THOUSAND EIGHT HUNDRED FIFTY Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1st 2007; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfull seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend specially the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

MARYLAND—1 to 4 Family—6/75—FNMA/FHLMC UNIFORM INSTRUMENT
Loyola 1/76

~~LIBER 121 PAGE 265~~

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. **Remedies Cumulative.** All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. **Uniform Deed of Trust; Governing Law; Severability.** This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

17. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. **Acceleration; Remedies.** Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall mail or cause Trustee to mail written notice of sale to Borrower in the manner prescribed by applicable law. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender, or Lender's designee, may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, Trustee's fees of .5.. % of the gross sale price, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. The receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Deed of Trust, not including sums advanced in accordance herewith to protect the security of this Deed of Trust, exceed the original amount of the Note.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall release this Deed of Trust without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the city or county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Richard R. Bentz Jr. .....(Seal)
—Borrower

Carolyn R. Bentz .....(Seal)
—Borrower

STATE OF MARYLAND, QUEEN ANNE'S County ss:

I Hereby Certify, That on this 10 day of June, 19 77, before me, the subscriber, a Notary Public of the State of Maryland, in and for the said County, personally appeared Richard R. Bentz, Jr. and Carolyn R. Bentz, wife, known to me or satisfactorily proven to be the person(s) whose name(s) are subscribed to the within instrument and acknowledge that they executed the same for the purposes therein contained.

As WITNESS: my hand and notarial seal.

My Commission expires: July 1, 1978 Connie L. Hutson
Notary Public

STATE OF MARYLAND, QUEEN ANNE'S County ss:

I Hereby Certify, That on this 10 day of June, 19 77, before me, the subscriber, a Notary Public of the State of Maryland and for the County aforesaid, personally appeared J. ACHEN A. DOWNES JR, the agent of the party secured by the foregoing Deed of Trust, and made oath in due form of law that the consideration recited in said Deed of Trust is true and bona fide as therein set forth and that the amount of the loan secured by the foregoing Deed of Trust was disbursed by the party or parties secured to the Borrower or to the person responsible for disbursement of funds in the closing transaction or their respective agent at a time no later than the final and complete execution of this Deed of Trust; and also made oath that he is the agent of the party or parties secured and is duly authorized to make this affidavit.

As WITNESS: my hand and notarial seal.

My Commission expires: July 1, 1978 Connie L. Hutson
Notary Public

DEED OF TRUST

FROM

RICHARD R. BENTZ, JR.

CAROLYN R. BENTZ, wife

TO

FIRST NATIONAL BANK OF MARYLAND

HELEN HENDERSON
PHILIP STACKHOUSE
Trustees

Received for Record _____, 19___
at ____ o'clock ____ M. Same day recorded
in Liber _____ No. _____ Folio _____
etc., one of the Land Records of

and examined per

....., Clerk

Cost of Record, $

RECORDING OFFICER: PLEASE RETURN TO
First National Bank of Maryland
P. O. Box 1596
Baltimore, Maryland 21203

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
DEED OF TRUST OF	*	FOR
RICHARD R. BENTZ, JR. AND	*	QUEEN ANNE'S COUNTY
CAROLYN R. BENTZ, his wife	*	NO. 6399 EQUITY

* * * * * * * * * * * * * * * *

STATEMENT OF DEBT

Statement of debt owed First National Bank of Maryland, under a Note to the said Bank secured by a Deed of Trust, dated June 10, 1977, from Richard R. Bentz, Jr., and Carolyn R. Bentz, his wife, to Helen Henderson and Philip Stackhouse, Trustees, and recorded among the Land Records of Queen Anne's County in Liber 121, folio 265, said Note being in default.

Principal Balance Due	41,493.26
Interest, through (date of sale) MAY 15, 1979	1,869.91
Late Charges	80.82
Less Escrow Balance	341.44
Total Due	43,102.55
Interest Per Diem after May 15, 1979	$10.38

STATE OF MARYLAND)
~~COUNTY~~ City OF Baltimore) to wit:

I HEREBY CERTIFY that on this 10th day of April, 1979, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Helen Henderson, Sr. Mortgage Accounting Exec. of First National Bank of Maryland, and made oath in due form of law that the foregoing is a true statement of the amount remaining due on its Note described therein, and that it has not received any security or any satisfaction therefor other than the Deed of Trust in said statement mentioned.

Margaret Schaefer

Margaret Schaefer, Notary Public
My commission expires 7/1/82

My Commission Expires:

15.37

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
DEED OF TRUST OF	*	FOR
RICHARD R. BENTZ, JR. AND	*	QUEEN ANNE'S COUNTY
CAROLYN R. BENTZ, his wife	*	NO. 6399 EQUITY

* * * * * * * * * * * * * * * *

MILITARY AFFIDAVIT

STATE OF MARYLAND, Baltimore City/COUNTY, to wit:

I HEREBY CERTIFY that before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforementioned, personally appeared Helen Henderson Sr. Mortgage Accounting Executive of First National Bank of Maryland, and that ~~he~~/she made oath in due form of law that she knows the Defendants herein and that to the best of ~~his~~/her 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 of 1940 as amended.

4. Said Defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

Subscribed and sworn to before me, this April 10th day of 1979.

Margaret Schaefer
Notary Public

Margaret Schaefer

My Commission Expires: 7/1/82

Equity # 6399

LIBER 2 PAGE 284

Trustee's Bond KNOW ALL MEN BY THESE PRESENTS: BOND NO. 4417619

THAT WE, Bruce Ware - Chester, Maryland 21619 as principal,

and The Hartford Accident and Indemnity Company a corporation of the State of Connecticut, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Forty-four Thousand Dollars Only ($44,000.00) Dollars, current money, to be paid to the said State of Maryland, or its certain attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 25th. day of April in the year of our Lord one thousand nine hundred and Seventy-nine

WHEREAS, the above bounden Bruce Ware by virture of a decree of the Honorable the Judge of the Circuit Court of Queen Anne's County has been appointed trustee to sell property of Richard R. Bentz, Jr. and Carolyn R. Bentz, his wife mentioned in the proceedings in the case of First National Bank of Maryland

vs.

Richard R. Bentz, Jr. and Carolyn R. Bentz, his wife

now pending in said Court

Now the condition of the above Obligation is such

THAT IF THE ABOVE BOUNDEN Bruce Ware 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 virture in law.

Signed, sealed and delivered in the presence of

Janice G. Edwards, As to Principal

Russell Trainor, As to Surety

Bruce Ware [SEAL.]
Bruce Ware [SEAL.]
The Hartford Accident and Indemnity Company [SEAL.]
Frank A. Senatore, Attorney-in-Fact [SEAL.]

SURETY APPROVED AND BOND FILED ON May 5, 1979

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

LIBER 11 PAGE 347

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 284, 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 May 1979.

Marguerite W. Mankin

Clerk of the Circuit Court for Queen Anne's County

IN THE MATTER OF THE	*	In the Circuit Court
DEED OF TRUST OF	*	for
Richard R. Bentz, Jr. and	*	QUEEN ANNE'S COUNTY
Carolyn R. Bentz, HIS WIFE	*	No. 6399 Equity

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Bruce Ware, Substituted Trustee appointed pursuant to the provisions of a Deed of Trust executed by Richard R. Bentz, Jr., and Carolyn R. Bentz, his wife, as Grantors, to Helen Henderson and Philip Stackhouse, as Trustees and First National Bank of Maryland, as beneficiary, dated June 10, 1977, and recorded among the Land Records of Queen Anne's County in Liber 121, Folio 265, and Substitution of Trustee dated April 10, 1979, and recorded as aforesaid in Liber MWM 148, Folio 654, in which the aforesaid Substituted Trustee is empowered by name to exercise the power of sale after any default in the terms of said Deed of Trust, respectfully shows:

That default having occurred in the terms thereof by reason of nonpayment when due of the principal and interest of the note secured by said Deed of Trust, the said Bruce Ware filed in this Honorable Court his order to docket suit to foreclose said Deed of Trust, accompanied by the said Deed of Trust, Substitution of Trustee, First National Bank of Maryland's sworn Statement of Debt, Military Affidavit, 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-four Thousand Dollars ($44,000.00) containing the conditions required by law relative to the foreclosure of mortgages under a power of sale contained therein.

That 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/grantors of the Deed of Trust, at their last known address, notice of the time, place and terms of sale, the said Bruce Ware did attend, on the premises at Marling Farms, Fourth Election District, Queen Anne's County, Maryland, at the hour of 4:00 P. M., Eastern Daylight Time on May 15, 1979, 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, Maryland, and more particularly described in the above mentioned Deed of Trust, and Advertisement of Sale unto the First National Bank of Maryland, it being then and there the highest bidder therefore, at and for the sum of Forty-three Thousand Seven Hundred Dollars ($43,700.00).

The purchaser is the beneficiary of the Deed of Trust 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 Auctioneer, and Certificate of the Advertisement of Sale are attached hereto.

This Report states the amount of sale to be Forty-three Thousand Seven Hundred Dollars ($43,700.00).

Respectfully submitted,

Bruce Ware

Bruce Ware
Substituted Trustee

STATE OF MARYLAND)
) To Wit:
QUEEN ANNE'S COUNTY)

I HEREBY CERTIFY, that on this 8th day of June, 1979, before me the subscriber, personally appeared Bruce Ware, Substituted Trustee, named in the Substitution of Trustee pursuant to the Deed of Trust in the aforementioned proceedings, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale, are true to the best of his knowledge, 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 10, 1979, 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

IN THE MATTER OF THE	*	In the Circuit Court for
DEED OF TRUST OF	*	
RICHARD R. BENTZ, JR. AND	*	Queen Anne's County
CAROLYN R. BENTZ, HIS WIFE	*	
	*	In Equity
	*	
	*	Chancery No. 6399
	*	
	*	

RECEIVED
CLERK, CIRC. CT.
1979 JUN -8 PM 3:34
QUEEN ANNE'S COUNTY

AFFIDAVIT OF PURCHASER

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

I HEREBY CERTIFY, that on this 8th day of June 1979, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared BRUCE WARE purchaser at the foreclosure sale of this cause and being duly authorized so to do, he made oath in due form of law that he purchased all that lot, parcel of land, with improvements, described in the Advertisement of Sale in this cause ~~as Agent and~~ as agent for The First National Bank of Maryland ; that no others are interested in said sale as principal(s), 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, 1982.

6399 LIBER 11 PAGE 352

CERTIFICATE OF AUCTIONEER

I HEREBY CERTIFY, that I did sell at public auction:

ALL that lot of ground and the improvements thereon situate on Kent Island, County of Queen Anne's, State of Maryland, and described as follows:

All those lots or parcels of land situate, lying and being in the Fourth Election District of Queen Anne's County, Maryland, and described as follows, that is to say: Beginning for the same and being shown and designated as lots 19 and 20 on the Plat of "Marling Farms, Section 3 and subdivision Thereof, Kent Island, Queen Anne's County, Maryland," dated August 3, 1953, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 12 folio 103 and in Plat Book T.S.P. No. 1 folio 20, and the revisions and amendments thereto dated March 31, 1954, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 16 folio 169, and in Plat Book T.S.P. No. 1 folio 23, situate on the southwest corner of St. Mary's Road and Calvert Road.

On the subject premises on Kent Island in the Fourth Election District of Queen Anne's County, Maryland, on Tuesday, May 15, 1979, beginning at the hour of 4:00 P.M., Eastern Daylight Savings Time unto Bruce Ware, agent for the First National Bank of Maryland at and for the sum of Forty-three Thousand Seven Hundred Dollars ($43,700.00).

AUCTIONEER

IN THE MATTER OF THE	*	In the Circuit Court
DEED OF TRUST OF	*	for
Richard R. Bentz, Jr. and	*	QUEEN ANNE'S COUNTY
Carolyn R. Bentz, HIS WIFE	*	No. 6399 Equity

AFFIDAVIT

I HEREBY CERTIFY, that on this 8th day of June, 1979, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Bruce Ware, Substituted Trustee, and made oath in due form of law that notice of the time, place and terms of this Sale was duly sent by registered mail to Richard R. Bentz, Jr., and Carolyn R. Bentz, his wife, at their last known addresses, as prescribed by Rule W.74 (2) (c) of the Maryland Rules of Proceedure.

Beverly M. Ringgold
Notary Public

BEVERLY M. RINGGOLD NOTARY PUBLIC QUEEN ANNE'S CO., MD.

JUN 3 3 34 '79 QUEEN ANNE'S COUNTY

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 ____¢
- ☐ RESTRICTED DELIVERY Show to whom, date, and address of delivery $____ (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
33		

(Always obtain signature of addressee or agent)

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

4. Rhoda A. Doyle

DATE OF DELIVERY MAY 8 1979 POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

☆GPO: 1977—0—249-595

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 ____¢
- ☐ RESTRICTED DELIVERY Show to whom, date, and address of delivery $____ (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
34		

(Always obtain signature of addressee or agent)

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

4. X Sue Fogg

DATE OF DELIVERY 5-7-79 POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

☆GPO: 1977—0—249-595

LIBER 11 PAGE 354 June 8, ... 1979..

THIS IS TO CERTIFY, That the annexed

Trustee 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 ..three..... successive weeks before the .....10 day of ....may..... 19.79.

BAY PUBLISHING CORPORATION
Publishers

By .....

RECEIVED
CLERK, CIRCUIT COURT
1979 JUN -8 PM 3: 33
QUEEN ANNE'S COUNTY

BRUCE WARE, ATTORNEY
PO Box 380
Chester, Maryland 21619

SUBSTITUTED TRUSTEE'S SALE
OF

VALUABLE FEE-SIMPLE PROPERTY SITUATE ON KENT ISLAND, IN THE SUB-DIVISION OF MARLING FARMS, IN THE FOURTH ELECTION DISTRICT OF QUEEN ANNE'S COUNTY, MARYLAND, improved by a one story rambler dwelling, with two bedrooms, a fireplace and a family room on a corner lot.

Under and by virtue of the power of sale contained in a certain Deed of Trust from Richard R. Bentz, Jr., and Carolyn R. Bentz, his wife, and Helen Henderson and Philip Stackhouse, Trustees, dated the 10th day of June, 1977, and recorded among the Land Records of Queen Anne's County in Liber 121, folio 265, and Substitution of Trustee dated April 10, 1979, and recorded as aforesaid in Liber 66, folio 413, substituting Bruce Ware as Substitute Trustee under the Deed of Trust aforesaid, and default having occurred under the terms thereof, the undersigned Substitute Trustee will offer for sale at public auction on the premises on

TUESDAY, MAY 15, 1979,
at 4 o'clock p.m.

ALL THAT LOT OF GROUND AND THE IMPROVEMENTS THEREON situate on Kent Island, County of Queen Anne's, State of Maryland, and described as follows:

ALL those lots or parcels of land situate, lying and being in the Fourth Election District of Queen Anne's County, Maryland, and described as follows, that is to say: BEGINNING for the same and being shown and designated as Lots 19 and 20 on the Plat of "Marling Farms, Section 3 and Subdivision Thereof, Kent Island, Queen Anne's County, Maryland," dated August 3, 1953, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 12 folio 103 and in Plat Book T.S.P. No. 1 folio 20, and the revisions and amendments thereto dated March 31, 1954, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 16 folio 169, and in Plat Book T.S.P. No. 1 folio 23, situate on the southwest corner of St. Mary's Road and Calvert Road.

SUBJECT, nevertheless, to the covenants, conditions and restrictions as a General Scheme of Development, as set forth in Deed from Marling Farms, Inc. to Elizabeth D. Wilson, dated September 25, 1952, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 7 folio 5.

The property will be sold in an "as is" condition subject to any existing building violations, etc., and also subject to conditions, restrictions and agreements of record affecting same, if any.

TERMS OF SALE: Cash or Certified check in the amount of $3,500.00 will be required of the purchaser at the time and place of the sale, balance in cash, upon final ratification of the sale, with interest at the rate of 10 per cent. Taxes and public charges to be adjusted to the day of sale. Transfer taxes, documentary stamps and all other settlement charges to be paid by Purchaser.

BRUCE WARE
SUBSTITUTE TRUSTEE
PO Box 380
Chester, Maryland 21619

Auctioneer:
Joseph A. Jackson, Jr.
Queen Anne, Md.

RO-4-25-3t

ORDER NISI ON SALE

IN THE MATTER OF THE DEED OF TRUST OF RICHARD R. BENTZ, JR. AND CAROLYN R. BENTZ, HIS WIFE	In the Circuit Court for Queen Anne's County In Equity Cause No. 6399

ORDERED, this 8th day of June, 19 79, that the sale of the real property, made and reported in this cause by Bruce Ware, Substituted Trustee, be ratified and confirmed, on or after the 9th day of July, 19 79, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 2nd day of July, 19 79.

The report states the amount of sales to be $43,700.00.

Marguerite H. Mankin Clerk

Filed June 8, 1979

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
DEED OF TRUST OF	*	FOR
RICHARD R. BENTZ, JR. AND	*	QUEEN ANNE'S COUNTY
CAROLYN R. BENTZ, his wife	*	NO. 6399 EQUITY

* * * * * * * * * * * * * * * * *

FINAL ORDER OF RATIFICATION OF SALE

It is ordered, this 25th day of July, 1979, by the Circuit Court for Queen Anne's County, that the sale of the real estate made and reported in this cause by Bruce Ware, Substituted Trustee, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice thereof appears to have been given as required by the preceding order nisi; and the said Bruce Ware, Substituted Trustee, is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers therefor to the auditor.

K. Thomas Evernham
JUDGE

RECEIVED
CLERK, CIRCUIT COURT
1979 JUL 25 PM 2:53
QUEEN ANNE'S COUNTY

IN THE MATTER OF THE
DEED OF TRUST OF
RICHARD R. BENTZ, JR. AND
CAROLYN R. BENTZ, his wife

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
No. 6399

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 Bruce Ware, Substitute Trustee.

2. That in the within account it appears that the proceeds of sale are insufficient to pay both the principal and interest of said indebtedness. The deficiency being in the amount of $2,859.80.

3. That in the within account of Bruce Ware, Substitute Trustee, he is charged with the proceeds of sale made by him, and is allowed thereafter his commissions per the Deed of Trust, the court costs advanced, the court costs due, the premium on the bond, the several advertising costs, the fee of the auctioneer for crying said sale, the fees of the Notary Public, the fee of your Auditor for stating this account and notifying parties, and the balance was credited toward the mortgage indebtedness.

Respectfully submitted,

J. Thomas Clark

J. Thomas Clark, Auditor

August 22, 1979

CAUSE NO. 6399

The proceeds of sale of land reported in this cause in account with Bruce, Ware, Substitute Trustee, and vendor of said land.

Dr.

1979 May 15	By proceeds of sale of land, per report of said vendor, to wit:	$43,700.00

Cr.

To Bruce Ware, Substitute Trustee, his commissions allowed per Deed of Trust		$ 2,185.00
To do., for an amount paid Marguerite W. Mankin, Clerk, for advanced filing fee		50.00
To do., for an amount paid Marguerite W. Mankin, Clerk, for recording substitution of trustee		5.00
To do., for an amount due Marguerite W. Mankin, Clerk, for		
1. Appearance fee	$ 10.00	
2. Clerk's additional	70.00	80.00
To do., for an amount paid W. M. Freestate, Agent, for the bond premium		176.00
To do., for amounts paid Queen Anne's Record-Observer, for		
1. Advertising sale	$114.00	
2. Order Nisi on sale	48.00	162.00
To do., for amounts due Bruce Ware for registered mail in this cause		7.20
To do., for an amount due Joseph A. Jackson, Jr., Auctioneer, for crying said sale		109.25
To do., for an amount due David Weston Gregory for notary fees in this cause		5.00
To do., for an amount due J. Thomas Clark, Auditor, for		
1. Stating this account	$ 45.00	
2. Notifying parties	10.00	55.00

August 22, 1979

J. Thomas Clark

J. Thomas Clark, Auditor

To do., for an amount due First National Bank of Maryland for partial payment of mortgage indebtedness on the total amount of $43,725.35, being the principal of $43,102.55 plus interest through August 15, 1979, in the amount of $622.80, the balance or the sum of

$40,865.55	
$43,700.00	$43,700.00

August 22, 1979

J. Thomas Clark

J. Thomas Clark, Auditor

IN THE MATTER OF THE	IN THE CIRCUIT COURT FOR
DEED OF TURST OF	QUEEN ANNE'S COUNTY
RICHARD R. BENTZ, JR. AND	IN EQUITY
CAROLYN R. BENTZ, his wife	No. 6399

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on August 22, 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 to this cause, to wit:

First National Bank of Maryland
P. O. Box 1596
Baltimore, MD 21203

Bruce Ware, Esquire
P. O. Box 380
Chester, MD 21619

Richard R. Bentz
151 Merryman Ct.
Annapolis, MD 20701

Carolyn Bentz
Calvert Rd.
Chester, MD 21619

Pursuant to Rule 595, Sec. G., Maryland Rules of Procedure, notify each of them that said account was filed on August 22, 1979, with the Clerk of the Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before September 6, 1979, and if no exceptions are filed within such fifteen-day period, the account may thereupon be ratified on September 7, 1979.

J. Thomas Clark

J. Thomas Clark, Auditor

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
DEED OF TRUST OF	*	FOR QUEEN ANNE'S COUNTY
RICHARD R. BENTZ, JR. AND	*	IN EQUITY
CAROLIN R. BENTZ, his wife	*	No. 6399
	*	
	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 22nd day of August, 19 79, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 7th day of September, 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 August 22, 1979

IN THE MATTER OF THE DEED OF TRUST OF RICHARD R. BENTZ, JR. and CAROLYN R. BENTZ, his wife	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
XXXX	*	No. 6399
	*	
	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 18th day of September, 19 79, by the Court that the account of the Auditor is finally ratified and confirmed, and Bruce Ware, XXXXXXXX/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 September 18, 1979

IN THE MATTER OF THE TAX SALES IN QUEEN ANNE'S COUNTY, MARYLAND, FOR THE YEAR 1979, OF PROPERTIES ASSESSED TO THE FOLLOWING: TERRANCE BRATCHER; CLARENCE BURRIS; CLARENCE BURRIS; GRACE B. DEMBY; CAESAR Y. AND ESPERANZA C. ALONSA; CORRINE AYTCH; HERBERT H. AND SOPHIA M. CAMPBELL; DENVER W. CRABBS; JAMES A. DEBREW; JAMES J. AND ALFREDA R. FLEMING; FUHRMAN ENTERPRISES, INC.; EUGENE G. HOWARD; THOMAS KELLY; ROBERT P. LERCH; ROBERT P. LERCH; ROBERT P. LERCH; WILLIAM F. LYNCH; DAVID R. MILLER; EUGENE AND MARY MITCHEM; DIANE M. MOBRAY; ROBERT W. AND INEZ PHILLIPS; FRANCIS E. AND NORMA J. REMMELL; WALTER R. JR. AND JONA L. SOUDER; JOHN M. JR. AND JACQUELINE H. SPEAKE; MARY JANE LLOYD, ET AL; KRINGS, BURKHARD AND ENRIGUE MARIA MORENO; MARY RASPBERRY, HEIRS; WICOMICO MODULAR HOMES CORP.

IN

THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 6439

RECEIVED
CLERK. CIRCUIT COURT
1979 JUN 14 PM 1:26
QUEEN ANNE'S COUNTY

* * * * *

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 1978-1979 there were assessed to the respective persons taxes for Queen Anne's County and the State of Maryland, levied against certain parcels all situate in certain designated districts of Queen Anne's County. The respective persons against whom and the respective parcels against which the taxes were levied are hereinafter fully designated, the taxes having been so levied and assessed were placed in the hands of Oscar A. Schulz, Treasurer for Queen Anne's County, for collection.

2. That as to the properties hereinafter set forth respectively, the taxes thereon were not paid when due.

3. That Oscar A.Schulz, Treasurer, caused to be published in the Queen Anne's 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

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

1st day of March, a list of all delinquents, together with the amount of taxes for which they were respectviely 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, 1979, 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 to day of payment on or before the 10th day of April, 1979, 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, 1979, the Treasurer would proceed at 10:00 a.m. on that day at the Court House in said County to offer said property for sale to the highest bidder for cash. A certificate of said publication is attached hereto as a part hereof.

6. The said Treasurer not having received the taxes in arrears on the several parcels of land, hereinafter described did proceed to sell on May 15, 1979, at 10:00 a.m. (D.S.T.) in front of the Court House Door, Centreville, Maryland, under the terms of said notice all of said properties in the following manner. The advertisement of sale was first read, and then the properties were offered to the highest bidder, one at a time, by Joseph Jackson, Jr., Auctioneer. There follows the description of the properties, the amount of taxes and interest accrued, the pro rata costs of advertising said sale, the County Treasurer's fees, and all other charges, costs, fees, and expenses incident to said sale, the person to whom and at what price each of said several properties were respectively sold.

FIRST DISTRICT

ALL that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located Route 300 w/Sudlersville, being designated on Map 12, Block 22, as Parcel 254, Queen Anne's County Tax Maps, consisting of 12 acres of land, more or less and improvements. Assessed value

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

$5073.00, assessed to Terrance Bratcher for $83.20 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 83.20
Interest	4.43
Advertising	15.00
Attorney	15.00
Auctioneer	7.50
Notary Public	2.00
	$ 127.13
5% Treasurer's Commission	155.00
	$ 282.13

The property was sold to Robert Wolcott at and for the sum of Three Thousand One Hundred Dollars ($3,100.00) 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 on Map 20, Block 7, as Parcel 27, Queen Anne's County Tax Maps, consisting of 10 Acres of Land, more or less and improvements. Assessed value $2,500.00, assessed to Clarence Burris for $41.00 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 41.00
Interest	2.19
Advertising	15.00
Attorney	15.00
Auctioneer	7.50
Notary Public	2.00
	$ 82.69
5% Treasurer's Commission	175.00
	$ 257.69

The property was sold to John Sause at and for the sum of Three Thousand Five Hundred Dollars ($3,500.00) 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 on Map 20, Block 7, as Parcel 27, Queen Anne's County Tax Maps, consisting of 9 Acres of Land, more or less. Assessed value $1,900.00, assessed to Clarence Burris for $31.16 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 31.16
Interest	1.66
Advertising	15.00
Attorney	15.00
Auctioneer	7.50
Notary Public	2.00
	$ 72.32

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

5% Treasurer's Commission - - - - - - - - -	$	170.00
	$	242.32

The property was sold to Stran J. Funk and Autry Noblitt at and for the sum of Three Thousand Four Hundred Dollars ($3,400.00) they being then and there the highest bidders 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 on Map 20, Block 15, as Parcel 72, Queen Anne's County Tax Maps, consisting of 20 Acres of Land, more or less and improvements. Assessed value $6,200.00, assessed to Grace B. Demby for $101.68 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$	101.68
Interest - - - - - - - - - - - - - - - - - - -		5.42
Advertising- - - - - - - - - - - - - - - - - -		15.00
Attorney - - - - - - - - - - - - - - - - - - -		15.00
Auctioneer - - - - - - - - - - - - - - - - - -		7.50
Notary Public - - - - - - - - - - - - - - - - -		2.00
	$	146.60
5% Treasurer's Commission - - - - - - - - -		250.00
	$	396.60

The property was sold to William R. Wilson, III, at and for the sum of Five Thousand Dollars ($5,000.00) he being then and there the highest bidder thereof.

FOURTH DISTRICT

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Cloverfields - Lot 47, Block F, Plat 4, being designated on Map 49, Queen Anne's County Tax Maps,consisting of a lot. Assessed value $2,440.00, assessed to Caesar Y. and Esperanza C. Alonza for $40.02 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$	40.02
Interest - - - - - - - - - - - - - - - - - - -		2.13
Advertising - - - - - - - - - - - - - - - - - -		15.00
Attorney - - - - - - - - - - - - - - - - - - -		15.00
Auctioneer - - - - - - - - - - - - - - - - - -		7.50
Notary Public - - - - - - - - - - - - - - - - -		2.00
	$	81.65
5% Treasurer's Commission- - - - - - - - - -		205.00
	$	286.65

The property was sold to Charles E. Anthony, Jr. at and for the sum of Four Thousand One Hundred Dollars ($4,100.00) 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 Fourth Election District of Queen Anne's County, Maryland, located Batts Neck Road, S/Stevensville, being designated on Map 63, Block 8, as Parcel 60, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $945.00, assessed to Corrine Aytch for $15.50 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	15.50
Interest		.83
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	55.83
5% Treasurer's Commission		45.00
	$	100.83

The property was sold to Stran J. Funk and Autry N. Noblitt at and for the sum of Nine Hundred Dollars ($900.00) 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 Cloverfields, Lots 27-28, Block AA, Plat 6, being designated on Map 49, Queen Anne's County Tax Maps, consisting of 2 Lots. Assessed value $2,362.00, assessed to Herbert H. and Sophia M. Campbell for $38.73 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	38.73
Interest		2.06
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	80.29
5% Treasurer's Commission		155.00
	$	235.29

The property was sold to Stran J. Funk and Autry N. Noblitt at and for the sum of Three Thousand One Hundred Dollars ($3,100.00) 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 Kent Island Estates, Lots 30-32, Block K, Section 2, being designated on Map 70, Queen Anne's County Tax Maps, consisting of 2 Lots. Assessed value $250.00, assessed to Denver W. Crabbs for $4.10 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	4.10

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Interest	$	.22
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	43.82
5% Treasurer's Commission		155.00
	$	198.82

The property was sold to John L. Murdoch, Jr. at and for the sum of Three Thousand One Hundred Dollars ($3,100.00) 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 Batts Neck Road S/Stevensville, being designated on Map 63, Block 8, as Parcel 112, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $4,360.00, assessed to James A. Debrew for $71.50 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	71.50
Interest		3.81
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	114.81
5% Treasurer's Commission		150.00
	$	264.81

The property was sold to Robert Wolcott at and for the sum of Three Thousand Dollars ($3,000.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Cloverfields, Lot 21, Block U, Plat 1, being designated on Map 49, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $1,181.00, assessed to James J. and Alfreda R. Fleming for $19.37 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	19.37
Interest		1.03
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	59.90
5% Treasurer's Commission		110.00
	$	169.90

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The property was sold to Stran J. Funk and Autry N. Noblitt at and for the sum of Two Thousand Two Hundred Dollars ($2,200.00) they being then and there the highest bidders thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Cloverfields, Lot 35, Block H, Plat 4, being designated on Map 49, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $2,454.00, assessed to Fuhrman Enterprises, Inc. for $40.25 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	40.25
Interest		2.15
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	81.90
5% Treasurer's Commission		150.00
	$	231.90

The property was sold to Rita M. Reynolds at and for the sum of Three Thousand Dollars ($3,000.00) she being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 10, Block L, Sunny Isle of Kent, being designated on Map 63, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $765.00, assessed to Eugene G. Howard for $12.55 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	12.55
Interest		.67
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	52.72
5% Treasurer's Commission		20.00
	$	72.72

The property was sold to Stran J. Funk and Autry N. Noblitt at and for the sum of Four Hundred Dollars ($400.00) they being then and there the highest bidders thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Cloverfields, Lots 7-8, Block AA, being designated on Map 49, Queen Anne's County Tax Maps, consisting of 2 Lots. Assessed value $5,255.00, assessed to Thomas Kelly for $86.18

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taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	86.18
Interest		4.60
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	130.28
5% Treasurer's Commission		305.00
	$	435.28

The property was sold to Eugene Deems, Jr. at and for the sum of Six Thousand One Hundred Dollars ($6,100.00) 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 Lot 17, Block E, Plat 4 Cloverfields, being designated on Map 49, Queen Anne's County Tax Maps, consisting of a Lot. Assessed value $1,575.00, assessed to Robert P. Lerch for $25.83 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	25.83
Interest		1.37
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	66.70
5% Treasurer's Commission		55.00
	$	121.70

The property was sold to Stran J. Funk and Autry Noblitt at and for the sum of One Thousand One Hundred Dollars ($1,100.00) they being then and there the highest bidders thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 15, Block E, Plat 5, Cloverfields, being designated on Map 49, Queen Anne's County Tax Maps, consisting of a Lot. Assessed value $1,575.00, assessed to Robert P. Lerch for $25.83 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	25.83
Interest		1.37
Advertising		15.00
Attorney		15.00
Auctioneer		7.50

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Notary Public	$	2.00
	$	66.70
5% Treasurer's Commission		55.00
	$	121.70

The property was sold to Stran J. Funk and Autry N. Noblitt at and for the sum of One Thousand One Hundred Dollars ($1,100.00) they being then and there the highest bidders thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 16, Block E, Plat 5, Cloverfields, being designated on Map 49, Queen Anne's County Tax Maps, consisting of 1 Lot. Assessed value $1,575.00, assessed to Robert P. Lerch for $25.83 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	25.83
Interest		1.37
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	66.70
5% Treasurer's Commissioners		45.00
	$	111.70

The property was sold to Stran J. Funk and Autry N. Noblitt at and for the sum of Nine Hundred Dollars ($900.00) 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 Church Street in Stevensville, being designated on Map 48, Block 24, as Parcel 71, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $1,296.00, assessed to William F. Lynch for $21.25 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	21.25
Interest		1.13
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	61.88
5% Treasurer's Commission		120.00
	$	181.88

The property was sold to Clarence Morgan and Mary Daniels at and for the sum of Two Thousand Four Hundred Dollars ($2,400.00) they being then and there the highest bidders thereof.

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ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lots 20-22-Block Q, Section 3- Kent Island Estates, being designated on Map 70, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value $2596.00, assessed to David R. Miller for $42.57 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	42.57
Interest	$	2.27
Advertising	$	15.00
Attorney	$	15.00
Auctioneer	$	7.50
Notary Public	$	2.00
	$	84.34
5% Treasurer's Commission		285.00
	$	369.34

The property was sold to Charles E. Anthony, Jr. at and for the sum of Five Thousand Seven Hundred Dollars (5,700.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 12-Block V, Plat 1, Cloverfields, being designated on Map 49, Queen Anne's County Tax Maps, consisting of 1 Lot. Assessed value $1181.00, assessed to Eugene and Mary Mitchem for $19.37 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	19.37
Interest	$	1.03
Advertising	$	15.00
Attorney	$	15.00
Auctioneer	$	7.50
Notary Public	$	2.00
	$	59.90
5% Treasurer's Commission		85.00
	$	144.90

The property was sold to Stran J. Funk and Autry Noblitt at and for the sum of One Thousand Seven Hundred Dollars ($1700.00) they being then and there the highest bidders thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 31, Block L, Section 3, Kent Island Estates, being designated on Map 70, Queen Anne's County Tax Maps, consisting of 1 Lot. Assessed value $1298.00, assessed to Diane M. Mowbray for $21.29 taxes in arrears plus interest, costs, and expenses to day of sale.

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Taxes	$	21.29
Interest	$	1.13
Advertising	$	15.00
Attorney	$	15.00
Auctioneer	$	7.50
Notary Public	$	2.00
	$	61.92
5% Treasurer's Commission		20.00
	$	81.92

The property was sold to Stran J. Funk and Autry N. Noblitt at and for the sum of Four Hundred Dollars ($400.00) they being then and there the highest bidders thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland located Lot 25, Block B, Plat 5, Cloverfields, being designated on Map 49, Queen Anne's County Tax Maps, consisting of 1 Lot. Assessed value $1525.00, assessed to Robert W. and Inez Phillips for $25.01 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	25.01
Interest	$	1.33
Advertising	$	15.00
Attorney	$	15.00
Auctioneer	$	7.50
Notary Public	$	2.00
	$	65.84
5% Treasurer's Commission		55.00
	$	120.84

The property was sold to Stran J. Funk and Autry N. Noblitt at and for the sum of One Thousand One Hundred Dollars ($1100.00) they being then and there the highest bidders thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland located Lot 71, Block F, Section 1, Kent Island Estates, being designated on Map 70, Queen Anne's County Tax Maps, consisting of 1 Lot. Assessed value $1050.00, assessed to Francis E. and Norma J. Remmell for $17.22 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes	$	17.22
Interest	$	.92
Advertising	$	15.00
Attorney	$	15.00
Auctioneer	$	7.50
Notary Public	$	2.00
	$	57.64
5% Treasurer's Commission		60.00
	$	117.64

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The property was sold to Rita M. Reynolds at and for the sum of One Thousand Two Hundred Dollars ($1,200.00) she being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 25, Block 28, Section 2, Bay City, being designated on Map 56, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $2,362.00, assessed to Walter R. and Jona L. Souder for $38.73 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	38.73
Interest		2.06
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	80.29
5% Treasurer's Commission		260.00
	$	340.29

The property was sold to Charles E. Anthony, Jr. at and for the sum of Five Thousand Two Hundred Dollars ($5,200.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Cloverfields, Lot 21, Block CC, Plat 6, being designated on Map 49, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $1,693.00, assessed to John M. Jr. and Jacqueline H. Speake for $27.77 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	27.77
Interest		1.48
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	68.75
5% Treasurer's Commission		105.00
	$	173.75

The property was sold to Stran J. Funk and Autry Noblitt at and for the sum of Two Thousand One Hundred Dollars ($2,100.00) they being then and there the highest bidders thereof.

FIFTH DISTRICT

ALL that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located

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U.S. 50 near Wye Mills, being designated on Map 60, Block 14, as Parcel 57, Queen Anne's County Tax Maps, consisting of One acre of land, more or less and improvements. Assessed value $4,689.00, assessed to Mary Jane Lloyd, et al, for $76.90 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	76.90
Interest		4.10
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	120.50
5% Treasurer's Commission		355.00
	$	475.50

The property was sold to Robert Wolcott at and for the sum of Seven Thousand One Hundred Dollars ($7,100.00), he being then and there the highest bidder thereof.

SEVENTH DISTRICT

ALL that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located Route 544 near Crumpton, being designated on Map 6, Block 10, as Parcel 17, Queen Anne's County Tax Maps, consisting of 195 acres of land, more or less and improvements. Assessed value $74,694.00, assessed to Krings, Burkhard & Enrigue Maria Moreno for $1224.98 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	1224.98
Interest		65.29
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	1329.77
5% Treasurer's Commission		3750.00
	$	5079.77

The property was sold to Leon Chernoff at and for the sum of Seventy Five Thousand Dollars ($75,000.00 he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located Ewingtown Road in Ewingtown, being designated on Map 11, Block 7, as Parcel 101, Queen Anne's County Tax Maps, consisting of one acre of land, more or less and improvements. Assessed value $682.00, assessed to Mary Raspberry Heirs for $11.18 taxes in arrears plus interest, costs, and expenses to day of sale.

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Taxes	$	11.18
Interest		.60
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	51.28
5% Treasurer's Commission		70.00
	$	121.28

The property was sold to Leon Chernoff at and for the sum of One Thousand Four Hundred Dollars ($1,400.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located Char-Nor-Manor, Lot 56C, being designated on Map 4, Block 6, as Parcel 76, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $864.00, assessed to Wicomico Modular Homes Corp. for $14.17 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	14.17
Interest		.76
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	54.43
1977-78 Taxes		14.77
	$	69.20
5% Treasurer's Commission		55.00
	$	124.20

The property was sold to William R. Wilson, 3rd at and for the sum of One Thousand One Hundred Dollars ($1,100.00) 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 of
Queen Anne's County, Maryland

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

I HEREBY CERITFY, that on this 12th day of June, 1979, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared OSCAR A. SCHULZ, Treasurer for Queen Anne's County, and made oath in due form of law that the matters and facts set forth in the aforegoing REPORT OF TAX SALES are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires July 1,1982

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ATTORNEY AT LAW
CENTREVILLE, MD. 21617
758-0877

IN THE MATTER OF THE TAX SALES IN QUEEN ANNE'S COUNTY, MARYLAND, FOR THE YEAR 1979, OF PROPERTIES ASSESSED TO THE FOLLOWING: TERRANCE BRATCHER; CLARENCE BURRIS; CLARENCE BURRIS; GRACE B. DEMBY; CAESAR Y. AND ESPERANZA C. ALONSA; CORRINE AYTCH; HERBERT H. AND SOPHIA M. CAMPBELL; DENVER W. CRABBS; JAMES A. DEBREW; JAMES J. AND ALFREDA R. FLEMING; FUHRMAN ENTERPRISES, INC.; EUGENE G. HOWARD; THOMAS KELLY; ROBERT P. LERCH; ROBERT P. LERCH; ROBERT P. LERCH; WILLIAM F. LYNCH; DAVID R. MILLER; EUGENE AND MARY MITCHEM; DIANE M. MOBRAY; ROBERT W. AND INEZ PHILLIPS; FRANCIS E. AND NORMA J. REMMELL; WALTER R. JR. AND JONA L. SOUDER; JOHN M. JR. AND JACQUELINE H. SPEAKE; MARY JANE LLOYD; ET AL; KRINGS, BURKHARD AND ENRIGUE MARIA MORENO; MARY RASPBERRY, HEIRS; WICOMICO MODULAR HOMES CORP.

IN

THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 6439

* * * * *

ORDERED, this 15th day of June, 1979, that the Tax Sale made and reported in this cause by Oscar A. Schulz, Treasurer, for Queen Anne's County, State of Maryland, be ratified and confirmed on or after the 14th day of August, 1979, unless cause to the contrary thereof be previously shown; provided a copy of this Order be inserted in some newspaper [redacted] published in QueenAnne's County, State of Maryland, once a week for four successive weeks commencing on the 20th day of June, 1979, and ending on the 11th day of July 1979.

AND the report states amount of sale to be $148,400.00

Clayton C. Carter

JUDGE

FILED: June 18, 1979

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

Centreville, Md. August 13 19 79

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 11th day of July 19 79

And that the first insertion of said advertisement in the said QUEEN ANNE'S JOURNAL was on the 20th day of June 19 79, and the last insertion on the 11th day of July 19 79

Publishers, Queen Anne's Journal

Per

RECEIVED
CLERK, CIRCUIT COURT
1979 AUG 15 PM 4: 2
QUEEN ANNE'S COUNTY

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S
COUNTY
IN EQUITY
No. 6439

THE MATTER OF THE TAX SALES IN QUEEN ANNE'S COUNTY, MARYLAND, FOR THE YEAR 1979, OF PROPERTIES ASSESSED TO THE FOLLOWING: TERANCE BRATHCHER; CLARENCE BURRIS; CLARENCE BURRIS; GRACE B. DEMBY; CAESAR Y. AND ESPERANZA C. ALONSA; CORRINE AYTCH; HERBERT H. AND SOPHIA M. CAMPBELL; DENVER W. CRABBS; JAMES A. DEBREW; JAMES J. AND ALFREDA R. FLEMING; FUHRMAN ENTERPRISES, INC.; EUGENE G. HOWARD; THOMAS KELLY; ROBERT P. LERCH; ROBERT P. LERCH; ROBERT P. LERCH; WILLIAM F. LYNCH'; DAVID R. MILLER; EUGENE AND MARY MITCHEM; DIANE M. MOBRAY: ROBERT W. AND INEZ PHILLIPS; FRANCIS E. AND NORMA J. REMMELL; WALTER R. JR. AND JONA L. SOUDER; JOHN M. JR. AND JACQUELINE H. SPEAKE; MARY JANE LLOYD, ET AL;KRINGS, BURKHARD AND ENRIGUE MARIA MORENO; MARY RASPBERRY, HEIRS; WICOMICO MODULAR HOMES CORP.

ORDERED, this 15th. day of June, 1979, that the Tax Sale made and reported in this cause by Oscar A. Schulz, Treasurer, for Queen Anne's County, State of Maryland, be ratified and confirmed on or after the 14th day of August, 1979, 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, State of Maryland, once a week for four successive weeks commencing on the 20th day of June, 1979, and ending the 11th day of July 1979.

AND the report states amount of sale to be $148,400.00.

Clayton C. Carter
JUDGE

Filed:
June 18, 1979

TRUE COPY TEST:
Marguerite W. Manklin
Clerk
By Betty Comegys
Deputy Clerk

No. 285

IN THE MATTER OF THE TAX SALES IN QUEEN ANNE'S COUNTY, MARYLAND, FOR THE YEAR 1979, OF PROPERTIES ASSESSED TO THE FOLLOWING: TERRANCE BRATCHER; CLARENCE BURRIS; CLARENCE BURRIS; GRACE B. DEMBY; CAESAR Y. AND ESPERANZA C. ALONSA; CORRINE AYTCH; HERBERT H. AND SOPHIA M. CAMPBELL; DENVER W. CRABBS; JAMES A. DEBREW; JAMES J. AND ALFREDA R. FLEMING; FUHRMAN ENTERPRISES, INC.; EUGENE G. HOWARD; THOMAS KELLY; ROBERT P. LERCH; ROBERT P. LERCH; ROBERT P. LERCH; WILLIAM F. LYNCH; DAVID R. MILLER; EUGENE AND MARY MITCHEM; DIANE M. MOBRAY; ROBERT W. AND INEZ PHILLIPS; FRANCIS E. AND NORMA J. REMMELL; WALTER R. JR. AND JONA L. SOUDER; JOHN M. JR. AND JACQUELINE H. SPEAKE; MARY JANE LLOYD; ET AL; KRINGS, BURKHARD AND ENRIGUE MARIA MORENO; MARY RASPBERRY, HEIRS; WICOMICO MODULAR HOMES CORP.

IN

THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 6439

* * * * *

ORDERED, this 16th day of August, 1979, 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 15th day of May, 1979, 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:

Robert Wolcott	- First Election District
John Sause	- First Election District
Stran J. Funk, Autry Noblitt	- First Election District
William R. Wilson, III	- First Election District
Charles E. Anthony, Jr.	- Fourth Election District
Stran J. Funk, Autry Noblitt	- Fourth Election District
Stran J. Funk, Autry Noblitt	- Fourth Election District
John L. Murdoch, Jr.	- Fourth Election District
Robert Wolcott	- Fourth Election District
Stran J. Funk, Autry Noblitt	- Fourth Election District
Rita M. Reynolds	- Fourth Election District
Stran J. Funk, Autry Noblitt	- Fourth Election District
Eugene Deems, Jr.	- Fourth Election District
Stran J. Funk, Autry Noblitt	- Fourth Election District
Stran J. Funk, Autry Noblitt	- Fourth Election District
Stran J. Funk, Autry Noblitt	- Fourth Election District
Clarence Morgan, Mary Daniels	- Fourth Election District

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

Charles E. Anthony, Jr.	- Fourth Election District
Stran J. Funk, Autry Noblitt	- Fourth Election District
Stran J. Funk, Autry Noblitt	- Fourth Election District
Stran J. Funk, Autry Noblitt	- Fourth Election District
Rita M. Reynolds	- Fourth Election District
Charles E. Anthony, Jr.	- Fourth Election District
Stran J. Funk, Autry Noblitt	- Fourth Election District
Robert Wolcott	- Fifth Election District
Leon Chernoff	- Seventh Election District
Leon Chernoff	- Seventh Election District
William R. Wilson	- Seventh Election District

Reported sold in these proceedings on account of taxes in arrears BE AND THE SAME ARE HEREBY FINALLY RATIFIED AND CONFIRMED, no cause to the contrary thereof having been shown, although notice appears to have been given as provided by the Order Nisi passed in these proceedings on the 15th day of June, 1979, a Certificate of Publication of said ORDER NISI being filed in this cause showing publication thereof in accordance with said ORDER.

JUDGE

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

PETITION FOR FORECLOSURE

THE EQUITABLE TRUST COMPANY Calvert and Fayette Streets Baltimore, Maryland 21202 a Maryland banking corporation	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
v.	*	QUEEN ANNE'S COUNTY
	*	
WILLIAM F. CLARK and SHARON T. CLARK, his wife 120 Ojibwa Lane Virginia Beach, VA 23462	*	Equity 6376
Defendants	*	MAR 12-79 * 25782 *****50 00 MAR 12-79 A 25782 *****50 00

* * * * * * * * * * * * * * *

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 3rd day of November A.D. 1976 the defendants executed and delivered to The Equitable Trust Company a mortgage upon certain real property in the County of Queen Anne's, therein described, to secure the payment of the mortgage debt of $22,500.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any convenant 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 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 FOR
CLERK, CIRCUIT COURT
1979 MAR 12 AM 9:22
QUEEN ANNE'S COUNTY

Samuel H. Clark, Jr.
Samuel H. Clark, Jr.
10 Light Street, Suite 1000
Baltimore, Maryland 21202
Attorney for Plaintiff

LIBER 11 PAGE 382

DOCUMENT NO. 85,944 BOOK 111 PAGE 260

RESIDENTIAL LOT

Petitioner's Exhibit No. 1

IC 27909

PURCHASE MONEY

This Mortgage made this 3rd day of November in the year One Thousand Nine Hundred and seventy-six between WILLIAM F. CLARK and SHARON T. CLARK, his wife, ---

(hereinafter collectively sometimes called the "Mortgagor") and THE EQUITABLE TRUST COMPANY, a corporation duly incorporated and existing under the laws of the State of Maryland (hereinafter sometimes called the "Mortgagee").

WHEREAS, the Mortgagor stands bona fida indebted unto the Mortgagee in the full and just principal sum of TWENTY-TWO THOUSAND FIVE HUNDRED----------Dollars ($ 22,500.00) for money this day loaned by the Mortgagee unto the Mortgagor evidenced by and payable with interest as provided in a Note of even date herewith, the unpaid balance with interest accrued thereon (hereinafter referred to as the "Mortgage Debt") being due --November 3, 2001-- , which principal sum having been used as a portion of the purchase price for the property hereinafter described;

WHEREAS, it was a condition precedent to the making of such loan that the repayment thereof, with interest, should be secured by the execution of this Mortgage;

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the Mortgagors grant, assign and convey unto the Mortgagee, its successors and assigns, all that lot or lots of ground situate in the County of Queen Anne's , State of Maryland, hereinafter referred to as the Mortgaged Property, and described as follows:

ALL that lot or parcel of land situate, lying and being on Kent Island, Fourth Election District of Queen Anne's County, State of Maryland, on the left side of the State Road leading from Kent Island Narrows to Stevensville (now designated Maryland Route No. 18), and with a front on said road of 72 feet, and bounded on the West by the land of or formerly of Reba R. Lowery, with a depth of 302 feet, and on the South also by the land of Reba R. Lowery, with a width of 72 feet, and on the East by the land of Edna C. Palmer, with a depth of 302 feet, to the starting point on State Road at corner post of Edna C. Plamer land, containing one-half an acre of land, more or less.

BEING the same property granted and conveyed from Ronald W. Hill and Alyce G. Hill, his wife, unto William F. Clark and Sharon T. Clark, his wife, by deed dated November 3, 1976, and recorded or intended to be recorded among the Land Records of Queen Anne's County prior hereto.

RECEIVED FOR RECORD & RECORDED IN LIBER 11 FOLIO 260

1976 NOV -4 PM 2:57

RECORD FOR QUEEN ANNE'S CO., MD.
CHARLES W. BOCHL, CLERK

NOV -4-76 * 24003 *****13.00
NOV -4-76 A 24003 *****13.00

FORM NO. 3016 REV. 5/76

Together with the buildings and improvements on the Mortgaged Property and the rights, roads, alleys, ways, waters, privileges, fixtures, appurtenances and advantages thereto belonging or in anywise appertaining, and including any right, title, interest and estate hereafter acquired by the Mortgagors in the property granted herein.

ALSO TOGETHER with and including, but not limited to, as part of the building and improvements erected on the aforesaid lot or lots of ground all building materials and other chattels on the premises intended to be incorporated in the improvements thereon, and all fixtures, equipment, accessories and furniture which is attached to or affixed to the buildings and improvements, including kitchen cabinets, hot water heaters, gas and electric ranges, laundry equipment and tubs, medicine cabinets, lighting fixtures, heating plant, air-conditioning equipment, piping, tubing, duct work, radiators, storm windows, storm doors, screens, screen doors, window shades and awnings, all of which fixtures, accessories and equipment now on or hereafter placed upon the lot or lots of ground are hereby declared to be by the Mortgagors fixtures and permanent additions to the realty and intended to be included as part of the lot or lots of ground hereby mortgaged.

This Mortgage shall also secure future advances as provided in Section 7-102 of Chapter 12 of the Laws of Maryland, 1974, with all additions or amendments thereto.

TO HAVE AND TO HOLD the Mortgaged Property with the improvements, appurtenances, fixtures and permanent additions as aforesaid unto the Mortgagee, its successors and assigns, in fee simple.

Provided that if the Mortgage Debt as aforesaid, and all other charges covered hereby, shall be paid to the Mortgagee by the Mortgagor when due, and if all of the covenants herein mentioned shall be performed, then this Mortgage shall be null and void.

But upon any default being made in the payment of the Mortgage Debt, the payment of any total monthly payment, or the payment of the other charges covered hereby, in whole or in part, when due, or upon any default being made in any other covenant or condition of this Mortgage, then the whole Mortgage Debt hereby secured shall thereupon be deemed due and payable forthwith at the election of the Mortgagee; and it is covenanted that until such default as aforesaid (but not thereafter), the Mortgagor shall have possession of the Mortgaged Property.

AND the Mortgagor does hereby covenant with the Mortgagee as follows: (1) To pay the Mortgage Debt and interest thereon according to the terms and conditions of the Note and any amendment, substitution, extension or renewal thereof, and to pay, when due, all ground rents, taxes, condominium fees, water rents, assessments, public and other dues and charges levied or assessed or which may be levied or assessed on the property, and on the Mortgage Debt and interest, and upon payment thereof (unless paid by the Mortgagee from funds deposited with it by the Mortgagors) to exhibit to the Mortgagee within thirty (30) days after each of the above items is legally due the receipted bills therefor at the place of business of the Mortgagee, or at such other place as directed by Mortgagee in writing; and not permit any lien or encumbrance on the property superior to the lien of this Mortgage or statutory lien of any kind except liens for taxes and special assessments not then delinquent; (2) To pay monthly, upon request of the Mortgagee, in addition to payments of principal and interest as provided in the Note, a sum equal to 1/12th of the annual ground rent, if any, taxes, insurance premiums on the property and mortgage insurance premiums, if any, and any and all maintenance charges, condominium fees, assessments, or other charges, if any, all as estimated by the Mortgagee from time to time, to be held by the Mortgagee in an interest bearing account to pay such items enumerated above. The interest shall be the rate regularly paid by the Mortgagee on its regular passbook savings account, as the same may be established from time to time, but in no event shall the rate of interest be less than Three Percent (3%). The interest shall be computed on the average monthly balance accrued in the account and shall be paid annually by crediting the account with the amount of interest due; (3) The provisions of sub-paragraph 2 above shall not apply if the Mortgagee elects to use the direct reduction method to cover the payment of items enumerated in sub-paragraph 2 above. In using the direct reduction method, the principal of the Mortgage Debt shall be credited for these payments and as expenses are paid by the Mortgagee, such expenses paid shall be added to the principal of the Mortgage Debt. (4) The Mortgagee may elect to abolish the expense account referred to above and refund to the Mortgagor all funds deposited in said account, with any interest which may be accrued thereon, if established under sub-paragraph 2, or if established under sub-paragraph 3, to add to the principal of the Mortgage Debt any expense funds deducted from the principal of the Mortgage Debt, at that time. At any time, upon one months notice to the Mortgagor, the Mortgagee may elect to re-establish an expense account in accordance with sub-paragraph 2 or 3 above, or change from one to the other at any time. (5) To keep the buildings and improvements on the Mortgaged Property insured against loss by fire, windstorm, flood and such hazards as the Mortgagee may from time to time require in an insurance company or companies acceptable to, and in an amount which may be from time to time designated by Mortgagee, but if not designated, at no time less than the value of the buildings and improvements on the Mortgaged Property and to cause each and every policy of insurance on the Mortgaged Property to be so framed or endorsed as in case of fire and/or windstorm or other loss to inure to the benefit of Mortgagee to the extent of its lien or claim under this Mortgage, and to deliver said policy or policies to the Mortgagee to be kept by the Mortgagee and to deliver all renewals thereof to the Mortgagee at its principal office or at such other place, either within or without the said State, as the owner or holder hereof may, from time to time, in writing, designate. And in the event of any loss by fire, windstorm, flood or hazards, the insurance company or companies are hereby directed by the Mortgagor to make payment for such loss to the Mortgagee only and not the Mortgagor and Mortgagee, jointly, such payment to the Mortgagee, shall be applied to the extinguishment of the Mortgage Debt and other charges secured by this Mortgage, whether then due or not, but not to exceed the amount payable under the Mortgage; provided that the Mortgagee in lieu thereof, may by its written consent agree to the application by the Mortgagor of the said insurance money to the reconstruction of the buildings and improvements on the Mortgaged Property; (6) Should the Mortgagor fail or neglect to pay any ground rent, taxes, assessments, public or other dues or charges levied or assessed or which may be levied or assessed on the property or on the Mortgage Debt and interest, when due, or to keep the property in proper repair, or to keep the property insured as agreed herein, or shall permit any lien or encumbrance upon the property superior to the lien of this Mortgage, the Mortgagee may make such payments or repairs or insure the property against such loss in such an amount as may be necessary to secure the Mortgage Debt, and the Mortgagor shall reimburse the Mortgagee for said payments upon demand. Should the Mortgagor fail to reimburse Mortgagee, then any sum so paid shall be added to the principal of the Mortgage Debt and shall bear interest at the rate set forth in said Note; (7) To keep the property in good order, condition and repair and to permit the Mortgagee to enter upon and inspect the same; to make all proper renewals, replacements and additions of and to the property; not to permit or suffer any waste thereof; and not to demolish the improvements or materially change them or permit them to be demolished or materially changed, without the written consent of the Mortgagee; (8) That should the title or the equity of redemption in the Mortgaged Property be acquired in whole or in part by voluntary or involuntary deed, grant, lease or assignment by any persons, firm or corporation or should the Mortgagor 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 voluntary deed, grant, lease or assignment shall first be consented to in writing by the Mortgagee. The Mortgagor shall not, without the prior written consent of the Mortgagee, encumber the Mortgaged Property by a Mortgage or other lien; (9) That upon any default in any of the covenants of this Mortgage, or upon default being made in the payment of any total monthly payment, in whole or in part, when due, the Mortgagee at its election shall have the right to manage the Mortgaged property and to collect the rents and profits therefrom which rents and profits in that event are hereby assigned to the Mortgagee, as additional security, and in addition thereto, the Mortgagee, shall also be entitled in that event, if it so elects,

to the immediate appointment of a receiver for the Mortgaged Property, without notice to the Mortgagor and without regard to the adequacy or inadequacy of the Mortgaged Property as security for the Mortgage Debt. The Mortgagee or Receiver appointed pursuant to the provisions of this paragraph shall exercise all of the rights of the Mortgagor with regard to any and all leases between the Mortgagor and any tenants or Lessees occupying any part or all of the Mortgaged Property and the Mortgagee or Receiver shall have the right from time to time in its discretion to vary the terms of any written or oral lease or tenancy, or to sue for the recovery of any sum or sums due, past due or to become due thereunder and any and all acts done by the Mortgagee or Receiver, are hereby authorized, ratified and approved by the Mortgagor; (10) Upon default being made in the payment of any monthly payment of interest or principal in whole or in part when due, the Mortgagee reserves the right to declare the entire Mortgage Debt due and payable forthwith as above provided, or the Mortgagee may accept the total overdue monthly payments from the Mortgagor and collect a "late charge" for each monthly payment overdue and unpaid for more than fifteen (15) days in an amount not exceeding Two Dollars ($2.00) or one-twentieth (1/20th) of the total amount of any delinquent or late monthly installment of delinquent interest and principal only whichever is greater; (11) Mortgagor shall not, without the prior written consent of the Mortgagee, remove from the Mortgaged Property, sell, or encumber in any manner whatsoever the fixtures and permanent additions above described or any other appurtenances thereto belonging; (12) That the Mortgagee may consider this Mortgage as a security agreement under the provisions of the Uniform Commercial Code as enacted in the State of Maryland and in accordance therewith, the Mortgagor agrees to execute a financing statement covering any fixtures, goods and chattels intended to be part of the security for the Mortgage Debt evidenced hereby encompassing any such fixtures, goods and chattels which are presently owned or which may be hereafter acquired by the Mortgagor including all additions, replacements, accessories and attachments thereto or for use in connection therewith, and in the event of default hereunder, Mortgagee may at its election and in addition to the remedies provided herein or in conjunction therewith, exercise the remedies of a secured party under the Uniform Commercial Code; (13) And it is further mutually covenanted and agreed that in the event of the passage, after the date of this Mortgage, of any law of the State of Maryland, deducting from the value of land for the purpose of taxation any lien thereon or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this Mortgage, the Mortgage Debt secured by this Mortgage, shall at the option of the Mortgagee, without notice to any party, become immediately due and payable.

Should all or any part of the property be condemned or taken through eminent domain proceedings, all or such part of any award or proceeds thereof as the Mortgagee in its sole discretion may determine, in writing, shall be paid to the Mortgagee and applied to the payment of the Mortgage Debt and all such proceeds are hereby assigned to the Mortgagee.

And it is further mutually covenanted and agreed that each and every paragraph of this Mortgage and each portion thereof shall be considered to be severable from each and every other such paragraph or portion thereof, and, if any part of this Mortgage shall be adjudicated to be invalid, null or void, such adjudication shall in no way effect the validity or enforceability of any other paragraph or portion thereof of this Mortgage.

And the Mortgagor, in accordance with the provisions of the Code of Public General Laws of the State of Maryland, the Maryland Rules of Procedure, or any other General or Local Laws of the State of Maryland relating to Mortgages, including any amendments, supplements or additions thereto, does hereby: (1) declare his assent to the passing of a decree for the sale of the Mortgaged Property at any time after the recording of this Mortgage, (said sale to take place after a default has occurred in any of the covenants and conditions of this Mortgage, as herein provided); (2) and the Mortgagor does hereby also authorize the Mortgagee or Walter Litvinuck its duly authorized attorney, after any such default shall have occurred as aforesaid, to sell the hereby Mortgaged Property. And such sale may be of the Mortgaged Property as a whole and it shall not be the duty of the party selling to sell the same in parts or in lots but such party may do so and the sale shall be made after giving twenty days notice of time, place, manner and terms of sale in some newspaper published in the county where the Mortgaged Property or some portion thereof is located, if there be one so published and, if not in a newspaper having substantial circulation in said county; provided however, that in the City of Baltimore the notice shall be published in one or more of the daily newspapers published in said City; and the party selling may also give such other notice as he may deem expedient; 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 it is agreed that upon any sale of the Mortgaged Property under this Mortgage, whether under the above assent to a decree or under the above power of sale or otherwise, 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 1% of the original principal sum of this Mortgage 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 also a commission to the party making said sale equal to the commission allowed Trustees for making sales of property under a decree of a court of equity in the State of Maryland; second, to the payment of all claims of the Mortgagee hereunder, whether the same shall have then matured or not including interest thereon until final ratification of the auditors report; and third, the balance, if any, to the Mortgagor. It is agreed that half of the aforesaid commissions and all of the aforesaid costs and expenses shall be paid by the Mortgagor in the event the Mortgage Debt is paid in full after any advertisement of the Mortgaged Property, but before any sale thereof.

The Mortgagor shall have the right, prior to any default hereunder, to prepay the Mortgage Debt, in whole or in part, at any time, without penalty.

And it is also mutually covenanted and agreed that no delay or failure on the part of the Mortgagee in the exercise of any right or remedy shall operate as a waiver thereof and no single or partial exercise by the Mortgagee of any right or remedy shall preclude other or further exercise thereof or the exercise of any right or remedy.

And the said Mortgagor covenants to warrant specially the Mortgaged Property, and to execute such further assurances thereof as may be requisite.

Whenever the singular or plural number, or masculine, feminine, or neuter gender is used herein, it shall equally include the other, and every mention herein of the Mortgagor or Mortgagee shall include the heirs, personal representatives, executors, administrators, successors and assigns of the party so designated.

WITNESS the hand(s) and seal(s) of the Mortgagor(s).

TEST:

Virginia Hampton	William F. Clark (SEAL) WILLIAM F. CLARK
	(SEAL)
Virginia Hampton	Sharon T. Clark (SEAL) SHARON T. CLARK
	(SEAL)

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

I HEREBY CERTIFY, that on this 3rd day of November, 19 76, before me, the subscriber, a Notary Public, of the State of Maryland, personally appeared WILLIAM F. CLARK and SHARON T. CLARK, his wife,

known to me (or satisfactorily proven) to be the person(s) whose name (s) is/are subscribed to the within Mortgage and acknowledged that they executed the same for the purposes therein contained.

At the same time, also personally appeared WALTER LITVINUCK The Agent 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 hereby has been paid over and disbursed by the party secured hereby unto the within named Mortgagor or 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 and delivery by the Borrower 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.

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

Virginia Hampton
Notary Public

VIRGINIA HAMPTON NOTARY PUBLIC QUEEN ANNE'S COUNTY, MD.

My commission expires July 1, 1978.

52 85,944

Equitable Acct. No. _____

MORTGAGE

FROM

WILLIAM F. CLARK and

SHARON T. CLARK, his wife

To

THE EQUITABLE TRUST COMPANY

Block No. _____

Received for Record Nov 4, 19 76 at 2:57 o'clock P. M. Same day recorded in Liber CWC No. 111 Folio 260, etc. one of the Land Records of Queen Anne's County and examined per Charles W. Crane Clerk

Cost of Record, $ 13.00 Pd.

THE EQUITABLE TRUST CO.
Mortgage Department
Post Office Box 1556
Baltimore, Maryland 21203

Military Affidavit Under Soldiers' and Sailors'
Civil Relief Act of 1940 and Amendment
thereto of October 6, 1942

THE EQUITABLE TRUST COMPANY Calvert and Fayette Streets Baltimore, Maryland 21202 a Maryland banking corporation	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
v.	*	QUEEN ANNE'S COUNTY
WILLIAM F. CLARK and SHARON T. CLARK, his wife 120 Ojibwa Lane Virginia Beach, VA 23462	*	
Defendants	*	

* * * * * * * * * * * * * *

Military Affidavit

STATE OF MARYLAND, City OF Baltimore, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said , personally appeared Frederick E. Chippendale, Vice President of The Equitable Trust Company, and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief

(1) said defendants are not in the military service of the United States,

(2) said defendants are not in the military service of any nation allied with the United States,

(3) said defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,

(4) said defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

Frederick E. Chippendale
Affiant
Frederick E. Chippendale

Subscribed and sworn to before me this 6th day of March, 1979.

Carol A. Beraducci
Notary Public

STATEMENT OF MORTGAGE CLAIM

THE EQUITABLE TRUST COMPANY Calvert and Fayette Streets Baltimore, Maryland 21202 a Maryland banking corporation	*	IN THE
	*	CIRCUIT COURT
	*	FOR
Plaintiff	*	QUEEN ANNE'S COUNTY
v.	*	
WILLIAM F. CLARK and SHARON T. CLARK, his wife 120 Ojibwa Lane Virginia Beach, VA 23462	*	
Defendants	*	

* * * * * * * * * * * * * *

STATEMENT OF MORTGAGE DEBT

This Statement of Mortgage Debt under a Mortgage dated November 3, 1976 from William F. Clark and Sharon T. Clark, his wife, to The Equitable Trust Company and recorded among the Land Records of Queen Anne's County at Liber C.W.C. 111, folio 260.

Original Debt	$22,500.00
Interest from 9/3/78 to 2/14/79	891.89
Plus Late Charges	135.02
Plus Escrow Balance	102.93
	$23,629.84
LESS	
Amount paid on principal	- $ 478.11
TOTAL DUE	$23,151.73

Interestper diem $5.50

THE EQUITABLE TRUST COMPANY

By Frederick E. Chippendale
Frederick E. Chippendale
Vice President

STATE OF MARYLAND, City of Baltimore, TO WIT:

I HEREBY CERTIFY, That on this 6 day of March in the year nineteen hundred and seventy-nine, before me, a Notary Public of the State of Maryland, in and for said city, personally appeared Frederick E. Chippendale, Vice President of The Equitable Trust Company, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal.

Carol A. Benedicto
Notary Public

My Commission Expires:
July 1, 1982

DECREE FOR SALE OF MORTGAGE PREMISES

THE EQUITABLE TRUST COMPANY Calvert and Fayette Streets Baltimore, Maryland 21202 a Maryland banking corporation	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
v.	*	QUEEN ANNE'S COUNTY
WILLIAM F. CLARK and SHARON T. CLARK, his wife 120 Ojibwa Lane Virginia Beach, VA 23462	*	Equity 6376
Defendants	*	

* * * * * * * * * * * * * *

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 12th day of March, in the year nineteen hundred and seventy-nine, 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 J. Richard O'Connell 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 Twenty-Two Thousand Five Hundred Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given notice by advertisement, inserted in such daily newspaper or newspapers published in the County of Queen Anne's, at least once in each week for three successive weeks, the first such publication to be not less than fifteen days prior to sale and the last such publication to be not more than one week prior to sale, (Md. Rule W 74-2 (i)) of the time, place, manner and terms of sale, which shall be cash, deposit of $2,500.00 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 successors 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 make distribution of the money arising from said sale 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.

K. Thomas Evergam
Judge

RECEIPTED
CLERK, CIRCUIT COURT
1979 MAR 12 PM 2:27
QUEEN ANNE'S COUNTY

Cly. 6376.

LIBER 11 PAGE 390

LIBER 2 PAGE 250

Bond No. M 12 92 58

INSURANCE COMPANY OF NORTH AMERICA

1600 ARCH STREET
PHILADELPHIA
PENNSYLVANIA

Know All Men by These Presents:

That we, J. Richard O'Connell, 10 Light Street, Baltimore, Md. 21202, as Principal and INSURANCE COMPANY OF NORTH AMERICA, A BODY CORPORATE, duly incorporated under the laws of the Commonwealth of Pennsylvania, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty-Two Thousand, Five Hundred and No/100 - Dollars ($ 22,500.00), 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 and administrators, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 23rd day of April, in the year of our Lord, one-thousand, nine-hundred and seventy-nine.

WHEREAS, the above bounden J. Richard O'Connell

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) (XXXXXXXX certain property

mentioned in the proceedings in the case of The Equitable Trust Company, Plaintiff -vs- William F. Clark and Sharon T. Clark, Defendants

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden J. Richard O'Connell do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any further decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

Rozanne M. Sauer

J. Richard O'Connell

Witness:

L. Pill

INSURANCE COMPANY OF NORTH AMERICA

By: Mildred E. Scharf

Mildred E. Scharf, Attorney-in-fact

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

SURETY APPROVED AND BOND FILED ON [illegible]

BS-2022 PTD.

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 280, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 10th day of April, Nineteen Hundred and Seventy-nine.

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

THE EQUITABLE TRUST COMPANY Calvert and Fayette Streets Baltimore, Maryland 21202 a Maryland banking corporation	*	IN THE
	*	CIRCUIT COURT
	*	FOR
Plaintiff	*	QUEEN ANNE'S COUNTY
v.	*	
WILLIAM F. CLARK and SHARON T. CLARK, his wife 120 Ojibwa Lane Virginia Beach, VA 23462	*	Equity No. 6376
Defendants	*	

* * * * * * * * * * * * * *

AFFIDAVIT UNDER MARYLAND RULE W74 a 2 (c)

STATE OF MARYLAND,
SS
COUNTY OF BALTIMORE,

I HEREBY CERTIFY, that on this 25th day of APRIL, 1979, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Samuel H. Clark, Jr., attorney for the Plaintiff in the above captioned matter, and made oath in due form of law that on the 17th day of April, 1979, he caused to be mailed by certified and regular mail to the mortgagors at mortgagors' last known addresses a notice of the time, place, and terms of sale of the mortgaged property by letter dated April 17, 1979, copies of which letters are attached hereto.

MAUREEN DOYLE STEWART NOTARY PUBLIC BALTIMORE COUNTY, MD.

Maureen Doyle Stewart
Notary Public

My Commission Expires: January 1, 1980

Samuel H. Clark, Jr.
Samuel H. Clark, Jr., Affiant

RECEIVED
CLERK, CIRCUIT COURT
1979 APR 26 AM 9:18
QUEEN ANNE'S COUNTY

April 17, 1979

Sent by: REGULAR MAIL and
CERTIFIED MAIL,
RETURN RECEIPT REQUESTED

Mrs. Sharon T. Clark
120 Ojibwa Lane
Virginia Beach, VA 23462

Re: The Equitable Trust Company
v. William F. Clark and
Sharon T. Clark, his wife
Md. Route No. 18
Chester, Maryland
Account No. 500-027909-0

Dear Mrs. Clark:

Pursuant to Maryland Rule W74 a 2 (c), we are hereby notifying you that the foreclosure sale of the above-captioned property will take place at public auction to be held at the premises on Wednesday, April 25, 1979 at 2:00 p.m. and will be sold then and there to the highest bidder(s).

Enclosed is a copy of an advertisement appearing in the Queen Anne's Record Observer, a newspaper published in and for Queen Anne's County, setting forth the particulars.

It is obviously to your best interest to have your property sold at the highest possible price. To achieve this goal, it is recommended that your property, including the interior, be open for inspection by prospective bidders on the day of the auction and that it be displayed in the best possible condition.

A copy of this letter is being sent to you by regular mail.

Very truly yours,

Samuel H. Clark

SHC:rms
Enclosure

No. 996957

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL
(See Reverse)

SENT TO
Mrs. Sharon T. Clark

STREET AND NO.
120 Ojibwa Lane

P.O., STATE AND ZIP CODE
Virginia Beach, VA 23462

POSTAGE		$
CONSULT POSTMASTER FOR FEES — CERTIFIED FEE		¢
OPTIONAL SERVICES — SPECIAL DELIVERY		¢
RESTRICTED DELIVERY		¢
RETURN RECEIPT SERVICE	SHOW TO WHOM AND DATE DELIVERED	¢
	SHOW TO WHOM, DATE, AND ADDRESS OF DELIVERY	¢
	SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	¢
	SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	¢
TOTAL POSTAGE AND FEES		$

POSTMARK OR DATE

4/17/79

PS Form 3800, Apr. 1976

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).
- [X] Show to whom and date delivered ..... 45 ¢
- [ ] 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:
Mrs. Sharon T. Clark
120 Ojibwa Lane
Virginia Beach, VA 23462

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	996957	

(Always obtain signature of addressee or agent)

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

4. Mrs. Clark

DATE OF DELIVERY — POSTMARK

5. ADDRESS (Complete only if requested)

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

VIRGINIA BEACH, VA — HITCH DUCK — 17 — USPO

☆GPO. 1977—0—249-595

4/11/79
Queen Anne's Record observer

MILES & STOCKBRIDGE, SOLICITORS
10 LIGHT STREET
BALTIMORE, MARYLAND 21202
TRUSTEE'S SALE
FEE SIMPLE DWELLING PROPERTY
RT. 1 BOX 27
MD. ROUTE NO. 18,
CHESTER, QUEEN ANNE'S COUNTY, MARYLAND

Under and by virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, (Case No. 6376) the undersigned Trustee will sell at public auction on the premises on

WEDNESDAY, APRIL 25, 1979
AT 2:00 P.M.

All that lot of ground and improvements thereon situate, lying and being in Queen Anne's County, in the State of Maryland, aforesaid and described as follows:

ALL that lot or parcel of land situate, lying and being on Kent Island, Fourth Election District of Queen Anne's County, State of Maryland, on the left side of the State Road leading from Kent Island Narrows to Stevensville (now designated Maryland Route No. 18), and with a front on said road of 72 feet, and bounded on the West by the land of or formerly of Reba R. Lowery, with a depth of 302 feet, and on the South also by the land of Reba R. Lowery, with a width of 72 feet, and on the East by the land of Edna C. Palmer, with a depth of 302 feet, to the starting point on State Road at corner post of Edna C. Palmer land, containing one-half an acre of land, more or less.

The improvements consist of a 1½ story, single family frame house with a detached garage.

The property will be sold subject to conditions, restrictions and agreements of record affecting same, if any.

TERMS OF SALE: Cash. A deposit of $2,500 in cash or certified check will be required of the purchaser at the time of sale, balance in cash upon final ratification of sale by the Circuit Court for Queen Anne's County, interest to be paid on the unpaid purchase money at the rate of 8 per cent per annum from date of sale to date of settlement. Taxes, water rent and other municipal, county and state liens and charges, general or special and all other public or governmental charges or assessments against the premises which are or may be payable on an annual basis, including Metropolitan District, Sanitary Commissions or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the date thereof, or subsequent hereto, are to be adjusted and apportioned as of the date of sale and are to be assumed and paid thereafter by the purchaser, whether assessments have been levied or not as of date of sale. Cost of all Documentary Stamps and Transfer Taxes shall be borne by the purchaser.

J. RICHARD O'CONNELL, Trustee
ALEX COOPER AUCTIONEERS, INC.
345 N. CHARLES STREET
BALTIMORE, MARYLAND 21201
(301) 752-4868

RO4-4-4t

April 17, 1979

Sent by: REGULAR MAIL and
CERTIFIED MAIL,
RETURN RECEIPT REQUESTED

Mr. William F. Clark
Box 792
Chester, Maryland 21619

Re: The Equitable Trust Company
v. William F. Clark and
Sharon T. Clark, his wife
Md. Route No. 18
Chester, Maryland
Account No. 500-027909-0

Dear Mr. Clark:

Pursuant to Maryland Rule W74 a 2 (c), we are hereby notifying you that the foreclosure sale of the above-captioned property will take place at public auction to be held at the premises on Wednesday, April 25, 1979 at 2:00 p.m. and will be sold then and there to the highest bidder(s).

Enclosed is a copy of an advertisement appearing in the Queen Anne's Record Observer, a newspaper published in and for Queen Anne's County, setting forth the particulars.

It is obviously to your best interest to have your property sold at the highest possible price. To achieve this goal, it is recommended that your property, including the interior, be open for inspection by prospective bidders on the day of the auction and that it be displayed in the best possible condition.

A copy of this letter is being sent to you by regular mail.

Very truly yours,

Samuel H. Clark

SHC:rms
Enclosure

No.

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL
(See Reverse)

SENT TO			Mr. William F. Clark
STREET AND NO.			Box 792
P.O., STATE AND ZIP CODE			Chester, Maryland 21619
POSTAGE			$
CONSULT POSTMASTER FOR FEES	CERTIFIED FEE		¢
OPTIONAL SERVICES	SPECIAL DELIVERY		¢
	RESTRICTED DELIVERY		¢
	RETURN RECEIPT SERVICE	SHOW TO WHOM AND DATE DELIVERED	¢
		SHOW TO WHOM, DATE, AND ADDRESS OF DELIVERY	¢
		SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	¢
		SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	¢
TOTAL POSTAGE AND FEES			$
POSTMARK OR DATE			4/17/79

PS Form 3800, Apr. 1976

4/11/79
Queen Anne's Record observer

MILES & STOCKBRIDGE, SOLICITORS
10 LIGHT STREET
BALTIMORE, MARYLAND 21202
TRUSTEE'S SALE
FEE SIMPLE DWELLING PROPERTY
RT. 1 BOX 27
MD. ROUTE NO. 18,
CHESTER, QUEEN ANNE'S COUNTY, MARYLAND

Under and by virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, (Case No. 6376) the undersigned Trustee will sell at public auction on the premises on

WEDNESDAY, APRIL 25, 1979
AT 2:00 P.M.

All that lot of ground and improvements thereon situate, lying and being in Queen Anne's County, in the State of Maryland, aforesaid and described as follows:

ALL that lot or parcel of land situate, lying and being on Kent Island, Fourth Election District of Queen Anne's County, State of Maryland, on the left side of the State Road leading from Kent Island Narrows to Stevensville (now designated Maryland Route No. 18), and with a front on said road of 72 feet, and bounded on the West by the land of or formerly of Reba R. Lowery, with a depth of 302 feet, and on the South also by the land of Reba R. Lowery, with a width of 72 feet, and on the East by the land of Edna C Palmer, with a depth of 302 feet, to the starting point on State Road at corner post of Edna C. Palmer land, containing one-half an acre of land, more or less.

The improvements consist of a 1½ story, single family frame house with a detached garage.

The property will be sold subject to conditions, restrictions and agreements of record affecting same, if any.

TERMS OF SALE: Cash. A deposit of $2,500 in cash or certified check will be required of the purchaser at the time of sale, balance in cash upon final ratification of sale by the Circuit Court for Queen Anne's County, interest to be paid on the unpaid purchase money at the rate of 8 per cent per annum from date of sale to date of settlement. Taxes, water rent and other municipal, county and state liens and charges, general or special and all other public or governmental charges or assessments against the premises which are or may be payable on an annual basis, including Metropolitan District, Sanitary Commissions or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the date thereof, or subsequent hereto, are to be adjusted and apportioned as of the date of sale and are to be assumed and paid thereafter by the purchaser, whether assessments have been levied or not as of date of sale. Cost of all Documentary Stamps and Transfer Taxes shall be borne by the purchaser.

J. RICHARD O'CONNELL, Trustee
ALEX COOPER AUCTIONEERS, INC.
345 N. CHARLES STREET
BALTIMORE, MARYLAND 21201
(301)752-4868

RO4-4-4t

REPORT OF SALE

THE EQUITABLE TRUST COMPANY Calvert and Fayette Streets Baltimore, Maryland 21202 a Maryland banking corporation	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
v.	*	QUEEN ANNE'S COUNTY
WILLIAM F. CLARK and SHARON T. CLARK, his wife 120 Ojibwa Lane Virginia Beach, VA 23462	*	Equity No. 6376
Defendants	*	

* * * * * * * * * * * * * *

TO THE HONORABLE JUDGE OF THE
CIRCUIT COURT OF QUEEN ANNE'S COUNTY:

The Report of Sale of J. Richard O'Connell, Trustee appointed by the decree in the above entitled cause, to make sale of Rt. 1, Box 27, Chester, 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 the Queen Anne's Record Observer, a daily newspaper published in Queen Anne's County for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Wednesday, the 25th day of April, 1979 at 2:00 P.M. attend on the premises and then and there sold the above-mentioned fee simple property described in the attached advertisement, which is prayed to be taken as part of this Report, unto Kevin Quinn, for the price of $28,500.00, he being then and there the highest bidder.

J. Richard O'Connell
J. Richard O'Connell, Trustee

State of Maryland, County of Baltimore, Sct:

I HEREBY CERTIFY, That on this 1st day of May, 1979, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared J. Richard O'Connell, 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.

Maureen Doyle-Stewart
Notary Public

MAUREEN DOYLE STEWART NOTARY PUBLIC BALTIMORE COUNTY, MD.

My Commission Expires: July 1, 1982

RECEIVED
CLERK OF CIRCUIT COURT
1979 MAY -2 AM 9:52
QUEEN ANNE'S COUNTY

LIBER 11 PAGE 400

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 25th Day of April, 1979, 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 Rt 1, Box 27 MD. Route No. 18 mentioned in the said Report of Sale.

.....
Purchaser

.....
Purchaser

(SEAL) .....
Notary Public

JOSEPH A. COOPER NOTARY PUBLIC BALTIMORE CO., MD.

RECEIVED
CLERK, CIRCUIT COURT
1979 MAY -2 AM 10: 03
QUEEN ANNE'S COUNTY

MEMBER OF AUCTIONEERS ASSOCIATION OF MARYLAND, INC.

COPY OF ADVERTISEMENT

MILES & STOCKBRIDGE, SOLICITORS
10 LIGHT STREET
BALTIMORE, MARYLAND 21202
TRUSTEE'S SALE
FEE SIMPLE DWELLING PROPERTY
Rt. 1 BOX 27
MD. ROUTE NO. 18,
CHESTER, QUEEN ANNE'S COUNTY, MARYLAND

Under and by virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, (Case No. 6376) the undersigned Trustee will sell at public auction on the premises on

WEDNESDAY, APRIL 25, 1979
AT 2:00 P.M.

All that lot of ground and improvements thereon situate, lying and being in Queen Anne's County, in the State of Maryland, aforesaid and described as follows:

ALL that lot or parcel of land situate, lying and being on Kent Island, Fourth Election District of Queen Anne's County, State of Maryland, on the left side of the State Road leading from Kent Island Narrows to Stevensville (now designated Maryland Route No. 18), and with a front on said road of 72 feet, and bounded on the West by the land of or formerly of Reba R. Lowery, with a depth of 302 feet, and on the South also by the land of Reba R. Lowery, with a width of 72 feet, and on the East by the land of Edna C. Palmer, with a depth of 302 feet, to the starting point on State Road at corner post of Edna C. Palmer land, containing one-half an acre of land, more or less.

The improvements consist of a 1½ story, single family frame house with a detached garage.

The property will be sold subject to conditions, restrictions and agreements of record affecting same, if any.

TERMS OF SALE: Cash. A deposit of $2,500 in cash or certified check will be required of the purchaser at the time of sale, balance in cash upon final ratification of sale by the Circuit Court for Queen Anne's County, interest to be paid on the unpaid purchase money at the rate of 8 per cent per annum from date of sale to date of settlement. Taxes, water rent and other municipal, county and state liens and charges, general or special and all other public or governmental charges or assessments against the premises which are or may be payable on an annual basis, including Metropolitan District, Sanitary Commissions or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the date thereof, or subsequent hereto, are to be adjusted and apportioned as of the date of sale and are to be assumed and paid thereafter by the purchaser, whether assessments have been levied or not as of date of sale. Cost of all Documentary Stamps and Transfer Taxes shall be borne by the purchaser.

J. RICHARD O'CONNELL, Trustee
ALEX COOPER AUCTIONEERS, INC.
345 N. CHARLES STREET
BALTIMORE, MARYLAND 21201
(301) 752-4868

RO4-4-4t

. Statements
matory only.

s inc.

LIBER 11 PAGE 402

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: Joseph A. Cooper

SUBSCRIBED and sworn to before me, a Notary Public in and for Baltimore City by Joseph A. Cooper this 25th Day of April, 19 79

Jacqueline B. Agee
Notary Public

JACQUELINE B. AGEE NOTARY PUBLIC BALTIMORE COUNTY, MD.

RECEIVED CLERK, CIRCUIT COURT 1979 MAY -2 AM 10:03 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

REPORT OF SALE

PROPERTY: Rt. 1, Box 27, Chester, Queen Anne's Co., Md.

SOLD TO: Kevin Quinn

ADDRESS: P.O. Box 387, Stevensville, Maryland

AMOUNT OF SALE: $28,500.00

DEPOSIT: $ 2,500.00

Very truly yours,

ALEX COOPER AUCTIONEERS, INC.

By: Joseph A. Cooper

ORDER NISI ON SALE

THE EQUITABLE TRUST COMPANY vs. WILLIAM F. CLARK and SHARON T. CLARK, his wife	In the Circuit Court for Queen Anne's County In Equity Cause No. 6376

ORDERED, this 2nd day of May, 19 79, that the sale of the real property, made and reported in this cause by J. Richard O'Connell, Trustee, be ratified and confirmed, on or after the 4th day of June, 19 79, 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 May, 19 79.

The report states the amount of sales to be $ 28,500.00.

Marguerite H. Mankin Clerk

Filed May 2, 1979

JUDICIAL SALES • REAL ESTATE SALES • MERCHANDISE SALES • APPRAISALS

Oriental Rugs

Alex Cooper Auctioneers, Inc. AUCTIONEERS—REALTORS—APPRAISERS

OFFICE: 752-4868
RES.: 484-4987

345 N. CHARLES STREET
BALTIMORE, MARYLAND 21201

April 25, 1979

Name J. Richard O'Connell, Trustee
MILES AND STOCKBRIDGE
Address 10 Light Street
Baltimore, Maryland 21202
City & State

	REFERENCE: Trustee's Sale				
	Rt. 1, Box 27, Chester, Md.				
	TOTAL DEPOSIT COLLECTED			$2,500	00
	AUCTIONEER'S COMMISSION	$ 560	00		
	ADVERTISING - Sunpapers	173	02		
	TOTAL CHARGES	$ 733	02	$ 733	02
	NET CHECK ENCLOSED			$1,766	98

LIBER 11 PAGE 406

Bond No. M 12 92 58 (ADDITIONAL)

INSURANCE COMPANY OF NORTH AMERICA

1600 ARCH STREET
PHILADELPHIA
PENNSYLVANIA

Equity #6376

Know All Men by These Presents:

That we, J. Richard O'Connell, 10 Light Street, Baltimore, Md. 21202, as Principal and INSURANCE COMPANY OF NORTH AMERICA, A BODY CORPORATE, duly incorporated under the laws of the Commonwealth of Pennsylvania, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Six Thousand and No/100 - - - - - - - - - - - Dollars ($ 6,000.00), 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 and administrators, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 23rd day of April, in the year of our Lord, one-thousand, nine-hundred and seventy-nine.

WHEREAS, the above bounden J. Richard O'Connell

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) ~~XXXXXXXXX~~ certain property

mentioned in the proceedings in the case of The Equitable Trust Company, Plaintiff -vs- William F. Clark and Sharon T. Clark, Defendants

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden

J. Richard O'Connell do and shall well and faithfully perform the trust, reposed in him by said decree, or that may be reposed in him by any further decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

Rozarre M. Sauer

J. Richard O'Connell
J. Richard O'Connell

Witness:
L. Pill
L. Pill

INSURANCE COMPANY OF NORTH AMERICA
By: Mildred E. Scharf
Mildred E. Scharf, Attorney-in-fact

APPROVED AND BOND FILED ON May 17, 1979

Certified copy of Power of Attorney attached.

Liber 2 page 285

June 7 19 79

THIS IS TO CERTIFY, That the annexed

Order Nisi, Case #6376. 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 24 day of May 19 79

BAY PUBLISHING CORPORATION
Publishers

By Phyllis Welch

RECEIVED
CLERK, CIRCUIT COURT
1979 JUN 14 AM 8 59
QUEEN ANNE'S COUNTY

ORDER NISI
ON SALE
THE EQUITABLE
TRUST COMPANY
vs.
WILLIAM F. CLARK
and
SHARON T. CLARK,
his wife
In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 6376

ORDERED, this 2nd day of May, 1979, that the sale of the real property, made and reported in this cause by J. Richard O'Connell, Trustee, be ratified and confirmed, on or after the 4th day of June, 1979, 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 May, 1979.

The report states the amount of sales to be $28,500.00.

Marguerite W. Mankin
Clerk

Filed May 2, 1979
True Copy, Test:
Marguerite W. Mankin,
Clerk
By: Betty M. Comegys,
Deputy Clerk

r.o/-5-9-3t

FINAL ORDER OF RATIFICATION

THE EQUITABLE TRUST COMPANY Calvert and Fayette Streets Baltimore, Maryland 21202 a Maryland banking corporation	*	IN THE
	*	CIRCUIT COURT
	*	FOR
Plaintiff	*	QUEEN ANNE'S COUNTY
v.	*	
WILLIAM F. CLARK and SHARON T. CLARK, his wife 120 Ojibwa Lane Virginia Beach, VA 23462	*	Equity No. 6376
Defendants	*	

* * * * * * * * * * * * * *

ORDERED, this 15th day of June, A.D., 1979, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, and by the authority thereof, that the sale made by J. Richard O'Connell, Trustee, to Kevin Quinn, and reported in the above entitled cause be, and the same is hereby, finally ratified and confirmed; no cause to the contrary thereof having been shown, although notice appears to have been given as required by the attached order.

Clayton C. Carter

Judge of the Circuit Court

THE EQUITABLE TRUST COMPANY Calvert and Fayette Streets Baltimore, Maryland 21202 a Maryland banking corporation	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
	*	QUEEN ANNE'S COUNTY
v.	*	
WILLIAM F. CLARK and SHARON T. CLARK, his wife 120 Ojibwa Lane Virginia Beach, Virginia 23462	*	Equity No. 6376
Defendants	*	

* * * * * * * * * * * * * *

PETITION TO APPROVE AUCTIONEER'S FEES IN EXCESS OF $71.25

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of J. Richard O'Connell, Trustee, in the above entitled case by Samuel H. Clark, Jr., 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 $71.25 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 Sun Papers, has 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. and has traveled to Queen Anne's County from Baltimore City to conduct the sale.

2. That he is asking for $488.75 in excess, or a total of $560.00 as his commissions, which he deems a fair and reasonable increase for services rendered for the sale of the property involved.

3. That your Petitioner prays the Court to pass an Order allowing the auctioneer's commissions in the amount of $560.00.

AND AS IN DUTY BOUND.

J. Richard O'Connell

J. Richard O'Connell, Trustee

Samuel H. Clark

Samuel H. Clark, Jr., attorney
for Trustee
10 Light Street
Baltimore, Maryland 21202
727-6464

STATE OF MARYLAND, ~~CITY OR~~ COUNTY, TO WIT:

I HEREBY CERTIFY that on this 29th day of August, 1979, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared J. RICHARD O'CONNELL, 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.

MAUREEN DOYLE-STEWART NOTARY PUBLIC BALTIMORE COUNTY, MD.

Maureen Doyle-Stewart

Notary Public

My Commission Expires:

July 1, 1982

THE EQUITABLE TRUST COMPANY Calvert and Fayette Streets Baltimore, Maryland 21202 a Maryland banking corporation	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
	*	QUEEN ANNE'S COUNTY
v.	*	
WILLIAM F. CLARK and SHARON T. CLARK, his wife 120 Ojibwa Lane Virginia Beach, Virginia 23462	*	Equity No. 6376
Defendants	*	

* * * * * * * * * * * * * *

ORDER OF COURT

Upon the foregoing Petition of J. Richard O'Connell, Trustee in the above mentioned matter, it is this 7th day of September, 1979, hereby ORDERED by the Circuit Court of Queen Anne's County that the auctioneer's commissions shall be increased to $285.00.

Judge

THE EQUITABLE TRUST COMPANY

VS.

WILLIAM F. CLARK, ET AL.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. ~~6476~~ 6376

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 J. Richard O'Connell, Trustee.

2. That in the within account it appears that the proceeds of sale are sufficient to pay both the principal and interest of said indebtedness.

3. That in the within account of J. Richard O'Connell, Trustee, he is charged with the proceeds of sale made by him and the interest collected; and thereafter is allowed the counsel fee of Samuel H. Clark, Jr., per mortgage; his commissions for making sale; the several court costs paid and due; the amounts of bond premiums; the advertising costs and the costs of publishing the Order Nisi on sale; the fee of the auctioneers, per order of court; the State and County taxes for 1978-79, the fee of your Auditor; the principal and interest due on the mortgage indebtedness; and the balance was directed to be paid to the mortgagors. In this account the fee for the title bring to date of $75.00 and the balance of the auctioneer's fees were not allowed.

Respectfully submitted,

J. Thomas Clark

J. Thomas Clark, Auditor

September 18, 1979

FILED

SEP 18 1979

CIRCUIT COURT
QUEEN ANNE'S CO.

CAUSE NO. 6476

The sale of land reported in this cause by J. Richard O'Connell, Trustee to sell and convey the land in this suit.

Dr.

1979 Apr. 25	By proceeds of sale of land, per report of said Trustee------	$28,500.00
	By interest collected, per settlement sheet----------	583.56
	By gross proceeds of sale----------	$29,083.56

Cr.

To Samuel H. Clark, Jr., for counsel fee per mortgage		$ 225.00
To J. Richard O'Connell, for his commissions on sale		1,575.00
To do., for an amount paid Marguerite W. Mankin, Clerk for advanced filing fee		50.00
To do., for an amount due Marguerite W. Mankin, Clerk for:		
1. Appearance fee----------	$ 10.00	
2. Clerk's additional---------	101.00	111.00
To do., for an amount due Tongue, Brooks & Co., for the premiums on the bonds		114.00
To do., for amounts paid The Queen Anne's Record-Observer, for:		
1. Advertising sale----------	$ 136.00	
2. Order Nisi on Sale---------	54.00	190.00
To do., for an amount due The Sun Papers for advertising sale		173.02
To do., for an amount due Alex Cooper Auctioneers, Inc., for crying said sale, per Order of Court		285.00
To do., for an amount paid Oscar A. Schulz, Treasurer for Queen Anne's County, for State and County taxes on property for 1978-79		183.79

September 18, 1979

J. Thomas Clark

J. Thomas Clark, Auditor

To do., for an amount due J. Thomas Clark, for			
1. Stating this Account----------	$ 45.00		
2. Notifying parties----------	10.00	55.00	
To do., for an amount due The Equitable Trust Company for total payment on principal, per Statement of Mortgage Debt, in the sum of $23,151.73, plus interest for two months, in the sum of $330.00, making a total of		23,481.73	
To William F. Clark and Sharon T. Clark, the balance or the sum of		2,640.02	
		$29,083.56	$29,083.56

September 18, 1979

J. Thomas Clark

J. Thomas Clark, Auditor

THE EQUITABLE TRUST COMPANY

vs.

WILLIAM F. CLARK, et al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 6476

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on September 18, 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 to this cause, to wit:

The Equitable Trust Company
Calvert and Fayette Streets
Baltimore, Maryland 21202

Samuel H. Clark, Jr., Esquire
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202

J. Richard O'Connell, Esquire
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202

William F. Clark
c/o Harry Worster
Route 3, Box 382
Stevensville, Maryland 21666

Sharon T. Clark
120 Ouibwa Lane
Virginia Beach, VA 23462

Pursuant to Rule 595, Sec. G, Maryland Rules of Procedure, notify each of them, that said account was filed on September 18, 1979, with the Clerk of the Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before October 3, 1979, and if no exceptions are filed within such fifteen-day period, the account may thereupon be ratified on October 4, 1979.

J. Thomas Clark

J. Thomas Clark, Auditor

FILED

SEP 18 1979

CIRCUIT COURT
QUEEN ANNE'S CO.

THE EQUITABLE TRUST COMPANY	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6376
WILLIAM F. CLARK, et al.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 18th day of September, 19 79, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 4th day of October, 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. Rankin Clerk

Filed September 18, 1979

THE EQUITABLE TRUST COMPANY

vs.

WILLIAM F. CLARK, et al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 6376

TO THE HONORABLE, THE JUDGE OF SAID COURT:

This Amended Report of J. Thomas Clark, Auditor, unto your Honor, respectfully represents:

1. That this Amended Account is stated at the request of J. Richard O'Connell, Trustee, due to an ommission in the credit for County taxes.

2. That in the within account it appears that the proceeds of sale are sufficient to pay both the principal and interest of said indebtedness.

3. That in the within account J. Richard O'Connell, Trustee, is charged with the proceeds of sale made by him, the interest and taxes collected; and thereafter is allowed the counsel fee of Samuel H. Clark, Jr., per mortgage, his commissions for making sale, the several court costs paid and due, the amounts of bond premiums, the advertising costs and the costs of publishing the Order Nisi On Sale, the fee of the auctioneers, per Order of Court, the State and County taxes, the fee of your Auditor, the principal and interest due on the mortgage indebtedness, and the balance was directed to be paid to the mortgagors. In this account the fee for the title bring to date of $75.00 was not allowed, in view of the fact that a counsel fee of $225.00 was allowed, and the balance of the auctioneer's fees were not allowed.

Respectfully submitted,

J. Thomas Clark

J. Thomas Clark, Auditor

October 3, 1979

FILED

OCT 3 1979

CIRCUIT COURT
QUEEN ANNE'S CO.

CAUSE NO. 6376

The sale of land reported in this cause by J. Richard O'Connell, Trustee to sell and convey the land in this suit.

Dr.

1979 Apr. 25	By proceeds of sale of land, per report of said Trustee--------	$28,500.00
	By interest collected, per settlement sheet----------	583.56
	By prorata share of County taxes collected, per settlement sheet----------	31.39
		$29,114.95

Cr.

To Samuel H. Clark, Jr., for counsel fee, per mortgage		$ 225.00
To J. Richard O'Connell, for his commissions on sale		1,575.00
To do., for an amount paid Marguerite W. Mankin, Clerk, for advanced filing fee		50.00
To do., for an amount due Marguerite W. Mankin, Clerk, for:		
1. Appearance fee----------	$ 10.00	
2. Clerk's additional--------	101.00	111.00
To do., for an amount due Tongue, Brooks & Co., for the premiums on the bonds		114.00
To do., for amounts paid The Queen Anne's Record-Observer, for:		
1. Advertising sale----------	$ 136.00	
2. Order Nisi on Sale--------	54.00	190.00
To do., for an amount due The Sun Papers for advertising sale		173.02
To do., for an amount due Alex Cooper Auctioneers, Inc., for crying sale sale, per Order of Court		285.00
To do., for an amount paid Oscar A. Schulz, Treasurer for Queen Anne's County, for State and County taxes on property for 1978-79		183.79

October 3, 1979

J. Thomas Clark

J. Thomas Clark, Auditor

To Do., for an amount due J. Thomas Clark, for			
1. Stating this account--------	$ 45.00		
2. Notifying parties----------	10.00	55.00	
To do., for an amount due The Equitable Trust Company for total payment on principal, per Statement of Mortgage Debt, in the sum of $23,151.73, plus interest for two months, in the sum of $330.00, making a total of		23,481.73	
To William F. Clark and Sharon T. Clark, the balance or the sum of		2,671.41	
		$29,114.95	$29,114.95

October 3, 1979

J. Thomas Clark

J. Thomas Clark, Auditor

THE EQUITABLE TRUST COMPANY

vs.

WILLIAM F. CLARK, et al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 6376

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on October 3, 1979, 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:

The EQuitable Trust Company
Calvert and Fayette Streets
Baltimore, MD 21202

Samuel H. Clark, Jr., Esquire
Miles & Stockbridge
10 Light Street
Baltimore, Maryland, 21202

J. Richard O'Connell, Esquire
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202

William F. Clark
c/o Harry Worster
Route 3, Box 382
Stevensville, Maryland 21666

Sharon T. Clark
120 Ouibwa Lane
Virginia Beach, VA 23462

Pursuant to Rule 595, Sec. G, Maryland Rules of Procedure, notify each of them, that said account was filed on October 3, 1979, with the Clerk of the Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before October 18, 1979, and if no exceptions are filed within such fifteen-day perios, the account may thereupon be ratified on October 19, 1979.

J. Thomas Clark, Auditor

October 3, 1979

THE EQUITABLE TRUST COMPANY	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
	*	No. 6376
WILLIAM F. CLARK, et al.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 3rd day of October, 19 79, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 19th day of October, 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 October 3, 1979

THE EQUITABLE TRUST COMPANY	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6376
	*	
WILLIAM F. CLARK, ET AL.	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 19th day of October, 1979, by the Court that the account of the Auditor is finally ratified and confirmed, and J. Richard O'Connell, ~~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. Martin Clerk

Filed October 19, 1979

HOWARD WOOD, Personal Representative of the Estate of Amos Hynson, Sr., deceased, 119 Lawyers Row Centreville, Maryland 21617 and Earl Hynson 418 Beach 43rd Street Edgemere, New York 11691,	*	IN THE
PLAINTIFFS	*	CIRCUIT COURT FOR
VS.	*	
Elsie Hynson Wilkes 1955 Second Avenue, Apt. 11 New York, New York;	*	QUEEN ANNE'S COUNTY
Catherine M. Higdon, Personal Representative of the Estate of Agnes Hynson Harper, deceased, P. O. Box 24 Wye Mills, Maryland 21679; and	*	FEB 23-79 * 25344 *****50.00 FEB 23-79 A 325344 *****50.00
The Unknown Heirs of Henry Hynson, late of Queen Anne's County, Maryland, of William Henry Hynson, of Rachel Hynson and of Pearl Wilson, all late of Delaware County, Pennsylvania, and of Lillian Hynson Sterling, late of Philadelphia, Pennsylvania, all deceased,	*	IN EQUITY
DEFENDANTS	*	CAUSE NO. 6367

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, complaining, say:

1. That Henry Hynson died intestate on or about September 1, 1944, a resident of Queen Anne's County, Maryland, seized and possessed in fee simple of the following described unimproved real estate: All that lot or parcel of land, situate, lying and being in the Second Election District of Queen Anne's County, Maryland, on the left or northerly side of the public road leading easterly from Starkey's Corner to Flat Iron Square, adjoining the lands of or formerly of John F. Godwin, Mary Hynson and Richard Sparks, containing 6 acres of land, more or less, being the same land which was granted to Henry Hynson by John F. Godwin and wife by deed dated August 10, 1906 and recorded among the land records of Queen Anne's County in Liber S.S. No. 1, folio 478, of which a photocopy is filed herewith marked "Plaintiffs' Exhibit A".

2. That the above named Henry Hynson left surviving him as his only heirs seven children and one granddaughter, as follows:

William Henry Hynson, son, who died intestate on or about December 19, 1944, a resident of Delaware County, Pennsylvania, leaving as his heirs his wife, Rachel, who died intestate a resident of Delaware County, Pennsylvania, in or about the year 1949, and a number of children who are believed to have died. The names and whereabouts, if living, of any heirs, personal representatives, devisees and legatees of any of said children are unknown to your orators;

Lillian Hynson Sterling, daughter, who died intestate, a resident of the City and County of Philadelphia, Pennsylvania, in or about the year 1952, leaving no spouse, descendant or descendants surviving her;

Miltford Hynson, son, who died intestate, a resident of Anne Arundel County, Maryland, in or about the year 1947, leaving no spouse, descendant or descendants surviving him;

Earl Hynson, son, one of your orators;

Deleted as per Order of Court

Agnes Hynson Harper, daughter, who died intestate, a resident of the City and County of Philadelphia, Pennsylvania, in or about the year 1975, ~~leaving no spouse, descendant or descendants surviving her~~. Catherine M. Higdon has qualified as Personal Representative of her Estate in Queen Anne's County, as appears by a certificate of the Register of Wills which is filed herewith, marked "Plaintiffs' Exhibit B", and is named in that capacity as one of the Defendants;

Elsie Hynson Wilkes, daughter, one of the Defendants;

Amos Hynson, Sr., son, who died testate, a resident of Queen Anne's County, on March 28, 1978. Howard Wood has qualified as Personal Representative of his Estate in Queen Anne's County, as appears by a certificate of the Register of Wills which is filed herewith, marked "Plaintiffs' Exhibit C", and appears in that capacity as one of your orators; and

Amended as per Order of Court

Pearl Wilson, granddaughter, being the daughter of Virgie Hynson Simpson, a daughter of Henry Hynson who predeceased him. ~~Pearl Wilson died intestate, a resident of Delaware County, Pennsylvania, in or about the year 1958, leaving no spouse or descendant surviving her~~. Said Pearl Wilson is now Pearl V. Briscoe and resides at 1500 W. 8th Street, Wilmington, Delaware 19806.

3. That there has been no administration, so far as is known to your orators, upon any of the estates of Henry Hynson, William Henry Hynson, Rachel Hynson, Pearl Wilson and Lillian Hynson Sterling, deceased.

4. That the above described land cannot be divided without loss or injury to the parties entitled thereto.

TO THE END, THEREFORE;

(A) That a Trustee be appointed to make sale of the real estate hereinabove described;

(B) That the proceeds of such sale be divided among the parties entitled thereto in accordance with their respective interests in said land;

(C) That an Order of Publication be issued against the Unknown Heirs of Henry Hynson, of William Henry Hynson, of Rachel Hynson, of Pearl Wilson and of Lillian Hynson Sterling, all deceased, and an order passed for a copy thereof to be posted on said property;

(D) That a notice to the creditors of the estates of Henry Hynson, William Henry Hynson, Rachel Hynson, Pearl Wilson and Lillian Hynson Sterling be duly published advising them to file their respective claims, on or before a specified date, with the Clerk of this Court, to be filed in these proceedings.

(E) And for such other and further relief as your Orators' case may require.

Howard Wood

(Howard Wood)
Attorney for Plaintiffs
119 Lawyers Row
Centreville, Maryland 21617
Telephone: (301) 758-1460

HOWARD WOOD, Personal Representative, etc., et al.,	*	In the Circuit Court for
PLAINTIFFS	*	Queen Anne's County
VS.	*	
ELSIE HYNSON WILKES, et al.,	*	in Equity
DEFENDANTS	*	Cause No. 6367

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Catherine M. Higdon, Personal Representative of the Estate of Agnes Hynson Harper, deceased, to the Bill of Complaint filed in this cause respectfully shows:

This Defendant admits the matters and facts set forth in each and every paragraph of the Bill of Complaint and consents to the appointment of a trustee for sale of real estate and other relief sought by said bill.

And as in duty bound, etc.

Catherine M. Higdon
(Catherine M. Higdon)
Personal Representative of the
Estate of Agnes Hynson Harper, dec'd.

I HEREBY CERTIFY that on this 23rd day of February, 1979, I delivered a copy of the aforegoing Answer to the office of Howard Wood, as attorney for Plaintiffs, 119 Lawyers Row, Centreville, Maryland 21617.

FILED
FEB 23 1979
CIRCUIT COURT
QUEEN ANNE'S CO.

Catherine M. Higdon
(Catherine M. Higdon)

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: March Return Day

File No. 6367

Docket C.W.C. #6

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, GREETING:

You are hereby commanded to summon

ELSIE HYNSON WILKES
1955 Second Avenue, Apt. 11
New York, New York

XX XXXXXX, to the Circuit Court for Queen Anne's County,

on the FIRST MONDAY of March, next to answer an action at the

suit of HOWARD WOOD, Personal Representative of the Estate of Amos Hynson, Sr., deceased, 119 Lawyers Row, Centreville, Maryland 21617; and Earl Hynson, 418 Beach 43rd Street, Edgemere, New York 11691

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 23rd day of February, 19 79.

TO THE PERSON(S) SUMMONED:

Personal attendance in court on the day named in the summons is not required; you have Sixty XXXXX days from date of service XXXXXXXXXXX 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: Howard Wood
119 Lawyers Row
Address: Centreville, Maryland 21617
Telephone: (301) 758-1460

Name: ________

Address: ________

Marguerite H. Mankin
Clerk

Copy of summons and proceedings 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

[1 428]

HOWARD WOOD, Personal Representative, etc., et al.,	*	In the Circuit Court for
PLAINTIFFS	*	Queen Anne's County
VS.	*	in Equity
ELSIE HYNSON WILKES, et al.,	*	
DEFENDANTS	*	Cause No. 6367

ORDER OF COURT

ORDERED, this 27th day of February, 1979, by the Circuit Court for Queen Anne's County in Equity that an Order of Publication be issued against those of the Defendants whose whereabouts are unknown pursuant to Md Rule 111, 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.

K. Thomas Evergam
JUDGE

In the Circuit Court for

Queen Anne's County

in Equity

Cause No. 6367

HOWARD WOOD, Personal Representative of the Estate of Amos Hynson, Sr., deceased, 119 Lawyers Row, Centreville, Maryland 21617 and
Earl Hynson, 418 Beach 43rd Street, Edgemere, New York 11691,

PLAINTIFFS

VS.

ELSIE HYNSON WILKES, 1955 Second Avenue, Apt. 11, New York, New York,
CATHERINE M. HIGDON, Personal Representative of the Estate of Agnes Hynson Harper, deceased, P.O. Box 24, Wye Mills, Maryland 21679, and
The Unknown Heirs of Henry Hynson, late of Queen Anne's County, Maryland, of William Henry Hynson, of Rachel Hynson and of Pearl Wilson, all late of Delaware County, Pennsylvania, and of Lillian Hynson Sterling, late of Philadelphia, Pennsylvania, all deceased,

DEFENDANTS

ORDER OF PUBLICATION

This is to give notice that on the 27th day of February, 1979, a Bill of Complaint was filed in the Circuit Court for Queen Anne's County by the above named Plaintiffs against the above named Defendants. The Bill of Complaint alleges in substance that Henry Hynson died intestate on or about September 1, 1944, a resident of Queen Anne's County, Maryland, seized and possessed in fee simple of the following described unimproved real estate: All that lot or parcel of land, situate, lying and being in the Second Election District of Queen Anne's County, Maryland, on the left or northerly side of the public road leading easterly from Starkey's Corner to Flat Iron Square, adjoining the lands of or formerly of John F. Godwin, Mary Hynson and Richard Sparks, containing 6 acres of land, more or less, being the same land which was granted to Henry Hynson by John F. Godwin and wife by deed dated August 10, 1906 and recorded among the land records of Queen Anne's County in Liber S.S. No. 1, folio 478; that the above named Henry Hynson left surviving him as his only heirs seven children and one granddaughter, as follows: William Henry Hynson, son, who died intestate on or about December 19, 1944, a resident of Delaware County, Pennsylvania, leaving as his heirs his wife, Rachel, who died intestate a resident of Delaware County, Pennsylvania, in or about the year 1949, and a number of children who are believed to have died.

The names and whereabouts, if living, of any heirs, personal representatives, devisees and legatees of any of said children are unknown to said Plaintiffs; Lillian Hynson Sterling, daughter, who died intestate, a resident of the City and County of Philadelphia, Pennsylvania, in or about the year 1952, leaving no spouse, descendant or descendants surviving her; Miltford Hynson, son, who died intestate, a resident of Anne Arundel County, Maryland, in or about the year 1947, leaving no spouse, descendant or descendants surviving him; Earl Hynson, son, one of said Plaintiffs; Agnes Hynson Harper, daughter, who died intestate, a resident of the City and County of Philadelphia, Pennsylvania, in or about the year 1975, leaving no spouse, descendant or descendants surviving her. Catherine M. Higdon has qualified as Personal Representative of her Estate in Queen Anne's County; Elsie Hynson Wilkes, daughter, one of the Defendants; Amos Hynson, Sr., son who died testate, a resident of Queen Anne's County, on March 28, 1978. Howard Wood has qualified as Personal Representative of his Estate in Queen Anne's County, one of said Plaintiffs; Pearl Wilson, granddaughter, being the daughter of Virgie Hynson Simpson, a daughter of Henry Hynson who predeceased him. Pearl Wilson died intestate, a resident of Delaware County, Pennsylvania, in or about the year 1958, leaving no spouse or descendant surviving her; that there has been no administration, so far as is known to the Plaintiffs, upon any of the estates of Henry Hynson, William Henry Hynson, Rachel Hynson, Pearl Wilson and Lillian Hynson Sterling, deceased; that the above described land cannot be divided without loss or injury to the parties entitled thereto.

The relief prayed in the Bill of Complaint is substantially as follows: that a trustee be appointed to make sale of the real estate hereinabove described; that the proceeds of such sale be divided among the parties entitled thereto in accordance with their respective interests in said land; that an Order of Publication be issued against the Unknown Heirs of Henry Hynson, of William Henry Hynson, of Rachel Hynson, of Pearl Wilson and of Lillian Hynson Sterling, all deceased, and an order passed for a copy thereof to be posted on said property; that a notice to the creditors of the estates of Henry Hynson, William Henry Hynson, Rachel Hynson, Pearl Wilson and Lillian Hynson Sterling be duly published advising them to file their respective claims, on or before a specified date, with the Clerk of this Court, to be filed in these proceedings; and for such other and further relief as the Plaintiffs' case may require.

WHEREUPON it is ORDERED by the Circuit Court for Queen Anne's County, this 27th day of February, 1979, that the Plaintiffs 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 28th day of March 1979, giving notice to the unknown heirs of Henry Hynson, William Henry Hynson, Rachel Hynson, Pearl Wilson and Lillian Hynson Sterling, all 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 30th day of April, 1979, that a decree should not be passed as prayed.

Marguerite W. Mankin
(Marguerite W. Mankin) Clerk

HOWARD WOOD, Personal Representative, etc., et al.,	*	In the Circuit Court for
PLAINTIFFS	*	Queen Anne's County
VS.	*	in Equity
ELSIE HYNSON WILKES, et al.,	*	
DEFENDANTS	*	Cause No. 6367

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 5th day of March, 1979, 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, lying on the left or northerly side of the public road leading easterly from Starkey's Corner to Flat Iron Square and known as the Henry Hynson Heirs Property.

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.

Walter Clough

Sheriff of Queen Anne's County

LIBER 11 PAGE 432

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: March Return Day

File No. 6367

Docket C.W.C. 66

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

[redacted], GREETING:

You are hereby commanded to summon

ELSIE HYNSON WILKES
1955 Second Avenue, Apt. 11
New York, New York

xx _____ [redacted], to the Circuit Court for Queen Anne's County,

on the FIRST MONDAY of March, next to answer an action at the

suit of HOWARD WOOD, Personal Representative of the Estate of Amos Hynson, Sr., deceased, 119 Lawyers Row, Centreville, Maryland 21617; and Earl Hynson, 418 Beach 43rd Street, Edgemere, New York 11691

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 23rd day of February, 19 79.

TO THE PERSON(S) SUMMONED:

Personal attendance in court on the day named in the summons is not required; you have Sixty [redacted] days from date of service [redacted] 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: Howard Wood
Address: 119 Lawyers Row
Centreville, Maryland 21617
Telephone: (301) 758-1460

Name: _____
Address: _____

MARGUERITE W. MANKIN
Clerk

FILED
MAR 7 1979
CIRCUIT COURT
QUEEN ANNE'S CO.

TRUE COPY, TEST:
MARGUERITE W. MANKIN, CLERK
BY: Betty M. Conaway DEPUTY CLERK

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: April Return Day

File No. 6367

Docket C.W.C. #6

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~, GREETING:

You are hereby commanded to summon

ELSIE HYNSON WILKES
1955 Second Avenue, Apt. 11D
New York, New York 10029

~~XX~~ ~~XXXXXXX~~ to the Circuit Court for Queen Anne's County,

on the FIRST MONDAY of April, next to answer an action at the

suit of HOWARD WOOD, Personal Representative of the Estate of Amos Hynson, Sr., deceased, 119 Lawyers Row, Centreville, Maryland, 21617; and EARL HYNSON, 418 Beach 43rd Street, Edgemere, New York 11691

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 7th day of March, 19 79.

TO THE PERSON(S) SUMMONED:

Personal attendance in court on the day named in the summons is not required; you have SIXTY ~~XXXXXX~~ days from date of service ~~XXXXXXXXXXXX~~ 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: Howard Wood

Address: 119 Lawyers Row
Centreville, Maryland 21617
Telephone: (301) 758-1460

Name:

Address:

Marguerite H. Mankin
Clerk

Copy of summons and proceedings 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

HOWARD WOOD, Personal Representative, etc., et al.,	*	In the Circuit Court for
PLAINTIFFS	*	Queen Anne's County
VS.	*	in Equity
ELSIE HYNSON WILKES, et al.,	*	
DEFENDANTS	*	Cause No. 6367

AFFIDAVIT AS TO SERVICE BY MAIL

I, the undersigned, Attorney for Plaintiffs, hereby certify that on the 7th day of March, 1979, I mailed the original summons and true copies of the Bill of Complaint and all exhibits to the non-resident Defendant, Elsie Hynson Wilkes at her address as shown in the titling of the Bill of Complaint, by Registered Mail, Return Receipt Requested, Restricted Delivery, and that said non-resident Defendant did in fact receive her summons and copies on the 10th day of March, 1979, as is evidenced by the postal receipt attached hereto as part of this Affidavit.

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

And as in duty bound, etc.

Howard Wood

Howard Wood
Attorney for Plaintiffs

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).
- 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:
Elsie Hynson Wilkes
1955 Second St., Apt. 11D
NY, NY 10029

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.

(To be obtained signature of addressee or agent)
I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
Elsie Wilkes

4. DATE OF DELIVERY
3/10/79

POSTMARK
MITCHELL GATE ST
MAR 10 1979
USPO

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

☆ GOP: 1975—O-203-456

HOWARD WOOD, Personal Representative, etc., et al.,	*	In the Circuit Court for
PLAINTIFFS	*	Queen Anne's County
VS.	*	
	*	in Equity
ELSIE HYNSON WILKES, et al.,	*	
DEFENDANTS	*	Cause No. 6367

MOTION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Howard Wood, Personal Representative of the Estate of Amos Hynson, Sr., deceased, and Earl Hynson, Plaintiffs, by Howard Wood, their attorney, respectfully move your Honors to pass a Decree Pro Confesso against Elsie Hynson Wilkes and the Unknown Heirs of Henry Hynson, William Henry Hynson, Rachel Hynson, Pearl Wilson, and Lillian Hynson Sterling, all deceased, Defendants, and for grounds of their Motion, say:

1. That summons and copies of pleadings were duly served upon the non-resident Defendant, Elsie Hynson Wilkes, by certified mail actually received by her, as appears by Affidavit filed herein by Howard Wood, Attorney, with attached postal receipt.

2. That a true copy of the Order of Publication directed against the Unknown Heirs of Henry Hynson, William Henry Hynson, Rachel Hynson, Pearl Wilson and Lillian Hynson Sterling, all deceased, has been duly posted on the parcel of real estate which is the subject of this suit by the Sheriff of Queen Anne's County, as appears by his Certificate filed herein.

3. That more than sixty (60) days have elapsed since the 10th day of March, 1979, the date of receipt of said certified mail delivery, and since the 5th day of March, 1979, when said property was posted by the Sheriff; and that the time for filing their initial pleading has therefore 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.

Howard Wood

(Howard Wood)
Attorney for Plaintiffs

I HEREBY CERTIFY that on this 4th day of June, 1979, I delivered a copy of the aforegoing Motion to Catherine M. Higdon, Personal Representative of the Estate of Agnes Hynson Harper, deceased, Defendant who has answered.

Howard Wood
(Howard Wood)

DECREE PRO CONFESSO

Upon the aforegoing Motion, IT IS, this 7th day of June, 1979, 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 Elsie Hynson Wilkes and the Unknown Heirs of Henry Hynson, William Henry Hynson, Rachel Hynson, Pearl Wilson and Lillian Hynson Sterling, all deceased, Defendants, and the Plaintiffs are given leave to take testimony before one of the standing Examiners.

Clayton C. Carter
JUDGE

HOWARD WOOD, Personal Representative, etc., et al.,	*	In the Circuit Court for
PLAINTIFFS	*	Queen Anne's County
VS.	*	
	*	in Equity
ELSIE HYNSON WILKES, et al.,	*	
DEFENDANTS	*	Cause No. 6367

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 11th day of June, 1979, 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 Wilson Kennedy, witness for the Plaintiffs, and Howard Wood, the solicitor for and one of the Plaintiffs. Said witnesses and Catherine M. Higdon, stenographer, having been sworn by said examiner, the following testimony was taken, to wit:

Mr. Wilson Kennedy, 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.

A. My name is Wilson Norman Kennedy, Centreville, R.F.D. 2.

Q. 2. Mr. Kennedy, what is your occupation?

A. Well, I go as a yard man, a caretaker of the Thomas Gale place.

Q. 3. Do you know of any prior lawsuits concerning the Henry Hynson property, except this one?

A. No indeed.

Q. 4. Mr. Kennedy, are you familiar with the property left by the late Henry Hynson?

A. Yes I am.

Q. 5. Where is that located?

A. Starkey's Corner, going out to Flat Iron Square.

Q. 6. Which side of the road is it on?

A. On the left hand side going out.

Q. 7. Approximately how big is it?

A. About 6 acres.

Q. 8. Mr. Kennedy, it has no buildings on it, has it?

A. I don't think so, no.

Q. 9. Mr. Kennedy, I show you a copy of a deed recorded in the land records of Queen Anne's County in Liber S.S. No. 1, folio 478, which is marked "Plaintiffs' Exhibit A" and filed in this case. Will you state what property is described in that deed.

At this point, said "Plaintiffs' Exhibit A" was admitted in evidence and marked "Examiner's Exhibit A".

A. The Henry Hynson property is described in this deed.

Q. 10. That is the deed to Henry Hynson, right?

A. That's right.

Q. 11. Do you remember Henry Hynson?

A. Yes, I remember just a little bit about him, not a whole lot.

Q. 12. Do you know any of his children?

A. Yes, there was Earl, Elsie and Miltford, and there was an older brother.

Q. 13. Are you referring to an older brother of Amos Hynson?

A. Yes.

Q. 14. Was that William Henry Hynson?

A. William Henry, yes.

Q. 15. Is he living?

A. No, he is dead; and so is Agnes, I think she's dead.

Q. 16. Any other children that you know of?

A. No, not that I know of.

Q. 17. Any children of children of Henry Hynson?

A. No, I don't know of any more.

Q. 18. Do you recall Amos referring to a sister named Virgie?

A. Yes, he had a sister named Virgie.

Q. 19. Do you know whether or not she left any children?

A. No, I don't

Q. 20. Do you know whether or not the elder half brother, William Henry Hynson, left any children?

A. No, I don't.

Q. 21. You have not mentioned a sister, Lillian Hynson Sterling. Did you know about her; did you ever know her?

A. No, I never knew her at all.

Q. 22. Do you know whether his sister, Agnes, left any children or husband?

A. No, I don't know if she left any children or husband.

Q. 23. Do you know whether she's still living or not?

A. No, I think Agnes is dead.

Q. 24. You were very familiar with Amos Hynson, were you not?

A. Yes.

Q. 25. In fact, he was more or less a neighbor of yours, is that right?

A. Amos Hynson, well he was my father-in-law; I married his daughter.

Q. 26. Did you ever hear that any of these persons who have died left any will?

A. No indeed.

Q. 27. None of the heirs of Henry Hynson left any will, so far as you know?

A. As far as I know, no indeed.

Q. 28. With the exception of your neighbor, Amos, your father-in-law, left a will.

A. Yes.

Q. 29. Did you know that I was the Personal Representative of his estate?

A. No, I didn't know it until today.

Q. 30. Mr. Kennedy, would you state whether or not this land, as a practical matter, could be divided among the owners?

A. Well, no, I wouldn't think so; it's too small a piece of land to divide it up.

Thank you.

Mr. Howard Wood, the second witness of lawful age, having been duly sworn, deposes and says:

I, Howard Wood, one of the Plaintiffs and solicitor for the other Plaintiff, desire to make this statement:

Just recently I learned through Mrs. Elsie Hynson Wilkes, one of the Defendants, that Pearl Wilson named in the Bill of Complaint, who was the only daughter of Virgie Hynson Simpson and the only child of Virgie Hynson Simpson, a daughter of Henry Hynson who predeceased him, is now Pearl V. Briscoe and is still living and resides at 1500 West 8th Street, Wilmington, Delaware 19806. Therefore, I went to visit Mrs. Briscoe at her home in Wilmington on June 8th and she showed me the family Bible which verified the facts which I have just stated. In the same manner and verified in the same manner I have also learned that Agnes Hynson Harper left a husband and child and I have furnished their names and addresses to Catherine M. Higdon who has filed them in the Register of Wills office in the estate proceedings of Agnes Hynson Harper, deceased. I will also, as part of my statement, identify "Plaintiffs' Exhibit B" which is the appointment of Catherine M. Higdon as the Personal Representative of the Estate of Agnes Hynson Harper, deceased, in Queen Anne's County (At this Point, said "Plaintiffs' Exhibit B" was admitted in evidence and marked "Examiner's Exhibit B"), and "Plaintiffs' Exhibit C" which is the certificate of my appointment as Personal Representative of the Estate of Amos Hynson, Sr., late of Queen Anne's County, deceased. (At this point, said "Plaintiffs' Exhibit C" was admitted in evidence and marked "Examiner's Exhibit C"); Mr. Hynson having died on March 28, 1978 and Mrs. Harper having died in the year 1975. I will also state, as part of my statement, that I was informed by the late Amos Hynson that his half-brother, William Henry Hynson, died intestate about December 19, 1944, a resident of Delaware County, Pennsylvania, leaving as his heirs his wife, Rachel, who died intestate a resident of Delaware County, Pennsylvania, about the year 1949, and a number of children whom Amos Hynson believed to have died. He did not know the names and whereabouts, if living, of any heirs, personal representatives, legatee or legatees of any of such children. I was also informed by the late Amos Hynson that his sister, Lillian Hynson Sterling died intestate a resident of the city and county of Philadelphia, Pennsylvania about the year 1952, leaving no spouse, descendant or descendants surviving her, and that his brother, Miltford Hynson, died intestate a resident of Anne Arundel County, Maryland, about the year 1947, leaving no spouse, descendant or descendants surviving him. I will also state that I have searched the records of Queen Anne's County carefully and found no record of any administration upon any of the estates of Henry Hynson, William Henry Hynson, Rachel Hynson or Lillian Hynson Sterling. As a result of my discovery concerning Pearl Wilson being Pearl V. Briscoe and her address, and also the surviving spouse and child of Agnes Hynson Harper, I am about to file a Motion for Leave to Amend the Bill of Complaint. Mrs. Briscoe has agreed to file an answer making it unnecessary to serve process upon her.

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	.00
Catherine M. Higdon, Stenographer, for transcribing testimony	30.00
Total.	$55.00

Vachel A. Downes Jr.
EXAMINER

side of New Street, where the divisional line between this Lot and the lot designated in the above mentioned Report of Sales as Lot No. 31, purchased by one Smith, reaches said street, and running along the south or south west side of said street in an easterly direction six and one half perches, thence south forty nine degrees west, to the Mill Pond, thence by the lines of the Mill Pond, till the line drawn or running from said stone south forty nine degrees west to the Mill Pond is intersected and thence by and with the said intersected line reversed to the place of beginning, said intersected line being the divisional line aforesaid and the said lot No. 32, containing one acre and thirty five perches of land, more or less. Being the same land granted and conveyed unto the said Arnold Cochran by John B. Brown and Edwin H. Brown, Trustees and Edward Sutliff and Fannie O. Sutliff, his wife, by deed dated April 12, 1883, and recorded in Liber S. C. D. No. 3, folios 16 &c., a Land Record Book for Queen Annes County aforesaid, to which deed and the references therein contained reference is hereby made for a more particular description of the same. Together with all the roads, rights, ways, waters, privileges and advantages thereto belonging or in any wise appertaining.

Witness their hands and seals.

Test:

R. T. Armstrong

Arnold Cochran (Seal)

Virginia T. Cochran (Seal)

State of Maryland, Queen Annes County, to wit:-

I hereby certify that on this 23rd day of July, in the year nineteen hundred and six, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Annes County aforesaid, personally appeared Arnold Cochran and Virginia T. Cochran, his wife, and each did acknowledge the foregoing deed to be their respective act.

R. T. Armstrong J.P.

SS1/478

Queen Anne County to wit: be it remembered that on the eleventh day of August in the year Nineteen Hundred and six the following Deed was brought to be recorded to wit:

This Deed, made this tenth day of August in the year nineteen hundred and six, by John F. Godwin and May Stevens Godwin, his wife of Queen Annes County, State of Maryland. Witnesseth:- That in consideration of the sum of One hundred dollars, the said John F. Godwin and May Stevens Godwin, his wife do hereby grant and convey unto one Henry Hynson, colored, his heirs and assigns in fee simple:- all that lot, parcel or tract of land, situate, lying and being in the Second Election District of Queen Annes County aforesaid on the left of the public road leading from Starkeys Corner to Flat Iron Square; adjoining the lands of the said John F. Godwin, the lands of the said Henry Hynson, colored, and the lands of Richard Sparks, colored, containing six acres more or less, being the same land inherited by one James Leach Roach as the only heir at law of his mother, Katherine A.

PLAINTIFFS' EXHIBIT A

EXAMINER'S EXHIBIT A
LIBER 11 PAGE 443

Ralph, and his two brothers, Daniel F. Ralph and Wilber H. Ralph; and being also the same property which was conveyed unto the said John F. Godwin by deed from the said James O'Neal Ralph and wife bearing date the tenth day of January in the year nineteen hundred and one and recorded in Liber J.E.H. No. 1 folios 366 &c. a Land Record Book for Queen Anne's County aforesaid to which said deed and the reference therein made reference is hereby made for a more full and perfect description of the property hereby conveyed. And the said John F. Godwin covenants that he will warrant generally and especially the property hereby conveyed and will give such other and further assurances of title as may be requisite or necessary.

Witness their hands and seals.

Test:

John H. Carter

John F. Godwin (Seal)
May Stevens Godwin (Seal)

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

I hereby certify that on this tenth day of August in the year nineteen hundred and six, before the subscriber a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared the said John F. Godwin and May Stevens Godwin, his wife and did each acknowledge the aforegoing deed to be their respective act.

John H. Carter
Justice of the Peace.

Queen Anne's County to wit: be it remembered that on the eleventh day of August in the year Nineteen Hundred and six the following Mortgage Bill of Sale was brought to be recorded to wit:

I Rufus C. Curtis of Queen Anne's County State of Maryland, in consideration of Henry Hynson and Richard Sparks, becoming Security for me, on a note drawn on six months, dated Aug 7, 1906 for Thirty dollars and payable to the Church Hill Bank of Maryland, to further the prompt payment of the above indebtedness, I do hereby bargain and sell to the said Henry Hynson and Richard Sparks, One Bay mare (Mada) Provided if I the said Rufus C. Curtis, shall pay the above indebtedness at maturity, then these presents to be void. Provided that until default in the payment of the above indebtedness, the said Rufus C. Curtis shall possess the property herein mortgaged. Provided also that in default of payment of the within indebtedness at maturity, the said Henry Hynson and Richard Sparks, may sell the above mortgaged property in the following manner, by advertising in one of the County news papers of said County or by posters for ten days at the option of the Mortgagees, and after the aforesaid indebtedness is paid, and the expenses incident of said sale, the balance if any to be paid to the Mortgagor or his order. As witness my hand and seal this tenth day August Nineteen hundred and six.

Test:

R. T. Armstrong.

Rufus Curtis (Seal)

Original Bond and Bill to Mortgagees Dec 7th 1906.

State of Maryland

Letters of Administration

Estate No. 281

To all persons who may be interested in the Estate of

AGNES HYNSON HARPER, deceased:

Administration of the Estate of the deceased has been granted on February 22, 1979

to Catherine M. Higdon

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

(SEAL)

"VALID ONLY WITH IMPRINTED SEAL"

WITNESS:

DATED: February 23, 1979

Marlyn E. Wootten
Register of Wills for Queen Anne's County, Maryland

RW 5 (Rev. 7-71)

PLAINTIFFS' EXHIBIT B
EXAMINER'S EXHIBIT B

LIBER 11 PAGE 446

State of Maryland

Letters of Administration

Estate No. 4742

To all persons who may be interested in the Estate of

AMOS HYNSON, SR., deceased:

Administration of the Estate of the deceased has been granted on April 6, 1978

to Howard Wood

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

(SEAL)

"VALID ONLY WITH IMPRINTED SEAL"

WITNESS:

DATED: February 22, 1979

Madlyn E. Wooters

Register of Wills for Queen Anne's County, Maryland

RW 5 (Rev. 7-71)

Plaintiffs' Exhibit C
Examiner's Exhibit C

HOWARD WOOD, Personal Representative, etc., et al.,	*	In the Circuit Court for
PLAINTIFFS	*	Queen Anne's County
VS.	*	in Equity
ELSIE HYNSON WILKES, et al.,	*	
DEFENDANTS	*	Cause No. 6367

MOTION FOR LEAVE TO AMEND BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Howard Wood, Personal Representative of the Estate of Amos Hynson, Sr., deceased, and Earl Hynson, Plaintiffs, by Howard Wood, their attorney, respectfully move your Honors for leave to amend their Bill of Complaint by interlineation, and for grounds for this Motion, say:

1. That Plaintiffs are now informed that Pearl Wilson is now Pearl V. Briscoe and is still living and resides at 1500 West 8th Street, Wilmington, Delaware 19806. Therefore, your Orators suggest that they be permitted to strike out the last sentence of paragraph No. 2 of the Bill and substitute the following:

"Said Pearl Wilson is now Pearl V. Briscoe and resides at 1500 West 8th Street, Wilmington, Delaware 19806."

2. A spouse and child survived Agnes Hynson Harper and their names and addresses now appear in the office of the Register of Wills of Queen Anne's County on the List of Interested Persons in the Estate of Agnes Hynson Harper, deceased. Therefore, your Orators suggest that the following words appearing in the sixth sub-paragraph of paragraph No. 2 of the Bill be deleted as surplusage:

"leaving no spouse, descendant or descendants surviving her."

And as in duty bound, etc.

(Howard Wood)

CONSENT TO AMENDMENT

I, Catherine M. Higdon, Personal Representative of the Estate of Agnes Hynson Harper in Queen Anne's County, hereby consent to the amendment by interlineation of the Bill of Complaint as requested in the aforegoing Motion and reaffirm my Answer heretofore filed with respect to the Bill so amended.

Catherine M. Higdon
(Catherine M. Higdon)
Personal Representative of the
Estate of Agnes Hynson Harper

ORDER OF COURT

ORDERED, this 15th day of June, 1979, by the Circuit Court for Queen Anne's County in Equity that Plaintiffs are hereby granted leave to amend the Bill of Complaint by interlineation as set forth in the aforegoing Motion.

Clayton C. Carter
JUDGE

HOWARD WOOD, Personal Representative, etc., et al.,	*	In the Circuit Court for
PLAINTIFFS	*	Queen Anne's County
VS.	*	in Equity
ELSIE HYNSON WILKES, et al.,	*	
DEFENDANTS	*	Cause No. 6367

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Pearl V. Briscoe to the Bill of Complaint filed in this cause respectfully shows:

This Defendant admits the matters and facts set forth in each and every paragraph of the Bill of Complaint and consents to the appointment of a trustee for sale of real estate and other relief sought by said bill.

This Defendant also waives notice of testimony and her right to attend the hearing in this cause.

And as in duty bound, etc.

Pearl V. Briscoe
(Pearl V. Briscoe)

I HEREBY CERTIFY that on this 18th day of June, 1979, I delivered a copy of the aforegoing Answer to the office of Howard Wood, as attorney for Plaintiffs, 119 Lawyers Row, Centreville, Maryland 21617.

Pearl V. Briscoe
(Pearl V. Briscoe)

HOWARD WOOD, Personal Representative, etc., et al.,	*	In the Circuit Court for
PLAINTIFFS	*	Queen Anne's County
VS.	*	in Equity
ELSIE HYNSON WILKES, et al.,	*	Cause No. 6367
DEFENDANTS	*	

DECREE

This cause standing ready for hearing and being submitted without argument, the Bill of Complaint, exhibits, testimony and exhibits and other proceedings were read and considered, whereupon the Court finds as follows:

(a) That the real estate which is the subject of this proceeding cannot be divided without loss or injury to the parties entitled.

IT IS, therefore, this 29th day of June, 1979, by the Circuit Court for Queen Anne's County in Equity, ADJUDGED, ORDERED and DECREED as follows:

1. That Howard Wood is appointed Trustee to sell the real estate described in paragraph no. 1 of the Bill of Complaint and in the deed filed with the Bill as Plaintiffs' Exhibit A and later marked Examiner's Exhibit A.

2. That said real estate be sold at public sale to be conducted by said Trustee for the purpose of dividing the proceeds of sale among the parties entitled.

3. That before the Trustee shall proceed to act as such, he shall file with the Clerk of this Court a bond to the State of Maryland, with corporate surety to be approved by said Clerk, in the penalty of Ten Thousand Dollars ($10,000.00).

4. That he shall advertise the time, place, manner and terms of sale in a newspaper printed and published in said Queen Anne's County, for at least three successive weeks, the first insertion to be at least fifteen (15) days before the sale, and the last insertion to be not more than seven (7) days before the sale, said notice to provide payment of the entire purchase price in cash, or one-fourth (1/4) of the purchase price in cash and three-fourths (3/4) upon the final ratification of said sale by this Court, the deferred payment to bear interest from the day of sale, and be secured to the Trustee's satisfaction, full possession to be given upon final ratification and final settlement, when taxes and public charges shall be adjusted.

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

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

7. That, upon the final ratification of said sale, and full payment of the purchase money, he shall convey unto the purchaser or purchasers thereof, by a good and sufficient deed to be executed and acknowledged agreeably to law, the property so sold to him, free, clear and discharged of all claims of the parties to this cause, 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 Henry Hynson, William Henry Hynson, Rachel Hynson and Lillian Hynson Sterling, 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.

Clayton C. Carter
JUDGE

Chy. 6367

LIBER 11 PAGE 452

State of Maryland)
) To Wit:
Queen Anne's County)

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 Ten Thousand Dollars ($10,000.00), 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 5th day of July, 1979.

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 29th day of June, 1979, trustee to make sale of the real estate mentioned and described in the cause in said court entitled "Howard Wood, Personal Representative, etc., et al., Plaintiffs, vs. Elsie Hynson Wilkes, et al., Defendants", being Cause No. 6367 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:

Catherine M. Higdon — Howard Wood (SEAL)

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND

By: William M. Freestate
William M. Freestate
Its Attorney-in-Fact

ATTEST:

Connie H. Edwards

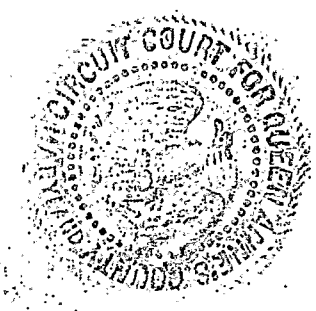
Clerk

SURETY APPROVED AND BOND FILED ON July 9-1979

LIBER 2 PAGE 297

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber C.W.C. No. 2, folio 297, a Bond Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 9th day of July, Nineteen Hundred and Seventy-nine.

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

HOWARD WOOD, Personal Representative, etc., et al.,	*	In the Circuit Court for
PLAINTIFFS	*	Queen Anne's County
VS.	*	in Equity
ELSIE HYNSON WILKES, et al.,	*	
DEFENDANTS	*	Cause No. 6367

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 29th day of June, 1979, your Trustee filed a bond in this Cause in the penalty of Ten Thousand Dollars ($10,000.00) 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 July 11, 1979, July 18, 1979, and July 25, 1979, as appears by the certificate of publication filed with this Report of Sale, and marked "Trustee's Exhibit A."

3. That at the time of the first publication abovementioned your Trustee also published the Notice to Creditors of Henry Hynson, William Henry Hynson, Rachel Hynson and Lillian Hynson Sterling, all deceased, of which a copy appears at the foot of said Trustee's Exhibit A.

4. That pursuant to said notice your Trustee attended in front of the court house door in Centreville, Maryland at 1:30 P.M. on Tuesday, July 31, 1979, and having had the auctioneer read aloud the notice as published in the Queen Anne's Record Observer, your Trustee announced that he had obtained a line of possession survey of the property in July, 1979, by J. R. McCrone, Jr., Registered Surveyors, and that such survey shows that the property being sold has 258.75 feet frontage on Flatiron Square Road and an area of almost 8 1/3 acres of land. Your Trustee then and there offered said property for sale by Joseph A. Jackson, Jr., Auctioneer; and did then and there sell said property to Thelma Cheers for the sum of Eighteen Thousand Five Hundred Dollars ($18,500.00), her agent, Patrick E. Thompson, Esq., being then and there the highest bidder for said property.

5. That your Trustee intends to file an additional bond herein in the penalty of Eight Thousand Five Hundred Dollars ($8,500.00).

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

7. That said property is now described by metes and bounds, courses and distances, according to said survey, as follows:

BEGINNING FOR THE SAME at an iron pipe set in the northeasternmost right-of-way line of Flatiron Square Road, a 50-foot wide right-of-way, at the intersection of the division line between the herein described lands and the lands of Thelma Cheers, (see C.W.C. 66/368),

THENCE, leaving said beginning point so fixed and binding on the aforesaid right-of-way line, North 49° 30' 00" West, 258.75 feet to an iron pipe set at the southeasternmost corner of the lands of Elenora L. Spencer, (see C.W.C. 121/756);

THENCE, leaving the aforesaid right-of-way line and binding on an existing fence and hedge line dividing the herein described lands from the aforesaid Spencer lands, North 41° 54' 20" East, 1409.58 feet to an iron pipe set in the southwesternmost outline of the lands of Archibald A. MacGlashan, III, (see Orphans Court 3754);

THENCE, binding on the aforesaid outline, South 49° 38' 00" East, 254.05 feet to an iron pipe found at the northwesternmost corner of the aforementioned Cheers land;

THENCE, binding on the first-mentioned division line, South 41° 42' 50" West, 1410.06 feet to the place of beginning. Containing in all 8.296 acres of land, more or less.

I do solemnly declare and affirm under the penalties of perjury that the contents of the aforegoing Report of Sale are true and correct, and that said sale of real estate was fairly made.

Respectfully submitted,

Howard Wood

(Howard Wood) Trustee

LIBER 11 PAGE 456 ...August 6..... 19.79

THIS IS TO CERTIFY, That the annexed

TUSTEE'S SALE OF REAL ESTATE... was inserted in the **QUEEN ANNE'S RECORD OBSERVER,** a newspaper printed and published in Queen Anne's County, Md., once in each of .three..... successive weeks before the 26th..... day of .July..... 19.79.

By Dale Willson

TRUSTEE'S EXHIBIT A

Trustee's Sale of Real Estate

The undersigned Trustee, by virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, passed June 29, 1979, in Cause No. 6367 in said Court, entitled "HOWARD WOOD, PERSONAL REPRESENTATIVE, ETC., ET AL., PLAINTIFFS, VS. ELSIE HYNSON WILKES, ET AL., DEFENDANTS" will sell at public sale to the highest bidder, in front of the Court House door in Centreville, Maryland on

Tuesday
July 31, 1979
at 1:30 p.m.

ALL that unimproved lot of cleared land situate in the Second Election District of Queen Anne's County, Maryland, on the left or northerly side of the public road leading easterly from Starkey's Corner to Flat Iron Square, adjoining lands of Thelma Cheers, formerly of Mary Hynson, on the east, land of A.A. MacGlashan, III, on the north, and land of or formerly of Alexander Gibbs on the west, containing six (6) acres of land, more or less; BEING the same land which was granted to Henry Hynson by John F. Godwin and wife by deed dated August 10, 1906 and recorded among the land records of Queen Anne's County in Liber S.S. No. 1, folio 478. BEING also shown as Parcel No. 38 on Queen Anne's County Tax Map No. 22.

TERMS OF SALE

The whole price may be paid in cash on day of sale or one-fourth (¼) of the purchase price shall be payable in cash on day of sale, the balance on final ratification of sale by said Court, said balance to bear interest from day of sale and to be secured to the Trustee's satisfaction; title papers and costs of recording deed, including transfer tax and tax stamps to be at purchaser's expense. Taxes will be pro-rated as of day of final ratification and settlement, when possession will be given.

Howard Wood, Trustee
Joseph A. Jackson, Jr.,
Auctioneer

NOTICE TO CREDITORS

All creditors of Henry Hynson, William Henry Hynson, Rachel Hynson and Lillian Hynson Sterling, all deceased, are hereby notified that they must file their claims against each of said decedents with the Clerk of the Circuit Cout for Queen Anne's County in Equity, Centreville, Maryland, within ninety (90) days from July 11, 1979, or be excluded from participating in the proceeds of said real estate.

Howard Wood, Trustee in
Chancery Cause No. 6367

RO-7-11-1t

ORDER NISI ON SALE

HOWARD WOOD, Personal Representative, etc., et al., Plaintiffs vs. ELSIE HYNSON WILKES, et al.	In the Circuit Court for Queen Anne's County In Equity Cause No. 6367

ORDERED, this 6th day of August, 19 79, 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 6th day of September, 19 79, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 30th day of August, 19 79.

The report states the amount of sales to be $18,500.00.

Marguerite H. Mankin, Clerk

Filed August 6, 1979

11 458

HOWARD WOOD, Personal Representative, etc., et al.,	*	In the Circuit Court for
PLAINTIFFS	*	Queen Anne's County
VS.	*	in Equity
ELSIE HYNSON WILKES, et al.,	*	
DEFENDANTS	*	Cause No. 6367

AFFIDAVIT BY PURCHASER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

I, the undersigned purchaser of the real estate of the heirs of Henry Hynson, deceased, sold at public sale by Howard Wood, Trustee, on the 31st day of July, 1979, does hereby certify:

1. That I am acting as agent for Thelma Cheers

2. There are NO others interested as principals;

3. That I have not directly or indirectly discouraged anyone from bidding for the said property.

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

Patsy E. Thompson

Equity 6367

LIBER 2 PAGE 304

RECEIVED
CLERK, CIRCUIT COURT
1979 AUG -7 AM 10: 32
QUEEN ANNE'S COUNTY

State of Maryland)
) To Wit:
Queen Anne's County)

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 Eight Thousand Five Hundred Dollars ($8,500.00), 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 6th day of August, 1979.

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 29th day of June, 1979, trustee to make sale of the real estate mentioned and described in the cause in said court entitled "Howard Wood, Personal Representative, etc., et al., Plaintiffs, vs. Elsie Hynson Wilkes, et al., Defendants", being Cause No. 6367 in the Circuit Court for Queen Anne's County in Equity;

WHEREAS, said trustee has heretofore filed an approved bond in the amount of Ten Thousand Dollars ($10,000.00), and has now sold said real estate for Eighteen Thousand Five Hundred Dollars ($18,500.00) and is therefore required to file this additional bond.

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:

Catherine M. Higdon — Howard Wood (SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: William M. Freestate
(William M. Freestate)
Its attorney-in-fact

ATTEST:

Janice G. Edwards

FIDELITY AND DEPOSIT COMPANY OF MARYLAND SEAL BALTIMORE

BOND APPROVED AND BOND FILED ON Aug 7, 1979

LIBER 11 PAGE 459

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 304, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 7th day of August, Nineteen Hundred and Seventy-nine.

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

ORDER NISI
ON SALE
HOWARD WOOD
Personal Representative
etc., et al.
Plaintiffs
vs.

ELSIE HYNSON WILKES
ET AL.
In the Circuit Court
for Queen Anne's
County
In Equity
Cause No. 6367

ORDERED, this 6th day of August, 1979, 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 6th day of September, 1979, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 30th day of August, 1979.

The report states the amount of sales to be $18,500.00.

Marguerite W. Mankin
Clerk

Filed August 6, 1979
TRUE COPTY, TEST:
Marguerite W. Mankin
Clerk
BY: Betty M. Comegys
Deputy Clerk RO-8-8-3t

September 6 ..... 19 79

THIS IS TO CERTIFY, That the annexed

ORDER NISI ON SALE ..... was inserted in the

QUEEN ANNE'S RECORD OBSERVER, a newspaper printed and published in Queen Anne's County, Md., once in each of three ..... successive weeks before the 23rd ..... day of August 19 79

By Dale Vanzant

CLERK'S OFFICE
1979 SEP -7 AM 11: 28
QUEEN ANNE'S COUNTY

HOWARD WOOD, Personal Representative, etc., et al.,	*	In the Circuit Court for
PLAINTIFFS	*	Queen Anne's County
VS.	*	in Equity
ELSIE HYNSON WILKES, et al.,	*	
DEFENDANTS	*	Cause No. 6367

FINAL RATIFICATION OF SALE

The above entitled matter coming before this Court, the proceedings having been read and considered by this Court, and this Court being satisfied that the sale of the real estate made and reported in this cause by Howard Wood, Trustee, was fairly and properly made, and no exceptions having been filed to the report of sale, and the Trustee having requested ratification of the sale, IT IS ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 13th day of September, 1979, that the sale of the real estate made and reported in this cause by Howard Wood, Trustee, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice thereof appears to have been given as required by the preceding order nisi; and the said trustee is allowed the usual commissions and his proper expenses, not personal, incident to said sale.

Taylor C. Carter
JUDGE

Filed: September 13, 1979

HOWARD WOOD, Per. Rep. etc.

vs.

ELSIE HYNSON WILKES, et al.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY No. 6367

MOTION FOR FEE

J. Thomas Clark, Auditor in this case, states:

1. That the total amount in this sale is $18,500.00.

2. That it should take approximately four (4) hours to go over and state this account.

3. That the balance for distribution will have to be distributed among the heirs which will involve determining each amount.

4. 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 $110.00.

WHEREFORE, your Auditor prays:

That the Court pass an Order allowing him the sum of $110.00 for his services as Auditor in this case.

Respectfully submitted,

J. Thomas Clark

J. Thomas Clark, Auditor

ORDER OF COURT

Upon the aforegoing Motion For Fee of the Auditor, it is this 16th day of October, 1979, by the Circuit Court for Queen Anne's County, in Equity, ORDERED that J. Thomas Clark, Auditor, be allowed an Auditor's fee of $110.00; and Howard Wood, Trustee, shall have until the 26th day of October, 1979, to file an exception to said fee with the Circuit Court for Queen Anne's County.

R. Thomas Ewing

JUDGE

RECEIVED
CLERK, CIRCUIT COURT
1979 OCT 16 AM 10: 07
QUEEN ANNE'S COUNTY

HOWARD WOOD, Per. Rep., etc.

vs.

ELSIE HYNSON WILKES, et al.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

No. 6367

TO THE HONORABLE, THE JUDGES OF SAID COURT:

This Report of J. Thomas Clark, Auditor, unto your Honors, respectfully represents:

1. That this Account is stated at the request of Howard Wood, Trustee.

2. That in the within account Howard Wood, Trustee, is charged with the proceeds of sale made by him and the interest collected; and thereafter is allowed his commissions for making sale, the court costs, the premium on the bond, the several advertising costs, the fee for surveying the property, the Seller's share of 1979-1980 State and County real estate taxes, the amounts for postage, the auctioneer's fee for crying sale sale, and the fee of your Auditor per Order of Court, and the balance was directed to be paid over the heirs.

Respectfully submitted,

J. Thomas Clark

J. Thomas Clark

October 16, 1979

CAUSE NO. 6367

The sale of land reported in this cause by Howard Wood, Trustee, to sell and convey the land in this suit.

Dr.

1979 July 31	By proceeds of sale of land, per report of said Trustee	$18,500.00
	By interest collected, per settlement sheet	145.97
	By gross proceeds of sale	$18,645.97

Cr.

To Howard Wood, for his commissions on sale		$ 1,075.00
To do., for an amount paid Marguerite W. Mankin, Clerk, for court costs in this cause		233.00
To do., for an amount paid W. M. Freestate & Son, Inc., for the bond premium in this cause		74.00
To do., for amounts paid Queen Anne's Record-Observer, for:		
1. Advertising & Notice to Creditors	$ 77.00	
2. Order Nisi on Sale	37.00	114.00
To do., for an amount paid J. R. McCrone, Jr., Inc. for survey of the property in this cause		357.00
To do., for an amount paid as Seller's share of 1979-1980 State and County real estate taxes		2.46
To do., for an amount paid Howard Wood, for postage advanced		6.40
To do., for an amount paid Jackson's Auction Service, Auctioneer, for crying said sale		46.25
To do., for an amount due J. Thomas Clark, Auditor, per Order of Court		110.00

October 16, 1979

J. Thomas Clark

J. Thomas Clark, Auditor

To balance for distribution	$16,627.86	
	$18,645.97	$18,645.97

October 16, 1979

J. Thomas Clark, Auditor

Dr.

For Distribution----------$16,627.86

Cr.

To Elsie Hynson Wilkes, a 1/6 share		$ 2,771.31
To Earl Hynson, a 1/6 share		2,771.31
To Howard Wood, Personal Representative of the Estate of Amos Hynson, Sr., a 1/6 share		2,771.31
To Catherine M. Higdon, Personal Representative of the Estate of Agnes Hynson Harper, a 1/6 share, as follows:		
1. Less costs advanced by Howard Wood, as follows:		
a. Costs in Orphans Court-$32.10		
b. Queen Anne's Journal----14.63		
c. Postmaster---------- 1.25	$47.98	
2. Balance to estate	2,723.33	2,771.31
To Pearl V. Briscoe, a 1/6 share		2,771.31
To Lillian Johnson, heir of William Henry Hynson, a 1/24 share		692.82
To Fred Hinson, heir of William Henry Hynson, a 1/24 share		692.83
To Herman N. Hinson, heir of William Henry Hynson, a 1/24 share		692.83

October 16, 1979

J. Thomas Clark, Auditor

To Rhonda E. MacDonald, heir
of William Henry Hynson,
a 1/24 share

$ 692.83	
$16,627.86	$16,627.86

October 16, 1979

J. Thomas Clark

J. Thomas Clark, Auditor

HOWARD WOOD, Per. Rep., etc.

vs.

ELSIE HYNSON WILKES, et al.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

No. 6367

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on October 16, 1979, the date the account in the above entitled cause was filed in this Court, that he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

Howard Wood, Personal Representative
119 Lawyers Row
Centreville, Maryland 21617

Earl Hynson
418 Beach 43rd Street
Edgemere, New York 11691

Elsie Hynson Wilkes
1955 Second Avenue, Apt. 11
New York, New York 10029

Catherine M. Higdon, Personal Representative
c/o Howard Wood
Centreville, MD 21617

Lillian Johnson
1025 Parker Street
Chester, PA 19013

Rhonda E. MacDonald
1311 Peterson Street
Chester, PA 19013

Herman N. Hinson
2 Jade Court
Wilmington, Delaware 19810

Fred Hinson
1025 Parker St.
Chester, PA 19013

Pearl V. Briscoe
1500 W. 8th Street
Wilmington, Delaware 19806

Pursuant to Rule 595, Sec. G, Maryland Rules of Procedure, notify each of them, that said account was filed on October 16, 1979, with the Clerk of the Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before October 31, 1979, and if no exceptions are filed within such fifteen-day period, the account may thereupon be ratified on November 1, 1979.

J. Thomas Clark

J. Thomas Clark, Auditor

October 16, 1979

HOWARD WOOD, Per Rep, etc.	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6367
ELSIE HYNSON WILKES, et al.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 16th day of October, 19 79, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 1st day of November, 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 October 16, 1979

HOWARD WOOD, Per Rep., etc.	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6367
	*	
ELSIE HYNSON WILKES, et al.	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 1st day of November, 19 79, by the Court that the account of the Auditor is finally ratified and confirmed, and Howard Wood, ~~XXXXXXXX~~/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 November 1, 1979

CHARLES E. SMITH Grasonville, Maryland 21638 Attorney	*	IN THE CIRCUIT COURT
	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
HOWARD FRANKLIN EDWARDS Grasonville, Maryland 21638	*	IN EQUITY
	*	CHANCERY NO. 6475
and	*	
SANDRA CAROL EDWARDS 414 Seward Avenue Baltimore, Maryland 21225 Mortgagors	*	

CLERK, CIRCUIT COURT

1979 JUL 27 PM 2:28 JUL 27-79 * 21196 *****50 00

QUEEN ANNE'S COUNTY JUL 27-79 A 21196 *****50 00

ORDER TO DOCKET SUIT

Mrs. Marguerite W. Mankin, Clerk:

You will please docket suit as per the above titling for foreclosure of the mortgage from HOWARD FRANKLIN EDWARDS and SANDRA CAROL EDWARDS, to CHARLES E. SMITH, TRUSTEE OF CHARLES E. SMITH, P.A., PENSION TRUST, dated January 10, 1977, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. No. 117, folio 218, 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

Charles E. Smith, Attorney
named in mortgage
P.O. Box 147
Grasonville, Maryland 21638
Telephone: 827-7550

LIBER 11 PAGE 472

STATE OF MARYLAND

QUEEN ANNE'S COUNTY to wit:

I HEREBY CERTIFY, That on this 27th day of July, 1979, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Charles E. Smith, Attorney, and made oath in due form of law that Howard Franklin Edwards and Sandra Carol Edwards, 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.

DORIS R. BITELY NOTARY PUBLIC Queen Anne's Co., Md.

Doris R. Bitely
NOTARY PUBLIC
My Commission Expires: 7/01/82

DOCUMENT NO. 87719

LIBER 117 PAGE 218

/Purchase Money

THIS MORTGAGE, made this 10th day of January, 1977, by and between HOWARD FRANKLIN EDWARDS and SANDRA CAROL EDWARDS, his wife parties of the first part, hereinafter referred to as MORTGAGOR, and CHARLES E. SMITH, TRUSTEE OF CHARLES E. SMITH, P.A., PENSION TRUST 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 Ten Thousand Five Hundred and no/100 Dollars ($ 10,500.00)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:

The aforesaid indebtedness and the interest to accrue thereon shall be payable in One Hundred Sixty Eight (168) equal consecutive monthly installments of principal and interest of One Hundred Sixteen Dollars and Thirty Seven Cents ($116.37) each, commencing on the 10th day of February, 1977, and continuing on the same day of each successive month thereafter until the mortgage indebtedness shall have been paid in full.

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, piece or parcel of land, situate, lying and being in Grasonville, in the Fifth Election District of Queen Anne's County, on the North side of the public road leading from Queenstown to Kent Island Narrows and bounded on the South by said road and on the East by the right-of-way conveyed to Walter Jewell by Christing Schaff by deed dated the 20th day of April, 1922 and recorded in Liber J.F.R. No. 8, folio 513, a Land Record Book for Queen Anne's County aforesaid, on the North by the property of or formerly of Walter Jewell and on the West by the property of or formerly of Samuel M. Dadds, et ux.

BEING all the same land conveyed unto the mortgagor herein by deed from Charles E. Smith, Trustee of Charles E. Smith, P.A. Pension Trust, dated the 10th day of January, 1977, 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 Case
NO. 117 FOLIO 218

1977 MAR 24 PM 3:05

RECORD FOR
QUEEN ANNE'S CO., MD.
CHARLES W. CECIL, CLERK

MAR 24-77 * 28737 ******8.00
MAR 24-77 A 28737 ******8.00

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

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

AND the Mortgagor covenants with the Mortgagee as follows: (1) To repay the indebtedness, together with interest, secured by this mortgage, when due, (2) to 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:

Barbara Ann Smith — Howard F. Edwards (SEAL)
Howard Franklin Edwards

Barbara Ann Smith — Sandra C. Edwards (SEAL)
Sandra Carol Edwards

STATE OF MARYLAND
COUNTY OF Queen Anne's

On this the 10th day of January, 19 77, before me, * Barbara Ann Smith, the undersigned officer, personally appeared HOWARD FRANKLIN EDWARDS and SANDRA CAROL EDWARDS, 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 Charles E. Smith, Trustee of Charles E. Smith, P.A. Pension Trust, the within named mortgagee and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, *(and that he is the duly authorized agent of the within named Mortgagee to make this affidavit.)*

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

BARBARA ANN SMITH NOTARY PUBLIC Queen Anne's Co.

Barbara Ann Smith
Notary Public

*If notary, insert the name of the officer who takes the acknowledgment.

My Commission Expires: 7/01/78

*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 21638 Attorney	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY
HOWARD FRANKLIN EDWARDS Grasonville, Maryland 21638	*	IN EQUITY
and	*	CHANCERY NO. 6475
SANDRA CAROL EDWARDS 414 Seward Avenue Baltimore, Maryland 21225 Mortgagors	*	

* * *

STATEMENT OF MORTGAGE INDEBTEDNESS

BALANCE DUE on Principal of Note dated January 10, 1977, in the gross amount of $10,500.00 by Howard Franklin Edwards and Sandra Carol Edwards, to Charles E. Smith, Trustee, of Charles E. Smith, P.A., Pension Trust $9,837.70

With earned interest through July 25, 1979 88.77

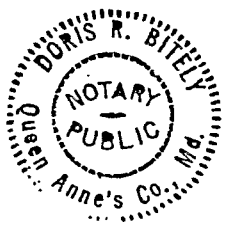
$9,926.47

Interest will accrue at the rate of $2.69 per day after July 25, 1979.

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S to wit:

THIS IS TO CERTIFY That on this 27th day of July, 1979, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared CHARLES E. SMITH, Attorney, and made oath in due form of law that the aforegoing Statement of Mortgage indebtedness due by Howard Franklin Edwards and Sandra Carol Edwards 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
My Commission Expires: 7/01/82

LIBER 2 11 PAGE 476
LIBER PAGE 302

Equity 6475

AETNA CASUALTY & SURETY COMPANY
HARTFORD, CONNECTICUT

****

Bond No. 98S15085

IN THE CIRCUIT COURT FOR Queen Annes County COUNTY, MARYLAND.

Charles E. Smith
Plaintiff

vs.
Howard Edwards and
Sandra Edwards
Defendant

Equity No. 6475

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 Ten Thousand and 00/100 - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 26 day of July in the year of our Lord One Thousand Nine Hundred and Seventy-Nine.

Whereas, the above bounden Charles E. Smith by virtue of the power contained in a mortgage from Howard Edwards and Sandra Edwards to Charles E. Smith Trustee for Charles Smith, PA, Pension Trust bearing date the 10 day of January, 1977 and recorded among the mortgage records of Queen Annes County in Liber No. GWC 117 Folio 918 and 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 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 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:

Charles E. Smith (SEAL)

(SEAL)

Witness:
Leora B. Baynard

AETNA CASUALTY & SURETY COMPANY
By Francis T. Willis
Francis T. Willis
Attorney-in-fact

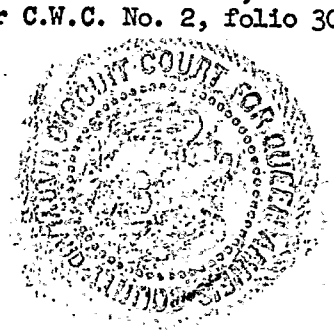
HARTFORD CONN.

3-29

SURETY APPROVED AND BOND FILED ON July 28, 1979

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 302, 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 July, Nineteen Hundred and Seventy-nine.

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

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ATTORNEY	*	
	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
HOWARD FRANKLIN EDWARDS	*	
AND	*	IN EQUITY
SANDRA CAROL EDWARDS	*	CHANCERY NO. 6475
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 HOWARD FRANKLIN EDWARDS AND SANDRA CAROL EDWARDS to CHARLES E. SMITH, TRUSTEE OF CHARLES E. SMITH, P.A., PENSION TRUST, dated January 10, 1977, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. No. 117, folio 218, 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 Aetena 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 Ten Thousand Dollars ($10,000.00) containing the conditions required by law relative to the foreclosure of mortgages under a power of sale contained therein.

That after having advertised the mortgaged premises for sale in accordance with the annexed Certificate of Advertisement in the Bay Times, a newspaper published in said County at least once each week for four (4) successive weeks, the first such publication being not less than twenty (20) days prior to sale, said attorney named in mortgage did attend on the property located on Route 18, next to the sewing factory in Grasonville, Queen Anne's County, Maryland, at the hour of 11:00 A.M., E.D.T., on Saturday, August 25, 1979, 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 Fifth Election District of Queen Anne's County, State of Maryland, and more particularly described in the above mentioned mortgage, and Advertisement of sale unto MILFORD A. ORNDORFF and PATRICIA L. ORNDORFF FOR THEMSELVES AND AS AGENT FOR ELSIE O. ORNDORFF they being the highest bidder therefore at and for the sum of Twelve Thousand Five Hundred Dollars ($12,500.00).

The purchasers have made a cash deposit of One Thousand Dollars ($1,000.00) as required by the Advertisement of Sale, and 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 Twelve Thousand Five Hundred Dollars ($12,500.00).

Respectfully submitted,

Charles E. Smith

STATE OF MARYLAND

QUEEN ANNE'S COUNTY to wit:

I HEREBY CERTIFY, That on this 25th day of August, 1979 before me, the subscriber, personally appeared Charles E. Smith, Attorney in the aforementioned proceedings, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made.

AND further made oath as aforesaid that there has been no change in the matters and facts set forth in the Affidavit as to the military service filed in this cause on July 27, 1979, and that the status of the parties mentioned in said Affidavit is the same as it was on the date of the filing of said Affidavit.

BARBARA ANN SMITH NOTARY PUBLIC Queen Anne's Co., Md.

Barbara Ann Smith
NOTARY PUBLIC

CERTIFICATE OF AUCTIONEER

I HEREBY CERTIFY, That I did sell at public auction:

ALL that lot, piece or parcel of land, situate, lying and being in Grasonville, in the Fifth Election District of Queen Anne's County on the North side of the public road leading from Queenstown to Kent Island Narrows and bounded on the South by said road and on the East by the right-of-way conveyed to Walter Jewell by Christing Schaff by deed dated the 20th day of April, 1922, and recorded in Liber J.F.R. No. 8, folio 513, a Land Record Book for Queen Anne's County aforesaid, on the North by the property of or formerly of Walter Jewell and on the West by the property of or formerly of Samuel M. Dadds, et ux.

BEING all the same land conveyed unto Howard Franklin Edwards and Sandra Carol Edwards by deed from Charles E. Smith, Trustee of Charles E. Smith, P.A. Pension Trust, dated the 10th day of Jamuary, 1977, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 117 folio 216.

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

On the property located on Route 18 next to the sewing factory in Grasonville, Queen Anne's County, Maryland, on Saturday, August 25, 1979, beginning at the hour of 11:00 O'Clock A.M., Eastern Daylight Time unto Milford A. Orndorff and Patricia L. Orndorff for themselves and as Agent for Elsie O. Orndorff

at and for the sum of Twelve Thousand Five Hundred Dollars

($ 12,500.00).

Auctioneer

CHARLES E. SMITH ATTORNEY	*	IN THE CIRCUIT COURT FOR
Vs.	*	
HOWARD FRANKLIN EDWARDS AND SANDRA CAROL EDWARDS	*	QUEEN ANNE'S COUNTY IN EQUITY
MORTGAGORS	*	CHANCERY NO. 6475

* * * * *

AFFIDAVIT OF PURCHASER

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

I HEREBY CERTIFY, that on this 25th day of August, 1979 before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Milford A. Orndorff and Patricia A. Orndorff purchasers at the forclosure sale of this cause and being duly authorized so to do, made oath in due form of law that they purchased all that lot, parcel or tract of land, with improvements, described in the Advertisement of Sale in this cause, for themselves and as Agent for Elsie O. Orndorff, that no others are interested in said sale as principal or principals, and that they did not directly or indirectly discourage anyone from bidding on said property.

WITNESS my hand and notarial seal.

BARBARA ANN SMITH NOTARY PUBLIC Queen Anne's Co., Md.

Barbara Ann Smith
Notary Public
My Commission Expires: 7/01/82

RECORDED
CLERK'S OFFICE
1979 AUG 28 AM 10:04
QUEEN ANNE'S COUNTY

Attorney's Sale

of

Valuable Fee Simple Real Estate

in Grasonville, Maryland

Saturday August 25, 1979

Under and by virtue of the power of sale contained in a mortgage from Howard Franklin Edwards and Sandra Carol Edwards to Charles E. Smith, Trustee, of Charles E. Smith, P.A., Pension Trust, dated January 10, 1977, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 117, folio 216; default having occurred in the terms of said mortgage. The undersigned attorney, being designated in said mortgage to exercise the power of sale, will offer at public auction on the premises, located on Route 18 next to the sewing factory, in Grasonville, Queen Anne's County, State of Maryland, at the hour of 11:00 O'clock a.m., Eastern Daylight Time on

SATURDAY
August 25, 1979

the following real estate to wit:

ALL that lot, piece or parcel of land, situate, lying and being in Grasonville, in the Fifth Election District of Queen Anne's County, on the North side of the public road leading from Queenstown to Kent Island Narrows and bounded on the South by said road and on the East by the right-of-way conveyed to Walter Jewell by Christing Schaff by deed dated the 20th day of April, 1922, and recorded in Liber J.F.R. No. 6, folio 513, a Land Record Book for Queen Anne's County aforesaid, on the North by the property of or formerly of Walter Jewell and on the West by the property of or formerly of Samuel M. Dadds, et ux.

BEING all the same land conveyed unto Howard Franklin Edwards and Sandra Carol Edwards by deed from Charles E. Smith, Trustee of Charles E. Smith, P.A., Pension Trust, dated the 10th day of January, 1977, and recorded among the land records of Queen Anne's County in Liber C.W.C. No. 117, folio 216.

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

IMPROVEMENTS: Single family residential house.

TERMS OF SALE: The purchaser(s) shall be required to deposit the sum of One Thousand Dollars ($1,000.00) in the form of cash, certified check or cashier's check on the day of sale. The balance of the purchase money with interest thereon at the rate of six (6) percent per annum to be paid in cash, certified check or cashier's check within ten (10) days from the date of ratification of sale by the Circuit Court for Queen Anne's County. Taxes and all other assessments will be adjusted to the date of final settlement. All transfer expenses, including deeds, title examination, documentary stamps, transfer taxes and notary fees are to be paid by the purchaser(s).

At the time and place of sale, the purchaser(s) will be required to make affidavit as required by Rule BR(b)3 of the Maryland Rules of Procedure.

Charles E. Smith
Attorney
Telephone: 301-827-7850

Joe Jackson, Jr.
Auctioneer

BT7-31

The Bay Times

P.O. Box 69, Stevensville, Md. 21666 8-23, 19 79

THE BAY TIMES, a body corporate, does hereby certify that the Attorneys sale

in the case/~~estate~~ of Mortgage from Howard Franklin Edwards & Sandra Carol Edwards to Charles E Smith Trustee, of Charles E Smith P.A., Pension Trust dated Jan. 10, 1977

a true copy of which is annexed hereto, was published in the BAY TIMES, a weekly newspaper published at Stevensville, in Queen Anne's County, Maryland, once a week for 4 successive weeks before the 23 day of August, 19 79, and that the first insertion of said advertisement in said BAY TIMES was on the 1 day of Aug, 19 79, and the last insertion on the 22 day of August, 19 79.

THE BAY TIMES

By Carolyn Dyer

RECEI
CLERK, CIRCUIT COURT
1979 AUG 28 AM 10: 05
QUEEN ANNE'S COUNTY

No. 512291

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL
(See Reverse)

SENT TO
Howard F. Edwards

STREET AND NO.

P.O., STATE AND ZIP CODE
Grasonville, MD 21638

POSTAGE		$ .15
CONSULT POSTMASTER FOR FEES — OPTIONAL SERVICES	CERTIFIED FEE	.80 ¢
	SPECIAL DELIVERY	¢
	RESTRICTED DELIVERY	¢
	RETURN RECEIPT SERVICE: SHOW TO WHOM AND DATE DELIVERED	.45 ¢
	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		$ 1.40

POSTMARK OR DATE
GRASONVILLE, MD AUG 9 1979 USPO

PS Form 3800, Apr. 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:
Howard Franklin Edwards
Grasonville, Md 21638

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	512291	

(Always obtain signature of addressee or agent)

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

4. Pam Cooke
DATE OF DELIVERY 8-10-79

POSTMARK GRASONVILLE, MD AUG 10 1979

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

☆ GOP: 1976—O-203-456

August 9, 1979

Mr. Howard Franklin Edwards
Grasonville, Maryland 21638

Dear Mr. Edwards:

Foreclosure proceedings have been filed in the Circuit Court for Queen Anne's County against the property mortgaged by Howard Franklin Edwards and Sandra Carol Edwards to Charles E. Smith, Trustee of Charles E. Smith, P.A., Pension Trust. 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 will be held on the premises on Saturday, August 25, 1979, at 11:00 O'Clock A.M., Eastern Daylight Time. This sale may be cancelled prior to the proposed sale by payment of the principal and interest due to the mortgagee 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

Certified Mail

RECEIVED
CLERK, CIRCUIT COURT
1979 AUG 28 AM 10:04
QUEEN ANNE'S COUNTY

No. 512292

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL
(See Reverse)

SENT TO Sandra Carol Edwards	
STREET AND NO. 414 Seward Avenue	
P.O., STATE AND ZIP CODE Baltimore, MD 21225	
POSTAGE	$ .15
CERTIFIED FEE	80 ¢
SPECIAL DELIVERY	¢
RESTRICTED DELIVERY	¢
SHOW TO WHOM AND DATE DELIVERED	45 ¢
SHOW TO WHOM, DATE, AND ADDRESS OF DELIVERY	¢
SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	¢
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	¢
TOTAL POSTAGE AND FEES	$ 1.40
POSTMARK OR DATE	GRASONVILLE MD AUG 9 1979

CONSULT POSTMASTER FOR FEES — OPTIONAL SERVICES — RETURN RECEIPT SERVICE

PS Form 3800, Apr. 1976

August 9, 1979

[illegible]rol Edwards
414 Seward Avenue
Baltimore, MD 21225

Dear Mrs. Edwards:

Foreclosure proceedings have been filed in the Circuit Court for Queen Anne's County against the property mortgaged by Howard Franklin Edwards and Sandra Carol Edwards to Charles E. Smith, Trustee of Charles E. Smith, P.A., Pension Trust. 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 will be held on the premises on Saturday, August 25, 1979, at 11:00 O'Clock A.M., Eastern Daylight Time. This sale may be cancelled prior to the proposed sale by payment of the principal and interest due to the mortgagee 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

Certified Mail

RECEIVED
CLERK, CIRCUIT COURT
1979 AUG 28 AM 10:04
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).
- [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. ~~Sandra~~ Carol Edwards
414 Seward Avenue
Baltimore, MD 21225

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	512292	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE [ ] Addressee [ ] Authorized agent
Sandra C Edwards

4. DATE OF DELIVERY 8-10-79

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

POSTMARK: GRASONVILLE MD AUG 9 1979

CLERK'S INITIALS

☆ GPO: 1976—O-203-456

ORDER NISI ON SALE

CHARLES E. SMITH, Attorney vs. HOWARD FRANKLIN EDWARDS and SANDRA CAROL EDWARDS	In the Circuit Court for Queen Anne's County In Equity Cause No. 6475

ORDERED, this 28th day of August, 19 79, 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 28th day of September, 19 79, 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 September, 19 79.

The report states the amount of sales to be $12,500.00.

Marguerite H. Mankin Clerk

Filed August 28, 1979

ORDER NISI ON SALE
CHARLES E. SMITH,
Attorney
vs.
HOWARD FRANKLIN EDWARDS and SANDRA CAROL EDWARDS
In The Circuit Court for Queen Anne's County
In Equity
Cause No. 6475

ORDERED, this 28th day of August, 1979, 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 28th day of September, 1979, 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 September, 1979.

The report states the amount of sales to be $12,500.00.

Marguerite W. Mankin,
Clerk

Filed August 28, 1979
True Copy, Test:
Marguerite W. Mankin,
Clerk
By Betty M. Comegys
Deputy Clerk

RO8-29-3t

Betty

The Bay Times

69

P.O. Box ~~52~~, Stevensville, Md. 21666 9-19, 19 79

THE BAY TIMES, a body corporate, does hereby certify that the Order Nisi

in the case/~~estate~~ of Charles E. Smith vs. Howard Franklin Edwards & Sandra Carol Edwards 28th day of August 79 - Sale of the real property made & reported in this cause by Charles E. Smith attorney.

a true copy of which is annexed hereto, was published in the BAY TIMES, a weekly newspaper published at Stevensville, in Queen Anne's County, Maryland, once a week for 3 successive weeks before the 20th day of Sept, 19 79, and that the first insertion of said advertisement in said BAY TIMES was on the 5th day of September, 19 79, and the last insertion on the 19 day of September, 19 79

THE BAY TIMES

By Carolyn Dyer

FILED
SEP 27 1979
CIRCUIT COURT
QUEEN ANNE'S CO.

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ATTORNEY	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
HOWARD FRANKLIN EDWARDS	*	IN EQUITY
and	*	CHANCERY NO. 6475
SANDRA CAROL EDWARDS	*	

* * *

FINAL ORDER OF RATIFICATION OF SALE

IT IS ORDERED, this 28th day of September, 1979, by the Circuit Court for Queen Anne's County, IN EQUITY, that the sale of the real estate made and reported in this cause by 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.

R. Thomas Evernham
JUDGE

CHARLES E. SMITH Attorney named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
HOWARD FRANKLIN EDWARDS	*	IN EQUITY
AND	*	NO. 6475
SANDRA CAROL EDWARDS	*	
	*	

* * *

TO THE HONORABLE, THE JUDGE OF SAID COURT:

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

1. That this account is stated at the request of Charles E. Smith, Attorney named in Mortgage, wherein it appears that the proceeds of sale are 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 fire insurance premiums, the balance due on the mortgage indebtedness, and the fee and expenses of your auditor, and the balance was distributed to the mortgagors.

Respectfully submitted,

J. Thomas Clark
Auditor

CAUSE NO. 6475

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:----------$12,500.00

Interest to date of purchase ---------- 61.81

$12,561.81

Dr.

To Charles E. Smith, Attorney named in Mortgage (and vendor), per terms of mortgage, to wit: 1-His commissions for making sale----$775.00 2-His fee for his services---------- 500.00		1,275.00
To do, for an amount paid Marguerite W. Mankin, Clerk, for Court Costs, per receipt exhibited, to wit:----------		127.00
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:----------		40.00
To do, for an amount paid Joseph Jackson, Auctioneer, for crying said sale on August 25, 1979, per rules of Court, the sum of ----------		31.25
To do, for amount paid Bay Times per its receipts exhibited, to wit: 1-For publishing Notice of sale------$166.00 2-Order Nisi of Sale ---------- 36.00		202.00
To do, for amount paid U.S. Post Office for certified mail, notice to mortgagors, per its receipts exhibited, to wit----------		2.80

October 22, 1979

James Thomas Clark, Auditor

To do, for amount paid Avon Dixon Agency, Inc., for fire insurance, per its receipt exhibited, to wit:--------		37.00
To J. Thomas Clark, Auditor, as follows:		
1-His fee for stating audit----------	$45.00	
2- His expenses involved in stating audit and notifying parties----------	10.00	55.00
To Charles E. Smith, Trustee, for balance due on mortgage indebtedness including interest for sixty days after date of sale per Section 7-105 of Real Property Article, to wit:----------		10,085.18
To Sandra Carol Edwards, one-half of surplus from proceeds of sale, to wit:----------		353.29
To Howard Franklin Edwards one-half of surplus from proceeds of sale, to wit: ----------		353.29
		$12,561.81

October 22nd, 1979

J. Thomas Clark
Auditor

CHARLES E. SMITH Attorney named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
HOWARD FRANKLIN EDWARDS	*	IN EQUITY
AND	*	NO. 6475
SANDRA CAROL EDWARDS	*	
	*	

* * *

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on October 22nd, 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 to this cause, to wit:

Charles E. Smith
Attorney named in Mortgage
Grasonville, MD 21638

Howard Franklin Edwards
Grasonville, MD 21638

Sandra Carol Edwards
414 Seward Avenue
Baltimore, MD 21225

Pursuant to Rule 12d, Rules of the Second Judicial Circuit of Maryland, a copy of the audit duly certified by the undersigned, was mailed to each of the above named persons at the above stated addresses, and pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on October 22nd, 1979, with the Clerk of the Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before November 6th, 1979, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on November 7th, 1979.

J. Thomas Clark
Auditor

CHARLES E. SMITH, Attorney	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6475
HOWARD FRANKLIN EDWARDS, et al.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 22nd day of October, 19 79, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 7th day of November, 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. Martin Clerk

Filed October 22, 1979

CHARLES E. SMITH, Attorney	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6475
	*	
HOWARD FRANKLIN EDWARDS, et al.	*	
	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 7th day of November, 19 79, by the Court that the account of the Auditor is finally ratified and confirmed, and Charles E. Smith, Attorney, ~~[illegible]~~ is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Marguerite H. Maskin Clerk

Filed November 7, 1979

LIBER 11 PAGE 494

THOMAS J. NORRIS AND GEORGE E. RULLMAN, JR., Trustees 7 Willow Street Annapolis, Maryland 21401	*	IN THE CIRCUIT COURT
PLAINTIFFS	*	FOR
-vs	*	QUEEN ANNE'S COUNTY
DONALD E. CARLSON AND WANDA L. CARLSON, his wife B 25-1 McKay Road Bay City, Maryland 21666	*	EQUITY NO. 6328
DEFENDANTS		

* * * * * * * * * *

MR. CLERK:

JAN 11-79 * 24116 *****50 00
JAN 11-79 A 524116 *****50 00

Please docket the above entitled case and file the original Note, Deed of Trust, Statement of Debt Due under Deed of Trust Note, Military Affidavit and Copy of Advertisement.

J. B. STEVENS, JR., Attorney for Trustees

RECEIVED
CLERK, CIRCUIT COURT
1979 JAN 11 PM 3:49
QUEEN ANNE'S COUNTY

Call Tuppe 758-1392

NOTE

#-0114190

US $ 45,500.00 ANNAPOLIS, Maryland
City

NOVEMBER 1st, 19 77

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, or order, the principal sum of FORTY FIVE THOUSAND FIVE HUNDRED AND 00/100 ($45,500.00) Dollars, with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of NINE (9%) percent per annum. Principal and interest shall be payable at 2024 West Street, Annapolis, Maryland 21401, or such other place as the Note holder may designate, in consecutive monthly installments of THREE HUNDRED SIXTY SIX AND 12/100 Dollars (US $ 366.12), on the FIRST day of each month beginning JANUARY 1, 19 78. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on DECEMBER 1, 2007.

If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to Borrower, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Note holder. The date specified shall not be less than thirty days from the date such notice is mailed. The Note holder may exercise this option to accelerate during any default by Borrower regardless of any prior forbearance. If suit is brought to collect this Note, the Note holder shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney's fees.

Borrower shall pay to the Note holder a late charge of FIVE (5%) percent of any monthly installment not received by the Note holder within FIFTEEN (15) days after the installment is due.

Borrower may prepay the principal amount outstanding in whole or in part. The Note holder may require that any partial prepayments (i) be made on the date monthly installments are due and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note holder shall otherwise agree in writing.

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 successors and assigns.

Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, or to such other address as Borrower may designate by notice to the Note holder. Any notice to the Note holder shall be given by mailing such notice by certified mail, return receipt requested, to the Note holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower.

The indebtedness evidenced by this Note is secured by a Deed of Trust, dated November 1st, 1977, and reference is made to the Deed of Trust for rights as to acceleration of the indebtedness evidenced by this Note.

Donald E. Carlson (Seal)
DONALD E. CARLSON

B 25-1 McKay Road
Bay City, Maryland 21666
Property Address

Wanda L. Carlson (Seal)
WANDA L. CARLSON

(Seal)
(Execute Original Only)

MARYLAND—1 to 4 Family—6/75—FNMA/FHLMC UNIFORM INSTRUMENT

LIBER 11 PAGE 496

DOCUMENT NO. 90,940

LIBER 127 PAGE 652

FINANCING STATEMENT

2938-kl

DEED OF TRUST

14190

THIS DEED OF TRUST is made this 1st day of NOVEMBER, 1977, among the Grantor, DONALD E. CARLSON AND WANDA L. CARLSON, his wife (herein "Borrower"), THOMAS J. NORRIS AND GEORGE E. RULLMAN, JR. (herein "Trustee"), and the Beneficiary, FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 2024 West Street, Annapolis, Maryland 21401 (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of QUEEN ANNE'S, State of Maryland:

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 ofMaryland, being known and designated as Lot No. 1, Block 25, Section 2, Bay City, as more particularly shown on a plat entitled, "Plat 2, Section 2, Bay City", by Purdum and Jeschke, engineers and land surveyors, dated October 17, 1958, and recorded October 17, 1958 among the Land Records of Queen Anne's County in Liber T.S.P. No. 43, folio 306.

BEING the same property conveyed to DONALD E. CARLSON AND WANDA L. CARLSON, his wife, by SUSAN B. CANFIELD, by Deed of even date herewith and intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto.

RECEIVED
CLERK. CIRCUIT COURT
1977 NOV -7 AM 10: 00
QUEEN ANNE'S COUNTY

NOV -7-77 * 28215 *****18.00
NOV -7-77 A 28215 *****18.00

which has the address of B 25-1 McKay Road, Bay City, Maryland 21666,
[Street] [City]
(herein "Property Address");
[State and Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated November 1, 1977 (herein "Note"), in the principal sum of FORTY FIVE THOUSAND FIVE HUNDRED AND 00/100 ($45,500.00) Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 2007; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall mail or cause Trustee to mail written notice of sale to Borrower in the manner prescribed by applicable law. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender, or Lender's designee, may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, Trustee's fees of ..5..% of the gross sale price, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. The receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Deed of Trust, not including sums advanced in accordance herewith to protect the security of this Deed of Trust, exceed the original amount of the Note.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall release this Deed of Trust without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the city or county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Donald E. Carlson .....(Seal)
DONALD E. CARLSON —Borrower

Wanda L. Carlson .....(Seal)
WANDA L. CARLSON —Borrower

STATE OF MARYLAND, ... ANNE ARUNDEL ..... County ss:

I Hereby Certify, That on this ..... 1st ..... day of .. NOVEMBER ....., 1977 .., before me, the subscriber, a Notary Public of the State of Maryland, in and for the ... COUNTY AFORESAID ....., personally appeared ... DONALD E. CARLSON AND WANDA L. CARLSON, his wife ....., known to me or satisfactorily proven to be the person(s) whose name(s) ... are ..... subscribed to the within instrument and acknowledge that they executed the same for the purposes therein contained.

As WITNESS: my hand and notarial seal.

My Commission expires: July 1, 1978 Donna B. Kinnaman .....
Donna B. Kinnaman Notary Public

STATE OF .... MARYLAND, ANNE ARUNDEL ..... County ss:

I Hereby Certify, That on this ..... 1st ..... day of ... NOVEMBER ....., 1977 .., before me, the subscriber, a Notary Public of the State of ... MARYLAND ..... and for the .. COUNTY AFORESAID ...., personally appeared ... GEORGE E. RULLMAN, JR. ...., the agent of the party secured by the foregoing Deed of Trust, and made oath in due form of law that the consideration recited in said Deed of Trust is true and bona fide as therein set forth and that the amount of the loan secured by the foregoing Deed of Trust was disbursed by the party or parties secured to the Borrower or to the person responsible for disbursement of funds in the closing transaction or their respective agent at a time no later than the execution and delivery by the Borrower of this Deed of Trust; and also made oath that he is the agent of the party or parties secured and is duly authorized to make this affidavit.

As WITNESS: my hand and notarial seal.

My Commission expires: July 1, 1978 Donna B. Kinnaman .....
Donna B. Kinnaman Notary Public

THIS IS TO CERTIFY that the within instrument was prepared under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of the State of Maryland.

George E. Rullman Jr.
GEORGE E. RULLMAN, JR.

(Space Below This Line Reserved For Lender and Recorder)

STATE OF MARYLAND,
QUEEN ANNE'S COUNTY, SCT.
I HEREBY CERTIFY THAT
THIS Deed of Trust WAS
RECEIVED FOR RECORD THIS 2 DAY OF Nov 1977 AT 12:00 A.M.
AND RECORDED IN
LIBER 652 Folio 652 AND BOOK FOR QUEEN ANNE'S
COUNTY
Charles N. Crain CLERK

RULLMAN & STEVENS, CHARTERED
7 WILLOW ST., ~~P. O.~~ BOX 1990
ANNAPOLIS, MD. 21404

$18.00 Pd.

90,940

FINANCING STATEMENT

THOMAS J. NORRIS AND GEORGE E. RULLMAN, JR., Trustees	*	IN THE
Plaintiffs	*	CIRCUIT COURT
-vs-	*	FOR
DONALD E. CARLSON AND WANDA L. CARLSON, his wife	*	QUEEN ANNE'S COUNTY
Defendants	*	EQUITY NO. 6328

* * * * * * * * * * *

STATEMENT OF DEBT DUE UNDER DEED OF TRUST NOTE

Original Principal Amount of Deed of Trust Note:	$45,500.00
Less Payments on Account of Principal:	178.05
BALANCE DUE ON PRINCIPAL:	$45,321.95
Plus Debit Balance in Escrow Account:	144.82
Plus Interest Due from September 1, 1978 to January 9, 1979	2,152.75
Plus Late Charges Due from September 16, 1978 to November 16, 1978	54.93
Total Debt Claimed:	$47,674.45

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 9th day of JANUARY, 1979, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. DEAN SUNDERLAND, Department Head, Mortgage Servicing, of First Federal Savings and Loan Association of Annapolis, and agent of the holder of the trust in the above entitled case, and made oath that the foregoing is a true statement of the debt due under the Deed of Trust Note filed in the said case remaining due and unpaid as of January 9th, 1979, to the said holder of the Trust.

AS WITNESS my hand and Notarial Seal.

Kathleen I. Lynch
Kathleen I. Lynch, NOTARY PUBLIC

My commission expires: July 1, 1982

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 9th day of JANUARY, 19 79, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County,

J. B. STEVENS, JR., Attorney for and Agent for
First Federal Savings and Loan Association of Annapolis,
and Thomas J. Norris and George E. Rullman, Jr., Trustees,

plaintiff s, in the above entitled cause, and made oath, in due form of law, that defendant
(Here, state facts showing that the defendant is not in the military service of the United States of America.)

and is 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 9th day of JANUARY, 19 79.

KATHLEEN I. LYNCH NOTARY PUBLIC ANNE ARUNDEL COUNTY

Notarial Seal

Kathleen I. Lynch
Kathleen I. Lynch *Notary Public.*

My Commission will expire on: July 1, 1982

Filed,

GEN.-1
THE PAUL CO.

JOE JACKSON .....AUCTIONEER

PUBLIC SALE

OF

VALUABLE RESIDENTIAL PROPERTY

SITUATE ON KENT ISLAND, IN THE SUBDIVISION OF BAY CITY, IN THE FOURTH ELECTION DISTRICT OF QUEEN ANNE'S COUNTY, MARYLAND, improved by a 1-1/2 story Contemporary Dwelling, with Redwood Siding, Fireplace, 1-3/4 baths, Three Bedrooms and Cathedral Ceiling and Deck.

Under and by virtue of the power of sale contained in a Deed of Trust from Donald E. Carlson and Wanda L. Carlson, his wife, to Thomas J. Norris and George E. Rullman, Jr., Trustees, securing First Federal Savings and Loan Association of Annapolis, dated November 1st, 1977 and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 127, folio 652, J. B. Stevens, Jr., Attorney for Trustees to make sale of the property described in said Deed of Trust, default having occurred thereunder, will offer for public sale at the Court House Door, in the City of Centreville, Queen Anne's County, Maryland, on Friday, February 2, 1979, at 11:00 a.m.

the following described property, namely:

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, being known and designated as Lot No. 1, Block 25, Section 2, Bay City, as more particularly shown on a plat entitled, "Plat 2, Section 2, Bay City", by Purdum and Jeschke, engineers and land surveyors, dated October 17, 1958 and recorded October 17, 1958 among the Land Records of Queen Anne's County in Liber TSP No. 43, folio 306.

BEING the same property conveyed to DONALD E. CARLSON AND WANDA L. CARLSON, his wife, by SUSAN B. CANFIELD, by Deed dated November 1, 1977 and recorded among the Land Records of Queen Anne's County on November 7, 1977 in Liber C.W.C. No. 127, folio 650.

TERMS OF SALE: A deposit of $3,500.00 will be required of the purchaser or purchasers on the day of sale, balance of purchase money upon final ratification of sale, in cash, with interest at the rate of 10%. Taxes and public charges to be adjusted to the day of sale. Transfer taxes, documentary stamps and all other settlement charges to be paid by Buyer.

J. B. STEVENS, JR.
Attorney for Trustees
7 Willow Street
Annapolis, Maryland 21401

THOMAS J. NORRIS and GEORGE E. RULLMAN, JR., Trustees 7 Willow Street Annapolis, Maryland 21401	*	IN THE CIRCUIT COURT
PLAINTIFFS,	*	FOR
vs.	*	QUEEN ANNE'S COUNTY
DONALD E. CARLSON and WANDA L. CARLSON, his wife B 25-1 McKay Road Bay City, Maryland 21666	*	EQUITY NO. 6,328
DEFENDANTS.	*	

* * * * * * * * *

PETITION, ORDER OF COURT AND RECEIPT FOR PAPERS
(TO WITHDRAW ORIGINAL NOTE)

The Plaintiffs beg leave of the Court to withdraw the original note in the above-entitled cause, upon the substitution of a photostatic copy in lieu thereof.

RECEIVED
CLERK, CIRCUIT COURT
1979 JAN 16 AM 10: 58
QUEEN ANNE'S COUNTY

J. B. STEVENS, JR., Attorney for Trustees

Leave granted as prayed this 18th day of January, 1979.

JUDGE

Received Papers in above case.

Trippe Callaton, Jr.
Attorney for

Dated 19th day of January, 1979.

RECEIVED
CLERK, CIRCUIT COURT
1979 JAN 18 PM 4: 24
QUEEN ANNE'S COUNTY

THOMAS J. NORRIS and GEORGE E. RULLMAN, JR., Trustees	*	IN THE
	*	CIRCUIT COURT
Plaintiffs	*	FOR
- VS -	*	QUEEN ANNE'S COUNTY
DONALD E. CARLSON and WANDA L. CARLSON, his wife	*	EQUITY NO. 6328

* * *

VERIFICATION IN COMPLIANCE WITH
RULE W 74 a., 2., (c)

I do solemnly declare and affirm under the penalties of perjury that I have complied with Maryland Rule W 74 a., 2., (c).

J. B. STEVENS, JR.
Attorney for Trustees
7 Willow Street
Annapolis, Maryland - 21401
(301) 263-4433

Eq. 6328 Liber 2 Folio 268

IN THE CIRCUIT COURT OF Queen Annes County
STATE OF MARYLAND

First Federal Savings & Loan Association of Annapolis VERSUS Donald E. Carlson and Wanda L. Carlson	Equity # 6328 BOND OF TRUSTEE TO SELL

KNOW ALL MEN BY THESE PRESENTS: That we,

Thomas J. Norris and George E. Rullman, Jr.

and the Fireman's Fund Insurance Co. as Principal, under the laws of the State of California, a body corporate, duly incorporated and duly authorized by its charter to transact surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of

Fifty Two Thousand Dollars ($ 52,000.)

to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 2nd day of February in the year of our Lord one thousand, nine hundred and seventy nine

WHEREAS THE ABOVE BOUNDEN Thomas J. Norris and George E. Rullman, Jr.

by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Annes County have been appointed trustees to sell B25-1 McKay Road Bay City, Stevensville, Maryland mentioned in the proceedings in the case of

First Federal Savings & Loan Association of Annapolis

versus

Donald E. Carlson and Wanda L. Carlson

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden Thomas J. Norris and George E. Rullman, Jr.

do and shall well and faithfully perform the trust reposed in by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Thomas J. Norris (SEAL)

George E. Rullman, Jr. (SEAL)

(SEAL)

Fireman's Fund Insurance Company
By: Charlotte Dudrow
Charlotte Dudrow
Attorney-in-Fact

Anita B. Bouchelle

CLERK OF CIRCUIT COURT
1979 FEB -2 PM 3 39
QUEEN ANNE'S COUNTY

SURETY APPROVED AND BOND FILED ON 2/2/79

CERTIFIED COPY OF POWER OF ATT 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 268, 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 3rd day of February, 1979.

Marguerite W. Mankin

Clerk of the Circuit Court for Queen Anne's County

TRUSTEE TO SELL

Eq 6328

IN THE CIRCUIT COURT OF Queen Annes County
STATE OF MARYLAND

First Federal Savings & Loan Association of Annapolis

VERSUS

Donald E. Carlson and Wanda L. Carlson

BOND OF TRUSTEE TO SELL

KNOW ALL MEN BY THESE PRESENTS: That we,

Thomas J. Norris and George E. Rullman, Jr.

as Principal, and the Fireman's Fund Insurance Co., a body corporate, duly incorporated under the laws of the State of California and duly authorized by its charter to transact surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of

Five Thousand Six Hundred Fifty Dollars ($ 5,650.00)

to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 2nd day of February in the year of our Lord one thousand, nine hundred and seventy nine.

WHEREAS THE ABOVE BOUNDEN Thomas J. Norris and George E. Rullman, Jr. by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Annes County have been appointed trustees to sell

B25-1McKay Road
Bay City, Stevensville, Maryland

mentioned in the proceedings in the case of

First Federal Savings & Loan Association of Annapolis
versus
Donald E. Carlson and Wanda L. Carlson

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden Thomas J. Norris and George E. Rullman, Jr. do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Tamara R. Palmer
Tamara R. Palmer
Dorothy L. Diffee

Thomas J. Norris (SEAL)
George E. Rullman, Jr. (SEAL)
(SEAL)
Fireman's Fund Insurance Company
By: Charlotte Dudrow
Charlotte Dudrow
Attorney-in-Fact

CLERK
1979 FEB 14 AM 10 49
QUEEN ANNE'S COUNTY

SURETY APPROVED AND BOND FILED ON 2-14-79

CERTIFIED COPY OF POWER
OF ATTORNEY ATTACHED

LIBER 2 PAGE 271
LIBER 11 PAGE 507

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 271, 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 February, 1979.

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

THOMAS J. NORRIS AND
GEORGE E. RULLMAN, JR., Trustees *

Plaintiffs

*

-vs-

DONALD E. CARLSON AND *
WANDA L. CARLSON, his wife

Defendants *

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

EQUITY NO. 6328

* * * * * * * * *

TRUSTEES' REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Thomas J. Norris and George E. Rullman, Jr., Trustees named in Deed of Trust on real estate mentioned in these proceedings respectfully shows:

That under and by virtue of the power of sale contained in a Deed of Trust from Donald E. Carlson and Wanda L. Carlson, his wife, to Thomas J. Norris and George E. Rullman, Jr., Trustees, securing First Federal Savings and Loan Association of Annapolis, dated November 1st, 1977 and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 127, folio 652, to make sale of the property therein described in case of default and default having occurred thereunder, the said Thomas J. Norris and George E. Rullman, Jr., Trustees, after having given bond with approved surety and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Queen Anne's Record-Observer, a weekly newspaper published in Queen Anne's County, and by handbills distributed to selected real estate agents prior to the sale, at the place of sale and elsewhere, and after having complied with all other requisites of the Deed of Trust and of the law for such cases made and provided, offered the property in said Deed of Trust described for sale by public sale at the Court House Door in the City of Centreville, Maryland, on Friday, February 2, 1979 at 11:00 A.M. and then and there sold the property to MARY E. FORD, whose mailing address is 408 Beach Drive, Annapolis, Maryland 21403 at and for the sum of FIFTY SEVEN THOUSAND SIX HUNDRED FIFTY AND 00/100 DOLLARS ($57,650.00), she then and there being the highest bidder therefor, which property is described as

follows:

ALL THAT lot or parcel of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, being known and designated as Lot No. 1, Block 25, Section 2, Bay City, as more particularly shown on a plat entitled, "Plat 2, Section 2, Bay City", by Purdum and Jeschke, engineers and land surveyors, dated October 17, 1958 and recorded October 17, 1958 among the Land Records of Queen Anne's County in Liber TSP No. 43, folio 306.

BEING the same property conveyed to DONALD E. CARLSON AND WANDA L. CARLSON, his wife, by SUSAN B. CANFIELD, by Deed dated November 1, 1977 and recorded among the Land Records of Queen Anne's County on November 7, 1977 in Liber C.W.C. No. 127, folio 650.

AND THE said Trustees further report that they have received from the said purchaser the deposit required by the terms of sale and have also received the purchaser's agreement to comply with the terms of sale, which are as follows:

TERMS OF SALE: A deposit of $3,500.00 will be required of the purchaser or purchasers on the day of sale, balance of purchase money upon final ratification of sale, in cash, with interest at the rate of 10%. Taxes and public charges to be adjusted to the day of sale. Transfer taxes, documentary stamps and all other settlement charges to be paid by Buyer.

Respectfully submitted,

George E. Rullman

GEORGE E. RULLMAN, JR., TRUSTEE

Thomas J. Norris

THOMAS J. NORRIS, TRUSTEE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 8th day of FEBRUARY, 1979, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared GEORGE E. RULLMAN, JR. AND THOMAS J. NORRIS, Trustees named in Deed of Trust as aforesaid, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true and correct as therein set forth and that the Sale was

fairly made.

AS WITNESS my hand and Notarial Seal.

Kathleen I. Lynch NOTARY PUBLIC

My commission expires: July 1, 1982

I HEREBY CERTIFY that I bid on the property described on the reverse side hereof at public sale at the Court House Door in the City of Centreville, Queen Anne's County, State of Maryland, on Friday, February 2, 1979 at 11:00 A.M. at and for the sum of FIFTY SEVEN THOUSAND SIX HUNDRED FIFTY DOLLARS ($ 57,650.00), I then and there being the highest bidder thereof, in the name of MARY E. FORD, AND I/~~We~~ agree to comply with the terms of sale as expressed on the reverse side hereof.

Mary E. Ford

Purchasers

I HEREBY CERTIFY that I, as Auctioneer, did sell the property described on the reverse side hereof at public sale, on Friday, February 2, 1979 at 11:00 A.M., to MARY E. FORD, at and for the sum of FIFTY SEVEN THOUSAND SIX HUNDRED FIFTY DOLLARS ($ 57,650.00), she then and there being the highest bidder(s) therefor; I further certify that the sale was fairly made.

Auctioneer

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 2nd day of FEBRUARY, 1979, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MARY E. FORD, the purchaser(s) of the real estate described on the reverse side hereof and made oath in due form of law:

1. That she has not, directly, or indirectly, discouraged anyone from bidding for the said property and that the sale was open to all bidders.

2. That in this purchase she was not acting as agent for anyone.

3. That the only other person interested in this purchase is - NONE.

Mary E. Ford
PURCHASERS

WITNESS my hand and Notarial Seal.

George E. Rullman, Jr. NOTARY PUBLIC

My commission expires: July 1, 1982

JOE JACKSON .....AUCTIONEER

PUBLIC SALE

OF

VALUABLE RESIDENTIAL PROPERTY

SITUATE ON KENT ISLAND, IN THE SUBDIVISION OF BAY CITY, IN THE FOURTH ELECTION DISTRICT OF QUEEN ANNE'S COUNTY, MARYLAND, improved by a 1-1/2 story Contemporary Dwelling, with Redwood Siding, Fireplace, 1-3/4 baths, Three Bedrooms and Cathedral Ceiling and Deck.

Under and by virtue of the power of sale contained in a Deed of Trust from Donald E. Carlson and Wanda L. Carlson, his wife, to Thomas J. Norris and George E. Rullman, Jr., Trustees, securing First Federal Savings and Loan Association of Annapolis, dated November 1st, 1977 and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 127, folio 652, J. B. Stevens, Jr., Attorney for Trustees to make sale of the property described in said Deed of Trust, default having occurred thereunder, will offer for public sale at the Court House Door, in the City of Centreville, Queen Anne's County, Maryland, on

Friday, February 2, 1979

at 11:00 A.M.

the following described property, namely:

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, being known and designated as Lot No. 1, Block 25, Section 2, Bay City, as more particularly shown on a plat entitled, "Plat 2, Section 2, Bay City", by Purdum and Jeschke, engineers and land surveyors, dated October 17, 1958 and recorded October 17, 1958 among the Land Records of Queen Anne's County in Liber TSP No. 43, folio 306.

BEING the same property conveyed to DONALD E. CARLSON AND WANDA L. CARLSON, his wife, by SUSAN B. CANFIELD, by Deed dated November 1, 1977 and recorded among the Land Records of Queen Anne's County on November 7, 1977 in Liber C.W.C. No. 127, folio 650.

TERMS OF SALE: A deposit of $3,500.00 will be required of the purchaser or purchasers on the day of sale, balance of purchase money upon final ratification of sale, in cash, with interest at the rate of 10%. Taxes and public charges to be adjusted to the day of sale. Transfer taxes, documentary stamps and all other settlement charges to be paid by Buyer.

J. B. STEVENS, JR.
Attorney for Trustees
7 Willow Street
Annapolis, Maryland 21401

ORDER NISI ON SALE

THOMAS J. NORRIS AND GEORGE E. RULLMAN, Jr., Trustees vs. DONALD E. CARLSON AND WANDA L. CARLSON, his wife	In the Circuit Court for Queen Anne's County In Equity Cause No. 6328

ORDERED, this 14th day of February, 19 79, that the sale of the real property, made and reported in this cause by George E. Rullman, Jr. and Thomas J. Norris, Trustees, be ratified and confirmed, on or after the 19th day of March, 19 79, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 12th day of March, 19 79.

The report states the amount of sales to be $ 57,650.00.

Marguerite H. Rankin Clerk

Filed February 14, 1979

March 19 ..... 1979.

THIS IS TO CERTIFY, That the annexed

Order Nisi, Cause No. 6328

..... 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 .....8..... day of March ..... 19.79....

BAY PUBLISHING CORPORATION
Publishers

By Glyssia Welch

RECEIVED
CLERK, CIRCUIT COURT
1979 MAR 19 PM 1:35
QUEEN ANNE'S COUNTY

ORDER NISI ON SALE
THOMAS J. NORRIS AND
GEORGE E. RULLMAN, JR., Trustees
vs.
DONALD E. CARLSON AND
WANDA L. CARLSON, his wife
In The Circuit Court
for Queen Anne's County
In Equity
Cause No. 6328

ORDERED, this 14th day of February, 1979, that the sale of the real property, made and reported in this cause by George E. Rullman, Jr. and Thomas J. Norris, Trustees, be ratified and confirmed, on or after the 19th day of March, 1979, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 12th day of March, 1979.

The report states the amount of sales to be $57,650.00.

Marguerite W. Mankin, Clerk

Filed February 14, 1979

True Copy, Test:

Marguerite W. Mankin, Clerk
By: Betty M. Comegys
Deputy Clerk

RO2-21-3t

THOMAS J. NORRIS AND GEORGE E. RULLMAN, JR., Trustees	*	IN THE
	*	CIRCUIT COURT
Plaintiffs		FOR
-vs-	*	QUEEN ANNE'S COUNTY
DONALD E. CARLSON AND WANDA L. CARLSON, his wife	*	EQUITY NO. 6328
Defendants		

* * * * * * *

FINAL ORDER

ORDERED BY THE COURT, this 21st day of March, 1979, that the sale made and reported by the 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 said cause; and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

R. Thomas Freeman
JUDGE

THOMAS J. NORRIS and
GEORGE E. RULLMAN, JR.,
Trustees

vs.

DONALD E. CARLSON and
WANDA L. CARLSON, his wife

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 6328

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 Thomas J. Norris and George E. Rullman, Jr., Trustees, wherein it appears that the proceeds of sale are sufficient to pay the mortgage indebtedness and balance of the proceeds were directed to be paid to the Mortgagees.

2. That in the within account the Trustees are charged with the proceeds of sale made by them, the interest collected, and the prorata share of State and County Taxes, and they are allowed thereafter a reasonable attorney's fee, their commissions for making said sale, the court costs paid in this cause, the court costs due, the several bond premiums, the costs for advertising the sale and Order Nisi, the fee of the Auctioneer for crying said sale, the fee of your Auditor, the principal and interest due on the indebtedness.

Respectfully submitted,

April 9, 1979

J. Thomas Clark

J. Thomas Clark, Auditor

CAUSE NO. 6328

The proceeds of sale of land reported in this cause in account with Thomas J. Norris and George E. Rullman, Jr., Trustees named in mortgage, and vendors of said land.

Dr.

1979 February 2	By proceeds of sale of land, per report of said vendor, to wit:	$57,650.00
	By interest collected per settlement sheet	801.12
	By State and County taxes prorated	180.62
	By gross proceeds of sale	$57,631.74

Cr.

To J. B. Stevens, Jr. and George E. Rullman, Jr., reasonable attorney's fee		100.00
To Thomas J. Norris and George E. Rullman, Jr., Trustees, their commissions on sale		3,032.50
To do., for an amount paid Marguerite W. Mankin, Clerk, for advanced filing fee		50.00
To Do., for an amount due Marguerite W. Mankin, Cleark, for		
1. Clerk's additional	80.00	
2. Appearance fee	10.00	90.00
To do., for an amount due Basil-Voges, Inc., for bond premiums,		
1. Policy number #2509841	208.00	
2. Policy number #2509842	23.00	231.00
To do., for an amount paid Queen Anne's Record-Observer for		
1. Advertising sale	84.00	
2. Order Nisi on Sale	36.75	120.75
To do., for an amount due Jackson's Auction Service, Auctioneer, for crying said sale		144.12
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 First Federal Savings and Loan Association Of Annapolis on the principal and interest		48,015.70

April 9, 1979

J. Thomas Clark

J. Thomas Clark, Auditor

To Donald E. Carlson and Wanda L.
Carlson, his wife, the balance of
the proceeds

5,792.67	
$57,631.74	$57,631.74

April 9, 1979

J. Thomas Clark

J. Thomas Clark, Auditor

THOMAS J. NORRIS and
GEORGE E. RULLMAN, JR.,
Trustees

vs.

DONALD E. CARLSON and
WANDA L. CARLSON, his wife

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 6328

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on April 9, 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 to this cause, to wit:

J. B. Stevens, JR., Esquire
George E. Rullman, Jr., Esquire
7 Willow Street
Annapolis, MD 21401

Thomas J. Norris, Esquire
7 Willow Street
Annapolis, MD 21401

Donald E. Carlson and
Wanda L. Carlson
B 25-1 McKay Road
Bay City, Maryland 21666

First Federal Savings and Loan
Association of Annapolis
2024 West Street
Annapolis, MD 21401

Pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify each of them, that said account was filed on April 9, 1979, with the Clerk of the Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before April 24, 1979, and if no exceptions are filed within such fifteen-day period, the account may thereupon be ratified on April 25, 1979.

J. Thomas Clark

J. Thomas Clark, Auditor

THOMAS J. NORRIS and GEORGE E. RULLMAN, JR., Trustees	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
	*	No. 6328
DONALD E. CARLSON And WANDA L. CARLSON, his wife	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 9th day of April, 19 79, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 25th day of April, 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 April 9, 1979

	*	IN THE CIRCUIT COURT
THOMAS J. NORRIS and GEORGE E. RULLMAN, JR., Trustees	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6328
	*	
DONALD E. CARLSON and WANDA L. CARLSON, his wife	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 27th day of April, 19 79, by the Court that the account of the Auditor is finally ratified and confirmed, and Thomas J. Norris & George E. Rullman, 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 April 27, 1979

PETITION FOR FORECLOSURE

THE EQUITABLE TRUST COMPANY Calvert and Fayette Streets Baltimore, Maryland 21202 a Maryland banking corporation	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
	*	QUEEN ANNE'S COUNTY
v.	*	#6486
GOLD COAST, INC. 31 Old Solomons Island Road Annapolis, Maryland 21041	*	
	*	
Defendant	*	

AUG 13-79 * 21801 ****50.00
* * * * * * * * * *AUG 13*79 A 521801*****50.00

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 17th day of May A.D. 1978 the defendant executed and delivered to The Equitable Trust Company a mortgage upon certain real property in Queen Anne's County, therein described, to secure the payment of the mortgage debt of $56,000 and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

And 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 OF CIRCUIT COURT
1979 AUG 13 AM 9 31
QUEEN ANNE'S COUNTY

Samuel H. Clark, Jr.
10 Light Street, Suite 1000
Baltimore, Maryland 21202
727-6464

Attorney for Plaintiff

LIBER 11 PAGE 524

DOCUMENT NO. 93,263 LIBER 135 PAGE 288

COMMERCIAL LOAN

Petitioner's
Exhibit No. 1

This Mortgage made this 17th day of May in the year One Thousand Nine Hundred and seventy-eight between GOLD COAST, INC., a body corporate of the State of Maryland,

(hereinafter collectively sometimes called the "Mortgagor") and THE EQUITABLE TRUST COMPANY, a corporation duly incorporated and existing under the laws of the State of Maryland (hereinafter sometimes called the "Mortgagee").

WHEREAS, the Mortgagor stands bona fida indebted unto the Mortgagee in the full and just principal sum of Fifty Six Thousand and No/100----------Dollars ($ 56,000.00) for money this day loaned by the Mortgagee unto the Mortgagor evidenced by and payable with interest as provided in a Note of even date herewith, the unpaid balance with interest accrued thereon (hereinafter referred to as the "Mortgage Debt") being due May 17 , 1979 , which principal sum having been used as a portion of the purchase price for the property hereinafter described;

WHEREAS, it was a condition precedent to the making of such loan that the repayment thereof, with interest, should be secured by the execution of this Mortgage;

NOW THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00) and other valuable considerations, the receipt whereof is hereby acknowledged, the Mortgagor grants, conveys and assigns unto the Mortgagee, its successors and assigns, all that lot or lots of ground situate in the Fifth Election District of Queen Anne's County , State of Maryland, hereinafter referred to as the Mortgaged Property, and described as follows:

ALL that lot or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, being known as Lot No. 54, and shown on a plat entitled, "Section B, Hickory Ridge, Fifth Election District, Queen Anne's County, Maryland," prepared by J.R. McCrone, Jr., Inc., registered surveyors and engineers, which plat is recorded among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. No. 115, folio 829, and in large Plat Book C.W.C. No. 3, folio 19; reference being made thereto for a more particular description by metes and bounds, courses and distances.

BEING all that same lot of ground which by Deed dated February 22, 1978 and recorded among the Land Records of Queen Anne's County in Liber C.W.C. 132, folio 28, was granted and conveyed by Wye River Farms, Inc., unto Gold Coast, Inc., the within named Mortgagor.

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CLERK, CIRCUIT COURT
1978 MAY 22 AM 10:51
QUEEN ANNE'S COUNTY

MAY 22-78 * 24759 ****198.80
MAY 22-78 A 24759 ****184.80
MAY 22-78 A 24758 *****14.00

FORM NO. 3012

Together with the buildings and improvements on the Mortgaged Property and the rights, roads, alleys, ways, waters, privileges, fixtures, appurtenances and advantages thereto belonging or in anywise appertaining, and including any right, title, interest and estate hereafter acquired by the Mortgagors in the property granted herein.

ALSO TOGETHER with and including, but not limited to, as part of the building and improvements erected on the aforesaid lot or lots of ground all building materials and other chattels on the premises intended to be incorporated in the improvements thereon, and all fixtures, equipment, accessories and furniture which is attached to or affixed to the buildings and improvements, including kitchen cabinets, hot water heaters, gas and electric ranges, laundry equipment and tubs, medicine cabinets, lighting fixtures, heating plant, air-conditioning equipment, piping, tubing, duct work, radiators, storm windows, storm doors, screens, screen doors, window shades and awnings, all of which fixtures, accessories and equipment now on or hereafter placed upon the lot or lots of ground are hereby declared to be by the Mortgagors fixtures and permanent additions to the realty and intended to be included as part of the lot or lots of ground hereby mortgaged.

TO HAVE AND TO HOLD the Mortgaged Property with the improvements, appurtenances, fixtures and permanent additions as aforesaid unto the Mortgagee, its successors and assigns, in fee simple.

Provided that if the Mortgage Debt as aforesaid, and all other charges covered hereby, shall be paid to the Mortgagee by the Mortgagor when due, and if all of the covenants herein mentioned shall be performed, then this Mortgage shall be null and void.

But upon any default being made in the payment of the Mortgage Debt, the payment of any total monthly payment, or the payment of the other charges covered hereby, in whole or in part, when due, or upon any default being made in any other covenant or condition of this Mortgage, then the whole Mortgage Debt hereby secured shall thereupon be deemed due and payable forthwith at the election of the Mortgagee; and it is covenanted that until such default as aforesaid (but not thereafter), the Mortgagor shall have possession of the Mortgaged Property.

AND the Mortgagor does hereby covenant with the Mortgagee as follows: (1) To pay the Mortgage Debt and interest thereon according to the terms and conditions of the Note and any amendment, substitution, extension or renewal thereof, and to pay, when due, all ground rents, taxes, water rents, assessments, public and other dues and charges levied or assessed or which may be levied or assessed on the property, and on the Mortgage Debt and interest, and upon payment thereof (unless paid by the Mortgagee from funds deposited with it by the Mortgagors) to exhibit to the Mortgagee no later than the first day of October of each year the receipted bills therefor at the place of business of the Mortgagee; and not permit any lien or encumbrance on the property superior to the lien of this Mortgage or statutory lien of any kind except liens for taxes not then delinquent; (2) To pay monthly, upon request of the Mortgagee, in addition to payments of principal and interest as provided in the Note, a sum equal to 1/12th of the annual ground rent, if any, taxes, insurance premiums on the property and mortgage insurance premiums, if any, and any and all maintenance charges, assessments, or other charges, if any, all as estimated by the Mortgagee from time to time, to be held by the Mortgagee in a non-interest bearing account to pay such ground rents, taxes, insurance premiums and charges; (3) To keep the buildings and improvements on the Mortgaged Property insured against loss by fire, windstorm, flood and such hazards as the Mortgagee may from time to time require in an insurance company or companies acceptable to, and in an amount which may be from time to time designated by Mortgagee, but if not designated, at no time less than the value of the buildings and improvements on the Mortgaged Property and to cause each and every policy of insurance on the Mortgage Property to be so framed or endorsed as in case of fire and/or windstorm or other loss to inure to the benefit of Mortgagee to the extent of its lien or claim under this Mortgage, and to deliver said policy or policies to the Mortgagee to be kept by the Mortgagee and to deliver all renewals thereof to the Mortgagee at its principal office or at such other place, either within or without the said State, as the owner or holder hereof may, from time to time, in writing, designate. And in the event of any loss by fire, windstorm, flood or hazards, the insurance company or companies are hereby directed by the Mortgagor to make payment for such loss to the Mortgagee only and not the Mortgagor and Mortgagee, jointly, such payment to the Mortgagee, shall be applied to the extinguishment of the Mortgage Debt and other charges secured by this Mortgage, whether then due or not, but not to exceed the amount payable under the Mortgage; provided that the Mortgagee in lieu thereof, may by its written consent agree to the application by the Mortgagor of the said insurance money to the reconstruction of the buildings and improvements on the Mortgaged Property; (4) Should the Mortgagor fail or neglect to pay any ground rent, taxes, assessments, public or other dues or charges levied or assessed or which may be levied or assessed on the property or on the Mortgage Debt and interest, when due, or to keep the property in proper repair, or to keep the property insured as agreed herein, or shall permit any lien or encumbrance upon the property superior to the lien of this Mortgage, the Mortgagee may make such payments or repairs or insure the property against such loss in such an amount as may be necessary to secure the Mortgage Debt, and the Mortgagor shall reimburse the Mortgagee for said payments upon demand. Should the Mortgagor fail to reimburse Mortgagee, then any sum so paid shall be added to the principal of the Mortgage Debt and shall bear interest at the rate set forth in said Note; (5) To keep the property in good order, condition and repair and to permit the Mortgagee to enter upon and inspect the same; to make all proper renewals, replacements and additions of and to the property; not to permit or suffer any waste thereof; and not to demolish the improvements or materially change them or permit them to be demolished or materially changed, without the written consent of the Mortgagee; (6) That should the title or the equity of redemption in the Mortgaged Property be acquired in whole or in part by voluntary or involuntary deed, grant, lease or assignment by any persons, firm or corporation or should the Mortgagor 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 voluntary deed, grant, lease or assignment shall first be consented to in writing by the Mortgagee. The Mortgagor shall not, without the prior written consent of the Mortgagee, encumber the Mortgaged Property by a Mortgage or other lien; (7) That upon any default in any of the covenants of this Mortgage, or upon default being made in the payment of any total monthly payment, in whole or in part, when due, the Mortgagee at its election shall have the right to manage the Mortgaged property and to collect the rents and profits therefrom which rents and profits in that event are hereby assigned to the Mortgagee, as additional security, and in addition thereto, the Mortgagee, shall also be entitled in that event, if it so elects, to the immediate appointment of a receiver for the Mortgaged Property, without notice to the Mortgagor and without regard to the adequacy or inadequacy of the Mortgaged Property as security for the Mortgage Debt. The Mortgagee or Receiver appointed pursuant to the provisions of this paragraph shall exercise all of the rights of the Mortgagor with regard to any and all leases between the Mortgagor and any tenants or Lessees occupying any part or all of the Mortgaged Property and the Mortgagee or Receiver shall have the right from time to time in its discretion to vary the terms of any written or oral lease or tenancy, or to sue for the recovery of any sum or sums due, past due or to become due thereunder and any and all acts done by the Mortgagee or Receiver, are hereby authorized, ratified and approved by the Mortgagor; (8) Upon default being made

in the payment of any monthly payment of interest or principal in whole or in part when due, the Mortgagee reserves the right to declare the entire Mortgage Debt due and payable forthwith as above provided, or the Mortgagee may accept the total overdue monthly payments from the Mortgagor and collect a "late charge" for each monthly payment overdue and unpaid for more than fifteen (15) days in an amount not exceeding Two Dollars ($2.00) or one-twentieth (1/20th) of the total amount of any delinquent or late monthly installment of delinquent interest and principal only whichever is greater. (9) Mortgagor shall not, without the prior written consent of the Mortgagee, remove from the Mortgaged Property, sell, or encumber in any manner whatsoever the fixtures and permanent additions above described or any other appurtenances thereto belonging; (10) That the Mortgagee may consider this Mortgage as a security agreement under the provisions of the Uniform Commercial Code as enacted in the State of Maryland and in accordance therewith, the Mortgagor agrees to execute a financing statement covering any fixtures, goods and chattels intended to be part of the security for the Mortgage Debt evidenced hereby encompassing any such fixtures, goods and chattels which are presently owned or which may be hereafter acquired by the Mortgagor including all additions, replacements, accessories and attachments thereto or for use in connection therewith, and in the event of default hereunder, Mortgagee may at its election and in addition to the remedies provided herein or in conjunction therewith, exercise the remedies of a secured party under the Uniform Commercial Code; (11) And it is further mutually covenanted and agreed that in the event of the passage, after the date of this Mortgage, of any law of the State of Maryland, deducting from the value of land for the purpose of taxation any lien thereon or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this Mortgage, the Mortgage Debt secured by this Mortgage, shall at the option of the Mortgagee, without notice to any party, become immediately due and payable.

Should all or any part of the property be condemned or taken through eminent domain proceedings, all or such part of any award or proceeds thereof as the Mortgagee in its sole discretion may determine, in writing, shall be paid to the Mortgagee and applied to the payment of the Mortgage Debt and all such proceeds are hereby assigned to the Mortgagee.

And it is further mutually covenanted and agreed that each and every paragraph of this Mortgage and each portion thereof shall be considered to be severable from each and every other such paragraph or portion thereof, and, if any part of this Mortgage shall be adjudicated to be invalid, null or void, such adjudication shall in no way effect the validity or enforceability of any other paragraph or portion thereof of this Mortgage.

And the Mortgagor, in accordance with the provisions of the Code of Public General Laws of the State of Maryland, the Maryland Rules of Procedure, or any other General or Local Laws of the State of Maryland relating to Mortgages, including any amendments, supplements or additions thereto, does hereby: (1) declare his assent to the passing of a decree for the sale of the Mortgaged Property at any time after the recording of this Mortgage, (said sale to take place after a default has occurred in any of the covenants and conditions of this Mortgage, as herein provided); (2) and the Mortgagor does hereby also authorize the Mortgagee or Joseph W. Janssens, Jr. it duly authorized attorney, after any such default shall have occurred as aforesaid, to sell the hereby Mortgaged Property. And such sale may be of the Mortgaged Property as a whole and it shall not be the duty of the party selling to sell the same in parts or in lots but such party may do so and the sale shall be made after giving twenty days notice of time, place, manner and terms of sale in some newspaper published in the county where the Mortgaged Property or some portion thereof is located, if there be one so published and, if not in a newspaper having substantial circulation in said county; provided however, that in the City of Baltimore the notice shall be published in one or more of the daily newspapers published in said City; and the party selling may also give such other notice as he may deem expedient; 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 it is agreed that upon any sale of the Mortgaged Property under this Mortgage, whether under the above assent to a decree or under the above power of sale or otherwise, 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 1% of the original principal sum of this Mortgage 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 also a commission to the party making said sale equal to the commission allowed Trustees for making sales of property under a decree of a court of equity in the State of Maryland; second, to the payment of all claims of the Mortgagee hereunder, whether the same shall have then matured or not including interest thereon until final ratification of the auditors report; and third, the balance, if any, to the Mortgagor. It is agreed that half of the aforesaid commissions and all of the aforesaid costs and expenses shall be paid by the Mortgagor in the event the Mortgage Debt is paid in full after any advertisement of the Mortgaged Property, but before any sale thereof.

The Mortgagee may elect to make a foreclosure sale hereunder subject to any one or more tenancies, in accordance with Section 7-105 (D) of Chapter 12 of the Laws of Maryland, 1974, and any subsequent amendments thereto.

It is hereby warranted that this loan is made for the purpose of acquiring or carrying on a business or commercial investment within the meaning of the provisions of Article 49, Annotated Code of Maryland, as amended, and re-enacted by the provisions of Title 12, Commercial Law, Annotated Code of Maryland, 1975 edition, as amended.

And it is also mutually covenanted and agreed that no delay or failure on the part of the Mortgagee in the exercise of any right or remedy shall operate as a waiver thereof and no single or partial exercise by the Mortgagee of any right or remedy shall preclude other or further exercise thereof or the exercise of any right or remedy.

And the said Mortgagor covenants to warrant specially the Mortgaged Property, and to execute such further assurances thereof as may be requisite.

Whenever the singular or plural number, or masculine, feminine, or neuter gender is used herein, it shall equally include the other, and every mention herein of the Mortgagor or Mortgagee shall include the heirs, personal representatives, executors, administrators, successors and assigns of the party so designated.

WITNESS the hand(s) and seal(s) of the Mortgagor(s).

TEST:

Jeanne Allen

as

to

all

GOLD COAST, INC.

By: _____ (SEAL)
OTTO H. BAKCHAUS, President

_____ (SEAL)
OTTO H. BACKHAUS, Individually

_____ (SEAL)
RICHARD H. JOHNS, Guarantor

_____ (SEAL)
FREDERICK J. TANA, Guarantor

STATE OF MARYLAND Anne Arundel County to wit:

I HEREBY CERTIFY, that on this 17th day of May, 1978; before me, the subscriber, a Notary Public, of the State of Maryland, personally appeared Otto H. Backhaus, the duly authorized agent of the corporate mortgagor, Otto H. Backhaus, Individually, Richard H. Johns and Frederick J. Tana

known to me (or satisfactorily proven) to be thethe persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

At the same time, also personally appeared Lawrence B. Goldstein The Agent 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 hereby has been paid over and disbursed by the party secured hereby unto the within named Mortgagor or 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 and delivery by the Borrower 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.

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

Notary Public

JEROME IRA FELDMAN NOTARY PUBLIC ANNE ARUNDEL CO. MD.

My commission expires: July 1, 1978.

Equitable Acct. No. 93,263

MORTGAGE

FROM

Fl Gold Coast, Inc.
By its Pres. Richard Ford
Otto H. Backhaus
Attyp

To

THE EQUITABLE TRUST COMPANY

Block No.

Received for Record 7 August 1978 at 10:51 o'clock A. M. Same day recorded in Liber CAM No. 135 Folio 218, etc. one of the Land Records of Anne Arundel County and examined per Charlesett. Carole, Clerk

Cost of Record, $ 14.00 RECD
184.80 REC.
$198.80 TOTAL

GOLDSTEIN, BERNSTEIN & FELDMAN
ATTORNEYS AT LAW
P. O. BOX 291
ANNAPOLIS, MARYLAND 21404

FOR VALUE RECEIVED, THE EQUITABLE TRUST COMPANY DOES HEREBY RELEASE THE WITHIN MORTGAGE AND THE MORTGAGE DEBT SECURED THEREBY.

WITNESS THE SIGNATURE OF THE VICE PRESIDENT OF THE EQUITABLE TRUST COMPANY THIS _____ DAY OF _____, 19____

ATTEST: THE EQUITABLE TRUST COMPANY

ASST. SECRETARY

BY: _____ (SEAL) VICE PRESIDENT

LIBER [illegible] 528

STATEMENT OF MORTGAGE DEBT

THE EQUITABLE TRUST COMPANY Calvert and Fayette Streets Baltimore, Maryland 21202 a Maryland banking corporation Plaintiff	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
v.	*	# 6486
GOLD COAST, INC. 31 Old Solomons Island Road Annapolis, Maryland 21041 Defendant	*	

* * * * * * * * * * * * * *

STATEMENT OF MORTGAGE DEBT

This Statement of Mortgage Debt under a Mortgage dated May 17, 1978 from Gold Coast, Inc. to The Equitable Trust Company and recorded among the Land Records of Queen Anne's County at Liber C.W.C. No. 135, folio 288, etc.

Original Debt	$56,000.00
Interest from 10/17/78 thru 8/6/79	4,511.09
Late Charges	225.55
TOTAL DUE	$60,736.64

Interest per diem
$15.5555

THE EQUITABLE TRUST COMPANY

By [illegible] Jr. VP

STATE OF MARYLAND, City OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 8 day of August in the year nineteen hundred and seventy-nine, before me, a Notary Public of the State of Maryland, in and for said of Baltimore, personally appeared John A. Luckemeyer Jr. , of THE EQUITABLE TRUST COMPANY, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal.

CAROL A. BERADUCCI NOTARY PUBLIC BALTIMORE CITY, MD.

Carol A. Beraducci
Notary Public

My Commission Expires: July 1, 1982

DECREE FOR SALE OF MORTGAGE PREMISES

THE EQUITABLE TRUST COMPANY Calvert and Fayette Streets Baltimore, Maryland 21202 a Maryland banking corporation	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
v.	*	QUEEN ANNE'S COUNTY #6486
GOLD COAST, INC. 31 Old Solomons Island Road Annapolis, Maryland 21041	*	
Defendant	*	

* * * * * * * * * * * * * *

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 14th day of August, in the year nineteen hundred and seventy-nine, by the Circuit Court for 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 Richard K. White, Jr. 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 Fifty-Six Thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given notice by advertisement inserted in such daily newspaper or newspapers published in Queen Anne's County, at least once in each week for three successive weeks, the first such publication to be not less than fifteen days prior to sale and the last such publication to be not more than one week prior to sale, [Md. Rule W 74-2 (i)] of the time, place, manner and terms of sale, which shall be cash, deposit of $6,000 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest at the rate of ten per cent (10%) per annum 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 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 make distribution of the money

arising from said sale 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.

Clayton C. Carey
Judge

CLERK, CI
1979 AUG 14 PM 4:28
QUEEN ANNE'S COUNTY

THE EQUITABLE TRUST COMPANY Calvert and Fayette Streets Baltimore, Maryland 21202 a Maryland banking corporation	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
v.	*	QUEEN ANNE'S COUNTY
GOLD COAST, INC. 31 Old Solomons Island Road Annapolis, Maryland 21041	*	Case No. 6486
Defendant	*	

* * * * * * * * * * * * *

1979 SEP 13 AM 9:27
CLERK, CIRCUIT COURT
QUEEN ANNE'S COUNTY

STATE OF MARYLAND,
SS
OF BALTIMORE,

I HEREBY CERTIFY, that on this 17th day of September, 1979, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Samuel H. Clark, Jr., attorney for the Plaintiff in the above-captioned matter, and made oath in due form of law that on the 13th day of September, 1979, he caused to be mailed by certified and regular mail to the mortgagor at mortgagor's last known address a notice of the time, place, and terms of sale of the mortgaged property by letter dated September 13, 1979, a copy of which letter is attached hereto.

Margaret Ann Meginniss
Notary Public

My Commission Expires:

MARGARET ANN MEGINNISS
NOTARY PUBLIC
BALTIMORE COUNTY, MD.

Samuel H. Clark, Jr., Affiant

No. 411401
RECEIPT FOR CERTIFIED MAIL
NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL
(See Reverse)

SENT TO Gold Coast Inc
STREET AND NO. 31 Old Solomons Island Rd
P.O., STATE AND ZIP CODE Annapolis Md 21401

POSTAGE	$
CONSULT POSTMASTER FOR FEES	
CERTIFIED FEE	¢
OPTIONAL SERVICES: SPECIAL DELIVERY	¢
RESTRICTED DELIVERY	¢
RETURN RECEIPT SERVICE: SHOW TO WHOM AND DATE DELIVERED	¢
SHOW TO WHOM, DATE, AND ADDRESS OF DELIVERY	¢
SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	¢
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	¢
TOTAL POSTAGE AND FEES	$
POSTMARK OR DATE	

PS Form 3800, Apr. 1976

September 13, 1979

Gold Coast, Inc.
31 Old Solomons Island Road
Annapolis, Maryland 21401

Sent by: CERTIFIED MAIL
RETURN RECEIPT REQUESTED
and REGULAR MAIL

Re: The Equitable Trust Company
v. Gold Coast, Inc.
Lot #54, Hickory Ridge
Queen Anne's County, Maryland
Case No. 6486
Account No. 500-031579-5

Gentlemen:

Pursuant to Maryland Rule W74 a 2 (c), we are hereby notifying you that the foreclosure sale of the above-captioned property will take place at public auction to be held at the premises on Friday, September 21, 1979 at 1:00 p.m. and will be sold then and there to the highest bidder(s).

Enclosed is a copy of an advertisement appearing in the Queen Anne's Record Observer, a newspaper published in and for Queen Anne's County, setting forth the particulars.

It is obviously in your best interest to have your property sold at the highest possible price. To achieve this goal, it is recommended that your property, including the interior, be open for inspection by prospective bidders on the date of the auction and that it be displayed in the best possible condition.

A copy of this letter is being sent to you by regular mail.

Very truly yours,

Samuel H. Clark

SHC:rms
Enclosure

cc: Mr. William H. Bayless

Chy # 6486

Bond No. M 12 92 95

INSURANCE COMPANY OF NORTH AMERICA

1600 ARCH STREET
PHILADELPHIA
PENNSYLVANIA

Know All Men by These Presents:

That we, Richard K. White, Jr., as Principal and INSURANCE COMPANY OF NORTH AMERICA, A BODY CORPORATE, duly incorporated under the laws of the Commonwealth of Pennsylvania, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Fifty-Six Thousand and No/100 - - - - - - - - - Dollars ($ 56,000.00), 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 and administrators, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 7th day of September, in the year of our Lord, one-thousand, nine-hundred and seventy-nine.

WHEREAS, the above bounden Richard K. White, Jr. 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) ~~XXXXXXXX~~ certain property

mentioned in the proceedings in the case of The Equitable Trust Company, Plaintiff -vs- Gold Coast, Inc., Defendant

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Richard K. White, Jr. do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any further decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

WITNESS:

Mary Ann Meyers

Witness:

L. Pill

Richard K. White, Jr.

INSURANCE COMPANY OF NORTH AMERICA

By: Mildred E. Scharf

Mildred E. Scharf, Attorney-in-fact

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

Sept 20, 1979

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber CWC No. 2, folio 314, 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 8th October, 1979.

Marguerite W. Martin
CLERK OF THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

THE EQUITABLE TRUST COMPANY Calvert and Fayette Streets Baltimore, Maryland 21202 a Maryland banking corporation	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
	*	QUEEN ANNE'S COUNTY
v.	*	
GOLD COAST, INC. 31 Old Solomons Island Road Annapolis, Maryland 21041	*	Case No. 6486
Defendant	*	

* * * * * * * * * * * * *

TO THE HONORABLE JUDGE OF THE
CIRCUIT COURT OF QUEEN ANNE'S COUNTY:

The Report of Sale of Richard K. White, Jr., Trustee appointed by the decree in the above entitled cause, to make sale of Lot 54, Hickory Ridge, Queenstown, 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 the Queen Anne's Record Observer, a daily newspaper published in Queen Anne's County for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Friday, the 21st day of September, 1979 at 1:00 P.M. attend on the premises and then and there sold the above-mentioned fee simple property described in the attached advertisement, which is prayed to be taken as part of this Report, unto William H. Bayless, agent for The Equitable Trust Company, for the price of $45,000.00, it being then and there the highest bidder.

Richard K. White, Jr., Trustee

State of Maryland, County of TALBOT, Sct.

I HEREBY CERTIFY, That on this 2nd day of October, 1979, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Queen Anne's aforesaid, personally appeared Richard K. White, Jr., 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.

Margy Palmer Torrant
Notary Public

My Commission Expires:
July 1, 1982

LIBER 11 PAGE 536

STATE OF MARYLAND County of Queen Anne's, Sct.:

I HEREBY CERTIFY, That on this 21st day of September 19 79, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City AFORESAID, personally appeared William H. Bayless, Asst. Mtg. Ofcer., Equitable Trust Co. Purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agent for anyone, and that he has not directly or indirectly discouraged anyone from bidding for the said fee simple property Lot 54, Hickory Ridge, Queenstown, Queen Anne's County, Md. mentioned in the said Report of Sale.

Equitable Trust Co.
Purchaser by Wm H. Bayless

Daniel Billig
Notary Public

DANIEL BILLIG NOTARY PUBLIC BALTIMORE CITY, MD.

Miles & Stockbridge, Solicitors
Samuel H. Clark, Solicitor
10 Light Street
Baltimore, Maryland 21202

Trustee's Sale

Contemporary Fee Simple Ranch Home

Known As
Lot 54, Hickory Ridge
Queenstown, Queen Anne's Co., Md.
Sale On Premises

Friday, Sept. 21, 1979
at 1:00 o'clock p.m.

By virtue of a Decree of the Circuit Court of Queen Anne's County, in Equity, passed in the matter of The Equitable Trust Company vs. Gold Coast, Inc. (Decree for the Sale of Mortgaged Premises), Equity No. 6486, the undersigned Trustee will sell at Public Auction on the premises:

All that fee simple lot of ground and the improvements situate and lying in Queen Anne's County, Maryland and described as follows:

ALL that lot or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, being known as Lot No. 54, and shown on a plat entitled, "Section B, Hickory Ridge, Fifth Election District, Queen Anne's County, Maryland," prepared by J.R. McCrone, Jr., Inc., registered surveyors and engineers, which plat is recorded among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. No. 115, folio 829, and in the large Plat Book C.W.C. No. 3, folio 19; reference being made thereto for a more particular description by metes and bounds, courses and distances.

Improved by a contemporary ranch home containing living room, dining room, kitchen, family room, 3 bedrooms, 2 full baths, full basement, 2 car garage. Fireplace in living room. In fee simple.

Terms of Sale: A cash deposit or certified check of $6,000.00 at time of sale. Balance to be paid in cash upon final ratification of the sale by the Circuit Court of Queen Anne's County, in Equity. Interest at the rate of 10% to be charged on unpaid purchase money from date of sale to date of settlement. All adjustments as of date of sale. The property will be sold subject to any easements, agreements, restrictions or convenants of record affecting same, if any. All 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 to be paid by the purchaser.

Richard K. White, Jr., Trustee
A.J. Billing & Co., Auctioneers
16 E. Fayette Street,
Balto., Md. 21202
(301) 752-8440

RO8-29-4t

August 29 19 79

THIS IS TO CERTIFY, That the annexed Trustees 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 four successive weeks before the 21 day of September 19 79

By Peggy Dixon

LIBER 11 PAGE 538

OFFICE PHONE: PLAZA 2-8440

A. J. BILLIG, PRESIDENT

A. J. BILLIG & COMPANY

General Auctioneers

Stocks, Bonds,
Real Estate
Household Effects,
Automobiles,
Appraisers, Etc.

16 EAST FAYETTE STREET

BALTIMORE, MD. 21202, September 21 1979

We, A. J. BILLIG & CO., duly licensed Auctioneers, do hereby certify to the effect that we have not paid and will not pay, directly or indirectly, anything for employing us to make said sale and that no payments have been made or will be made in connection with such sale, except those set forth in detail in said statement.

SUBSCRIBED TO AND SWORN TO.

A. J. BILLIG & CO.

BY [signature]

[signature]
Notary Public

WANDA L. CLAUSS
NOTARY PUBLIC
BALTIMORE COUNTY, MD.

OFFICE PHONE: PLAZA 2-8440 | ALL CLAIMS MUST BE MADE WITHIN 24 HOURS | A. J. BILLIG, PRESIDENT

BALTIMORE, MD. 21202, September 25, 19 79

Richard K. White, Jr., Trustee C/O Miles & Stockbridge

10 Light Street, Baltimore, Maryland 21202

TO A. J. BILLIG & COMPANY, DR.

Stocks, Bonds, Real Estate Household Effects, Automobiles, Appraisers, Etc.

General Auctioneers

OFFICE: 16 EAST FAYETTE STREET

		Sale Price: Lot 54, Hickory Ridge, Queenstown,			$45,000	00
		Queen Anne's County, Maryland				
		Purchaser: Equitable Trust Company				
		Commissiom:	200	00		
		Sun Advertising:	220	14		
		Queen Anne's Record Observer Advertising:	152	00		
		Notary Fee Affidavits:	1	00		
		Balance Due	$573	14		

LIBER 11 PAGE 539

ORDER NISI ON SALE

The Equitable Trust Company vs. Gold Coast, Inc.	In the Circuit Court for Queen Anne's County In Equity Cause No. 6486

ORDERED, this 3rd day of October, 19 79, that the sale of the real property, made and reported in this cause by Richard K. White, Jr., Trustee, be ratified and confirmed, on or after the 5th day of November, 19 79, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 29th day of October, 19 79.

The report states the amount of sales to be $ 45,000.00.

Marguerite H. Menkin Clerk

Filed October 3, 1979

November 21 1979

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 .FOUR..... successive weeks before the .21st..... day of .September. 19..79

The Last Publication being on September 19 1979.

Dale VanZant

By .Dale VanZant.....

CLERK, CIRCUIT COURT
1979 NOV 21 PM 3:00
QUEEN ANNE'S COUNTY

Miles & Stockbridge, Solicitors
Samuel H. Clark, Solicitor
10 Light Street
Baltimore, Maryland 21202

Trustee's Sale

Contemporary Fee Simple Ranch Home

Known As
Lot 54, Hickory Ridge
Queenstown, Queen Anne's Co., Md.
Sale On Premises

Friday, Sept. 21, 1979

at 1:00 o'clock p.m.

By virtue of a Decree of the Circuit Court of Queen Anne's County, in Equity, passed in the matter of The Equitable Trust Company vs. Gold Coast, Inc. (Decree for the Sale of Mortgaged Premises), Equity No. 6486, the undersigned Trustee will sell at Public Auction on the premises:

All that fee simple lot of ground and the improvements situate and lying in Queen Anne's County, Maryland and described as follows:

ALL that lot or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, being known as Lot No. 54, and shown on a plat entitled, "Section B, Hickory Ridge, Fifth Election District, Queen Anne's County, Maryland," prepared by J.R. McCrone, Jr., Inc., registered surveyors and engineers, which plat is recorded among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. No. 115, folio 829, and in the large Plat Book C.W.C. No. 3, folio 19; reference being made thereto for a more particular description by metes and bounds, courses and distances.

Improved by a contemporary ranch home containing living room, dining room, kitchen, family room, 3 bedrooms, 2 full baths, full basement, 2 car garage. Fireplace in living room. In fee simple.

Terms of Sale: A cash deposit or certified check of $6,000.00 at time of sale. Balance to be paid in cash upon final ratification of the sale by the Circuit Court of Queen Anne's County, in Equity. Interest at the rate of 10% to be charged on unpaid purchase money from date of sale to date of settlement. All adjustments as of date of sale. The property will be sold subject to any easements, agreements, restrictions or convenants of record affecting same, if any. All 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 to be paid by the purchaser.

Richard K. White, Jr., Trustee
A.J. Billing & Co., Auctioneers
16 E. Fayette Street,
Balto., Md. 21202
(301) 752-8440

RO8-29-4t

ORDER NISI ON SALE
THE EQUITABLE TRUST COMPANY
VS.
GOLD COAST, INC.
IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
CAUSE NO. 6486

ORDERED, this 3rd day of October, 1979, that the sale of the real property, made and reported in this cause by Richard K. White, Jr., Trustee, be ratified and confirmed, on or after the 5th day of November, 1979, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 29th day of October, 1979.

The report states the amount of sales to be $45,000.00.

Marguerite W. Mankin, Clerk

Filed October 3, 1979
True Copy, Test:
Marguerite W. Mankin, Clerk
By: Betty M. Comegys
Deputy Clerk

RO10-10-3t

November 21 1979

THIS IS TO CERTIFY, That the annexed Order Nisi On Sale was inserted in the **QUEEN ANNE'S RECORD OBSERVER,** a newspaper printed and published in Queen Anne's County, Md., once in each of three successive weeks before the 29th day of October 1979

Dale VanZant
By Dale VanZant

FINAL ORDER OF RATIFICATION

THE EQUITABLE TRUST COMPANY Calvert and Fayette Streets Baltimore, Maryland 21202 a Maryland banking corporation	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
v.	*	QUEEN ANNE'S COUNTY
GOLD COAST, INC. 31 Old Solomons Island Road Annapolis, Maryland 21041	*	Case No. 6486
Defendant	*	

* * * * * * * * * * * * * *

ORDERED, this 27th day of November, A.D., 1979, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, and by the authority thereof, that the sale made by Richard K. White, Jr., Trustee, to William H. Bayless, the agent for The Equitable Trust Company, and reported in the above entitled cause be, and the same is hereby, finally ratified and confirmed; no cause to the contrary thereof having been shown, although notice appears to have been given as required by the attached order.

Judge of the Circuit Court

LIBER 11 PAGE 544

THE EQUITABLE TRUST COMPANY Calvert and Fayette Streets Baltimore, Maryland 21202 a Maryland banking corporation	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
	*	QUEEN ANNE'S COUNTY
v.	*	
GOLD COAST, INC. 31 Old Solomons Island Road Annapolis, Maryland 21041	*	Equity No. 6486
	*	
Defendant	*	

* * * * * * * * * * * *

PETITION TO APPROVE AUCTIONEER'S FEES IN EXCESS OF $112.50

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Richard K. White, Jr., Trustee, in the above entitled case by Samuel H. Clark, Jr., 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 $112.50 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 Sun Papers, and has traveled to Queen Anne's County from Baltimore City to conduct the sale.

2. That he is asking for $87.50 in excess, or a total of $200.00 as his commissions, which he deems a fair and reasonable increase for services rendered for the sale of the property involved.

3. That your Petitioner prays the Court to pass an Order allowing the auctioneer's commissions in the amount of $200.00.

AND AS IN DUTY BOUND.

Richard K. White, Jr., Trustee

Samuel H. Clark, Jr., Attorney
for Trustee
10 Light Street
Baltimore, Maryland 21202
727-6464

STATE OF MARYLAND, ~~CITY OR~~ Queen Anne's COUNTY, TO WIT:

I HEREBY CERTIFY that on this 7th day of November, 1979, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County aforesaid, personally appeared Richard K. White, Jr., 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.

Margy Palmer Tarrant
Notary Public

My Commission Expires:

July 1, 1982

LIBER 11 PAGE 546

THE EQUITABLE TRUST COMPANY Calvert and Fayette Streets Baltimore, Maryland 21202 a Maryland banking corporation	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
v.	*	QUEEN ANNE'S COUNTY
GOLD COAST, INC. 31 Old Solomons Island Road Annapolis, Maryland 21041	*	Equity No. 6486
Defendant	*	

* * * * * * * * * * * *

ORDER OF COURT

Upon the foregoing Petition of Richard K. White, Jr., Trustee in the above mentioned matter, it is this 10th day of December, 1979, hereby ORDERED by the Circuit Court of Queen Anne's County that the auctioneer's commissions shall be increased to $200.00, subject to exceptions being filed to the audit by any person having an interest

Payton C. Carter

Judge

THE EQUITABLE TRUST COMPANY

Plaintiff

vs.

GOLD COAST, INC.

Defendant

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 6486

TO THE HONORABLE, THE JUDGE OF SAID COURT:

This Account is stated at the request of Richard K. White, Jr., Trustee, wherein it appears that the proceeds of sale are insufficient to pay the expenses and the mortgage indebtedness. The deficiency appears to be in the sum of $21,092.90.

That in the within account Richard K. White, Jr., Trustee, is charged with the proceeds of sale made by him, and the interest collected; thereafter he is allowed the counsel fee of Samuel H. Clark, Jr., per mortgage, his commissions for making sale, the several court costs paid and due, the bond premium, the advertising costs and costs of publishing the Order Nisi on Sale, the fee of the auctioneers, per Order of Court, miscellaneous expenses of telephone, xerox, and Notary fee, the State and County taxes, the fee of your Auditor, and the balance was directed to be credited on the mortgage indebtedness. In this account the fee for the title bring to date of $75.00 was not allowed, in view of the fact that a counsel fee of $560.00 was allowed.

Respectfully submitted,

J. Thomas Clark

J. Thomas Clark, Auditor

December 12, 1979

CAUSE NO. 6486

The sale of land reported in this cause by Richard K. White, Jr., Trustee, to sell and convey the land in this suit.

Dr.

1979 Sept. 21	By proceeds of sale of land, per report of said Trustee	$45,000.00
	By interest collected, per settlement sheet	671.46
	By gross proceeds	$45,671.46

Cr.

To Samuel H. Clark, Jr., for counsel fee, per mortgage			$ 560.00
To Richard K. White, Jr., Trustee, for his commissions on said sale			2,400.00
To do., for an amount paid Marguerite W. Mankin, Clerk, for advanced filing fee			50.00
To do., for an amount due Marguerite W. Mankin, Clerk, for:			
1-Appearance fee	$	10.00	
2-Clerk's additional		88.00	98.00
To do., for an amount due for the Trustee's bond premium, to Insurance Company of North America			224.00
To do., for amounts due The Queen Anne's Record-Observer, for:			
1-Advertising sale	$	152.00	
2-Order Nisi on Sale		46.00	198.00
To do., for an amount due The Sun Papers for advertising sale			220.14
To do., for an amount due A. J. Billig & Company, Auctioneers, for crying said sale, per Order of Court			200.00
To do., for amounts due Miles & Stockbridge, for miscellaneous items:			
1-Telephone expenses	$	8.82	
2-Xerox expenses		9.50	
3-Notary fee		1.00	19.32

December 12, 1979

J. Thomas Clark

J. Thomas Clark, Auditor

To do., for amounts paid Treasurer of Queen Anne's County, for State and County real estate taxes:			
1-For 1979 ½ year bill, improvements-	$229.41		
2-For 1979-80, for 2 mo. & 21 days---	124.97	$ 354.38	
To do., for an amount due J. Thomas Clark, for			
1-Stating this account----------	$ 45.00		
2-Notifying parties----------	10.00	55.00	
To do., for an amount due The Equitable Trust Company for a partial payment on the mortgage indebtedness, the balance, or the sum of		41,292.62	
		$45,671.46	$45,671.46

December 12, 1979

J. Thomas Clark

J. Thomas Clark, Auditor

THE EQUITABLE TRUST COMPANY

Plaintiff

vs.

GOLD COAST, INC.

Defendant

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 6486

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on December 12, 1979, 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:

The Equitable Trust Company
Calvert and Fayette Streets
Baltimore, Maryland 21202

Samuel H. Clark, Jr., Esquire
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202

Richard K. White, Jr., Esquire
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202

Gold Coast, Inc.
31 Old Solomons Island Road
Annapolis, Maryland 21041

Pursuant to Rule 595, Sec. G, Maryland Rules of Procedure notify each of them, that said account was filed on December 12, 1979, with the Clerk of the Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before December 27, 1979, and if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on December 28, 1979.

J. Thomas Clark

J. Thomas Clark, Auditor

December 12, 1979

THE EQUITABLE TRUST COMPANY	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6486
GOLD COAST, INC.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 12th day of December, 19 79, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 28th day of December, 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 December 12, 1979

LIBER 11 PAGE 552

LAW OFFICES
CLARK & CLARK
P. O. BOX 208
118 N. COMMERCE STREET
CENTREVILLE, MD. 21617

CENTREVILLE, MD.
PM
DEC 12
1979
21617

RETURNED TO SENDER
MOVED, LEFT NO ADDRESS

Gold Coast, Inc.
31 Old Solomons Island Road
Annapolis, MD 21041

	*	IN THE CIRCUIT COURT
THE EQUITABLE TRUST COMPANY	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6486
	*	
GOLD COAST, INC.	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 31st day of December, 19 79, by the Court that the account of the Auditor is finally ratified and confirmed, and Richard K. White, Jr., ~~XXXXXXXXXXXXXXXX~~/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 31, 1979

LIBER 11 PAGE 554

PETITION FOR FORECLOSURE

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION, a body corporate of the State of Maryland *VS.* BEN'S MASONRY, INC., a body corporate of the State of Maryland	IN THE **CIRCUIT COURT** FOR QUEEN ANNE'S COUNTY (IN EQUITY) # 6527

OCT -3-79 * 24027 *****50.00
OCT -3-79 A 924027 *****50.00

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 15th day of February A. D. 1978 the defendant executed and delivered to said Petitioner a mortgage upon certain fee simple property in Queen Anne's County, Maryland therein described, to secure the payment of the mortgage debt of $ 5,600.00 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. Subsequently, on June 20, 1978 the Defendant executed and delivered to said Petitioner a Mortgage upon the same fee simple property to secure the payment of the mortgage debt of $30,000.00 and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property to take place at any time after any default in any covenant or condition of said mortgage all of which will appear from said mortgage, marked "Petitioner's Exhibit No. 2" and filed herewith as a part of this petition.

That default has occurred in the conditions and covenants of both mortgages.

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.

CLERK OF CIRCUIT COURT
1979 OCT -3 AM 8:54
QUEEN ANNE'S COUNTY

William M. Levy, Esquire
1507 Fidelity Building
Baltimore, Maryland 21201
(301) 727/3445
Attorney for Plaintiff

DOCUMENT NO. 92 / 421
D. R City/County

LIBER 131 PAGE 556

THIS MORTGAGE,

Made this 15th day of February in the year one thousand, nine hundred and seventy-eight between

BEN'S MASONRY, INC., a body corporate

FEB 21-78 * 21354 *****14.00
FEB 21-78 A 4 21754 *****14.00

of the State of Maryland, MORTGAGOR, whose address is Route #3 Box 440, Stevensville, Maryland 21666 and ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION a body corporate, of the State of Maryland, MORTGAGEE, whose address is 7699 Harford Road, Baltimore, Maryland 21234.

WHEREAS, the said MORTGAGOR being a member of the said body corporate, has received therefrom an advance of FIVE THOUSAND SIX HUNDRED DOLLARS ($5,600.00)

used as part of the purchase money for the property hereinafter described.

WHEREAS, the said MORTGAGOR being so justly indebted unto the said Mortgagee for said advance, the said MORTGAGOR does hereby covenant to repay the same, together with interest thereon until fully paid at the rate of thirteen and one-half per cent (13½%) per annum unto the Mortgagee, or its assigns, at the office of the Mortgagee or its assigns, said interest to be payable in quarterly installments beginning March 1st, 1978 the FIVE THOUSAND SIX HUNDRED DOLLAR ($5,600.00) principal of this Mortgage to be due and payable in full with all interest thereon eighteen (18) months from the date hereof, and

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, the said MORTGAGOR does grant unto said Mortgagee, its successors and assigns, all that parcel of ground situate in the Fourth Election District of Queen Anne's County, State of Maryland, and described as follows, that is to say:

BEING known and designated as Lot No. 26 Block F as shown on the Plat entitled "Cloverfields Plat 4", which Plat is recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 47, folio 57.

BEING the same lot of ground described in a Deed bearing even date herewith and recorded or intended to be recorded among the Land Records of Queen Anne's County prior hereto from Philip A. Wise, Jr. to the said Ben's Masonry, Inc.

RECEIVED
CLERK. CIRCUIT COURT
1978 FEB 21 AM 10: 32
QUEEN ANNE'S COUNTY

PETITIONER'S EXHIBIT No. 1

THE SAID MORTGAGOR hereby covenants and agrees with the said Mortgagee, its successors and assigns, to pay and perform as herein set forth and in addition thereto to pay 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, 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.

THIS loan may be prepaid in whole or in part at any time, without penalty. ~~but not more than twice in any twelve month period which may be charged on that part of the aggregate amount of all prepayments in any twelve month period which exceed thirty thousand one third per cent (33⅓%) of the original principal amount of the loan for the acceptance of such prepayment; no such charge may be imposed after the expiration of three years from the date hereof.~~

AT the Mortgagee's option, Mortgagor will 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 principal and interest which is received by the Mortgagee more than fifteen (15) days after the due date thereof to cover the extra expense of handling delinquent payments.

THIS mortgage is made upon the distinct understanding between the parties hereto that if any of the following items are now or hereafter located on the property above described they shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: All garages; all bathroom accessories, such as tub, lavatory, closet combination, built-in medicine cabinets; all kitchen accessories, such as sink, built-in kitchen units, garbage disposal unit, dishwasher, gas, electric, and coal ranges; breakfast nook furniture which is attached to or affixed to the dwelling; all cellar accessories, such as laundry equipment and tubs; heating plant complete with its boiler, circulators, radiators, piping and tubing; hot water heaters; oil burner, with its motors, piping and tubing; oil tanks, centrally controlled air conditioning equipment and/or individual units of a permanent nature; built-in club room with its appurtenances; built-in radio and television antenna; all lighting fixtures: built-in mantels; screens for windows and doors, storm-windows and doors; window shades and floor coverings affixed to the floor. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the Mortgagee as a part of the Mortgagee's security.

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 MORTGAGOR hereby assigns 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 MORTGAGOR, 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 MORTGAGOR.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said MORTGAGEE its successors and assigns, forever, in fee simple, subject, however, to the restrictions referred to in the Deed above recited.

IF HOWEVER the said MORTGAGOR shall make the payments and perform the covenants herein on his part contained, then this mortgage shall be void.

AND THE SAID MORTGAGOR hereby covenants and agrees with the said MORTGAGEE, its successors and assigns, to pay and perform as above set forth, and in addition thereto to pay unto the MORTGAGEE, its successors and assigns, hereinafter called the MORTGAGEE, the principal sum of [illegible] payable in [illegible] consecutive monthly payments of [illegible] each, the first of said payments to be made on the [illegible] day of [illegible] and the balance of said principal sum to be paid on the [illegible] day of [illegible] payments to be used by said MORTGAGEE, its successors and assigns, as follows: [illegible] payments to be used by said MORTGAGEE, its successors and assigns, be credited as a payment on account of the principal mortgage debt, and the MORTGAGOR hereby agrees that [illegible] said principal sum [illegible] to pay, [illegible] assessed on said premises [illegible] mortgage debt.

SAID MORTGAGOR also covenants and agrees:—(a) to keep the improvements on said property in good repair; (b) to insure and keep insured said improvements 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 inure 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; (c) that it shall be deemed a default under this mortgage if the MORTGAGOR shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the MORTGAGEE; (d) that the MORTGAGOR specially warrants the property herein mortgaged and the MORTGAGOR will execute such further assurances thereof as may be requisite.

AND IT IS AGREED that until default be made herein, the said MORTGAGOR or his assigns may retain possession of the hereby mortgaged property.

AND 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 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 and directs the said MORTGAGEE, its successors and assigns, or KARL M. LEVY, ROBERT J. NEUBAUER, WILLIAM M. LEVY 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 21 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 this 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 MORTGAGOR shall, in addition to such other sum or sums with which he shall be chargeable, be also chargeable with a counsel fee of Seventy-five Dollars ($75.00) to the attorney or solicitor instituting such proceedings; and the said MORTGAGOR, for himself, his heirs, personal representatives and assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to 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 the percentage allowed as commissions to trustees making sale under order or decree of the Circuit Court (in Equity) for the County or City in which said foreclosure proceedings are instituted, which said expenses, costs and commissions the said MORTGAGOR for himself, his heirs, personal representatives and assigns does hereby covenant and agree to pay; and the said MORTGAGEE, its successors and assigns, or KARL M. LEVY, ROBERT J. NEUBAUER or WILLIAM M. LEVY 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, 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 $100.00 Dollars 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 or assigns, hereunder, whether the same shall have then matured or not; and third, the balance, if any, to the said MORTGAGOR, his heirs, personal representatives or assigns.

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; whenever there shall be two or more MORTGAGORS hereunder all obligations of said MORTGAGORS shall be joint and several.

LIBER 11 PAGE 558

THE MORTGAGOR hereby certifies that prior to the execution of this Mortgage he has received a loan disclosure statement in connection with this loan as required by Article 49 of the Annotated Code of Maryland and Title I of the Consumer Credit Protection Act.

WITNESS the corporate seal of BEN'S MASONRY, INC., a body corporate, and the signature of PEGGY A. RIDGLEY, Vice- President thereof.

TEST:

Bettie L. Breeden

BETTIE L. BREEDEN

BEN'S MASONRY, INC. (SEAL)

BY: Peggy A. Ridgley (SEAL)

Peggy A. Ridgley Vice President

(SEAL)

(SEAL)

State of Maryland, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 15th day of February one thousand, nine hundred and seventy-eight, before me, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared PEGGY A. RIDGLEY, Vice- President of BEN'S MASONRY, INC., a body corporate,

the MORTGAGOR named in the foregoing mortgage, and he acknowledged the aforegoing mortgage to be the act of said body corporate.

At the same time also appeared WALTER R. KLOHR, JR., President of the Mortgagee named in the aforegoing mortgage, 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 to the extent that the proceeds of said loan, or any part thereof, represent the purchase money for the property described in this mortgage, the amount of said loan representing said purchase money was paid over and disbursed to either the Mortgagor or the person responsible for the disbursement of funds in the closing transaction, or their respective agents at a time no later than the final and complete execution*of this mortgage, and that he is the agent of said body corporate and duly authorized to make this oath.

*and delivery by the Borrower

AS WITNESS my hand and Notarial Seal.

Bettie L. Breeden

BETTIE L. BREEDEN *Notary Public.*

LIBER 136 PAGE 574

DOCUMENT NO. 93,714

D. R. City/County

FINANCING STATEMENT RECORDED

THIS MORTGAGE, Made this 20th day of June, in the year one thousand, nine hundred and seventy-eight between

BEN'S MASONRY, INC., a body corporate

of the State of Maryland, MORTGAGOR, whose address is Rt. 3, Box 440, Stevensville, Maryland 21666, and

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION a body corporate, of the State of Maryland, MORTGAGEE, whose address is 7699 Harford Road, Baltimore, Maryland 21234.

WHEREAS, the said MORTGAGOR being a member of the said body corporate, has received therefrom an advance of THIRTY THOUSAND DOLLARS ($30,000.00)

used as part of the purchase money for the property hereinafter described.

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 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 hereinafter during the term hereof, computed on a daily basis plus 2% per annum; provided, however, that the rate of interest charged herein during the first six (6) months of said term shall never be less than 9½% per annum, and that the rate of interest charged herein thereafter shall never be less than 13½% per annum. Said interest shall be payable in quarterly installments commencing on the 1st day of September, 1978; the principal sum due hereunder together with interest computed as hereinbefore set forth, if not sooner paid, shall be fully due and payable twelve (12) 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, the said MORTGAGOR does grant unto said Mortgagee, its successors and assigns, all that parcel of ground situate in the Fourth Election District of Queen Anne's County, State of Maryland, and described as follows, that is to say:

BEING known and designated as Lot No. 26 Block F as shown on the Plat entitled "Cloverfields Plat 4", which Plat is recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 47, folio 57.

BEING the same lot of ground which by Deed dated February 15, 1978 and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 131, folio 554 , was granted and conveyed by Philip A. Wise, Jr. to the said Ben's Masonry, Inc.

IT IS UNDERSTOOD AND AGREED that a default in any of the covenants and conditions of a mortgage dated February 15, 1978 and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 131, folio 556, from Ben's Masonry, Inc. to Admiral-Builders Savings and Loan Association shall constitute a default under this mortgage, maturing the same.

RECEIVED
CLERK. CIRCUIT COURT
1978 JUN 21 PM 1:52
QUEEN ANNE'S COUNTY

JUN 21-78 A #26029 *****99.00
JUN 21-78 A #26028 *****14.00

PETITIONER'S EXHIBIT No. 2

THE SAID MORTGAGOR hereby covenants and agrees with the said Mortgagee, its successors and assigns, to pay and perform as herein set forth and in addition thereto to pay 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, 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.

Admiral-Builders Savings and Loan Association, the Secured Party, signs this instrument to comply with the Uniform Commercial Code, Article 95-B of the Annotated Code of Maryland.

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION

BY: William M. Levy

WILLIAM M. LEVY

THIS loan may be prepaid in whole or in part, at any time, without penalty.

AT the Mortgagee's option, Mortgagor will 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 principal and interest which is received by the Mortgagee more than fifteen (15) days after the due date thereof to cover the extra expense of handling delinquent payments.

THIS mortgage is made upon the distinct understanding between the parties hereto that if any of the following items are now or hereafter located on the property above described they shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: All garages; all bathroom accessories, such as tub, lavatory, closet combination, built-in medicine cabinets; all kitchen accessories, such as sink, built-in kitchen units, garbage disposal unit, dishwasher, gas, electric, and coal ranges; breakfast nook furniture which is attached to or affixed to the dwelling; all cellar accessories, such as laundry equipment and tubs; heating plant complete with its boiler, circulators, radiators, piping and tubing; hot water heaters; oil burner, with its motors, piping and tubing; oil tanks, centrally controlled air conditioning equipment and/or individual units of a permanent nature; built-in club room with its appurtenances; built-in radio and television antenna; all lighting fixtures; built-in mantels; screens for windows and doors, storm-windows and doors; window shades and floor coverings affixed to the floor. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the Mortgagee as a part of the Mortgagee's security.

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 MORTGAGOR hereby assigns 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 MORTGAGOR, 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 MORTGAGOR.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said MORTGAGEE its successors and assigns, forever, in fee simple.

IF HOWEVER the said MORTGAGOR shall make the payments and perform the covenants herein on his part contained, then this mortgage shall be void.

AND THE SAID MORTGAGOR hereby expressly binds the said MORTGAGOR, his heirs, personal representatives and assigns to pay and perform as above set forth, and in addition thereto to pay unto the MORTGAGEE, its successors and assigns, during the continuance of this mortgage, such sum or sums of money as shall be equal to one-twelfth of the aggregate of the ground rent, if any, water rent, city taxes, public school taxes, and mortgage insurance premium, if any, and all other charges and assessments against said property, as the same become due and payable, hereafter, and beginning on the first day of the month next preceding the date for payment of the first of said payments, and additional payments to be used by said MORTGAGEE, its successors and assigns, in the payment of the ground rent, if any, water rent, city taxes, public school taxes, and mortgage insurance premium, if any, and all other charges and assessments against said property, as they become due and payable, and the said MORTGAGOR hereby agrees that such payments, or any part thereof, may be used by the said MORTGAGEE, its successors and assigns, for the payment of said ground rent, if any, water rent, city taxes, public school taxes, and mortgage insurance premium, if any, and all other charges and assessments against said property, as they become due and payable, and that such payments, or any part thereof, may be credited as a payment on account of the principal mortgage debt, and the said MORTGAGOR further covenants that should said specified funds, or any part thereof, be insufficient for the purpose of paying said ground rent, if any, water rent, city taxes, public school taxes, and mortgage insurance premium, if any, and all other charges and assessments against said property, when the same become due and payable, then the said MORTGAGOR shall pay the deficiency to the said MORTGAGEE, its successors and assigns, upon demand, and the said MORTGAGOR hereby agrees to pay the said ground rent, if any, water rent, city taxes, public school taxes, and mortgage insurance premium, if any, and all other charges and assessments against said property, when the same become due and payable, and the said MORTGAGOR hereby covenants to be bound by the terms and provisions of this mortgage and covenants to pay.

SAID MORTGAGOR also covenants and agrees:—(a) to keep the improvements on said property in good repair; (b) to insure and keep insured said improvements 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 inure 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; (c) that it shall be deemed a default under this mortgage if the MORTGAGOR shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the MORTGAGEE; (d) that the MORTGAGOR specially warrants the property herein mortgaged and the MORTGAGOR will execute such further assurances thereof as may be requisite.

AND IT IS AGREED that until default be made herein, the said MORTGAGOR or his assigns may retain possession of the hereby mortgaged property.

AND 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 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 and directs the said MORTGAGEE, its successors and assigns. or KARL M. LEVY, ROBERT J. NEUBAUER, WILLIAM M. LEVY 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 21 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 this 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 MORTGAGOR shall, in addition to such other sum or sums with which he shall be chargeable, be also chargeable with a counsel fee of Seventy-five Dollars ($75.00) to the attorney or solicitor instituting such proceedings; and the said MORTGAGOR, for himself, his heirs, personal representatives and assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to 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 the percentage allowed as commissions to trustees making sale under order or decree of the Circuit Court (in Equity) for the County or City in which said foreclosure proceedings are instituted, which said expenses, costs and commissions the said MORTGAGOR for himself, his heirs, personal representatives and assigns does hereby covenant and agree to pay; and the said MORTGAGEE, its successors and assigns, or KARL M. LEVY, ROBERT J. NEUBAUER or WILLIAM M. LEVY 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, 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 THREE HUNDRED Dollars 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 or assigns, hereunder, whether the same shall have then matured or not; and third, the balance, if any, to the said MORTGAGOR, his heirs, personal representatives or assigns.

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; whenever there shall be two or more MORTGAGORS hereunder all obligations of said MORTGAGORS shall be joint and several.

LIBER 11 PAGE 562

THE MORTGAGOR hereby certifies that prior to the execution of this Mortgage he has received a loan disclosure statement in connection with this loan as required by Article 49 of the Annotated Code of Maryland and Title I of the Consumer Credit Protection Act.

WITNESS the corporate seal of BEN'S MASONRY, INC., a body corporate, ~~WITNESS the hand(s) and seal(s) of the MORTGAGOR(S)~~

and the signature of PEGGY A.RIDGLEY, Vice President thereof.

TEST:

Bettie L Breeden

BETTIE L. BREEDEN

BEN'S MASONRY, INC. ~~(SEAL)~~

BY: Peggy A. Ridgley ~~(SEAL)~~

Peggy A.Ridgley Vice President

(SEAL)

(SEAL)

State of Maryland, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 20th day of June, one thousand, nine hundred and seventy-eight, before me, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared

PEGGY A. RIDGLEY Vice-President of BEN'S MASONRY, INC., a body corporate,

the MORTGAGOR(S) named in the foregoing mortgage, and he acknowledged the aforegoing mortgage to be the act of said body corporate.

At the same time also appeared WALTER R. KLOHR, JR.

President of the Mortgagee named in the aforegoing mortgage, 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 to the extent that the proceeds of said loan, or any part thereof, represent the purchase money for the property described in this mortgage, the amount of said loan representing said purchase money was paid over and disbursed to either the Mortgagor or the person responsible for the disbursement of funds in the closing transaction, or their respective agents at a time no later than the final and complete execution* of this mortgage, and that he is the agent of said body corporate and duly authorized to make this oath.

*and delivery by the Borrower

AS WITNESS my hand and Notarial Seal.

Bettie L Breeden

~~WITNESS my hand and seal~~ *Notary Public.*

BETTIE L. BREEDEN

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION, a body corporate of the State of Maryland

vs.

BEN'S MASONRY, INC., a body corporate of the State of Maryland

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

(IN EQUITY)

#6527

STATEMENT OF MORTGAGE DEBT

AS TO FIRST MORTGAGE

Amount of mortgage loan	$ 5,600.00	
Interest to November 30, 1979	775.90	
Late Charge	28.99	
	$ 6,404.89	
Amount paid on principal of loan	0	
		$ 6,404.89

AS TO SECOND MORTGAGE

Amount of mortgage loan	$ 30,000.00	
Interest to November 30, 1979	4,289.78	
Late Charges	157.31	
Progress inspections on construction	300.00	
Extension Fee	356.00	
	$ 35,103.09	
Amount paid on principal of loan	0	
		35,103.09

TOTAL AMOUNT DUE. . . . . $ 41,507.98

ADMIRAL-BUILDERS SAVINGS & LOAN ASSOCIATION MARYLAND 1895

President, Admiral-Builders Savings and Loan Association

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 2nd day of October in the year nineteen hundred and seventy-nine before me, a Notary Public of the State of Maryland, in and for ~~aforesaid City of~~ Baltimore County, 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 true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal

WILLIAM M. LAY NOTARY PUBLIC BALTIMORE COUNTY

Notary Public

LIBER 11 PAGE 564

DECREE FOR SALE OF MORTGAGE PREMISES

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION, a body corporate of the State of Maryland *v.* BEN'S MASONRY, INC., a body corporate of the State of Maryland	IN THE **CIRCUIT COURT** FOR QUEEN ANNE'S COUNTY (IN EQUITY) #6527 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 October, in the year nineteen hundred and seventy-nine, by the Circuit Court for Queen Anne's County, In Equity, **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 WILLIAM M. LEVY 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 FORTY-TWO THOUSAND Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given notice by advertisement, inserted in such daily newspaper or newspapers published in Queen Anne's County, at least once in each week for three successive weeks, the first such publication to be not less than fifteen days prior to sale and the last such publication to be not more than one week prior to sale, [Md. Rule W 74-2 (i)] of the time, place, manner and terms of sale, which shall be cash, deposit in cash or certified check of $4,000.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest at the rate PERMITTED BY LAW from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their personal representatives 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 make distribution of the money arising from said sale 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.

Clayton C. Cella
Judge.

CLERK, CIRCUIT COURT
1979 OCT -8 AM 10:43
QUEEN ANNE'S COUNTY

Internal Revenue Service
District Director

Department of the Treasury

Date: October 29, 1979

In the Matter of: Admiral-Builders Savings & Loan Association vs. Ben's Masonry, Inc.

IRS Person to Contact:
Isaac Litt

Contact Telephone Number:
(301) 962-3263

Clerk of the Circuit Court
of Queen Anne's County

Dear Sir:

We have enclosed a Proof of Claim, in duplicate, relating to the proceeding noted above.

Your attention is directed to the priority of this claim and the personal liability provisions of section 3467, United States Revised Statutes, which provides:

> "Liability of Fiduciary: Every executor, administrator, or assignee, or other person, who pays, in whole or in part, any debt due by the person or estate for whom or for which he acts before he satisfies and pays the debts due to the United States from such person or estate, shall become answerable in his own person and estate to the extent of such payments for the debts so due to the United States, or for so much thereof as may remain due and unpaid."

The original Proof of Claim is for your files. Please acknowledge its receipt by stamping, or endorsing the duplicate copy and returning it to us. An addressed, postpaid envelope is enclosed for your convenience.

If you have any questions, please contact the person whose name and telephone number are shown above.

Thank you for your cooperation.

Sincerely yours,

District Director

Copy: U. S. Attorney
Levy & Ditto

Enclosures:
Proof of Claim in duplicate
Envelope

31 Hopkins Plaza, Baltimore, Md. 21201

LIBER 11 PAGE 565

Form L-241 (Rev. 4-76)

LIBER 11 PAGE 566

FORM 4490 (OCT. 1968)

DEPARTMENT OF THE TREASURY – INTERNAL REVENUE SERVICE

PROOF OF CLAIM FOR INTERNAL REVENUE TAXES

IN THE Circuit COURT

FOR ~~THE~~ Queen Anne's County

IN THE MATTER OF:

Admiral-Builders Savings & Loan Association

vs.

Ben's Masonry, Inc.

~~XXXXXX~~ Equity NO. 6527

TYPE OF PROCEEDING Mortgage Foreclosure

CLAIM OF THE UNITED STATES
FOR INTERNAL REVENUE TAXES

TAXPAYER'S IDENTIFYING NUMBER:
Social Security No.
Employer Identification No. 52-1001767

The undersigned officer of the Internal Revenue Service, a duly authorized agent of the United States in this behalf, being duly sworn, deposes and says that:

1. Ben's Masonry, Inc. is justly and truly indebted to the United States in the sum of $43,837.65 with interest thereon as hereinafter stated

2. The said debt is for taxes due under the internal revenue laws of the United States as follows:

KIND OF TAX	PERIOD	AMOUNT DUE	Date Lien filed ~~XXXXXX~~	Assessed DATE TAX LIEN ~~XXXXX~~
WT-FICA(Form 941)	7706	$14,299.28	10/04/78	06/05/78
Interest to 12/24/79		1,278.21		
Penalty		955.11		
WT-FICA(Form 941)	7806	5,822.60	01/23/79	09/25/78
Interest to 12/24/79		527.21		
Penalty		457.37		
WT-FICA(Form 941)	7809	9,907.37	02/28/79	12/25/78
Int to 12/24/79		588.90		
Penalty		531.90		
WT-FICA(Form 941)	7812	8,729.36	06/06/79	04/02/79
Interest to 12/24/79		392.00		
Penalty		348.34		

RECEIVED
CLERK, CIRCUIT COURT
1979 OCT 30 AM 9:29
QUEEN ANNE'S COUNTY

3. No part of said debt has been paid and it is now due and payable at the Office of the District Director of Internal Revenue;
4. There are no set-offs or counterclaims to said debt;
5. Except for the statutory tax liens which arose on the dates shown above, the United States does not hold, to the deponent's knowledge or belief, any security or securities for said debt;
6. No note or other negotiable instrument has been received for said debt or any part thereof, nor has any judgment been rendered with respect to said debt; and
7. Said debt has priority and must be paid in full in advance of distribution to creditors to the extent provided by law: See section 3466 of the Revised Statutes (31 U.S.C. 191). Any executor, administrator, or other person who fails to pay the claims of the United States in accordance with its priority, may become personally liable for said debt under section 3467 (31 U.S.C. 192).

SUBSCRIBED AND SWORN TO BEFORE ME THIS 29th day of October, 1979

Notary Public

SIGNATURE

INTERNAL REVENUE SERVICE TITLE
Chief, Special Procedures Staff

ADDRESS
P. O. Box 1076
Baltimore, MD 21203

FORM 4490 (10-68)

PART 1 For Court (or Fiduciary, if required by local procedures)

LIBER 2 PAGE 342

Fidelity and Deposit Company

Equity #6527

HOME OFFICE OF MARYLAND BALTIMORE, MD. 21203

Bond No. 603 45 84

KNOW ALL MEN BY THESE PRESENTS:

That we, William M. Levy, 1507 Fidelity Bldg., Baltimore, Md. 21201 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-two thousand and 00/100----------($42,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 26th day of October in the year of our Lord one thousand nine hundred and seventy-nine

WHEREAS, the above bounden William M. Levy 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:

Ben's Masonry, Inc.

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden William M. Levy

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:

Betty L. Breeden

William M. Levy (SEAL)

(SEAL)

WITNESS:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Jeanette Rhea *As to Surety*

By Maria L. Lenox *Attorney-in-Fact*

J3116—1M, 5-78 205620
Trustee's Bond
Formerly MD3116a

SURETY APPROVED AND BOND FILED ON 10/31/79

LIBER 11 PAGE 567

LIBER 11 PAGE 568

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber CWC No. 2, folio 342, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 6th day of November, 1979.

Marguerite W. Martin

Clerk of the Circuit Court for Queen Anne's County

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR. , Vice-President, and C. W. ROBBINS , Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

SEC. 2. The President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto.

does hereby nominate, constitute and appoint R. F. Mansfield, J. Russell Townshend, Clinton A. Killam, Jr., J. Donald Haynes, Patricia H. Murphy, Robert L. Rogers, Pauline A. Beall, Maria L. Lenox and Anna R. Daily, all of Baltimore, Maryland, EACH..... its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes those issued on behalf of R. F. Mansfield, etal, dated, November 7, 1977 and on behalf of J. Donald Haynes, dated, December 20, 1978.

The said Assistant Secretary does hereby certify that the aforegoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 8th day of June, A.D. 19 79

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C W Robbins
Assistant Secretary

By C M Pecot
Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE } ss:

On this 8th day of June, A.D. 19 79, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

MELINDA T. HAUS NOTARY PUBLIC BALTIMORE CITY, MD.

Melinda T Haus
Notary Public Commission Expires July 1, 1982

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969:

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 26th day of October, 1979

Assistant Secretary

L1428Ctf.—1M, 2-79 207420

LIBER 22 PAGE 570

ADMIRAL-BUILDERS SAVINGS AND	:	IN THE
LOAN ASSOCIATION	:	CIRCUIT COURT
PLAINTIFF	:	FOR
VS.	:	QUEEN ANNE'S COUNTY
BEN'S MASONRY, INC.	:	(IN EQUITY)
DEFENDANT	:	CASE # 6527

: :

AFFIDAVIT OF NOTIFICATION OF SALE AND TERMS THEREOF

I, William M. Levy, Trustee, do hereby make oath that pursuant to Rule W 74 of the Maryland Rules of Procedure I mailed on October 23, 1979 by certified mail, return receipt requested, to Peggy A. Ridgley, Ben's Masonry, Inc., Route 3 Box 440, Stevensville, Maryland 21666, notice of the time, place and terms of the pending sale of the property, the subject of these proceedings, a copy of said letter being filed herewith as a part hereof, to which is attached a copy of the signed return receipt.

William M. Levy, Trustee

Sworn to before me, a Notary Public of the State of Maryland this 1st day of November, 1979.

Bettie L. Breeden, Notary Public

CLERK'S OFFICE
1979 NOV -2 AM 8 57
QUEEN ANNE'S COUNTY

LEVY AND DITTO
ATTORNEYS
1507 FIDELITY BUILDING
BALTIMORE, MARYLAND 21201

KARL M. LEVY
JOHN H. DITTO, JR.
WILLIAM M. LEVY

LEVY AND DITTO
ATTORNEYS AT LAW
1507 FIDELITY BUILDING
BALTIMORE, MD. 21201
PHONE 727-3445

HARFORD COUNTY OFFICE:
20 OFFICE STREET
BEL AIR, MD. 21014
PHONE 838-6801

October 23, 1979

Mrs. Peggy A. Ridgley
Ben's Masonry, Inc.
Route 3 Box 440
Stevensville, Maryland 21666

Re: Lot 26 Block F Cloverfields Plat 4

Dear Mrs. Ridgley:

Pursuant to Rule W74 of the Maryland Rules of Procedure, I hereby advise you that I will sell the above captioned property, as Trustee appointed by Decree of the Circuit Court for Queen Anne's County, at public auction, on Friday, November 9, 1979 at 1:30 p.m. on the premises.

The manner and terms of sale, as advertised in the Queen Anne's Record Observer, on October 17th, 24th, 31st and November 7th, are as follows:

TERMS OF SALE: Cash. A deposit in cash or a certified check of $4,000.00 at the time and place of sale, balance in cash upon final ratification of sale by the Circuit Court for Queen Anne's County, interest at the rate permitted by law to be paid on the unpaid purchase money from the date of sale to date of settlement.

Taxes, and all other public charges and assessments payable on an annual basis, including sanitary and/or Metropolitan District charges, if any, 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 and any other charges incident to the recording of the deed to the purchaser shall be borne by the purchaser.

Terms of sale to be complied with within 5 days after final ratification thereof, by the Circuit Court for Queen Anne's County, otherwise property shall be resold at the risk and cost of the defaulting purchaser.

Very truly yours,

WILLIAM M. LEVY

WML:bb

LIBER 11 PAGE 572

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:
Mrs. Peggy A. Ridgley
Ben's Masonry, Inc.
Route 3 Box 440
Stevensville, Maryland 21666

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	526921	

(Always obtain signature of addressee or agent)

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

Peggy A Ridgley

4. DATE OF DELIVERY
OCT 30 1979

POSTMARK
USPO OCT 30 1979

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆ GPO: 1975—O-568-047

REPORT OF SALE

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION

vs.

BEN'S MASONRY, INC.

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY
EQUITY No. 6527

To The Honorable Judge of the Circuit Court FOR QUEEN ANNE'S COUNTY

The Report of Sale of WILLIAM M. LEVY

Trustee appointed by the decree in the above entitled cause, to make sale of the fee simple 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 advertisements 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, said Trustee did pursuant to said notice on Friday the 9th day of November 1979 at 1:30 o'clock P. M. attend on the premises and then and there sold the said property, the same being fully described in a copy of the advertisement in The Queen Anne's Record - Observer attached hereto, unto Martin Saia and Mary E. Saia, his wife, at and for the sum of $46,500.00 (cash upon ratification of the sale) who were then and there the highest bidder therefor.

Respectfully submitted,

William M. Levy
Trustee

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 15th day of November 19 79 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared WILLIAM M. LEVY

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,

Bettie L. Breeden
Notary Public.
Bettie L. Breeden

LEVY & DITTO, SOLICITORS
1507 Fidelity Building
Baltimore, Maryland 21201

Trustee's Sale

of

Highly Desirable Brick and Frame Split Level Dwelling In Fee Simple

Located on the corner of Willow Court and Monroe Manor Road "Cloverfields," known as Box 468 Route 3 Stevensville, Maryland

Under and by virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, passed on October 8th, 1979 in the case entitled "Admiral-Builders Savings and Loan Association vs. Ben's Masonry, Inc." (decree for the sale of mortgaged premises) the undersigned Trustee will sell at public auction, ON THE PREMISES, ON

Friday, November 9, 1979

at 1:30 p.m.

All that fee simple lot of ground and the improvements thereon situate on Kent Island in the Fourth Election District of Queen Anne's County and being described as follows:

BEING known and designated as Lot No. 26 Block F as shown on the Plat entitled "Cloverfields Plat 4," recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 47, folio 57.

IMPROVED by a newly constructed brick and frame split level dwelling containing living room, dining room area, kitchen, 3 bedrooms, 2 baths and a partially completed club room and fireplace in lower level, with forced air energy saving heat pump. The lot and improvements has well and septic system.

SUBJECT to conditions, restrictions, easements and agreements of record.

TERMS OF SALE: Cash. A deposit in cash or a certified check of $4,000.00 at the time and place of sale, balance in cash upon final ratification of sale by the Circuit Court for Queen Anne's County, interest at the rate permitted by law to be paid on the unpaid purchase money from the date of sale to date of settlement.

Taxes, and all other public charges and assessments payable on an annual basis, including sanitary and/or Metropolitan District charges, if any, 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 and any other charges incident to the recording of the deed to the purchaser shall be borne by the purchaser.

Terms of sale to be complied with within 5 days after final ratification thereof, by the Circuit Court for Queen Anne's County, otherwise property shall be resold at the risk and cost of the defaulting purchaser.

William M. Levy, Trustee
727/3445

Alex Cooper Auctioneers, Inc.
752/4868

RO10-17-4t

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

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
VS.	:	
BEN'S MASONRY, INC.	:	EQUITY No. 6527
	:	

STATE OF MARYLAND, CITY OF BALTIMORE Set:

I HEREBY CERTIFY, that on this 9th Day of NOV., 1979, before me, the subscriber, a Notary Public of the State of Maryland in and for ~~Baltimore City~~ Baltimore County personally appeared

MARTIN SAIA & MARY E. SAIA

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 Improved Property, CORNER WILLOW COURT & MONROE MANOR RD., QUEEN ANNE COUNTY, MD. mentioned in the said Report of Sale.

Martin Saia
Purchaser

Mary E. Saia
Purchaser

(SEAL) [signature]

JOSEPH A. COOPER NOTARY PUBLIC BALTIMORE CO., MD.
Notary Public

CLERK'S OFFICE
1979 NOV 16 AM 9:32
QUEEN ANNE'S COUNTY

ORDER NISI ON SALE

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION vs. BEN'S MASONRY, INC.	In the Circuit Court for Queen Anne's County In Equity Cause No. 6527

ORDERED, this 16th day of November, 19 79, that the sale of the real property, made and reported in this cause by William M. Levy, Trustee, be ratified and confirmed, on or after the 17th day of December, 19 79, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 10th day of December, 19 79.

The report states the amount of sales to be $ 46,500.00.

Marguerite H. Mankin Clerk

Filed November 16, 1979

ADMIRAL-BUILDERS SAVINGS AND	:	IN THE
LOAN ASSOCIATION	:	CIRCUIT COURT
PLAINTIFF	:	FOR
VS.	:	QUEEN ANNE'S COUNTY
BEN'S MASONRY, INC.	:	(IN EQUITY)
DEFENDANT	:	CASE # 6527

: :

AFFIDAVIT OF NOTIFICATION OF SALE AND TERMS THEREOF GIVEN TO DISTRICT DIRECTOR OF INTERNAL REVENUE PURSUANT TO SECTION 7425 (c) OF THE INTERNAL REVENUE CODE

I, William M. Levy, Trustee, do hereby make oath that pursuant to Section 7425 (c) of the Internal Revenue Code, I personally served on Chief, Special Procedures Section, District Director of Internal Revenue, Federal Building, Baltimore, Maryland, notice as provided in said section of the pending sale of the property, the subject of these proceedings, a copy of said letter being filed herewith as a part hereof.

William M. Levy, Trustee

Sworn to before me, a Notary Public of the State of Maryland this 30th day of November 1979.

KARE M. LEVY, Notary Public

KARE M. LEVY NOTARY PUBLIC BALTIMORE COUNTY, MD.

CLERK'S OFFICE
1979 DEC -3 AM 9 41
QUEEN ANNE'S COUNTY

LEVY AND DITTO
ATTORNEYS
1507 FIDELITY BUILDING
BALTIMORE, MARYLAND 21201

LIBER 22 PAGE 377

LIBER 11 PAGE 578

LEVY AND DITTO

KARL M. LEVY
JOHN H. DITTO, JR.
WILLIAM M. LEVY

ATTORNEYS AT LAW
1507 FIDELITY BUILDING
BALTIMORE, MD. 21201
(301) 727 3445

HARFORD COUNTY OFFICE:
20 OFFICE STREET
(301) 838-6801

October 12th, 1979

RECEIVED
OCT 2 8 1979
DISTRICT DIRECTOR OF INTERNAL REVENUE
SPECIAL PROCEDURE
BALTIMORE

District Director of Internal Revenue
Federal Building
Baltimore, Maryland 21203

Attention: Chief, Special Procedure Section

Re: Lot No. 26 Block F Cloverfields Plat 4
situate at the corner of Willow Court and Monroe
Manor, Stevensville, Maryland 21666

Dear Sir:-

Pursuant to Section 7425(c) of The Internal Revenue Code, notice is hereby given of the pending sale of the above captioned property, on the premises, on Friday, November 9th, 1979, at 1:30 P.M.

The sale is to be made by William M. Levy, Trustee, under decree of the Circuit Court for Queen Anne's County, in equity, dated October 8th, 1979, in the case entitled "Admiral-Builders Savings and Loan Association vs. Ben's Masonry, Inc.," Case No. 6527.

In accordance with the Regulations governing notice of sale as directed by the aforesaid section, the following information is submitted.

1. The name and address of the person submitting the notice of sale is William M. Levy, Esquire, 1507 Fidelity Building, Baltimore, Maryland 21201.

2. A copy of Form 668 "Notice of Federal Tax Lien Under Internal Revenue Laws" Serial No. 79-A-053 is enclosed herewith, having been recorded among the judgment records of Queen Anne's County on October 4th, 1978.

3. With respect to the property to be sold, the description and location thereof, the date, time, place and terms of the proposed sale are set forth on the enclosed advertisement which is to appear in the Queen Anne's Record Observer on October 17th, 24th and 31st and November 7th.

4. The approximate amount of the principal obligation, including interest secured by the lien sought to be enforced is $41,500.00. To this must be added the approximate sum of $4,350.00 to cover the expense of court costs, advertising sale, auditor's fees, auctioneer's fees, attorney's fees, Trustee's commissions and a proportionate share of real estate taxes and metropolitan charges. The approximate amount to satisfy the principal obligation and pay all

October 12th, 1979

District Director of Internal Revenue

interest and costs in full is $45,850.00.

I am submitting a duplicate copy of this notice and the enclosures thereto, requesting that the receipt of this notice be acknowledged and returned to me in the self-addressed, stamped envelope.

Very truly yours,

WILLIAM M. LEVY, Trustee

WML:mcb
Enclosures

LIBER 11 PAGE 580

m 668
(V. 2-77)

DEPARTMENT OF THE TREASURY — INTERNAL REVENUE SERVICE

NOTICE OF FEDERAL TAX LIEN UNDER INTERNAL REVENUE LAWS

For Optional Use By Recording Office

RECEIVED
CLERK, CIRCUIT COURT
1978 OCT -4 PM 1:52
QUEEN ANNE'S COUNTY

TRICT: Baltimore

SERIAL NUMBER: 79-A-053

ursuant to the provisions of Sections 6321, 6322, and 6323 of the Internal Revenue de, notice is hereby given that there have been assessed under the Internal Reve- laws of the United States against the following-named taxpayer taxes (including erest and penalties) which after demand for payment thereof remain unpaid, and t by virtue of the above-mentioned statutes the amount of said taxes, together with alties, interest, and costs that may accrue in addition thereto, is a lien in favor of United States upon all property and rights to property belonging to said taxpayer.

ME OF TAXPAYER: Bens Masonry Inc.

SIDENCE: Rt. 2, Box 949B
Stevensville, Md. 21666

KIND OF TAX (a)	TAX PERIOD ENDED (b)	DATE OF ASSESSMENT (c)	IDENTIFYING NUMBER (d)	UNPAID BALANCE OF ASSESSMENT (e)
941	6-30-77	6-5-78	52-1001769	14,287.28

CE OF FILING: Clerk of the Circuit Court
Queen Anne's County
Centreville, Md.

1256

TOTAL $ 14,287.28

NESS my hand at Easton, Md., on this,

2nd day of October, 19 78

NATURE: Robert J. McDonald

TITLE: Revenue Officer

(NOTE: Certificate of officer authorized by law to take acknowledgments is not essential to the validity of Notice of Federal Tax Lien G.C.M. 26419, C.B. 1950-1, 125.)

PART 1 — To be retained by recording office

Fed Tax Lien
61.1

LEVY & DITTO, SOLICITORS
1507 Fidelity Building
Baltimore, Maryland 21201

TRUSTEE'S SALE

of

Highly Desirable brick and frame split level dwelling in fee simple located on the corner of Willow Court and Monroe Manor Road/"Cloverfields", known as Box 468 Route 3 Stevensville, Maryland

Under and by virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, passed on October 8th, 1979 in the case entitled "Admiral-Builders Savings and Loan Association vs. Ben's Masonry, Inc." (decree for the sale of mortgaged premises) the undersigned Trustee will sell at public auction, ON THE PREMISES, ON

FRIDAY, NOVEMBER 9, 1979 at 1:30 P.M.

All that fee simple lot of ground and the improvements thereon situate on Kent Island in the Fourth Election District of Queen Anne's County and being described as follows:

BEING known and designated as Lot No. 26 Block F as shown on the Plat entitled "Cloverfields Plat 4", recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 47, folio 57.

IMPROVED by a newly constructed brick and frame split level dwelling containing living room, dining room area, kitchen, 3 bedrooms, 2 baths and a partially completed club room and fire place in lower level, with forced air energy saving heat pump. The lot and improvements has well and septic system.

SUBJECT to conditions, restrictions, easements and agreements of record.

TERMS OF SALE: Cash. A deposit in cash or a certified check of $4,000.00 at the time and place of sale, balance in cash upon final ratification of sale by the Circuit Court for Queen Anne's County, interest at the rate permitted by law to be paid on the unpaid purchase

money from the date of sale to date of settlement.

Taxes, ~~[illegible]~~ and all other public charges and assessments payable on an annual basis, including sanitary and/or Metropolitan District charges, if any, 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 and any other charges incident to the recording of the deed to the purchaser shall be borne by the purchaser.

Terms of sale to be complied with within 5 days after final ratification thereof, by the Circuit Court for Queen Anne's County, otherwise property shall be resold at the risk and cost of the defaulting purchaser.

William M. Levy, Trustee
727/3445

Alex Cooper Auctioneers, Inc.
752/4868

LEVY AND DITTO
ATTORNEYS AT LAW
1507 FIDELITY BUILDING
BALTIMORE, MD. 21201
PHONE 727-3445

KARL M. LEVY
JOHN H. DITTO, JR.
WILLIAM M. LEVY

HARFORD COUNTY OFFICE:
20 OFFICE STREET
BEL AIR, MD. 21014
PHONE 838-6801

December 5, 1979

Ms. Betty M. Comegys, Chief Deputy
Circuit Court for Queen Anne's County
Court House
Centreville, Maryland 21617

Re: Admiral-Builders Savings and
Loan Association vs.
Ben's Masonry, Inc.
Equity No. 6537

Dear Ms. Comegys:

I am enclosing for filing in the above captioned case a copy of transmittal letter from Harvey R. Hammer, Chief, Special Procedures Staff, Internal Revenue Service, to William M. Levy dated December 4, 1979 together with copies of the "Certificate of Release of Federal Tax Lien", the originals of which were filed with you on December 4, 1979.

Thanking you, I am,

Very truly yours,

WILLIAM M. LEVY,
Trustee

WML:bb

Encl.

LIBER 11 PAGE 584

Internal Revenue Service

District
Director

Department of the Treasury

31 Hopkins Plaza, Baltimore, MD 21201

Mr. William M. Levy
Levy and Ditto
1507 Fidelity Building
Baltimore, Maryland 21201

Person to Contact: Mr. Isaac Litt

Telephone Number: 301-962-3264

Refer Reply to: C:SPS:LNT

Date: December 4, 1979

Dear Mr. Levy:

As requested, enclosed are photocopies of Form 668, Certificate of Release of Federal Tax Lien, relating to Bens Masonry, Inc. The original releases were sent to the Clerk of the Circuit Court of Queen Anne's County today.

Sincerely yours,

Harvey R. Hammer
Chief, Special Procedures Staff

Enclosures

Form 668 (REV. 2-77)

DEPARTMENT OF THE TREASURY — INTERNAL REVENUE SERVICE

CERTIFICATE OF RELEASE OF FEDERAL TAX LIEN

For Optional Use By Recording Office

DISTRICT: Baltimore, Md.

SERIAL NUMBER: 79-A-244

I hereby certify that as to the following-named taxpayer the requirements of section 6325(a), Internal Revenue Code, have been satisfied with respect to the taxes enumerated below, together with all statutory additions provided by section 6321; and that the lien for such taxes and statutory additions has thereby been released. The proper officer in the office where notice of internal revenue tax lien was filed on JUNE 6, 1979, is hereby authorized to make notation on the books to show the release of said lien, insofar as the lien relates to the following taxes.

NAME OF TAXPAYER: Sand Masonry Inc.

RESIDENCE: Rt. 3, Box 440
Stevensville, Md. 21666

KIND OF TAX (a)	TAX PERIOD ENDED (b)	DATE OF ASSESSMENT (c)	IDENTIFYING NUMBER (d)	UNPAID BALANCE OF ASSESSMENT (e)
941	12-31-78	4-2-79	52-1001769	6,723.36
			TOTAL $	6,723.36
			$ 1256	

PLACE OF FILING: Clerk of the Circuit Court
Queen Anne's County
Centreville, Md.

WITNESS my hand at Baltimore, Maryland, on th

the 4th day of December 19 79

SIGNATURE: Harvey R. Hammer

TITLE: Chief, Special Procedures Staff

Int

(NOTE: Certificate of officer authorized by law to take acknowledgments is not essential to the validity of Notice of Federal Tax Lien G.C.M. 26419, C.B. 1950-1, 125.)

PART 5 — To be used for recording purposes

LIBER 11 PAGE 585

LIBER 11 PAGE 586

Form 668 (REV. 2-77)

DEPARTMENT OF THE TREASURY — INTERNAL REVENUE SERVICE

CERTIFICATE OF RELEASE OF FEDERAL TAX LIEN

For Optional Use By Recording Office

DISTRICT Baltimore

SERIAL NUMBER [illegible]

I hereby certify that as to the following-named taxpayer the requirements of section 6325(a), Internal Revenue Code, have been satisfied with respect to the taxes enumerated below, together with all statutory additions provided by section 6321; and that the lien for such taxes and statutory additions has thereby been released. The proper officer in the office where notice of internal revenue tax lien was filed on October 4, 19 78, is hereby authorized to make notation on the books to show the release of said lien, insofar as the lien relates to the following taxes.

NAME OF TAXPAYER Rene Masonry Inc.

RESIDENCE No. 2, Box 949
Stevensville, Md. 21666

KIND OF TAX (a)	TAX PERIOD ENDED (b)	DATE OF ASSESSMENT (c)	IDENTIFYING NUMBER (d)	UNPAID BALANCE OF ASSESSMENT (e)
941	6-30-77	6-5-78	52-1001709	14,207.20

PLACE OF FILING Clerk of the Circuit Court
Queen Anne's County
Centreville, Md. 1256

TOTAL $ 14,207.20

WITNESS my hand at Baltimore, Maryland, on this, the 4th day of December, 19 79

SIGNATURE Harvey R. Hammer

TITLE Chief, Special Procedures Staff

lnt

(NOTE: Certificate of officer authorized by law to take acknowledgments is not essential to the validity of Notice of Federal Tax Lien G.C.M. 26419, C.B. 1950-1, 125.)

PART 5 — To be used for recording purposes

Internal Revenue Service
District Director

Department of the Treasury

Date: December 6, 1979

In the matter of: Admiral Builders Savings & Loan Association vs. Ben's Masonry, Inc.
IRS Person to Contact:
Isaac Litt
Contact Telephone Number:
(301) 962-3263

Clerk of the Circuit Court
of Queen Anne's County

Dear Sir:

Our proof of claim filed in the proceeding noted above has been closed. You may therefore discontinue further consideration of the claim.

If you have any questions, please contact the person whose name and telephone number are shown above.

Thank you for your cooperation.

Sincerely yours,

District Director

Copy: U. S. Attorney
Levy and Ditto, Attorneys at Law

CLERK, CIRCUIT COURT
1979 DEC -7 AM 9:28
QUEEN ANNE'S COUNTY

31 Hopkins Plaza, Baltimore, Md. 21201

LIBER 11 PAGE 587

Form L-242 (Rev. 5-76)

LEVY & DITTO, SOLICITORS
1507 Fidelity Building
Baltimore, Maryland 21201

Trustee's Sale

of

Highly Desirable Brick and Frame Split Level Dwelling In Fee Simple

Located on the corner of Willow Court and Monroe Manor Road "Cloverfields," known as Box 468 Route 3 Stevensville, Maryland

Under and by virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, passed on October 8th, 1979 in the case entitled "Admiral-Builders Savings and Loan Association vs. Ben's Masonry, Inc." (decree for the sale of mortgaged premises) the undersigned Trustee will sell at public auction, ON THE PREMISES, ON

Friday, November 9, 1979

at 1:30 p.m.

All that fee simple lot of ground and the improvements thereon situate on Kent Island in the Fourth Election District of Queen Anne's County and being described as follows:

BEING known and designated as Lot No. 26 Block F as shown on the Plat entitled "Cloverfields Plat 4," recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 47, folio 57.

IMPROVED by a newly construeted brick and frame split level dwelling containing living room, dining room area, kitchen, 3 bedrooms, 2 baths and a partially completed club room and fireplace in lower level, with forced air energy saving heat pump. The lot and improvements has well and septic system.

SUBJECT to conditions, restrictions, easements and agreements of record.

TERMS OF SALE: Cash. A deposit in cash or a certified check of $4,000.00 at the time and place of sale, balance in cash upon final ratification of sale by the Circuit Court for Queen Anne's County, interest at the rate permitted by law to be paid on the unpaid purchase money from the date of sale to date of settlement.

Taxes, and all other public charges and assessments payable on an annual basis, including sanitary and/or Metropolitan District charges, if any, 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 and any other charges incident to the recording of the deed to the purchaser shall be borne by the purchaser.

Terms of sale to be complied with within 5 days after final ratification thereof, by the Circuit Court for Queen Anne's County, otherwise property shall be resold at the risk and cost of the defaulting purchaser.

William M. Levy, Trustee
727/3445

Alex Cooper Auctioneers, Inc.
752/4868

RO10-17-4t

December 6, 1979

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 Four successive weeks before the 8th day of November 1979

By Dale Van Zant

CLERK
1979 DEC 12 AM 9 13
QUEEN ANNE'S COUNTY

DECEMBER 10 ..... 1979..

THIS IS TO CERTIFY, That the annexed

ORDER NISI ON SALE ..... was inserted in the **QUEEN ANNE'S RECORD OBSERVER,** a newspaper printed and published in Queen Anne's County, Md., once in each of THREE..... successive weeks before the ...6th..... day of .December... 1979..

By .Dale Van Bant

CLERK
1979 DEC 12 AM 9:13
QUEEN ANNE'S COUNTY

ORDER NISI ON SALE
ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION
VS.
BEN'S MASONRY, INC.
IN THE CIRCUIT COURT
FOR QUEEN ONNE'S COUNTY
IN EQUITY
CAUSE NO. 6527

ORDERED, this 16th day of November, 1979, that the sale of the real property, made and reported in this cause by William M. Levy, Trustee, be ratified and confirmed, on or after the 17th day of December, 1979, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 10th day of December, 1979.

The report states the amount of sales to be $46,500.00.

Marguerite W. Mankin Clerk

Filed November 16, 1979
True Copy, Test:
Marguerite W. Mankin, Clerk
By: Betty M. Comegys
Deputy Clerk

RO11-21-2t

LIBER 11 PAGE 590

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION, a body corporate of the State of Maryland *vs.* BEN'S MASONRY, INC., a body corporate of the State of Maryland	IN THE **CIRCUIT COURT** FOR ~~BEN~~ QUEEN ANNE'S COUNTY ~~BALTIMORE COUNTY~~ (IN EQUITY) No. 6527

AMENDED

STATEMENT OF MORTGAGE DEBT

AS TO FIRST MORTGAGE

Amount of mortgage loan	$ 5,600.00	
Interest to November 30, 1979	775.90	
Late Charge	28.99	
	$ 6,404.89	
Amount paid on principal of loan	0	
		$ 6,404.89

AS TO SECOND MORTGAGE

Amount of mortgage loan	$ 30,000.00	
Interest to November 30, 1979	4,289.78	
Late Charges	157.31	
Progress inspections on construction	300.00	
Extension Fee	356.00	
Premium for hazard insurance policy	215.00	
	$ 35,318.09	
Amount paid on principal of loan	0	
		35,318.09

TOTAL AMOUNT DUE. . . . . $ 41,722.98

FILED
DEC 14 1979
CIRCUIT COURT
QUEEN ANNE'S CO.

President, Admiral-Builders Savings and Loan Association

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 12th day of December in the year nineteen hundred and seventy-nine, before me, a Notary Public of the State of Maryland, in and for ~~aforesaid~~ Baltimore County 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 true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WILLIAM M. LEVY NOTARY PUBLIC BALTIMORE COUNTY

As witness my hand and Notarial Seal,

Notary Public.

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION

vs.

BEN'S MASONRY, INC.

No. 6527 Docket Folio

In The Circuit Court for QUEEN ANNE'S COUNTY

In Equity

Ordered, This 17th day of December 19 79, that the sales made and reported by WILLIAM M. LEVY

Trustee , in the above case, be and they are hereby finally confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as required by the preceding Order Nisi.

Clayton C. Carter
Judge

CLERK'S OFFICE
1979 DEC 17 AM 11:56
QUEEN ANNE'S COUNTY

REPORT OF SALE AND ORDER NISI FILED

PRINTER'S CER. AND FINAL ORDER FILED

LIBER 4 11 PAGE 591

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION

vs.

BEN'S MASONRY, INC.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 6527

TO THE HONORABLE, THE JUDGE OF SAID COURT:

This account is stated at the request of William M. Levy, Trustee, wherein it appears that the proceeds of sale are sufficient to pay the expenses of sale and the mortgage indebtedness.

That in the within account William M. Levy, Trustee, is charged with the proceeds of said sale made by him, the interest collected and the prorata share of State and County taxes; and thereafter is allowed the counsel fees in the first and second mortgages, his commissions for making sale, the several court costs paid and due, the bond premium, the several advertising costs and the costs of publishing the Order Nisi On Sale, the fee of the auctioneer, miscellaneous expenses of Notary fees and postage, the State and County taxes, the fee of your Auditor, the amount due Admiral-Builders Savings and Loan Association per Amended Statement of Mortgage Debt, in the sum of $41,722.98, plus interest calculated to January 8, 1980, which is 60 days after sale, in the sum of $625.80, and the balance was directed to be paid to Ben's Masonry, Inc.

Respectfully submitted,

J. Thomas Clark, Auditor

January 3, 1980

CAUSE NO. 6527

The sale of land reported in this cause by William M. Levy, Trustee, to sell and convey the land in this suit.

Dr.

1979 Nov. 9	By proceeds of sale of land, per report of said Trustee-------	$46,500.00
	By interest collected, per settlement sheet----------	297.49
	By prorata share of taxes collected, per settlement sheet-----	254.46
	By gross proceeds of sale----------	$47,051.95

Cr.

To William M. Levy for: 1-Counsel fee per first mortgage----------$100.00 2-Counsel fee per second mortgage---------- 300.00		$ 400.00
To William M. Levy, Trustee, For his commissions on said sale		2,475.00
To do., for an amount paid Marguerite W. Mankin, Clerk for advanced filing fee		50.00
To do., for an amount due Marguerite W. Mankin, Clerk for: 1-Appearance fee----------$ 10.00 2-Clerk's additional------ 120.00		130.00
To do., for an amount due Chas. H. Steffey, Inc., for the trustee's bond premium		168.00
To do., for amounts paid Queen Anne's Record-Observer for: 1-Advertising sale--------$160.00 2-Order Nisi on Sale------ 48.00		208.00
To do., for an amount paid The Sun Papers for advertising sale		199.24
To do., for an amount due Alex Cooper Auctioneers, for crying sale sale		116.25
To do., for amounts due William M. Levy, for miscellaneous expenses: 1-Notary fees----------$ 3.50 2-Certified mail & postage- 4.15		7.65

January 3, 1980

J. Thomas Clark, Auditor

To do., for an amount paid Treasurer of Queen Anne's County for State and County taxes for 1979-80		$ 394.85	
To do., for an amount due J. Thomas Clark, for			
1-Stating this account----	$ 45.00		
2-Notifying parties-------	10.00	55.00	
To do., for an amount due Admiral-Builders Savings and Loan Association in full payment of principal and interest to 1/8/80		42,348.18	
To Ben's Masonry, Inc., the balance or the sum of		499.78	
		$47,051.95	$47,051.95

January 3, 1980

J. Thomas Clark

J. Thomas Clark, Auditor

ADMIRAL-BUILDERS SAVINGS
AND LOAN ASSOCIATION

vs.

BEN'S MASONRY, INC.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 6527

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on January 3, 1980, 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:

Admiral-Builders Savings and
Loan Association
7699 Harford Road
Baltimore, MD 21234

William M. Levy, Esquire
1507 Fidelity Building
Baltimore, MD 21201

Ben's Masonry, Inc.
c/o Ms. Peggy A. Ridgley
Route 3, Box 440
Stevensville, MD 21666

Pursuant to Rule 595, Sec. G, Maryland Rules of Procedure notify each of them, that said account was filed on January 3, 1980, with the Clerk of the Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before January 18, 1980, and if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on January 21, 1980.

J. Thomas Clark

J. Thomas Clark, Auditor

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6527
BEN'S MASONRY, INC.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 3rd day of January, 1980, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 21st day of January, 1980, 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 January 3, 1980

	*	IN THE CIRCUIT COURT
ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6527
	*	
BEN'S MASONRY, INC.	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 21st day of January, 19 80, by the Court that the account of the Auditor is finally ratified and confirmed, and William M. Levy, ~~Auditor~~/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 21, 1980

IN EQUITY, IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY, STATE OF MARYLAND

* * * * * * * * * * *

Agrico Chemical Corporation
A Body Corporate of the State of Delaware
P. O. Box 3166
Tulsa, Oklahoma 74101

COMPLAINANT

JUN 22-79 * 29817 *****60.00
JUN 22-79 A 29817 *****10.00
JUN 22-79 A 29816 *****50.00

VS

Kerr-McGee Chemical Corporation, a body Corporate of the State of Delaware, Kerr-McGee Center, Oklahoma City, Oklahoma 73125; ~~[illegible]~~ Genevieve H. Valliant, Centreville, Maryland 21617; David L. Almquist, Centreville, Maryland 21617; Janice L. Almquist, Centreville, Maryland, 21617; The Town of Centreville, Centreville, Maryland 21617; The County Commissioners of Queen Anne's County, Centreville, Maryland 21617; Centreville Light, Heat & Power Company of Queen Anne's County, a Body corporate of the State of Maryland, Centreville, Maryland 21617; and all other persons, their heirs, executors, administrators and personal representatives who could claim any interest in the real estate mentioned in these proceedings or could hold a lien or encumbrance on the real estate mentioned in these proceedings;

ADDRESSES UNKNOWN:

DEFENDANTS

BILL TO QUIET TITLE

NO. 6447 CHANCERY

FILED
CLERK OF CIRCUIT COURT
1979 JUN 22 AM 9:20
QUEEN ANNE'S COUNTY

* * * * * * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainant, Agrico Chemical Corporation, by its Attorney, Robert C. Thompson, says:

1. That, by Special Warranty Deed from Kerr-McGee Chemical Corporation, dated December 30, 1977, recorded in Liber CWC 133, folio 632, Complainant acquired 6.611 acres of land. (A copy of the deed is attached as Complainant's Exhibit A.)

2. That Complainant's predecessors in title acquired the aforesaid 6.611 acres by Deed from Gertrude E. Morgan

ROBERT C. THOMPSON
ATTORNEY AT LAW
MARYLAND NAT'L. BANK BLDG.
8 EAST GOLDSBOROUGH STREET
EASTON, MARYLAND

(Straw deed) to E. S. Valliant & Sons, Inc., dated July 9, 1962, and recorded in and Land Record Book for Queen Anne's County in Liber TSP No. 67, folio 236. (a copy of said Deed is attached as Complainant's Exhibit "B") E. S. Valliant & Sons, Inc., merged to become Kerr-McGee Chemical Corporation by Certificate of Merger between E. S. Valliant & Sons, Inc., and The Baugh Chemical Company (Liber CWC No. 20, folio 162 a Land Record Book for Queen Anne's County, Maryland) and a Certificate of Merger with Kerr-McGee Chemical Corporation (Liber CWC No. 52, folio 349)

3. That the said Gertrude E. Morgan, acquired only the following properties from E. S. Valliant & Sons, Inc., by deed dated July 9, 1962, and recorded in Liber TSP No. 67, folio 234 a Land Record Book for Queen Anne's County; (a copy of deed is attached as Complainant's Exhibit "C")

> "ALL those three (3) lots or parcels of land situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, and more particularly described as follows:
>
> LOT NO. 1 - ALL that lot or parcel of land called or known as "The C. H. Clash Wharf Property" formerly called or part of the lot called "Dockery's Wharf" or "Dockery's Lot", situate, lying and being at Centreville Landing in the Third Election District of Queen Anne's County, State of Maryland, on both branches of Corsica River adjoining the lot of land called or known as "The Public Landing" or "The Public Wharf" containing 2 acres, one rood and 5 perches of land, more or less.
>
> LOT NO. 2 - ALL that lot or parcel of land called or known as the "McCabe Wharf Property" situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, at or near Centreville Landing, adjoining the property called "The Public Wharf Property" on one side and upon the other side of the property of, or formerly of, Joseph W. Larrimore, and between the western and eastern branches of Corsica River, containing 3 roods, and 22 square perches of land, more or less.
>
> SAVING AND EXCEPTING THEREFROM all that part of this lot granted and conveyed unto the County Commissioners of Queen Anne's County by Deed dated November 7, 1961, from E. S. Valliant & Sons, Inc., and recorded in Liber TSP No. 63, folio 314, of the Land Records of Queen Anne's County.

ROBERT C. THOMPSON
ATTORNEY AT LAW
MARYLAND NAT'L. BANK BLDG.
8 EAST GOLDSBOROUGH STREET
EASTON, MARYLAND

LOT NOS. 1 & 2 - BEING the same tracts of ground, with the above exception, that were Lot No. 2 and Lot No. 3 in a deed from Edwin S. Valliant, et ux to E. S. Valliant & Sons, Inc., dated May 23, 1949, and recorded in Liber NBW No. 3, folio 252, of the Land Records of Queen Anne's County.

LOT NO. 3 - ALL that lot or parcel of land being a part of the Centreville Public Landing in the Third Election District of Queen Anne's County, Maryland, containing 0.238 acres of land, more or less.

BEING the same parcel of land granted and conveyed unto E. S. Valliant & Sons, Inc., by deed dated November 7, 1961, from the County Commissioners of Queen Anne's County and recorded in Liber TSP 63, folio 210 of the Land Records of Queen Anne's County.

4. That the aforesaid property conveyed to Morgan was acquired by E. S. Valliant & Sons, Inc., as Parcels 2 and 3 by deed from Edwin Stephen Valliant (now deceased) and Genevieve A. Valliant, dated May 23, 1949, and recorded in Liber NBW No. 3, folio 252 a Land Record Book for Queen Anne's County, (said Deed attached as Complainant's Exhibit "D") and from The County Commissioners of Queen Anne's County (0.238 acres) by deed dated November 7, 1961, and recorded in Liber TSP 63, folio 310 a Land Record Book for Queen Anne's County, Maryland. (Attached as Complainant's Exhibit "E")

5. That Complainants have entered into an agreement of sale with Mareen D. Waterman Agent for Arthur H. Kudner, Jr., dated March 19, 1979, for the sale of the following described property:

"That the real estate together with buildings and improvements thereon intended to be sold under this contract may be more generally described as all that property contained in a special warranty deed dated December 30, 1977, from Kerr-McGee Chemical Corporation to Agrico Chemical Company which is recorded among the Land Records of Queen Anne's County in Liber CWC No. 130, folio 632; save and except therefrom all the property described in a deed dated July 11, 1978, from Agrico Chemical Company to The Town Commissioners of Centreville which is recorded among the land records aforesaid in Liber CWC No. 143, folio 330."

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ATTORNEY AT LAW
MARYLAND NAT'L. BANK BLDG.
8 EAST GOLDSBOROUGH STREET
EASTON, MARYLAND

6. A perimeter survey of the parcels to be conveyed was prepared by J. R. McCrone, Jr., Inc., Surveyors on a Plat

entitled: "PLAT SHOWING THE LAND OF AGRICO CHEMICAL COMPANY" dated April 1979. (A copy of which is attached as Complainant's Exhibit "F").

7. Under the terms of the agreement of sale, Complainant requested Lawyers Title Insurance Corporation to issue a perliminary title binder insuring marketable title in Complainant. Lawyers Title Insurance Corporation refused to insure the title on the grounds that the deed from E. S. Valliant & Sons, Inc., to Gertrude E. Morgan (Exhibit "A") conveyed all of E. S. Valliant & Sons, Inc., interest which totaled between 2 and 3 acres. The deed from Gertrude E. Morgan back to E. S. Valliant & Sons, Inc., contained 6.611 acres, all of which were occupied by E. S. Valliant & Sons, Inc., and its predecessors in title but for which there was only partial record title.

8. That the Complainants and their predecessors in title, Kerr-McGee Chemical Corporation, formerly E. S. Valliant & Sons, Inc., and Edwin Stephens Valliant and Genevieve H. Valliant, his wife, have possessed said parcels shown by the survey (Exhibit"F") in an open, actual, visual, exclusive and continuous manner, hostile to any claim or right of others, for a period far in excess of twenty (20) years.

9. That no action at law or in equity is now pending to test the validity or to quiet title to the land aforementioned.

10. That Defendants have joined herein, in addition to those in record title, the adjoining property owners for whatever interest they may have, viz: The Town of Centerville, The County Commissioners of Queen Anne's County, Centreville Light, Heat and Power Company of Queen Annes County, and David L. Almquist and Janice V. Almquist, his wife (CWC No. 86, folio 334).

ROBERT C. THOMPSON
ATTORNEY AT LAW
MARYLAND NAT'L. BANK BLDG.
8 EAST GOLDSBOROUGH STREET
EASTON, MARYLAND

WHEREFORE, the Complainant prays:

1. That a decree be passed herein determining that the Complainant is the absolute owner of the tract of land shown

on the Plat entitled: "PLAT SHOWING LANDS OF AGRICO CHEMICAL COMPANY" described in these proceedings, with the perfect right of absolute disposition of the same.

2. That an absolute and permanent injunction may be issued against any and all the Defendants named herein restraining them from claiming any interest or estate in said tract; and

3. That they have such other and further relief as the case may require.

ROBERT C. THOMPSON
ATTORNEY FOR COMPLAINANT
P. O. BOX 1048
MARYLAND NATIONAL BANK BUILDING
EASTON, MARYLAND 21601
(301) 822-0978

ROBERT C. THOMPSON
ATTORNEY AT LAW
MARYLAND NAT'L. BANK BLDG.
8 EAST GOLDSBOROUGH STREET
EASTON, MARYLAND

COMPLAINANT'S

EXHIBIT "A"

LIBER 11 PAGE 604

DOCUMENT NO. 92,792

LIBER 133 PAGE 632

STATE: Maryland
COUNTY: Queen Anne's
CITY: Centreville
AGR NO: 118

SPECIAL WARRANTY DEED

Special warranty deed, made this 30th day of Dec., in the year 1977, by KERR-McGEE CHEMICAL CORPORATION, a Delaware corporation, of Kerr-McGee Center, City of Oklahoma City, County of Oklahoma, State of Oklahoma, Grantor, witnesseth, that in consideration of $94,646, grantor, does grant unto AGRICO CHEMICAL COMPANY, a Delaware corporation, One Williams Center, City of Tulsa, County of Tulsa, State of Oklahoma, Grantee, all that property situated in the County of Queen Anne's, State of Maryland, and described as follows:

ALL those three (3) lots or parcels of ground now joined and described as one tract of land, situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, on both sides of a public road leading from Chesterfield Avenue in the Town of Centreville to Spaniard's Neck, part of said tract lying within the corporate limits of the Town of Centreville and the remainder in Queen Anne's County, being more particularly described by metes and bounds, courses and distances, according to a survey by Shew & Bartlett, Engineers, dated June 29, 1962, and entitled "A Parcel of Land for E. S. Valliant & Sons, Inc.," a plat of which is to be recorded immediately following this deed, to wit:

BEGINNING at a stone and being the Northeast corner of land of the County Commissioners, known as the "Centreville Public Landing", thence running by and with the North line of said land of the County Commissioners North fifty eight degrees, eight minutes and ten seconds West (N 58-08-10 W), one hundred eighty three and thirteen one-hundredths (183.13) feet to a point in the mean high water line of the West Branch of the Corsica River; thence down, by and with the mean high water line of the said West Branch of the Corsica River, the following two courses and distances: (1) North thirty six degrees and forty seven minutes East (N 36-47 E), two hundred nine and twelve one-hundredths (209.12) feet to a nail; (2) North sixty three degrees and fifty five minutes East (N 63-55 E), two hundred twenty one and fifty five one-hundredths (221.55) feet to the corner of the bulkhead at the intersection of the West branch of the Corsica River with the East branch of the Corsica River; thence running up, by and with the mean high water line of the said East branch of the Corsica River the following seven courses and distances: (1) South forty six degrees and twenty two minutes East (S 46-22 E), one hundred thirty six and ninety seven one-hundredths (136.97) feet; (2) South forty degrees and thirty six minutes West (S 40-36 W), eighty three and twenty five one-hundredths (83.25) feet; South thirty seven degrees and forty three minutes East (S 37-43 E), one hundred twenty nine and forty five one-hundredths (129.45) feet; (4) North sixty three degrees and twenty three minutes East (N 63-23 E),, seventy eight (78.0) feet; (5) thence by and with the South abutment of "Long Bridge", which carries the county public road across the East Branch of the Corsica River, South twenty six degrees and thirty seven minutes East (S 26-37 E), thirty six (36.0) feet; (6) South twelve degrees and thirty six minutes East (S 12-36 E), one hundred ninety nine and fifty five one-hundredths (199.55) feet; (7) South seven degrees and ten minutes West (S 07-10 W), two hundred sixty seven and ninety one one-hundredths (267.91) feet to a point, said point being South seventy six degrees and thirty seven minutes East (S 76-37 E) of, and thirty five (35.0) feet from a concrete monument; thence leaving the mean high water line of the said East

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QUEEN ANNE'S COUNTY

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APR 18-78 A 23210 ****11 00

branch of the Corsica River and running by and with the North line of land of The Centreville Town Commissioners and land of Franklin Lane, through and over the aforesaid concrete monument, North seventy six degrees and thirty seven minutes West (N 76-37 W), four hundred forty three and sixty four one-hundredths (443.64) feet to a concrete monument at the foot of the bank just East of the public road thence by the same bearing and crossing the said public road, forty six and four one-hundredths (46.04) feet to a large granite monument; thence still by the same bearing one hundred fifty eight and two one-hundredths (158.02) feet to an iron pipe in the middle of Corsica Street, making a total distance of this line from the mean high water line of East branch of the Corsica River to the said iron pipe in the middle of Corsica Street, six hundred forty seven and seven-tenths (647.7) feet; said pipe being the Southeast corner of land of the County Commissioners known as the "Centreville Public Landing"; thence running by and with said land the following five courses and distances: (1) North twenty two degrees and two minutes, twenty seconds East (22-02-20 E), one hundred fifty nine and twenty six one-hundredths (159.26) feet; (2) South fifty nine degrees twenty three minutes and ten seconds East (S 59-23-10 E), thirty and seven one-hundredths (30.07) feet to an iron pipe; (3) North fifty six degrees and twenty one minutes East (N 56-21 E), one hundred fifteen and fifty two one-hundredths (115.52) feet to an iron pipe; (4) South fifty eight degrees eight minutes and ten seconds East (S 58-08-10 E), fifty eight and seventy eight one-hundredths (58-78) feet to a nail in a macadam driveway; (5) North thirteen degrees and six minutes and fifty seconds East (N 13-06-50 E), forty two and twenty four one-hundredths (42.24) feet to a stone, the place of beginning —— CONTAINING three and four hundred twenty eight one-thousandths (3.428) acres of land in the Town of Centreville, and three and one hundred eighty three one-thousandths (3.183) acres of land in Queen Anne's County, or a total area of six and six hundred eleven one-thousandths (6.611) acres.

together with all the improvements thereon and the appurtenances thereunto belonging and warrant the title to the same to be free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature made or suffered to be made by Grantor.

This instrument is subject to all instruments of record affecting the property.

Reference Deed: Book 67, Page 236.

Witness its hand and seal.

KERR-McGEE CHEMICAL CORPORATION

By J. R. Kelley, Vice President

ATTEST: Carter S. Dudley, Assistant Secretary

KERR-McGEE CHEMICAL CORPORATION SEAL DELAWARE

Excess County + State

COMPLAINANT'S

EXHIBIT "B"

Original mailed to Grantee 7/9/62 Centreville, Md.

THIS DEED, made this 9th day of July, in the year nineteen hundred and sixty-two, by and between Gertrude E. Morgan, single lady, of Queen Anne's County, State of Maryland, party of the first part; and, E. S. Valliant & Son, Inc., a Maryland corporation, of Queen Anne's County, State of Maryland, party of the second part.

WITNESSETH, that for and in consideration of the sum of One ($1.00) Dollar and other valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said party of the second part, its successors and assigns, in fee simple, the following described real estate, to wit:

ALL those three (3) lots or parcels of ground now joined and described as one tract of land, situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, on both sides of a public road leading from Chesterfield Avenue in the Town of Centreville to Spaniard's Neck, part of said tract lying within the corporate limits of the Town of Centreville and the remainder in Queen Anne's County, being more particularly described by metes and bounds, courses and distances, according to a survey by Shew & Bartlett, Engineers, dated June 29, 1962, and entitled "A Parcel of Land for E. S. Valliant & Sons, Inc.," a plat of which is to be recorded immediately following this deed, to wit:

BEGINNING at a stone and being the Northeast corner of land of the County Commissioners, known as the "Centreville Public Landing", thence running by and with the North line of said land of the County Commissioners North fifty eight degrees, eight minutes and ten seconds West (N 58-08-10 W), one hundred eighty three and thirteen one-hundredths (183.13) feet to a point in the mean high water line of the West Branch of the Corsica River; thence down, by and with the mean high water line of the said

ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
TELEPHONE 848

West Branch of the Corsica River, the following two courses and distances: (1) North thirty six degrees and forty seven minutes East (N 36-47 E), two hundred nine and twelve one-hundredths (209.12) feet to a nail; (2) North sixty three degrees and fifty five minutes East (N 63-55 E), two hundred twenty one and fifty five one-hundredths (221.55) feet to the corner of the bulkhead at the intersection of the West branch of the Corsica River with the East branch of the Corsica River; thence running up, by and with the mean high water line of the said East branch of the Corsica River the following seven courses and distances: (1) South forty six degrees and twenty two minutes East (S 46-22 E), one hundred thirty six and ninety seven one-hundredths (136.97) feet; (2) South forty degrees and thirty six minutes West (S 40-36 W), eighty three and twenty five one-hundredths (83.25) feet; South thirty seven degrees and forty three minutes East (S 37-43 E), one hundred twenty nine and forty five one-hundredths (129.45) feet; (4) North sixty three degrees and twenty three minutes East (N 63-23 E), seventy eight (78.0) feet; (5) thence by and with the South abutment of "Long Bridge", which carries the county public road across the East branch of the Corsica River, South twenty six degrees and thirty seven minutes East (S 26-37 E), thirty six (36.0) feet; (6) South twelve degrees and thirty six minutes East (S 12-36 E), one hundred ninety nine and fifty five one-hundredths (199.55) feet; (7) South seven degrees and ten minutes West (S 07-10 W), two hundred sixty seven and ninety one one-hundredths (267.91) feet to a point, said point being South seventy six degrees and thirty seven minutes East (S 76-37 E) of, and thirty five (35.0) feet from a concrete monument; thence leaving the mean high water line of the said East branch of the Corsica River and running by and with the North line of land of The Centreville Town Commissioners and land of Franklin Lane, through and over the aforesaid concrete monument, North seventy six degrees and thirty seven minutes West (N 76-37 W), four hundred forty three and sixty four one-hundredths (443.64) feet to a concrete monument at the foot of the bank just East of the public road thence by the same bearing and crossing the said public road, forty six and four one-hundredths (46.04) feet to a large granite monument; thence still by the same bearing one hundred fifty eight and two one-hundredths (158.02) feet to an iron pipe in the middle of Corsica Street, making a total distance of

ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
TELEPHONE 343

this line from the mean high water line of East branch of the Corsica River to the said iron pipe in the middle of Corsica Street, six hundred forty seven and seven-tenths (647.7) feet; said pipe being the Southeast corner of land of the County Commissioners known as the "Centreville Public Landing"; thence running by and with said land the following five courses and distances: (1) North twenty two degrees and two minutes, twenty seconds East (22-02-20 E), one hundred fifty nine and twenty six one-hundredths (159.26) feet; (2) South fifty nine degrees twenty three minutes and ten seconds East (S 59-23-10 E), thirty and seven one-hundredths (30.07) feet to an iron pipe; (3) North fifty six degrees and twenty one minutes East (N 56-21 E), one hundred fifteen and fifty two one-hundredths (115.52) feet to an iron pipe; (4) South fifty eight degrees eight minutes and ten seconds East (S 58-08-10 E), fifty eight and seventy eight one-hundredths (58-78) feet to a nail in a macadam driveway; (5) North thirteen degrees and six minutes and fifty seconds East (N 13-06-50 E), forty two and twenty four one-hundredths (42.24) feet to a stone, the place of beginning ---- CONTAINING three and four hundred twenty eight one-thousandths (3.428) acres of land in the Town of Centreville, and three and one hundred eighty three one-thousandths (3.183) acres of land in Queen Anne's County, or a total area of six and six hundred eleven one-thousandths (6.611) acres.

BEING the same parcels of land granted and conveyed unto Gertrude E. Morgan by E. S. Valliant & Son, Inc., by deed of even date herewith and recorded, or intended to be recorded, immediately prior hereto.

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

TO HAVE AND TO HOLD the said lot or parcel of land and premises, unto and to the use of the said party of the second part, its successors and assigns, in fee simple, forever.

AND the said party of the first part 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 executo such further assurances of said land as may be requisite.

ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
TELEPHONE 343

COMPLAINANT'S

EXHIBIT "C"

No. 48090

Rebecca 6 RECEIVED FOR RECORD July 11, 1962

THIS DEED, made this 9th day of July, in the year nineteen hundred and sixty-two, by and between E. S. Valliant & Son, Inc., a Maryland corporation, of Queen Anne's County, State of Maryland, party of the first part; and, Gertrude E. Morgan, single, of Queen Anne's County, State of Maryland, party of the second part.

WITNESSETH, that for and in consideration of the sum of One ($1.00) Dollar and other valuable considerations, the re-

ceipt of which is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said party of the second part, her heirs and assigns, in fee simple, the following described real estate, to wit:

ALL those three (3) lots or parcels of land situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, and more particularly described as follows:

LOT NO. 1 - ALL that lot or parcel of land called or known as "The C. H. Clash Wharf Property" formerly called or part of the lot called "Dockery's Wharf" or "Dockery's Lot", situate, lying and being at Centreville Landing in the Third Election District of Queen Anne's County, State of Maryland, on both branches of Corsica River, adjoining the lot of land called or known as "The Public Landing" or "The Public Wharf", containing 2 acres, one rood and 5 perches of land, more or less.

LOT NO. 2 - ALL that lot or parcel of land called or known as the "McCabe Wharf Property" situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, at or near Centreville Landing, adjoining the property called "The Public Wharf Property" on one side and upon the other side the property of, or formerly of, Joseph W. Larrimore, and between the western and eastern branches of Corsica River, containing 3 roods and 22 square perches of land, more or less.

SAVING AND EXCEPTING THEREFROM all that part of this lot granted and conveyed unto the County Commissioners of Queen Anne's County by Deed dated November 7, 1961, from E. S. Valliant & Son, Inc. and recorded in Liber T. S. P. No. 63, folio 314, of the Land Records of Queen Anne's County.

LOT NOS. 1 & 2-BEING the same tracts of ground, with the above exception, that were Lots No. 2 and No. 3 in deed from Edwin S. Valliant, et ux to E. S. Valliant & Sons, Inc. dated May 23, 1949, and recorded in Liber N. B. W. No. 3, folio 252 of the Land Records of Queen Anne's County.

LOT NO. 3 - ALL that lot or parcel of land being a part of the Centreville Public Landing in the Third Election District of Queen Anne's County, Maryland, containing 0.238 acres of land, more or less.

BEING the same parcel of land granted and conveyed unto E. S. Valliant & Sons, Inc., by deed dated November 7, 1961, from The County Commissioners of Queen Anne's County, and recorded in Liber T. S. P. No. 63, folio 310, of the Land Records of Queen Anne's County.

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

TO HAVE AND TO HOLD the said lot or parcel of land and premises unto and to the use of the said party of the second part, her heirs and assigns, in fee simple,

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

WITNESS the hand of T. Rigby Valliant, Vice-President of E. S. Valliant & Son, Inc., a body corporate and its Corporate Seal hereto affixed, both duly attested.

ATTEST: E. S. VALLIANT & SON, INC.

William F. Stoops, 3rd
William F. Stoops, 3rd
Sec'y.

BY: T. Rigby Valliant
T. Rigby Valliant, Exec.
Vice-President

ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
TELEPHONE 342

COMPLAINANT'S

EXHIBIT "D"

Exhibit "D"

::::::::::::::::::::::::::::::::::::::
#27,697. QUEEN ANNE'S COUNTY, TO WIT:
Be it remembered that on this Twenty Fourth day of May, in the year nineteen hundred and forty nine, the following Deed was brought to be recorded, to wit:-

One-Thirty Dollar, One-Ten Dollar, One-Five Dollar, One-Three Dollar, One-Fifty Cent, One-Forty Cent and One-Five Cent Int. Rev. Stamps. Endorsed JCS 5/24/49.

Eight-Five Dollar Fifty Cent, Two-Two Dollar Twenty Cent and One-Fifty Five Cent Recordation Tax Stamps. Endorsed JCS 5/24/49.

THIS DEED, made this 23d day of May, in the year nineteen hundred and forty-nine, by Edwin Stephens Valliant and Genevieve H. Valliant, his wife, both of Queen Anne's County, State of Maryland.

WITNESSETH, that for and in consideration of the sum of Five Dollars, ($5.00), to them paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Edwin Stephens Valliant and Genevieve H. Valliant, his wife, do hereby grant and convey unto E. S. Valliant & Son, Inc., a body corporate of the State of Maryland, having its principal office in Centreville, Maryland, its successors and assigns, in fee simple, all of the right, title, interest and estate, at law and in equity, of the said Edwin Stephens Valliant and Genevieve H. Valliant, his wife, in and to those five lots or parcels of land situate, lying and being in Queen Anne's County, State of Maryland, which are more particularly described as follows:

LOT NO. 1: All that lot or parcel of land situate, lying and being in the town of Centreville in Queen Anne's County aforesaid, on both Liberty Street and the street called "Lawyers" Row, and in the junction formed by the union of said streets, and bounded on one side by said Lawyers' Row, on another side by Liberty Street aforesaid, on another side by a line drawn from outside curbing of Lawyers' Row towards Water Street of said town parallel with and three feet six inches from eastern base or wall of said frame building to extend to intersect the line next mentioned, and on its remaining side

by a line in the rear of said office drawn to run from outside curbing of Liberty Street parallel with and eighteen feet distant from the rear base or wall of said frame building to intersect the easterly boundary thereof, that is to say: to intersect the line next above mentioned; being the land and property granted and conveyed unto the said Edwin H. Brown, junior, by Hope H. Barroll and Philemon B. Hopper, trustees, by deed dated July 11, 1902, and recorded in Liber J. E. G. No. 3, fols, 405 &., a land record book of said county.

THE land above described and hereby intended to be conveyed as Lot No. 1 being the same lands and all thereof that were conveyed unto the said Edwin Stephens Valliant by Edwin H. Brown, Jr. and Mary Y. Brown, his wife, by deed dated December 3, 1921, and recorded among the Land Records of said Queen Anne's County in Liber J.F.R. No. 8, at folio 63.

LOT NO. 2: All that lot or parcel of land called or known "The C. H. Clash Wharf Property", formerly called or part of the lot called "Dockery's Wharf" or "Dockery's Lot", situate, lying and being at Centreville Landing in the Third Election District of Queen Anne's County, State of Maryland, on both branches of Corsica River, adjoining the lot of land called or known as "The Public Landing" or "The Public Wharf", and contained within the following metes and bounds, courses and distances, to wit:

BEGINNING for the same at a stone planted in the middle of the public road leading into said property from the town of Centreville (also a boundary for the aforesaid "Public Landing") and running thence north fifty nine degrees and one half of a degree west, ten and one third perches to the southern fork of Corsica River; thence along the edge of said river and the wharf north thirty two degrees and one half of a degrees east, twelve and one eighth perches; thence north seventy one degrees east, seven and two thirds perches; thence north sixty one degrees and one half of a degree east, eight perches to the north branch of Corsica River aforesaid; thence along the edge of said river and the wharf south forty four degrees and one half of a degree east, eight and one fourth perches; thence south thirty six degrees and one half of a degree west, seven perches; thence south thirty two degrees west, thirteen and one fourth perches to the edge of what is known as "The Long Bridge" or the bridge across said river to road leading into Spaniard's Neck; thence with said bridge south sixty five degrees and one half of a degree west, three and one eighth perches; thence south twenty one degrees west, eight and two thirds perches; thence north fifty nine degrees and one half of a degree west, three perches to a stone in the middle of the aforesaid public road; thence north fourteen degrees east, nine and one tenth perches to the place of beginning; containing two acres, one rood and five perches of land, more or less.

THE land above described and hereby intended to be conveyed as Lot No. 2 being the same lands and all thereof that were conveyed unto the said Edwin Stephens Valliant by Mary T. Valliant, widow, et al. as Lot No. 10 in a deed dated January 7, 1922, and recorded among the aforesaid Land Records in Liber J. F. R. No. 8, at folio 297.

LOT NO. 3: All that lot or parcel of land called or known or formerly known as "The McCabe Wharf Property" situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, at or near Centreville Landing, adjoining the property called "The Public Wharf Property" on one side and upon the other side the property of Florence V. Larrimore formerly that of Joseph W. Larrimore upon the other, and between the western and eastern branches of Corsica River, and more particularly described as follows, to wit:

BEGINNING for the same at an iron peg on the west branch of said river on the division line between the property hereby conveyed and the said "Public Landing

property, thence running thence along said last named property south sixty degrees fifteen minutes east, two hundred ninety feet six inches to east branch of said river; thence with the eastern branch of said river south fourteen degrees thirty minutes west, ninety five feet; thence with the division line between the property hereby conveyed and that of the said Florence V. Larrimore north seventy five degrees west, three hundred and twenty feet to the west branch of Corsica River; thence with the said west branch of said river north twenty eight degrees east, one hundred seventy one feet to the place of beginning, containing three roods and twenty two square perches of land, more or less.

THE lands above described and hereby intended to be conveyed as Lot No. 3 of this deed being the same lands and all thereof which were conveyed unto the said Edwin Stephens Valliant by Mary T. Valliant, widow, et al. as Lot No. 9 in the aforesaid deed dated January 7, 1922, and recorded as aforesaid among the Land Records of Queen Anne's County in Liber J. F. R. No. 8, at folio 297.

LOT NO. 4: All that lot or parcel of land which was conveyed unto the said Edwin Stephens Valliant by Fannie L. Benney, widow, by deed dated August 10, 1942, and recorded among the Land Records of said Queen Anne's County in Liber A.S.G. Jr. No. 6, at folio 374, in which said deed the lands herein sought to be conveyed as Lot No. 4 of this deed are more particularly described as follows:

"All that farm, tract and parts of tracts of land reduced into one tract, called or known as "Shopland", "The Carter Farm" and more recently called or known as "That farm owned by Mowbray H. Benney and Fannie L. Benney, his wife, jointly" situate, lying and being in the Third Election District of Queen Anne's County in the State of Maryland on the left of that public road which branches from the Centreville Church Hill State Road at Brown's Corner to lead to Ashland Station or Hayden Station, adjoining the land once of the devisees of David Hurlock now of Charles C. Stratton, adjoining the land once of Thomas L. Pratt, later of J. H. C. Legg and now of J. H. Eliason Legg and adjoining the farm called "The Clark Farm" which is now and has been owned by said Fannie L. Benney in her own right since she acquired title thereto.

"BEING the same land granted and conveyed by Lonnie Rhodes-Executrix of the last Will & Testament of Josiah Rhodes, by deed dated June 26th, 1940 and recorded in Liber A. S. G. jr. No. 3, a land record book of Queen Anne's County aforesaid at folio 62 unto said Fannie L. Benney and her husband, Mowbray W. Benney as tenants by the entirety and which became the sole property of the said Fannie L. Benney alone on the day of the death of said Mowbray W. Benney, her husband, which occurred on the 10th day of December, 1941."

LOT NO. 5: All of the undivided one-half interest in fee simple of the said Edwin Stephens Valliant in and to the lands which were conveyed unto the said Edwin Stephens Valliant and James W. Crowl, as tenants in common, by William R. Horney et al., Trustees, by deed dated October 29, 1941, recorded among the Land Records of said Queen Anne's County in Liber A.S.G. Jr. No. 5, at folio 212, wherein the lands in which the said Edwin Stephens Valliant and Genevieve Hall Valliant, his wife, are here seeking to convey the undivided one-half interest and estate of the said Edwin Stephens Valliant as Lot No. 5 of this deed are more particularly described as follows:

"ALL that farm or tract of land called or known as "The Knotts Farm of General William McKenney Estate" situate, lying and being in the Third Election District of Queen Anne's County in the State of Maryland on the north side of the Public Road which branches from the Centreville-Easton State Road at the Samuel Simpson Farm to lead to Starr and also on both sides of the public road from the Rolling Bridge (a point adjacent to the

COMPLAINANT'S

EXHIBIT "E"

No. 926.
Re ..... RECEIVED FOR RECORD Nov. 8, 1961

THIS DEED made this 7th day of November, 1961, by and between The County Commissioners of Queen Anne's County, a municipal corporation created by the Laws of the State of Maryland for the government of Queen Anne's County aforesaid, party of the first part, hereinafter called "Grantor", and E. S. Valliant & Sons, Inc. party of the second part, hereinafter called "Grantee".

WHEREAS the said The County commissioners of Queen Anne's County is the owner of the hereinafter described property; and

WHEREAS the said property herein more fully described is no longer needed for public use; and

WHEREAS the said The County Commissioners of Queen Anne's County has fully complied with the provisions of Article 18 of the Code of Public Local Laws of Maryland, 1930 Edition, as amended by Chapter 275 of the Public General Laws of Maryland, 1957, pertaining to the sale of public property; and

WHEREAS the said The County Commissioners of Queen Anne's County did sell the herein described property unto the said E. S. Valliant & Sons, Inc. at private sale in consideration of the said E. S. Valliant & Sons, Inc. conveying a certain parcel of land having 165 feet of waterfront on the Corsica River, by deed of even date herewith, as will appear from a Resolution duly passed at a regular meeting of the said The County Commissioners of Queen Anne's County held on the 17th day of October, 1961, with a quorum of its officers and members present.

NOW, THEREFORE, THIS DEED WITNESSETH, that for and in consideration of the premises and the sum of One Dollar and other good and valuable considerations, the receipt whereof being acknowledged, The County Commissioners of Queen Anne's County, does hereby grant and convey unto E. S. Valliant and Sons, Inc., its successors and assigns, in fee simple, the following described property, according to a survey made by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Surveyors, on July 28, 1961, to wit:

ALL that lot, part of a lot, or parcel of land being a part of the Centreville Public Landing, in the Third Election District, Queen Anne's County, Maryland, and more particularly described as follows, to wit:

BEGINNING for the same at a point in the centerline of the Centreville to Spaniard's Neck Road. Said point being the Southeast corner of the Centreville Landing as shown on the Roads Book No. 2 on a Plat dated September 19, 1887, of which the herein described is a part, and on the line of the Valliant Lands. And running, thence, by and with other lands of Valliant, North 59 degrees 23 minutes 10 seconds West 141.33 feet to a point and a new division line between the herein described lands and other lands of Centreville Landing; thence, by and with said new division line, North 56 degrees 21 minutes East 115.52 feet to a point and South 58 degrees 08 minutes 10 seconds East 58.78 feet to the centerline of the aforementioned Centreville to Spaniard's Neck Road Extended; thence, by and with said Road extended, South 13 degrees 06 minutes 50 seconds West 107.76 feet to the place of beginning. Containing in all 0.238 acres of land, more or less.

Subject to a right-of-way running parallel with the last course above described.

BEING a portion of the Centreville Public Landing as shown on the Roads Book No. 2 on a Plat dated September 19, 1887, which was obtained by the County Commissioners of Queen Anne's County by condemnation in November, 1887.

A Plat of the aforegoing Parcel of Land prepared by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Surveyors, dated July, 1961, is recorded or intended to be recorded immediately following these presents.

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

TO HAVE AND TO HOLD the land and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said E. S. Valliant and Sons, Inc. its successors and assigns, in fee simple, forever.

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

AS WITNESS the signature of said body corporate and politic, by its President, S. Grayson Chance, and its corporate seal hereto affixed, both duly attested.

WITNESS:

Helen E. Pardee

THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY

BY: S. Grayson Chance
S. Grayson Chance, President

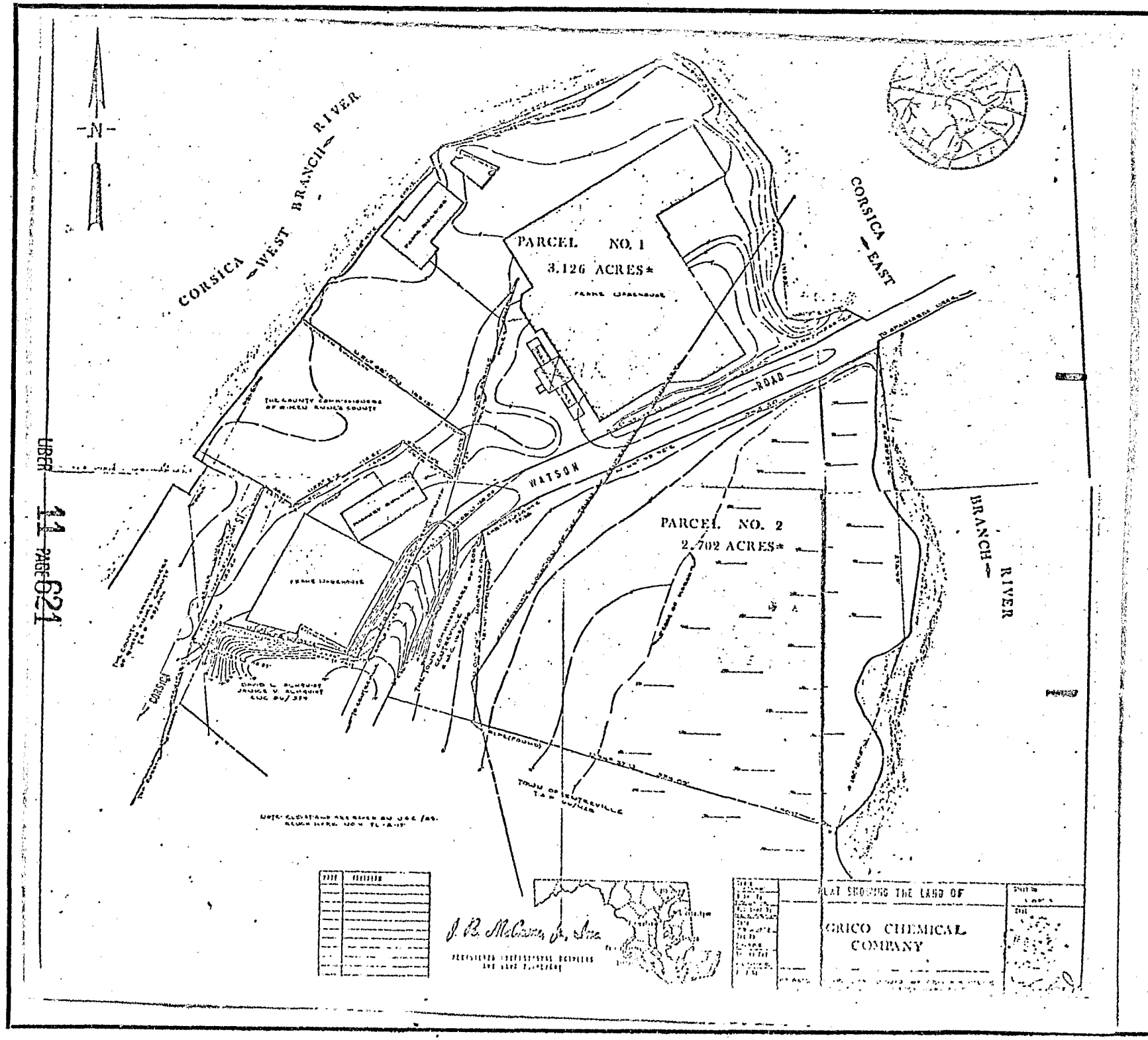
ATTEST:

Frances C. Legg
Frances C. Legg
Clerk

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

COMPLAINANT'S

EXHIBIT "F"



IN EQUITY, IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY, STATE OF MARYLAND

* * * * * * * * * * *

Agrico Chemical Corporation
A Body Corporate of the State of Delaware
P. O. Box 3166
Tulsa, Oklahoma 74101

COMPLAINANT

VS

Kerr-McGee Chemical Corporation, a body Corporate of the State of Delaware, Kerr-McGee Center, Oklahoma City, Oklahoma 73125; ~~[illegible]~~; Genevieve H. Valliant, Centreville, Maryland 21617; David L. Almquist, Centreville, Maryland 21617; Janice L. Almquist, Centreville, Maryland, 21617; The Town of Centreville, Centreville, Maryland 21617; The County Commissioners of Queen Anne's County, Centreville, Maryland 21617; Centreville Light, Heat & Power Company of Queen Anne's County, a Body corporate of the State of Maryland, Centreville, Maryland 21617; and all other persons, their heirs, executors, administrators and personal representatives who could claim any interest in the real estate mentioned in these proceedings or could hold a lien or encumbrance on the real estate mentioned in these proceedings;

ADDRESSES UNKNOWN

DEFENDANTS

* * * * * * * * * * * *

AFFIDAVIT

STATE OF MARYLAND, COUNTY OF TALBOT, to wit:

I HEREBY CERTIFY that on this 20th day of June, 1979, before me, the subscriber a Notary Public, in and for the State and County aforesaid, personally appeared ROBERT C. THOMPSON, Attorney for Complainant, and made oath in due form of law as follows: That all parties listed as Defendants have or will be served as provided under Maryland Rule 105 (a) (Whereabouts of Defendant known). However, there may be unknown Defendants, lienholders or claimants not appearing in record title whose identity or location is impossible for the affiant to determine,

ROBERT C. THOMPSON
ATTORNEY AT LAW
MARYLAND NAT'L. BANK BLDG.
8 EAST GOLDSBOROUGH STREET
EASTON, MARYLAND

for which service by publication would be necessary.

ROBERT C. THOMPSON
ATTORNEY FOR COMPLAINANT
P. O. BOX 1048
MARYLAND NATIONAL BANK BUILDING
EASTON, MARYLAND 21601
(301) 822-0978

SWORN AND SUBSCRIBED BEFORE ME this 20th day of June, 1979.

My Commission Expires:

July 1, 1982

NOTARY PUBLIC

DORIS M. THOMPSON
NOTARY PUBLIC
TALBOT COUNTY, MD

ORDER OF COURT

ORDERED this 22nd day of June, 1979, by the Circuit Court for Queen Anne's County, in Equity, that the Clerk of this Court, issue an Order of Publication against all unknown Defendants.

B. Hackett Turner Jr.
JUDGE

ROBERT C. THOMPSON
ATTORNEY AT LAW
MARYLAND NAT'L. BANK BLDG.
8 EAST GOLDSBOROUGH STREET
EASTON, MARYLAND

IN EQUITY, IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY, STATE OF MARYLAND

* * * * * * * * * * *

Agrico Chemical Corporation
A Body Corporate of the State of Delaware
P. O. Box 3166
Tulsa, Oklahoma 74101

COMPLAINANT

VS

Kerr-McGee Chemical Corporation, a body Corporate of the State of Delaware, Kerr-McGee Center, Oklahoma City, Oklahoma 73125; Edwin Stephens, Centreville, Maryland, 21617; Genevieve H. Valliant, Centreville, Maryland 21617; David L. Almquist, Centreville, Maryland 21617; Janice L. Almquist, Centreville, Maryland, 21617; The Town of Centreville, Centreville, Maryland 21617; The County Commissioners of Queen Anne's County, Centreville, Maryland 21617; Centreville Light, Heat & Power Company of Queen Anne's County, a Body corporate of the State of Maryland, Centreville, Maryland 21617; and all other persons, their heirs, executors, administrators and personal representatives who could claim any interest in the real estate mentioned in these proceedings or could hold a lien or encumbrance on the real estate mentioned in these proceedings;

ADDRESSES UNKNOWN:

DEFENDANTS

* * * * * * * * * * *

ORDER OF PUBLICATION

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

THE BILL RECITES THAT THIS PROCEEDING IS:

1. That, by Special Warranty Deed from Kerr-McGee Chemical Corporation, dated December 30, 1977, recorded in Liber CWC 133, folio 632, Complainant acquired 6.611 acres of land. (A copy of the deed is attached as Complainant's Exhibit "A").

ROBERT C. THOMPSON
ATTORNEY AT LAW
MARYLAND NAT'L. BANK BLDG.
8 EAST GOLDSBOROUGH STREET
EASTON, MARYLAND

2. That Complainant's predecessors in title acquired the aforesaid 6.611 acres by Deed from Gertrude E. Morgan (Straw deed) to E. S. Valliant & Sons, Inc., dated July 9, 1962, and recorded in and Land Record Book for Queen Anne's County in Liber TSP No. 67, folio 236. (a copy of said Deed is attached as Complainant's Exhibit "B") E. S. Valliant & Sons, Inc., merged to become Kerr-McGee Chemical Corporation by Certificate of Merger between E. S. Valliant & Sons, Inc., and The Baugh Chemical Company (Liber CWC No. 20, folio 162 a Land Record Book for Queen Anne's County, Maryland) and a Certificate of Merger with Kerr-McGee Chemical Corporation (Liber CWC No. 52, folio 349)

3. That the said Gertrude E. Morgan, acquired only the following properties from E. S. Valliant & Sons, Inc., by deed dated July 9, 1962, and recorded in Liber TSP No. 67, folio 234 a Land Record Book for Queen Anne's County; (a copy of deed is attached as Complainant's Exhibit "C")

> "ALL those three (3) lots or parcels of land situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, and more particularly described as follows:
>
> LOT NO. 1 - ALL that lot or parcel of land called or known as "The C. H. Clash Wharf Property" formerly called or part of the lot called "Dockery's Wharf" or "Dockery's Lot", situate, lying and being at Centreville Landing in the Third Election District of Queen Anne's County, State of Maryland, on both branches of Corsica River adjoining the lot of land called or known as "The Public Landing" or "The Public Wharf" containing 2 acres, one rood and 5 perches of land, more or less.
>
> LOT NO. 2 - ALL that lot or parcel of land called or known as the "McCabe Wharf Property" situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, at or near Centreville Landing, adjoining the property called "The Public Wharf Property" on one side and upon the other side of the property of, or formerly of, Joseph W. Larrimore, and between the western and eastern branches of Corsica River, containing 3 roods, and 22 square perches of land, more or less.

ROBERT C. THOMPSON
ATTORNEY AT LAW
MARYLAND NAT'L. BANK BLDG.
8 EAST GOLDSBOROUGH STREET
EASTON, MARYLAND

SAVING AND EXCEPTING THEREFROM all that part of this lot granted and conveyed unto the County Commissioners of Queen Anne's County by Deed dated November 7, 1961, from E. S. Valliant & Sons, Inc., and recorded in Liber TSP No. 63, folio 314, of the Land Records of Queen Anne's County.

LOT NOS. 1 & 2 - BEING the same tracts of ground, with the above exception, that were Lot No. 2 and Lot No. 3 in a deed from Edwin S. Valliant, et ux to E. S. Valliant & Sons, Inc., dated May 23, 1949, and recorded in Liber NBW No. 3, folio 252, of the Land Records of Queen Anne's County.

LOT NO. 3 - ALL that lot or parcel of land being a part of the Centreville Public Landing in the Third Election District of Queen Anne's County, Maryland, containing 0.238 acres of land, more or less.

BEING the same parcel of land granted and conveyed unto E. S. Valliant & Sons, Inc., by deed dated November 7, 1961, from the County Commissioners of Queen Anne's County and recorded in Liber TSP 63, folio 210 of the Land Records of Queen Anne's County.

4. That the aforesaid property conveyed to Morgan was acquired by E. S. Valliant & Sons, Inc., as Parcels 2 and 3 by deed from Edwin Stephen Valliant (Now deceased) and Genevieve A. Valliant, dated May 23, 1949, and recorded in Liber NBW No. 3, folio 252 a Land Record Book for Queen Anne's County, (said Deed attached as Complainant's Exhibit "D") and from The County Commissioners of Queen Anne's County (0.238 acres) by deed dated November 7, 1961, and recorded in Liber TSP 63, folio 310 a Land Record Book for Queen Anne's County, Maryland. (Attached as Complainant's Exhibit "E")

5. That Complainants have entered into an agreement of sale with Mareen D. Waterman Agent for Arthur H. Kudner, Jr., dated March 19, 1979, for the sale of the following described property:

"That the real estate together with buildings and improvements thereon intended to be sold under this contract may be more generally described as all that property contained in a special warranty deed dated December 30, 1977, from Kerr-McGee Chemical Corporation to Agrico Chemical Company which is recorded among the Land Records of Queen Anne's County in Liber CWC No. 130, folio 632; save and except therefrom all the property described in a deed dated July 11, 1978, from Agrico Chemical Company to The Town Commissioners of Centreville which is recorded among the land records aforesaid in Liber CWC No. 143, folio 330."

ROBERT C. THOMPSON
ATTORNEY AT LAW
MARYLAND NAT'L. BANK BLDG.
8 EAST GOLDSBOROUGH STREET
EASTON, MARYLAND

6. A perimeter survey of the parcels to be conveyed was prepared by J. R. McCrone, Jr., Inc., Surveyors on a Plat entitled: "PLAT SHOWING THE LAND OF AGRICO CHEMICAL COMPANY" dated April 1979. (A copy of which is attached as Complainant's Exhibit "F").

7. Under the terms of the agreement of sale, Complainants requested Lawyers Title Insurance Corporation to issue a perliminary title binder insuring marketable title in Complainant. Lawyers Title Insurance Corporation refused to insure the title on the grounds that the deed from E. S. Valliant & Sons, Inc., to Gertrude E. Morgan (Exhibit "A") conveyed all of E. S. Valliant & Sons, Inc., interest which totaled between 2 and 3 acres. The deed from Gertrude E. Morgan back to E. S. Valliant & Sons, Inc., contained 6.611 acres, all of which were occupied by E. S. Valliant & Sons, Inc., and its predecessors in title but for which there was only partial record title.

8. That the Complainants and their predecessors in title, Kerr-McGee Chemical Corporation, formerly E. S. Valliant & Sons, Inc., and Edwin Stephens Valliant and Genevieve H. Valliant, his wife, have possessed said parcels shown by the survey (Exhibit"F") in an open, actual, visual, exclusive and continuous manner, hostile to any claim or right of others, for a period far in excess of twenty (20) years.

9. That no action at law or in equity is now pending to test the validity or to quiet title to the land aforementioned.

10. That Defendants have joined herein, in addition to those in record title, the adjoining property owners for whatever interest they may have, viz: The Town of Centreville, The County Commissioners of Queen Anne's County, Centreville Light, Heat and Power Company and David L. Almquist and Janice V. Almquist, his wife (CWC No. 86, folio 334).

ROBERT C. THOMPSON
ATTORNEY AT LAW
MARYLAND NAT'L. BANK BLDG.
8 EAST GOLDSBOROUGH STREET
EASTON, MARYLAND

IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County, this 22nd day of June, 1979, that the Complainant, by causing a copy of this Order to be inserted in some newspaper published in Queen Anne's County, Maryland, once a week in each of four successive weeks before the 23rd day of July, 1979, shall give notice to the Defendants, addresses unknown, of the substance and object of the Bill of Complaint, and to appear in the Circuit Court for Queen Anne's County, on or before the 23rd day of August, 1979, and file their answer to or other initial pleading in the Clerk's office, at Centreville, Maryland; otherwise a decree pro confesso and/or a final decree may be entered for the relief demanded by the Complainant.

FILED: June 22, 1979

Marguerite W. Mankin
MARGUERITE W. MANKIN
CLERK

ROBERT C. THOMPSON
ATTORNEY AT LAW
MARYLAND NAT'L. BANK BLDG.
8 EAST GOLDSBOROUGH STREET
EASTON, MARYLAND

79581

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

July Return Day

File No. 6447

Docket M.W.M. # 7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:

Centreville Light, Heat & Power Company of Queen Anne's County
a Body Corporate of the State of Maryland
Centreville
Maryland 21617

You are hereby summoned to the Circuit Court for Queen Anne's County to the July Return Day of this Court, to answer an action at the suit of

Agrico Chemical Corporation
a body Corporate of the State of Delaware
P.O. Box 3166
Tulsa, Olkahoma 74101

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

Issued 22nd day of June, 19 79.

TO THE PERSON(S) SUMMONED:

Personal attendance in court on the day named in the summons is not required. If you fail to file an answer or other defense on or before July 17, 1979, the 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: Robert C. Thompson, Esq.
P.O. Box 1048
Address: Maryland National Bank Building
Easton, Maryland 21601
Name: (301) 822-0978

Address:

Marguerite W. Mankin
Marguerite W. Mankin Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 22nd day of June, 19 79, I executed service of process upon Daniel Cannon - President Four Commissioners by delivering and leaving with him a copy of the summons and pleadings.

RECEIVED
CLERK, CIRCUIT COURT
1979 JUN 25 AM 9:06
QUEEN ANNE'S COUNTY

Steve Radcliff
Deputy Sheriff of Queen Annes Co County

LIBER 11 PAGE 630 79580

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: July Return Day

File No. 6447

Docket M.W.M. 7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: The Town of Centreville
Centreville
Maryland 21617

You are hereby summoned to the Circuit Court for Queen Anne's County to the July Return Day of this Court, to answer an action at the suit of

Agrico Chemical Corporation
a body Corporate of the State of Delaware
P.O. Box 3166
Tulsa, Olkahoma 74101

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

Issued 22nd day of June, 1979.

TO THE PERSON(S) SUMMONED:

Personal attendance in court on the day named in the summons is not required. If you fail to file an answer or other defense on or before July 17, 1979, the 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: Robert C. Thompson, Esq.
~~P.O. Box 1048~~
Address: Maryland National Bank Building
~~Easton, Maryland 21601~~
(301) 822-0978

Name:

Address:

Marguerite W. Mankin
Marguerite W. Mankin Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 22nd day of June, 1979, I executed service of process upon Daniel Cannon - President Town Commissioners by delivering and leaving with him a copy of the summons and pleadings.

RECEIVED
CLERK, CIRCUIT COURT
1979 JUN 25 AM 9:06
QUEEN ANNE'S COUNTY

Steve Radcliff
Deputy Sheriff of Queen Annes County

79582

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

July Return Day

File No. 6447

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: The County Commissioners of Queen Anne's County
Centreville
Maryland 21617

You are hereby summoned to the Circuit Court for Queen Anne's County to the July Return Day of this Court, to answer an action at the suit of

Agrico Chemical Corporation
a body Corporate of the State of Delaware
P.O. Box 3166
Tulsa, Olkahoma 74101

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

Issued 22nd day of June, 1979.

TO THE PERSON(S) SUMMONED:

Personal attendance in court on the day named in the summons is not required. If you fail to file an answer or other defense on or before July 17, 1979, the 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: Robert C. Thompson, Esq.
~~P.O. Box 1048~~
Address: Maryland National Bank Building
~~Easton, Maryland 21601~~
Name: (301) 822-0978

Address:

Marguerite W. Mankin
Marguerite W. Mankin Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 22nd day of June, 1979, I executed service of process upon Robert Price - Attorney for County Commissioners by delivering and leaving with him a copy of the summons and pleadings.

RECEIVED
CLERK, CIRCUIT COURT
1979 JUN 25 AM 9:07
QUEEN ANNE'S COUNTY

Steve Radcliff
Deputy Sheriff of Queen Annes County

LIBER 11 PAGE 632 79584

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

July Return Day

File No. 6447

Docket M.W.M. 7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: Janice L. Almquist
Centreville
Maryland 21617

You are hereby summoned to the Circuit Court for Queen Anne's County to the July Return Day of this Court, to answer an action at the suit of

Agrico Chemical Corporation
a body Corporate of the State of Delaware
P.O. Box 3166
Tulsa, Oklahoma 74101

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

Issued 22nd day of June, 19 79.

TO THE PERSON(S) SUMMONED:

Personal attendance in court on the day named in the summons is not required. If you fail to file an answer or other defense on or before July 17, 1979, the 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: Robert C. Thompson, Esq.
Address: P.O. Box 1048
Maryland National Bank Building
Easton, Maryland 21601
Name: (301) 822-0978

Address:

Marguerite W. Mankin
MARGUERITE W. MANKIN Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 22 day of June, 1979, I executed service of process upon Janice L. Almquist by delivering and leaving with him a copy of the summons and pleadings.

RECEIVED
CLERK, CIRCUIT COURT
1979 JUN 25 AM 9:07
QUEEN ANNE'S COUNTY

Deputy Paul Coleman
Sheriff of Queen Anne's County

79585

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

July Return Day

File No. 6447

Docket M.W.M. 7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: David L. Almquist
Centreville
Maryland 21617

You are hereby summoned to the Circuit Court for Queen Anne's County to the July Return Day of this Court, to answer an action at the suit of

Agrico Chemical Corporation
a body Corporate of the State of Delaware.
P.O. Box 3166
Tulsa, Oklahoma 74101

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

Issued 22nd day of June, 1979.

TO THE PERSON(S) SUMMONED:

Personal attendance in court on the day named in the summons is not required. If you fail to file an answer or other defense on or before July 17, 1979, the 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: Robert C. Thompson, Esq.
P.O. Box 1048
Address: Maryland National Bank Building
Easton, Maryland 21601
Name: (301) 822-0978
Address:

Marguerite W. Mankin
MARGUERITE W. MANKIN Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 22nd day of June, 1979, I executed service of process upon David L. Almquist by delivering and leaving with him a copy of the summons and pleadings.

RECEIVED
CLERK. CIRCUIT COURT
1979 JUN 25 AM 9:07
QUEEN ANNE'S COUNTY

Steve Radcliff
Deputy Sheriff of Queen Anne's County

LIBER 11 PAGE 634 79586

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: July Return Day

File No. 6447

Docket M.W.M. 7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: Genevieve H. Valliant
Centreville, Maryland 21617

You are hereby summoned to the Circuit Court for Queen Anne's County to the July Return Day of this Court, to answer an action at the suit of

Agrico Chemical Corporation
a body Corporate of the State of Delaware
P.O. Box 3166
Tulsa, Oklahoma 74101

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

Issued 22nd day of June, 1979.

TO THE PERSON(S) SUMMONED:

Personal attendance in court on the day named in the summons is not required. If you fail to file an answer or other defense on or before July 17, 1979, the 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: Robert C. Thompson, Esq.
~~P.O. Box 1048~~
Address: Maryland National Bank Building
~~Easton, Maryland 21601~~
(301) 822-0978

Name:

Address:

Marquerite W. Mankin
MARQUERITE W. MANKIN Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 25 day of June, 1979, I executed service of process upon Genevieve H. Valliant by delivering and leaving with him a copy of the summons and pleadings.

Deputy William B. Sharp
Deputy Sheriff of Queen Annie County

RECEIVED
CLERK, CIRCUIT COURT
1979 JUN 25 PM 2:52
QUEEN ANNE'S COUNTY

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

July Return Day

File No. 6447

Docket M.W.M. 7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: Kerr-McGee Chemical Corporation
a body Corporate of the State of Delaware
Kerr-McGee Center
Oklahoma City
Oklahoma 73125

TO BE SERVED ON:
The Corporation Trust Incorporated
First Maryland Building
25 South Charles Street
Baltimore, Maryland 21201
(resident agent)

You are hereby summoned to the Circuit Court for Queen Anne's County to the July Return Day of this Court, to answer an action at the suit of

Agrico Chemical Corporation
a body Corporate of the State of Delaware
P.O. Box 3166
Tulsa, Oklahoma 74101

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

Issued 22nd day of June, 19 79.

TO THE PERSON(S) SUMMONED:

Personal attendance in court on the day named in the summons is not required. If you fail to file an answer or other defense on or before July 17th, 1979, the 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: Robert C. Thompson, Esq.
P.O. Box 1048
Address: Maryland National Bank Building
Easton, Maryland 21601
Name: (301) 822-0978

Address:

Marguerite W. Mankin
MARGUERITE W. MANKIN Clerk

Summoned Kerr-McGee Chemical Corporation by service on Corporation Trust Incorporated, a corporation, Resident Agent, by service on Henrietta Blumberg Assistant Secretary, and a copy of ~~Note and Notice to Plead~~ Bill of Complaint & Exhibits with a copy of the Process left with said Assistant Secretary on the 26th day of June 1979 in the presence of W. R. Watton.

George W. Freburger
Sheriff

Filed June 28, 1979 at 9:07 Am

IN EQUITY, IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY, STATE OF MARYLAND

* * * * * * * * * * *

Agrico Chemical Corporation
A Body Corporate of the State of Delaware
P. O. Box 3166
Tulsa, Oklahoma 74101

COMPLAINANT

VS

Kerr-McGee Chemical Corporation, a body Corporate of the State of Delaware, Kerr-McGee Center, Oklahoma City, Oklahoma 73125; Genevieve H. Valliant, Centreville, Maryland 21617; David L. Almquist, Centreville, Maryland 21617; Janice L. Almquist, Centreville, Maryland, 21617; The Town of Centreville, Centreville, Maryland 21617; The County Commissioners of Queen Anne's County, Centreville, Maryland 21617; Centreville Light, Heat & Power Company of Queen Anne's County, A Body corporate of the State of Maryland, Centreville, Maryland 21617; and all other persons, their heirs, executors, administrators and personal representatives who could claim any interest in the real estate mentioned in these proceedings or could hold a lien or encumbrance on the real estate mentioned in these proceedings;

ANSWER TO BILL TO QUIET TITLE

NO. 6447 CHANCERY

* * * * * * * * * * *

TO THE HONORABLE JUDGES OF THIS COURT:

The Defendant, Kerr-McGee Chemical Corporation, by its President, J. L. Rainey, says:

1. That, by Special Warranty Deed dated December 30, 1977, recorded in Liber CWC 133, folio 632, Defendant conveyed certain property in Queen Anne's County, Maryland.

2. That, such conveyance warranted only that the title to the property therein described was free from all liens made by Defendant.

3. That, Defendant now claims no interest whatsoever in the property conveyed or in the property described in the Bill.

WHEREFORE, the Defendant, Kerr-McGee Chemical Corporation, prays:

1. That an order be entered showing that Defendant, Kerr-McGee Chemical Corporation, has no interest in and no liability for the property described in the Bill.

2. That Defendant Kerr-McGee Chemical Corporation have such other and further relief including its costs as the court may determine.

KERR-McGEE CHEMICAL CORPORATION
J. L. Rainey, President
P. O. Box 25861
Oklahoma City, OK 73125
405/270-3231

FORM APPROVED
LAW DEPT.

CERTIFICATE OF MAILING

It is hereby certified that a copy of Defendant's Answer to the Bill to Quiet Title was mailed this 10th day of July, 1979, to Plaintiff's attorney of record, Robert C. Thompson, Esq., P. O. Box 1048, Easton, Maryland 21601.

Carolyn G. Hill, Esq.
Kerr-McGee Center
P. O. Box 25861
Oklahoma City, OK 73125
405/270-2828

AGRICO CHEMICAL CORPORATION Complainant	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY EQUITY NO. 6447
vs.	*	
KERR-MCGEE CHEMICAL CORPORATION, ET.AL. Respondents	*	

* * * * *

ANSWER

The County Commissioners of Queen Anne's County, by Robert R. Price, Jr., their attorney, in answer to the Bill to Quiet Title says:

1. That it is without knowledge as to the allegations in Paragraphs 1, 2, 3, 4, and 5 of said Bill.

2. That it denies the allegation in Paragraph 6.

3. That it is without knowledge as to the allegations in Paragraph 7.

4. That it denies the allegations in Paragraph 8.

5. That it is without knowledge as to the allegations in Paragraphs 9 and 10.

6. And Further Answering said Bill to Quiet Title, the County Commissioners state that the survey designated Exhibit "F" is not accurate in that it does not set forth the right of way for ingress and egress from the public road designated "Watson Road" to the County lands on the Corsica River, said right of way being established by usage and by reservation in the deed from the County Commissioners of Queen Anne's County to E.S. Valliant and Son, Inc., being designated Complainant's Exhibit E. The aforesaid County right of way has been open and used continuously by the public for a period exceeding twenty (20) years.

Robert R. Price, Jr.
Attorney for the County Commissioners of Queen Anne's County

I HEREBY CERTIFY that on this 20th day of July, 1979, a copy of the aforegoing Answer was mailed to Robert C. Thompson, attorney for the Complainant at 8 East Goldsborough St, Easton, Md. 21601.

Robert R. Price, Jr.

LAW OFFICES
PRICE & FOSTER

IN EQUITY, IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY, STATE OF MARYLAND

6447

* * * * * * * * * *

Agrico Chemical Corporation
A Body Corporate of the State of Delaware
P. O. Box 3166
Tulsa, Oklahoma 74101

COMPLAINANT

VS

Kerr-McGee Chemical Corporation, a body Corporate of the State of Delaware, Kerr-McGee Center, Oklahoma City, Oklahoma 73125; Genevieve H. Valliant, Centreville, Maryland 21617; David L. Almquist, Centerville, Maryland 21617; Janice L. Almquist, Centreville, Maryland 21617; The Town of Centreville, Centreville, Maryland 21617; The County Commissioners of Queen Anne's County, Centreville, Maryland 21617; Centreville Light, Heat & Power Company of Queen Anne's County, a Body corporate of the State of Maryland, Centreville, Maryland 21617; and all other persons, their heirs, executors, administrators and personal representatives who could claim any interest in the real estate mentioned in these proceedings or could hold a lien or encumbrance on the real estate mentioned in these proceedings;

* * * * * * * * * *

ANSWER TO BILL TO
QUIET TITLE

NOW COMES, The Centreville Light, Heat & Power Company, Centreville, Maryland 21617. Defendant in the above entitled case by Patrick E. Thompson, its Attorney and in Answer to the Bill to Quiet Title heretofore filed in this cause, says:

(1) That the Defendant, The Centreville Light, Heat & Power Company, Centreville, Maryland 21617 has no knowledge of the allegations contained in the said Bill to Quiet Title.

WHEREFORE Defendant prays that it be hence dismissed with costs attributable to Plaintiff.

Patrick E. Thompson
Attorney for Defendant
109 Lawyers Row
Centreville, Maryland 21617
Telephone: 758-1795

I HEREBY CERTIFY, that on this 25th day of July, 1979, I served a copy of the aforegoing on Robert C. Thompson, Esquire, by mailing a copy of the same to him at his office located in the County Office Building, Centreville, Maryland 21617.

Patrick E. Thompson

LIBER 94 PAGE 640

IN EQUITY, IN THE CIRCUIT COURT 6447

FOR QUEEN ANNE'S COUNTY, STATE OF MARYLAND

* * * * * * * * * *

Agrico Chemical Corporation
A Body Corporate of the State of Delaware
P. O. Box 3166
Tulsa, Oklahoma 74101

COMPLAINANT

VS

Kerr-McGee Chemical Corporation, a body Corporate of the State of Delaware, Kerr-McGee Center, Oklahoma City, Oklahoma 73125; Genevieve H. Valliant, Centreville, Maryland 21617; David L. Almquist, Centreville, Maryland 21617; Janice L. Almquist, Centreville, Maryland 21617; The Town of Centreville, Centreville, Maryland 21617; The County Commissioners of Queen Anne's County, Centreville, Maryland 21617; Centreville Light, Heat & Power Company of Queen Anne's County, a Body corporate of the State of Maryland, Centreville, Maryland 21617; and all other persons, their heirs, executors, administrators and personal representatives who could claim any interest in the real estate mentioned in these proceedings or could hold a lien or encumbrance on the real estate mentioned in these proceedings;

* * * * * * * * * *

ANSWER TO BILL TO
QUIET TITLE

NOW COMES, The Town of Centreville, Centreville, Maryland, 21617. Defendant in the above entitled case by Patrick E. Thompson, its Attorney and in Answer to the Bill to Quiet Title heretofore filed in this cause, says:

(1) That the Defendant, The Town of Centreville, Centreville, Maryland 21617 has no knowledge of the allegations contained in the said Bill to Quiet Title.

WHEREFORE Defendant prays that it be hence dismissed with costs attributable to Plaintiff.

FILED
JUL 26 1979
CIRCUIT COURT
QUEEN ANNE'S CO.

Patrick E. Thompson
Patrick E. Thompson
Attorney for Defendant
109 Lawyers Row
Centreville, Maryland 21617
Telephone: 758-1795

I HEREBY CERTIFY, that on this 25th day of July, 1979, I served a copy of the aforegoing on Robert C. Thompson, Esquire, by mailing a copy of the same to him at his office located in the County Office Building, Centreville, Maryland 21617.

Patrick E. Thompson
Patrick E. Thompson

AGRICO CHEMICAL CORPORATION	:	
Complainant	:	Circuit Court
	:	for
v.	:	Queen Anne's County
	:	In Equity
KERR McGEE CHEMICAL CORPORATION, et al	:	Chancery No. 6447
Defendants	:	

AFFIDAVIT

I/we, the undersigned, having first been duly sworn, do hereby depose and say as follows:

1. That I/we have examined the Bill of Complaint filed herein and the various exhibits annexed thereto, particularly including Exhibit F, being a copy of a Plat recently prepared by J.R. McCrone, Jr., Inc., entitled "Plat Showing the Land of Agrico Chemical Company", and

2. That, to the best of my/our knowledge, information and belief, said Plat fairly, accurately and fully describes and defines the perimeter of the said Agrico Chemical Company property,

[redacted]

Genevieve H. Valle (SEAL)

_____ (SEAL)

SUBSCRIBED AND SWORN to before me this 22nd day of August, 1979.

Pamela H. Poor
NOTARY PUBLIC

My Commission Expires:
7/1/82

RECORDED
CLERK'S OFFICE
1979 SEP 10 AM 9:31
QUEEN ANNE'S COUNTY

LIBER 11 PAGE 642

AGRICO CHEMICAL CORPORATION	:	
Complainant	:	Circuit Court
	:	for
v.	:	Queen Anne's County
	:	In Equity
KERR McGEE CHEMICAL CORPORATION, et al	:	Chancery No. 6447
Defendants	:	

AFFIDAVIT

I/we, the undersigned, having first been duly sworn, do hereby depose and say as follows:

1. That I/we have examined the Bill of Complaint filed herein and the various exhibits annexed thereto, particularly including Exhibit F, being a copy of a Plat recently prepared by J.R. McCrone, Jr., Inc., entitled "Plat Showing the Land of Agrico Chemical Company", and

2. That, to the best of my/our knowledge, information and belief, said Plat fairly, accurately and fully describes and defines the perimeter of the said Agrico Chemical Company property, and

3. That I/we have been personally familiar with the aforesaid Agrico Chemical Company property, and those properties bordering upon it , from approximately August 1974 , to the date hereof.

David L. August (SEAL)

[illegible] (SEAL)

SUBSCRIBED AND SWORN to before me this 24th day of September , 1979.

Mary Catherine Connolly
NOTARY PUBLIC

My Commission Expires: 7/1/82

RECEIVED
CLERK, CIRCUIT COURT
1979 SEP 25 AM 9:14
QUEEN ANNE'S COUNTY

AGRICO CHEMICAL CORP.	:	IN THE
COMPLAINANT	:	CIRCUIT COURT
VS.	:	FOR
KERR-MCGEE CHEMICAL CORP. ET AL.	:	QUEEN ANNE'S COUNTY
RESPONDENTS	:	EQUITY NO. 6447

AMENDED ANSWER

The County Commissioners of Queen Anne's County by Robert R. Price, Jr., their attorney, herewith file an Amended Answer to the Bill to Quiet Title:

1. That it is without knowledge as to the allegations set forth in said Bill.

2. That any denials or statements set forth in the original Answer to this Bill have been clarified to the satisfaction of this Respondent and this Amended Answer shall be considered as amending in its entirety the original Answer filed herein.

Robert R. Price, Jr.,
Attorney for the County Commissioners of Queen Anne's County

I HEREBY CERTIFY, that on this 1st day of October, 1979, a copy of the aforegoing Answer was mailed to Robert C. Thompson, Attorney for the Complainant at 8 East Goldsborough Street, Easton, Maryland, 21601.

RECEIVED
CLERK, CIRCUIT COURT
1979 OCT -4 AM 9:20
QUEEN ANNE'S COUNTY

Robert R. Price, Jr.,
Attorney as aforesaid.

LAW OFFICES
PRICE & FOSTER

OFFICE OF

The Star-Democrat

Easton, Md.

This is to certify that the annexed

Order of Publication

in the case of

Agrico Chemical Corp.

vs.

Kerr-McGee Chemical Corp.

was published in THE STAR-DEMOCRAT, one of the newspapers printed and published in Talbot county once in each of four successive weeks beginning the 27th day of June A.D. 19 79

THE EASTON PUBLISHING COMPANY

Publishers of THE STAR-DEMOCRAT

Per Nancy S. Gregory

procure a decree that the Complainant be made absolute owner of the tract of land hereinafter particularly described with the perfect right of obsolute disposition of the same and for an absolute and permanent injunction against any of the Defendants claiming any interest in said land.

THE BILL RECITES THAT THIS PROCEEDING IS:

1. That, by Special Warranty Deed from Kerr-McGee Chemical Corporation, dated December 30, 1977, recorded in Liber CWC 133, folio 632, Complainant acquired 6.611 acres of land. (a copy of the deed is attached as Complainant's Exhibit "A").

2. Tbat Complainant's predecessors in title acquired the aforesaid 6.611 acres by Deed from Gertrude E. Morgan (Straw deed) to E.S. Valliant & Sons, Inc., dated July 9, 1962, and recorded in and Land Record Book for Queen Anne's County in Liber TSP No. 67, folio 236. (a copy of said Deed is attached as Complainant's Exhibit "B") E.S. Valliant & Sons, Inc., merged to become Kerr-McGee Chemical Corporation by Certificate of Merger between E.S. Valliant & Sons, Inc., and The Baugh Chemical Company (Liber CWC No. 20, folio 162 a Land Record Book for Queen Anne's County, Maryland) and a Certificate of Merger with Kerr-McGee Chemical Corporation (Liber CWC No. 52, folio 349)

3. That the said Gertrude E. Morgan, acquired only the following properties from E. S. Valliant & Sons, Inc., by deed dated July 9, 1962, and recorded in Liber TSP No. 67, folio 234 a Land Record Book for Queen Anne's County; (a copy of deed is attached as Complainant's Exhibit "C")

"ALL those three (3) lots or parcels of land situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, and more particularly described as follows:

LOT NO. 1 - ALL that lot or parcel of land calle dor known as "The C.H. Clash Wharf Property" formerly called or part of the lot called "Dockery's Wharf" or "Dockery's Lot", situate, lying and being at Centreville Landing in the Third Election District of Queen Anne's County, State of Maryland, on both branches of Corsica River adjoining the lot of land called or known as "The Public Landing" or "The Public Wharf" containing 2

Exhibit "D") and from The County Commissioners of Queen Anne's County (0.238 acres) by deed dated November 7, 1961, and recorded in Liber TSP 63, folio 310 a Land Record Book for Queen Anne's County, Maryland. (Attached as Complainant's Exhibit "E")

5. That Complainants have entered into an agreement of sale with Mareen D. Waterman, Agent for Arthur H. Kudner, Jr., dated March 19, 1979, for the sale of the following described property:

"That the real estate together with buildings and improvements thereon intended to be sold under this contract may be more generally described as all that property contained in a special warranty deed dated December 30, 1977, from Kerr-McGee Cbemical Corporation to Agrico Chemical Company which is recorded among the Land Records of Queen Anne's County in Liber CWC No. 130, folio 632; save and except therefrom all the property described in a deed dated July 11, 1978, from Agrico Chemical Company to The Town Commissioners of Centreville which is recorded among the land records aforesaid in Liber CWC No. 143, folio 330."

6. A perimeter survey of the parcels to be conveyed was prepared by J.R. McCrone, Jr., Inc., Surveyors on a Plat entitled: "PLAT SHOWING THE LAND OF AGRICO CHEMICAL COMPANY" dated April 1979. (A copy of which is attached as Complainant's Exhibit "F").

7. Under the terms of the agreement of sale, Complainants requested Lawyers Title Insurance Corporation to issue a preliminary title binder insuring marketable title in Complainant. Lawyers Title Insurance Corporation refused to insure the title on the grounds that the deed from E. S. Valliant & Sons, Inc., to Gertrude E. Morgan (Exhibit "A") conveyed all of E. S. Valliant & Sons, Inc., interest which totaled between 2 and 3 acres. The deed from Gertrude E. Morgan back to E. S. Valliant & Sons, Inc., contained 6.611 acres, all of which were occupied by E. S. Valliant & Sons, Inc., and its predecessors in title but for which there was only partial record title.

8. That the Complainants and their predecessors in title, Kerr-McGee Chemical Corporation, formerly E. S. Valliant & Sons, Inc., and Edwin Stephens Valliant and

IN EQUITY
IN THE
CIRCUIT COURT
FOR QUEEN ANNE'S
COUNTY
STATE OF MARYLAND
Agrico Chemical
Corporation
A Body Corporate
of the
State of Delaware
Tulsa, Oklahoma 74101
COMPLAINANT
VS
Kerr-McGee
Chemical Corporation

a body Corporate of the State of Delaware, Kerr-McGee Center, Oklahoma City, Oklahoma 73125; Genevieve H. Valliant, Centreville, Maryland 21617; David L. Almquist, Centreville, Maryland 21617; Janice L. Almquist, Centreville, Maryland, 21617; The Town of Centreville, Centreville, Maryland 21617; The County Commissioners of Queen Anne's County, Centreville, Maryland 21617; Centreville Light, Heat & Power Company of Queen Anne's County, a Body corporate of the State of Maryland, Centreville, Maryland 21617; and all other persons, their heirs, executors, administrators and personal representatives who could claim any interest in the real estate mentioned in these proceedings or could hold a lien or encumbrance on the real estate mentioned in these proceedings;

ADDRESSES UNKNOWN:
DEFENDANTS

ORDER OF PUBLICATION

The object of this suit is to

acres, one rood and 5 perches of land, more or less.

Lot No. 2 - ALL that lot or parcel of land called or known ad the "McCabe Wharf Property" situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, at or near Centreville Landing, adjoining the property called "The Public Wharf Property" on one side and upon the other side of the property of, or formerly of, Joseph W. Larrimore, and between the western and eastern branches of Corsica River, containing 3 roods, and 22 square perches of land, more or less.

SAVING AND EXCEPTING THEREFROM all that part of this lot granted and conveyed unto the County Commissioners of Queen Anne's County by Deed dated November 7, 1961, from E. S. Valliant & Sons, Inc., and recorded in Liber TSP No. 63, folio 314, of the Land Records of Queen Anne's County.

LOT NOS. 1 & 2 - BEING the same tracts of ground, with the above exception, that were Lot No. 2 and Lot No. 3 in a deed from Edwin S. Valliant, et ux to E. S. Valliant & Sons, Inc., dated May 23, 1949, and recorded in Liber NBW No. 3, folio 252, of the Land Records of Queen Anne's County.

LOT NO. 3 - ALL that lot or parcel of land being a part of the Centreville Public Landing in the Third Election District of Queen Anne's County, Maryland, containing 0.238 acres of land, more or less.

BEING the same parcel of land granted and conveyed unto E.S. Valliant & Sons, Inc., by deed dated November 7, 1961, from the County Commissioners of Queen Anne's County and recorded in Liber TSP 63, folio 210 of the Land Records of Queen Anne's County.

4. That the aforesaid property conveyed to Morgan was acquired by E. S. Valliant & Sons, Inc., as Parcels 2 and 3 by deed from Edwin Stephen Valliant (Now deceased) and Genevieve A. Valliant, dated May 23, 1949, and recorded in Liber NBW No. 3, folio 252 a Land Record Book for Queen Anne's County, (said Deed attached as Complainant's

Genevieve H. Valliant, his wife, have possessed said parcels shown by the survey (Exhibit "F") in an open, actual, visual, exclusive and continuous manner, hostile to any claim or right of others, for a period far in excess of twenty (20) years.

9. That no action at law or in equity is now pending to test the validity or to quiet title to the land aforementioned.

10. That Defendants have joined herein, in addition to those in record title, the adjoining property owners for whatever interest they may have, viz: The Town of Centreville, The County Commissioners of Queen Anne's County, Centreville Light, Heat and Power Company and David L. Almquist and Janice V. Almquist, his wife (CWC No. 86, folio 334).

IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County, this 22nd day of June, 1979, that the Complainant, by causing a copy of this Order to be inserted in some newspaper published in Queen Anne's County, Maryland, once a week in each of four successive weeks before the 23rd day of July, 1979, shall give notice to the Defendants, addresses unknown, of the substance and object of the Bill of Complaint, and to appear in the Circuit Court for Queen Anne's County, on or before the 23rd day of August, 1979, and file their answer to or other initial pleading in the Clerk's office, at Centreville, Maryland; otherwise a decree pro confesso and or a final decree may be entered for the relief demanded by the Complainant.

FILED: June 22, 1979
MARGUERITE W. MANKIN
CLERK

TRUE COPY, TEST:
MARGUERITE W. MANKIN, CLERK
BY: BEVERLY J. PETERS, DEPUTY CLERK

E66-27,7-4,11,18

AGRICO CHEMICAL CORPORATION	*	IN THE CIRCUIT COURT
COMPLAINANT	*	FOR QUEEN ANNE'S COUNTY
VS	*	MARYLAND
KERR McGEE CHEMICAL CORPORATION, ET AL	*	IN EQUITY
DEFENDANTS	*	CHANCERY NO. 6447

W A I V E R

I, GENEVIEVE H. VALLIANT, waive my right to attend the deposition hearing in the subject matter.

Genevieve H. Valliant
GENEVIEVE H. VALLIANT

LAW OFFICES
ROBERT C. THOMPSON, P.A.
MARYLAND NAT'L. BANK BLDG.
P. O. BOX 1078
EASTON, MARYLAND

AGRICO CHEMICAL CORPORATION	*	IN THE CIRCUIT COURT
Complainant	*	FOR QUEEN ANNE'S COUNTY
vs	*	MARYLAND
KERR McGEE CHEMICAL CORPORATION, ET AL	*	IN EQUITY
Defendants	*	CHANCERY NO. 6447

W A I V E R

The undersigned, by its attorney, CAROLYN G. HILL, waives its right to attend the Deposition in the subject matter, to be held at the offices of Price and Foster, Lawyers Row, Centreville, Maryland, 21617, at 10:00 a.m. October 18, 1979.

Carolyn G. Hill
CAROLYN G. HILL
ATTORNEY FOR KERR-McGEE CHEMICAL CORPORATION

LAW OFFICES
ROBERT C. THOMPSON, P.A.
MARYLAND NAT'L. BANK BLDG.
P. O. BOX 1048
EASTON, MARYLAND

AGRICO CHEMICAL CORPORATION	*	IN THE CIRCUIT COURT
COMPLAINANT	*	FOR QUEEN ANNE'S COUNTY
VS	*	MARYLAND
KERR-McGEE CHEMICAL CORPORATION, ET AL.	*	IN EQUITY
DEFENDANTS	*	CHANCERY NO. 6447

W A I V E R

I, DAVID L. ALMQUIST and JANICE L. ALMQUIST, do hereby waive my right to attend the deposition hearing in the subject matter.

DAVID L. ALMQUIST

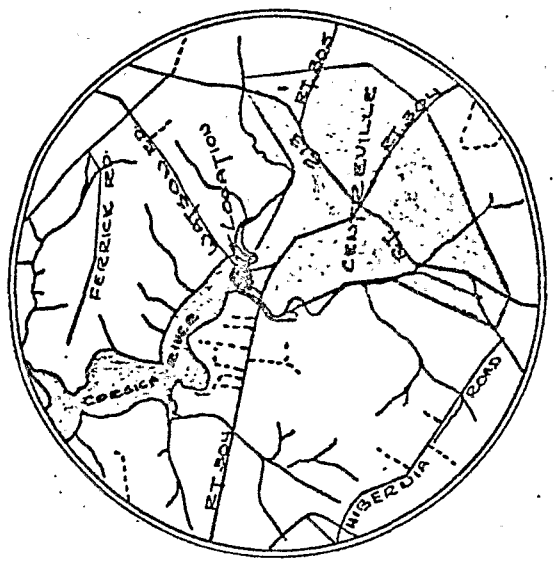
JANICE L. ALMQUIST

LAW OFFICES
ROBERT C. THOMPSON, P.A.
MARYLAND NAT'L. BANK BLDG.
P. O. BOX 1048
EASTON, MARYLAND

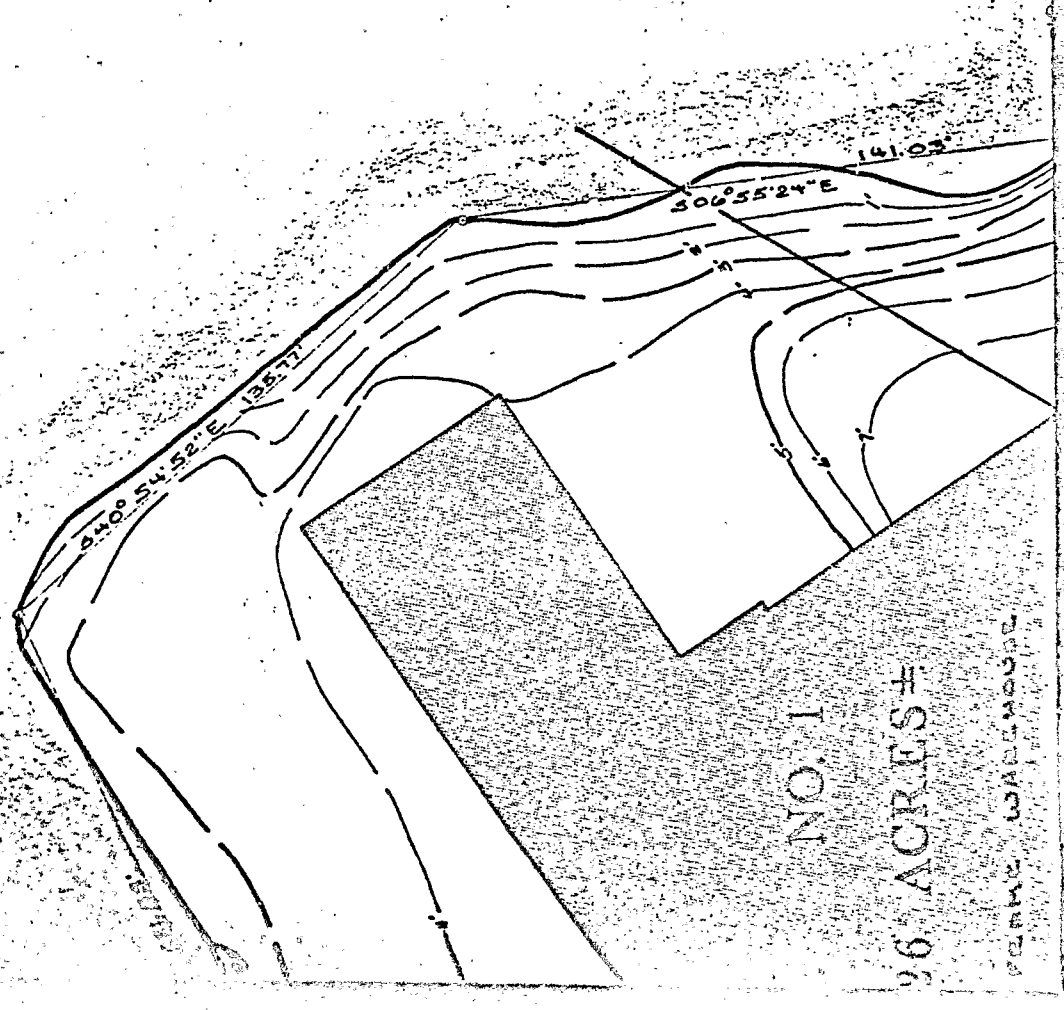
N
ORSICA
WEST BRANCH RIVER
N 58° 47' E
202.12'
FRAME BUILDING
EXISTING BULKHEAD
PARCEL

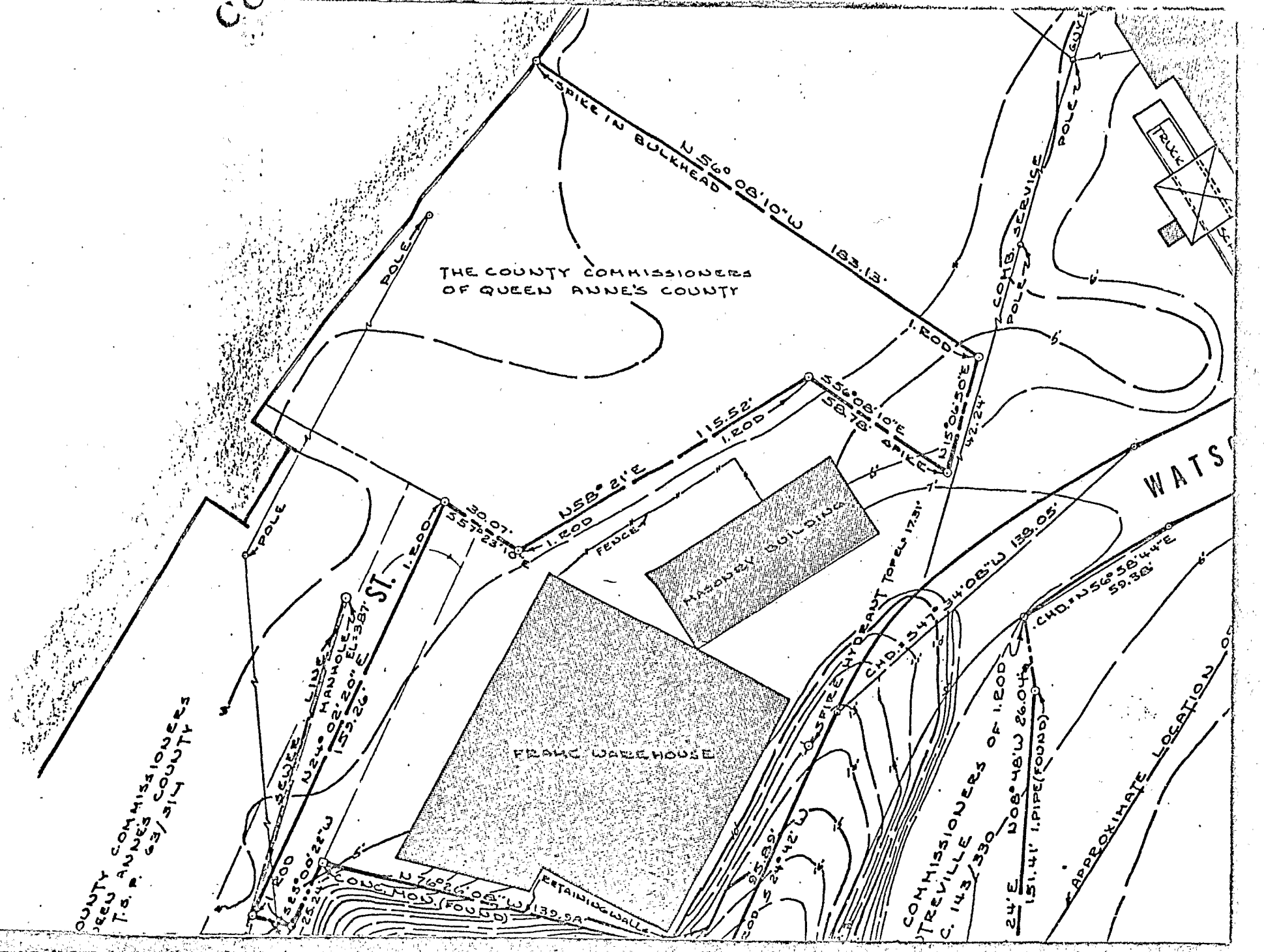
F

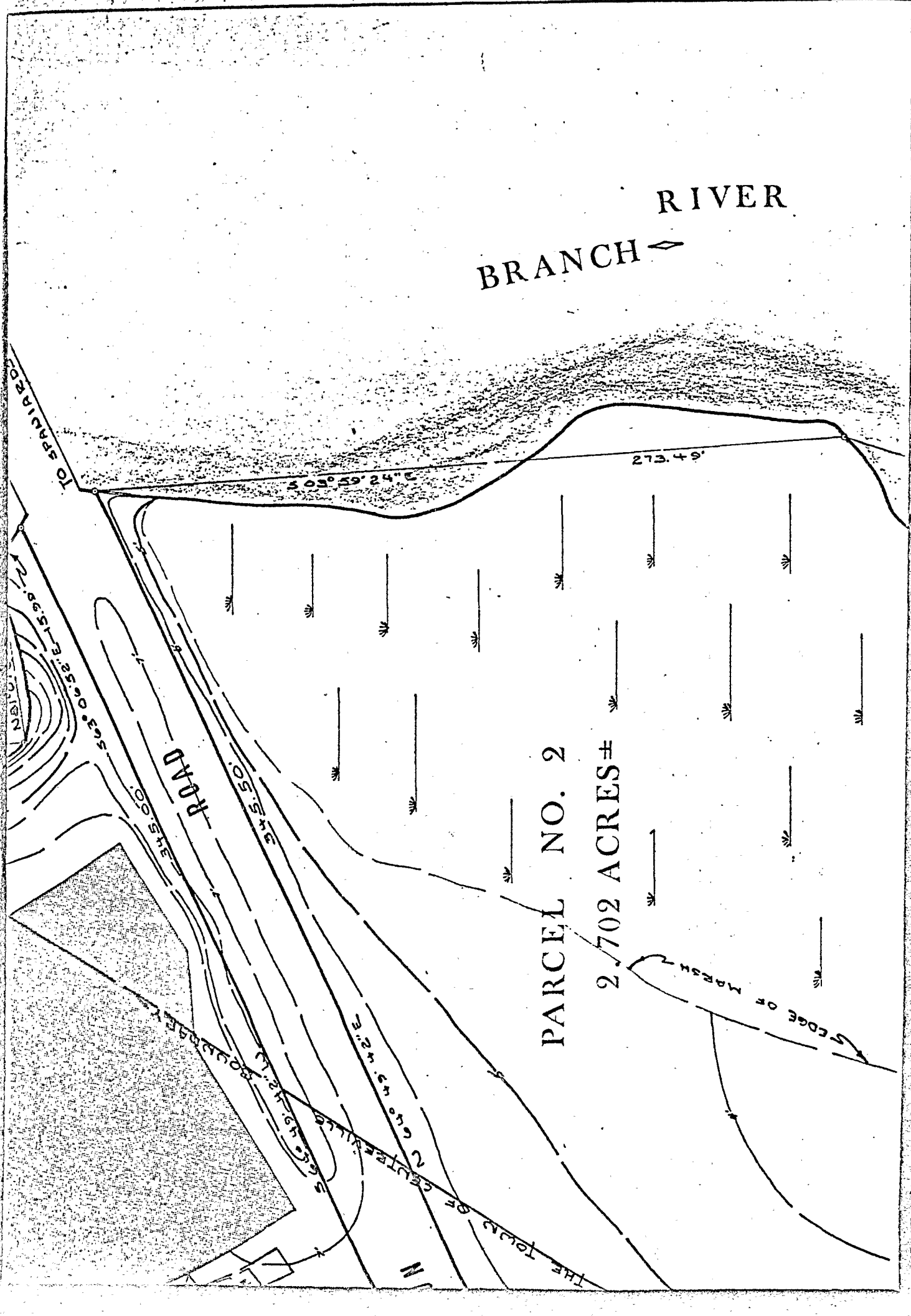
Keating depo. E F

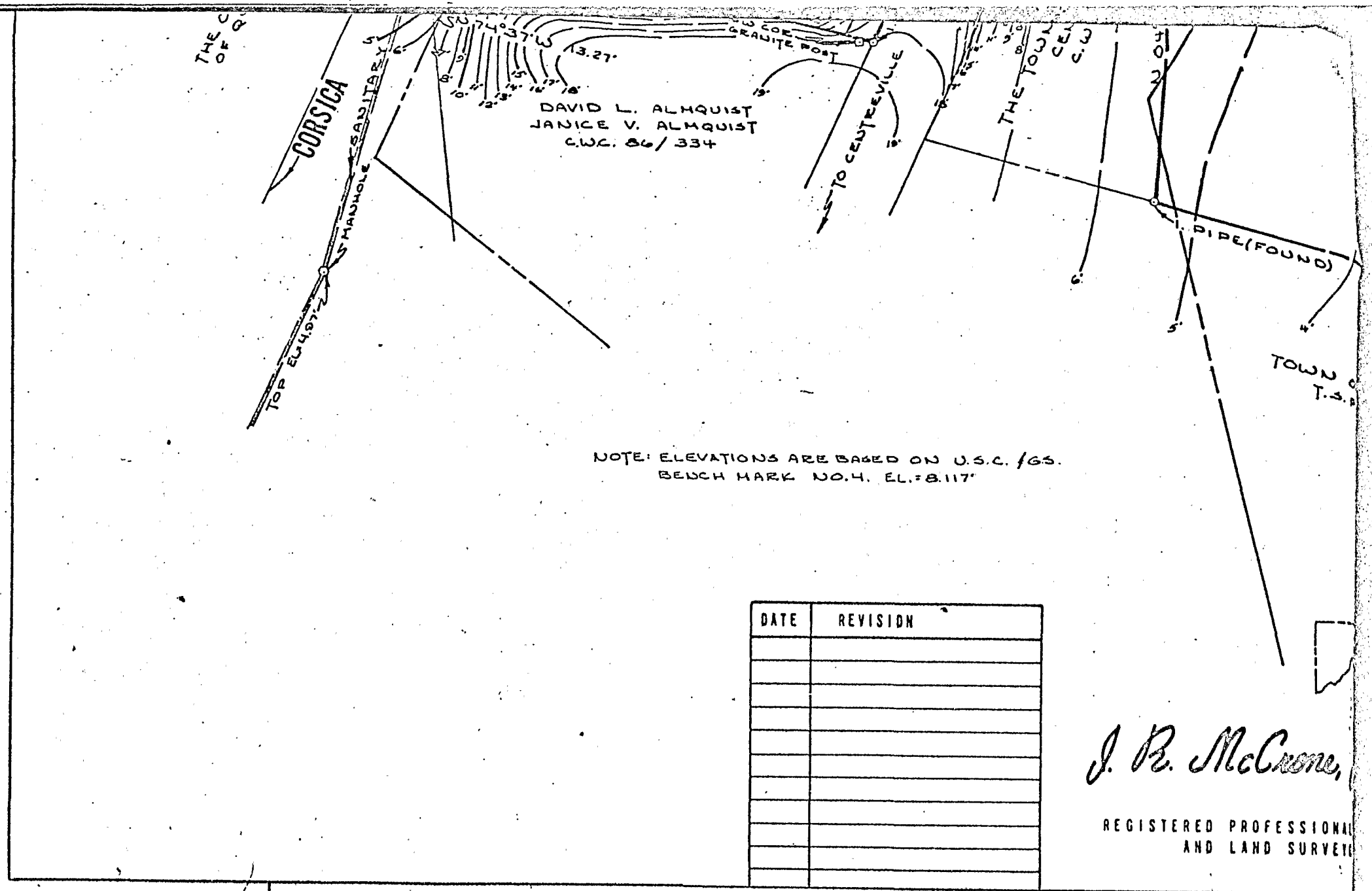


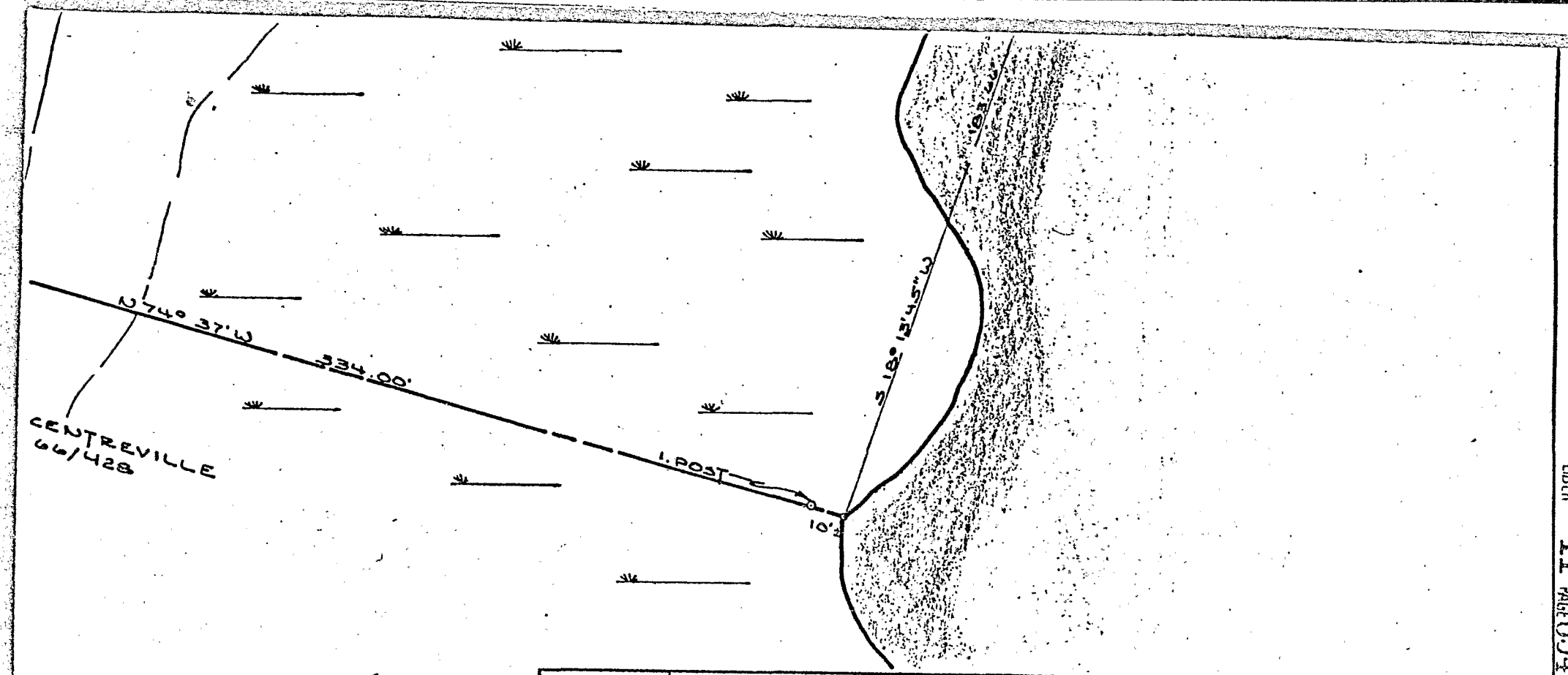
CORSICA EAST

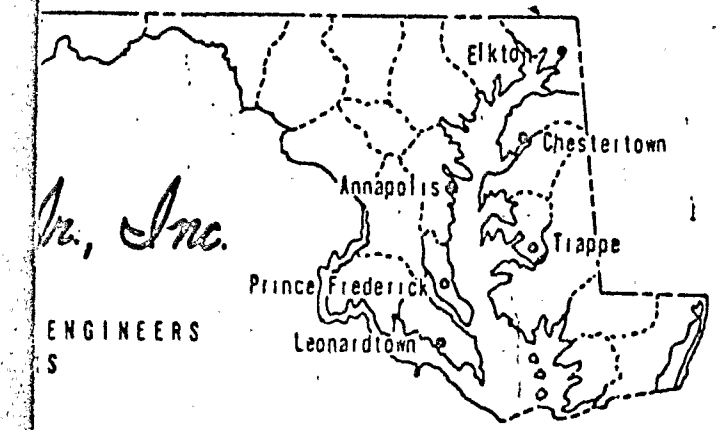



SPIKE IN BULKHEAD
N 56° 08' 10" W 183.13'
THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY
POLE
POLE
POLE
POLE
COMB. SERVICE
GUYE
TRUCK
1.200
S 56° 08' 10" E 58.78'
SPIKE
S 15° 06' 50" E 42.24'
115.52'
1.200
N 58° 21' E
1.200
30.07'
S 57° 23' 10" E
1.200
FENCE
MASONRY BUILDING
FRAME WAREHOUSE
RETAINING WALL
CONC. MON. (FOUND)
N 76° 06' 08" W 139.58'
S 65° 00' 22" W
25.24'
200
S 24° 42' W
95.89'
200
SEWER LINE
N 24° 02' 20" E
MANHOLE
EL. 3.87'
159.26'
ST.
1.200
COUNTY COMMISSIONERS QUEEN ANNE'S COUNTY T.G. P. 63/31
SPIKE HYDRANT TOP EL. 17.31'
CHD. S 47° 34' 08" W 139.05'
CHD. N 56° 58' 44" E 59.38'
COMMISSIONERS OF TREVILLE C. 143/330
1.200
N 08° 48' W 26.04'
24' E
151.41' I. PIPE (FOUND)
APPROXIMATE LOCATION OF
WATS


RIVER
BRANCH
TO SPANIARD
S 03° 59' 24" E
273.49'
ROAD
S 63° 05' 52" E 1596.72'
S 63° 05' 00" E 345.00'
S 63° 05' 50" E
S 63° 49' 42" E
THE TOTAL OF EQUATE 2
PARCEL NO. 2
2.702 ACRES±
EDGE OF MARSH
N





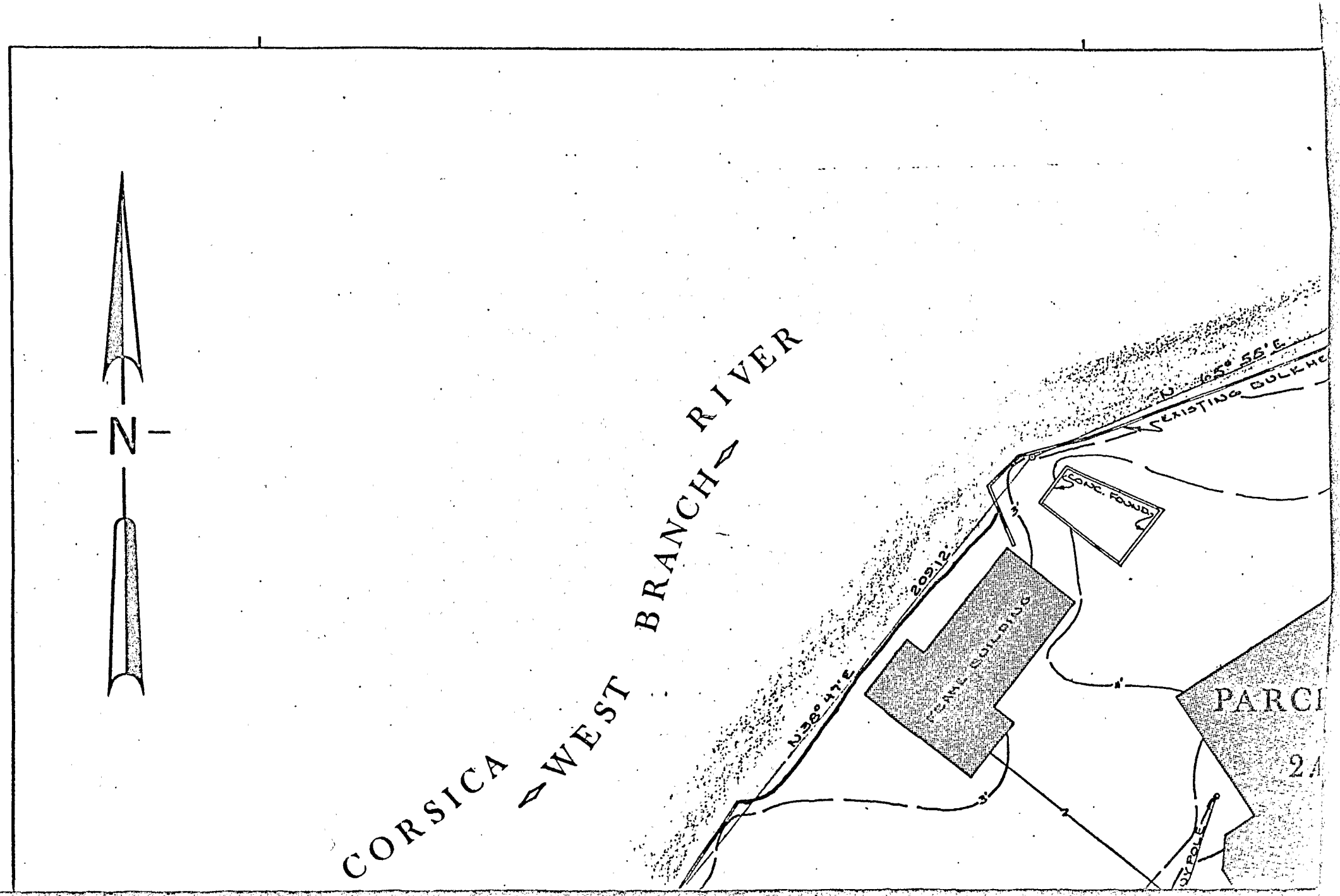


Ir., Inc.

ENGINEERS
S

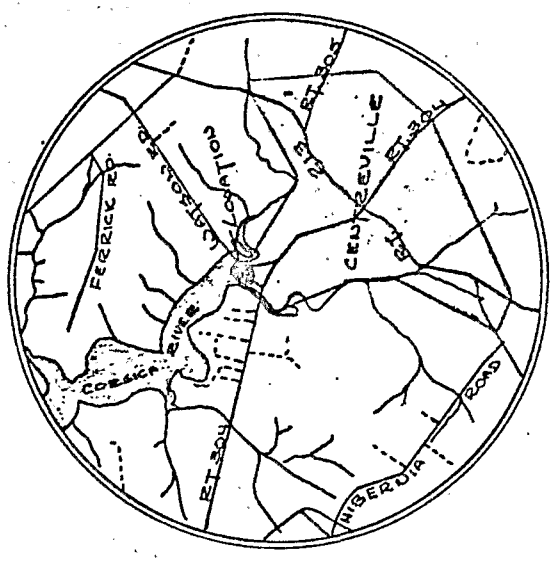
Scale 1" = 40'	PLAT SHOWING THE LAND OF	Sheet No 1 OF 1
Drawn By T.D. LANE		
Approved By D.C. KIRBY, JR	AGRICO CHEMICAL COMPANY	Seal
Date APRIL 1979		
Job No T-4382		
Folder Ref KUONER		
File No	IN AND NEAR THE TOWN OF CENTREVILLE QUEEN ANNE'S COUNTY, MARYLAND	

LIBER 11 PAGE 654

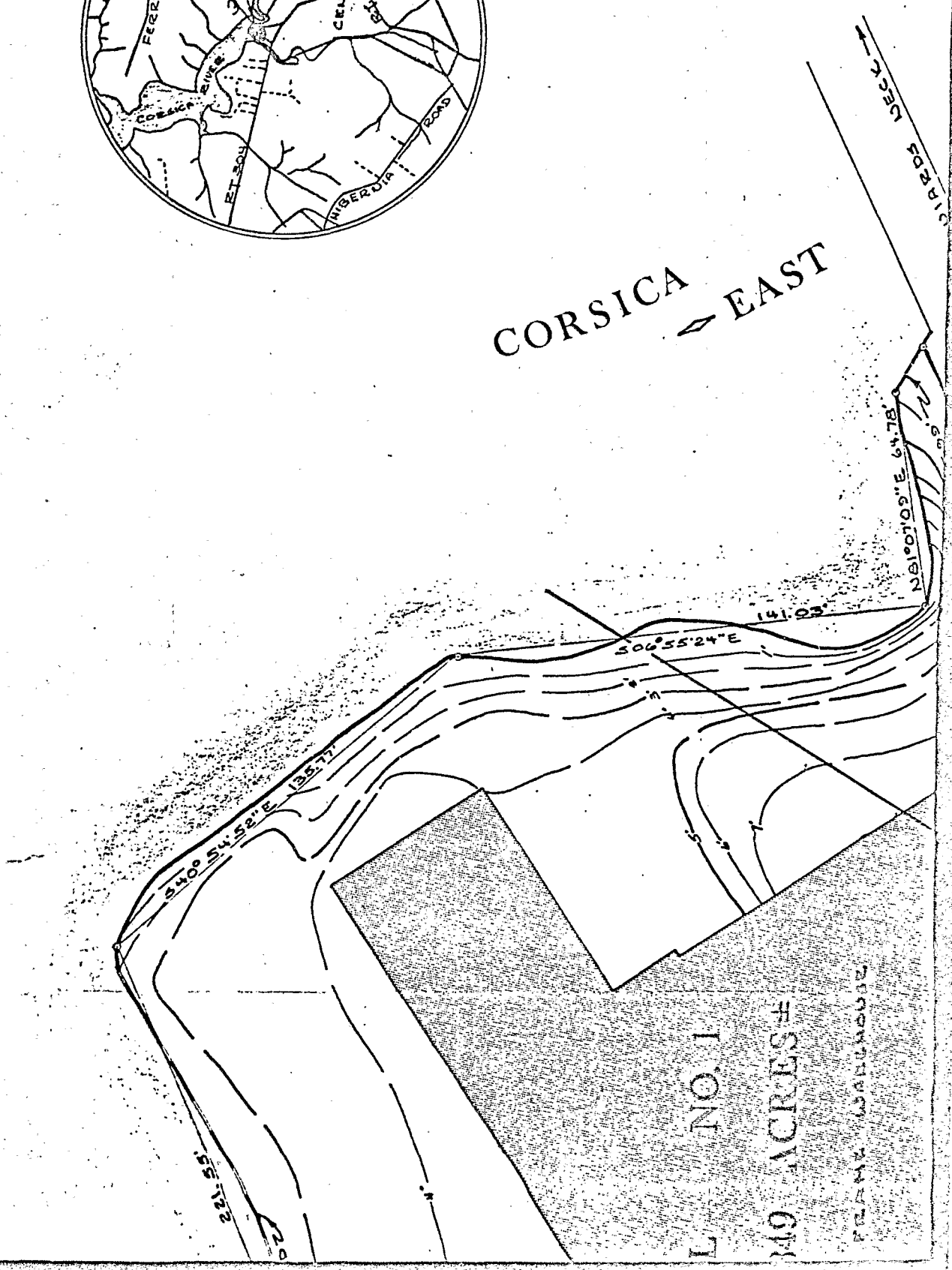

N
CORSICA
WEST
BRANCH
RIVER
N 38° 47' E
209.12'
FRAME BUILDING
CONC. FOUND.
EXISTING BULKHE
S 65° 55' E
UT POLE
PARCE
24

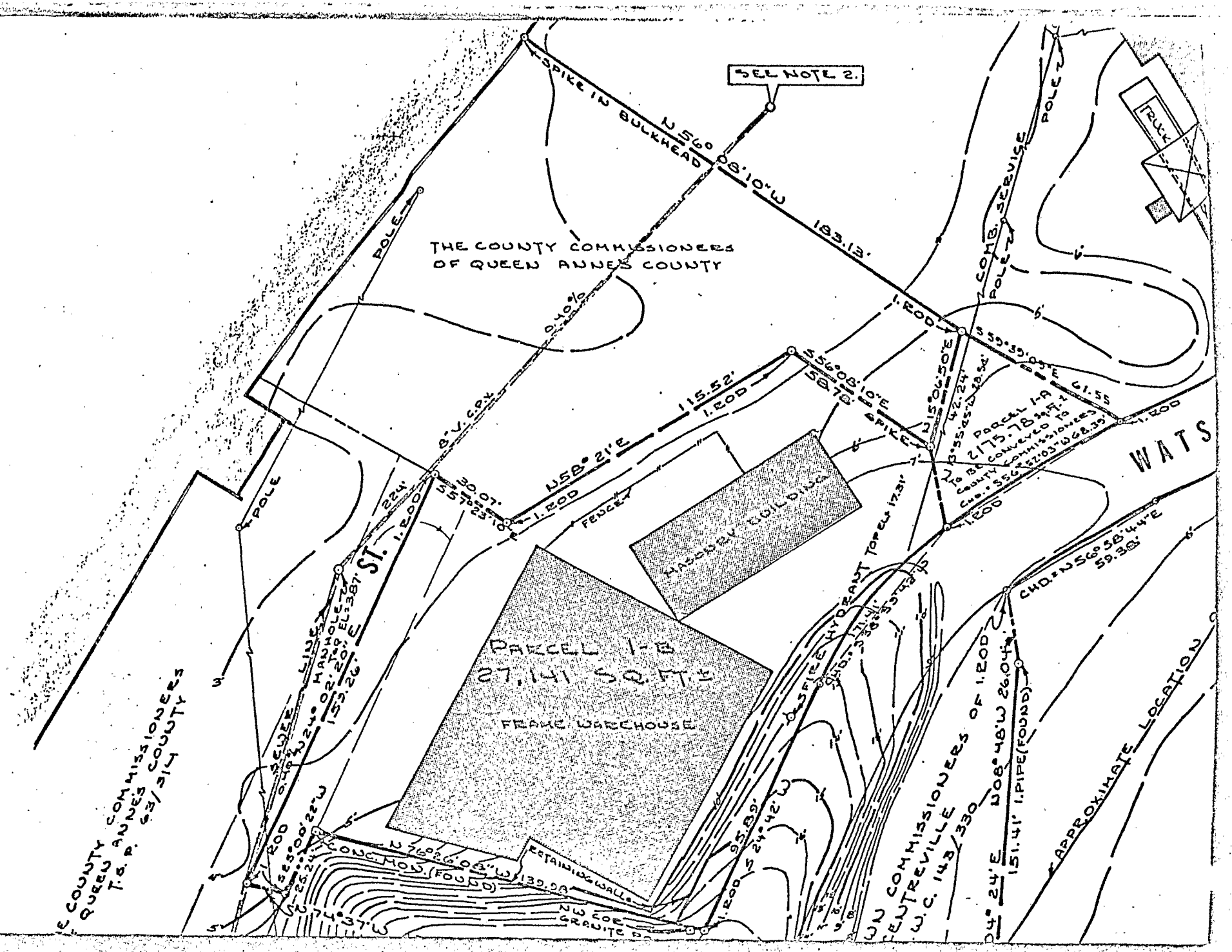
H

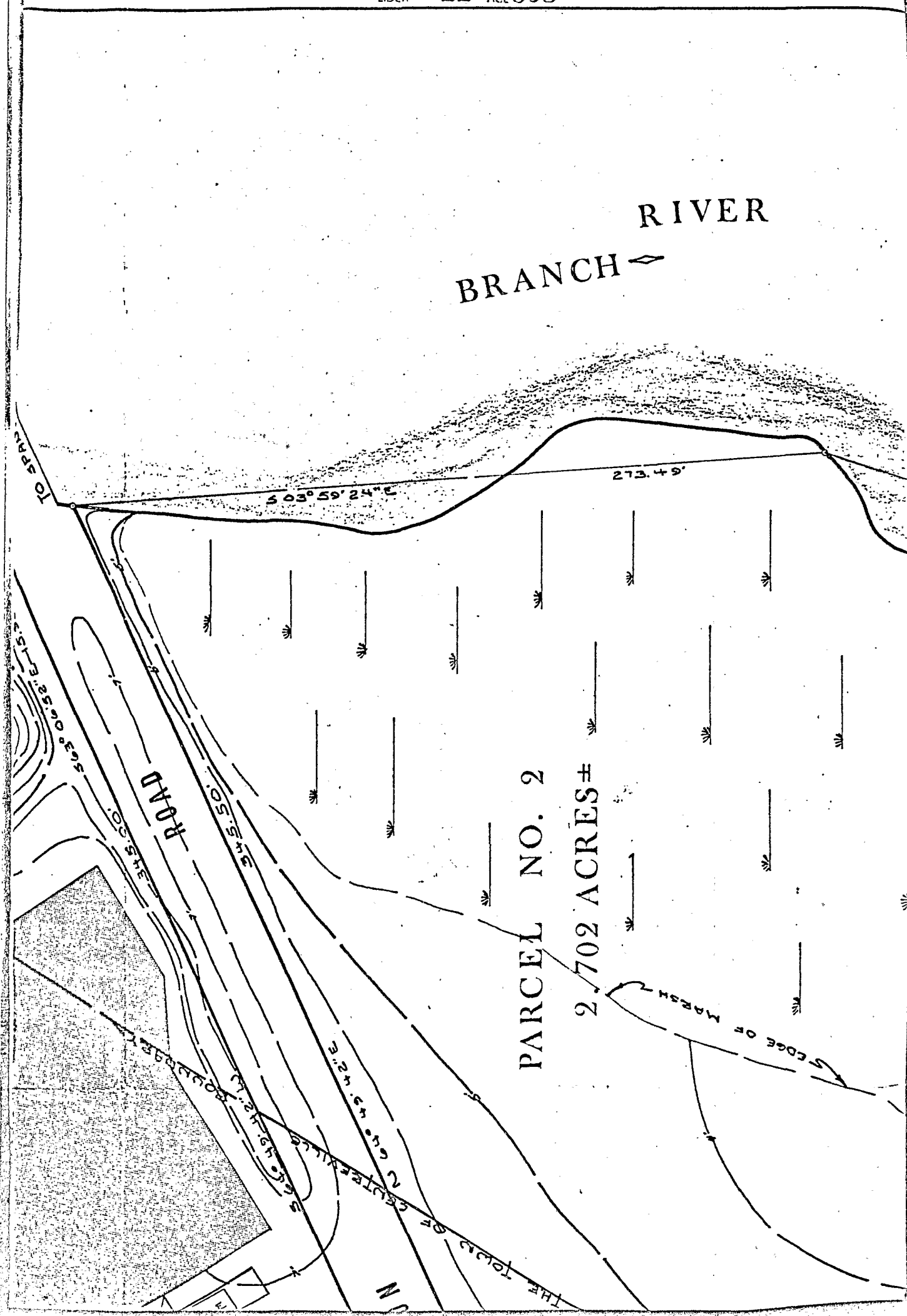
Keating depos E H
10-18-79
BW.

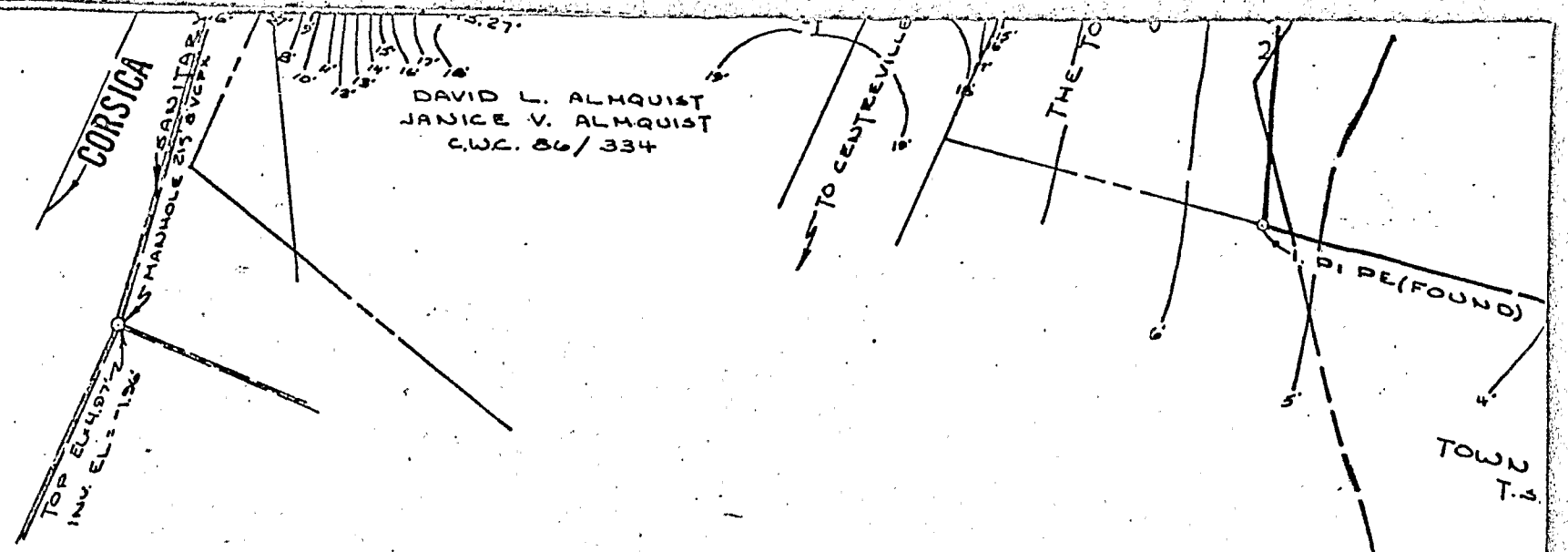


CORSICA
EAST




SEE NOTE 2.
SPIKE IN BULKHEAD
N 56° 18' 10" W 183.13'
THE COUNTY COMMISSIONERS OF QUEEN ANNES COUNTY
POLE
COMB. SERVICE POLE
PARCEL 1-A
2175.18 SQ.FT.
TO BE CONVEYED TO COUNTY COMMISSIONERS
CHD. S 56° 27' 05" W 68.39'
S 55° 45' 05" W 18.54'
S 55° 39' 05" E 61.55
N 15° 06' 50" E 42.24'
S 56° 08' 10" E 58.79'
SPIKE
1.200
115.52'
N 58° 21' E
8" V.C.P.
30.07'
S 57° 23' 10" E
224'
FENCE
MASONRY BUILDING
PARCEL 1-B
27,141 SQ.FT.±
FRAME WAREHOUSE
DESPIRE HYDRANT TOPEL 17.31'
S 10° 11' 41" E
S 36° 55' 54" E
CHD. N 56° 38' 44" E 59.38'
WATS
ST.
MANHOLE
EL. 3.87'
N 24° 02' 20" E 159.26'
SEWER LINE
S 65° 00' 22" W
N 74° 37' W
CONC. MON. (FOUND)
N 76° 26' 03" W 139.08'
RETAINING WALL
NW COR. GRANITE
S 24° 42' W
95.89'
COMMISSIONERS OF 1.200
CENTREVILLE
J.C. 143/330
N 08° 48' W 26.04'
S 04° 24' E
1.PIPE(FOUND)
151.41'
APPROXIMATE LOCATION
COUNTY COMMISSIONERS
QUEEN ANNES COUNTY
T.G.P. 63/314


BRANCH RIVER
TOP OF BANK
S 03° 59' 24" E
273.49'
ROAD
S 63° 00' 52" E 345.50'
S 63° 00' 52" E 345.50'
PARCEL NO. 2
2.702 ACRES±
EDGE OF MARSH
THE TOTAL OF ESTIMATED AREA
N 64° 43' 42" E
S 64° 43' 42" E



1. NOTE: ELEVATIONS ARE BASED ON U.S.C. & G.S. BENCH MARK NO.4. EL.=8.117'

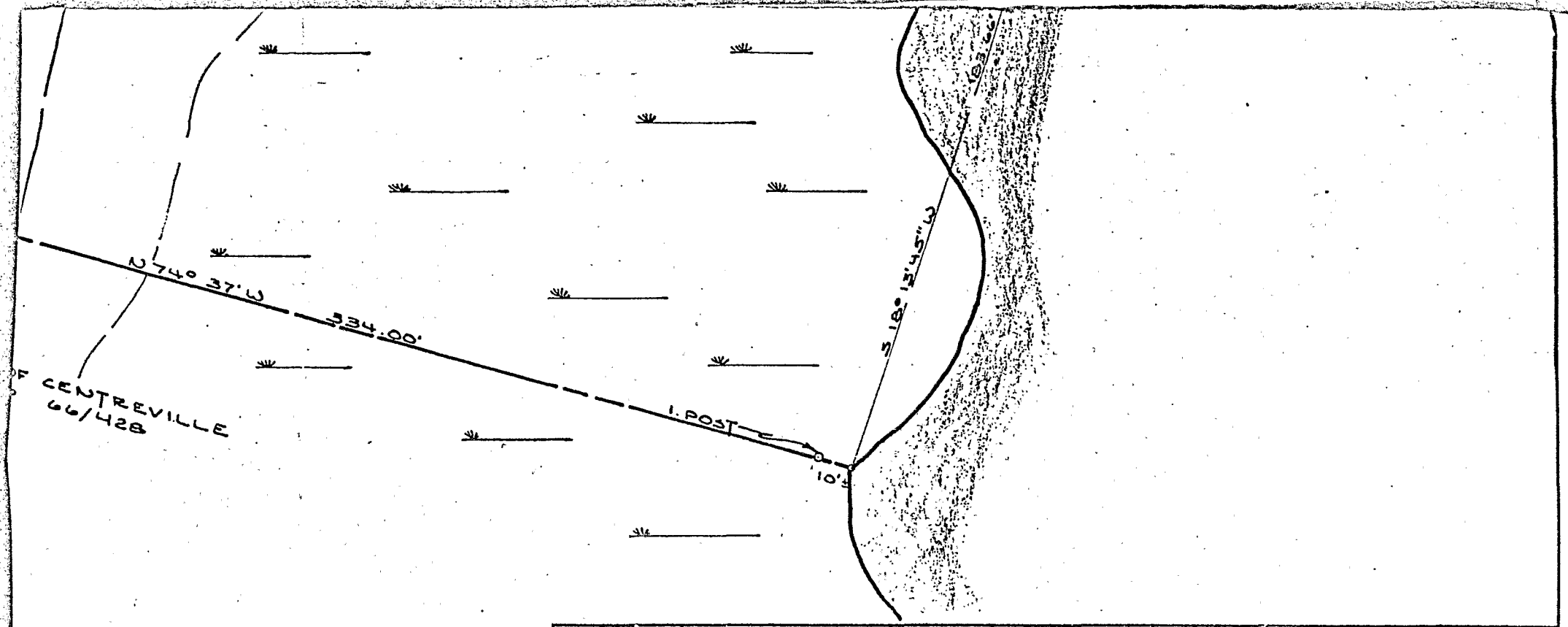
2. NOTE: VERTICAL LOCATION OF SEWER LINE AND HORIZONTAL & VERTICAL LOCATION OF TERMINAL MANHOLE TAKEN FROM TOWN SEWER PLANS. TOP MANHOLE AND INVERT ELEVATION SHOWN ESTABLISHED BY FIELD SURVEY

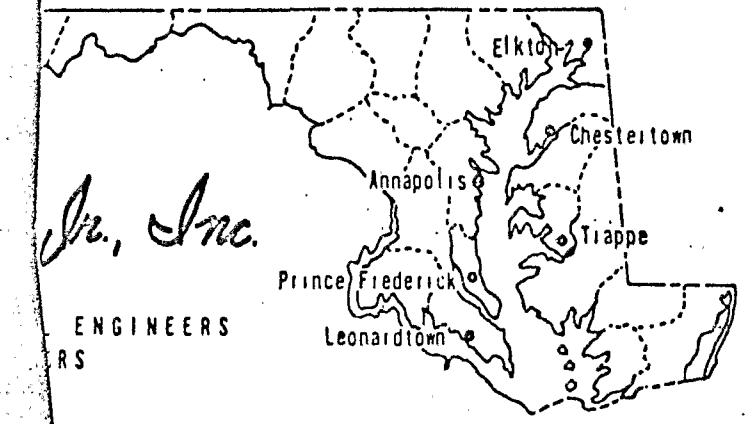
DATE	REVISION
8-30-79	To Show Parcel 1-A C.F.

J. R. McCrone,

REGISTERED PROFESSION
AND LAND SURVE

LIBER 11 PAGE 659





Jr., Inc.

ENGINEERS

RS

Scale 1" = 40'	PLAT SHOWING THE LAND OF	Sheet No 1 OF 1
Drawn By T. D. LANE		Seal
Approved By D. C. KIRBY, JR	AGRICO CHEMICAL COMPANY	
Date APRIL 1979		
Job No T-4382		
Folder Ref KUDNER		
File No	IN AND NEAR THE TOWN OF CENTREVILLE QUEEN ANNE'S COUNTY, MARYLAND	

Keating depo & G
10-18-79
BW

G 00000

A G R E E M E N T

THIS AGREEMENT, made and entered into as of the 19TH day of March, 1979, by and between AGRICO CHEMICAL COMPANY, a Delaware corporation ("Seller"), and MAREEN D. WATERMAN, of Queen Anne's County, Maryland, an individual ("Buyer").

W I T N E S S E T H:

WHEREAS, Seller and Buyer desire to provide for the purchase and sale of property described below in this Agreement.

NOW, THEREFORE, Seller and Buyer, in consideration of the mutual covenants and provisions set forth herein, do hereby agree as follows:

1. Property. Seller hereby agrees to sell and cause to be conveyed to Buyer and Buyer hereby agrees to purchase and receive the real estate situated in the County of Queen Ann's State of Maryland, as described in Exhibit "A", together with all buildings and improvements located thereon.

2. Purchase Price. The total purchase price to be paid by Buyer to Seller for the purchase and sale of the properties subject to this Agreement is $165,000, which sum is payable as follows:

(a) Sixteen Thousand Five Hundred and No/100 Dollars ($16,500.00) upon the execution and delivery of this Agreement, receipt whereof by check amount subject to collection is hereby acknowledged;

(b) One Hundred Forty Eight Thousand Five Hundred and No/100 Dollars ($148,500.00) in cash or by certified check drawn by Buyer to the order of Seller on the delivery of Deed as hereinafter provided.

3. Evidence of Title. Seller at its option shall, within twenty (20) days from the date hereof, deliver to

Buyer either an abstract of title to the real estate described in Exhibit "A" prepared and certified to a current date or a preliminary title insurance binder in the customary form issued by a land title insurance company licensed to do business in the state where the property is located and covering the real estate described in Exhibit "A" showing marketable title to said real estate held by Seller free and clear of all liens, charges and encumbrances whatsoever but subject to easements and rights-of-way of record. Buyer shall have twenty (20) days after receipt of either of the above in which to examine such evidence of title and to furnish Seller notice of any objections thereto. Failure to furnish or to specify such objections within the time provided shall constitute a waiver of same. In the event Seller is unable to deliver title to the real estate as required by this Agreement or in the event the title intended to be conveyed is not insurable, the Buyer may at its option elect to either waive the defect and proceed with the closing or terminate this Agreement. In the event of such termination as provided in this paragraph, each party shall return all property and files received from the other party and each shall thereupon be absolutely released from the provisions of this Agreement and the down payment described in subparagraph (a) of Paragraph 2 hereof shall be returned to Buyer and the Seller shall be released from all liability for any damages by reason of any such termination.

4. Transfer. Upon acceptance of title by Buyer, and at the closing, Seller shall deliver to Buyer a properly executed deed in the form shown in Exhibit "B" with documentary stamps affixed conveying the real estate described in Exhibit "A". The real estate is being sold subject to easements, restrictions, zoning and other conditions of

record in the county where the real estate is located and subject to any state of facts which an accurate survey might disclose. The real estate improvements are being sold "as is" "where is" without warranty express or implied except as to title. Possession and risk of loss shall transfer to the Buyer upon transfer of the deed unless an earlier possession is mutually agreed in writing.

5. Closing. The day and place of Closing shall be mutually agreed to take place not more than thirty (30) days from the date hereof unless there are valid unwaived title defects in which event the Closing shall take place upon satisfaction of the defects, at an exact time and place to be mutually agreed, provided, however, the day of closing shall not be sooner than the date Buyer accepts title to the real estate described on Exhibit "A" or the date on which Buyer is deemed to have accepted title thereto.

6. Taxes. All taxes and assessments, levied or assessed against the property subject to this Agreement for the tax or calendar year of this Agreement shall be equitably prorated between Seller and Buyer at and as of the Closing.

7. Default. If, after Seller shall have performed all of its obligations hereunder the Buyer shall fail or refuse to comply with the terms hereof within five (5) days after receipt of written demand of same by Seller, the earnest money deposit shall become the property of Seller as and for liquidated damages for Buyer's default. It is agreed that the Seller's actual damages would be difficult, if not impossible to ascertain. In such event, the Buyer shall forthwith return all property and files received by Buyer from Seller and this Agreement shall thereupon be of no further force or effect.

8. Miscellaneous:

(a) This Agreement shall not be amended except by an agreement in writing signed by both parties.

(b) All Exhibits referred to herein are deemed to be an integral part hereof.

(c) This Agreement is binding upon the heirs, representatives, successors or assigns of the parties. ~~and may not be assigned in the absence of written consent.~~ Buyer may assign his rights under this Agreement.

(d) Each party shall pay any brokers, finders or other fees of any person or group claiming through it and indemnify and hold the other party absolutely harmless therefrom.

(e) Cost of all documentary stamps, required by law, recordation tax and transfer tax, where required by law, shall be paid by Buyer.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

AGRICO CHEMICAL COMPANY

ATTEST: [signature]

By [signature] SRC
"Seller"

MAREEN D. WATERMAN

WITNESS: [signature]

By [signature]
"Buyer"

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, a Notary Public in and for said county and state on this 19TH day of March, 1979, personally appeared E.V. Friedrich to me known to be the identical person who subscribed the name of Agrico Chemical Company to the foregoing instrument as its Exec. V.P./Secy., and acknowledged to me that he executed the same as his free and volun-

tary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Jean D. Pegg
Notary Public

My commission expires:

7/21/80

STATE OF MARYLAND)
) ss.
COUNTY OF QUEEN ANNES)

Before me, a Notary Public in and for said county and state on this 13 day of [illegible], 19[illegible], personally appeared Mareen D. Waterman to me known to be the identical person who executed the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

[illegible]
Notary Public

My commission expires:

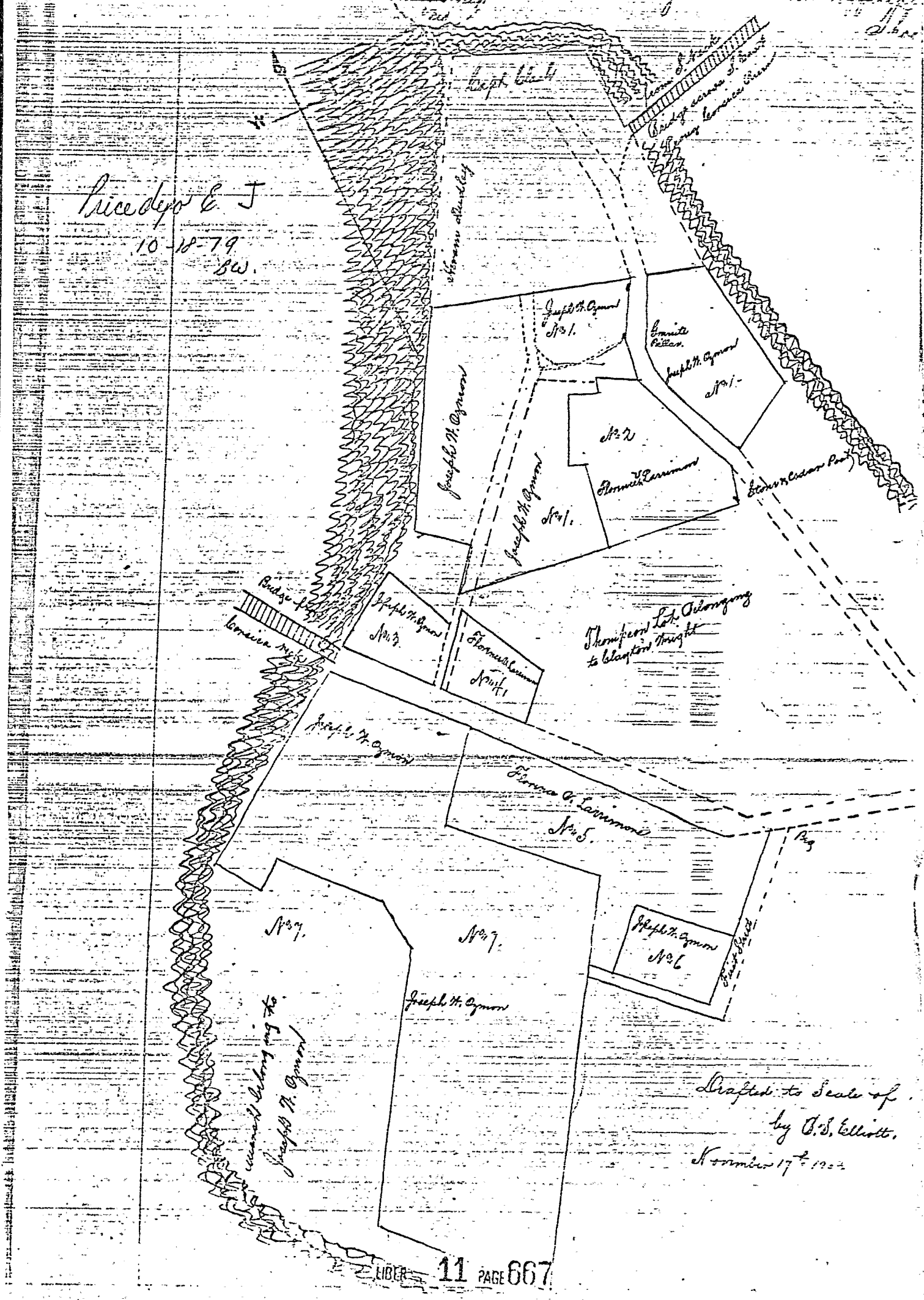
July 1 1982

EXHIBIT "A"

That the real estate together with buildings and improvements thereon intended to be sold under this contract may be more generally described as all that property contained in a special warranty deed dated December 30, 1977, from Kerr-McGee Chemical Corporation to Agrico Chemical Company which is recorded among the Land Records of Queen Anne's County in Liber CWC No. 130, Folio 632, save and except therefrom all the property described in a deed dated July 11, 1978, from Agrico Chemical Company to The Town Commissioners of Centreville which is recorded among the land records aforesaid in Liber CWC No. 143, Folio 330.

[illegible] before the subscriber
the State of Maryland, in and for the City of Baltimore
appeared Florence O. Larrimore and Hedford W. Larrimore
grantors named and acknowledged the aforegoing
respective deeds, [illegible]

Witness my hand and notarial seal
[illegible]



Price deps E J
10-18-79
BW.

Drafted to Scale of
by O. S. Elliott.
November 17th 1902

LIBER 11 PAGE 667

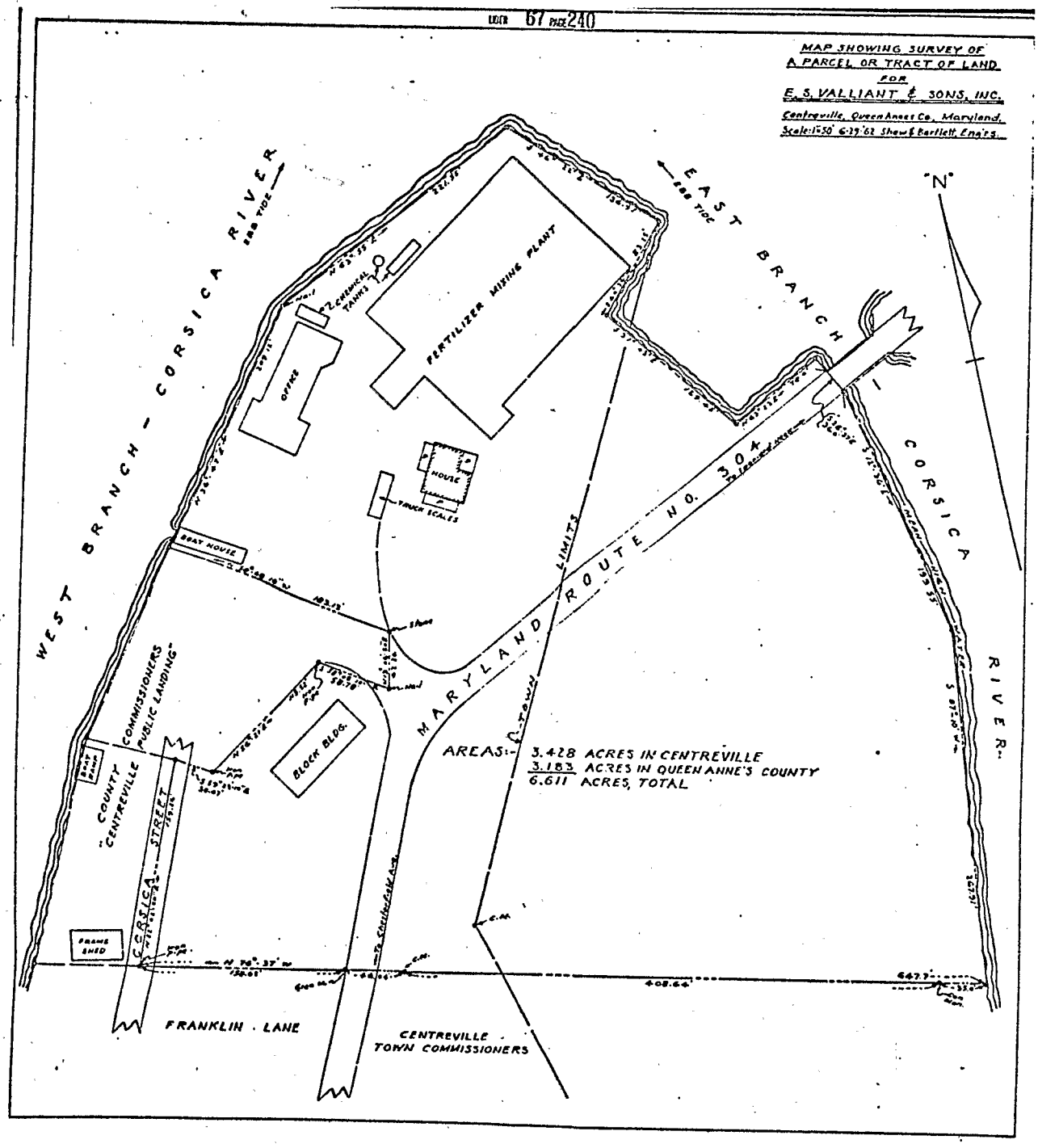
LIBER 11 PAGE 668

Price deps E I

10-18-79

BW

LIBER 67 PAGE 240



Price depo E A
10-18-79
BW.

COMPLAINANT'S

EXHIBIT "A"

LIBER 11 PAGE 670

DOCUMENT NO. 92,792

LIBER 133 PAGE 632

STATE: Maryland
COUNTY: Queen Anne's
CITY: Centreville
AGR NO: 118

SPECIAL WARRANTY DEED

Special warranty deed, made this 30th day of Dec., in the year 1977, by KERR-McGEE CHEMICAL CORPORATION, a Delaware corporation, of Kerr-McGee Center, City of Oklahoma City, County of Oklahoma, State of Oklahoma, Grantor, witnesseth, that in consideration of $94,646, grantor, does grant unto AGRICO CHEMICAL COMPANY, a Delaware corporation, One Williams Center, City of Tulsa, County of Tulsa, State of Oklahoma, Grantee, all that property situated in the County of Queen Anne's, State of Maryland, and described as follows:

ALL those three (3) lots or parcels of ground now joined and described as one tract of land, situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, on both sides of a public road leading from Chesterfield Avenue in the Town of Centreville to Spaniard's Neck, part of said tract lying within the corporate limits of the Town of Centreville and the remainder in Queen Anne's County, being more particularly described by metes and bounds, courses and distances, according to a survey by Shew & Bartlett, Engineers, dated June 29, 1962, and entitled "A Parcel of Land for E. S. Valliant & Sons, Inc.," a plat of which is to be recorded immediately following this deed, to wit:

BEGINNING at a stone and being the Northeast corner of land of the County Commissioners, known as the "Centreville Public Landing", thence running by and with the North line of said land of the County Commissioners North fifty eight degrees, eight minutes and ten seconds West (N 58-08-10 W), one hundred eighty three and thirteen one-hundredths (183.13) feet to a point in the mean high water line of the West Branch of the Corsica River; thence down, by and with the mean high water line of the said West Branch of the Corsica River, the following two courses and distances: (1) North thirty six degrees and forty seven minutes East (N 36-47 E), two hundred nine and twelve one-hundredths (209.12) feet to a nail; (2) North sixty three degrees and fifty five minutes East (N 63-55 E), two hundred twenty one and fifty five one-hundredths (221.55) feet to the corner of the bulkhead at the intersection of the West branch of the Corsica River with the East branch of the Corsica River; thence running up, by and with the mean high water line of the said East branch of the Corsica River the following seven courses and distances: (1) South forty six degrees and twenty two minutes East (S 46-22 E), one hundred thirty six and ninety seven one-hundredths (136.97) feet; (2) South forty degrees and thirty six minutes West (S 40-36 W), eighty three and twenty five one-hundredths (83.25) feet; South thirty seven degrees and forty three minutes East (S 37-43 E), one hundred twenty nine and forty five one-hundredths (129.45) feet; (4) North sixty three degrees and twenty three minutes East (N 63-23 E),, seventy eight (78.0) feet; (5) thence by and with the South abutment of "Long Bridge", which carries the county public road across the East Branch of the Corsica River, South twenty six degrees and thirty seven minutes East (S 26-37 E), thirty six (36.0) feet; (6) South twelve degrees and thirty six minutes East (S 12-36 E), one hundred ninety nine and fifty five one-hundredths (199.55) feet; (7) South seven degrees and ten minutes West (S 07-10 W), two hundred sixty seven and ninety one one-hundredths (267.91) feet to a point, said point being South seventy six degrees and thirty seven minutes East (S 76-37 E) of, and thirty five (35.0) feet from a concrete monument; thence leaving the mean high water line of the said East

RECEIVED
CLERK CIRCUIT COURT
1978 APR 18 AM 10: 22
QUEEN ANNE'S COUNTY

APR 18-78 * 23212 ****797 73
APR 18-78 A 23212 ****473 23
APR 18-78 A 23211 ****317 50
APR 18-78 A 23210 ****11 00

Carol C. Mayhew
4100 Kerr-McGee Center
Oklahoma City, Oklahoma 73126

5-29-78 Original Mailed to Grantee

branch of the Corsica River and running by and with the North line of land of The Centreville Town Commissioners and land of Franklin Lane, through and over the aforesaid concrete monument, North seventy six degrees and thirty seven minutes West (N 76-37 W), four hundred forty three and sixty four one-hundredths (443.64) feet to a concrete monument at the foot of the bank just East of the public road thence by the same bearing and crossing the said public road, forty six and four one-hundredths (46.04) feet to a large granite monument; thence still by the same bearing one hundred fifty eight and two one-hundredths (158.02) feet to an iron pipe in the middle of Corsica Street, making a total distance of this line from the mean high water line of East branch of the Corsica River to the said iron pipe in the middle of Corsica Street, six hundred forty seven and seven-tenths (647.7) feet; said pipe being the Southeast corner of land of the County Commissioners known as the "Centreville Public Landing"; thence running by and with said land the following five courses and distances: (1) North twenty two degrees and two minutes, twenty seconds East (22-02-20 E), one hundred fifty nine and twenty six one-hundredths (159.26) feet; (2) South fifty nine degrees twenty three minutes and ten seconds East (S 59-23-10 E), thirty and seven one-hundredths (30.07) feet to an iron pipe; (3) North fifty six degrees and twenty one minutes East (N 56-21 E), one hundred fifteen and fifty two one-hundredths (115.52) feet to an iron pipe; (4) South fifty eight degrees eight minutes and ten seconds East (S 58-08-10 E), fifty eight and seventy eight one-hundredths (58-78) feet to a nail in a macadam driveway; (5) North thirteen degrees and six minutes and fifty seconds East (N 13-06-50 E), forty two and twenty four one-hundredths (42.24) feet to a stone, the place of beginning —— CONTAINING three and four hundred twenty eight one-thousandths (3.428) acres of land in the Town of Centreville, and three and one hundred eighty three one-thousandths (3.183) acres of land in Queen Anne's County, or a total area of six and six hundred eleven one-thousandths (6.611) acres.

together with all the improvements thereon and the appurtenances thereunto belonging and warrant the title to the same to be free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature made or suffered to be made by Grantor.

This instrument is subject to all instruments of record affecting the property.

Reference Deed: Book 67, Page 236.

Witness its hand and seal.

KERR-McGEE CHEMICAL CORPORATION

By J. R. Kelley, Vice President

ATTEST:

Carter S. Dudley, Assistant Secretary

KERR-McGEE CHEMICAL CORPORATION SEAL 1967 DELAWARE

Witness

County + State

LIBER 11 PAGE 672

Price depo E & B

10-18-79

BW.

COMPLAINANT'S

EXHIBIT "B"

No 48091
Re 60206 RECEIVED FOR RECORD July 11, 1962

THIS DEED, made this 9th day of July, in the year nineteen hundred and sixty-two, by and between Gertrude E. Morgan, single lady, of Queen Anne's County, State of Maryland, party of the first part; and, E. S. Valliant & Son, Inc., a Maryland corporation, of Queen Anne's County, State of Maryland, party of the second part.

WITNESSETH, that for and in consideration of the sum of One ($1.00) Dollar and other valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said party of the second part, its successors and assigns, in fee simple, the following described real estate, to wit:

ALL those three (3) lots or parcels of ground now joined and described as one tract of land, situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, on both sides of a public road leading from Chesterfield Avenue in the Town of Centreville to Spaniard's Neck, part of said tract lying within the corporate limits of the Town of Centreville and the remainder in Queen Anne's County, being more particularly described by metes and bounds, courses and distances, according to a survey by Shew & Bartlett, Engineers, dated June 29, 1962, and entitled "A Parcel of Land for E. S. Valliant & Sons, Inc.," a plat of which is to be recorded immediately following this deed, to wit:

BEGINNING at a stone and being the Northeast corner of land of the County Commissioners, known as the "Centreville Public Landing", thence running by and with the North line of said land of the County Commissioners North fifty eight degrees, eight minutes and ten seconds West (N 58-08-10 W), one hundred eighty three and thirteen one-hundredths (183.13) feet to a point in the mean high water line of the West Branch of the Corsica River; thence down, by and with the mean high water line of the said

Original mailed to Grantee Centreville, Md. 7/16/62

ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
TELEPHONE 343

West Branch of the Corsica River, the following two courses and distances: (1) North thirty six degrees and forty seven minutes East (N 36-47 E), two hundred nine and twelve one-hundredths (209.12) feet to a nail; (2) North sixty three degrees and fifty five minutes East (N 63-55 E), two hundred twenty one and fifty five one-hundredths (221.55) feet to the corner of the bulkhead at the intersection of the West branch of the Corsica River with the East branch of the Corsica River; thence running up, by and with the mean high water line of the said East branch of the Corsica River the following seven courses and distances: (1) South forty six degrees and twenty two minutes East (S 46-22 E), one hundred thirty six and ninety seven one-hundredths (136.97) feet; (2) South forty degrees and thirty six minutes West (S 40-36 W), eighty three and twenty five one-hundredths (83.25) feet; South thirty seven degrees and forty three minutes East (S 37-43 E), one hundred twenty nine and forty five one-hundredths (129.45) feet; (4) North sixty three degrees and twenty three minutes East (N 63-23 E), seventy eight (78.0) feet; (5) thence by and with the South abutment of "Long Bridge", which carries the county public road across the East branch of the Corsica River, South twenty six degrees and thirty seven minutes East (S 26-37 E), thirty six (36.0) feet; (6) South twelve degrees and thirty six minutes East (S 12-36 E), one hundred ninety nine and fifty five one-hundredths (199.55) feet; (7) South seven degrees and ten minutes West (S 07-10 W), two hundred sixty seven and ninety one one-hundredths (267.91) feet to a point, said point being South seventy six degrees and thirty seven minutes East (S 76-37 E) of, and thirty five (35.0) feet from a concrete monument; thence leaving the mean high water line of the said East branch of the Corsica River and running by and with the North line of land of The Centreville Town Commissioners and land of Franklin Lane, through and over the aforesaid concrete monument, North seventy six degrees and thirty seven minutes West (N 76-37 W), four hundred forty three and sixty four one-hundredths (443.64) feet to a concrete monument at the foot of the bank just East of the public road thence by the same bearing and crossing the said public road, forty six and four one-hundredths (46.04) feet to a large granite monument; thence still by the same bearing one hundred fifty eight and two one-hundredths (158.02) feet to an iron pipe in the middle of Corsica Street, making a total distance of

ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
TELEPHONE 343

this line from the mean high water line of East branch of the Corsica River to the said iron pipe in the middle of Corsica Street, six hundred forty seven and seven-tenths (647.7) feet; said pipe being the Southeast corner of land of the County Commissioners known as the "Centreville Public Landing"; thence running by and with said land the following five courses and distances: (1) North twenty two degrees and two minutes, twenty seconds East (22-02-20 E), one hundred fifty nine and twenty six one-hundredths (159.26) feet; (2) South fifty nine degrees twenty three minutes and ten seconds East (S 59-23-10 E), thirty and seven one-hundredths (30.07) feet to an iron pipe; (3) North fifty six degrees and twenty one minutes East (N 56-21 E), one hundred fifteen and fifty two one-hundredths (115.52) feet to an iron pipe; (4) South fifty eight degrees eight minutes and ten seconds East (S 58-08-10 E), fifty eight and seventy eight one-hundredths (58-78) feet to a nail in a macadam driveway; (5) North thirteen degrees and six minutes and fifty seconds East (N 13-06-50 E), forty two and twenty four one-hundredths (42.24) feet to a stone, the place of beginning ---- CONTAINING three and four hundred twenty eight one-thousandths (3.428) acres of land in the Town of Centreville, and three and one hundred eighty three one-thousandths (3.183) acres of land in Queen Anne's County, or a total area of six and six hundred eleven one-thousandths (6.611) acres.

BEING the same parcels of land granted and conveyed unto Gertrude E. Morgan by E. S. Valliant & Son, Inc., by deed of even date herewith and recorded, or intended to be recorded, immediately prior hereto.

Not Po

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

TO HAVE AND TO HOLD the said lot or parcel of land and premises, unto and to the use of the said party of the second part, its successors and assigns, in fee simple, forever.

AND the said party of the first part 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 execute such further assurances of said land as may be requisite.

ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
TELEPHONE 343

LIBER 11 PAGE 676

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BW.

COMPLAINANT'S

EXHIBIT "C"

No. 48090
Rebate 26 RECEIVED FOR RECORD July 11, 1962

THIS DEED, made this 9th day of July, in the year nineteen hundrod and sixty-two, by and between E. S. Valliant & Son, Inc., a Maryland corporation, of Queen Anne's County, State of Maryland, party of the first part; and, Gertrude E. Morgan, single, of Queen Anno's County, Stato of Maryland, party of the second part.

WITNESSETH, that for and in consideration of the sum of One ($1.00) Dollar and other valuable considerations, the re-

ceipt of which is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said party of the second part, her heirs and assigns, in fee simple, the following described real estate, to wit:

ALL those three (3) lots or parcels of land situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, and more particularly described as follows:

LOT NO. 1 - ALL that lot or parcel of land called or known as "The C. H. Clash Wharf Property" formerly called or part of the lot called "Dockery's Wharf" or "Dockery's Lot", situate, lying and being at Centreville Landing in the Third Election District of Queen Anne's County, State of Maryland, on both branches of Corsica River, adjoining the lot of land called or known as "The Public Landing" or "The Public Wharf", containing 2 acres, one rood and 5 perches of land, more or less.

LOT NO. 2 - ALL that lot or parcel of land called or known as the "McCabe Wharf Property" situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, at or near Centreville Landing, adjoining the property called "The Public Wharf Property" on one side and upon the other side the property of, or formerly of, Joseph W. Larrimore, and between the western and eastern branches of Corsica River, containing 3 roods and 22 square perches of land, more or less.

SAVING AND EXCEPTING THEREFROM all that part of this lot granted and conveyed unto the County Commissioners of Queen Anne's County by Deed dated November 7, 1961, from E. S. Valliant & Son, Inc. and recorded in Liber T. S. P. No. 63, folio 314, of the Land Records of Queen Anne's County.

LOT NOS. 1 & 2-BEING the same tracts of ground, with the above exception, that were Lots No. 2 and No. 3 in deed from Edwin S. Valliant, et ux to E. S. Valliant & Sons, Inc. dated May 23, 1949, and recorded in Liber N. B. W. No. 3, folio 252 of the Land Records of Queen Anne's County.

LOT NO. 3 - ALL that lot or parcel of land being a part of the Centreville Public Landing in the Third Election District of Queen Anne's County, Maryland, containing 0.238 acres of land, more or less.

BEING the same parcel of land granted and conveyed unto E. S. Valliant & Sons, Inc., by deed dated November 7, 1961, from The County Commissioners of Queen Anne's County, and recorded in Liber T. S. P. No. 63, folio 310, of the Land Records of Queen Anne's County.

ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
TELEPHONE 348

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

TO HAVE AND TO HOLD the said lot or parcel of land and premises unto and to the use of the said party of the second part, her heirs and assigns, in fee simple,

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

WITNESS the hand of T. Rigby Valliant, Vice-President of E. S. Valliant & Son, Inc., a body corporate and its Corporate Seal hereto affixed, both duly attested.

ATTEST: E. S. VALLIANT & SON, INC.

William F. Stoops III
William F. Stoops, 3rd
Sec'y.

BY: T. Rigby Valliant
T. Rigby Valliant, Exec.
Vice-President

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COMPLAINANT'S

EXHIBIT "D"

Exhibit "D"

::
#27,697. QUEEN ANNE'S COUNTY, TO WIT:
Be it remembered that on this Twenty Fourth day of May, in the year nineteen hundred and forty nine, the following Deed was brought to be recorded, to wit:-

One-Thirty Dollar, One-Ten Dollar, One-Five Dollar, One-Three Dollar, One-Fifty Cent, One-Forty Cent and One-Five Cent Int. Rev. Stamps. Endorsed JCS 5/24/49.

Eight-Five Dollar Fifty Cent, Two-Two Dollar Twenty Cent and One-Fifty Five Cent Recordation Tax Stamps. Endorsed JCS 5/24/49.

THIS DEED, made this 23d day of May, in the year nineteen hundred and forty-nine, by Edwin Stephens Valliant and Genevieve H. Valliant, his wife, both of Queen Anne's County, State of Maryland.

WITNESSETH, that for and in consideration of the sum of Five Dollars, ($5.00), to them paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Edwin Stephens Valliant and Genevieve H. Valliant, his wife, do hereby grant and convey unto E. S. Valliant & Son, Inc., a body corporate of the State of Maryland, having its principal office in Centreville, Maryland, its successors and assigns, in fee simple, all of the right, title, interest and estate, at law and in equity, of the said Edwin Stephens Valliant and Genevieve H. Valliant, his wife, in and to those five lots or parcels of land situate, lying and being in Queen Anne's County, State of Maryland, which are more particularly described as follows:

LOT NO. 1: All that lot or parcel of land situate, lying and being in the town of Centreville in Queen Anne's County aforesaid, on both Liberty Street and the street called "Lawyers" Row, and in the junction formed by the union of said streets, and bounded on one side by said Lawyers' Row, on another side by Liberty Street aforesaid, on another side by a line drawn from outside curbing of Lawyers' Row towards Water Street of said town parallel with and three feet six inches from eastern base or wall of said frame building to extend to intersect the line next mentioned, and on its remaining side

by a line in the rear of said office drawn to run from outside curbing of Liberty Street parallel with and eighteen feet distant from the rear base or wall of said frame building to intersect the easterly boundary thereof, that is to say: to intersect the line next above mentioned; being the land and property granted and conveyed unto the said Edwin H. Brown, junior, by Hope H. Barroll and Philemon B. Hopper, trustees, by deed dated July 11, 1902, and recorded in Liber J. E. G. No. 3, fols, 405 &., a land record book of said county.

THE land above described and hereby intended to be conveyed as Lot No. 1 being the same lands and all thereof that were conveyed unto the said Edwin Stephens Valliant by Edwin H. Brown, Jr. and Mary Y. Brown, his wife, by deed dated December 3, 1921, and recorded among the Land Records of said Queen Anne's County in Liber J.F.R. No. 8, at folio 63.

LOT NO. 2: All that lot or parcel of land called or known "The C. H. Clash Wharf Property", formerly called or part of the lot called "Dockery's Wharf" or "Dockery's Lot", situate, lying and being at Centreville Landing in the Third Election District of Queen Anne's County, State of Maryland, on both branches of Corsica River, adjoining the lot of land called or known as "The Public Landing" or "The Public Wharf", and contained within the following metes and bounds, courses and distances, to wit:

BEGINNING for the same at a stone planted in the middle of the public road leading into said property from the town of Centreville (also a boundary for the aforesaid "Public Landing") and running thence north fifty nine degrees and one half of a degree west, ten and one third perches to the southern fork of Corsica River; thence along the edge of said river and the wharf north thirty two degrees and one half of a degrees east, twelve and one eighth perches; thence north seventy one degrees east, seven and two thirds perches; thence north sixty one degrees and one half of a degree east, eight perches to the north branch of Corsica River aforesaid; thence along the edge of said river and the wharf south forty four degrees and one half of a degree east, eight and one fourth perches; thence south thirty six degrees and one half of a degree west, seven perches; thence south thirty two degrees west, thirteen and one fourth perches to the edge of what is known as "The Long Bridge" or the bridge across said river to road leading into Spaniard's Neck; thence with said bridge south sixty five degrees and one half of a degree west, three and one eighth perches; thence south twenty one degrees west, eight and two thirds perches; thence north fifty nine degrees and one half of a degree west, three perches to a stone in the middle of the aforesaid public road; thence north fourteen degrees east, nine and one tenth perches to the place of beginning; containing two acres, one rood and five perches of land, more or less.

THE land above described and hereby intended to be conveyed as Lot No. 2 being the same lands and all thereof that were conveyed unto the said Edwin Stephens Valliant by Mary T. Valliant, widow, et al. as Lot No. 10 in a deed dated January 7, 1922, and recorded among the aforesaid Land Records in Liber J. F. R. No. 8, at folio 297.

LOT NO. 3: All that lot or parcel of land called or known or formerly known as "The McCabe Wharf Property" situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, at or near Centreville Landing, adjoining the property called "The Public Wharf Property" on one side and upon the other side the property of Florence V. Larrimore formerly that of Joseph W. Larrimore upon the other, and between the western and eastern branches of Corsica River, and more particularly described as follows, to wit:

BEGINNING for the same at an iron peg on the west branch of said river on the division line between the property hereby conveyed and the said "Public Landing

[illegible] along said [illegible] property south sixty degrees fifteen [illegible] hundred ninety feet six inches to east branch of said river; thence with the eastern branch of said river south fourteen degrees thirty minutes west, ninety five feet; thence with the division line between the property hereby conveyed and that of the said Florence V. Larrimore north seventy five degrees west, three hundred and twenty feet to the west branch of Corsica River; thence with the said west branch of said river north twenty eight degrees east, one hundred seventy one feet to the place of beginning, containing three roods and twenty two square perches of land, more or less.

THE lands above described and hereby intended to be conveyed as Lot No. 3 of this deed being the same lands and all thereof which were conveyed unto the said Edwin Stephens Valliant by Mary T. Valliant, widow, et al. as Lot No. 9 in the aforesaid deed dated January 7, 1922, and recorded as aforesaid among the Land Records of Queen Anne's County in Liber J. F. R. No. 8, at folio 297.

LOT NO. 4: All that lot or parcel of land which was conveyed unto the said Edwin Stephens Valliant by Fannie L. Benney, widow, by deed dated August 10, 1942, and recorded among the Land Records of said Queen Anne's County in Liber A.S.G. Jr. No. 6, at folio 374, in which said deed the lands herein sought to be conveyed as Lot No. 4 of this deed are more particularly described as follows:

"All that farm, tract and parts of tracts of land reduced into one tract, called or known as "Shopland", "The Carter Farm" and more recently called or known as "That farm owned by Mowbray H. Benney and Fannie L. Benney, his wife, jointly" situate, lying and being in the Third Election District of Queen Anne's County in the State of Maryland on the left of that public road which branches from the Centreville Church Hill State Road at Brown's Corner to lead to Ashland Station or Hayden Station, adjoining the land once of the devisees of David Hurlock now of Charles C. Stratton, adjoining the land once of Thomas L. Pratt, later of J. H. C. Legg and now of J. H. Eliason Legg and adjoining the farm called "The Clark Farm" which is now and has been owned by said Fannie L. Benney in her own right since she acquired title thereto.

"BEING the same land granted and conveyed by Lonnie Rhodes-Executrix of the last Will & Testament of Josiah Rhodes, by deed dated June 26th, 1940 and recorded in Liber A. S. G. Jr. No. 3, a land record book of Queen Anne's County aforesaid at folio 62 unto said Fannie L. Benney and her husband, Mowbray W. Benney as tenants by the entireties and which became the sole property of the said Fannie L. Benney alone on the day of the death of said Mowbray W. Benney, her husband, which occurred on the 10th day of December, 1941."

LOT NO. 5: All of the undivided one-half interest in fee simple of the said Edwin Stephens Valliant in and to the lands which were conveyed unto the said Edwin Stephens Valliant and James W. Crowl, as tenants in common, by William R. Horney et al., Trustees, by deed dated October 29, 1941, recorded among the Land Records of said Queen Anne's County in Liber A.S.G. Jr. No. 5, at folio 212, wherein the lands in which the said Edwin Stephens Valliant and Genevieve Hall Valliant, his wife, are here seeking to convey the undivided one-half interest and estate of the said Edwin Stephens Valliant as Lot No. 5 of this deed are more particularly described as follows:

"ALL that farm or tract of land called or known as "The Knotts Farm of General William McKenney Estate" situate, lying and being in the Third Election District of Queen Anne's County in the State of Maryland on the north side of the Public Road which branches from the Centreville-Easton State Road at the Samuel Simpson Farm to lead to Starr and also on both sides of the public road from the Rolling Bridge (a point adjacent to the

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COMPLAINANT'S

EXHIBIT "E"

No. 6
RECEIVED FOR RECORD Nov. 8 1961

THIS DEED made this 7th day of November, 1961, by and between The County Commissioners of Queen Anne's County, a municipal corporation created by the Laws of the State of Maryland for the government of Queen Anne's County aforesaid, party of the first part, hereinafter called "Grantor", and E. S. Valliant & Sons, Inc. party of the second part, hereinafter called "Grantee".

WHEREAS the said The County Commissioners of Queen Anne's County is the owner of the hereinafter described property; and

WHEREAS the said property herein more fully described is no longer needed for public use; and

WHEREAS the said The County Commissioners of Queen Anne's County has fully complied with the provisions of Article 18 of the Code of Public Local Laws of Maryland, 1930 Edition, as amended by Chapter 275 of the Public General Laws of Maryland, 1957, pertaining to the sale of public property; and

WHEREAS the said The County Commissioners of Queen Anne's County did sell the herein described property unto the said E. S. Valliant & Sons, Inc. at private sale in consideration of the said E. S. Valliant & Sons, Inc. conveying a certain parcel of land having 165 feet of waterfront on the Corsica River, by deed of even date herewith, as will appear from a Resolution duly passed at a regular meeting of the said The County Commissioners of Queen Anne's County held on the 17th day of October, 1961, with a quorum of its officers and members present.

NOW, THEREFORE, THIS DEED WITNESSETH, that for and in consideration of the premises and the sum of One Dollar and other good and valuable considerations, the receipt whereof being acknowledged, The County Commissioners of Queen Anne's County, does hereby grant and convey unto E. S. Valliant and Sons, Inc., its successors and assigns, in fee simple, the following described property, according to a survey made by G. R. McCrone, Jr., Inc., Registered Professional Engineers and Surveyors, on July 28, 1961, to wit:

ALL that lot, part of a lot, or parcel of land being a part of the Centreville Public Landing, in the Third Election District, Queen Anne's County, Maryland, and more particularly described as follows, to wit:

BEGINNING for the same at a point in the centerline of the Centreville to Spaniard's Neck Road. Said point being the Southeast corner of the Centreville Landing as shown on the Roads Book No. 2 on a Plat dated September 19, 1887, of which the herein described is a part, and on the line of the Valliant Lands. And running, thence, by and with other lands of Valliant, North 59 degrees 23 minutes 10 seconds West 141.33 feet to a point and a new division line between the herein described lands and other lands of Centreville Landing; thence, by and with said new division line, North 56 degrees 21 minutes East 115.52 feet to a point and South 58 degrees 08 minutes 10 seconds East 58.78 feet to the centerline of the aforementioned Centreville to Spaniard's Neck Road Extended; thence, by and with said Road extended, South 13 degrees 06 minutes 50 seconds West 107.76 feet to the place of beginning. Containing in all 0.238 acres of land, more or less.

Subject to a right-of-way running parallel with the last course above described.

BEING a portion of the Centreville Public Landing as shown on the Roads Book No. 2 on a Plat dated September 19, 1887, which was obtained by the County Commissioners of Queen Anne's County by condemnation in November, 1887.

A Plat of the aforegoing Parcel of Land prepared by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Surveyors, dated July, 1961, is recorded or intended to be recorded immediately following these presents.

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

TO HAVE AND TO HOLD the land and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said E. S. Valliant and Sons, Inc. its successors and assigns, in fee simple, forever.

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

AS WITNESS the signature of said body corporate and politic, by its President, S. Grayson Chance, and its corporate seal hereto affixed, both duly attested.

WITNESS:

Helen E. Pardee

THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY

BY: S. Grayson Chance
S. Grayson Chance, President

ATTEST:

Frances C. Legg
Frances C. Legg
Clerk

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

AGRICO CHEMICAL CORPORATION, a body corporate	*	IN THE
Complainant	*	CIRCUIT COURT
vs.	*	FOR
KERR-MC GEE CHEMICAL CORPORATION, et al	*	QUEEN ANNE'S COUNTY MARYLAND
Respondents	*	IN EQUITY
	*	Chancery No. 6447

* * * * *

Pursuant to Notice, the deposition of ROBERT R. PRICE, JR. was taken Thursday, October 18, 1979, commencing at 10:45 o'clock A.M. at the law offices of Robert Price, Lawyers Row, Centreville, Maryland, before Betty Lou Walls, a Notary Public.

APPEARANCES:

Robert C. Thompson, Esquire
on behalf of the Complainant

Robert R. Price, Jr., Esquire
on behalf of Respondent County Commissioners of Queen Anne's County

Mr. David L. Almquist, Respondent, Pro Se

Thomas J. Keating, IV, Esquire
on behalf of Purchaser

Reported by:

Betty Lou Walls

INDEX

STIPULATIONS

It is stipulated and agreed by and between counsel for the respective parties that the reading and signing of this deposition by the witness be and the same are hereby waived.

It is also stipulated and agreed that waivers of right to attend the deposition in the subject matter given by Genevieve H. Valliant, Carolyn G. Hill, Attorney for Kerr-McGee Chemical Corporation, and Janice L. Almquist are hereby made a part of the record of the proceedings in this matter.

Whereupon,

ROBERT R. PRICE, JR.

CALLED for examination, having first been duly sworn to tell the truth, the whole truth and nothing but the truth, testified as follows:

EXAMINATION BY MR. THOMPSON:

Q State your name.

A Robert R. Price, Jr.

Q What is your occupation?

A Attorney.

Q How long have you been practicing law?

A Since June of 1952.

Q Have you had experience in the examination of titles and real estate matters?

A Yes; for the past 25 years.

Q So you are well established in that field from the knowledge of your other members of the Bar and the court, I'm sure.

Q Now, Mr. Price, have you had an opportunity to review the Exhibit D and E, Exhibit D being a parcel 2 and 3 conveyed by Edwin Stephens VAlliant and Genevieve A. Valliant to E. S. Valliant and Sons and Exhibit E being the deed showing the land conveyed to E. S. Valliant and Sons to the County Commissioners of Queen Anne's County?

A Yes, I am.

Q These are the basic deeds for the title to the property in question, are they not?

A Yes.

Q I would like to submit then Exhibit D and E.

(Exhibit D and E marked.)

Q I show you Exhibit C which is a Deed from E. S.

Valliant And Sons to Gertrude E. Morgan. Did that deed convey all the basic title of E. S. Valliant, basic record title of E. S. Valliant in the subject lands?

A Yes.

Q Now, I show you Exhibit B which is the deed from Gertrude E. Morgan to E. S. Valliant and Sons. Would you explain that deed for me, please? I believe that is the deed conveying the 6.11 acres from Gertrude Morgan.

A Yes.

Q What was Gertrude Morgan, a straw party?

A Gertrude Morgan was a single lady who was the principal of the school for about 60 years and worked in the office next door when she retired from school teaching to draft young men to go to Viet Nam and various places.

Q But it was a straw deed?

A Yes.

Q What was the purpose of that straw deed?

A The purpose was to put on the land records a description and plat from a survey of Shue and Bartlett dated June 29, 1962 whereby they had done a perimeter survey of all the lands that E. S. Valliant and Sons occupied

and used in their fertilizer business.

(There was an off-the-record discussion.)

Q Do you have a copy of that survey, Mr. Price?

A Yes, I do.

Q Mark this as Exhibit I.

(Exhibit I marked.)

Q Referring to this survey you say the purpose of this survey was to outline all the area occupied by E. S. Valliant and Sons?

A That's correct.

Q Now, to your knowledge how long had they occupied -- this was in 1962 that the deed was drawn. How long had they occupied the property as set forth in Exhibit I, the Schue and Bartlett survey? Was it well before 1962?

A Yes. From my memory, having grown up in Centreville and been involved in the exploration of what is called yellow banks or Mr. Scheu calls it East Branch of the Corsica River, Valliant Fertilizer Plant was situated in the same spot in my early memory, and that would be in the thirties, and nothing on the west side of Maryland Route 304 and on the east side --

MR. KEATING: Off the record.

Q Watson Road is shown on that plat as 304 erroneously; is that right?

A Yes; and on the east side of Watson Road as shown on the plat as Maryland Route 304 was primarily undeveloped land extending from the road down into what I would term a swamp or low-lying area out to what would be the mean high water of the Corsica River.

Q During this period, at least from 1952, and you said at least ten years before that, at least from 1952 in what manner had they occupied that land, especially on the east side leading down to the marsh?

A Well, E. S. Valliant Fertilizer Company had parked various fertilizers spreading equipment and had cleared the land and in a sense made a, I will call it unimproved parking lot where they parked fertilizer equipment.

Q Had there been some accretion to this land from time to time on the east side?

A Yes. Corsica River had slowly filled in and the land had become usable. What once had been swampland slowly became usable from accretion and also from Valliant probably

putting in some fill material.

Q I show you Exhibit F and Exhibit H. Would you carefully review that plat and tell me if that area as set forth is the area which has been, the entire area that has been used openly, nortoriously and adversely by E. S. Valliant and Sons, Inc. at least since 1952?

A Okay.

(There was a pause in the proceedings.)

A Yes, it is.

Q Mark Exhibit C and Exhibit B.

(Exhibits C and B marked.)

Q Mark this one as Exhibit J.

(Exhibit J marked.)

Q Mr. Price, I show you Exhibit A which is the current deed from Kerr-McGee to Agrico Chemical Company for the 6,611 acres. To the best of your knowledge is this the current deed which conveys the property in question to the Complainant?

A To the best of my knowledge it is.

Q Mark this as Exhibit A.

(Exhibit A marked.)

Q I show you Exhibit J. Would you describe Exhibit J?

A Exhibit J is a sketch of a survey done by Mr. B. S. Elliott in November, 1903 of what is customarily called a wharf area of the Town of Centreville and encompasses in part the same land which we previously discussed.

Q You say encompasses in part. Would you comment on that?

A The area or the land which we have discussed would be identified on here as Captain Clash (phonetic) property and shows the same lands with the both west and east branch of the Corsica River.

Q I notice the east portion, which would be on the east side of the road, seems to be much smaller than indicated on your new plats, Exhibits F and H. Would you comment on that?

A Yes. The 1903 plat would indicate that the high ground or usable ground at that time was very small in relation to what now exists on the east side and would normally lead on examining title and reviewing plats to a conclusion that in the intervening 50 plus years the east

branch or prong of the Corsica River as set forth on the plat has slowly receded and accordingly, the land itself has built up and extended out to where the present river now exists.

Q Do you have personal knowledge of this fact that this has occurred?

A Yes.

Q I believe you mentioned before that not only it has occurred naturally but there has been also fill.

A It is my understanding that when the Corsica River was dredged some years ago and the custom in those days was for the Corps of Engineers to allow dredge material to be redeposited in other portions of the river, that this is where most of the fill material came from.

Q So we can then conclude, I suppose, that the current owner, Agrico, through its various predecessors in title, actually -- we will get back to the predecessors in title. E. S. Valliant and Sons actually owned all of that and the addition has really been increased through accretion, natural and manmade?

A Yes. I may add that I represented E. S. Valliant

as a corporation from approximately 1955 until they sold their business. At the same time I represented the adjoining landowners to the south, which would have been the Town of Centreville as town attorney from 1955 up until the 1970's, and in representing those parties I feel very competent to state that there was never any boundary line claim by either party as to the established boundary by Shue and Bartlett or, to my knowledge, in representing Valliant did anybody ever dispute the claim of their possession of the property.

Q Now, in your capacity as the counsel for the Town of, for the County, Queen Anne's County, Queen Anne's County has raised no objections as far as this land is concerned, have they?

A No.

Q I would like to, since you represented E. S. Valliant in the sale of their business, I would like to -- off the record.

(There was an off-the-record discussion.)

Q I would like to read to you from Paragraph 2 of the Bill of Complaint in this case.

"E. S. Valliant and Sons, Inc. merged to become

Kerr-McGee Chemical Corporation by certificate of merger between E. S. Valliant and Sons, Inc. and the Ball Chemical Company, Liber CWC Number 20, folio 162 of the Land Records Book for Queen Anne's County, Maryland, and the certificate of merger with Kerr-McGee Chemical Company, Liber CWC Number 52, folio 359."

Is that correct?

A Yes.

MR. THOMPSON: Mr. Keating, perhaps you might have some questions to ask Mr. Price.

MR. KEATING: No, I don't have any questions.

(Examination concluded at 11:15 A.M.)

* * * * *

STATE OF MARYLAND

ANNE ARUNDEL COUNTY

I, BETTY LOU WALLS, a Notary Public in and for the State of Maryland, County of Anne Arundel, do hereby certify that the within named ROBERT R. PRICE, JR. personally appeared before me at the time and place herein set out, and after having been duly sworn by me according to law was interrogated by counsel.

I further certify that the examination was recorded stenographically by me and then transcribed from my stenographic notes to the within typewritten matter in a true and accurate manner.

I further certify that the stipulations contained herein were entered into by counsel in my presence.

I further certify that I am not of counsel to any of the parties, nor an employee of counsel, nor related to any of the parties, nor in any way interested in the outcome of this action.

AS WITNESS my hand and NOtarial Seal this 18th day of October, 1979 at Centreville, Maryland.

Betty Lou Walls

Betty Lou Walls, Notary

1	AGRICO CHEMICAL CORPORATION, a body corporate	* IN THE
2	Complainant	* CIRCUIT COURT
3	vs.	* FOR
4	KERR-MC GEE CHEMICAL CORPORATION, et al	* QUEEN ANNE'S COUNTY MARYLAND
5	Respondents	* IN EQUITY
6		* Chancery No. 6447

* * * * *

Pursuant to Notice, the deposition of THOMAS J. KEATING, IV, ESQUIRE was taken Thursday, October 18, 1979, commencing at 10:30 o'clock A.M. at the law offices of Robert Price, Lawyers Row, Centreville, Maryland, before Betty Lou Walls, a Notary Public.

APPEARANCES:

Robert C. Thompson, Esquire
on behalf of the Complainant

Robert R. Price, Jr., Esquire
on behalf of Respondent County Commissioners of Queen Anne's County

Mr. David L. Almquist, Respondent, Pro Se

Thomas J. Keating, IV, ESQUIRE
on behalf of Purchaser

Reported by:

Betty Lou Walls

INDEX PAGE

STIPULATIONS

It is stipulated and agreed by and between counsel for the respective parties that the reading and signing of this deposition by the witness be and the same are hereby waived.

It is also stipulated and agreed that waivers of right to attend the deposition in the subject matter given by Genevieve H. Valliant, Carolyn G. Hill, Attorney for Kerr-McGee Chemical Corporation, and Janice L. Almquist are hereby made a part of the record of the proceedings in this matter.

* * * * *

Whereupon,

THOMAS J. KEATING, IV

called for examination, having first been duly sworn to tell the truth, the whole truth and nothing but the truth, testified as follows:

EXAMINATION BY MR. THOMPSON:

Q State your name for the record.

A Thomas J. Keating, IV.

Q Mr. Keating, you represent the purchaser?

A I do. His name is Arthur H. Kudner, Jr.

Q The Agreement of Sale I notice says Mareen D. Waterman. Is that just the agent?

A Mr. Waterman in entering into that agreement with Agrico Chemical Company was acting as an agent for Mr. Kudner.

Q I understand.

I show you Complainant's Exhibit G and is this the Agreement of Sale between the parties?

A It is.

Q I would introduce this as our Exhibit G.

(Complainant's Exhibit G marked.)

Q Mr. Keating, I show you Complainant's Exhibit F which is a plat showing land of Agrico Chemical Company and I ask you if the land as outlined on that plat is the land that you are buying from Agrico, your client is buying from Agrico?

A Yes, it is. This plat shows a perimeter and a topographic survey of the subject property as intended to be sold by Agrico and purchased by Arthur H. Kudner, Jr.

Q I will introduce Exhibit F.

(Complainant's Exhibit F marked.)

Q I also show you Exhibit H which is also a plat showing the land of Agrico Chemical Company. Would you comment on that plat please?

A Yes. This is a subsequent plat prepared also by J. R. McCrone, Jr., Inc. which differs from the plat identified as Exhibit F in that it separately identifies a parcel 1 as containing 2,175.78 square feet which by agreement between the contract purchaser, Mr. Kudner, and the attorney for the County Commissioners of Queen Anne's County is to be deeded by Mr. Kudner to the County promptly upon Mr. Kudner's taking title to the subject property. The plat is identical in all other respects to the plat marked as Exhibit F.

Q Introduce Exhibit H.

(Exhibit H marked.)

Q Mr. Keating, I would like to read to you paragraph 7 of the Bill of Complaint.

"Under the terms of the Agreement of Sale, Complainant requested Lawyers Title Insurance Corporation to issue a preliminary title binder insuring marketable

title in complainant. Lawyers Title Insurance Corporation refused to insure the title on the ground that the deed from E. S. Valliant and Sons, Inc. to Gertrude E. Morgan convyed all of E. S. Vallient and Sons, interest, which totaled two to three acres. The deed from Gertrude E. Morgan back to E. S. VAlliant and Sons contained 6.611 acres."

Is that correct?

A It is correct to the best of my knowledge, information and belief.

Q That was the reason for the objection to the title?

A That is my understanding.

Q And the purpose of this suit is to establish ownership in that land by the fact that the current owner and the predecessors in title have occupied the land for a period of in excess of 20 years. Is that your understanding?

A That is my understanding. By that land you mean the entire 6.6 some acres?

Q Yes. When I say that land I mean the land as

introduced as Exhibit F and H.

A That's correct.

Q Thank you, Mr. Keating.

(Examination concluded.)

* * * * *

STATE OF MARYLAND

ANNE ARUNDEL COUNTY

I, BETTY LOU WALLS, a Notary Public in and for the State of Maryland, County of Anne Arundel, hereby certify that the within named THOMAS J. KEATING, IV, ESQUIRE personally appeared before me at the time and place herein set out, and after having been duly sworn by me according to law was interrogated by counsel.

I further certify that the examination was recorded stenographically by me and then transcribed from my stenographic notes to the within typewritten matter in a true and accurate manner.

I further certify that the stipulations contained herein were entered into by counsel in my presence.

I further certify that I am not of counsel to any of the parties, nor an employee of counsel, nor related

to any of the parties, nor in any way interested in the outcome of this action.

AS WITNESS my hand and Notarial Seal this 18th day of October, 1979 at Centreville, Maryland.

Betty Lou Walls

Betty Lou Walls, Notary Public

Duplicate

OFFICE OF

The Star-Democrat

Easton, Md.

This is to certify that the annexed

Order of Publication

in the case of

Agrico Chemical Corp.

vs.

Kerr-McGee Chemical Corp
E66

was published in THE STAR-DEMOCRAT, one of the newspapers printed and published in Talbot +Queen Anne county once in each of four successive weeks beginning the 27th day of June A.D. 19 79

THE EASTON PUBLISHING COMPANY

Publishers of THE STAR-DEMOCRAT

Per Nancy L Gregory

Talbot & Queen Anne Editions are the same in respect to legals -Star-Democrat

CLERK'S OFFICE

1979 DEC -5 AM 9: 14

QUEEN ANNE'S COUNTY

IN EQUITY
IN THE
CIRCUIT COURT
FOR QUEEN ANNE'S
COUNTY
STATE OF MARYLAND
Agrico Chemical
Corporation
A Body Corporate
of the
State of Delaware
Tulsa, Oklahoma 74101
COMPLAINANT
VS
Kerr-McGee
Chemical Corporation
a body Corporate of the State of Delaware, Kerr-McGee Center, Oklahoma City, Oklahoma 73125; Genevieve H. Valliant, Centreville, Maryland 21617; David L. Almquist, Centreville, Maryland 21617; Janice L. Almquist, Centreville, Maryland, 21617; The Town of Centreville, Centreville, Maryland 21617; The County Commissioners of Queen Anne's County, Centreville, Maryland 21617; Centreville Light, Heat & Power Company of Queen Anne's County, a Body corporate of the State of Maryland, Centreville, Maryland 21617; and all other persons, their heirs, executors, administrators and personal representatives who could claim any interest in the real estate mentioned in these proceedings or could hold a lien or encumbrance on the real estate mentioned in these proceedings;
ADDRESSES UNKNOWN:
DEFENDANTS
ORDER OF PUBLICATION
The object of this suit is to

procure a decree that the Complainant be made absolute owner of the tract of land, hereinafter particularly described with the perfect right of obsolute disposition of the same and for an absolute and permanent injunction against any of the Defendants claiming any interest in said land.

THE BILL RECITES THAT THIS PROCEEDING IS:

1. That, by Special Warranty Deed from Kerr-McGee Chemical Corporation, dated December 30, 1977, recorded in Liber CWC 133, folio 632, Complainant acquired 6.611 acres of land. (a copy of the deed is attached as Complainant's Exhibit "A").

2. That Complainant's predecessors in title acquired the aforesaid 6.611 acres by Deed from Gertrude E. Morgan (Straw deed) to E.S. Valliant & Sons, Inc., dated July 9, 1962, and recorded in and Land Record Book for Queen Anne's County in Liber TSP No. 67, folio 236. (a copy of said Deed is attached as Complainant's Exhibit "B") E.S. Valliant & Sons, Inc., merged to become Kerr-McGee Chemical Corporation by Certificate of Merger between E.S. Valliant & Sons, Inc., and The Baugh Chemical Company (Liber CWC No. 20, folio 162 a Land Record Book for Queen Anne's County, Maryland) and a Certificate of Merger with Kerr-McGee Chemical Corporation (Liber CWC No. 52, folio 349)

3. That the said Gertrude E. Morgan, acquired only the following properties from E. S. Valliant & Sons, Inc., by deed dated July 9, 1962, and recorded in Liber TSP No. 67, folio 234 a Land Record Book for Queen Anne's County; (a copy of deed is attached as Complainant's Exhibit "C")

"ALL those three (3) lots or parcels of land situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, and more particularly described as follows:

LOT NO. 1 - ALL that lot or parcel of land calle dor known as "The C.H. Clash Wharf Property" formerly called or part of the lot called "Dockery's Wharf" or "Dockery's Lot", situate, lying and being at Centreville Landing in the Third Election District of Queen Anne's County, State of Maryland, on both branches of Corsica

Exhibit "D") and from The County Commissioners of Queen Anne's County (0.238 acres) by deed dated November 7, 1961, and recorded in Liber TSP 63, folio 310 a Land Record Book for Queen Anne's County, Maryland. (Attached as Complainant's Exhibit "E")

5. That Complainants have entered into an agreement of sale with Mareen D. Waterman, Agent for Arthur H. Kudner, Jr., dated March 19, 1979, for the sale of the following described property:

"That the real estate together with buildings and improvements thereon intended to be sold under this contract may be more generally described as all that property contained in a special warranty deed dated December 30, 1977, from Kerr-McGee Chemical Corporation to Agrico Chemical Company which is recorded among the Land Records of Queen Anne's County in Liber CWC No. 130, folio 632; save and except therefrom all the property described in a deed dated July 11, 1978, from Agrico Chemical Company to The Town Commissioners of Centreville which is recorded among the land records aforesaid in Liber CWC No. 143, folio 330."

6. A perimeter survey of the parcels to be conveyed was prepared by J.R. McCrone, Jr., Inc., Surveyors on a Plat entitled: "PLAT SHOWING THE LAND OF AGRICO CHEMICAL COMPANY" dated April 1979. (A copy of which is attached as Complainant's Exhibit "F").

7. Under the terms of the agreement of sale, Complainants requested Lawyers Title Insurance Corporation to issue a preliminary title binder insuring marketable title in Complainant. Lawyers Title Insurance Corporation refused to insure the title on the grounds that the deed from E. S. Valliant & Sons, Inc., to Gertrude E. Morgan (Exhibit "A") conveyed all of E. S. Valliant & Sons, Inc., interest which totaled between 2 and 3 acres. The deed from Gertrude E. Morgan back to E. S. Valliant & Sons, Inc., contained 6.611 acres, all of which were occupied by E. S. Valliant & Sons, Inc., and its predecessors in title but for which there was only partial record title.

8. That the Complainants and their predecessors in title,

river adjoining the lot of land called or known as "The Public Landing" or "The Public Wharf" containing 2 acres, one rood and 5 perches of land, more or less.

Lot No. 2 - ALL that lot or parcel of land called or known ad the "McCabe Wharf Property" situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, at or near Centreville Landing, adjoining the property called "The Public Wharf Property" on one side and upon the other side of the property of, or formerly of, Joseph W. Larrimore, and between the western and eastern branches of Corsica River, containing 3 roods, and 22 square perches of land, more or less.

SAVING AND EXCEPTING THEREFROM all that part of this lot granted and conveyed unto the County Commissioners of Queen Anne's County by Deed dated November 7, 1961, from E. S. Valliant & Sons, Inc., and recorded in Liber TSP No. 63, folio 314, of the Land Records of Queen Anne's County.

LOT NOS. 1 & 2 - BEING the same tracts of ground, with the above exception, that were Lot No. 2 and Lot No. 3 in a deed from Edwin S. Valliant, et ux to E. S. Valliant & Sons, Inc., dated May 23, 1949, and recorded in Liber NBW No. 3, folio 252, of the Land Records of Queen Anne's County.

LOT NO. 3 - ALL that lot or parcel of land being a part of the Centreville Public Landing in the Third Election District of Queen Anne's County, Maryland, containing 0.238 acres of land, more or less.

BEING the same parcel of land granted and conveyed unto E.S. Valliant & Sons, Inc., by deed dated November 7, 1961, from the County Commissioners of Queen Anne's County and recorded in Liber TSP 63, folio 210 of the Land Records of Queen Anne's County.

4. That the aforesaid property conveyed to Morgan was acquired by E. S. Valliant & Sons, Inc., as Parcels 2 and 3 by deed from Edwin Stephen Valliant (Now deceased) and Genevieve A. Valliant, dated May 23, 1949, and recorded in Liber NBW No. 3, folio 252 a Land Record Book for Queen Anne's County, (said Deed attached as Complainant's

Kerr-McGee Chemical Corporation, formerly E. S. Valliant & Sons, Inc., and Edwin Stephens Valliant and Genevieve H. Valliant, his wife, have possessed said parcels shown by the survey (Exhibit "F") in an open, actual, visual, exclusive and continuous manner, hostile to any claim or right of others, for a period far in excess of twenty (20) years.

9. That no action at law or in equity is now pending to test the validity or to quiet title to the land aforementioned.

10. That Defendants have joined herein, in addition to those in record title, the adjoining property owners for whatever interest they may have, viz: The Town of Centreville, The County Commissioners of Queen Anne's County, Centreville Light, Heat and Power Company and David L. Almquist and Janice V. Almquist, his wife (CWC No. 86, folio 334).

IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County, this 22nd day of June, 1979, that the Complainant, by causing a copy of this Order to be inserted in some newspaper published in Queen Anne's County, Maryland, once a week in each of four successive weeks before the 23rd day of July, 1979, shall give notice to the Defendants, addresses unknown, of the substance and object of the Bill of Complaint, and to appear in the Circuit Court for Queen Anne's County, on or before the 23rd day of August, 1979, and file their answer to or other initial pleading in the Clerk's office, at Centreville, Maryland; otherwise a decree pro confesso and or a final decree may be entered for the relief demanded by the Complainant.

FILED: June 22, 1979

MARGUERITE W. MANKIN
CLERK

TRUE COPY, TEST:
MARGUERITE W. MANKIN, CLERK
BY: BEVERLY J. PETERS, DEPUTY CLERK

E66-27,7-4,11,18

IN EQUITY, IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY, STATE OF MARYLAND
Chancery No. 6447

* * * * * *

AGRICO CHEMICAL CORPORATION
A Body Corporate of the State of Delaware
P.O. Box 3166
Tulsa, Oklahoma 74101

Plaintiff

vs.

KERR-McGEE CHEMICAL CORPORATION, a body Corporate of the State of Delaware, Kerr-McGee Center, Oklahoma City, Oklahoma 73125; GENEVIEVE H. VALLIANT, Centreville, Maryland 21617; DAVID L. ALMQUIST, Centreville, Maryland 21617; JANICE L. ALMQUIST, Centreville, Maryland 21617; THE TOWN OF CENTREVILLE, Centreville, Maryland 21617; THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, Centreville, Maryland 21617; CENTREVILLE LIGHT, HEAT & POWER COMPANY OF QUEEN ANNE'S COUNTY, a body Corporate of the State of Maryland, Centreville, Maryland 21617; and all other persons, their heirs, executors, administrators and personal representatives who could claim any interest in the real estate mentioned in these proceedings or could hold a lien or encumbrance on the real estate mentioned in these proceedings;
Addresses Unknown:

Defendants

* * * * * * *

MOTION FOR DECREE PRO CONFESSO

Agrico Chemical Corporation, Plaintiff, by its attorney, Robert C. Thompson, moves, pursuant to Maryland Rule 310-B, for a Decree Pro Confesso against David L. Almquist, Janice L. Almquist, Geneviene H. Valliant, and all other persons, their heirs, executors, administrators and personal representatives who could claim any interest in the real estate mentioned in these proceedings or could hold a lien or encumbrance on the real estate mentioned in these proceedings, Defendants, for failure to comply with the requirements as to time for pleading in that time for filing an Answer to the Bill of Complaint expired and the said pleading has not been filed.

LAW OFFICES
ROBERT C. THOMPSON, P.A.
MARYLAND NAT'L. BANK BLDG.
P. O. BOX 1048
EASTON, MARYLAND

ROBERT C. THOMPSON
Attorney for Plaintiff
Maryland National Bank Building
P.O. Box 1048
Easton, MD 21601
(301) 822-0978

IN EQUITY, IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY, STATE OF MARYLAND

Chancery No. 6447

* * * * * * *

AGRICO CHEMICAL CORPORATION
A Body Corporate of the State of Delaware
P.O. Box 3166
Tulsa, Oklahoma 74101

Plaintiff

vs.

KERR-McGEE CHEMICAL CORPORATION, a body Corporate of the State of Delaware, Kerr-McGee Center, Oklahoma City, Oklahoma 73125; GENEVIEVE H. VALLIANT, Centreville, Maryland 21617; DAVID L. ALMQUIST, Centreville, Maryland 21617; JANICE L. ALMQUIST, Centreville, Maryland 21617; THE TOWN OF CENTREVILLE, Centreville, Maryland 21617; THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, Centreville, Maryland 21617; CENTREVILLE LIGHT, HEAT & POWER COMPANY OF QUEEN ANNE'S COUNTY, a body Corporate of the State of Maryland, Centreville, Maryland 21617; and all other persons, their heirs, executors, administrators and personal representatives who could claim any interest in the real estate mentioned in these proceedings or could hold a lien or encumbrance on the real estate mentioned in these proceedings;
Addresses Unknown:

Defendants

* * * * * * *

DECREE PRO CONFESSO

The Respondents, David L. Almquist, Janice L. Almquist, Genevieve H. Valliant, and all other persons, their heirs, executors, administrators and personal representatives who could claim any interest in the real estate mentioned in these proceedings or could hold a lien or encumbrance on the real estate mentioned in these proceedings, having been duly summoned to appear and answer the Bill of Complaint, and having failed to appear thereto,

IT IS THEREFORE, this 18th day of December, 1979, by the Circuit Court for Queen Anne's County, ORDERED, that the Bill of Complaint is taken Pro Confesso against David L. Almquist, Janice L. Almquist, Genevieve H. Valliant, and all other persons, their heirs, executors, administrators and personal representatives who could

LAW OFFICES
ROBERT C. THOMPSON, P.A.
MARYLAND NAT'L. BANK BLDG.
P. O. BOX 1040
EASTON, MARYLAND

claim any interest in the real estate mentioned in these proceedings or could hold a lien or encumbrance on the real estate mentioned in these proceedings, and Plaintiff shall submit depositions in support of allegations of the Bill.

Clayton C. Carter
JUDGE

LAW OFFICES
ROBERT C. THOMPSON, P.A.
MARYLAND NAT'L. BANK BLDG.
P. O. BOX 1048
EASTON, MARYLAND

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

AGRICO CHEMICAL CORPORATION

Law No. _____

Equity No. 6447

VS.

KERR-MCGEE CHEMICAL CORPORATION,

et al.

Date: December 20, 1979

NOTICE OF ~~JUDGMENT OR DECRAIT~~

~~XXXXX~~

DECREE PRO CONFESSO

To: Genevieve H. Valliant

Centreville, Maryland 21617

(Address)

In accordance with Maryland Rules of Procedure, you are notified that a ~~judgment or default~~ decree pro confesso was entered against you in the above entitled case on December 18, 1979.

You may be able to avoid a final ~~judgment~~/decree by taking immediate action in the proceeding.

Clerk

COPY

LIBER 11 PAGE 714

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

AGRICO CHEMICAL CORPORATION

Law No. _____

Equity No. 6447

VS.

KERR-MCGEE CHEMICAL CORPORATION,

et al.

Date: December 20, 1979

NOTICE OF ~~JUDGMENT BY DEFAULT~~

~~OR~~

DECREE PRO CONFESSO

To:

David L. Almquist

Centreville, MD 21617

(Address)

In accordance with Maryland Rules of Procedure, you are notified that a ~~judgment by default~~/decree pro confesso was entered against you in the above entitled case on December 18, 1979.

You may be able to avoid a final ~~judgment~~/decree by taking immediate action in the proceeding.

_____

Clerk

COPY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

AGRICO CHEMICAL CORPORATION

Law No. _____

Equity No. 6447

VS.

KERR-MCGEE CHEMICAL CORPORATION,

etal.

Date: December 20, 1979

NOTICE OF ~~JUDGMENT BY DEFAULT~~

~~OR~~

DECREE PRO CONFESSO

To:

Janice L. Almquist

Centreville, Md 21617

(Address)

In accordance with Maryland Rules of Procedure, you are notified that a ~~judgment by default~~/decree pro confesso was entered against you in the above entitled case on December 18, 1979.

You may be able to avoid a final ~~judgment~~/decree by taking immediate action in the proceeding.

_____

Clerk

COPY

IN EQUITY, IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY, STATE OF MARYLAND
Equity No. 6447

* * * * * * *

AGRICO CHEMICAL CORPORATION
A Body Corporate of the State of Delaware
P.O. Box 3166
Tulsa, Oklahoma 74101

Complainant

vs.

KERR-McGEE CHEMICAL CORPORATION, a body corporate of the State of Delaware, Kerr-McGee Center, Oklahoma City, Oklahoma 73125; GENEVIEVE H. VALLIANT, Centreville, Maryland 21617; DAVID L. ALMQUIST, Centreville, Maryland 21617; JANICE L. ALMQUIST, Centreville, Maryland 21617; THE TOWN OF CENTREVILLE, Centreville, Maryland 21617; THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, Centreville, Maryland 21617; CENTREVILLE LIGHT, HEAT & POWER COMPANY OF QUEEN ANNE'S COUNTY, a body corporate of the State of Maryland, Centreville, Maryland 21617; and all other persons, their heirs, executors, administrators and personal representatives who could claim any interest in the real estate mentioned in these proceedings or could hold a lien or encumbrance on the real estate mentioned in these proceedings.

DECREE

* * * * * *

WHEREAS, the Court having reviewed the record in the subject cause, together with the testimony of the witnesses and the exhibits filed, IT IS ORDERED, DECREED, AND DECLARED this 18th day of January, 1980, by the Circuit Court for Queen Anne's County sitting in Equity that;

1. The Complainant, Agrico Chemical Corporation is the absolute owner of the tract of land shown on the plat filed in these proceedings entitled "Plat Showing Lands Of Agrico Chemical Company."

2. That any and all parties joined in said suit as Defendants are permanently and forever enjoined from claiming any interest or estate in said tract.

LAW OFFICES
ROBERT C. THOMPSON, P.A.
MARYLAND NAT'L. BANK BLDG.
P. O. BOX 1048
EASTON, MARYLAND

3. Complainant to pay all the costs of the Court.

Clayton C. Carter
JUDGE

LAW OFFICES
ROBERT C. THOMPSON, P.A.
MARYLAND NAT'L. BANK BLDG.
P. O. BOX 1048
EASTON, MARYLAND

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Assignee	* * * * *	In the Circuit Court for Queen Anne's County
vs.	* *	In Equity
CHARLES A. GREAVES and SHARON A. GREAVES, his wife Chester, MD 21619 Mortgagors	* * * *	Chancery No. 6526

ORDER TO DOCKET SUIT

OCT-2-79 * 24010 *****50.00
OCT-2-79 A 524010 *****50.00

Mrs. Marguerite W. Mankin, Clerk:

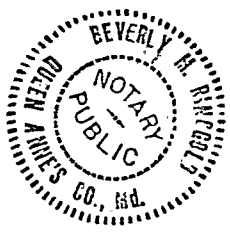
You will please docket suit as per the above titling for foreclosure of the mortgage from Charles A. Greaves and Sharon A. Greaves, his wife, to The Centreville National Bank of Maryland, dated January 3, 1977, and recorded among the land records of Queen Anne's County, Maryland, in Liber C.W.C. No. 113, folio 742, and assigned by the said Centreville National Bank on October 1, 1979, 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 2nd day of October, 1979, 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 Charles A. Greaves and Sharon A. Greaves, 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
My Commission Expires: 7-1-82

RECEIVED
CLERK, CIRC
1979 OCT -2 PM 2:21
QUEEN ANNE'S COUNTY

LIBER 11 PAGE 720

DOCUMENT NO. 86,720 LIBER 113 PAGE 742

This Mortgage, made this 3rd day of January, 19 77, by and between CHARLES A. GREAVES and SHARON A. GREAVES, his wife, of Queen Anne'sCounty, State of Maryland, hereinafter called "MORTGAGORS": and THE CENTREVILLE NATIONAL BANK OF MARYLAND, a body corporate, hereinafter called "MORTGAGEE";

WHEREAS, the said Mortgagors are jointly and severally indebted unto the said Mortgagee in the full and just sum of THIRTY TWO THOUSAND DOLLARS ($32,000.00), for money this day lent and advanced to the Mortgagors, as represented by a promissory note for the said sum of THIRTY TWO THOUSAND DOLLARS ($32,000.00), bearing even date herewith, and payable at the Banking House of said body corporate in Centreville, Queen Anne's County, Maryland, with interest at the rate of NINE PER CENTUM (9%) per annum, in TWO HUNDRED FORTY (240) equal consecutive monthly installments in the sum of TWO HUNDRED EIGHTY SEVEN DOLLARS AND NINETY ONE CENTS ($287.91) each, due one (1) month from the date of said note and monthly thereafter; said payments comprising both principal and interest; notwithstanding the aforesaid monthly payments, the entire principal balance shall mature at the expiration of THREE (3) MONTHS from the date of the execution of said note, or at any time thereafter upon the demand of the Mortgagee;

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan of THIRTY TWO THOUSAND DOLLARS ($32,000.00), represented by the aforesaid promissory note, that the same together with any and all reneals and part renewals of the same should be secured by the execution and delivery of this mortgage; the term "renewals" to include renewal or part renewal of the original or any renewal note;

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of ONE DOLLAR ($1.00), the receipt of which is hereby acknowledged, the said Charles A. Greaves and Sharon A. Greaves, his wife, do hereby grant and convey unto The Centreville National Bank of Maryland, a body corporate, its successors and assigns, in fee simple, the following described real estate, to wit:

ALL that lot or parcel of land, situate, lying and being in the Fourth Election District of Queen Anne's County, Maryland, designated as Lot No. 30, Section 2, on a Plat entitled, "MARLING FARMS, WILLIAM E. MARLING, PRESIDENT, SECTION 2 AND SUBDIVISION THEREOF", made by John W. Williams, Surveyor, and Wirt D. Bartlett, Engineer & Surveyor, dated April 6, 1956, and recorded among the Land Records of Queen Anne's County in Liber T. S. P. No. 27, folio 331, and in Plat Record Book T. S. P. No. 11, folio 32, of the Plat Records of Queen Anne's County, Maryland.

BEING the same lot or parcel of land which was granted and conveyed unto the said Charles A. Greaves and Sharon A. Greaves, his wife, the Mortgagors herein, by Ewing and Foster, Inc. by deed of conveyance bearing date November 3, 1975, and recorded in Liber C. W. C. No. 98, folio 393, a land record book for Queen Anne's County, State of Maryland.

SUBJECT to the covenants, agreements and conditions set forth in a Deed from Marling Farms, Inc. to Elizabeth D. Wilson, dated September 25, 1952, and recorded among the Land Records aforesaid in Liber T. S. P. No. 7, folio 5, as made applicable to the subject property by Deed dated December 15, 1952, and recorded among the Land Records aforesaid in Liber T. S. P. No. 8, folio 385 (Subdivision XV of said covenants, agreements and conditions was annulled, waived, abolished and released by instrument dated November 8, 1971, and recorded among the Land Records aforesaid in Liber C. W. C. No. 59, folio 624).

RECEIVED FOR RECORD
& RECORDED IN LIBER C.W.C.
No. 113 FOLIO 742

1977 JAN -3 PM 3:17

RECORD FOR
QUEEN ANNE'S CO., MD.
CHARLES W. CECIL, CLERK

JAN -3-77 * 25963 ****113.60
JAN -3-77 A 25963 ****105.60
JAN -3-77 A 25962 ******8.00

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

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

AND the Mortgagor covenants with the Mortgagee as follows: (1) To repay the indebtedness, together with interest, secured by this mortgage, when due, (2) to keep the improvements on the premises insured against loss or damage by fire and such other hazards as may be required by the Mortgagee, to the amount of at least the insurable value thereof, in an insurance company or companies selected by the Mortgagee, and to have all said policies so framed or endorsed that the proceeds arising from said policies, in case of loss or damage, shall be payable to the Mortgagee only, and may, at his option, be applied to the extinguishment of the indebtedness and sums secured by this mortgage, whether then due or not, or used for the reconstruction of the improvements on the mortgaged property, and to deliver all said policies to the Mortgagee to be kept by him, (3) to pay all taxes, water and sewer charges, insurance premiums, public dues and assessments, for which the Mortgagor and/or the property hereby mortgaged may become liable, when payable; in the event the Mortgagor fails to make the said payments, the Mortgagee is hereby authorized to pay the same, and the amount so paid shall then be added to the principal indebtedness secured by this mortgage and bear interest at the rate of six (6%) per centum per annum from the date of said payment, and the Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor to keep the improvements on said property in good condition and repair, the Mortgagee may demand the immediate repair thereof or an increase in the amount of security or the immediate repayment of the indebtedness hereby secured, and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee may, without notice, institute proceedings to foreclose this mortgage and apply for the appointment of a receiver as herein provided, (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents, issues and profits of said premises and account therefor as the Court may direct, (6) that in case of default in the payment of said debt, or interest, or any part of either, when due, or in any covenant of this Mortgage, or should title to the hereby mortgaged property be acquired by any persons or corporations, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the Mortgagee's written consent, then the whole debt intended to be secured and all moneys owing hereunder or secured hereby shall, at the option of the Mortgagee, be due and demandable, and the Mortgagee, or EDWARD TURNER, its ~~his~~ hereby duly constituted attorney for the purpose, are hereby authorized to sell said premises after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper published in the County where the mortgaged property or some portion thereof is located, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, and to apply the proceeds of sale as follows, to wit: first, to the payment of all expenses incident to such sale, including a counsel fee of $150.00 for conducting the proceedings if without contest, but if legal services be rendered to the party selling under the above power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper, and also to the payment of a commission to the party making sale equal to the commission allowed trustees making sales of property under a decree of a Court of equity in the County where the sale is reported; second, to the payment of all claims of the Mortgagee, whether the same shall have matured or not; and third, the balance, if any, to the Mortgagor or to whomsoever shall be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid when suit has been docketed in the proper Court for the purpose of foreclosure under the power of sale granted herein, (7) that in the event of sale of the mortgaged property under the power of sale granted herein, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as part hereof, (8) that the Mortgagor will warrant specially the property hereby conveyed and will execute such further assurances as may be requisite.

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

WITNESS the hand and seal of the Mortgagor:

WITNESS: (as to Mortgagors)

Virginia S. White — Charles A. Greaves (SEAL)
Charles A. Greaves

Virginia S. White — Sharon A. Greaves (SEAL)
Sharon A. Greaves

(SEAL)

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

On this the 3rd day of January, 19 77, before me, * Virginia S. White, the undersigned officer, personally appeared CHARLES A. GREAVES and SHARON A. GREAVES, 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 THURMAN P. JEFFERSON, 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 that the aforesaid loan has been paid over and disbursed to said Mortgagors at or before the time of execution of this mortgage.

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

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned an Attorney duly admitted to practice before the Court of Appeals of Maryland.

Edward Turner, Attorney

Virginia S. White
Virginia S. White, Notary Public
My commission expires July 1, 1978

* Here insert the name of the officer who takes the acknowledgment.

VIRGINIA S. WHITE NOTARY PUBLIC Queen Anne's County, Md.

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 9th day of June, 1978.

THE CENTREVILLE NATIONAL BANK OF MARYLAND

By _____

DOCUMENT NO. 99,804

No _____

Re _____ RECEIVED FOR RECORD _____

CLERK'S OFFICE
1979 OCT -2 PM 2 20
QUEEN ANNE'S COUNTY

OCT -2-79 * 24009 ******5.00
OCT -2-79 A 24009 ******5.00

Assignment

OF MORTGAGE FROM CHARLES A. GREAVES AND SHARON A. GREAVES, HIS WIFE

TO THE CENTREVILLE NATIONAL BANK OF MARYLAND AS RECORDED IN

LIBER CWC NO. 113 FOLIO 742

MAIL TO TO BE PLACED IN EQUITY #6526

recorded in Mum 155 folio 501

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 1st day of October, 1979.

THE CENTREVILLE NATIONAL BANK OF MARYLAND

By _____
J. O. Pippin, Jr.
President

Attest:

_____
J. Robert Barton
Senior Vice President

DAVID C. BRYAN Assignee vs. CHARLES A. GREAVES and SHARON A. GREAVES, his wife Mortgagors	* * * * * * * * *	In the Circuit Court for Queen Anne's County In Equity Chancery No. 6526

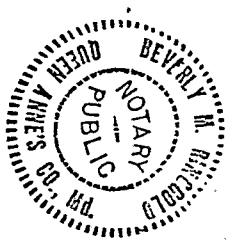
STATEMENT OF MORTGAGE INDEBTEDNESS

Balance due on principal of note dated January 3, 1977, in the gross amount of $32,000.00, by Charles A. Greaves and Sharon A. Greaves, his wife, to The Centreville National Bank of Maryland	$ 30,856.37
With earned interest through September 26, 1979	965.72
Late charges	174.70
TOTAL	$ 31,996.79

Per diem interest rate of $7.61

STATE OF MARYLAND)
) To Wit:
QUEEN ANNE'S COUNTY)

This is to certify that on this 2nd day of October, 1979, 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 Charles A. Greaves and Sharon A. Greaves, 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. Kinnegald
Notary Public
My Commission Expires: 7-1-82

Equity # 6526

LIBER 11 PAGE 724

LIBER 2 PAGE 320

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 Thirty-two Thousand Dollars ($32,000.00), current money of the United States of America, to be paid to the State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 2nd day of OCTOBER, 1979;

WHEREAS, the above bounded principal, by virtue of the power contained in the mortgage from Charles A. Greaves and Sharon A. Greaves, his wife, to The Centreville National Bank of Maryland dated January 3, 1977, and recorded among the land records of Queen Anne's County, in the State of Maryland, in Liber C.W.C. No. 113, folio 742, 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. Ringgald

David C. Bryan (SEAL)
David C. Bryan, Assignee

HARTFORD ACCIDENT AND INDEMNITY COMPANY

By: William M. Freeborte
Attorney in fact

ATTEST:

Beverly M. Ringgald

SURETY APPROVED AND BOND FILED ON Oct. 2, 1979.

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber CWC No. 2, folio 320, 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 8th day of October, 1979.

Marguerite W. Maslen
CLERK OF THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

LIBER 11 PAGE 726

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Assignee	*	In the Circuit Court for Queen Anne's County
vs.	*	In Equity
CHARLES A. GREAVES and SHARON A. GREAVES, his wife Chester, MD 21619 Mortgagors	*	Chancery No. 6526

Affidavit

I HEREBY CERTIFY, that on this 26th day of October, 1979, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared David C. Bryan, Assignee, 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 Charles A. Greaves and Sharon A. Greaves, 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: 7-1-82

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Assignee	* * * * *	In the Circuit Court for Queen Anne's County
vs.	* *	In Equity
CHARLES A. GREAVES and SHARON A. GREAVES, his wife Mortgagors	* * *	Chancery No. 6526

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of David C. Bryan, Assignee of the Mortgage from Charles A. Greaves and Sharon A. Greaves, his wife, to The Centreville National Bank of Maryland, dated January 3, 1977, and recorded among the land records of Queen Anne's County, State of Maryland, in Liber C.W.C. No. 113, folio 742, 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 Thirty-two Thousand Dollars ($32,000.00), containing the conditions required by law relative to the foreclosure of mortgages under a power of sale contained therein, an additional bond to be filed shortly hereafter.

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 four (4) successive weeks, the first such publication being not less than fifteen (15) days prior to sale, and the last such publication being not more than one (1) week prior to sale, and after having sent, not earlier than twenty (20) days and not later than five (5) days before the date of sale, by registered mail to the mortgagors, at their last known address, notice of the time, place and terms of sale, the said David C. Bryan did attend, in front of the Courthouse door, in the Town of Centreville, Queen Anne's County, Maryland, at the hour of 11:00 A.M., Eastern Time on October 26, 1979, 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 Marling Farms Subdivision, 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 Ewing and Foster, Inc., it being then and there the highest bidder therefore, at and for the sum of Thirty-six Thousand Dollars ($36,000.00).

The purchaser has made a cash deposit of Three Thousand Six Hundred Dollars ($3,600.00), being ten per cent (10%) of the purchase price as required by the Advertisement of Sale, and has given the said David C. Bryan, Assignee, a confessed judgment note in the amount of Thirty-two Thousand Four Hundred Dollars ($32,400.00) with interest, to secure the unpaid portion of the purchase price. The said David C. Bryan, Assignee, 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-six Thousand Dollars ($36,000.00).

Respectfully submitted,

David C. Bryan
Assignee

STATE OF MARYLAND)
) To Wit:
QUEEN ANNE'S COUNTY)

I HEREBY CERTIFY, that on this 26th day of OCTOBER, 1979, 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, 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 October 2, 1979, 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

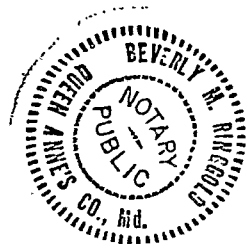
DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Assignee	* * * * *	In the Circuit Court for Queen Anne's County
vs.	* *	In Equity
CHARLES A. GREAVES and SHARON A. GREAVES, his wife Mortgagor	* * *	Chancery No. 6526

AFFIDAVIT OF PURCHASER

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

I HEREBY CERTIFY, that on this 26th day of OCTOBER, 1979, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Thomas R. Ewing, purchaser at the foreclosure sale of this cause and being duly authorized so to do, made oath in due form of law that he purchased all that lot, parcel or tract of land with improvements, described in the Advertisement of Sale in this cause, as agent for Ewing and Foster, Inc., 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
My Commission Expires: 7-1-82

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Assignee	*	In the Circuit Court for Queen Anne's County
vs.	*	In Equity
CHARLES A. GREAVES and SHARON A. GREAVES, his wife Chester, MD 21619 Mortgagors	*	Chancery No. 6526

CERTIFICATE OF AUCTIONEER

I HEREBY CERTIFY, that I did sell at public auction:

Lot 30, Section 2, Marling Farms, Fourth Election District, Queen Anne's County, Maryland, now owned by Charles A. Greaves and Sharon A. Greaves.

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 October 26, 1979, beginning at the hour of 11:00 o'clock, A.M., Eastern Time, unto

EWING AND FOSTER, INC.

at and for the sum of Thirty-six Thousand Dollars ($36,000.00).

Joseph A. Jackson, Jr.
Auctioneer

Centreville, Md. October 29 19 79

We Hereby Certify

That the annexed advertisement of

Attorneys Sale

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 26th day of Oct. 1979

And that the first insertion of said advertisement in the said QUEEN ANNE'S JOURNAL was on the 3rd day of Oct. 19 79, and the last insertion on the 24th day of Oct. 19 79

George Kaehn
Publishers, Queen Anne's Journal

Per R. Thawley

ATTORNEY'S SALE OF VALUABLE FEE SIMPLE REAL ESTATE RESIDENCE IN MARLING FARMS

Under and by virtue of the power of sale contained in a mortgage from Charles A. Greaves and Sharon A. Greaves, his wife, to The Centreville National Bank of Maryland, dated January 3, 1977, and recorded among the land records of Queen Anne's County, State of Maryland, in Liber C.W.C. No. 113, folio 742, 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 11:00 o'clock A.M., Eastern Time, on

Friday, October 26, 1979

the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the Fourth Election District of Queen Anne's County, Maryland, designated as Lot No. 30, Section 2, on a Plat entitled "MARLING FARMS, WILLIAM E. MARLING, PRESIDENT, SECTION 2 AND SUBDIVISION THEREOF", made by John W. Williams, Surveyor, and Wirt D. Bartlett, Engineer & Surveyor, dated April 16, 1956, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 27, folio 331, and in Plat Record Book T.S.P. No. 1, folio 32, of the Plat Records of Queen Anne's County, Maryland.

BEING the same lot or parcel of land which was granted and conveyed unto the said Charles A. Greaves and Sharon A. Greaves, his wife, by Ewing and Foster, Inc., by deed dated November 3, 1975, and recorded among the land records in Liber C.W.C. No. 98, folio 393.

SUBJECT to the covenants, agreements and conditions set forth in a Deed from Marling Farms, Inc., to Elizabeth D. Wilson, dated September 25, 1952, and recorded among the land records in Liber *T.S.P. No. 7, folio 5, and made applicable to this property by instrument dated December 15, 1952, and recorded among the land record in Liber T.S.P. No. 8, folio 385 (Subdivision XV of said covenants, agreements and conditions was annulled, waived, abolished and released by instrument date November 8, 1971, and recorded among the land records aforesaid in liber C.W.C. No. 59, folio 624.

IMPROVEMENTS: 1 story rancher with three bedrooms and bath, living room, dining area, kitchen, aluminum siding on outside.

The lot runs for 114.5 feet on Queen Anne Drive in Marling Farms and has a depth of 135 feet.

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 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 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 and to execute a memorandum of sale.

DAVID C. BRYAN
Assignee of Mortgage
Address: 111 Lawyers Row
Centreville, Md. 21617
Telephone: 1-301-758-1643

Joseph A. Jackson, Jr.
Auctioneer

No. 346

ORDER NISI ON SALE

DAVID C. BRYAN, Assignee vs. CHARLES A. GREAVES and SHARON A. GREAVES, his wife	In the Circuit Court for Queen Anne's County In Equity Cause No. 6526

ORDERED, this 29th day of October, 19 79, 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 30th day of November, 19 79, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 23rd day of November, 19 79.

The report states the amount of sales to be $ 36,000.00.

Marguerite H. Mankin Clerk

Filed October 29, 1979

Equity # 6526

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 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 26TH day of OCTOBER, 1979;

WHEREAS, the above bounded principal, by virtue of the power contained in the mortgage from Charles A. Greaves and Sharon A. Greaves, his wife, to The Centreville National Bank of Maryland dated January 3, 1977, and recorded among the land records of Queen Anne's County, in the State of Maryland, in Liber C.W.C. No. 113, folio 742, and assigned to the principal for collection on October 1, 1979, the said David C. Bryan, Assignee, has sold the land described in said mortgage, after having heretofore furnished his bond in the penalty of Thirty-two Thousand Dollars ($32,000.00) which was duly approved, for the total sum of Thirty-six Thousand Dollars ($36,000.00);

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. Ringgold

David C. Bryan (SEAL)
David C. Bryan, Assignee

HARTFORD ACCIDENT AND INDEMNITY COMPANY

By: William M. Crosby
Attorney in fact

ATTEST:

Janice G. Edwards

SURETY APPROVED AND ORDERED FILED ON 10-31-79

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber CWC No. 2, folio 343, 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 Queeen Anne's County, this 6th day of November, 1979.

Marguerite W. Martin

Clerk of the Circuit Court for Queen Anne's County

LIBER 11 PAGE 736

HARTFORD ACCIDENT AND INDEMNITY COMPANY

Hartford, Connecticut

000024

POWER OF ATTORNEY

Know all men by these Presents, That the HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, does hereby make, constitute and appoint

WILLIAM M. FREESTATE of CENTREVILLE, MARYLAND

its true and lawful Attorney(s)-in-Fact, with full power and authority to each of said Attorney(s)-in-Fact, in their separate capacity if more than one is named above, to sign, execute and acknowledge any and all bonds and undertakings and other writings obligatory in the nature thereof on behalf of the company in its business of guaranteeing the fidelity of persons holding places of public or private trust; guaranteeing the performance of contracts other than insurance policies; guaranteeing the performance of insurance contracts where surety bonds are accepted by states and municipalities, and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed,

in penalties not exceeding the sum of ONE HUNDRED THOUSAND DOLLARS ($100,000.00)

each,

and to bind the HARTFORD ACCIDENT AND INDEMNITY COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the HARTFORD ACCIDENT AND INDEMNITY COMPANY and sealed and attested by one other of such Officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This power of attorney is granted by and under authority of the following provisions:

(1) By-Laws adopted by the Stockholders of the HARTFORD ACCIDENT AND INDEMNITY COMPANY at a meeting duly called and held on the 10th day of February, 1943.

ARTICLE IV

SECTION 8. The President or any Vice-President, acting with any Secretary or Assistant Secretary, shall have power and authority to appoint, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact and at any time to remove any such Resident Vice-President, Resident Assistant Secretary, or Attorney-in-Fact, and revoke the power and authority given to him.

SECTION 11. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company thereto any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such Instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested by one other of such Officers.

(2) Excerpt from the Minutes of a meeting of the Board of Directors of the HARTFORD ACCIDENT AND INDEMNITY COMPANY duly called and held on the 11th day of June, 1976:

RESOLVED: Robert N. H. Sener, Assistant Vice-President and Thomas F. Delaney, Assistant Vice-President, shall each have as long as he holds such office the same power as any Vice-President under Sections 6, 7 and 8 of Article IV of the By-Laws of the Company.

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Directors of the HARTFORD ACCIDENT AND INDEMNITY COMPANY at a meeting duly called and held on the 6th day of August, 1976.

RESOLVED, That, whereas Robert N. H. Sener, Assistant Vice-President and Thomas F. Delaney, Assistant Vice-President, acting with any Secretary or Assistant Secretary, each have the power and authority, as long as he holds such office, to appoint by a power of attorney, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more Resident Vice-Presidents, Assistant Secretaries and Attorneys-in-Fact;

Now, therefore, the signatures of such Officers and the seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

In Witness Whereof, the HARTFORD ACCIDENT AND INDEMNITY COMPANY has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereto affixed, duly attested by its Secretary, this 9th day of August, 1976.

Attest: HARTFORD ACCIDENT AND INDEMNITY COMPANY

Douglas H. Geer, *Secretary*

Thomas F. Delaney
Assistant Vice-President

STATE OF CONNECTICUT, }
COUNTY OF HARTFORD, } ss.

On this 9th day of August, A.D. 1976, before me personally came Thomas F. Delaney, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice-President of the HARTFORD ACCIDENT AND INDEMNITY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Gloria Mazotas, *Notary Public*
My Commission Expires March 31, 1978

STATE OF CONNECTICUT, }
COUNTY OF HARTFORD, } ss.

CERTIFICATE

I, the undersigned, Assistant Secretary of the HARTFORD ACCIDENT AND INDEMNITY COMPANY, a Connecticut Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore, that Article IV, Sections 8 and 11, of the By-Laws of the Company, and the Resolutions of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Hartford. Dated the day of 19

Form S-3507-8 Printed in U.S.A.

Centreville, Md. Nov 28 19 79

We Hereby Certify

That the annexed advertisement of

Order of Nisi

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 21st day of Nov. 19 79

And that the first insertion of said advertisement in the said QUEEN ANNE'S JOURNAL was on the 7th day of Nov 19 79, and the last insertion on the 21st day of Nov. 19 79

Judy L. Guy

Publishers, Queen Anne's Journal

Per George Kaiser

CLERK'S OFFICE
1979 NOV 29 PM 4:09
QUEEN ANNE'S COUNTY

SALE

In the Circuit Court
for Queen Anne's
County
In Equity
Cause No. 6526

DAVID C. BRYAN,
Assignee
vs.
CHARLES A.
GREAVES, and
SHARON A.
GREAVES, his wife

ORDERED, this 29th day of October, 1979, 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 30th day of November, 1979, unless cause to the contrary thereof by previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 23rd day of November, 1979.

The report states the amount of the sales to be $36,000.00.

Marguerite W. Mankin
Clerk

Filed October 29, 1979

True Copy, Test:
Marguerite W.
Mankin, Clerk
By: Betty M. Comegys
Deputy Clerk

No. 360

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Assignee	*	In the Circuit Court for Queen Anne's County
vs.	*	In Equity
CHARLES A. GREAVES and SHARON A. GREAVES, his wife Mortgagors	*	Chancery No. 6526

FINAL ORDER OF RATIFICATION OF SALE

It is ORDERED, this 4th day of December, 1979, 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.

Judge

DAVID C. BRYAN, Assignee

vs.

CHARLES A. GREAVES, et ux.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 6526

TO THE HONORABLE, THE JUDGE OF SAID COURT:

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

1. That this account is stated at the request of David C. Bryan, Assignee, wherein it appears that the proceeds of sale are sufficient to pay the indebtedness.

2. That in the within account of David C. Bryan, Assignee, he is charged with the proceeds of sale made by him, the interest collected, less the adjustment for taxes; and is allowed thereafter his counsel fee, per mortgage, his commissions for making sale, the several court costs paid and due, the amounts of bond premiums, the advertising costs and the costs of publishing the Order Nisi On sale, the fees for registered mail, the Notary Public fees, the fee of the Auctioneer for crying said sale, the fee of your Auditor, the principal and interest plus late charges due on the mortgage indebtedness, and the balance was directed to be paid to the mortgagors.

Respectfully submitted,

J. Thomas Clark

J. Thomas Clark, Auditor

January 10, 1980

CAUSE NO. 6526

The sale of land reported in this cause by David C. Bryan, Assignee, and vendor of said land.

Dr.

1979 Oct. 26	By proceeds of sale of land, per report of said vendor, to wit:	$36,000.00
	By interest collected, per report of said vendor, to wit:	390.57
	Less tax adjustment	135.71
	By gross proceeds of sale	$36,254.86

Cr.

To David C. Bryan, counsel fee, per mortgage		$ 150.00
To David C. Bryan, his commissions for making said sale		1,969.53
To do., for an amount paid Marguerite W. Mankin, Clerk, for		
1. Advanced filing fee	$50.00	
2. Recording assignment	5.00	55.00
To do., for an amount due Marguerite W. Mankin, Clerk, for		
1. Appearance fee	$10.00	
2. Clerk's additional	71.00	81.00
To do., for an amount due W. M. Freestate Agency, for the bond premiums in this cause		143.00
To do., for amounts paid Queen Anne's Journal, for		
1. Advertising sale	$180.24	
2. Order Nisi On Sale	42.54	222.78
To do., for an amount paid Beverly M. Ringgold, for registered mail		3.45
To do., for an amount due Beverly M. Ringgold, for Notary fees in this cause		4.00
To do., for an amount due Joseph A. Jackson, Jr., Auctioneer, for crying said sale		90.00
To do., for an amount due J. Thomas Clark, Auditor, for		
1. Stating this account	$45.00	
2. Notyfing parties	10.00	55.00

January 10, 1980

J. Thomas Clark

J. Thomas Clark, Auditor

To do., for an amount due The Centreville National Bank of Maryland for total payment of principal, per Statement of Mortgage Indebtedness, in the sum of $30,856.37, plus interest through December 25, 1979, in the sum of $1,650.62, and late charges of $174.70, making a total of	$32,681.69	
To Charles A. Greaves and Sharon A. Greaves, the balance or the sum of	799.41	
	$36,254.86	$36,254.86

January 10, 1980

J. Thomas Clark

J. Thomas Clark, Auditor

DAVID C. BRYAN, Assignee

vs.

CHARLES A. GREAVES, ET UX.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 6526

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on January 10, 1980, the date the audit in the above entitled cause was filed in this Court, that he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

David C. Bryan, Esquire
111 Lawyers Row
Centreville, MD 21617

The Centreville National Bank of Maryland
Centreville, MD 21617

Charles A. Greaves and
Sharon A. Greaves, his wife
Chester, MD 21619

Pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify each of them, that said account was filed on January 10, 1980, with the Clerk of the Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before January 25, 1980, and if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on January 28, 1980.

J. Thomas Clark

J. Thomas Clark, Auditor

FILED
CLERK, CIRCUIT COURT
1980 JAN 10 PM 2:43
QUEEN ANNE'S COUNTY

DAVID C. BRYAN, Assignee	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
	*	No. 6526
CHARLES A. GREAVES and	*	
SHARON A. GREAVES, his wife	*	

NISI RATIFICATION OF AUDIT

ORDERED this 10th day of January, 19 80, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 28th day of January, 19 80, 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. Menkin Clerk

Filed January 10, 1980

LAW OFFICES
CLARK & CLARK
P. O. BOX 208
118 N. COMMERCE STREET
CENTREVILLE, MD. 21617

UPR 11 PAGE 744

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

JAN 2 1979

CENTREVILLE MD. JAN 10 '80

U.S. POSTAGE
0.15
EMPLOYER 12A1445

Mr. & Mrs. Charles A. Greaves

Chester, MD 21619

☐ Addressee unknown

DAVID C. BRYAN, Assignee	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6526
	*	
CHARLES A. GREAVES and	*	
SHARON A. GREAVES, his wife	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 28th day of January, 19 80, by the Court that the account of the Auditor is finally ratified and confirmed, and David C. Bryan, Assignee~~XXXXXXXXX~~ 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 28, 1980

ESC/nl/j/8/2/79/1&2/

LIBER 11 PAGE 746

ERNEST S. COOKERLY, ASSIGNEE Court Street Chestertown, Maryland 21620	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY, MARYLAND
WALTER J. FEHELEY and AUDREY C. FEHELEY, his wife 200 Armour Drive Apt. 136 Houma, Louisiana 70360	* * *	EQUITY NO. 6482

* * * * *

AUG -3-79 * 21474 *****50.00
AUG -3-79 A 321474 *****50.00

ORDER TO DOCKET FORECLOSURE SUIT

Mrs. Clerk:

Will you please docket the above entitled foreclosure suit and file therein the following:

a. Mortgage from Walter J. Feheley and Audrey C. Feheley, his wife, to Florence B. Leach, dated April 5, 1973, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 72, Folio 526, assigned to Ernest S. Cookerly, for foreclosure and collection on August 1, 1979.

b. Statement of Mortgage indebtedness.

c. Non-Military Affidavit.

Ernest S. Cookerly, Assignee

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

MORTGAGE FEE — INDIVIDUAL MORTGAGOR AND MORTGAGEE — CITY OR COUNTY — Form 7016.

No. 71,885
Re. 5D919 RECEIVED FOR RECORD April 9, 1973 3:30 P.M.

THIS MORTGAGE, Made this 5th day of April

in the year nineteen hundred and Seventy-three by and between WALTER J. FEHELEY

and AUDREY C. FEHELEY, his wife,----------

Mortgagors of the County of Kent in the State of Maryland, of the first part, and

FLORENCE B. LEACH,---------- , Mortgagee , of the second part:

Whereas, the said Mortgagors are justly indebted unto the Mortgagee in the full sum of Eight Thousand Five Hundred ($8,500.00) Dollars(being money loaned and advanced by said Mortgagee to said Mortgagors) for which said sum and interest thereon, said mortgagors have passed to said Mortgagee their promisory note bearing even date herewith for said principal sum of Eight thousand five hundred ($8,500.00) Dollars, with interest at the rate of eight percent (8%) per annum, payable in manner and form as follows:

In two hundred forty (240) consecutive monthly installments of Seventy-one Dollars and ten cents ($71.10) each, including interest, payable on the 1st day of each and every month, commencing with the 1st day of May, 1973, and a final installment of Seventy-one dollars and ten cents ($71.10) payable on the 1st day of April, 1993; provided however, that notwithstanding any provision hereof to the contrary, the said mortgagors, at any time, may make advance payments of Seventy-one Dollar and ten cents ($71.10), or in any multiples thereof, at any interest due date, or may pay the whole debt, interest to cease on any amount paid on said principal sum as of date of such principal payments; and provided, however further, that such advance payments shall not postpone

~~Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar,~~

~~the said~~ the date of payment on the next regular consecutive installment, but shall operate only to excellerate the payment of the whole debt.

AND whereas, this mortgage is made to secure the payment of said debt, and the interest thereon, in themanner and the times limited in the

~~do grant and convey unto~~

aforesaid promisory note or any renewal or renewals thereof and the

~~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~~

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 Doller, the said WALTER J. FEHELEY and AUDREY C. FEHELEY, his wife, do grant and convey unto the said FLORENCE B. LEACH, her heirs and assigns, in fee simple.

PARCEL NO. 1:

ALL that piece or parcel of land situate, lying and being in the Second Election District of Queen Anne's County, Maryland, known as Plot "A", 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 parcel of land which was conveyed by Florence B. Leach unto Walter J. Feheley and Audrey C. Feheley, his wife, by deed of even date herewith, and recorded, or intended to be recorded among the Land Records for Queen Anne's County, Maryland immediately prior hereto.

PARCEL NO. 2:

ALL those pieces or parcels of land, situate, lying and being in the Second Election District of Queen Anne's County, Maryland, known as Lot No. 338 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 parcel of land conveyed by Chester Harbor, Inc. unto Florence B. Leach dated August 12, 1966 and recorded, or intended to be recorded

among the Land Records for Queen Anne's County, immediately prior hereto. AND further being the same parcel of land conveyed by Florence B. Leach unto the Mortgagors by deed of even date herewith and recorded or intended to be recorded among the Land Records of Queen Anne's County, Md. immediately prior hereto. SUBJECT, however to the conditions set forth in a deed from Chester Harbor, Inc. unto Florence B. Leach, dated July 28, 1966, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 23, Folio 457.

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 Florence B. Leach, her---------- heirs and assigns, forever.

Provided, that if the said Walter J. Feheley and Audrey C. Feheley, their

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Eight Thousand Five Hundred ($8,500.00)---------- 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 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 Mortgagor hereby also authorize the said Mortgagee, her personal representatives or assigns, or Basil Wadkovsky---------- 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 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 Mortgagee her 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 their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, her personal representatives or assigns, or Basil Wadkovsky 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 Eight Thousand Five Hundred ($8,500.00)---------- dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee, her executors, administrators or assigns, to the extent of her lien or claim hereunder.

Witness the hands and seals of the said Mortgagors.

TEST:

Earl Feheley

Walter J. Feheley Jr. [SEAL]
Walter J. Feheley

Audrey C. Feheley [SEAL]
Audrey C. Feheley

[SEAL]

STATE OF MARYLAND, COUNTY OF KENT, SS:

I HEREBY CERTIFY, That on this 5th day of April, 1973, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared Walter J. Feheley and Audrey C. Feheley, his wife----------

the Mortgagors 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 they executed the same for the purposes therein contained, and in my presence signed and sealed the same. At the same time also appeared Florence B. Leach

and made oath in due form of law that she 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.

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

Earl Feheley
Notary Public

BASIL WADKOVSKY NOTARY PUBLIC KENT COUNTY, MD.

My Commission expires: July 1, 1974.

DOCUMENT NO. 98,970

LIBER 11 PAGE 750

No. REGISTER
Re CLERK, CIR RECEIVED FOR RECORD

1979 AUG -3 AM 10:28

QUEEN ANNE'S COUNTY

Assignment

AUG -3-79 * 21473 ******5.00
AUG -3-79 A 21473 ******5.00

Leasehold Filed under No. 153 folio 91

OF MORTGAGE FROM WALTER J. FEHELEY, SR, AND AUDREY C. FEHELEY, HIS WIFE

TO FLORENCE B. LEACH AS RECORDED IN

LIBER CWC NO. 72 FOLIO 526

MAIL TO To be placed in Equity #6482

ASSIGNMENT

FOR VALUE RECEIVED and default having occurred, Florence B. Leach, does hereby assign the within and aforegoing mortgage to Ernest S. Cookerly, Attorney, for the purpose of foreclosure and collection.

AS WITNESS my hand and seal this 1st day of August, 1979.

Witness:

Nancy Lee Jewell

Florence B. Leach (SEAL)
Florence B. Leach

71, 885

MORTGAGE
FROM
Walter J. Feheley and
Audrey C. Feheley, his wife
TO
Florence B. Leach

BLOCK NO. 50719

Received for Record Aug. 9, 1973, at 3:30 o'clock P. M. Same day recorded in Liber CWC No. 72 Folio 526 &c., Land Records of Queen Anne's County and examined per Charles N. Crouch, Clerk

Cost of Record, $ 10.50 P.M.

LAW OFFICES
Coogler & Wadkowsky
121 COURT STREET
CHESTERTOWN, MARYLAND 21620

ESC/nlj/8/2/79/1&3/

ERNEST S. COOKERLY, ASSIGNEE Court Street Chestertown, Maryland 21620	* *	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY, MARYLAND
WALTER J. FEHELEY and AUDREY C. FEHELEY, his wife 200 Armour Drive Apt. 136 Houma, Louisiana 70360	* * * *	EQUITY NO. 6482

* * * * *

STATEMENT OF MORTGAGE INDEBTEDNESS

The Statement of the Mortgage Claim of Ernest S. Cookerly, Assignee, Court Street, Chestertown, Maryland, under a certain mortgage from Walter J. Feheley and Audrey C. Feheley, his wife, to Florence B. Leach, dated April 5, 1973, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 72, Folio 526, assigned to Ernest S. Cookerly, for foreclosure and collection on August 1, 1979, are as follows:

Balance of unpaid principal	$7,194.91
Interest due to August 5, 1979	239.85
	$7,434.76

Interest will accrue at the rate of
$1.599 per diem from August 5, 1979.

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

I HEREBY CERTIFY, that on this 2nd day of August, 1979, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared ERNEST S. COOKERLY, Assignee for Florence B. Leach, 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 Walter J. Feheley and Audrey C. Feheley, his wife, to Florence B. Leach under the aforementioned mortgage and that neither your Affiant nor the said Florence B. Leach 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 Florence B. Leach to make this oath.

AS WITNESS my hand and Notarial Seal.

Nancy Lee Jewell
Notary Public

NANCY LEE JEWELL
NOTARY PUBLIC
QUEEN ANNE'S CO. MD.

My commission expires:
July 1, 1982.

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

ESC/nlj/8/2/79/1&2/

LIBER 11 PAGE 752

ERNEST S. COOKERLY, ASSIGNEE Court Street Chestertown, Maryland 21620	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY, MARYLAND
WALTER J. FEHELEY and AUDREY C. FEHELEY, his wife 200 Armour Drive Apt. 136 Houma, Louisiana 70360	*	EQUITY NO. 6482

* * * * *

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

I HEREBY CERTIFY, that on this 2nd day of August, 1979, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared ERNEST S. COOKERLY, Attorney for Florence B. Leach, 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

Ernest S. Cookerly, Assignee

Sworn to before me this

2nd day of August, 1979.

Nancy Lee Jewell

Notary Public

My commission expires:

July 1, 1982.

NANCY LEE JEWELL NOTARY PUBLIC QUEEN ANNE'S CO.

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

ESC/nlj/8/2/79/1&2/

Equity 6482

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 Seven Thousand Five Hundred ($7,500.00) 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 2nd day of August, in the year of our Lord, nineteen hundred and seventy-nine.

WHEREAS, the above bounden Ernest S. Cookerly, by virtue of the power contained in a mortgage from Walter J. Feheley and Audrey C. Feheley, his wife. to Florence B. Leach, bearing date the 5th day of April, 1973, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 72, Folio 526, and which was assigned on the 1st day of August, 1979, 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

(SEAL)
Ernest S. Cookerly
PRINCIPAL

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Nancy Lee Jewell

BY: (SEAL)
Ernest S. Cookerly
Attorney-in-Fact

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

ORDER APPROVED AND BOND FILED ON Aug. 3, 1979

LIBER 2 PAGE 303

LIBER 11 PAGE 753

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 303, 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 3rd day of August, Nineteen Hundred and Seventy-nine.

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

ESC/nlj/8/13/79/1&2/

ERNEST S. COOKERLY, ASSIGNEE Court Street Chestertown, Maryland 21620	* *	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY, MARYLAND
WALTER J. FEHELEY and AUDREY C. FEHELEY, his wife 200 Armour Drive Apt. 136 Houma, Louisiana 70360	* * *	EQUITY NO. 6482

* * * * *

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 August 6, 1979, addressed to Mr. and Mrs. Walter J. Feheley, 200 Armour Drive, Apt. 136, Houma, Louisiana 70360, being registered no. 599, return receipt requested, the receipt of which is appended hereto and made a part hereof. Said letter was delivered to the addresses on August 8, 1979, as indicated on the receipt which is appended hereto and made a part hereof.

Ernest S. Cookerly
Attorney Assignee

Subscribed and sworn to before me,
this 13th day of August, 1979.

Nancy Lee Jewell
Notary Public

My commission expires:
July 1, 1982.

RECEIVED
CLERK, CIRCUIT COURT
1979 AUG 14 AM 9:06
QUEEN ANNE'S COUNTY

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

LIBER 11 PAGE 756

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:

Mr. T. Fehely

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
566	—	—

(Always obtain signature of addressee or agent)

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

Audrey T. Fehely

4. DATE OF DELIVERY 8-8-79 | POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: | CLERK'S INITIALS

☆ GOP: 1976—O-203-456

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MARYLAND 21620

ERNEST S. COOKERLY
FLOYD L. PARKS

TELEPHONE
778-2112

September 4, 1979

Mrs. Marguerite Mankin, Clerk
Queen Anne's County
Court House
Centreville, Maryland 21617

Re: Equity No. 6482

Dear Mrs. Mankin:

Please file the enclosed newspaper ad, report of sale and purchasers affidavit in the above referred to case.

Many thanks.

Sincerely yours,

Ernest S. Cookerly

ESC/nlj
Encls.

ESC/nlj/8/29/79/1&2/

LIBER 11 PAGE 758

ERNEST S. COOKERLY, ASSIGNEE Court Street Chestertown, Maryland 21620	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY, MARYLAND
WALTER J. FEHELEY and AUDREY C. FEHELEY, his wife 200 Armour Drive Apt. 136 Houma, Louisiana 70360	* * *	EQUITY NO. 6482

RECEIVED
CLERK, CIRCUIT COURT
1979 SEP -5 AM 9:07
QUEEN ANNE'S COUNTY

* * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of real estate made by Ernest S. Cookerly, Attorney Assignee, respectfully shows:

That default having occurred in the terms of a mortgage from Walter J. Feheley and Audrey C. Feheley, his wife, to Florence B. Leach dated April 5, 1973, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 72, Folio 526, etc., and which said mortgage by assignment was assigned on August 1, 1979, 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 24th day of August, 1979, 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, on the premises at Chester Harbor, in the Second Election District of Queen Anne's County, Maryland, on Saturday, August 24, 1979, 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 Paul Fred Wood and Emma Louise Wood, his wife, at and for the sum of Nine Thousand Two Hundred ($9,200.00) Dollars, said real estate being described as follows:

PARCEL NO. I: All that piece or parcel of land situate, lying and being in the Second Election District of Queen Anne's County, Maryland, known as Plot "A", as shown on a plat entitled "Section No. 1 of Chester Harbor"

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

which said plat is recorded among the Land Records for Queen Anne's County, Maryland, in Liber T.S.P. No. 49, Folio 39.

PARCEL NO. 2: All those pieces or parcels of land situate, lying and being in the Second Election District of Queen Anne's County, Maryland, known as Lot No. 338 as shown on a plat entitled "SECTION NO. I OF CHESTER HARBOR", which said plat is recorded among the Land Records for Queen Anne's County, Maryland, in Liber T.S.P. No. 49, Folio 39.

BEING the same land conveyed by Florence B. Leach unto Walter J. Feheley and Audrey C. Feheley, his wife, by deed dated April 5, 1973, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 72, Folio 524.

SUBJECT to the restrictions contained in a deed from Chester Harbor, Inc. to Florence B. Leach, dated July 28, 1966, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 23, Folio 457.

The purchasers having 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 the sale by the Court.

The Report states the amount of sale to be Nine Thousand Two Hundred ($9,200.00) Dollars.

Respectfully submitted,

Ernest S. Cookerly
Attorney Assignee

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

I HEREBY CERTIFY, that on this 28th day of August, 1979, 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 Dowell
Notary Public

My Commission expires:
July 1, 1982.

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

ESC/nlj/8/29/79/1&2/ LIBER 11 PAGE 760

ERNEST S. COOKERLY, ASSIGNEE Court Street Chestertown, Maryland 21620	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY, MARYLAND
WALTER J. FEHELEY and AUDREY C. FEHELEY, his wife 200 Armour Drive Apt. 136 Houma, Louisiana 70360	*	EQUITY NO. 6482

* * * * *

PURCHASERS AFFIDAVIT

STATE OF MARYLAND, COUNTY OF Queen Anne to wit:

I HEREBY CERTIFY, that on this 31 day of August, 1979, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared PAUL FRED WOOD and EMMA LOUISE WOOD, his wife, purchasers of the Walter J. Feheley and Audrey C. Feheley property in Chester Harbor, Second Election District of Queen Anne's County, Maryland, from the Assignee in this cause and made oath in due form of law:

1. That they are the purchasers and are not agents for anyone.

2. That no others are interested as principals.

3. That they have not directly or indirectly discouraged anyone from bidding for said property.

AS WITNESS my hand and Notarial Seal.

Paul Fred Wood
Paul Fred Wood

Emma Louise Wood
Emma Louise Wood

Sworn to before me this 31st day of August, 1979.

Judith C Conley
Notary Public

My commission expires:
July 1, 1980

JUDITH C. CONLEY NOTARY PUBLIC QUEEN ANNE'S CO.

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

ERNEST S. COOKERLY
ATTORNEY

Assignee's Sale

Friday, August 24, 1979

at 11:00 a.m.

ERNEST S. COOKERLY
ATTORNEY
ASSIGNEE'S SALE

Under and by virtue of a Power of Sale contained in a mortgage from Walter J. Feheley and Audrey C. Feheley, his wife, to Florence B. Leach dated April 5, 1973, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 72, Folio 526, etc., and assigned unto Ernest S. Cookerly, Attorney, on August 1, 1979, for foreclosure and collection (Equity No. 6482), 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, on the premises, on

FRIDAY, AUGUST 24, 1979
AT 11:00 A.M.

The property is improved by a ranch style home with five (5) rooms and one (1) bath, consisting of two (2) bedrooms, living room, dining room, and kitchen. It has central oil heat.

PARCEL NO. 1: All that piece or parcel of land situate, lying and being in the Second Election District of Queen Anne's County, Maryland, known as Plot "A", as shown on a plat entitled "Section No. 1 of Chester Harbor" which said plat is recorded among the Land Records for Queen Anne's County, Maryland, in Liber T.S.P. No. 49, Folio 39.

PARCEL NO. 2: All those pieces or parcels of land situate, lying and being in the Second Election District of Queen Anne's County, Maryland, known as Lot No. 338 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 land conveyed by Florence B. Leach unto Walter J. Feheley and Audrey C. Feheley, his wife, by deed dated April 5, 1973, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 72, Folio 524.

SUBJECT to the restrictions contained in a deed from Chester Harbor, Inc. to Florence B. Leach, dated July 28, 1966, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 23, Folio 457.

TERMS OF SALE: A deposit of Two Thousand Five Hundred ($2,500.00) Dollars in cash or certified check at the time of sale, balanee 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 due to bear interest at the rate of 8 percent per annum from the date of the sale. All taxes, public charges, assessments, etc., to be adjusted as of the 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

Ro-8-8-3t

August 31 19.79

THIS IS TO CERTIFY, That the annexed Foreclosure was inserted in the QUEEN ANNE'S RECORD OBSERVER, a newspaper printed and published in Queen Anne's County, Md., once in each of three successive weeks before the 29 day of August 19.79

By Peggy Dixon

ORDER NISI ON SALE

ERNEST S. COOKERLY, ASSIGNEE vs WALTER J. FEHELEY and AUDREY C. FEHELEY, his wife	In the Circuit Court for Queen Anne's County In Equity Cause No. 6482

ORDERED, this 5th day of September, 19 79, that the sale of the real property, made and reported in this cause by Ernest S. Cookerly, Attorney Assignee, be ratified and confirmed, on or after the 8th day of October, 19 79, 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 October, 19 79.

The report states the amount of sales to be $ 9,200.00.

Marguerite W. Mackie Clerk

Filed September 5, 1979

ESC/nlj/8/29/79/1&2/

ERNEST S. COOKERLY, ASSIGNEE Court Street Chestertown, Maryland 21620	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY, MARYLAND
WALTER J. FEHELEY and AUDREY C. FEHELEY, his wife 200 Armour Drive Apt. 136 Houma, Louisiana 70360	* * *	EQUITY NO. 6482

* * * * *

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. Walter J. Feheley and Audrey C. Feheley, his wife, and that the property was sold on August 24, 1979, to Paul Fred Wood and Emma Louise Wood, his wife, for Nine Thousand Two Hundred ($9,200.00) Dollars.

AS WITNESS my hand and seal, this 6th day of Sept., 1979.

Witness:

Mary E. Dixon

Norman L. Dixon (SEAL)
Norman Dixon
Auctioneer

1979 SEP 11 AM 8 54
QUEEN ANNE'S COUNTY
CLERK, CIRCUIT COURT

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

ERNEST S. COOKERLY, Assignee	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	QUEEN ANNE'S COUNTY, MARYLAND
WALTER J. FEHELEY and AUDREY C. FEHELEY	*	Equity No. 6482

* * * *

CLAIM TO SURPLUS EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Comes now Union Trust Company of Maryland, by its attorney, David M. Williams and makes claim to the surplus proceeds of sale of this foreclosure action and for cause says:

1. That the Union Trust Company of Maryland has obtained and/or is about to obtain a judgment against Walter J. Feheley and Audrey C. Feheley, his wife, in a law action filed in the Circuit Court for Queen Anne's County, Maryland, and docketed as law no. 4057.

2. That said action (law no. 4057) has not been reduced to judgment as of this time because the said Defendants in said action, as well as in this action, reside in the State of Louisiana and have until July 20 1979, effectively avoided service of process in said law action

3. That personal service was had upon said Defendants in the aforesaid law action in the State of Louisiana on July 20, 1979.

4. That it is anticipated that said Defendants will fail to appear in this Court to answer said law action

within sixty days of service (September 18, 1979) which would as of September 19, 1979 entitle your Claimant unto a judgment against said Respondents herein in the amount of $1,942.10 plus attorneys fees of fifteen percent and costs.

5. That the statement of indebtedness filed in these foreclosure proceedings reflect an indebtedness at the time of foreclosure in the amount of $7,434.76. The record in this proceeding reflects the sale under the foreclosure proceedings to be in the amount of $9,200.00, which took place on August 24, 1979.

6. That eventhough a judgment has not been entered in law no. 4057, the said Respondents are still truly and justly indebted unto the Union Trust Company of Maryland in law no. 4057 in the amount of $1,942.10, plus attorney fees of fifteen percent and costs, as is more particularly set forth in an affidavit of agent of said creditor, attached hereto, and intended to be made a part hereof.

7. That in view thereof, the proceeds of sale of this foreclosure proceeding are believed to be in excess of that required to satisfy the usual and necessary expenses incident to this foreclosure proceeding in addition to any liens against the subject real property which are senior to this Claimant.

WHEREFORE, your Claimant prays this Honorable Court enter an Order directing the Court Auditor,

1. In stating his account to allow the claim of The Union Trust Company of Maryland, according to law and according to the priority of its judgment lien after satisfaction of senior claims, if any, and the

necessary and usual expenses incident to sale of the subject property.

2. Or, in the alternative, to delay said audit and ratification thereof until such time as The Union Trust Company of Maryland has had a reasonable time to reduce its claim to judgment.

3. And for such other and further relief as your Claimant shall be entitled to.

David M. Williams
Attorney for The Union Trust
Company of Maryland
P.O. Box 269
Chestertown, Maryland 21620
Telephone: 778-4096

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 17 day of Sept, 1979, a copy of the aforegoing Claim to Surplus Equity of Redemption, was mailed to Ernest S. Cookerly, Esquire, Court Street, Chestertown, Maryland 21620.

David M. Williams

ERNEST S. COOKERLY, Assignee	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	QUEEN ANNE'S COUNTY, MARYLAND
WALTER J. FEHELEY and AUDREY C. FEHELEY	*	Equity No. 6482

* * * * *

AFFIDAVIT

STATE OF MARYLAND
to wit:
COUNTY OF KENT

Before me, the subscriber, a Notary Public of the State of Maryland, County of Kent, personally appeared M. ELIZABETH GRABENSTEIN, who made oath in due form of law that she is Assistant Manager for The Union Trust Company of Maryland and that WALTER J. FEHELEY and AUDREY C. FEHELEY, his wife, are justly and truly indebted unto The Union Trust Company of Maryland as of September 17, 1979, in the amount of $1,942.10 plus attorneys fees equal to fifteen percent of said indebtedness and cost of suit in an action filed in the Circuit Court for Queen Anne's County, Maryland and docketed as law no. 4057, and further, that she has personal knowledge of said indebtedness and is competent to testify thereto, and further, that said WALTER J. FEHELEY and AUDREY C. FEHELEY, his wife, are not members of any branch of the military service of the United States of America, all to the best of her information, knowledge and belief.

Patricia O. Jones
Notary Public

My Commission Expires:
July 1, 1982

ERNEST S. COOKERLY, Assignee	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	QUEEN ANNE'S COUNTY, MARYLAND
WALTER J. FEHELEY and AUDREY C. FEHELEY	*	Equity No. 6482

* * * * *

ORDER

Upon the Claim to Surplus Equity of Redemption filed by The Union Trust Company of Maryland, it is this _____ day of _____, 1979, by the Circuit Court for Queen Anne's County, Maryland,

ORDERED, that the Court Auditor for Queen Anne's County, Maryland, in stating his account, shall allow the claim of The Union Trust Company of Maryland, in accordance with the law and its proper priority.

_____
JUDGE

ERNEST S. COOKERLY, Assignee	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	QUEEN ANNE'S COUNTY, MARYLAND
WALTER J. FEHELEY and AUDREY C. FEHELEY	*	Equity No. 6482

* * * * * *

CLAIM TO SURPLUS EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Comes now Union Trust Company of Maryland, by its attorney, David M. Williams and makes claim to the surplus proceeds of sale of this foreclosure action and for cause says:

1. That the Union Trust Company of Maryland has obtained a judgment against Walter J. Feheley and Audrey C. Feheley, his wife, in a law action filed in the Circuit Court for Queen Anne's County, Maryland, and docketed as law no. 4057.

2. That the statement of indebtedness filed in these foreclosure proceedings reflect an indebtedness at the time of foreclosure in the amount of $7,434.76. The record in this proceeding reflects the sale under the foreclosure proceedings to be in the amount of $9,200.00, which took place on August 24, 1979.

3. That a judgment has been entered in law no. 4057, against said Respondents in law no. 4057 in the amount of $1,942.10, plus attorney fees of fifteen percent and costs, as is more particularly set forth in an affidavit of agent of said creditor, attached hereto, and intended to be made a part hereof.

4. That in view thereof, the proceeds of sale of this foreclosure proceeding are believed to be in excess of that required to satisfy the usual and necessary expenses incident to this foreclosure proceeding in

addition to any liens against the subject real property which are senior to this Claimant.

WHEREFORE, your Claimant prays this Honorable Court enter an Order direction the Court Auditor,

1. In stating his account to allow the claim of The Union Trust Company of Maryland, according to law and according to the priority of its judgment lien after satisfaction of senior cliams, if any, and the necessary and usual expenses incident to sale of the subject property.

2. Anf for such other and further relief as your Claimant shall be entitled to.

David M. Williams
Attorney for the Union Trust
Company of Maryland
P.O. Box 269
Chestertown, Maryland 21620
Telephone: 778-4096

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 9 day of October, 1979, a copy of the aforegoing Claim to Surplus Equity of Redemption, was mailed to Ernest S. Cookerly, Esquire, Court Street, Chestertown, Maryland 21620.

David M. Williams

ORDER NISI
ON SALE

ERNEST S. COOKERLY,
ASSIGNEE
VS.
WALTER J. FEHELEY
and
AUDREY C. FEHELEY,
his wife
IN THE CIRCUIT COURT
FOR QUEEN ANNE'S
COUNTY
IN EQUITY
Cause No. 6482

ORDERED, this 5th day of September, 1979, that the sale of the real property, made and reported in this cause by Ernest S. Cookerly, Attorney Assignee, be ratified and confirmed, on or after the 8th day of October, 1979, 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 October, 1979.

The report states the amount of sales to be $9,200.00

MARGUERITE W. MANKIN, clerk
TRUE COPY, TEST:
MARGUERITE W. MANKIN, clerk
BY: Pauline W. Thomas
Deputy Clerk
Filed September 5, 1979

ro-9-12-3t

OCTOBER 18 1979

THIS IS TO CERTIFY, That the annexed

ORDER NISI ON SALE ..... was inserted in the **QUEEN ANNE'S RECORD OBSERVER,** a newspaper printed and published in Queen Anne's County, Md., once in each of ..THREE..... successive weeks before the ..27th..... day of ..SEPTEMBER 19 79

By Dale VanZant

RECEIVED
CLERK'S OFFICE
1979 OCT 22 AM 9:43
QUEEN ANNE'S COUNTY

ESC/nlj/10/17/79/1&2/

LIBER 11 PAGE 772

ERNEST S. COOKERLY, ASSIGNEE	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY, MARYLAND
WALTER J. FEHELEY and AUDREY C. FEHELEY, his wife	*	EQUITY NO. 6482
	*	

* * * * *

FINAL ORDER OF RATIFICATION

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 1st day of November, 1979, 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 to the auditor.

Payson E. Porter

JUDGE

RECORDED
CLERK OF CIRCUIT COURT
1979 NOV -1 PM 2 37
QUEEN ANNE'S COUNTY

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

ESC/nlj/11/1/79/1&1/

ERNEST S. COOKERLY	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY, MARYLAND
WALTER J. FEHELEY and AUDREY C. FEHELEY, his wife	*	EQUITY NO. 6482
	*	

* * * * *

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 was a one story residence in exceedingly run down condition.

2. That the real estate was located in Chester Harbor Subdivision, Chestertown, Maryland, and the sale was conducted on the premises.

3. That the auctioneer, Norman Dixon, traveled to Chester Harbor for the purpose of conducting the sale.

4. That the real estate was sold for Nine Thousand Two Hundred ($9,200.00) Dollars and the minimum fee allowed under Local Rule 1300 would amount to Twenty-five ($25.00) Dollars. That your Petitioner and auctioneer feel that the minimum fee allowed under Local Rule 1300 is inadequate.

5. That the auctioneer, Norman Dixon, and your Petitioner are of the opinion that One Hundred Twenty-five ($125.00) Dollars would be a fair compensation for the services rendered.

6. That your Petitioner hereby requests that this Honorable Court pass an Order authorizing your Petitioner to pay the sum of One Hundred Twenty-five ($125.00) Dollars to Norman Dixon for his services.

AND, as in duty bound, etc.

Ernest S. Cookerly, Attorney Assignee

RECEIVED
CLERK, CIRCUIT COURT
1979 NOV -2 AM 8:57
QUEEN ANNE'S COUNTY

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 1st day of November, 1979, 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 Jewell
Notary Public

My commission expires:
July 1, 1982.

ORDER OF COURT

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 6th day of November, 1979, that the fees for the auctioneer, Norman Dixon, in the amount of One Hundred Twenty-five ($125.00) Dollars is hereby approved as a proper expense of the sale of the real estate.

JUDGE

CLERK OF CIRCUIT COURT
1979 NOV -6 AM 11:30
QUEEN ANNE'S COUNTY

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

Centreville, Md. DEC 31 19 79

We Hereby Certify

That the annexed advertisement of

NOTICE TO CLAIMANTS

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 14th day of JANUARY 19 80

And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 14th day of November 19 79, and the last insertion on the 28th day of NOVEMBER 19 79.

Publishers, Record Observer

Per Dale Van Zant

1979 DEC 31 PM 2:37

QUEEN ANNE'S COUNTY

ERNEST S. COOKERLY,
ASSIGNEE
VS.
WALTER J. FEHELEY
AND
AUDREY C. FEHELEY,
HIS WIFE

IN THE CIRCUIT
COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
No. 6482

NOTICE TO CLAIMANTS

Pursuant to the rule of the Circuit Court for Queen Anne's County, NOTICE IS HEREBY GIVEN to the mortgagor, judgment creditors, other lienors and assignees of the mortgagor, and all persons claiming an interest in the equity of redemption, of the real estate of Walter J. Feheley and Audrey C. Feheley, his wife, warning them to file their claims, with the proper vouchers thereof, with the Clerk of Court, at the Court House, in Centreville, Maryland, on or before the 14th day of January, 1980, otherwise they be excluded from participating in the distribution of the surplus proceeds of sale of the mortgaged property; provided a copy of this notice by inserted in some newspaper published in the County aforesaid once in each of three successive weeks before the 14th day of December, 1979.

J. Thomas Clark
Auditor of the
Circuit Court for
Queen Anne's County
RO11-14-3t

ERNEST S. COOKERLY, ASSIGNEE

vs.

WALTER J. FEHELEY and
AUDREY C. FEHELEY, his wife

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
No. 6482

MOTION FOR FEE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of J. Thomas Clark, Auditor, in this cause, respectfully represents:

1. That the total amount in this sale is the sum of $9,200.00.

2. That it will take approximately four hours to go over this account and to state the same.

3. That your Auditor performed extra services, to wit: In compliance with the Rules of the Second Judicial Circuit Of Maryland, W75 2 (i) he prepared and had inserted in the newspaper the required Notice To Claimants.

4. That in view of the services already performed by your Auditor and of what has to be done in stating this account, your Auditor feels he should be allowed a fee of $65.00.

WHEREFORE, your Auditor prays;

That the Court pass an Order allowing him the sum of $65.00 for his services as Auditor in this cause.

Respectfully submitted,

J. Thomas Clark
J. Thomas Clark, Auditor

ORDER OF COURT

UPON the aforegoing Motion For Fee of the Auditor, it is this 9th day of January, 1980, by the Circuit Court for Queen Anne's County, in Equity, ORDERED that J. Thomas Clark, Auditor, be allowed an Auditor's fee of $65.00; ~~and Ernest S. Cookerly, Assignee, shall have until the _____ day of _____, 1980 to file an~~ exception to said fee ~~with the Circuit Court for Queen Anne's County~~ subject to being filed by any interested party.

Ceylon C. Carter
JUDGE

ERNEST S. COOKERLY, Assignee

VS.

WALTER J. FEHELEY and
AUDREY C. FEHELEY, his wife

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 6482

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 principal and interest due.

2. That in the within account of Ernest S. Cookerly, Assignee, he is charged with the proceeds of sale made by him, and the interest collected; and is allowed thereafter his counsel fee, per mortgage, his commissions for making sale,, the several court costs paid and due, the bond premium in this cause, amount paid for taxes on the real property in this cause, the several advertising costs and the costs of publishing the Order Nisi On Sale and the Notice to Claimants by the Auditor, the Auctioneer's fee, per Order of Court, Notary Public fees, and fees for registered mail, the fee of your Auditor, per Order of Court, the principal and interest due the Mortgagee, and the balance was directed to be paid on the claim filed in this cause to the surplus proceeds.

Respectfully submitted,

J. Thomas Clark

J. Thomas Clark, Auditor

January 16, 1980

CAUSE NO. 6482

The sale of land reported in this cause by Ernest S. Cookerly, Assignee, and vendor of said land.

Dr.

1979 Aug. 24	By Proceeds of sale of land, per report of said Assignee	$9,200.00
	By interest on balance of purchase price, per report of Assignee	108.67
	By gross proceedings of sale	$9,308.67

Cr.

To Ernest S. Cookerly, counsel fee, per mortgage			$ 50.00
To Ernest S. Cookerly, his commissions for making said sale			610.00
To do., for an amount paid Marguerite W. Mankin, Clerk, for:			
1. Advanced filing fee	$50.00		
2. Recording assignment	5.00		55.00
To do., for an amount due Marguerite W. Mankin, Clerk, for:			
1. Appeaance fee	$10.00		
2. Clerk's additional	95.00		105.00
To do., for an amount due Hogans Agency, for the bond premium in this cause			30.00
To do., for an amount paid Treasurer of Queen Anne's County, for real estate taxes in this cause			23.37
To do., for amounts paid Queen Anne's Record-Observer, for:			
1. Advertising sale	$128.00		
2. Order Nisi On Sale	39.00		
3. Notice To Claimants	43.00		210.00
To do., for an amount due Norman Dixon, Auctioneer, for cyring said sale, per Order of Court			125.00
To do., for an amount due Nancy Lee Jewell, for Notary fees in this cause			6.00
To do., for an amount due Ernest S. Cookerly, for reimbursement for registered mail in this cause			3.60

January 16, 1980

J. Thomas Clark

J. Thomas Clark, Auditor

To do., for an amount due J. Thomas Clark, Auditor, per Order of Court	$ 65.00	
To Florence B. Leach for total payment on principal per Statement of Debt, in the sum of $7,194.91, plus interest through 60 days after sale, in the sum of $366.17, making a total of	7,561.08	
To Union Trust Company of Maryland, per its claim to surplus proceeds filed in this cause, the balance or the sum of	464.62	
	$9,308.67	$9,308.67

January 16, 1980

J. Thomas Clark

J. Thomas Clark, Auditor

ERNEST S. COOKERLY, Assignee

vs.

WALTER J. FEHELEY and
AUDREY C. FEHELEY, his wife

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 6482

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on January 16, 1980, the date the audit in this 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
Chestertown, MD 21620

Walter J. Feheley and
Audrey C. Feheley
200 Armour Drive, Apt. 136
Houma, Louisiana 70360

Florence B. Leach
Chestertown, MD 21620

Union Trust Company of Maryland
Chestertown, MD 21620

David M. Williams, Esquire
P. O. Box 269
Chestertown, MD 21620

Pursuant to Rule 595, Sec. G, Maryland Rules of Procedure, notify each of them, that said account was filed on January 16, 1980, with the Clerk of the Circuit Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before January 31, 1980, and if no exceptions are filed within such fifteen-day period, the account may thereupon be ratified on February 1, 1980.

J. Thomas Clark

J. Thomas Clark, Auditor

ERNEST S. COOKERLY, Assignee	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6482
WALTER J. FEHELEY, et ux.	*	
	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 16th day of January, 1980, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 1st day of February, 1980, 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 January 16, 1980

	*	IN THE CIRCUIT COURT
ERNEST S. COOKERLY, Assignee	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6482
	*	
WALTER J. FEHELEY, et ux.	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 4th day of February, 19 80, by the Court that the account of the Auditor is finally ratified and confirmed, and Ernest S. Cookerly, Assignee, is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Marguerite H. Wanker Clerk

Filed February 4, 1980

MCCAULEY JOBES, JESSIE JOBES, JANET ADAMS and RUTH GAINES, all of Chester, Maryland 21619, and Richard H. McBurrows 3403 Cohasset Avenue Annapolis, Maryland 21403, PLAINTIFFS vs. CLAUDIA M. DUSON, PERSONAL REPRESENTATIVE OF THE ESTATE OF RUTH MCDANIEL, deceased, c/o Edward Turner, Resident Agent 109 Lawyers Row Centreville, Maryland 21617, HENRY POLLARD, Chester, Maryland 21619, ROBERT POLLARD, Chester, Maryland 21619, WILLIAM POLLARD, 1832 Montrose Street, Philadelphia, Pennsylvania, and CATHERINE M. HIGDON, P.O. Box 24, Wye Mills, Maryland 21679, PERSONAL REPRESENTATIVE OF THE ESTATE OF JAMES GHERVIN JOBES, deceased, and the UNKNOWN HEIRS OF JOHN W. JOBES, late of Queen Anne's County, Maryland, deceased, DEFENDANTS	*	IN THE CIRCUIT COURT FOR MAY 22-79 * 28602 *****50.00 MAY 22-79 A 928602 *****50.00 QUEEN ANNE'S COUNTY IN EQUITY CAUSE NO. 6423

CLERK'S
1979 MAY 22 PM 4:00
QUEEN ANNE'S COUNTY

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, complaining, say:

1. That John W. Jobes died intestate more than fifty (50) years ago, a resident of Queen Anne's County, Maryland, seized and possessed in fee simple of the following described real estate situate in Queen Anne's County, Maryland:

ALL that lot or parcel of land situate, lying and being in the Fourth Election District of Queen Anne's County, in the State of Maryland, known as the John W. Jobes Property, lying in New Town in Crab Alley Neck, consisting of the two following described lots of land:

Lot No. 1: ALL that lot of land lying in New Town nearly opposite the residence of or formerly of Captain James E. Kirwan's heirs (as enclosed on November 14, 1895) bounded on the east by part of the former Susan Watkins lot, on the north by the lot formerly of Morgan Dunn and on the west by a lane dividing New Town from the former Jacob S. Baxter property, containing one-fourth (1/4 A) of an acre of land, more or less; BEING the same and all of the land which was granted to John W. Jobes by Elizabeth Meredith, by deed dated November 14, 1895 and recorded among the land records of Queen Anne's County in Liber W.H.C. No. 3, folio 563; and

Lot No. 2: ALL that lot of land which is described as follows: Beginning at the southeast corner of the lot formerly of Morgan Dunn at a boundary and running westerly 206 feet until it strikes the above described land of John W. Jobes acquired from Elizabeth Meredith; thence southerly 105 feet to a boundary on a line of said land of John W. Jobes; thence easterly 206 feet until it strikes the lane leading by the land formerly of Samuel Watkins and others at a boundary; thence northerly with said lane 105 feet to the place of beginning, containing one-half (1/2 A) of an acre of land, more or less; BEING the same and all of the land which was granted to John Jobes by Susan Watkins by deed dated June 13, 1895 and recorded in said Liber W.H.C. No. 3, folio 518.

Copies of the said deeds marked "Plaintiffs' Exhibit A" (for Lot 1) and "Plaintiffs' Exhibit B" (for Lot 2) are filed herewith and prayed to be taken as parts hereof.

2. That said lands have been surveyed as one parcel by J. R. McCrone, Jr., Inc., on May 21, 1976, the plat of said survey being filed herewith marked "Plaintiffs' Exhibit C" and thereby described as follows:

BEGINNING FOR THE SAME at an iron pipe set at the intersection of the division line between the lands of James Lynch (see A.S.G. Jr. 6/553) and the herein described lands with the westernmost right-of-way line of the county maintained lane leading to Newtown Road;

THENCE, leaving said beginning point so fixed and the aforesaid lane and binding on the division line between the Lynch lands and the herein described lands, North 72° 52' 49" West 198.05 feet to a granite stone found at the intersection of the division line between the Lynch lands, the lands of Henry C. Pollard (see T.S.P. 64/350) and the herein described lands;

THENCE, leaving the Lynch lands and binding on the division line between the Pollard lands and the herein described lands, North 72° 52' 49" West 63.20 feet to an iron pipe set in the easternmost side of Newtown Road leading to Maryland Route 552;

THENCE, leaving the Pollard lands and binding on the side of Newtown Road along the arc of a curve to the right a distance of 104.78 feet, said curve having a radius of 255.94 feet and scribed by a chord of North 18° 44' 11" East 104.05 feet to an iron pipe set at the intersection of the division line between the lands of Gilmore Green (see C.W.C. 8/389) and the herein described lands with the aforesaid Newtown Road right-of-way;

THENCE, leaving Newtown Road and binding on the division line between the Green lands and the herein described lands, along a line of possession, South 72° 52' 29" East 256.42 feet to an iron pipe set in the aforementioned westernmost side of the county maintained lane leading to Newtown Road;

THENCE, leaving the Green lands and binding on said lane, South 16° 04' 41" West 104.00 feet to the place of beginning. Containing in all 0.626 acres of land, more or less.

3. That said John W. Jobes left surviving him as his only heirs his four children, McCauley Jobes and Jessie Jobes, two of the Plaintiffs, and two daughters, Nora Pollard and Ruth McDaniel.

4. That said Nora Pollard died intestate about 50 years ago, a resident of Queen Anne's County, leaving surviving her as her only heirs her five (5) sons, namely:

James Ghervin Jobes, who died on or about December 3, 1971, a resident of Queen Anne's County , Catherine M. Higdon, one of the Defendants, having qualified as Personal Representative of his Estate, as appears by a certificate of the Register of Wills of Queen Anne's County which is filed herewith, marked "Plaintiffs' Exhibit D";

Robert Pollard, one of the Defendants;

Henry Pollard, one of the Defendants;

William Pollard, one of the Defendants, and

Leo Pollard, who died intestate about 25 years ago, a resident of Queen Anne's County, leaving surviving him as his only heirs his two (2) daughters, Janet Adams and Ruth Gaines, two of the Plaintiffs.

5. That said Ruth McDaniel died on or about February 21, 1975, Claudia M. Duson, one of the Defendants, having qualified as Personal Representative of her Estate, as appears by a certificate of the Register of Wills of Queen Anne's County which is filed herewith, marked "Plaintiffs' Exhibit E".

6. That there has been no administration, so far as is known to your orators, upon any of the estates of John W. Jobes, Nora Pollard and Leo Pollard, deceased.

7. That the above described land cannot be divided without loss or injury to the parties entitled thereto.

8. That McCauley Jobes, Jessie Jobes, Janet Adams and Ruth Gaines, four of the Plaintiffs, have agreed to sell the above described real estate to Richard H. McBurrows, one of the Plaintiffs, for Five Thousand Dollars ($5,000.00), subject to the approval of this Honorable Court in these proceedings, by Contract of Sale dated April 26, 1979 which is filed herewith marked "Plaintiffs' Exhibit F".

9. That your Orators are advised and aver that the proposed private sale would be advantageous to all parties entitled to said real estate, inasmuch as Five Thousand Dollars ($5,000.00) is a good price for said property and a public sale would involve uncertainty and expense.

TO THE END, THEREFORE:

(A) That the proposed private sale to Richard H. McBurrows for Five Thousand Dollars ($5,000.00) of the real estate hereinabove described be approved, ratified and confirmed;

(B) That a Trustee be appointed to make said private sale and conveyance to said purchaser, upon compliance by the purchaser with all terms and conditions of said contract of sale, and to divide the proceeds of sale, after deducting proper costs, among the parties entitled;

(C) That an Order of Publication be issued against the Unknown Heirs of John W. Jobes, deceased, and an order passed for a copy thereof to be posted on said property;

(D) That a notice to the creditors of the estates of John W. Jobes, Nora Pollard and Leo Pollard be duly published advising them to file their respective claims, on or before a specified date, with the Clerk of this Court, to be filed in these proceedings.

(E) And for such other and further relief as your Orators' case may require.

Howard Wood

(Howard Wood)
Attorney for Plaintiffs
119 Lawyers Row
Centreville, Maryland 21617
Telephone: 301-758-1460

MCCAULEY JOBES, ET AL.,	*	In the Circuit Court for
PLAINTIFFS	*	
VS.	*	Queen Anne's County
CLAUDIA M. DUSON, ETC., ET AL.,	*	in Equity
DEFENDANTS	*	Cause No. 6423

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Catherine M. Higdon, Personal Representative of the Estate of James Ghervin Jobes, deceased, to the Bill of Complaint filed in this cause respectfully shows:

This Defendant admits the matters and facts set forth in each and every paragraph of the Bill of Complaint and consents to the appointment of a trustee for sale of real estate and other relief sought by said bill.

And as in duty bound, etc.

Catherine M. Higdon
(Catherine M. Higdon)
Personal Representative of the
Estate of James Ghervin Jobes, dec'd.

I HEREBY CERTIFY that on this 22ND day of May, 1979, I delivered a copy of the aforegoing Answer to the office of Howard Wood, as attorney for Plaintiffs, 119 Lawyers Row, Centreville, Maryland 21617.

Catherine M. Higdon
(Catherine M. Higdon)

LIBER 11 PAGE 788

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: June Return Day

File No. 6423

Docket C.W.C. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

[redacted], GREETING:

You are hereby commanded to summon

CLAUDIA M. DUSON, Personal Representative of the Estate of Ruth McDaniel, deceased

SERVE ON:
Edward Turner, Resident Agent
109 Lawyers Row
Centreville, Maryland 21617

of Queen Anne's County, to the Circuit Court for Queen Anne's County,

on the FIRST MONDAY of June, next to answer an action at the

suit of **McCAULEY JOBES, JESSIE JOBES, JANET ADAMS and RUTH GAINES, all of Chester, Maryland 21619, and RICHARD H. McBURROWS, 3403 Cohasset Avenue, Annapolis, MD 21403**

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 22nd day of May, 19 79.

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: Howard Wood
Address: 119 Lawyers Row, Centreville, MD 21617
Telephone: 301-758-1460

Name:

Address:

Marguerite H. Maakes
Clerk

Copy of summons and proceedings 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: June Return Day

File No. 6423

Docket CWC #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

GREETING:

You are hereby commanded to summon

WILLIAM POLLARD
1832 Montrose Street
Philadelphia, Pennsylvania

to the Circuit Court for Queen Anne's County,

on the FIRST MONDAY of June, next to answer an action at the

suit of **McCAULEY JOBES, JESSIE JOBES, JANET ADAMS and RUTH GAINES,**
All of Chester, Maryland 21619,
and
RICHARD H. McBURROWS, 3403 Cohasset Avenue, Annapolis, MD 21403

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 22nd day of May, 19 79.

TO THE PERSON(S) SUMMONED:

Personal attendance in court on the day named in the summons is not required; you have SIXTY days from **date of service** 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: Howard Wood
119 Lawyers Row
Address: Centreville, MD 21617
Telephone: 301-758-1460

Name:

Address:

Marguerite H. Makin
Clerk

Copy of summons and proceedings 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

EHP 33 790

MCCAULEY JOBES, ET AL., PLAINTIFFS	*	In the Circuit Court for Queen Anne's County in Equity
VS.	*	
CLAUDIA M. DUSON, ETC., ET AL., DEFENDANTS	*	Cause No. 6423

ORDER OF COURT

ORDERED, this 23rd day of May, 1979, by the Circuit Court for Queen Anne's County in Equity that an Order of Publication be issued against the Unknown Heirs of John W. Jobes, deceased, and that the Sheriff set up a copy of said Order of Publication upon the land (as provided in Maryland Rule 111 (a)) and thereafter file his certificate in this cause proving the fact and date of posting.

Taylor D. Carter
JUDGE

In the Circuit Court for

Queen Anne's County

in Equity

Cause No. 6423

McCauley Jobes, Jessie Jobes, Janet Adams and Ruth Gaines, all of Chester, Maryland 21619, and
Richard H. McBurrows, 3403 Cohasset Avenue, Annapolis, Maryland 21403,

PLAINTIFFS

VS.

Claudia M. Duson, Personal Representative of the Estate of Ruth McDaniel, deceased, c/o Edward Turner, Resident Agent, 109 Lawyers Row, Centreville, Maryland 21617,
Henry Pollard, Chester, Maryland 21619,
Robert Pollard, Chester, Maryland 21619,
William Pollard, 1832 Montrose Street, Philadelphia, Pennsylvania, and
Catherine M. Higdon, P.O. Box 24, Wye Mills, Maryland 21679, Personal Representative of the Estate of James Ghervin Jobes, deceased, and the
Unknown Heirs of John W. Jobes, late of Queen Anne's County, Maryland, deceased,

DEFENDANTS

ORDER OF PUBLICATION

This is to give notice that on the day of 1979, a Bill of Complaint was filed in the Circuit Court for Queen Anne's County by the above named Plaintiffs against the above named Defendants. The Bill of Complaint alleges in substance that John W. Jobes died intestate more than fifty (50) years ago, a resident of Queen Anne's County, Maryland, seized and possessed in fee simple of the following described real estate situate in Queen Anne's County, Maryland: ALL that lot or parcel of land situate, lying and being in the Fourth Election District of Queen Anne's County, in the State of Maryland, known as the John W. Jobes Property, lying in New Town in Crab Alley Neck, consisting of the two following described lots of land: Lot No. 1: ALL that lot of land lying in New Town nearly opposite the residence of or formerly of Captain James E. Kirwan's heirs (as enclosed on November 14, 1895) bounded on the east by part of the former Susan Watkins lot, on the north by the lot formerly of Morgan Dunn and on the west by a lane dividing New Town from the former Jacob S. Baxter property, containing one-fourth (1/4 A) of an acre of land, more or less; BEING the same and all of the land which was granted to John W. Jobes by Elizabeth Meredith, by deed dated November 14, 1895 and recorded among the land records of Queen Anne's County in Liber W.H.C. No. 3, folio 563; and Lot No. 2: ALL that lot of land

which is described as follows: Beginning at the southeast corner of the lot formerly of Morgan Dunn at a boundary and running westerly 206 feet until it strikes the above described land of John W. Jobes acquired from Elizabeth Meredith; thence southerly 105 feet to a boundary on a line of said land of John W. Jobes; thence easterly 206 feet until it strikes the lane leading by the land formerly of Samuel Watkins and others at a boundary; thence northerly with said lane 105 feet to the place of beginning, containing one-half (1/2 A) of an acre of land, more or less; BEING the same and all of the land which was granted to John Jobes by Susan Watkins by deed dated June 13, 1895 and recorded in said Liber W.H.C. No. 3, folio 518. That said lands have been surveyed as one parcel by J. R. McCrone, Jr., Inc. on May 21, 1976 and described as follows: BEGINNING FOR THE SAME at an iron pipe set at the intersection of the division line between the lands of James Lynch (see A.S.G. Jr. 6/553) and the herein described lands with the westernmost right-of-way line of the county maintained lane leading to Newtown Road; THENCE, leaving said beginning point so fixed and the aforesaid lane and binding on the division line between the Lynch lands and the herein described lands, North 72° 52' 49" West 198.05 feet to a granite stone found at the intersection of the division line between the Lynch lands, the lands of Henry C. Pollard (see T.S.P. 64/350) and the herein described lands; THENCE, leaving the Lynch lands and binding on the division line between the Pollard lands and the herein described lands, North 72° 52' 49" West 63.20 feet to an iron pipe set in the easternmost side of Newtown Road leading to Maryland Route 552; THENCE, leaving the Pollard lands and binding on the side of Newtown Road along the arc of a curve to the right a distance of 104.78 feet, said curve having a radius of 255.94 feet and scribed by a chord of North 18° 44' 11" East 104.05 feet to an iron pipe set at the intersection of the division line between the lands of Gilmore Green (see C.W.C. 8/389) and the herein described lands with the aforesaid Newtown Road right-of-way; THENCE, leaving Newtown Road and binding on the division line between the Green lands and the herein described lands, along a line of possession, South 72° 52' 29" East 256.42 feet to an iron pipe set in the aforementioned westernmost side of the county maintained lane leading to Newtown Road; THENCE, leaving the Green lands and binding on said lane, South 16° 04' 41" West 104.00 feet to the place of beginning. Containing in all 0.626 acres of land, more or less. That said John W. Jobes left surviving him as his only heirs his four children, McCauley Jobes and Jessie Jobes, two of the Plaintiffs, and two daughters, Nora Pollard and Ruth McDaniel. That said Nora Pollard died intestate about 50 years ago, a resident of Queen Anne's County, leaving surviving her as her only heirs her five (5) sons, namely: James Ghervin Jobes, who died on or about December 3, 1971, a resident of Queen Anne's County, Catherine M. Higdon, one of the Defendants, having qualified as Personal Representative of his Estate; Robert Pollard, one of the Defendants; Henry Pollard, one of the Defendants; William Pollard, one of the Defendants; and Leo Pollard, who died intestate about 25 years ago, a resident of Queen Anne's County, leaving surviving him as his only heirs his two (2) daughters, Janet Adams and Ruth Gaines, two of the Plaintiffs. That said Ruth McDaniel died on or about February 21, 1975, Claudia M. Duson, one of the Defendants, having qualified as Personal Representative of her

Estate. That there has been no administration, so far as is known to the Plaintiffs, upon any of the estates of John W. Jobes, Nora Pollard and Leo Pollard, deceased. That the above described land cannot be divided without loss or injury to the parties entitled thereto. That McCauley Jobes, Jessie Jobes, Janet Adams and Ruth Gaines, four of the Plaintiffs, have agreed to sell the above described real estate to Richard H. McBurrows, one of the Plaintiffs, for Five Thousand Dollars ($5,000.00), subject to the approval of this Honorable Court in these proceedings, by Contract of Sale dated April 26, 1979. That said Plaintiffs are advised and aver that the proposed private sale would be advantageous to all parties entitled to said real estate, inasmuch as Five Thousand Dollars ($5,000.00) is a good price for said property and a public sale would involve uncertainty and expense.

The relief prayed in the Bill of Complaint is substantially as follows: that the proposed private sale to Richard H. McBurrows for Five Thousand Dollars ($5,000.00) of the real estate hereinabove described be approved, ratified and confirmed; that a Trustee be appointed to make said private sale and conveyance to said purchaser, upon compliance by the purchaser with all terms and conditions of said contract of sale, and to divide the proceeds of sale, after deducting proper costs, among the parties entitled; that an Order of Publication be issued against the Unknown Heirs of John W. Jobes, deceased, and an order passed for a copy thereof to be posted on said property; that a notice to the creditors of the estates of John W. Jobes, Nora Pollard and Leo Pollard be duly published advising them to file their respective claims, on or before a specified date, with the Clerk of this Court, to be filed in these proceedings; and for such other and further relief as the Plaintiffs' case may require.

WHEREUPON it is ORDERED by the Circuit Court for Queen Anne's County, this 24th day of May, 1979, that the Plaintiffs 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 28th day of June 1979, giving notice to the unknown heirs of John W. Jobes, 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 30th day of July, 1979, that a decree should not be passed as prayed.

Marguerite W. Mankin
(Marguerite W. Mankin) Clerk

Filed: May 24, 1979

LIBER 11 PAGE 794

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: June Return Day

File No. 6423

79472

Docket C.W.C. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO THE SHERIFF OF QUEEN ANNE'S COUNTY, GREETING:

You are hereby commanded to summon

HENRY POLLARD
Chester, Maryland 21619

of Queen Anne's County, to the Circuit Court for Queen Anne's County,

on the FIRST MONDAY of June, next to answer an action at the

suit of McCAULEY JOBES, JESSIE JOBES, JANET ADAMS and RUTH GAINES,
all of Chester, Maryland 21619,
and
RICHARD H. McBURROWS, 3403 Cohasset Avenue, Annapolis, MD 21403

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 22nd day of May, 19 79.

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: Howard Wood
Address: 119 Lawyers Row
Centreville, MD 21617
Telephone: 301-758-1460

Name:

Address:

Marguerite H. Mankin
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 24 day of May, 19 79, I read the within writ to the Defendant—therein named, and copy of process and pleadings left with

Henry Pollard

CLERK, CIRCUIT COURT
1979 MAY 25 AM 9:54
QUEEN ANNE'S COUNTY

Sheriff of Queen Anne's County

P.C.

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: June Return Day

File No. 6423

Docket C.W.C. #7

79 473

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO THE SHERIFF OF QUEEN ANNE'S COUNTY, GREETING:

You are hereby commanded to summon

ROBERT POLLARD
Chester, Maryland 21619

of Queen Anne's County, to the Circuit Court for Queen Anne's County,

on the FIRST MONDAY of June, next to answer an action at the

suit of McCAULEY JOBES, JESSIE JOBES, JANET ADAMS and RUTH GAINES,
all of Chester, Maryland 21619,
and
RICHARD H. McBURROWS, 3403 Cohasset Avenue, Annapolis, MD 21403

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 22nd day of May, 19 79.

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: Howard Wood
119 Lawyers Row
Address: Centreville, MD 21617
Telephone: 301-758-1460

Name:

Address:

Marguerite H. Franken
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 24 day of May, 1979, I read the within writ to the Defendant—therein named, and copy of process and pleadings left with

Robert Pollard

RECEIVED
CLERK, CIRCUIT COURT
1979 MAY 25 AM 9:54
QUEEN ANNE'S COUNTY

Sheriff of Queen Anne's County

P.C.

LIBER 11 PAGE 795

79481

MCCAULEY JOBES, ET AL., PLAINTIFFS	*	In the Circuit Court for Queen Anne's County
VS.	*	in Equity
CLAUDIA M. DUSON, ETC., ET AL., DEFENDANTS	*	Cause No. 6423

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 26th day of May, 1979, 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, lying in Newtown in Crab Alley Neck on Kent Island and known as the John W. Jobes Heirs Property.

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.

Walter E. Clough
Sheriff of Queen Anne's County

MCCAULEY JOBES, et al.,	*	In the Circuit Court for
PLAINTIFFS	*	
	*	Queen Anne's County
VS.	*	
	*	
	*	in Equity
CLAUDIA M. DUSON, etc., et al.,	*	
	*	
	*	
DEFENDANTS	*	Cause No. 6423

ADMISSION OF SERVICE

Service of Process including copies of the Bill of Complaint and exhibits is hereby admitted on behalf of Claudia M. Duson, Personal Representative of the Estate of Ruth McDaniel, deceased.

(Edward Turner)
Resident Agent

11 798

MCCAULEY JOBES, ET AL.,	*	In the Circuit Court for
PLAINTIFFS	*	
	*	Queen Anne's County
VS.	*	
	*	in Equity
CLAUDIA M. DUSON, ETC., ET AL.,	*	
DEFENDANTS	*	Cause No. 6423

AFFIDAVIT AS TO SERVICE BY MAIL

I, the undersigned, Attorney for Plaintiffs, hereby certify that on the 23rd day of May, 1979, I mailed the original summons and true copies of the Bill of Complaint and all exhibits to the non-resident Defendant, William Pollard, at his address as shown in the titling of the Bill of Complaint, by Certified Mail, Return Receipt Requested, Restricted Delivery, and that said non-resident Defendant did in fact receive his summons and copies on the 25th day of May, 1979, as is evidenced by the postal receipt attached hereto as part of this Affidavit.

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

And as in duty bound, etc.

Howard Wood
Howard Wood
Attorney for Plaintiffs

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¢
- [x] 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 Pollard
1832 Montrose Street
Phila. PA

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	312942	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE [ ] Addressee [ ] Authorized agent
William a Pollard

4. DATE OF DELIVERY: RESTRICTED DELIVERY MAY 25 1979
POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:
CLERK'S INITIALS

☆ GOP: 1976—O-203-456

RECEIVED
CLERK, CIRCUIT COURT
1979 MAY 31 AM 9:26
QUEEN ANNE'S COUNTY

MCCAULEY JOBES, ET AL.,	*	In the Circuit Court for
PLAINTIFFS	*	
	*	Queen Anne's County
VS.	*	
	*	
	*	in Equity
CLAUDIA M. DUSON, ETC., ET AL.,	*	
	*	
DEFENDANTS	*	Cause No. 6423

MOTION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

McCauley Jobes, Jessie Jobes, Janet Adams, Ruth Gaines and Richard H. McBurrows, Plaintiffs, by Howard Wood, their attorney, respectfully move your Honors to pass a Decree Pro Confesso against Claudia M. Duson, Personal Representative of the Estate of Ruth McDaniel, deceased, Henry Pollard, Robert Pollard, William Pollard and the Unknown Heirs of John W. Jobes, deceased, Defendants, and for grounds of their Motion, say:

1. That summons and copies of pleadings were duly served upon the resident Defendants, Henry Pollard and Robert Pollard, according to Sheriff's returns filed herein.

2. That service of summons and copies of pleadings has been admitted by Edward Turner, Esq., resident agent for Claudia M. Duson (a non-resident), Personal Representative of the Estate of Ruth McDaniel, deceased.

3. That Catherine M. Higdon, Personal Representative of the Estate of James Ghervin Jobes, deceased, has filed her Answer in these proceedings.

4. That summons and copies of pleadings were duly served upon the non-resident Defendant, William Pollard, by certified mail actually received by him as appears by Affidavit filed herein by Howard Wood, Attorney, with attached postal receipt.

5. That a true copy of the Order of Publication directed against the unknown heirs of John W. Jobes, deceased, has been duly posted on the parcel of real estate which is the subject of this suit by the Sheriff of Queen Anne's County as appears by his Certificate filed herein.

6. That more than sixty (60) days have elapsed since the 25th day of May, 1979, the date of receipt of said certified mail delivery, and since the 26th day of May, 1979, when said property was posted by the Sheriff; and that the time for filing their initial pleading has therefore expired with respect to all of said Defendants, none of whom has answered the Bill of Complaint except Catherine M. Higdon, Personal Representative as aforesaid.

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

And as in duty bound, etc.

Howard Wood
(Howard Wood)
Attorney for Plaintiffs

I HEREBY CERTIFY that on this 8th day of August, 1979, I delivered a copy of the aforegoing Motion to Catherine M. Higdon, Personal Representative of the Estate of James Ghervin Jobes, deceased, Defendant who has answered.

Howard Wood
(Howard Wood)

DECREE PRO CONFESSO

Upon the aforegoing Motion, IT IS, this 9th day of August, 1979, 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 Claudia M. Duson, Personal Representative of the Estate of Ruth McDaniel, deceased, Henry Pollard, Robert Pollard, William Pollard and the Unknown Heirs of John W. Jobes, deceased, Defendants, and the Plaintiffs are given leave to take testimony before one of the standing Examiners.

Clayton C. Carter
JUDGE

MCCAULEY JOBES, ET AL.,	*	In the Circuit Court for
PLAINTIFFS	*	
VS.	*	Queen Anne's County
	*	in Equity
CLAUDIA M. DUSON, ETC., ET AL.,	*	
DEFENDANTS	*	Cause No. 6423

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 31st day of August, 1979, in the law office of Howard Wood, 119 Lawyers Row, Centreville, Queen Anne's County, Maryland, at the hour of 1:30 o'clock P.M., there being present McCauley Jobes, one of the Plaintiffs, and Howard Wood, the solicitor and a witness for the Plaintiffs. Said witnesses and Catherine M. Higdon, stenographer, having been sworn by said examiner, the following testimony was taken, to wit:

Mr. McCauley Jobes, 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.

A. McCauley Jobes, Chester, Maryland.

Q. 2. Mr. Jobes, are you one of the children of the late John W. Jobes?

A. That is right.

Q. 3. Could you state whether your father, John W. Jobes, left any will or not?

A. Didn't leave none.

Q. 4. Can you state whether he was a resident of Queen Anne's County or not at the time of his death?

A. Yes sir.

Q. 5. Do you know who your father left as his heirs?

A. Three children, Jessie, Ruth and Myself.

Q. 6. What about the daughter, Nora Pollard?

A. She was dead.

Q. 7. About how long ago did Nora Pollard die, do you know?

A. She died before my mother, around 50-some years ago; it was right after World War I.

Q. 8. But your father outlived your sister, Nora Pollard?

A. Yes sir.

Q. 9. Who were your sister, Nora's, children?

A. Bobby Pollard, Henry Pollard, Billy Pollard, Ghervin Jobes and Leo Jobes. She had five boys.

Q. 10. Now, that was Leo Pollard, also known as Leo Jobes?

A. He went as Leo Jobes, because my mother adopted him and raised him

Q. 11. Is he still living, Leo?

A. No, he's been dead.

Q. 12. Did he leave a will?

A. No sir.

Q. 13. About how many years ago did he die?

A. I guess about 30-some years ago.

Q. 14. But he lived longer than your father?

A. Yes sir.

Q. 15. Who were the heirs of Leo Pollard, if you know?

A. Janet and Ruthie.

Q. 16. What is Janet's last name?

A. Adams.

Q. 17. And Ruth's last name?

A. Gaines.

Q. 18. Is James Ghervin Jobes still living?

A. No sir; he died about 8-9 years ago.

Q. 19. And what about your sister, Ruth McDaniel?

A. She died about 5 years ago.

Q. 20. Do you know who is the representative of her estate?

A. Claudia Duson; that's my niece.

Q. 21. When your father died, can you state whether he owned any real estate

A. Just the home place, that's all.

Q. 22. Where is that located?

A. Newtown.

Q. 23. Where is Newtown?

A. Chester, Maryland; right back of Miss Ghervin's store.

Q. 24. Now, Mr. Jobes, I show you a paper marked "Plaintiffs' Exhibit A" and ask you whether or not this is a copy of the deed..

A. I can't read it.

Q. 25. You say you can't read it?

A. I didn't have no schooling.

Q. 26. All right, I'll read it to you. This is a copy of a deed dated November 14, 1895 from Elizabeth Meredith to John W. Jobes for one-fourth of an acre of land, more or less, in Newtown. Can you state whether or not that is part of the property known as the home property?

A. That's right.

At this point, Plaintiffs' Exhibit A was admitted in evidence and marked "Examiner's Exhibit A".

Q. 27. Now, Plaintiff's Exhibit B filed in this case is a copy of a deed from Susan Watkins dated June 13, 1895 to John Jobes for one-half of an acre, more or less, adjoining the land which John W. Jobes acquired from Elizabeth Meredith. That is also part of the home property?

A. That's right, yes sir.

At this point, Plaintiffs' Exhibit B was admitted in evidence and marked "Examiner's Exhibit B".

Q. 28. I show you a paper marked "Plaintiffs' Exhibit C"; and if you'll look at this, I'll ask you to identify what this is a survey plat of. What property is this a survey of?

A. My father's home place.

Q. 29. That's on the east side of Newtown Road, is that right?

A. That's right.

At this point, Plaintiffs' Exhibit C was admitted in evidence and marked "Examiner's Exhibit C".

Q. 30. Now. Mr. Jobes, you and some of the other heirs decided that it would be advantageous to sell this property, is that correct?

A. Yes sir.

Q. 31. Now I ask you - is there any way that this property could be divided among the heirs?

A. Not as I know of; not nowadays there isn't.

Q. 32. Do you mean that there are too many heirs to divide it among?

A. The land? Yes sir, wouldn't be a foot apiece.

Q. 33. Is that why you decided it would be best to sell it, and divide the money?

A. That's right.

Q. 34. You and some of the other heirs decided to sell; and did you find a buyer for the property? What is his name?

A. Lawyer McBurrows.

Q. 35. Do you recall signing a contract for this property sale to Mr. McBurrows?

A. That's right.

Q. 36. And what was the sale price?

A. Five Thousand Dollars.

Q. 37. Can you state whether or not you consider that a good price for this property?

A. It's not what it should be; not according to the land on Kent Island. Should cost around Six. Seven....or even Twelve Thousand. It's right near the water; runs right to the Creek shore. It's only about as far as from here to that house over there to the water.

Q. 38. Why did you decide to sell for $5,000 then?

A. Well, I reduced it for Henry, because he was connected into the family.

Q. 39. Why did you offer it for the same price to Mr. McBurrows?

A. Well, after I offered it to Henry for that, I was talking to this man. I didn't know he was going to buy it. So I told him that's what we offered it to Henry for. I wanted to sell it.

Q. 40. At the time, you felt that you'd be satisfied with the $5,000. Is that right?

A. Yes sir. Right now, I'm satisfied.

Q. 41. And you're still satisfied? Do you feel it is a fair price?

A. Still satisfied. It's a fair price. There's an old house on it that's no good.

Q. 42. Would you prefer to see it sold at a public auction in order to try to bring more money?

A. No sir. I think I'd lose money

Q. 33. Why is that?

A. It's not worth the value I'm getting for it. I'm getting a good price for it.

Q. 34. What other persons joined you in selling, in signing the contract to Mr. McBurrows? Which of the other heirs also signed?

A. You have the names right there.

Q. 35. I know. I'm asking you if you know who else?

A. Janet Adams, Ruthie Gaines, and who else signed it?

Q. 36. Your brother, Jessie?

A. That's right. Jessie Jobes.

Q. 37. Did you discuss with them this price of $5,000?

A. Yes sir.

Q. 38. Did you discuss that with Jessie Jobes, with Janet Adams and with Ruth Gaines?

A. Yes. That's right.

Q. 39. Did you discuss the price with any of the other heirs?

A. They know what I'm getting for it. All of them.

Q. 40. All of the other heirs do?

A. Yes sir.

Q. 41. Henry Pollard? Robert Pollard? William Pollard?

A. He knows. He knows. He knows.

Q. 42. How do they know?

A. Because I told them. I told every one of them what I was selling it for - $5,000.

Q. 43. State whether or not they agreed to that price.

A. They didn't kick.

Q. 44. A minute ago you mentioned you thought that this property might bring more if it was waterfront; is that what you said?

A. That's right.

Q. 45. Does it actually touch the water?

A. No sir.

Q. 46. So you do feel that $5,000 is a good price?

A. Yes, a good price. He only paid $30 or $40 when he bought it.

Q. 47. Mr. Jobes, is it true that your sister, Nora and her son, Leo, were both residents of Queen Anne's County when they died?

A. His mother wasn't.

Q. 48. Who's that, Nora?

A. Yes. She moved home sick. Then she went to a state hospital and died there; outside of Baltimore.

Q. 49. Her son, Leo, was he a resident of Queen Anne's County when he died?

A. Yes sir.

As solicitor for the Plaintiffs, Howard Wood makes the following statement:

I have examined the records in the office of the Register of Wills of Queen Anne's County and have found no administration upon the estates of John W. Jobes, Nora Pollard or Leo Pollard, deceased, or of Leo Jobes, deceased; and that I am able to identify Exhibits D and E filed in the case, Plaintiffs' Exhibit D being a Certificate of Letters of Administration of Catherine M. Higdon, Personal Representative of James Ghervin Jobes, deceased, Estate, and Exhibit E being a Certificate of Letters of Administration of Claudia M. Duson, as Personal Representative of the Estate of Ruth L. McDaniel, deceased, both issued by the Register of Wills of Queen Anne's County, and also of the Contract of Sale which I prepared between McCauley Jobes and others as Sellers to Richard H. McBurrows, as Buyer, being Plaintiffs' Exhibit F, said contract being dated April 26, 1979.

At this point, said Plaintiffs' Exhibits D, E and F were admitted in evidence and marked "Examiner's Exhibits D, E and F", respectively.

Mr. McCauley Jobes returns for the following questions:

Q. 50. Mr. Jobes, have you had any expenses in regard to this property which you feel you should be reimbursed for in this case?

A. Yes sir.

Q. 51. Now, what are those expenses?

A. Perc test, survey and taxes

Q. 52. How much was the percolation test charge?

A. $25.00.

Q. 53. How much was the survey cost?

A. $237.00.

Q. 54. What was the other item, taxes?

A. I don't have no records of the taxes right now.

Q. 55. How long have you paid the taxes?

A. Ever since Ghervin died.

Q. 56. Ever since the date of the death of Ghervin Jobes?

A. That's right.

Thank you, that's all.

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	.00
Catherine M. Higdon, Stenographer, for transcribing testimony	30.00
Total.	$55.00

Vachel A. Downes Jr.
EXAMINER

made oath in due form of law that the consideration named in said Bill of Sale is true & bona fide as set forth.

John O. Phillips J.P.

WHC 3- folio 563

Queen Annes County to wit. Be it remembered that on the third day of December in the year Eighteen hundred and ninety five the following Deed was brought to be recorded to wit:

This Deed made this 14 day of November 1895: by one Elizabeth Meredith of Kent Island Queen Annes County State of Maryland witnesseth, That in consideration of the sum of Fifty Dollars, I the said Elizabeth Meredith do grant and convey unto John M. Jones of said County and State, in fee simple a tract or parcel of land in said District Kent Island, County and State aforesaid, and now located in what is known as Town Neck, nearly opposite the residence of Capt James C. Norman. The said tract or parcel of land as surveyed and bounded as follows by the lands of the said Elizabeth Meredith on the east on a portion of the Dorsey Watkins lot on the north but the lot of Joseph Lamb, and on the South by a line dividing the farm of Mr Peter Lamb the Jacob S. Barber property, and containing more or less Five acres of land. And I do covenant with the said John M. Jones to warrant generally and specially the property hereby conveyed, and to give such further assurances of title as may be required.

Witness my hand and seal

Test: John O. Phillips.

Elizabeth her M mark Meredith (Seal)

State of Maryland, Queen Annes Co. Sct.

I hereby certify that on this 14 day of November, 1895, before me the subscriber a Justice of the Peace of said State, not for the County aforesaid personally appeared Elizabeth Meredith and acknowledged the aforegoing Deed to be her act.

John O. Phillips J. P.

Sig & Seal to Comptroller

Queen Annes County to wit. Be it remembered that on the fourth day of December in the year Eighteen hundred and ninety five the following Deed was brought to be recorded to wit.

This Deed made this 4th day of December eighteen hun

PLAINTIFFS' EXHIBIT A EXAMINER'S EXHIBIT A

Emory S. Rochester (Seal)
Annie Rochester (Seal)
Sallie her X Hinson (Seal)
mark
Samuel his X Hinson (Seal)
mark
General B. Rochester (Seal)
Sarah E. Rochester (Seal)
Mary M. Freenage (Seal)
Nehemiah Freenage (Seal)
Harriet E. Rochester (Seal)
Sarah E. Rochester (Seal)

State of Maryland, }
Queen Annes County } Set: I hereby certify that on this 16th day of September Eighteen hundred and ninety five, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Annes County, personally appeared Charles Greenwood Emory S. Rochester and Annie Rochester, his wife, Sallie Hinson and Samuel Hinson her husband, General B. Rochester and Sarah E. Rochester his wife, Mary M. Freenage and Nehemiah Freenage her husband, Harriet E. Rochester and Sarah E. Rochester and did each acknowledge the foregoing Deed to be their respective act

John H. Carter, J.P.

WHC 3/518

Queen Annes County, to wit: Be it remembered, that on the Fifteenth day of November, in the year One Thousand eight hundred and ninety five the following Deed was brought to be recorded, to wit:

This 13th day of June 1895, by me Susan Watkins of Kent Island, Queen Annes County, State of Maryland, Witnesseth; that in consideration of twenty dollars; I, the said Susan Watkins do grant and convey unto John Johns of said County, and State the following tract or parcel of land in Grab Alley Neck on Kent Island, in what is known as New Town, and commencing at the South East corner of the lot of Morgan Lunn at a boundary and running westerly till it strikes the land of said John Johns two hundred and six feet (206 ft.) thence Southerly one hundred and five feet to a boundary on a line of the land of said John Johns thence Easterly till it strikes the lane leading by the land of Samuel Watkins and others at a boundary two hundred and six feet, thence Northerly with said lane to place of beginning, one hundred and five feet, and containing within the metes and bounds one half of an acre, more or less, in fee simple. And I do covenant with the said John Johns to warrant generally and specially the property hereby conveyed, and to execute such further assurances of title as may be requisite -

Witness my hand and seal

Test: John O. Phillips

Susan her X mark Watkins (Seal)

State of Maryland, Queen Annes Co, Set: I hereby certify that on this 13th day of June, in the year 1895, before me, the subscriber, a Justice of the Peace of said State, and and for the County aforesaid, personally appeared Susan Watkins and acknowledged the aforegoing Deed to be her act.

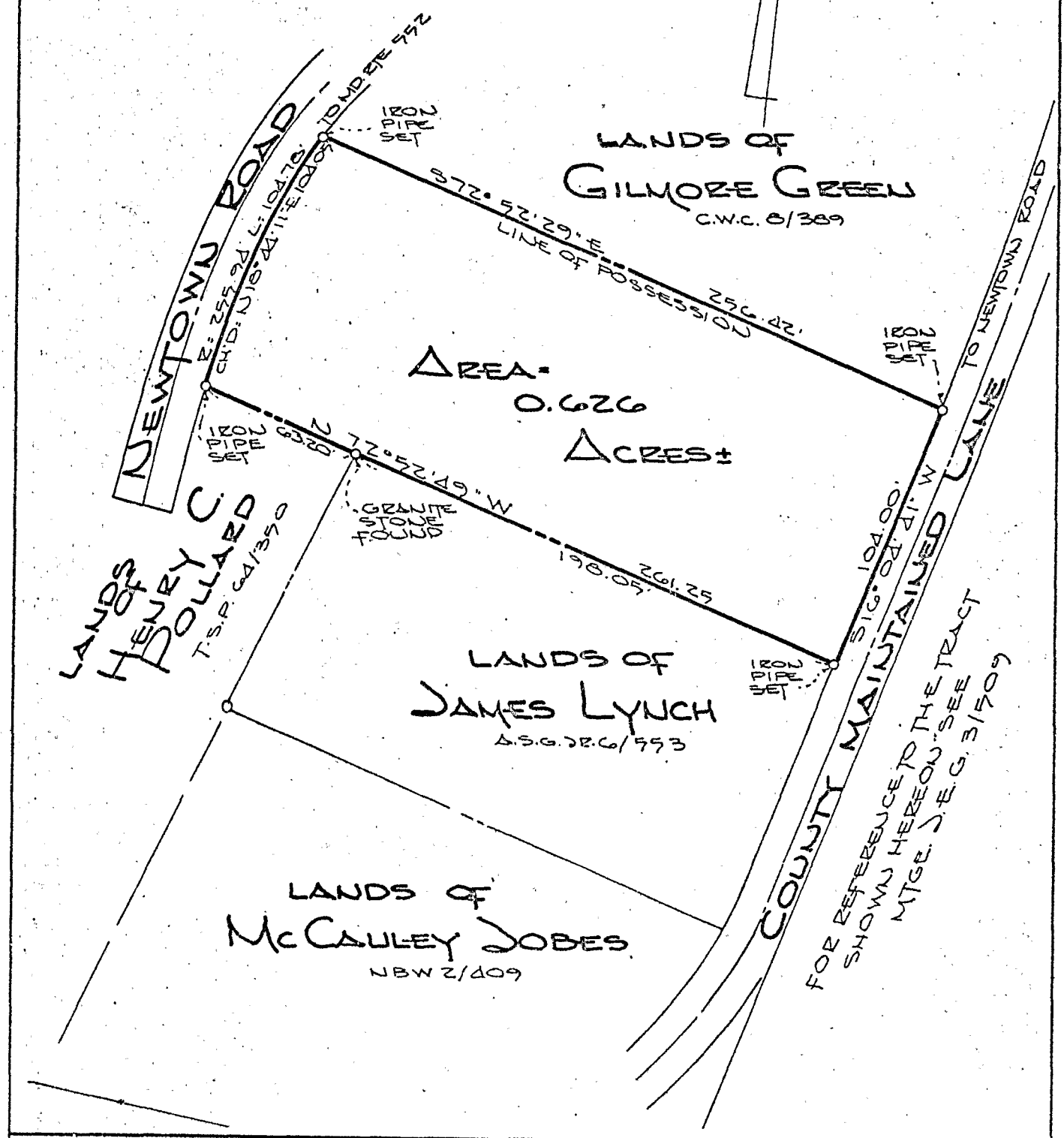
John O. Phillips, J.P.

This instrument filed Sep. Court, July 10/96

PLAINTIFFS' EXHIBIT B EXAMINER'S EXHIBIT B

LIBER 11 PAGE 812

NOTE:
THIS IS A LINE OF POSSESSION SURVEY AS POINTED OUT IN THE FIELD BY OWNER.



SURVEY OF THE LANDS OF THE JOHN W. JOBES HEIRS FOURTH 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 WHITEHILL SCALE 1" = 50' DATE MAY 1976 JOB NO. 7475300 FOLDER 923

FORM #2

SUBDIVISION PLAT RECORDED IN PLAT BOOK PAGE PLAINTIFFS' EXHIBIT C EXAMINER'S EXHIBIT C

State of Maryland

Letters of Administration

Estate No. 294

To all persons who may be interested in the Estate of

James Ghervin Jobes, deceased:

Administration of the Estate of the deceased has been granted on May 21, 1979

to Catherine M. Higdon

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

(SEAL)

"VALID ONLY WITH IMPRINTED SEAL"

WITNESS:

DATED: May 21, 1979

Madlyn E. Wooters
Register of Wills for Queen Anne's County, Maryland

RW 5 (Rev. 7-71)

PLAINTIFFS' EXHIBIT D
EXAMINER'S EXHIBIT D

State of Maryland

Letters of Administration

Estate No. 4499

To all persons who may be interested in the Estate of

RUTH L. MCDANIEL, deceased:

Administration of the Estate of the deceased has been granted on March 24, 1975

to Claudia M. Dudson

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

(SEAL)

"VALID ONLY WITH IMPRINTED SEAL"

WITNESS:

DATED: May 22, 1979

Madlyn E. Wooters
Register of Wills for Queen Anne's County, Maryland

RW 5 (Rev. 7-71)

PLAINTIFFS' EXHIBIT E
EXAMINER'S EXHIBIT E

THIS CONTRACT OF SALE, made this 26th day of April, 1979, by and between MCCAULEY JOBES, JESSIE JOBES, JANET ADAMS and RUTH GAINES, all of Chester, Queen Anne's County, State of Maryland, parties of the first part, herein called "Sellers", and RICHARD H. MCBURROWS of the City of Annapolis, State of Maryland, party of the second part, herein called "Buyer".

WITNESSETH, that the Sellers do hereby agree to sell and do sell unto the Buyer, and the Buyer does hereby agree to buy and does buy of the Sellers, at and for the sum of Five Thousand Dollars ($5,000.00), upon the terms and conditions hereinafter set forth, all of the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the Fourth Election District of Queen Anne's County, in the State of Maryland, known as the John W. Jobes Property, lying in New Town in Crab Alley Neck, consisting of the two following described lots of land:

Lot No. 1: ALL that lot of land lying in New Town nearly opposite the residence of or formerly of Captain James E. Kirwan's heirs (as enclosed on November 14, 1895) bounded on the east by part of the former Susan Watkins lot, on the north by the lot formerly of Morgan Dunn and on the west by a lane dividing New Town from the former Jacob S. Baxter property, containing one-fourth (1/4 A) of an acre of land, more or less; BEING the same and all of the land which was granted to John W. Jobes by Elizabeth Meredith, by deed dated November 14, 1895 and recorded among the land records of Queen Anne's County in Liber W.H.C. No. 3, folio 563; and

Lot No. 2: ALL that lot of land which is described as follows: Beginning at the southeast corner of the lot formerly of Morgan Dunn at a boundary and running westerly 206 feet until it strikes the above described land of John W. Jobes acquired from Elizabeth Meredith; thence southerly 105 feet to a boundary on a line of said land of John W. Jobes; thence easterly 206 feet until it strikes the lane leading by the land formerly of Samuel Watkins and others at a boundary; thence northerly with said lane 105 feet to the place of beginning, containing one-half (1/2 A) of an acre of land, more or less; BEING the same and all of the land which was granted to John Jobes by Susan Watkins by deed dated June 13, 1895 and recorded in said Liber W.H.C. No. 3, folio 518.

BEING also the same lands of which John W. Jobes, also known as John Jobes, died, seized and possessed, intestate, a resident of Queen Anne's County, more than fifty (50) years ago, leaving surviving him as his only heirs his four (4) children, the said McCauley Jobes, the said Jessie Jobes, and two daughters, Nora Pollard and Ruth McDaniel. The said Nora Pollard died intestate about fifty (50) years ago, a resident of Queen Anne's County, leaving surviving as her only heirs, her five (5) sons, James Ghervin Jobes, Robert Pollard, Henry Pollard, Leo Pollard and William Pollard. The said Leo Pollard died intestate about twenty-five (25) years ago, leaving surviving as his only heirs his two (2) daughters, Janet Adams and Ruth Gaines. The said James Ghervin Jobes died on December 3, 1971 and there has been no administration upon his estate. The said Ruth McDaniel died

PLAINTIFFS' EXHIBIT F
EXAMINER'S EXHIBIT F

testate about two (2) years ago, a resident of Queen Anne's County, and Claudia M. Duson is personal representative of her estate, being Estate No. 4499 in Queen Anne's County.

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

TERMS AND CONDITIONS OF SALE

The purchase money shall be paid as follows: the sum of Five Hundred Dollars ($500.00) has been paid by check at or before the delivery of this Contract of Sale to the order of McCauley Jobes to be endorsed forthwith by him to Howard Wood, Attorney for the Sellers, and the balance of Four Thousand Five Hundred Dollars ($4,500.00) shall be paid in cash or by certified or bank cashier's check at the time of final settlement and passing of title, on the 10th day following the final ratification of this sale by the Circuit Court for Queen Anne's County in Equity, whereupon said deposit and balance shall both be paid to the trustee or trustees appointed by said Honorable Court to make this sale.

Said settlement and passing of title shall take place at the law office of Howard Wood, 119 Lawyers Row, Centreville, Maryland 21617, at 11:00 o'clock A.M. on the day in question.

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.

SPECIAL CONDITION: The Sellers agree promptly to institute and diligently to prosecute a suit in the Circuit Court for Queen Anne's County in Equity seeking the ratification of this sale in lieu of partition. It is understood and agreed that said court proceedings shall be deducted from the sale price and that, in the event that said court should not ratify and confirm this sale or in the event that the trustee or trustees appointed to make said sale should be unable to convey a good and merchantable fee simple title to said real estate unto the Buyer free and clear of liens and encumbrances, then and in either such event said deposit of Five Hundred Dollars ($500.00) shall be returned to the Buyer and this Contract of sale shall become null and void without further liability upon the Buyer or the Sellers.

In the event that said trustee or trustees are ready, willing and able to transfer a good and merchantable fee simple title as above described on the date set forth for final settlement, and in the further event that the Buyer fails to make full and final settlement as herein set forth or to perform any of his agreements herein set forth, then said initial Five Hundred Dollar ($500.00) deposit may, at the option of said trustee or trustees, be retained for the benefit of the owners of said real estate as liquidated damages.

The Buyer shall pay the cost of preparing the deed, recording costs, transfer tax and recordation tax and notary fees incident to the transfer of this property, plus any title examination and/or guarantee he may desire.

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 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:

Mamie Jobes — McCauley Jobes (SEAL)
(McCauley Jobes)

Richard Sanders — Jessie Jobes (SEAL)
(Jessie Jobes) Jessie Jobes wife

Charles E. Adams — Janet Adams (SEAL)
(Janet Adams)

Howard Gaines — Ruth J. Gaines (SEAL)
(Ruth Gaines)

SELLERS

Carolyn Jackson — Richard H. McBurrows (SEAL)
(Richard H. McBurrows)

747 Northampton Dr
Silver Spring Md 20903

BUYER

Appraisal of Property

MCCAULEY JOBES, ET AL.
vs.
CLAUDIA M. DUSON, ETC., ET AL.

Q.A.CO. Equity 6423

John Jobes Estate
Chester, Md.

District 4---Queen Anne's County
Map 57
Parcel 279
S/Side of Newtown Rd.

Lot located in wooded area
Lot size 0.626 acres.

Full Cash Value------$3700.00

House- 2 story N/B Cheap Grade, Built in late 1800,
No electric, no plumbing, in dilapidated condition.
Size 16 X 11 + 16 X 16
432 square feet
This dwelling adds no value to the property

Total Value of Property $3700.00

Appraisal Made by---Edwin W. Kelley

I, EDWIN W. KELLEY, Assistant Tax Assessor, hereby certify that I am familiar with the values of real estate in the Fourth Election District of Queen Anne's County, Maryland, and have made a personal examination of the above described house and lot; and that in my opinion, the fair market value of said real estate as of the present date is as set forth above.

I do solemnly declare and affirm under the penalties of perjury that the contents of the aforegoing appraisal are true and correct to the best of my knowledge, information and belief.

WITNESS my hand this 4 day of September, 1979:

Edwin W. Kelley

Edwin W. Kelley

MCCAULEY JOBES, ET AL.,	*	In the Circuit Court for
PLAINTIFFS	*	
	*	Queen Anne's County
VS.	*	
	*	
	*	in Equity
CLAUDIA M. DUSON, ETC.,	*	
ET AL.,	*	
DEFENDANTS	*	Cause No. 6423

DECREE

This cause standing ready for hearing and being submitted without argument, the Bill of Complaint, Exhibits, Testimony and Exhibits and other proceedings were read and considered, whereupon the Court finds as follows:

(a) That the real estate which is the subject of this proceeding cannot be divided without loss or injury to the parties entitled.

(b) Based on the testimony of McCauley Jobes and the appraisal by Edwin W. Kelley filed herein, the private sale of said real estate for the sum of Five Thousand Dollars ($5,000.00) proposed by Plaintiffs appears to be advantageous to all parties entitled to said real estate, and said price appears to be a good price for said property.

IT IS, therefore, this 26th day of September, 1979, by the Circuit Court for Queen Anne's County in Equity, ADJUDGED, ORDERED and DECREED as follows:

1. That the Contract of Sale filed herein and designated as Examiner's Exhibit F is hereby approved, ratified and confirmed.

2. That Howard Wood is hereby appointed as Trustee for the purpose of making sale of said real estate to Richard H. McBurrows, Purchaser, upon the terms and conditions and for the price set forth in said Contract of Sale.

3. That before the Trustee shall proceed to act as such, he shall file with the Clerk of this Court a bond to the State of Maryland, with corporate surety to be approved by said Clerk, in the penalty of Five Thousand Dollars ($5,000.00).

4. That within thirty (30) days thereafter, the said Trustee shall render to the Court a full and particular report of the proceeding relative to such sale in the form required by the Maryland rules.

5. That, upon the final ratification of said sale, and full payment of the purchase money, he shall convey unto the purchaser 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.

6. 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.

7. That said trustee, upon the filing of his Report of Sale, shall publish in a newspaper printed and published in Queen Anne's County, for one insertion, a Notice to the Creditors of John W. Jobes and Leo Pollard, both deceased, requiring them to file their claims against said decedents with the Clerk of this Court within ninety (90) days of the date of the publication of said notice, or be excluded from participating in the proceeds of said sale.

JUDGE

CLERK'S OFFICE
1979 SEP 27 AM 11:02
QUEEN ANNE'S COUNTY

Equity #6423

BOND AND DEPOSIT [illegible]

CLERK'S [illegible]

STATE OF MARYLAND)
) TO WIT: 1979 SEP 28 PM 2 28
QUEEN ANNE'S COUNTY)
QUEEN ANNE'S COUNTY

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 Five Thousand Dollars ($5,000.00), current money of the United States of America, to be paid to the said State of Maryland, or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 28th day of September, 1979.

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 26th day of September, 1979, trustee to make sale of the real estate mentioned and described in the cause in said court entitled "McCauley Jobes, et al., Plaintiffs, vs. Claudia M. Duson, etc., et al., Defendants", being Cause No. 6423 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:

Catherine M. Hodson — Howard Wood (SEAL)
(Howard Wood)

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND

By: William M. Freestate
William M. Freestate
Its attorney-in-fact

ATTEST:

Jennie G. Edwards

CERTIFIED COPY OF POWER OF
ATTORNEY ATTACHED

[illegible]

SURETY APPROVED AND COND. FILED [illegible]

2-319

LIBER 11 PAGE 821

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber CWC No. 2, folio 319, a Bond Rcord Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 8th day of October, 1979.

Marguerite W. Mankin

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

MCCAULEY JOBES, ET AL.,	*	In the Circuit Court for
PLAINTIFFS	*	
	*	Queen Anne's County
VS.	*	
	*	in Equity
CLAUDIA M. DUSON, ETC., ET AL.,	*	
DEFENDANTS	*	Cause No. 6423

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 26th day of September, 1979, your Trustee filed a bond in this Cause in the penalty of Five Thousand Dollars ($5,000.00) with corporate surety thereon which said bond was duly approved by the Clerk of this Court.

2. That thereupon pursuant to said Decree your Trustee made sale of the real estate which is fully described in paragraph number 2 of the Bill of Complaint in this cause in accordance with the survey by J. R. McCrone, Jr., Inc. made on May 21, 1976, the plat of said survey being filed in this cause marked "Plaintiffs' Exhibit C" and "Examiner's Exhibit C", containing 0.626 of an acre, more or less, to Richard H. McBurrows, purchaser, for the price of Five Thousand Dollars ($5,000.00) upon the terms and conditions set forth in the Contract of Sale filed with the Bill of Complaint as "Plaintiffs' Exhibit F" and with the testimony as "Examiner's Exhibit F".

3. That the purchaser has complied with the terms of sale to date by making his initial deposit of Five Hundred Dollars ($500.00).

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

Respectfully submitted,

Howard Wood

(Howard Wood) Trustee

LIBER 11 PAGE 824

ORDER NISI ON SALE

McCAULEY JOBES, et al.
Plaintiffs
vs.
CLAUDIA M. DUSON, etc., et al.
Defendants

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 6423

ORDERED, this 22nd day of October, 1979, 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 23rd day of November, 1979, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 16th day of November, 1979.

The report states the amount of sales to be $ 5,000.00.

Marguerite H. Mankin Clerk

Filed October 22, 1979

ORDER NISI ON SALE

McCAULEY JOBES, et al.
Plaintiffs
vs.
CLAUDIA M. DUSON, etc., et al.,
Defendants

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 6423

ORDERED, this 28th day of September, 1979, 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 29th day of October, 1979, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 22nd day of October, 1979.

The report states the amount of sales to be $ 5,000.00.

Marguerite H. Mankin Clerk

Filed September 28, 1979

MCCAULEY JOBES,
Et Al., Plaintiffs
vs.
CLAUDIA M. DUSON,
etc., Et Al., Defendants
NOTICE TO
CREDITORS

In accordance with the Decree of the Circuit Court for Queen Anne's County, Maryland, in Equity Cause No. 6423, the undersigned Trustee hereby gives notice to the creditors of John W. Jobes and Leo Pollard, both deceased, to file their claims against said decedents with the Clerk of said Court at the Court House, Centreville, Maryland 21617, within ninety (90) days of the 3rd day of October, 1979, or be excluded from participating in the proceeds of sale of the residence property of John W. Jobes, deceased, on Newtown Road, Chester, Maryland.

Howard Wood
Trustee

RO10-3-1t

..November.21..... 1979.

THIS IS TO CERTIFY, That the annexed

NOTICE TO CREDITORS..... was inserted in the **QUEEN ANNE'S RECORD OBSERVER,** a newspaper printed and published in Queen Anne's County, Md., once in each of ..one..... successive weeks before the .4th..... day of ..October... 19.79.

By Dale VanZant.....

ORDER NISI
ON SALE
McCAULEY JOBES,
et al.
Plaintiffs
vs.
CLAUDIA M. DUSON,
etc., et al.
Defendants
IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S
COUNTY
IN EQUITY
CAUSE NO. 6423

ORDERED, this 22nd day of October, 1979, 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 23rd day of November, 1979, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 16th day of November, 1979.,

The report states the amount of sales to be $5,000.00.

Marguerite W. Mankin
Clerk

Filed October 22, 1979
True Copy,
Test:
Marguerite W. Mankin,
Clerk
By: Betty M. Comegys
Deputy Clerk

RO10-24-3t

November 21..... 1979.

THIS IS TO CERTIFY, That the annexed

..ORDER.NISI.ON.SALE..... was inserted in the **QUEEN ANNE'S RECORD OBSERVER,** a newspaper printed and published in Queen Anne's County, Md., once in each of ..THREE..... successive weeks before the .8th..... day of .November... 1979..

By Dale VanZant.....

MCCAULEY JOBES, ET AL.,	*	In the Circuit Court for
PLAINTIFFS	*	Queen Anne's County
VS.	*	in Equity
CLAUDIA M. DUSON, ETC., ET AL.,	*	
DEFENDANTS	*	Cause No. 6423

FINAL RATIFICATION OF SALE

The above entitled matter coming before this Court, the proceedings having been read and considered by this Court, and this Court being satisfied that the sale of the real estate reported in this cause by Howard Wood, Trustee, was fairly and properly made, and no exceptions having been filed to the report of sale, and the Trustee having requested ratification of the sale, IT IS ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 26th day of November, 1979, that the sale of the real estate reported in this cause by Howard Wood, Trustee, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice thereof appears to have been given as required by the preceding order nisi; and the said trustee is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers therefor to the Auditor.

Clayton C. Carlin
JUDGE

FILED
CLERK CIRCUIT COURT
1979 NOV 26 PM 12:49
QUEEN ANNE'S COUNTY

MCCAULEY JOBES, ET AL.,	*	In the Circuit Court for
PLAINTIFFS	*	Queen Anne's County
VS.	*	in Equity
CLAUDIA M. DUSON, PERSONAL REPRESENTATIVE, ETC., ET AL.,	*	
DEFENDANTS	*	Cause No. 6423

PETITION FOR FEE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Howard Wood, unto your Honors, respectfully shows:

1. That your petitioner has completed the sale and conveyance of real estate as trustee appointed by your Honors for the purpose in this cause.

2. That your petitioner performed additional services not appearing on the face of the record but enuring to the benefit of the heirs of John Jobes, deceased, by attempting to assist the heirs in their efforts to sell said real estate to two other prospective buyers, before the sale was made to Richard H. McBurrows, including conversations, correspondence, preparation of documents and other incidental services.

3. That your petitioner was required without fee to settle the small estate of James Ghervin Jobes, deceased, in order to deliver clear title in these proceedings.

4. That your petitioner was put to additional expense by the purchaser's delay in making financial and legal arrangements to close his purchase, including many telephone conversations and considerable correspondence.

Wherefore, your petitioner suggests that he be allowed an additional fee, aside from his trustee's commission (of $400) and that a reasonable additional fee would be $200.00.

The undersigned does solemnly swear and affirm under the penalties of perjury that the contents of the foregoing Petition are true and correct.

Howard Wood

(Howard Wood) Trustee

We the undersigned attorneys certify that in our opinion the suggested attorney's fee of $200 is reasonable and proper, in addition to the trustee's commissions, in the circumstances presented.

Robert N Price Jr

[illegible]

ORDER OF COURT

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 5th day of February, 1980, that Howard Wood is hereby allowed an attorney's fee in addition to trustee's commissions for the services described in the aforegoing petition, payable from the proceeds of sale in this cause, in the sum of $ 200.00 subject to exception by any interested party upon the stating of the audit of the proceeds of sale.

Clayton C. Carter

JUDGE

McCAULEY JOBES, et al.

vs.

CLAUDIA M. DUSON, Per. Rep., et al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 6423

TO THE HONORABLE, THE JUDGES OF SAID COURT:

This Report of J. Thomas Clark, Auditor, unto your Honors, respectfully represents:

1. That this Account is stated at the request of Howard Wood, Trustee.

2. That in the within account Howard Wood, Trustee, is charged with the proceeds of sale made by him and the prorata share of taxes; and thereafter he is allowed his commissions for making said sale and his fee, per Order of Court, the court costs, the premium on the bond, amounts due for back taxes, costs of survey and percolation test permit, the 1979-80 State and County taxes, the amounts due for advertising fees, the appraiser's fee, and the fee of your Auditor, and the balance was directed to be paid over to the heirs.

Respectfully submitted,

J Thomas Clark

J Thomas Clark, Auditor

February 13, 1980

CAUSE NO. 6423

The sale of land reported in this cause by Howard Wood, Trustee, to sell and convey the land in this suit.

Dr.

1979 Sept. 28	By proceeds of sale of land, per report of said Trustee	$5,000.00
	By prorata share of 1979-80 taxes, reimbursed by Buyer	16.24
	By gross proceeds of sale	$5,016.24

Cr.

To Howard Wood, for			
1. His commissions on sale	$ 400.00		
2. His fee per Order of Court	200.00	600.00	
To do., for amounts paid Marguerite W. Mankin, Clerk			
1. Advanced filing fee	$ 50.00		
2. Appearance fee	10.00		
3. Sheriff's fees	15.00		
4. Examiner's fee	25.00		
5. Stenographer's fee	30.00		
6. Clerk's additional	133.00	263.00	
To do., for an amount paid W. M. Freestate & Sonc, Inc., for the bond premium in this cause		20.00	
To do., for amounts due McCauley Jobes, for			
1. Back taxes	$ 234.27		
2. Costs of survey	237.00		
3. Percolation test permit	25.00	496.27	
To do., for an amount paid Wm. H. Tolson, Treasurer, for 1979-80 State and County taxes		38.38	
To do., for amount paid Queen Anne's Record-Observer for publication of Order Nisi and Notice To Creditors		50.00	
To do., for an amount paid Edwin W. Kelley, for appraiser's fee, in this cause		20.00	
To do., for an amount due J. Thomas Clark, for			
1. Stating this account	$ 45.00		
2. Notifying parties	10.00	55.00	
To balance for distribution		3,473.59	
		$5,016.24	$5,016.24

February 13, 1980

J. Thomas Clark

J. Thomas Clark, Auditor

Dr.

For Distribution----------$3,473.59

Cr.

To McCauley Jobes, a 1/4 share		$ 868.39
To Jessie Jobes, a 1/4 share		868.40
To Claudia M. Duson, Personal Representative of the Estate of Ruth McDaniel, deceased, a 1/4 share, as follows:		
1. 1/4 share----------	$868.40	868.40
2. Less Costs of certificate due Howard Wood-----	1.00	
Balance due----------	$867.40	
To Henry Pollard, a 1/20 share, as follows:		
1. 1/20 share----------	$173.68	173.68
2. Less judgment debt due to U. S. Life Credit Corp. plus satisfaction--------	143.16	
Balance due----------	$ 30.52	
To Robert Pollard, a 1/20 share		173.68
To William Pollard, a 1/20 share, as follows:		
1. 1/20 share----------	$173.68	173.68
2. Less postage due to Howard Wood----------	2.05	
Balance due----------	$171.63	
To Janet Adams, a 1/40 share		86.84
To Ruth Gaines, a 1/40 share		86.84
To Catherine M. Higdon, Personal Representative of the Estate of James Ghervin Jobes, deceased, a 1/20 shares, as follows:		
1. 1/20 share----------	$173.68	173.68
2. Less Court costs due to Howard Wood----------	3.00	
Balance due----------	$170.68	
		$3,473.59 $3,473.59

February 13, 1980

J. Thomas Clark

J. Thomas Clark, Auditor

McCAULEY JOBES, ET AL.

vs.

CLAUDIA M. DUSON, PER. REP., ET AL.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 6423

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on February 13, 1980, the date the account in the above entitled cause was filed in this Court, that he did by U. S. First Class Mail notify the following interested persons to this cause, to wit:

Howard Wood, Trustee
119 Lawyers Row
Centreville, Maryland 21617

McCauley Jobes
Chester, Maryland 21619

Jessie Jobes
Chester, Maryland 21619

Janet Adams
Chester, Maryland 21619

Ruth Gaines
Chester, Maryland 21619

Richard H. McBurrows
3403 Cohasset Avenue
Annapolis, Maryland 21403

Claudia M. Duson, Per. Rep.
c/o Edward Turner, Res. Agent
109 Lawyers Row
Centreville, Maryland 21617

Henry Pollard
Chester, Maryland 21619

Robert Pollard
Chester, Maryland 21619

William Pollard
1832 Montrose Street
Philadelphia, Penn.

Catherine M. Higdon, Per. Rep.
P. O. Box 24
Wye Mills, Maryland 21679

Pursuant to Rule 595, Sec. G, Maryland Rules of Procedure, notify each of them, that said account was filed on February 13, 1980, with the Clerk of the Circuit Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before February 28, 1980, and if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on February 29, 1980.

J. Thomas Clark, Auditor

February 13, 1980

McCAULEY JOBES, et al.	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
	*	No. 6423
CLAUDIA M. DUSON, Per. Rep. et al.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 13th day of February, 19 80, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 29th day of February, 19 80, 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 February 13, 1980

McCAULEY JOBES, et al.	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6423
	*	
CLAUDIA M. DUSON, Per. Rep, et al.	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 29th day of February, 19 80, by the Court that the account of the Auditor is finally ratified and confirmed, and Howard Wood, ~~Attorney~~/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 February 29, 1980