

CLERK OF THE COURT
OCT 10 AM 11:53
QUEEN ANNE'S COUNTY

JAMES E. THOMPSON, JR. * IN THE
ASSIGNEE FOR THE * CIRCUIT COURT
PURPOSE OF COLLECTION * FOR
BY FORECLOSURE OR OTHERWISE * QUEEN ANNE'S COUNTY
118 NORTH COMMERCE STREET *
CENTREVILLE, MARYLAND 21617 * EQUITY NO. 6531

* * * * *

ORDER TO DOCKET SUIT

TO THE CLERK OF THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY 16743 *****5000
MADAM: OCT 10-79 A 924343 *****5000

Please docket suit for the foreclosure of a Mortgage from William Roger Darling and Sue Ann Darling, Mortgagors, to William Henry Dean and Naomi Elva Dean, Mortgagees, dated December 6, 1974, recorded December 10, 1974, in Liber C.W.C. No. 89, folio 463, a Land Record Book for Queen Anne's County, Maryland, which said Mortgage was assumed by Wayne M. Bradley and Carol S. Bradley, his wife, by Deed and Agreement of Assumption of Mortgage dated June 24, 1977, recorded June 24, 1977, in Liber C.W.C. No. 122, folio 78, a Land Record Book for Queen Anne's County, Maryland, which said Mortgage and Agreement of Assumption of Mortgage have been assigned to James E. Thompson, Jr. for the purpose of collection by foreclosure or otherwise, default having occurred in the terms and provisions of said Mortgage and Agreement of Assumption of Mortgage by non-payment of the accrued interest and failure to keep the property insured against loss by fire, and you will please file in said cause a certified copy of the Mortgage recorded in Liber C.W.C. No. 89, folio 463 (2) the Deed and Agreement of Assumption of Mortgage recorded in Liber C.W.C. No. 122, folio 78 and (3) the assignment of (1) and (2) to James E. Thompson, Jr. and mark the same "Assignee's Exhibits 1, 2, and 3" respectively.

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

736-0877

James E. Thompson, Jr.
James E. Thompson, Jr.
Assignee for the Purpose of
Collection by Foreclosure or
Otherwise
118 North Commerce Street
Centreville, Maryland 21617

STATE OF MARYLAND
QUEEN ANNE'S COUNTY

)
) TO WIT:
)

THIS IS TO CERTIFY, that on this 10th day of October, 1979, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James E. Thompson, Jr., Assignee for the Purpose of Collection by Foreclosure or Otherwise and made oath in due form of law that after diligent inquiry it has been found that Wayne M. Bradley resides at Price, Queen Anne's County, Maryland 21656, and Carol S. Bradley resides % Charles S. McWilliams, 139 Rosemont Avenue, Coatesville, Pennsylvania 19320, and further that Wayne M. Bradley and Carol S. Bradley are not in the military service of the United States as defined by the Soldiers and Sailors Relief Act and have not been in such service within three (3) months prior hereto.

WITNESS my hand and Notarial Seal.

James E. Thompson, Jr.
Notary Public
My Commission Expires: July 1, 1982



JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
756-0077

1979 OCT 10 AM 11:53
QUEEN ANNE'S COUNTY

JAMES E. THOMPSON, JR. * IN THE
ASSIGNEE FOR THE * CIRCUIT COURT
PURPOSE OF COLLECTION * FOR
BY FORECLOSURE OR OTHERWISE * QUEEN ANNE'S COUNTY
118 NORTH COMMERCE STREET *
CENTREVILLE, MARYLAND 21617 * EQUITY NO. 6531
* * * * *

STATEMENT OF DEBT

Principal indebtedness as shown
by Assumption Agreement \$ 100,000.00
Interest due October 1, 1979 2,000.00
Total due on Mortgage \$ 102,000.00

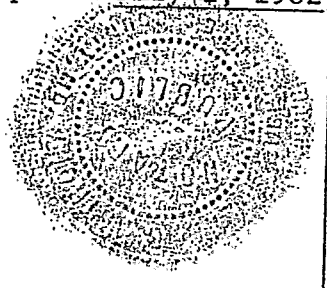
STATE OF MARYLAND)
QUEEN ANNE'S COUNTY) TO WIT:

I HEREBY CERTIFY, that on this 10th day of October,
1979, before me, the subscriber, a Notary Public of the State of
Maryland, in and for the County aforesaid, personally appeared
JAMES E. THOMPSON, JR., Assignee for the Purpose of Collection
by Foreclosure or Otherwise, and made oath in due form of law that
the foregoing is a true statement of the mortgage debt due from
Wayne M. Bradley and Carol S. Bradley, his wife, who assumed
payment of the aforesaid mortgage mentioned and described in said
statement, to the best of his knowledge, information and belief.

ITNESS my hand and Notarial Seal.

James E. Thompson, Jr.
Notary Public
My Commission Expires: July 1, 1982

CLERK OF THE COURT
1979 OCT 10 AM 11:53
QUEEN ANNE'S COUNTY



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

1828 12-1-82 3

BOND

Equity 6531

STATE OF MARYLAND

QUEEN ANNE'S COUNTY

)
) TO WIT:
)

KNOW ALL MEN BY THESE PRESENTS THAT WE, JAMES E. THOMPSON, JR., of Queen Anne's County, State of Maryland, and the HARTFORD ACCIDENT AND INDEMNITY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, to the full and just sum of ONE HUNDRED TEN THOUSAND DOLLARS (\$110,000.00), current money of the United States of America, to be paid to the State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, personal representatives, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 11 day of October, 1979.

WHEREAS, the above bounded principal by virtue of the power contained in the Mortgage from William Roger Darling, et ux, to William Henry Dean and Naomi Elva Dean, his wife, dated December 6, 1974, recorded December 10, 1974, in Liber C.W.C. No. 89, folio 463, a Land Record Book for Queen Anne's County, which said Mortgage was assumed by Wayne M. Bradley and Carol S. Bradley, his wife, by Deed and Agreement of Assumption of Mortgage dated June 24, 1977, recorded June 24, 1977, in Liber C.W.C. No. 122, folio 78, a Land Record Book for Queen Anne's County, Maryland, which said Mortgage and Agreement of Assumption were assigned to the principal for collection and he is about to sell the land and premises in said Mortgage and Deed and Agreement of Assumption of Mortgage, default having been made in the payment of the money as specified in the Agreement of Assumption of Mortgage and in the conditions and covenants of the Mortgage.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden James E. Thompson, Jr., Assignee, as aforesaid, does and shall well, truly and faithfully perform the trusts reposed in him under the mortgage as aforesaid, and shall abide by and fulfill any order or decree which shall be made by and Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and effect.

IN TESTIMONY WHEREOF, the above bounded James E. Thompson, Jr. has hereunto set his hand and seal, and the said body corporate has caused these presents to be duly signed by its attorney in fact, the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

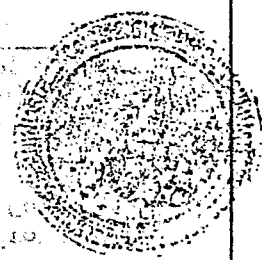
Jannice L. Edwards *James E. Thompson, Jr.* (SEAL)
JAMES E. THOMPSON, JR.
ASSIGNEE

HARTFORD ACCIDENT AND INDEMNITY COMPANY

ATTEST:

Jannice L. Edwards BY: *William M. Freestate* (SEAL)
WILLIAM M. FREESTATE
ATTORNEY IN FACT

CERTIFIED COPY OF
POWER OF ATTORNEY ATTACHED



JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
780-0077

SURETY APPROVED AND BOND FILED ON Oct. 11 - 1979

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from
Liber CWC No. 2, folio 326 , a Bond Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe
my name and affix the Seal of the Circuit
Court for Queen Anne's County, this 22nd
day of October , 1979.

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

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
Douglas H. Geer, Secretary



Thomas F. Delaney
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.

STATE OF CONNECTICUT, }
COUNTY OF HARTFORD, } ss.

CERTIFICATE

Gloria Mazotas
Gloria Mazotas, Notary Public
My Commission Expires March 31, 1978

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 11th day of October 19 79



John E. Lukens
John E. Lukens

JAMES E. THOMPSON, JR.
ASSIGNEE FOR THE
PURPOSE OF COLLECTION
BY FORECLOSURE OR OTHERWISE
118 NORTH COMMERCE STREET
CENTREVILLE, MARYLAND 21617

v.

WAYNE M. BRADLEY
PRICE, MARYLAND 21656

and

CAROL S. BRADLEY, his wife
% CHARLES S. McWILLIAMS
139 ROSEMONT AVENUE
COATESVILLE, PENNSYLVANIA 19320

*
* IN THE
* CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY
*
* EQUITY NO. 6531

AMENDED
ORDER TO DOCKET SUIT

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

MADAM CLERK:

Please docket suit for the foreclosure of a Mortgage from William Roger Darling and Sue Ann Darling, Mortgagors, to William Henry Dean and Naomi Elva Dean, Mortgagees, dated December 6, 1974, recorded December 10, 1974, in Liber C.W.C. No. 89, folio 463, a Land Record Book for Queen Anne's County, Maryland, which said Mortgage was assumed by Wayne M. Bradley and Carol S. Bradley, his wife, by Deed and Agreement of Assumption of Mortgage dated June 24, 1977, recorded June 24, 1977, in Liber C.W.C. No. 122, folio 78, a Land Record Book for Queen Anne's County, Maryland, which said Mortgage and Agreement of Assumption of Mortgage have been assigned to James E. Thompson, Jr. for the purpose of collection by foreclosure or otherwise, default having occurred in the terms and provisions of said Mortgage and Agreement of Assumption of Mortgage by non-payment of the accrued interest and failure to keep the property insured against loss by fire, and you will please file in said cause a certified copy of the Mortgage recorded in Liber C.W.C. No. 89, folio 463 (2) the Deed and Agreement of Assumption of Mortgage recorded in Liber C.W.C. No. 122, folio 78 and (3) the assignment of (1) and (2) to James E. Thompson, Jr. and mark the same "Assignee's Exhibits 1, 2, and 3" respectively.

RECEIVED
CLERK OF THE COURT
1979 OCT 24 PM 3:10
QUEEN ANNE'S COUNTY

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

756-0877

James E. Thompson, Jr.
James E. Thompson, Jr.
Assignee for the Purpose of
Collection by Foreclosure or Otherwise
118 North Commerce Street
Centreville, Maryland 21617

LIBER 82 7

1979 12 8

STATE OF MARYLAND
QUEEN ANNE'S COUNTY

)
) TO WIT:

THIS IS TO CERTIFY, that on this 23rd day of October, 1979, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James E. Thompson, Jr., Assignee for the Purpose of Collection by Foreclosure or Otherwise and made oath in due form of law that after diligent inquiry it has been found that Wayne M. Bradley resides at Price, Queen Anne's County, Maryland 21656, and Carol S. Bradley resides % Charles S. McWilliams, 139 Rosemont Avenue, Coatesville, Pennsylvania 19320, and further that Wayne M. Bradley and Carol S. Bradley are not in the military service of the United States as defined by the Soldiers and Sailors Relief Act and have not been in such service within three (3) months prior hereto.

WITNESS my hand and Notarial Seal.

James E. Thompson, Jr.
Notary Public
My Commission Expires: July 1, 1982



JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
756-0677

JAMES E. THOMPSON, JR.
ASSIGNEE FOR THE
PURPOSE OF COLLECTION
BY FORECLOSURE OR OTHERWISE
118 NORTH COMMERCE STREET
CENTREVILLE, MARYLAND 21617

v.

WAYNE M. BRADLEY
PRICE, MARYLAND 21656

and

CAROL S. BRADLEY, his wife
% CHARLES S. McWILLIAMS
139 ROSEMONT AVENUE
COATESVILLE, PENNSYLVANIA 19320

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY

EQUITY NO. 6531

RECEIVED
CLERK OF CIRCUIT COURT
1979 OCT 24 PM 3:10
QUEEN ANNE'S COUNTY

* * * * *

STATEMENT OF DEBT

Principal indebtedness as shown
by Assumption Agreement \$ 100,000.00
Interest due October 1, 1979 2,000.00
Total due on Mortgage \$ 102,000.00

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

I HEREBY CERTIFY, that on this 23rd day of October, 1979, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JAMES E. THOMPSON, JR., Assignee for the Purpose of Collection by Foreclosure or Otherwise, and made oath in due form of law that the foregoing is a true statement of the mortgage debt due from Wayne M. Bradley and Carol S. Bradley, his wife, who assumed payment of the aforesaid mortgage mentioned and described in said statement, to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

James E. Thompson, Jr.
Notary Public
My Commission Expires: July 1, 1982



THIS ASSIGNMENT OF MORTGAGE AND ASSIGNMENT OF AGREEMENT OF ASSUMPTION OF MORTGAGE, made this 10th day of October 1979, by WILLIAM HENRY DEAN and NAOMI ELVA DEAN, Centreville, Maryland.

WHEREAS, William Henry Dean and Naomi Elva Dean, his wife, are the holders of a Mortgage from William Roger Darling and Sue Ann Darling, his wife, dated December 6, 1974, recorded December 10, 1974, in Liber C.W.C. No. 89, folio 463, a Land Record Book for Queen Anne's County, Maryland; and

WHEREAS, said Mortgage was assumed by Wayne M. Bradley and Carol S. Bradley, his wife, by Deed and Agreement of Assumption of Mortgage dated June 24, 1977, recorded June 24, 1977, in Liber C.W.C. No. 122, folio 78, a Land Record Book for Queen Anne's County, Maryland; and

WHEREAS, said Mortgage and the Agreement of Assumption of Mortgage are in default according to the terms set forth therein; and

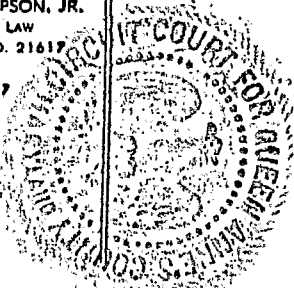
WHEREAS, the holders of the Mortgage and Agreement of Assumption of Mortgage, William Henry Dean and Naomi Elva Dean, desire the balance due thereon collected by foreclosure or otherwise.

NOW, THEREFORE, THIS ASSIGNMENT WITNESSETH, that for value received the said William Henry Dean and Naomi Elva Dean do hereby jointly and severally assign the mortgage from William Roger Darling and Sue Ann Darling dated December 6, 1974, recorded December 10, 1974, in Liber C.W.C. No. 89, folio 463, and the Agreement of Assumption of Mortgage executed by Wayne M. Bradley and Carol S. Bradley dated June 24, 1977, recorded June 24, 1977, in Liber C.W.C. No. 122, folio 78 to James E. Thompson, Jr., Assignee for the purpose of collection by foreclosure or otherwise.

WITNESS our hands and seals this 10th day of October

MES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617

756-0677



LIBER 155 PAGE 783

RECEIVED
CLERK OF DISTRICT COURT
1979 OCT 24 PM 3:12
QUEEN ANNE'S COUNTY

ASSIGNEE'S EXHIBIT 3

1979,

WITNESS:

~~Jean A. Anthony~~

William Henry Dean (SEAL)
William Henry Dean

~~Jean A. Anthony~~

Naomi Elva Dean (SEAL)
Naomi Elva Dean

STATE OF MARYLAND

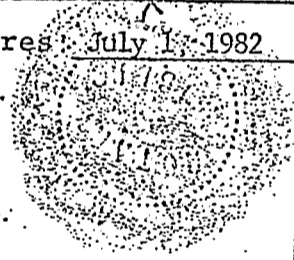
QUEEN ANNE'S COUNTY

TO WIT

I HEREBY CERTIFY, that on this 04th day of October, 1979, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared WILLIAM HENRY DEAN and NAOMI ELVA DEAN, his wife, and acknowledged the foregoing Assignment of Mortgage and Assignment of Agreement of Assumption of Mortgage to be their act and deed.

WITNESS my hand and Notarial Seal.

Jean A. Anthony
Notary Public
My Commission Expires July 1, 1982



CLERK OF COURT
1979 OCT 10 AM 11:51
QUEEN ANNE'S COUNTY

OCT 10-79 * 24342 *****
OCT 10-79 A #24342 *****



AMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
756-0677

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

THIS IS TO CERTIFY, that the foregoing was truly taken and copied from Liber MWM # 155, folio 783, 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 11th day of October 1979.



Marguerite W. Mankin
Marguerite W. Mankin, Clerk of
Circuit Court for Queen Anne's
County.

DOCUMENT NO. 89, 130

THIS DEED AND AGREEMENT OF ASSUMPTION OF MORTGAGE, made this 24th day of June, 1977, by and between WILLIAM ROGER DARLING, Widower, of Queen Anne's County, State of Maryland, GRANTOR, party of the first part; WILLIAM HENRY DEAN and NAOMI ELVA DEAN, his wife, of the County and State aforesaid, MORTGAGEES, parties of the second part; and WAYNE M. BRADLEY and CAROL S. BRADLEY, his wife, of the County and State aforesaid, GRANTEES, parties of the third part;

WHEREAS, the party of the first part did, in order to secure the repayment of a promissory note in the principal sum of ONE HUNDRED THIRTY THREE THOUSAND FOUR HUNDRED EIGHTY DOLLARS (\$133,480.00), execute a mortgage to the parties of the second part on the hereinafter described real estate dated December 6, 1974, and recorded in Liber C. W. C. No. 89, folio 463, a land record book for Queen Anne's County, State of Maryland;

AND WHEREAS, by this Deed and Agreement of Assumption of Mortgage, the party of the first part intends to grant and convey the hereinafter described real estate unto the parties of the third part for good and valuable considerations, including the assumption by the parties of the third part of the above described mortgage;

AND WHEREAS, the parties hereto have agreed that since the party of the first part has made a prepayment of \$33,480.00 on the above stated mortgage indebtedness to the parties of the second part, that there is presently ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) due on the mortgage indebtedness as of this date, plus interest at EIGHT PER CENTUM (8%) per annum; and because of the above mentioned prepayment, the quarterly payments of interest only and of interest and principal have been reduced so that said ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) indebtedness, with interest at EIGHT PER CENTUM (8%) per annum, shall be paid in the following manner:

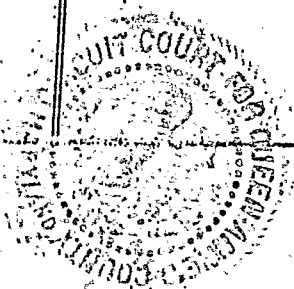
Said indebtedness shall be repaid in 23 equal, consecutive, quarter annual installments of TWO THOUSAND DOLLARS (\$2,000.00) each, which shall just be the interest on the said principal; the first installment of just interest shall be due and payable on July 1, 1977, and subsequent installments to be due and payable at each THREE (3) MONTHS thereafter until the final installment of just interest is payable on January 1, 1983;

Thereafter said indebtedness shall be repaid in SIXTY (60) equal, consecutive, quarter annual installments of TWO THOUSAND EIGHT HUNDRED SEVENTY SIX DOLLARS AND EIGHTY CENTS (\$2,876.80) each, the first installment to be due and payable on the first day of April, 1983, and subsequent installments to be due and payable at the end of each three (3) months thereafter until the full amount of principal indebtedness as aforesaid, and all interest thereon has been fully paid; provided that the final payment of principal and interest, if no sooner paid, shall be due and payable on the first day of January, 1998, together with interest to date of payment at the rate of EIGHT PER CENTUM (8%) per annum on any balance remaining unpaid after the date on which the final payment above provided for has become due and payable;

AND WHEREAS, the parties of the second part do enter into this Deed and Assumption of Mortgage for the purpose of assenting to the terms of repayment of the mortgage indebtedness, as aforesaid, and to consent to the transfer of title to the mortgaged premises to the parties of the third part;

AND WHEREAS, the parties of the third part have agreed to assume the payment of the mortgage debt, as stated above, and the interest, taxes, etc., on said hereinafter described property, and all other payments provided for in said mortgage and to perform all the covenants and conditions set forth in said mortgage referred to above and recorded among the Land Records of Queen Anne's County in Liber C. W. C. No. 89, folio 463, except as amended by these presents;

NOW, THEREFORE, the premises considered and in further consideration of the explanatory matters set out above, which matters are not merely prefatory, but form and shall be construed as a part hereof;



RECEIVED
CLERK OF COURT
1979 OCT 24
PM 3:12
QUEEN ANNE'S COUNTY

ASSIGNEE'S EXHIBIT 2

11/17/77 Original mailed to Martin Price, Md. 21656

TO HAVE-2

THIS DEED AND AGREEMENT OF ASSUMPTION OF MORTGAGE WITNESSETH, that for and in consideration of the sum of FIVE DOLLARS (\$5.00), the foregoing explanatory matters and other good and valuable considerations, the receipt of which is hereby acknowledged, including the assumption by the parties of the third part herein of the mortgage from William Roger Darling and Sue Ann Darling (now deceased), his wife, to William Henry Dean and Naomi Elva Dean, his wife, dated December 6, 1974, in the original principal amount of \$133,480.00 (there being due thereon as of this date, the sum of \$100,000.00), and recorded as aforesaid; the said William Roger Darling, Widower, does hereby grant and convey unto the said Wayne M. Bradley and Carol S. Bradley, his wife, as tenants by the entireties, their assigns and to the survivor of them, his or her heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that tract of land, or small farm, formerly known as the "George W. Dickerson Property", situate, lying and being in the Second Election District of Queen Anne's County, Maryland, on the right or Westerly side of the State Road leading from Church Hill to Price, adjoining the land of, or formerly of, William J. Stant, the land of, or formerly of, Medford T. Cahall, and the lands of others, and more particularly described as follows, to wit: BEGINNING for the same in the middle of the old public road opposite a cedar post and a stone standing on the Westerly side of said road at the Northeast corner of the land of, or formerly of, the said William J. Stant, and at the Northwest corner of the property hereby conveyed, and running from thence with said old public road, South 31° East, 47.4 perches to a post; thence, South 59° West, 76.9 perches to a post; thence, North 31° West, 57½ perches to a post in the line of the land of the said William J. Stant; and thence, North 66½° East, 76.9 perches to the place of beginning; CONTAINING twenty five (25) acres of land, more or less; EXCEPTING THEREFROM, however, the following lots or parcels of land, which contain in the aggregate approximately five (5) acres of land, which were conveyed, as follows: (a) from John W. Powell to William W. Bowen and Kathryn E. Bowen, his wife, dated March 25, 1914, and recorded in Liber W. F. W. No. 5, folio 103; (b) from John W. Powell, et al, to William W. Bowen dated May 4, 1916, and recorded in Liber W. F. W. No. 9, folio 4; (c) from John W. Powell to Estella Cahall dated April 16, 1919, and recorded in Liber J. F. R. No. 2, folio 186; (d) Lot No. 2 of the land of J. W. Powell, as shown on the Plat made by John C. Turner, Surveyor, dated August 11, 1915, and recorded in Liber W. F. W. No. 7, folio 442; and (e) approximately 3800 square feet, more or less, granted to the State of Maryland to the use of the State Roads Commission of Maryland by deed from William Henry Dean and Naomi Elva Dean dated January 17, 1957, and recorded in Liber T. S. P. No. 32, folio 405.

BEING the same tract or farm which was granted and conveyed unto William Roger Darling and Sue Ann Darling (now deceased), his wife, by William Henry Dean and Naomi Elva Dean, his wife, by deed of conveyance bearing date December 6, 1974, and recorded in Liber C. W. C. No. 89, folio 458. All Libers above mentioned being land record books for Queen Anne's County, State of Maryland. The said Sue Ann Darling having departed this life prior hereto, this land vested solely in the said William Roger Darling, as surviving tenant by the entirety, the Grantor herein.

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 Wayne M. Bradley and Carol S. Bradley, his wife, as tenants by the entireties, their assigns and to the survivor of them, his or her heirs and assigns, in fee simple;

AND the said Grantor does hereby covenant that he has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; and he will warrant specially the property hereby granted and conveyed; and that he will execute such further assurance of the same as may be requisite, except as to the mortgage hereinabove described, the payment of which the Grantees herein assume and agree to pay.

AND the said Grantees for themselves and their heirs, executors and administrators, covenant with the Grantor, his heirs, executors and administrators, to pay the mortgage above described and the principal debt now due thereby as above stated and the interest to accrue thereon from June 24, 1977, to the release and exoneration of the said Grantor, his heirs, executors and administrators.

AND, NOW, THEREFORE, THIS DEED AND AGREEMENT OF ASSUMPTION OF MORTGAGE FURTHER WITNESSETH, that in consideration of the mutual advantages to accrue to the parties of the third part and the sum of ONE DOLLAR (\$1.00), paid by the party of the first part and the parties of the second part hereto to the parties of the third part; IT IS UNDERSTOOD AND AGREED by and between the parties hereto, as follows:

The said parties of the third part do hereby covenant and agree with the parties of the second part to assume and do hereby assume the performance of all the covenants and agreements contained and recited in the mortgage above referred to; and do further covenant and agree to pay said mortgage indebtedness, together with interest thereon, in accordance with the terms and conditions of said mortgage; except as amended by these presents;

IN TESTIMONY WHEREOF, the said William Roger Darling, William Henry Dean and Naomi Elva Dean, his wife, and the said Wayne M. Bradley and Carol S. Bradley, his wife, have hereunto affixed their names and seals the day and year first hereinabove written.

TEST: (as to Grantor)

Virginia S. White

William Roger Darling (SEAL)
William Roger Darling GRANTOR

TEST: (as to Mortgagees)

Virginia S. White

William Henry Dean (SEAL)
William Henry Dean

Virginia S. White

Naomi Elva Dean (SEAL)
Naomi Elva Dean MORTGAGEES

TEST: (as to Grantees)

Virginia S. White

Wayne M. Bradley (SEAL)
Wayne M. Bradley

Virginia S. White

Carol S. Bradley (SEAL)
Carol S. Bradley GRANTEES



1-28-75 assigned to mortgagee: MW 2/6/77

11, 1975

This Mortgage, made this 6 day of December, 1974, by and between

WILLIAM ROGER DARLING and SUE ANN DARLING, his wife, of the first part, hereinafter referred to as MORTGAGOR, and WILLIAM HENRY DEAN and NAOMI ELVA DEAN, his wife, 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 ONE HUNDRED THIRTY-THREE THOUSAND FOUR HUNDRED EIGHTY DOLLARS (\$133,480.00) payable, with interest thereon from the date hereof at the rate of eight (8%) per centum per annum on the unpaid principal until paid, at the designated office of the holder, in the manner following:

Said indebtedness shall be repaid in 32 equal, consecutive, quarter annual installments of \$2,669.60 each, which shall just be the interest on the said principal; the first installment of just interest shall be due and payable on April 1, 1975, and subsequent installments to be due and payable at each three months thereafter until the final installment of just interest is payable on January 1, 1983.

Thereafter said indebtedness shall be repaid in 60 equal, consecutive, quarter annual installments of \$3,839.95 each, the first installment to be due and payable on the 1st day of April, 1983, and subsequent installments to be due and payable at the end of each 3 months thereafter until the full amount of principal indebtedness as aforesaid, and all interest thereon has been fully paid; provided that the final payment of principal and interest, if no sooner paid, shall be due and payable on the 1st day of January, 1988, together with interest to date of payment at the rate of 8% per annum on any balance remaining unpaid after the date on which the final payment above provided for has become due and payable.

AND WHEREAS, said money herein loaned forms a part of the purchase money.

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

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

ALL that tract of land or small farm, formerly known as the "George W. Dickerson Property", situate, lying and being in the Second Election District of Queen Anne's County, Maryland, on the right or westerly side of the state road leading from Church Hill to Price, adjoining the land of, or formerly of, William J. Stant, the land of, or formerly of, Medford T. Cahall, and the lands of others, and more particularly described as follows, to wit:

BEGINNING for the same in the middle of the old public road opposite a cedar post and a stone standing on the westerly side of said road at the northeast corner of the land of, or formerly of, said William J. Stant, and at the northwest corner of the property hereby conveyed, and running from thence, with said old public road South 31° East, 47.4 perches to a post; thence, South 59° West, 76.9 perches to a post; thence, North 31° West 57½ perches to a post in the line of the land of said William J. Stant; and thence, North 66¼° East, 76.9 perches to the place of beginning, containing 25 acres of land, more or less.

EXCEPTING THEREFROM, however, the following described lots or parcels of land which contain in the aggregate approximately five acres of land, that is to say:

(a) The lot or parcel of land conveyed by deed from John W. Powell to William W. Bowen and Kathryn E. Bowen, his wife, dated March 25, 1914 and recorded among the Land Records of Queen Anne's County in Liber WFW No. 5, folio 103.

(b) The lot or parcel of land conveyed by deed from John W. Powell et. al., to William W. Bowen, dated May 4, 1916, and recorded among the Land Records of Queen Anne's County in Liber WFW No. 9, folio 4.



LIBER 89 PAGE 463

RECORDED
CLERK: J. H. BROWN
1979 OCT 24 PM 3:12
QUEEN ANNE'S COUNTY

LIBER 12 PAGE 17

ASSIGNEE'S EXHIBIT 1

(c) The lot or parcel of land conveyed by deed from John W. Powell to Estella Cahall, dated April 16, 1919, and recorded among the Land Records of Queen Anne's County in Liber JFR No. 2, folio 186.

(d) The lot or parcel of land described as Lot No. 2, of the land of J. W. Powell, as shown on the plat made by John C. Turner, surveyor, dated August 11, 1915, and recorded among the Land Records of Queen Anne's County in Liber WFW No. 7, folio 442.

BEING the same and all the land granted and conveyed from William Henry Dean and Naomi Elva Dean, his wife, to William Roger Darling and Sue Ann Darling, his wife, by deed dated even date herewith and recorded among the Land Records of Queen Anne's County prior hereto.

RECEIVED FOR RECORD
& RECORDED IN LIBER 12
FOLIO 464

1974 DEC 10 PM 2:16

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

DEC 10-74 * 2 297 *****11.50
DEC 10-74 A 2 297 *****11.50

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

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

AND the Mortgagor covenants with the Mortgagee as follows: (1) To repay the indebtedness, together with interest, secured by this mortgage, when due. (2) to keep the improvements on the premises insured against loss or damage by fire and such other hazards as may be required by the Mortgagee, to the amount of at least the insurable value thereof, in an insurance company or companies selected by the Mortgagee, and to have all said policies so framed or endorsed that the proceeds arising from said policies, in case of loss or damage, shall be payable to the Mortgagee only, and may, at his option, be applied to the extinguishment of the indebtedness and sums secured by this mortgage, whether then due or not, or used for the reconstruction of the improvements on the mortgaged property, and to deliver all said policies to the Mortgagee to be kept by him, (3) to pay all taxes, water and sewer charges, insurance premiums, public dues and assessments, for which the Mortgagor and/or the property hereby mortgaged may become liable, when payable; in the event the Mortgagor fails to make the said payments, the Mortgagee is hereby authorized to pay the same, and the amount so paid shall then be added to the principal indebtedness secured by this mortgage and bear interest at the rate of ~~seven~~ eight percentum 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

eight.
(8%)

John T. Clark, III, his hereby duly constituted attorney for the purpose, are hereby authorized to sell said premises after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper published in the County where the mortgaged property or some portion thereof is located, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, and to apply the proceeds of sale as follows, to wit: first, to the payment of all expenses incident to such sale, including a counsel fee of \$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 Mortgagee 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.



of parcel of land conveyed by deed from John W. Howell
WITNESS the hand and seal of the Mortgagor
WITNESS: _____

The 1st of _____ of Land William Roger Darling (SEAL)
dated August 11, 1915, and recorded among the Land Records of Queen Anne's
County in Liber W.F.W. No. 7, folio 442.

BEING the same and all the land granted William (SEAL)
Henry Dean and Naomi Elva Dean, his Sue Ann Darling
Sue William Roger Darling and Naomi Elva Dean (SEAL)
and recorded among the Land Records of Queen Anne's County prior hereto.

STATE OF MARYLAND
COUNTY OF _____

On this the _____ day of December, 1974, before me, William C. Omeal
the undersigned officer, personally appeared William Roger Darling
and Sue Ann Darling, 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 Henry Dean and Naomi Elva Dean
and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set
forth, and that he is the duly authorized agent of the within named Mortgages to make this affidavit.)



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

William C. Omeal
Notary Public

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

My commission expires: 7/1/78

Deed and Agreement of Assumption of Mortgage is recorded in Liber C.W.C.
No. 122, folio 178, a Land Record Book for Queen Anne's County.

FOR ASSIGNMENT SEE LIBER MWM 155 PAGE 783

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

THIS IS TO CERTIFY, that the foregoing was truly taken
and copied from Liber CWC # 89, folio 463, 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 11th
day of October 1974.

Marguerite W. Mankin
Marguerite W. Mankin, Clerk of
Circuit Court for Queen Anne's
County.

LIBER 89 PAGE 465

LIBER 12 PAGE 19

BOND

nty 6531

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

KNOW ALL MEN BY THESE PRESENTS THAT WE, JAMES E. THOMPSON, JR., of Queen Anne's County, State of Maryland, and the HARTFORD ACCIDENT AND INDEMNITY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, to the full and just sum of ONE HUNDRED TEN THOUSAND DOLLARS (\$110,000.00), current money of the United States of America, to be paid to the State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, personal representatives, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 11 day of October, 1979.

WHEREAS, the above bounded principal by virtue of the power contained in the Mortgage from William Roger Darling, et ux, to William Henry Dean and Naomi Elva Dean, his wife, dated December 6, 1974, recorded December 10, 1974, in Liber C.W.C. No. 89, folio 463, a Land Record Book for Queen Anne's County, which said Mortgage was assumed by Wayne M. Bradley and Carol S. Bradley, his wife, by Deed and Agreement of Assumption of Mortgage dated June 24, 1977, recorded June 24, 1977, in Liber C.W.C. No. 122, folio 78, a Land Record Book for Queen Anne's County, Maryland, which said Mortgage and Agreement of Assumption were assigned to the principal for collection and he is about to sell the land and premises in said Mortgage and Deed and Agreement of Assumption of Mortgage, default having been made in the payment of the money as specified in the Agreement of Assumption of Mortgage and in the conditions and covenants of the Mortgage.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden James E. Thompson, Jr., Assignee, as aforesaid, does and shall well, truly and faithfully perform the trusts reposed in him under the mortgage as aforesaid, and shall abide by and fulfill any order or decree which shall be made by and Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and effect.

IN TESTIMONY WHEREOF, the above bounded James E. Thompson, Jr. has hereunto set his hand and seal, and the said body corporate has caused these presents to be duly signed by its attorney in fact, the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

James E. Thompson, Jr. (SEAL)
JAMES E. THOMPSON, JR.
ASSIGNEE

HARTFORD ACCIDENT AND INDEMNITY COMPANY

ATTEST:

James E. Edwards
BY: William M. Freestate (SEAL)
WILLIAM M. FREESTATE
ATTORNEY IN FACT

CERTIFIED COPY OF
POWER OF ATTORNEY ATTACHED



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

SURETY APPROVED AND BOND FILED BY Not. H. 9779
RE Oct. 24, 1979
SURETY APPROVED AND BOND FILED BY RE

HARTFORD ACCIDENT AND INDEMNITY COMPANY

Hartford, Connecticut

000023

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.

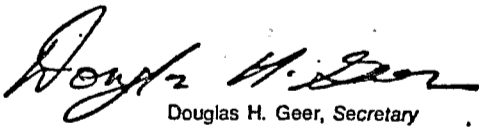
RESOLVED, That, whereas Robert N. H. Sener, Assistant Vice-President and Thomas F. Delaney, Assistant Vice-President, acting with any Secretary or Assistant Secretary, each have the power and authority, as long as he holds such office, to appoint by a power of attorney, for purposes only of executing 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.

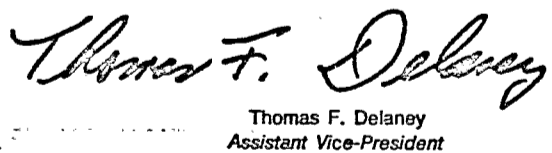
In Witness Whereof, the HARTFORD ACCIDENT AND INDEMNITY COMPANY has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereto affixed, duly attested by its Secretary, this 9th day of August, 1976.

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.

STATE OF CONNECTICUT, }
COUNTY OF HARTFORD, } ss.



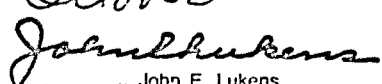

Gloria Mazotas, Notary Public
My Commission Expires March 31, 1978

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 11th day of October 19 79




John F. Lukens

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber C.W.C. No. 2, folio 336, a Bond Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 26th day of October 1979.

Marguerite W. Markin

Clerk of the Circuit Court for Queen Anne's County

JAMES E. THOMPSON, JR.
ASSIGNEE FOR THE PURPOSE
OF COLLECTION OR OTHERWISE
118 NORTH COMMERCE STREET
CENTREVILLE, MARYLAND 21617

v.

WAYNE M. BRADLEY
PRICE, MARYLAND 21656

and

CAROL S. BRADLEY, his wife
% CHARLES S. McWILLIAMS
139 ROSEMONT AVENUE
COATESVILLE, PENNSYLVANIA 19320*

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY

EQUITY NO. 6531

AFFIDAVIT
RULE W74 2(c)

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

CLERK OF COURT
1979 NOV 20 PM 1:28
QUEEN ANNE'S COUNTY

I HEREBY CERTIFY, that on this 20th day of November, 1979,
before me, the subscriber, a Notary Public of the State and County aforesaid,
personally appeared JAMES E. THOMPSON, JR., Assignee for the Purpose of
Collection, and made oath in due form of law that he served the notice of the
time, place and terms of sale upon the Mortgagors, WAYNE M. BRADLEY and
CAROL S. BRADLEY, by certified mail not more than twenty (20) days or less
than five (5) days before the day of sale, as witness the attached copy of said
notice, the certificate for certified mail and return receipt.

WITNESS my hand and Notarial Seal.

James E. Thompson
Notary Public
My Commission Expires: July 1, 1982



JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
756-0877

P07 1813247

RECEIPT FOR CERTIFIED MAIL

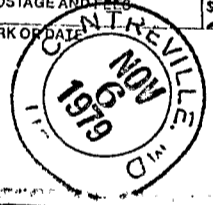
NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL
(See Reverse)

SENT TO
WALTER M BRADLEY
STREET AND NO.

P.O., STATE AND ZIP CODE
Price Md 21656

POSTAGE	\$ <i>15</i>
CERTIFIED FEE	<i>20</i> c
SPECIAL DELIVERY	c
RESTRICTED DELIVERY	<i>20</i> c
RETURN RECEIPT SERVICE	<i>45</i> c
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 \$ *220*



10" space on
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elivery. \$
FEES)
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INSURED NO.
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horized agent
Price, Md.
POSTMARK
NOV 7
P.M.
CLERK'S INITIALS
650

PS Form 3800, Apr. 1976

☆ GPO: 1974-272-382

P07 1813248

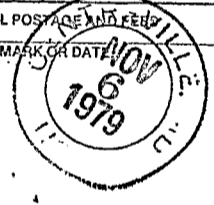
RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL
(See Reverse)

SENT TO
Carol S Bradley
STREET AND NO. *137 Rosemont AVE*
P.O., STATE AND ZIP CODE
Coatesville PA 19320

POSTAGE	\$ <i>15</i>
CERTIFIED FEE	<i>20</i> c
SPECIAL DELIVERY	<i>20</i> c
RESTRICTED DELIVERY	<i>20</i> c
RETURN RECEIPT SERVICE	<i>45</i> c
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 \$ *222*



10" space on
one).
elivery. \$
elivery. \$
FEES)
elivery. \$
FEES)
INSURED NO.
agent)
ove.
horized agent
Williams
POSTMARK
CLERK'S INITIALS

PS Form 3800, Apr. 1976

☆ GPO: 1974-272-382

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
766-0877 AREA CODE 301

November 6, 1979

Mrs. Carol S. Bradley
& Charles S. McWilliams
139 Rosemont Avenue
Coatesville, Pennsylvania 19320

Dear Mrs. Bradley:

You are hereby notified that William H. Dean and Naomi E. Dean have assigned the mortgage from William Roger Darling and Sue Ann Darling to William H. Dean and Naomi E. Dean dated December 6, 1974, recorded December 10, 1979, in Liber C.W.C. No. 89, folio 463, which said mortgage you assumed by Agreement and Assumption of Mortgage dated June 24, 1977, recorded June 24, 1977, in Liber C.W.C. No. 122, folio 78, covering your small farm located near Price, Maryland, to me for collection by foreclosure or otherwise. Foreclosure proceedings have been commenced in the Circuit Court for Queen Anne's County. I enclose herewith for your information a copy of the advertisement which is currently appearing in the Record Observer and the Queen Anne's Journal newspapers giving the time, place and terms of sale.

In short, the property will be sold on the premises situate on the Southwest side of the intersection formed by Maryland Route 405 and U. S. Route 301, near Price, Queen Anne's County, Maryland, on Friday, November 23, 1979, at 1:30 p.m. (EST). The terms of sale are as follows:

"\$10,000.00 of the purchase money in cash or by certified check on the day of sale; the balance in cash or by certified or cashier's check upon final ratification of the sale by the Circuit Court for Queen Anne's County or all cash on the day of sale at the option of the purchaser. The credit payments to bear interest at the rate of 8% per annum from the date of final ratification of the sale by the Court and to be secured to the satisfaction of the Assignee.

Mrs. Carol S. Bradley

Page 2

November 6, 1979

Taxes and other public charges will be adjusted to the day of sale. All title papers, revenue stamps, transfer taxes, preparation of deed and all other costs of transfer to be at the purchaser's expense.

Possession will be given upon final ratification of the sale and payment of the purchase price in full.

Very truly yours,

James E. Thompson, Jr.
James E. Thompson, Jr.

JET, JR/ja/10
Enclosure

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
786-0877 AREA CODE 301

November 6, 1979

Mr. Wayne M. Bradley
Price, Maryland 21656

Dear Mr. Bradley:

You are hereby notified that William H. Dean and Naomi E. E. Dean have assigned the mortgage from William Roger Darling and Sue Ann Darling to William H. Dean and Naomi E. Dean dated December 6, 1974, recorded December 10, 1979, in Liber C.W.C. No. 89, folio 463, which said mortgage you assumed by Agreement and Assumption of Mortgage dated June 24, 1977, recorded June 24, 1977, in Liber C.W.C. No. 122, folio 178, covering your small farm located near Price, Maryland, to me for collection by foreclosure or otherwise. Foreclosure proceedings have been commenced in the Circuit Court for Queen Anne's County. I enclose herewith for your information a copy of the advertisement which is currently appearing in the Record-Observer and the Queen Anne's Journal newspapers giving the time, place and terms of sale.

In short, the property will be sold on the premises situate on the Southwest side of the intersection formed by Maryland Route 405 and U. S. Route 301, near Price, Queen Anne's County, Maryland, on Friday, November 23, 1979, at 1:30 p.m. (EST). The terms of sale are as follows:

"\$10,000.00 of the purchase money in cash or by certified check on the day of sale; the balance in cash or by certified or cashier's check upon final ratification of the sale by the Circuit Court for Queen Anne's County or all cash on the day of sale at the option of the purchaser. The credit payments to bear interest at the rate of 8% per annum from the date of final ratification of the sale by the Court and to be secured to the satisfaction of the Assignee....

Mr. Wayne M. Bradley

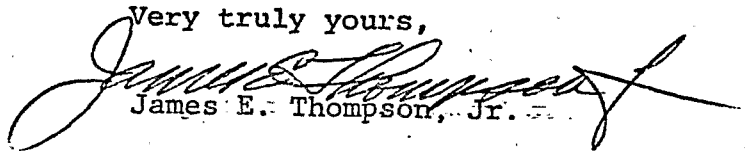
Page 2

November 6, 1979

Taxes and other public charges will be adjusted to the day of sale. All title papers, revenue stamps, transfer taxes, preparation of deed and all other costs of transfer to be at the purchaser's expense.

Possession will be given upon final ratification of the sale and payment of the purchase price in full.

Very truly yours,


James E. Thompson, Jr.

JET, JR/ja/ja
Enclosure

JAMES E. THOMPSON, JR., ASSIGNEE
FOR THE PURPOSE OF COLLECTION
BY FORECLOSURE OR OTHERWISE * IN THE CIRCUIT COURT
118 NORTH COMMERCE STREET *
CENTREVILLE, MARYLAND 21617 *

v. *

WAYNE M. BRADLEY * QUEEN ANNE'S COUNTY, MARYLAND
PRICE, MARYLAND 21656 *

and *

CAROL S. BRADLEY, his wife * EQUITY NO. 6531
& CHARLES S. MCWILLIAMS *
139 ROSEMONT AVENUE
COATESVILLE, PENNSYLVANIA 19320

* * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of real estate made in this cause by James E. Thompson, Jr., Assignee for the Purpose of Collection, unto your Honors respectfully sets forth:

That default having occurred in the terms of a Mortgage from William Roger Darling and Sue Ann Darling dated December 6, 1974, recorded December 10, 1974, in Liber C.W.C. No. 89, folio 463, and the Agreement of Assumption of Mortgage executed by Wayne M. Bradley and Carol S. Bradley dated June 24, 1977, recorded June 24, 1977, in Liber C.W.C. No. 122, folio 78, both Land Record Books for Queen Anne's County, Maryland, which said Mortgage and Assumption Agreement were duly assigned unto James E. Thompson, Jr. for the purpose of collection by foreclosure or otherwise on October 10, 1979. The undersigned Assignee, after docketing suit for foreclosure and advertising the mortgaged real estate for sale in the Queen Anne's Record Observer and Queen Anne's Journal, two newspapers published in Queen Anne's County, Maryland, once in each of four successive weeks before Friday, November 23, 1979, in accordance with the Certificates of Advertisement attached hereto as a part hereof, and after filing in this cause his bond to the State of Maryland with corporate surety approved by the Clerk of this Honorable Court, and after notice to the Mortgagors pursuant to Rule W74 2(c), did attend on the premises near the Village of Price, Queen Anne's County, Maryland, on Friday, November 23, 1979, at 1:30 P.M. (EST), and after reading the attached advertisement and having the auctioneer cry the sale for a considerable length of time, did sell said real estate unto the United State of America - Farmers Home Administration, Post Office Building, Centreville, Maryland 21617, at and for the sum of ONE HUNDRED NINETEEN THOUSAND DOLLARS (\$119,000.00), said real estate being described as follows, to wit:

ALL that tract of land, or small farm, formerly known as the "George W. Dickerson Property", situate, lying and being in the Second Election District of Queen Anne's County, Maryland, on the right or Westerly side of the State Road leading from Church Hill to Price, adjoining the land of or formerly of William J. Stant, the land of, or formerly of, Medford T. Cahall, and the land of others, and more particularly described as follows, to wit:

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

750-0877

NOV 30 1979

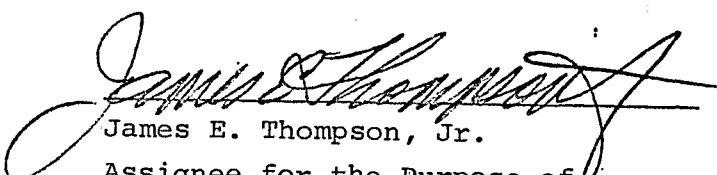
BEGINNING for the same in the middle of the old public road opposite a cedar post and a stone standing on the Westerly side of said road at the Northeast corner of the land of, or formerly of, the said William J. Stant, and at the Northwest corner of the property hereby conveyed, and running from thence with said old public road, South 31° East, 47.4 perches to a post; thence, South 59° West, 76.9 perches to a post; thence, North 31° West, 57½ perches to a post in the line of the land of the said William J. Stant; and thence, North 66½° East, 76.9 perches to the place of beginning; CONTAINING twenty-five (25) acres of land, more or less; EXCEPTING, THEREFROM, however, the following lots or parcels of land, which contain in the aggregate approximately five (5) acres of land, which were conveyed, as follows: (a) from John W. Powell to William W. Bowen and Kathryn E. Bowen, his wife, dated March 25, 1914, and recorded in Liber W.F.W. No. 5, folio 103; (b) from John W. Powell, et al, to William W. Bowen dated May 4, 1916, and recorded in Liber W.F.W. No. 9, folio 4; (c) from John W. Powell to Estella Cahall dated April 16, 1919, and recorded in Liber J.F.R. No. 2, folio 186; (d) Lot No. 2 of the land of J. W. Powell, as shown on the Plat by John C. Turner, Surveyor, dated August 11, 1915, and recorded in Liber W.F.W. No. 7, folio 442; and (e) approximately 3800 square feet, more or less, granted to the State of Maryland to the use of the State Roads Commission of Maryland by deed from William Henry Dean and Naomi Elva Dean dated January 17, 1957, and recorded in Liber T.S.P. No. 32, folio 405.

BEING the same and all of the property granted and conveyed unto Wayne M. Bradley and Carol S. Bradley, his wife, by William Roger Darling, et al, by Deed and Agreement of Assumption of Mortgage dated June 24, 1977, recorded June 24, 1977, in Liber C.W.C. No. 122, folio 78, a Land Record Book for Queen Anne's County, Maryland.

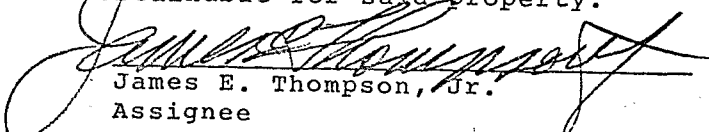
The purchaser has given a United States Government check to your Assignee in the amount of ONE HUNDRED ELEVEN THOUSAND EIGHT HUNDRED DOLLARS (\$111,800.00) as down payment and it is believed that the purchaser will comply with the other terms of sale upon ratification of the sale by this Court.

The report states the amount of said sale to be ONE HUNDRED NINETEEN THOUSAND DOLLARS (\$119,000.00) and your Assignee believes said price is the best price obtainable for said property.

Respectfully submitted


James E. Thompson, Jr.
Assignee for the Purpose of
Collection

I HEREBY CERTIFY under the penalty of perjury that the matters and facts set forth in the foregoing Report of Sale are true and correct to the best of my knowledge, information and belief. That the sale reported herein was fairly made and the price of \$119,000.00 the best obtainable for said property.


James E. Thompson, Jr.
Assignee

RECORDED
CLERK OF THE COURT

1979 NOV 30 PM 3:26

QUEEN ANNE'S COUNTY

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
756-0677

Centreville, Md. Nov 29 79

We Hereby Certify

That the annexed advertisement of
ASSIGNEE'S SALE

was published in the RECORD
OBSERVER, a newspaper published
in Queen Anne's County, Maryland, once
in each of 4 successive weeks before
the 23 day of November 1979.

And that the first insertion of said ad-
vertisement in the said RECORD
OBSERVER was on the 31st day of
October 19 79, and the last
insertion on the 14th day of
NOVEMBER 19 79.

Publishers, Record Observer

Per

Dale VanZant

JAMES E. T. AMPSON, JR.
Attorney At Law
118 N. Commerce Street
Centreville, Maryland

Assignee's Sale

of

Improved Farm Property Broiler Houses

Located Near Price, Maryland

The undersigned Assignee for the purpose of collection under and by virtue of an assignment of (1) a mortgage from William Roger Darling and Sue Ann Darling, dated December 6, 1974, recorded December 10, 1974, in Liber C.W.C. No. 89, folio 463, and (2) the Agreement of Assumption of Mortgage executed by Wayne M. Bradley and Carol S. Bradley, dated June 24, 1977, recorded June 24, 1977, in Liber C.W.C. No. 122, folio 78, both Land Record Books for Queen Anne's County, Maryland, said Mortgage and Assumption Agreement being in default, will offer at public sale to the highest bidder on the premises situate on the Southwest side of the intersection formed by Maryland Route 405 and U.S. Route 301, near Price, Queen Anne's County, Maryland, on

Friday, Nov. 23, 1979

At 1:30 p.m. (EST)

the following described property, to wit:

ALL that tract of land, or small farm, formerly known as the "George W. Dickerson Property," situate, lying and being in the Second Election District of Queen Anne's County, Maryland, on the right or Westerly side of the State Road leading from Church Hill to Price, adjoining the land of, or formerly of, William J. Stant, the land of, or formerly of, Medford T. Cahall, and the lands of others, and more particularly described as follows, to wit:

BEGINNING for the same in the middle of the old public road opposite a cedar post and a stone standing on the Westerly side of said road at the Northwest corner of the land of, or formerly of, the said William J. Stant, and at the Northwest corner of the property hereby conveyed, and running from thence with said old public road, South 31 degrees East, 47.4 perches to a post; thence, South 59 degrees West, 76.9 perches to a post; thence, North 31 degrees West, 57½ perches to a post in the line of the land of the said William J. Stant; and thence North 65¼ degrees East, 76.9 perches to the place of beginning; CONTAINING twenty-five (25) acres of land, more or less; EXCEPTING THEREFROM, however, the following lots or parcels of land, which contain in the aggregate approximately five (5) acres of land, which were conveyed, as follows: (a) from John W. Powell to William W. Bowen and Kathryn E. Bowen, his wife, dated March 25, 1914, and recorded in Liber W.F.W. No. 5, folio 103; (b) from John W. Powell, et al, to William W. Bowen dated May 4, 1916, and recorded in Liber W.F.W. No. 9, folio 4; (c) from John W. Powell to Estella Cahall dated April 16, 1919, and recorded in Liber J.F.R. No. 2, folio 186; (d) Lot No. 2 of the land of J.W. Powell, as shown on the Plat by John C. Turner, Surveyor, dated August 11, 1915, and recorded in Liber W.F.W. No. 7, folio 442; and (e) approximately 3800 square feet, more or less, granted to the State of Maryland to the use of the State Roads Commission of Maryland by deed from William Henry Dean and Naomi Elva Dean dated January 17, 1957, and recorded in Liber T.S.P. No. 32, folio 405.

BEING the same and all of the property granted and conveyed unto Wayne M. Bradley and Carol S. Bradley, his wife, by William Roger Darling, et al, by Deed and Agreement of Assumption of Mortgage dated June 24, 1977, recorded June 24, 1977, in Liber C.W.C. No. 122, folio 78, a Land Record Book for Queen Anne's County, Maryland.

IMPROVEMENTS:

The above described property is improved by a two story dwelling house with aluminum siding and asphalt shingle roof containing three bedrooms and one bath on the second floor, living room, dining room, utility room and half bath on the first floor. Oil-fired central heat.

Two chicken houses, 476'x42', with 26,000 capacity EACH; fully equipped for automatic feeding and watering. Automatic generator (separately housed) adequate to run existing two chicken house and dwelling house with extra capacity for two additional similar size chicken houses. Two car garage 27'x24'.

TERMS OF SALE:

\$10,000.00 of the purchase money in cash or by certified check on the day of sale; the balance in cash or by certified or cashier's check upon final ratification of the sale by the Circuit Court for Queen Anne's County or all cash on the day of sale at the option of the purchaser. The credit payments to bear interest at the rate of 8% per annum from the date of final ratification of the sale by the Court and to be secured to the satisfaction of the Assignee.

Taxes and other public charges will be adjusted to the day of sale. All title papers, revenue stamps, transfer taxes, preparation of deed and all other costs of transfer to be at the purchaser's expense.

Possession will be given upon final ratification of the sale and payment of the purchase price in full.

INSPECTION BY APPOINTMENT.

James E. Thompson, Jr.

Assignee

Auctioneer
Joe Jackson, Jr.

RO10-24-4t

**ASSIGNEE'S SALE OF IMPROVED
FARM PROPERTY
BROILER HOUSE
LOCATED NEAR PRICE,
MARYLAND**

Centreville, Md. Nov 26, 19 79

We Herewith Certify

That the annexed advertisement of
Assignment 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 22nd day of Nov 19 79

And that the first insertion of said adver-
tisement 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

George Kaehn
Publishers, Queen Anne's Journal

Per Judy L. Day

The undersigned Assignee for the purpose of collection under and by virtue of an assignment of (1) a mortgage from William Roger Darling and Sue Ann Darling, dated December 6, 1974, recorded December 10, 1974, in Liber C.W.C. No. 89 folio 463, and (2) the Agreement of Assumption of Mortgage executed by Wayne M. Bradley and Carol S. Bradley, dated June 24, 1977, recorded June 24, 1977, in Liber C.W.C. No. 122, folio 78, both Land Record Books for Queen Anne's County, Maryland, said Mortgage and Assumption Agreement being in default, will offer at public sale to the highest bidder on the premises situate on the Southwest side of the Intersection formed by Maryland Route 405 and U.S. Route 301, near Price, Queen Anne's County, Maryland on

**FRIDAY, NOVEMBER 23, 1979
AT 1:30 P.M. (EST)**

the following described property, to wit:

ALL that tract of land, or small farm, formerly known as the "George W. Dickerson Property", situate, lying and being in the Second Election District of Queen Anne's County, Maryland, on the right or Westerly side of the State Road leading from Church Mill to Price, adjoining the land of, or formerly of, William J. Stant, the land of, or formerly of, Medford T. Cahall, and the lands of others, and more particularly described as follows, to wit:

BEGINNING for the same in the middle of the old public road opposite a cedar post and a stone standing on the Westerly side of said road at the Northeast corner of the land, or formerly of, the said William J. Stant, and at the Northwest corner of the property hereby conveyed, and running from thence with said old public road, South 31° East, 47.4 perches to a post; thence, South 59° West, 76.9 perches to a post; thence North 31° West, 57½ perches to a post in the line of the land of the said William J. Stant; and thence, North 66¼° East 76.9 perches to the place of beginning; **CONTAINING** twenty-five (25) acres of land, more or less; **EXCEPTING THEREFROM**, however, the following lots or parcels of land, which contain in the aggregate approximately five (5) acres of land, which were conveyed as follows: (a) from John W. Powell to William W. Bowen and Kathryn E. Bowen, his wife, dated March 25, 1914, and recorded in Liber W.F.W. No. 5, folio 103; (b) from John W. Powell, et al, to William W. Bowen dated May 4, 1916, and recorded in Liber W.F.W. No. 9, folio 4; (c) from John W. Powell to Estella Cahall dated April 16, 1919, and recorded in Liber J.F.R. No. 2, folio 185; (d) Lot No. 2, of the land of J.W. Powell, as shown on the Plot by John C. Turner, Surveyor, dated August 11, 1915, and recorded in Liber W.F.W. No. 7, folio 442; and (e) approximately 3800 square feet, more or less, granted to the State of Maryland to the use of the State Roads Commission of Maryland by deed from William Henry Dean and Naomi Elva Dean dated January 17, 1957, and recorded in Liber T.S.P. No. 32, folio 405.

BEING the same and all of the property granted and conveyed unto Wayne M. Bradley and Carol S. Bradley, his wife, by William Roger Darling, et al, by Deed and Agreement of Assumption of Mortgage dated June 24, 1977, recorded June 24, 1977, in Liber C.W.C. No. 122, folio 78, a Land Record Book for Queen Anne's County, Maryland.

IMPROVEMENTS:

The above described property is improved by a two story dwelling house with aluminum siding and asphalt shingle roof containing three bedrooms and one bath on the second floor, dining room, utility room and half bath on the first floor. Oil-fired central heat.

Two chicken houses, 476' x 42', with 26,000 capacity EACH; fully equipped for automatic feeding and watering. Automatic generator (separately housed) adequate to run existing two chicken houses and dwelling houses with extra capacity for two additional similar size chicken houses. Two car garage 27' x 24'.

TERMS OF SALE:

\$10,000.00 of the purchase money in cash or by certified check on the day of sale; the balance in cash or by certified cashier's check upon final ratification of the sale by the Circuit Court for Queen Anne's County or all cash on the day of sale at the option of the purchaser. The credit payments to bear interest at the rate of 8% per annum from the date of final ratification of the sale by the Court and to be secured to the satisfaction of the Assignee.

Taxes and other public charges will be adjusted to the day of sale. All title papers, revenue stamps, transfer taxes, preparation of deed and all other costs of transfer to be at the purchaser's expense.

Possession will be given upon final ratification of the sale and payment of the purchase price in full.

INSPECTION BY APPOINTMENT

JAMES E. THOMPSON JR.
ASSIGNEE

AUCTIONEER
JOE JACKSON, JR.

**ASSIGNEE'S SALE OF IMPROVED
FARM PROPERTY
BROILER HOUSE
LOCATED NEAR PRICE,
MARYLAND**

The undersigned Assignee for the purpose of collection under and by virtue of an assignment of (1) a mortgage from William Roger Darling and Sue Ann Darling, dated December 6, 1974, recorded December 10, 1974, in Liber C.W.C. No. 89 folio 463, and (2) the Agreement of Assumption of Mortgage executed by Wayne M. Bradley and Carol S. Bradley, dated June 24, 1977, recorded June 24, 1977, in Liber C.W.C. No. 122, folio 78, both Land Record Books for Queen Anne's County, Maryland, said Mortgage and Assumption Agreement being in default, will offer at public sale to the highest bidder on the premises situate on the Southwest side of the intersection formed by Maryland Route 405 and U.S. Route 301, near Price, Queen Anne's County, Maryland on

**FRIDAY, NOVEMBER 23, 1979
AT 1:30 P.M. (EST)**

the following described property, to wit:

ALL that tract of land, or small farm, formerly known as the "George W. Dickerson Property", situate, lying and being in the Second Election District of Queen Anne's County, Maryland, on the right or Westerly side of the State Road leading from Church Hill to Price, adjoining the land of, or formerly of, William J. Stant, the land of, or formerly of, Medford T. Cahall, and the lands of others, and more particularly described as follows, to wit:

BEGINNING for the same in the middle of the old public road opposite a cedar post and a stone standing on the Westerly side of said road at the Northeast corner of the land, or formerly of, the said William J. Stant, and at the Northwest corner of the property hereby conveyed, and running from thence with said old public road, South 31° East, 47.4 perches to a post; thence, South 59° West, 76.9 perches to a post; thence North 31° West, 57½ perches to a post in the line of the land of the said William J. Stant; and thence, North 66¼° East 76.9 perches to the place of beginning; CONTAINING twenty-five (25) acres of land, more or less; EXCEPTING THEREFROM, however, the following lots or parcels of land, which contain in the aggregate approximately five (5) acres of land, which were conveyed as follows: (a) from John W. Powell to William W. Bowen and Kathryn E. Bowen, his wife, dated March 25, 1914, and recorded in Liber W.F.W. No. 5, folio 103; (b) from John W. Powell, et al, to William W. Bowen dated May 4, 1916, and recorded in Liber W.F.W. No. 9, folio 4; (c) from John W. Powell to Estella Cahall dated April 16, 1919, and recorded in Liber J.F.R. No. 2, folio 106; (d) Lot No. 2 of the land of J.W. Powell, as shown on the Plat by John C. Turner, Surveyor, dated August 11, 1915, and recorded in Liber W.F.W. No. 7, folio 442; and (e) approximately 3800 square feet, more or less, granted to the State of Maryland to the use of the State Roads Commission of Maryland by deed from William Henry Dean and Naomi Elva Dean dated January 17, 1957, and recorded in Liber T.S.P. No. 32, folio 405.

BEING the same and all of the property granted and conveyed unto Wayne M. Bradley and Carol S. Bradley, his wife, by William Roger Darling, et al, by Deed and Agreement of Assumption of Mortgage dated June 24, 1977, recorded June 24, 1977, in Liber C.W.C. No. 122, folio 78, a Land Record Book for Queen Anne's County, Maryland.

IMPROVEMENTS:

The above described property is improved by a two story dwelling house with aluminum siding and asphalt shingle roof containing three bedrooms and one bath on the second floor, dining room, utility room and half bath on the first floor. Oil-fired central heat.

Two chicken houses, 476' x 42', with 26,000 capacity EACH; fully equipped for automatic feeding and watering. Automatic generator (separately housed) adequate to run existing two chicken houses and dwelling houses with extra capacity for two additional similar size chicken houses. Two car garage 27' x 24'.

TERMS OF SALE:

\$10,000.00 of the purchase money in cash or by certified check on the day of sale; the balance in cash or by certified cashier's check upon final ratification of the sale by the Circuit Court for Queen Anne's County or all cash on the day of sale at the option of the purchaser. The credit payments to bear interest at the rate of 8% per annum from the date of final ratification of the sale by the Court and to be secured to the satisfaction of the Assignee.

Taxes and other public charges will be adjusted to the day of sale. All title papers, revenue stamps, transfer taxes, preparation of deed and all other costs of transfer to be at the purchaser's expense.

Possession will be given upon final ratification of the sale and payment of the purchase price in full.

INSPECTION BY APPOINTMENT

**JAMES E. THOMPSON JR.
ASSIGNEE**

**AUCTIONEER
JOE JACKSON, JR.**

MEMORANDUM OF SALE

I HEREBY CERTIFY, that on this 23rd day of November 1979, the undersigned Auctioneer did attend on the premises situate on the Southwest side of the intersection formed by Maryland Route 405 and U.S. Route 301, near Price, Queen Anne's County, Maryland, at the hour of 1:30 P.M. (EST), and after the notice of the sale and terms thereof were announced by James E. Thompson, Jr., Assignee, the premises described in the attached advertisement was offered for sale and I did sell the same unto U.S.A.

James E. Thompson, Jr. Assignee
being then and there the highest bidder therefor at and for the sum of \$

119,000.00

Auctioneer

RECEIPT

RECEIVED of U.S.A., F.H.A.

this 23rd day of November, 1979, the sum of \$ 111,800.00 representing deposit on the purchase price of the hereinabove mentioned property.

James E. Thompson, Jr.
James E. Thompson, Jr.
Assignee

ACKNOWLEDGEMENT

THE undersigned purchaser of the hereinabove mentioned property, do hereby acknowledge the foregoing Memorandum of Sale and Receipt to be true and correct and do acknowledge receipt of a completed copy of the same.

W. Allen Shuman
F.H.A.

JAMES E. THOMPSON, JR.
ASSIGNEE FOR THE PURPOSE
OF COLLECTION OR OTHERWISE
118 NORTH COMMERCE STREET
CENTREVILLE, MARYLAND 21617

v.

WAYNE M. BRADLEY
PRICE, MARYLAND 21656

and

CAROL S. BRADLEY, his wife
% CHARLES S. McWILLIAMS
139 ROSEMONT AVENUE
COATESVILLE, PENNSYLVANIA 19320*

IN THE
CIRCUIT COURT
FOR

QUEEN ANNE'S COUNTY

EQUITY NO. 6531

* * * * *
AFFIDAVIT BY PURCHASERS

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

I HEREBY CERTIFY, that on this 23rd day of November, 1979
before me, the subscriber, a Notary Public of the State and County
aforesaid, personally appeared Mark E. Smith, Assistant County
Supervisor for Farmers Home Administration

and made oath in due form of law as follows:

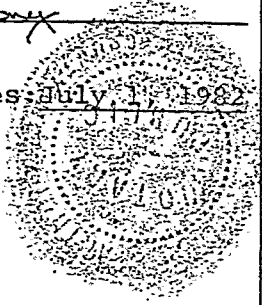
THAT U.S.A., F.H.A. did not act ~~ing~~ as Agent for anyone in
purchasing the real estate sold in this cause;

THAT no other persons are _____ interested in said
sale as Principals;

THAT U.S.A., F.H.A. did not directly or indirectly dis-
courage anyone from bidding for the said property.

AS WITNESS my hand and Notarial Seal.

Yeaw G. Anthony
Notary Public
My Commission Expires July 17, 1982



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

758-0877

ORDER NISI ON SALE

JAMES E. THOMPSON, JR., Assignee

vs.

WAYNE M. BRADLEY, et al.

In the Circuit Court
for Queen Anne's County

In Equity

Cause No. 6531

ORDERED, this 30th day of November, 19 79, that the sale of the real property, made and reported in this cause by James E. Thompson, Jr., Assignee, be ratified and confirmed, on or after the 31st 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 24th day of December, 19 79.

The report states the amount of sales to be \$ 119,000.00.

Marguerite H. Maskin Clerk

Filed November 30, 1979

Centreville, Md. Dec 19 79

RECORDED
CLERK, CIRCUIT COURT

1979 DEC 28 PM 4:15

We Hereby Certify

QUEEN ANNE'S COUNTY

That the annexed advertisement of
ORDER NISI ON SALE
was published in the RECORD
OBSERVER, a newspaper published
in Queen Anne's County, Maryland, once
in each of #3 successive weeks before
the 31 day of December 79
And that the first insertion of said ad-
vertisement in the said RECORD
OBSERVER was on the 5th day of
December 19 79, and the last
insertion on the 19th day of
December 19 79

ORDER NISI ON SALE
JAMES E. THOMPSON, JR., Assignee
vs.
WAYNE M. BRADLEY, et al.
IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
CAUSE NO. 6531
ORDERED, this 30th day of November, 1979, that
the sale of the real property, made and reported in
this cause by James E. Thompson, Jr., Assignee, be
ratified and confirmed, on or after the 31st 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 24th day of December,
1979.
The report states the amount of sales to be
\$119,000.00.
Marguerite W. Mankin, Clerk
Filed November 30, 1979
True Copy, Test:
Marguerite W. Mankin, Clerk
By: Betty M. Comegys
Deputy Clerk
R012-5-31

Publishers, Record Observer
Per Dale Van Zant

LIBRARY 42 38

JAMES E. THOMPSON, JR.,
ASSIGNEE FOR THE PURPOSE OF
COLLECTION BY FORECLOSURE OR
OTHERWISE
118 North Commerce Street
Centreville, Maryland 21617

v.

WAYNE M. BRADLEY
Price, Maryland 21656

and

CAROL S. BRADLEY, his wife
& Charles S. McWilliams
139 Rosemont Avenue
Coatesville, Pennsylvania 19320

IN THE
CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,
MARYLAND

EQUITY NO. 6531

FINAL ORDER OF RATIFICATION

IT IS THIS 7th DAY OF January, 1980, by the
Circuit Court for Queen Anne's County, in Equity, ORDERED, that
the sale of real estate made and reported in this cause by James
E. Thompson, Jr., Assignee for the Purpose of Collection by
Foreclosure or Otherwise, be and the same is hereby finally
ratified and confirmed, no cause to the contrary thereof having
been shown although notice appears to have been given as required
by the preceding Order Nisi and the Assignee making said sale
is allowed the usual commissions and such expenses not personal
as he shall produce vouchers for to the auditor.

Walter Coates
JUDGE

RECORDED
CLERK, CIRCUIT COURT
1980 JAN -7 PM 3:34
QUEEN ANNE'S COUNTY

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
756-0077

JAMES E. THOMPSON, JR.,
ASSIGNEE

vs.

WAYNE M. BRADLEY and
CAROL S. BRADLEY, his wife

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 6531

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 \$119,000.00.
2. That it will take approximately four hours to go over this account and to state the same.
3. That in view of what has to be done and the time involved in stating this account, your Auditor feels he should be allowed 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 cause.

Respectfully submitted,

RECEIVED
CLERK, CIRCUIT COURT
1980 JAN -9 AM 11:51
QUEEN ANNE'S COUNTY

J. Thomas Clark
J. Thomas Clark, Auditor

ORDER OF COURT

UPON the foregoing 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 \$110.00; and James E. Thompson, Jr., Assignee, shall have until the 21st day of January, 1980, to file an exception to said fee with the Circuit Court for Queen Anne's County.

RECEIVED
CLERK, CIRCUIT COURT
1980 JAN -9 AM 11:51
QUEEN ANNE'S COUNTY

Carol S. Bradley
JUDGE

JAMES E. THOMPSON, JR.,
Assignee

vs.

WAYNE M. BRADLEY and
CAROL S. BRADLEY, his wife

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

IN EQUITY

no. 6531

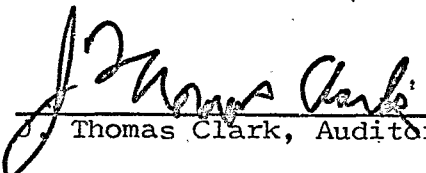
TO THE HONORABLE, THE JUDGE OF SAID COURT:

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

1. That this account is stated at the request
of James E. Thompson, Jr., Assignee, wherein it appears
that the proceeds of sale are sufficient to pay the
indebtedness.

2. That in the within account of James E.
Thompson, Jr., Assignee, he is charged with the proceeds
of sale made by him; and is allowed thereafter his counsel
fee, per mortgage, his commissions for making sale, the
several court costs paid and due, fees for certified copies
and recording of assignment, the bond premium in this cause,
the several advertising costs and the costs of publishing
the Order Nisi On Sale, the Auctioneer's fee for crying
said sale, the amount due for fire insurance premium, the
fees for certified mail and Notary fees, the fee of your
Auditor, per Order of Court, the principal and interest
due on the mortgage, and the balance was directed to be
paid to the Mortgagees.

Respectfully submitted,


J. Thomas Clark, Auditor

January 10, 1980

RECEIVED
CLERK, CIRCUIT COURT
1980 JAN 10 PM 2:43
QUEEN ANNE'S COUNTY

CAUSE NO. 6531

The proceeds of sale of land reported in this cause in account with James E. Thompson, Jr., Assignee, and vendor of said land.

Dr.

1979
Nov. 23 By proceeds of sale of land, per report of said vendor,
to wit:-----\$119,000.00

Cr.

To James E. Thompson, Jr., for counsel fee per mortgage	\$ 150.00
To James E. Thompson, Jr., his commissions for making said sale	6,100.00
To do., for an amount paid Marguerite W. Mankin, Clerk, for advanced filing fee	50.00
To do., for amounts due Marguerite W. Mankin, Clerk, for: 1. Appearance fee-----\$ 10.00 2. Clerk's additional----- <u>119.50</u>	129.50
To do., for an amount paid Marguerite W. Mankin, Clerk for certified copies	12.00
To do., for an amount paid Marguerite W. Mankin, Clerk for recording assignment	9.00
To do., for an amount due W. M. Freestate & Son, Inc. for bond premium in this cause	440.00
To do., for amounts paid Queen Anne's Record-Observer, for 1. Advertising sale-----\$384.00 2. Order Nisi On Sale----- <u>48.00</u>	432.00
To do., for an amount paid Queen Anne's Journal, for advertising sale	260.26
To do., for an amount due Joseph A. Jackson, Jr., Auctioneer, for crying said sale	200.00
To do., for an amount due Gray Insurance Agency, Inc., for fire insurance premium on said land	589.81

January 10, 1980

LIBER

12 PAGE 41

Thomas Clark
Thomas Clark, Auditor

To do., for an amount due James E. Thompson, Jr., for certified mail postage paid	\$ 4.10
To do., for an amount due James E. Thompson, Jr., for Notary fees paid	4.00
To do., for an amount due J. Thomas Clark, Auditor, per Order of Court	110.00
To William H. and Naomi Dean for total payment on principal per Statement of Debt, in the sum of \$100,000.00, plus interest through 60 days after sale, in the sum of \$ 4,498.88, making a total of	104,498.88
To Wayne M. Bradley and Carol S. Bradley, the balance or the sum of	<u>6,010.45</u> \$119,000.00 \$119,000.00

January 10, 1980

J Thomas Clark

 J. Thomas Clark, Auditor

JAMES E. THOMPSON, JR.,
ASSIGNEE

vs.

WAYNE M. BRADLEY and
CAROL S. BRADLEY, his wife

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 6531

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE 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:

James E. Thompson, Jr., Esquire
118 North Commerce Street
Centreville, Maryland 21617

William H. Dean and
Naomi E. Dean
Centreville, Maryland 21617

Wayne M. Bradley
Price, Maryland 21656

Carol S. Bradley
c/o Charles S. McWilliams
139 Rosemont Avenue
Coatesville, Pennsylvania 19320

pursuant to Rule 595, Sec. G, Maryland Rule of Procedure, notify each of them, that said account was filed on January 10, 1980, with the Clerk of the Circuit 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, Auditor

CLERK OF THE COURT
1980 JAN 10 PM 2:43
QUEEN ANNE'S COUNTY

JAMES E. THOMPSON, JR., Assignee

vs.

WAYNE M. BRADLEY and
CAROL S. BRADLEY, his wife

* IN THE CIRCUIT COURT
* FOR QUEEN ANNE'S COUNTY
* IN EQUITY
* No. 6531
*

NISI RATIFICATION OF AUDIT

ORDERED this 10th day of January, 1980,
that the report and account filed in these proceedings by _____
J. Thomas Clark, Auditor, be ratified on or after the
28th 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.

Margaret H. Mackin Clerk

Filed January 10, 1980

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

JAMES E. THOMPSON, Jr.,)
)
) EQUITY No. 6531
))
))
))
))
))
))
WAYNE M. BRADLEY AND)
CAROL S. BRADLEY, his wife)

OBJECTION TO PROPOSED DISTRIBUTION

Now comes the United States of America on behalf of the Farmers Home Administration, an agency of the United States of America, by and through its attorney, Russell T. Baker, Jr., United States Attorney for the District of Maryland, and states:

1. The United States of America objects to the proposed account filed by J. Thomas Clark, Auditor, on January 10, 1980 in the above-captioned case.
2. The United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, at the request of Wayne M. Bradley and Carol S. Bradley made a loan to them in the amount of \$90,000. Said sum was evidenced by a Promissory Note dated June 23, 1977. A copy of said Note is attached hereto as Exhibit A.
3. The loan was secured by a Real Estate Mortgage dated June 24, 1977 and recorded in the Registry of Mortgages Office, Queen Anne's County, Maryland, in Liber C.W.C. 122, Page 82. A copy is attached hereto as Exhibit B.
4. Said mortgage is a valid lien against the real estate that was sold in the subject action, the lien being second only to that of the Plaintiff's in the subject action.

FILED
JAN 22
QUEEN ANNE'S

5. As of October 17, 1979, the United States of America was owed a total of \$90,615.41, this amount consisting of \$87,774.40, principal, and interest in the amount of \$2,841.01, with interest accruing at the daily rate of \$12.0239. A Statement of Account is attached hereto as Exhibit C.

WHEREFORE, the United States of America petitions this Court to amend the account filed in this case to pay the surplus proceeds of \$6,010.45 to the United States of America and not to Wayne M. Bradley and Carol S. Bradley.

UNITED STATES OF AMERICA

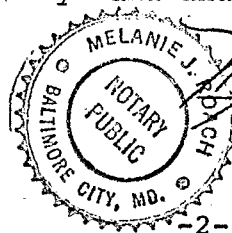
HONORABLE RUSSELL T. BAKER, JR.
UNITED STATES ATTORNEY
DISTRICT OF MARYLAND

By Michael J. Travieso
Assistant U. S. Attorney
101 W. Lombard Street
U.S. Courthouse, 8th Fl.
Baltimore, MD 21201
Phone: 301/539-2940

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 21st day of January, 1980, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Michael J. Travieso, Assistant United States Attorney for the District of Maryland, and made oath indue form of law that the facts stated in the foregoing Objection to Proposed Distribution are true as therein set forth, to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.



Melanie J. Roach
Melanie J. Roach
Notary Public
My Commission Expires 7-1-82.

KIND OF LOAN	
Type:	FO
Pursuant to:	
<input checked="" type="checkbox"/>	Consolidated Farm and Rural Development Act.
<input type="checkbox"/>	Title V of the Housing Act of 1949.

PROMISSORY NOTE

STATE	MARYLAND
COUNTY	QUEEN ANNE'S
CASE NO.	24-18-1303863

Date JUNE 23, 19 77

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 DENTON, MARYLAND

THE PRINCIPAL SUM OF NINETY THOUSAND AND 00/100 - - - - -
DOLLARS (\$ 90,000.00), plus INTEREST on the UNPAID PRINCIPAL of
FIVE PERCENT (5 %) PER ANNUM.

Payment of the said Principal and Interest shall be as agreed between the Borrower and the Government using one of four alternatives as indicated below: (check one)

I. Principal and Interest payments shall be deferred. The first installment shall be all accrued interest and shall be due on _____, 19 ____ . Payment of Principal and later accrued Interest shall be in _____ installments as indicated in the box below;

II. Principal and Interest payments shall be deferred. The interest accrued to _____, 19 ____ shall be added to the Principal. Such new Principal and later accrued Interest shall be payable in _____ regular amortized installments on the dates indicated in the box below. Borrower authorizes the Government to enter the amount of such new Principal herein \$ _____ and the amount of such regular installments in the box below, when such amounts have been determined.

III. Payment of Interest shall not be deferred. Installments of accrued Interest shall be payable on the _____ of each _____ beginning on _____, 19 ____, through _____, 19 ____, Principal and later accrued Interest shall be paid in _____ installments as indicated in the box below;

IV. Payments shall not be deferred. Principal and Interest shall be paid in 41 installments as indicated in the box below:

<u>W.C.B.</u> \$ <u>2,358.00</u>	on <u>JANUARY 1ST</u> , 19 <u>78</u> , and
\$ <u>5,245.00</u>	thereafter on the <u>1ST OF JANUARY</u> of each <u>YEAR</u>
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 <u>FORTY</u> (<u>40</u>) YEARS	
from the DATE of this NOTE. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.	

EXHIBIT A

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval of the Government is mandatory provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown on the reverse hereof. Borrower authorizes the Government to enter the amount and date of such advance in the Record of Advances.

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 (7 C.F.R. 1861.2) 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.

If 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 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, and that the loan evidenced hereby shall be used solely for purposes authorized by the Government.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced hereby shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower (a) will personally operate such property as a farm with his own and his family's labor if this is an FO loan, or (b) will personally occupy and use such property if this is an RH loan on a "nonfarm tract" or a section 504 RH loan.

REFINANCING AGREEMENT: If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. This paragraph and the preceding paragraph shall not apply to any comaker signing this note pursuant to Section 502 of the Housing Act of 1949 to compensate for deficient repayment ability of other undersigned person(s).

DEFAULT: Failure to pay when due any debt evidenced hereby or perform any covenant or agreement hereunder shall constitute default under any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed 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 Farm and Rural Development Act or Title V of the Housing Act of 1949 and for the type of loan as is indicated in the "KIND OF LOAN" block above. 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.

/S/ Wayne M. Bradley (SEAL)
Wayne M. Bradley (BORROWER)

/S/ Carol S. Bradley (SEAL)
Carol S. Bradley (SPOUSE)

Price, MD 21656

RECORD OF ADVANCES					
AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
(1) \$90,000.00	6/24/77	(8) \$		(15) \$	
(2) \$		(9) \$		(16) \$	
(3) \$		(10) \$		(17) \$	
(4) \$		(11) \$		(18) \$	
(5) \$		(12) \$		(19) \$	
(6) \$		(13) \$		(20) \$	
(7) \$		(14) \$		(21) \$	
				TOTAL \$90,000.00	6/24/77

DOCUMENT NO. 89 131

LIBER 122 PAGE 82

USDA-FmHA
Form FmHA 427-1 MD
(Rev. 6-16-76)

Position 5

REAL ESTATE MORTGAGE FOR MARYLAND

THIS MORTGAGE is made and entered into by WAYNE M. BRADLEY and CAROL S. BRADLEY,
his wife,

residing in Queen Anne's County, Maryland, whose post office address is

Price _____, Maryland 21656
herein called "Borrower," and:

WHEREAS Borrower is 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 promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
June 24, 1977	\$90,000.00	5%	June 24, 2017

JUN 24-77 * 22879 *****13
JUN 24-77 A #22879 *****13

And the note evidences a loan to Borrower and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949;

And 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 holder, 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 contract 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 holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, convey, mortgage, assign, and forever warrant unto the Government the following property situated in the State of Maryland.

County(~~ies~~) of QUEEN ANNE'S

ALL that tract of land, or small farm, formerly known as the "George W. Dickerson Property", situate, lying and being in the Second Election District of Queen Anne's County, Maryland, on the right or Westerly side of the State Road leading from Church Hill to Price, adjoining the land of, or formerly of, William J. Stant, the land of, or formerly of, Medford T. Cahall, and the lands of others, and more particularly described as follows, to wit: BEGINNING for the same in the middle of the old public road opposite a cedar post and a stone standing on the Westerly side of said road at the Northeast corner of the land of, or formerly of, the said William J. Stant, and at the Northwest corner of the property hereby conveyed, and running from thence with said public road, South 31° East, 47.4 perches to a post; thence, South 59° West, 76.9 perches to a post; thence, North 31° West, 57½ perches to a post in the line of the land of the said William J. Stant; and thence, North 66¼° East, 76.9 perches to a post in the line of the

EXHIBIT B

JAN 18 1980
OFFICE OF THE
GENERAL COUNSEL
HARRISBURG, PA

place of beginning; CONTAINING twenty five (25) acres of land more or less; EXCEPTING THEREFROM, however, lots or parcels of land, which contain in the aggregate approximately five (5) acres of land, which were conveyed away as set forth in the deed and agreement of assumption of mortgage hereinafter mentioned.

BEING the same tract or farm which was granted and conveyed unto the said Wayne M. Bradley and Carol S. Bradley, his wife, by William Roger Darling, et al, by deed and agreement bearing even date herewith and recorded, or intended to be recorded, immediately preceding these presents, among the land records of Queen Anne's County, State of Maryland.

SUBJECT to mortgage assumed by these Borrowers from William Roger Darling and Sue Ann Darling, (now deceased), his wife, to William Henry Dean and Naomi Elva Dean, his wife, dated December 6, 1974, in the original principal amount of \$133,480.00 (there being due thereon as of this date, the sum of \$100,000.00), and recorded among the land records aforesaid in Liber C. W. C. No. 89, folio 463.

RECEIVED
CLERK, CIRCUIT COURT

1977 JUN 24 IPH 2:48

together with all easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for himself, his heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. 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, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payment.

(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 timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

LIBER 122 PAGE 83

LIBER 12 PAGE 51

- (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 holder 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 in this instrument or 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) Borrower agrees that the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State law. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.
- (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 (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, 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 the dwelling relating to race, color, religion, sex, 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 Newark, Delaware 19711, and in the case of Borrower to him at his post office address stated above.

(23) WAIVER: THE BORROWER ACKNOWLEDGES AND AGREES THAT IF HE DEFAULTS A NONJUDICIAL FORECLOSURE SALE OF THE PROPERTY MAY BE CONDUCTED WITHOUT A HEARING OF ANY KIND AND WITHOUT NOTICE BEYOND THE PUBLICATION OF THE NOTICE OF SALE. THE BORROWER HEREBY WAIVES ANY RIGHTS HE MAY HAVE TO ANY SUCH HEARING AND NOTICE. NEVERTHELESS, THE REGULATIONS OF THE FARMERS HOME ADMINISTRATION IN EFFECT AT THE TIME SUCH FORECLOSURE IS STARTED MAY PROVIDE FOR NOTICE AND A MEETING AND THE GOVERNMENT WILL FOLLOW THESE REGULATIONS.

(24) 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 RP, Section 7-105 of the Annotated Code 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, or the Maryland Rules of Practice.

(25) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

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 this 24th day of June, 19 77.

TEST: (as to Mortgagors)

Virginia P. White

(Witness)

Wayne M. Bradley

Wayne M. Bradley (SEAL)

Carol S. Bradley

Carol S. Bradley (SEAL)

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S

ss:

ACKNOWLEDGMENT AND AFFIDAVIT

I hereby certify that on this 24th day of June, 19 77, before me, a Notary Public of the State of Maryland, in and for the said County, personally appeared WAYNE M. BRADLEY and CAROL S. BRADLEY, his wife, mortgagor(s),

and acknowledged the foregoing mortgage to be their act. At the same time also appeared EDWARD

TURNER, Attorney, 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)
PUBLIC
Queen Anne's

Virginia P. White

Virginia S. White Notary Public.

My commission expires the 1st day of July, 19 78.

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

Edward Turner

Edward Turner, Attorney

Form FHA 451-11
(Rev. 10-12-70)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION
FINANCE OFFICE
ST. LOUIS, MISSOURI 63103

STATEMENT OF ACCOUNT

State Director

CASE NO.
24-18-1303863

TO: 07-00
Reply to Request dated 10-10-79

This is to certify that

NAME(S) Bradley, Wayne M. AND OF
ADDRESS (Include ZIP Code)

is (are) indebted to the United States of America as reflected by the following statement of account:

TRANSACTIONS HAVE BEEN RECORDED THROUGH CHARGES 6-23-77 CREDITS 8-6-79 INTEREST HAS BEEN ACCRUED THROUGH October 17, 1979 (Check appropriate block)
 STATUS BY LOAN TYPE ADVANCES IN DETAIL DETAIL STATUS OF INDIVIDUAL ACCOUNTS

DATE	LOAN CODE			N L O M B E R	LOAN ADVANCES AND OTHER CHARGES	PAYMENTS AND CREDITS		UNPAID BALANCES		DAILY INTEREST ACCRUAL
	K I N D	F U N D	INT. RATE			INTEREST	PRINCIPAL	INTEREST	PRINCIPAL	
					Note Account					
6-23-77		41	5.000	02	90,000.00					
Total		41	5.000	02	90,000.00	7457.78	2225.60	2841.01	87,774.40	12.0239
TOTAL					90,000.00	7457.78	2225.60	2841.01	87,774.40	12.0239

Roland D. Reeves
(Signature of approving official)

DATE OF CERTIFICATION
10-22-79

EXHIBIT C *Accounting Technician*
Position # (Title)

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 21st day of
January, 1980, a copy of the foregoing Objection to
and proposed Order
Proposed Distribution with attachments/was mailed to
the following:

James E. Thompson, Jr., Esquire
118 North Commerce Street
Centreville, MD 21617

William H. Dean
Centreville, MD 21617

Naomi E. Dean
Centreville, MD 21617

Wayne M. Bradley
Price, MD 21656

Carol S. Bradley
c/o Charles S. McWilliams
139 Rosemont Avenue
Coatsville, PA 19320

Michael J. Traviésio
Michael J. Traviésio
Assistant U.S. Attorney
101 W. Lombard Street
U.S. Courthouse - 8th Fl.
Baltimore, MD 21201
Phone: 301/539-2940

PS Form 3811, Aug. 1978

1. The following service is requested (check one).
 Show to whom and date delivered 45¢
 Show to whom, date, and address of delivery ¢
 RESTRICTED DELIVERY
 Show to whom and date delivered 80¢
 RESTRICTED DELIVERY.
 Show to whom, date, and address of delivery \$ _____
 (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Ms. Carol S. Bradley
c/o Charles S. McWilliams
139 Rosemont Avenue
Coatesville, Penn. 19320

3. ARTICLE DESCRIPTION:
 REGISTERED NO. CERTIFIED NO. INSURED NO.
 _____ 885469 _____
 (Always obtain signature of addressee or agent)

I have received the article described above.
 SIGNATURE *Carol S. Bradley* AUTHORIZED AGENT

4. DATE OF DELIVERY **JAN 28 1980**

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

COATESVILLE PA
 JAN 28 1980
 U.S. POST OFFICE
 COATESVILLE, PA
 19320

☆ GPO: 1978-272-342

PS Form 3811, Aug. 1978

1. The following service is requested (check one).
 Show to whom and date delivered 45¢
 Show to whom, date, and address of delivery ¢
 RESTRICTED DELIVERY
 Show to whom and date delivered 80¢
 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.
 _____ 885470 _____
 (Always obtain signature of addressee or agent)

I have received the article described above.
 SIGNATURE *Wayne M. Bradley* AUTHORIZED AGENT

4. DATE OF DELIVERY **JAN 30 1980**

5. ADDRESS (Complete only if requested)
Price, MD

6. UNABLE TO DELIVER BECAUSE:

PRICE, MD
 JAN 30 1980
 U.S. POST OFFICE
 PRICE, MD
 21656

☆ GPO: 1978-272-342

6531

No. 885469

RECEIPT FOR CERTIFIED MAIL
 NO INSURANCE COVERAGE PROVIDED—
 NOT FOR INTERNATIONAL MAIL
 (See Reverse)

SENT TO
Ms. Carol S. Bradley
 STREET AND NO.
139 Rosemont Ave.
 P.O., STATE AND ZIP CODE
Coatesville, Penn. 19320

POSTAGE	\$ 15
CERTIFIED FEE	80 ¢
SPECIAL DELIVERY	¢
RESTRICTED DELIVERY	80 ¢
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	\$ 2.20

POSTMARK OR DATE
JAN 25 1980

PS Form 3800, Apr. 1976

6531

No. 885470

RECEIPT FOR CERTIFIED MAIL
 NO INSURANCE COVERAGE PROVIDED—
 NOT FOR INTERNATIONAL MAIL
 (See Reverse)

SENT TO
Mr. Wayne M. Bradley
 STREET AND NO.
 P.O., STATE AND ZIP CODE
Price, MD 21656

POSTAGE	\$ 15
CERTIFIED FEE	80 ¢
SPECIAL DELIVERY	¢
RESTRICTED DELIVERY	80 ¢
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	\$ 2.20

POSTMARK OR DATE
JAN 25 1980

PS Form 3800, Apr. 1976


CCC:mfe:1/25/80

JAMES E. THOMPSON, JR., : IN THE CIRCUIT COURT
Assignee :
vs. : FOR QUEEN ANNE'S COUNTY,
WAYNE M. BRADLEY and : SITTING IN EQUITY
CAROL S. BRADLEY, his wife : NO. 6531

SHOW CAUSE ORDER

ORDERED, by the Circuit Court for Queen Anne's County, Sitting in Equity, this 25th day of January, 1980, that Wayne M. Bradley and Carol S. Bradley each show cause on or before the 18th day of February, 1980 why the relief prayed in the attached Objection to Proposed Distribution should not be granted, provided a copy of the Objection and of this Order be served on Wayne M. Bradley and Carol S. Bradley by the Clerk of this Court on or before the 7th day of February, 1980, by Registered Mail, endorsed "Restricted Delivery - Return Receipt Requested".

AND IT IS FURTHER ORDERED that upon return of each of the registered mail receipts by the United States Postal Service the Clerk of this Court shall attach each receipt to this Order.



Judge

Distribution:
(1) File
(2) Wayne M. Bradley
(3) Carol S. Bradley
(4) Michael J. Travieso, Esq.
(5) James E. Thompson, Jr., Esq.

RECEIVED
CLERK'S OFFICE
1980 JAN 25 PM 1:05
QUEEN ANNE'S COUNTY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

JAMES E. THOMPSON, JR.,)	
Assignee)	
v.	)	EQUITY NO. 6531
WAYNE M. BRADLEY AND)	
CAROL S. BRADLEY, his wife)	

O R D E R

Upon consideration of the Objection to Proposed Distribution filed by the United States of America on behalf of the Farmers Home Administration and it appearing to the satisfaction of this Court, it is, this 19th day of ~~February~~ February 1980, hereby

ORDERED that the account filed in this case shall be amended so that the surplus proceeds of \$6,010.45 be distributed to the United States of America and not to Wayne M. Bradley and Carol S. Bradley, *less any additional Court costs.*

Clayton C. Carter

Judge
Circuit Court for Queen
Anne's County, Maryland

CLERK OF COURT
1980 FEB 20 AM 11:01
QUEEN ANNE'S COUNTY

JAMES E. THOMPSON, JR., Assignee

vs.

WAYNE M. BRADLEY, et ux.

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

* No. 6531
*
*
*
*

FINAL RATIFICATION OF AUDIT

ORDERED this 25th day of February, 19 80,
as amended
by the Court that the account of the Auditor is finally ratified and
confirmed, and James E. Thompson, Jr., Assignee ~~of the~~
is directed to apply the proceeds accordingly, with a due proportion of
interest as the same has been or may be received.

Marguerite H. Menkin Clerk

Filed February 25, 1980

CHARLES E. SMITH
Grasonville, Maryland
Assignee

Vs.

HERMAN OSCAR PRICE
Grasonville, Maryland
Mortgagor

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY NO. 6539

* * *

ORDER TO DOCKET SUIT

Mrs. Marguerite W. Mankin, Clerk:

OCT 29-79 A 925027 *****50.00

You will please docket suit as per the above titling for foreclosure of the mortgage from HERMAN OSCAR PRICE to QUEENSTOWN BANK OF MARYLAND, dated July 5, 1979, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber M.W.M. No. 152, folio 11, and assigned by said Queenstown Bank of Maryland on October 24, 1979, to Charles E. Smith for collection by foreclosure; 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

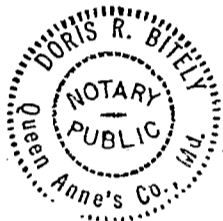
CLERK'S OFFICE
1979 OCT 29 PM 1:43
QUEEN ANNE'S COUNTY

STATE OF MARYLAND

QUEEN ANNE'S COUNTY

to wit:

I HEREBY CERTIFY, That on this 24th day of October, 1979, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Charles E. Smith, Assignee, and made oath in due form of law that HERMAN OSCAR PRICE, the mortgagor referred to in the foregoing Order to Docket Suit, is not now, nor has he 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 mortgagor.



Doris R. Bitley

NOTARY PUBLIC

My Commission Expires: 7/01/82

/First

THIS MORTGAGE, made this 5th day of July, 1979 by and between
HERMAN OSCAR PRICE party
of the first part, hereinafter referred to as MORTGAGOR, and QUEENSTOWN BANK OF MARYLAND
party of the second part, hereinafter referred to as MORTGAGEE.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith in the principal sum of Four Thousand and no/100 Dollars (\$ 4,000.00) payable, with interest thereon from the date hereof at the rate of Twelve 12 (%) per centum per annum on the unpaid principal until paid, at the designated office of the holder, in the manner following:

On Demand

RECEIVED
CLERK, CIRCUIT COURT

1979 JUL -6 PM 1:41

QUEEN ANNE'S COUNTY

JUL -6-79 * 2 386 *****21.20
JUL -6-79 A 2 386 *****13.20
JUL -6-79 A 2 385 *****8.00

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 land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, on the East side of that road which branches from the Queenstown-Kent Island Road at the White Cemetery to lead to Bryantown, adjoining the Virginia Fisher lot and more particularly described as follows, to wit:

BEGINNING for the outlines thereof in the center of the County Road above mentioned; thence with the Virginia Fisher lot, South 85 degrees, 30 minutes East, 110 feet to a stake; thence South 10 degrees, 45 minutes East, 50 feet to a stake; thence North 85 degrees, 30 minutes West 110 feet to the center of the aforesaid road; thence with said road North 10 degrees, 45 minutes West, 50 feet to the place of beginning: CONTAINING 5.309 square feet more or less according to a survey made on the 3rd day of October, 1946, by John C. Fisher, Surveyor.

BEING all the same land conveyed unto the mortgagor herein by deed from Jerome Butler dated March 2, 1976, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 102, folio 326.

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.

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:

Doris R. Bitely

Herman Oscar Price (SEAL)

STATE OF MARYLAND

COUNTY OF Queen Anne's

On this the 5th day of July, 1979, before me, * Doris R. Bitely

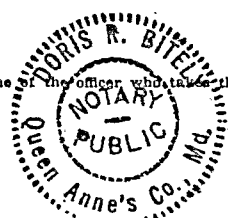
HERMAN OSCAR PRICE

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 Charles E. Smith, Agent for the within named mortgagee

and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, (and that he is the duly authorized agent of the within named Mortgagee to make this affidavit.)

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

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



Doris R. Bitely Notary Public My Commission Expires: 7/01/82

No. RECEIVED
Re CLERK, CIR. CLERK RECEIVED FOR RECORD

1979 OCT 29 PM 1:44

QUEEN ANNE'S COUNTY

Assignment

OCT 29-79 A #25028 *****5 00

OF MORTGAGE FROM ^N Herman Oscar Price

TO Queenstown Bank of Maryland

AS RECORDED IN

LIBER EW NO. 152 FOLIO 11

MAIL TO Place in Equity No. 6539

ASSIGNMENT

The within and foregoing mortgage is hereby assigned unto Charles E. Smith, Attorney, for the purpose of collection by foreclosure or otherwise.

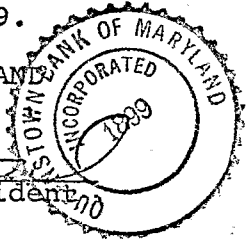
WITNESS The Hand of said body corporate by James R. Friel its President, and its Corporate seal affixed hereto and attested by its Cashier this 24th day of October, 1979.

ATTEST:

Joan W. Friel
Cashier

QUEENSTOWN BANK OF MARYLAND

By James R. Friel
President



*Recorded in Mem 156,
Folio 649*

CLERK OF COURT
1979 OCT 29 PM 1:44
QUEEN ANNE'S COUNTY

CHARLES E. SMITH * IN THE CIRCUIT COURT
Grasonville, Maryland *
Assignee * FOR
Vs. * QUEEN ANNE'S COUNTY
HERMAN OSCAR PRICE * IN EQUITY
Grasonville, Maryland *
Mortgagor * CHANCERY NO. _____
* * *

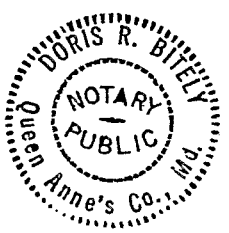
STATEMENT OF MORTGAGE INDEBTEDNESS

BALANCE DUE on Principal of Note dated
July 5, 1979, in the gross amount of
\$4,000.00 by HERMAN OSCAR PRICE to
QUEENSTOWN BANK OF MARYLAND \$4,000.00
With earned interest through
October 24, 1979 145.97
Late Charges 13.32
TOTAL \$4,159.29

Interest will accrue at the rate of \$1.31 per day after
October 24, 1979.

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

THIS IS TO CERTIFY That on this 24th day of October,
1979, before the subscriber, a Notary Public of the State
and County aforesaid, personally appeared CHARLES E. SMITH,
Assignee of said Mortgage, and made oath in due form of law
that the foregoing Statement of Mortgage indebtedness due
by HERMAN OSCAR PRICE, 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. Bately
NOTARY PUBLIC
My Commission Expires: 7/01/82

Equity 6539

AETNA CASUALTY & SURETY COMPANY
HARTFORD, CONNECTICUT

Bond No. 98 S 15318

IN THE CIRCUIT COURT FOR Queen Annes COUNTY, MARYLAND.

Charles E. Smith, Assignee
Plaintiff

vs.

Equity No. _____

Herman Oscar Price
Defendant

BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Charles E. Smith, Assignee 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 Four Thousand, Two Hundred - - - - - 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 25 day of October in the year of our Lord One Thousand Nine Hundred and Seventy-Nine.

Whereas, the above bounden Charles E. Smith, Assignee by virtue of the power contained in a mortgage from Herman Oscar Price to The Queenstown Bank of Maryland bearing date the 5 day of July, 1979 and recorded among the mortgage records of Queen Annes County in Liber No. M.W.M. 154 Folio 11 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, Assignee do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden Charles E. Smith, Assignee has hereto set his hand and Seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

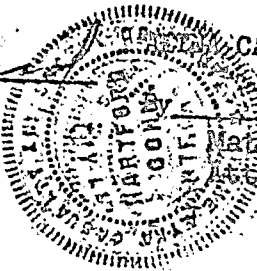
Charles E. Smith (SEAL)
Charles E. Smith (SEAL)

Moris R. Bitely

Witness:

Leona B. Baynes

AETNA CASUALTY & SURETY COMPANY
Matthew B. LaMotte
Attorney-in-fact



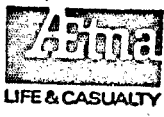
STATE OF MARYLAND, QUEEN ANNE'S COUNTY, To wit:

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber CWC No. 2, folio 341, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 6th day of November, 1979.



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



THE AETNA CASUALTY AND SURETY COMPANY
Hartford, Connecticut 08115

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, THAT THE AETNA CASUALTY AND SURETY 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, hath made, constituted and appointed, and does by these presents make, constitute and appoint **Barclay H. Trippe, Jr., Richard R. Robbins, Francis T. Willis or Matthew B. Lamotte** - -

of **Easton, Maryland** its true and lawful Attorneys-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated the following instrument(s):

by his sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any and all consents incident thereto not exceeding the sum of **FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS**

and to bind THE AETNA CASUALTY AND SURETY COMPANY, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of THE AETNA CASUALTY AND SURETY COMPANY, and all the acts of said Attorneys-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Company which Resolutions are now in full force and effect:

VOTED: That each of the following officers: Chairmen, Vice Chairmen, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, may from time to time appoint Resident Vice Presidents, Resident Assistant Secretaries, Attorneys-in-Fact, and Agents to act for and on behalf of the Company and may give any such appointee such authority as his certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking; and any of said officers or the Board of Directors may at any time remove any such appointee and revoke the power and authority given him.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the Chairmen, the Vice Chairman, the President, an Executive Vice President, a Senior Vice President, a Vice President, an Assistant Vice President or by a Resident Vice President, pursuant to the power prescribed in the certificate of authority of such Resident Vice President, and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or by a Resident Assistant Secretary, pursuant to the power prescribed in the certificate of authority of such Resident Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact pursuant to the power prescribed in his or their certificate or certificates of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Board of Directors of THE AETNA CASUALTY AND SURETY COMPANY which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature 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 AETNA CASUALTY AND SURETY COMPANY has caused this instrument to be signed by its **Secretary** and its corporate seal to be hereto affixed this **12th** day of **July**, 19**78**



THE AETNA CASUALTY AND SURETY COMPANY
By Vincent A. Walsh
Secretary

State of Connecticut }
County of Hartford } ss. Hartford

On this **12th** day of **July**, 19**78**, before me personally came **VINCENT A. WALSH** to me known, who, being by me duly sworn, did depose and say: that he is **Secretary** of THE AETNA CASUALTY AND SURETY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he executed the said instrument on behalf of the corporation by authority of his office under the Standing Resolutions thereof.

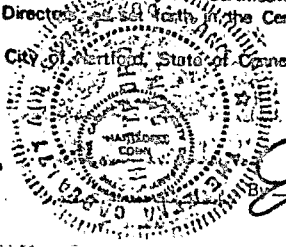


Mary J. Kingston
My commission expires March 31, 19**80** Notary Public

CERTIFICATE

I, the undersigned, **Assistant Secretary** of THE AETNA CASUALTY AND SURETY COMPANY, a stock corporation of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Board of Directors of the Company, set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of **Hartford**, State of **Connecticut**. Dated this **25** day of **October**, 19**79**



John A. Sully
Assistant Secretary

URETY APPROVED AND BOND FILED ON Oct 29 1979

RECORDED
CLERK OF COURT

1979 DEC 12 PM 3:19
CHARLES E. SMITH * IN THE CIRCUIT COURT
ASSIGNEE * QUEEN ANNE'S COUNTY
FOR
VS. * QUEEN ANNE'S COUNTY
HERMAN OSCAR PRICE * IN EQUITY
MORTGAGOR * CHANCERY NO. 6539
* * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Charles E. Smith, Assignee of the mortgage from Herman Oscar Price to Queenstown Bank of Maryland, dated July 5, 1979, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 152, folio 11, 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 Charles E. Smith filed in this Honorable Court his order to docket suit to foreclose said mortgage, accompanied by the said mortgage, his sworn statement as to the mortgage indebtedness and his bond given to the State of Maryland, executed by himself and the Aetna Casualty and Surety Company, a body corporate, duly authorized by its charter to become sole surety on bonds of this character, as surety in the full and just sum of Four Thousand Two Hundred Dollars (\$4,200.00), 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 Star Democrat, a newspaper published in said County at least once each week for (4) successive weeks, the first such publication being not less than twenty (20) 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 mortgagor, at his last known address, notice of the time, place and terms of sale, the said Charles E. Smith did attend, in front of the Courthouse door, in the Town of Centreville, Queen Anne's County, Maryland, at the hour of 11:30 A.M., Eastern Standard Time, on November 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 Fifth Election District of Queen Anne's County, State of Maryland, and more particularly described in the abovementioned mortgage, and Advertisement of Sale unto Queenstown Bank of Maryland, Queenstown, Maryland, it being then and there the highest bidder therefor, at and for the sum of Two Thousand Dollars (\$2,000.00).

The Purchaser is the holder of the first mortgage being foreclosed and as such it is due the proceeds from the sale of said property. Therefore, this Attorney is confident that it will comply with the terms of sale and no down payment or security has been required.

The purchaser's affidavit required by the Maryland Rules, Certificate of the Auctioneer, and Certificate of the Advertisement of Sale are attached hereto.

This report states the amount of sale to be Two Thousand Dollars (\$2,000.00).

Respectfully submitted,

Charles E. Smith
Charles E. Smith

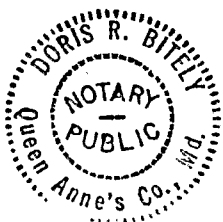
STATE OF MARYLAND

QUEEN ANNE'S COUNTY

to wit:

I HEREBY CERTIFY, That on this 3rd day of December, 1979, before me, the subscriber, personally appeared Charles E. Smith, Assignee in the aforementioned proceedings, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made.

AND further made oath as aforesaid that there has been no change in the matters and facts set forth in the Affidavit as to the military service filed in this cause on October 29, 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.



Doris R. Bittly
NOTARY PUBLIC

My Commission Expires: 7/01/82

OFFICE OF
The Star-Democrat

Easton, Md.

This is to certify that the annexed

Notice of Attorney's Sale
in the case of

Charles E. Smith Assignee

vs.

Mortgage from Herman Oscar Price to
Queenstown Bank

G95

was published in THE STAR-DEMOCRAT, one of the news-
& Queen Anne's
papers printed and published in Talbot county once in
each of four successive weeks beginning
the 31 day of Oct A.D. 19 79

THE EASTON PUBLISHING COMPANY

Publishers of THE STAR-DEMOCRAT

This legal ad ran 10/31 - 11/7 -
11/14 and 11/21/79

Per *Mary S Gregory*

Attorney's Sale

of
Valuable Fee Simple
Real Estate

in Grasonville, Maryland

Under and by virtue of the power of sale contained in a mortgage from Herman Oscar Price to Queenstown Bank of Maryland, dated July 5, 1979, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 152, folio 11, default having occurred in the terms of said mortgages. The undersigned attorney, said mortgage having been assigned to him for collection by foreclosure, will offer at public auction in front of the Courthouse door in the Town of Centreville, Queen Anne's County, State of Maryland, at the hour of 11:30 O'Clock A.M., Eastern Standard Time on

Monday Nov. 26, 1979

the following real estate to wit:

ALL that lot or land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, on the East side of that road which branches from the Queenstown - Kent Island Road at the White Cemetery to lead to Bryantown, adjoining the Virginia Fisher lot and more particularly described as follows, to wit:

BEGINNING for the outlines thereof in the center of the County Road above mentioned; thence with the Virginia Fisher lot, South 85 degrees, 30 minutes East, 110 feet to a stake; thence South 10 degrees, 45 minutes East, 50 feet to a stake; thence North 85 degrees, 30 minutes West 110 feet to the center of the aforesaid road; thence with said road North 10 degrees, 45 minutes West, 50 feet to the place of beginning: CONTAINING 5.309 square feet more or less according to a survey made on the 3rd day of October, 1946, by John C. Fisher, Surveyor.

BEING all the same land conveyed unto Herman Oscar Price by deed from Jerome Butler dated March 2, 1976, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 102, folio 326.

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: One story building.

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. Time being of the essence. Taxes and all other assessments will be adjusted to the date of final settlement. All transfer expenses, including deeds, title settlement, documents, 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 BR6b3 of the Maryland Rules of Procedure.

Charles E. Smith

Assignee of Mortgage

Telephone 301-827-7550

Joseph Jackson, Jr.
Auctioneer

G9510-31,11-7,14,21

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ASSIGNEE	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
HERMAN OSCAR PRICE	*	IN EQUITY
MORTGAGOR	*	CHANCERY NO. 6539

* * *

AFFIDAVIT OF PURCHASER

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S:

SS:

I HEREBY CERTIFY, that on this 26th day of November, 1979, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Albert V. Stant, Executive Vice President of the Queenstown Bank of Maryland, Queenstown, Maryland, purchaser(s) at the foreclosure sale of this cause and being duly authorized so to do, made oath in due form of law that he as such Executive Vice President purchased all that parcel or tract of land, with improvements, described in the Advertisement of Sale in this cause for the Queenstown Bank of Maryland, Queenstown, Maryland, and that no others are interested in said sale as principal or principals, and that he did not directly or indirectly discourage anyone from bidding on said property.

WITNESS my hand and notarial seal.



Doris R. Bately

 Notary Public
 My Commission Expires: 7/01/82

CERTIFICATE OF AUCTIONEER

I HEREBY CERTIFY, That I did sell at Public Auction:

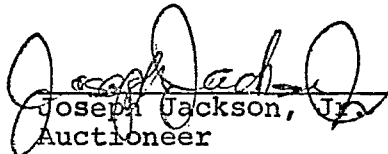
ALL that lot or land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, on the East side of that road which branches from the Queenstown-Kent Island Road at the White Cemetery to lead to Bryantown, adjoining the Virginia Fisher lot and more particularly described as follows, to wit:

BEGINNING for the outlines thereof in the center of the County Road above mentioned; thence with the Virginia Fisher lot, South 85 degrees, 30 minutes East, 110 feet to a stake; thence South 10 degrees, 45 minutes East, 50 feet to a stake; thence North 85 degrees, 30 minutes West 110 feet to the center of the aforesaid road; thence with said road North 10 degrees, 45 minutes West, 50 feet to the place of beginning: CONTAINING 5.309 square feet more or less according to a survey made on the 3rd day of October, 1946, by John C. Fisher, Surveyor.

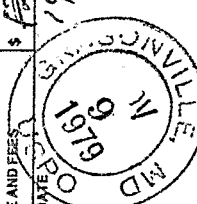
BEING all the same land conveyed unto Herman Oscar Price by deed from Jerome Butler dated March 2, 1976, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 102, folio 326.

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.

In front of the Court House door in the Town of Centreville, Queen Anne's County, Maryland, on Monday, November 26, 1979, beginning at the hour of 11:30 O'Clock A.M. Eastern Standard Time unto The Queenstown Bank of Maryland, Queenstown, Maryland, for itself for the sum of Two Thousand Dollars (\$2,000.00).


Joseph Jackson, Jr.
Auctioneer

No. 512300
RECEIPT FOR CERTIFIED MAIL
NO INSURANCE COVERAGE PROVIDED—
 NOT FOR INTERNATIONAL MAIL
(See Reverse)

<small>SENT TO</small>	Herman Oscar Price		
<small>STREET AND NO.</small>	Grasonville, MD 21638		
<small>P.O., STATE AND ZIP CODE</small>	Grasonville, MD 21638		
<small>POSTAGE</small>	<small>CERTIFIED FEE</small>	<small>SPECIAL DELIVERY</small>	<small>RESTRICTED DELIVERY</small>
	\$1.40	80¢	45¢
<small>OPTIONAL SERVICES</small>	<small>SHOW TO WHOM AND DATE DELIVERED</small>	<small>SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY</small>	<small>SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY</small>
<small>CONSULT POSTMASTER FOR FEES</small>			
<small>RETURN RECEIPT SERVICE</small>			
<small>POSTMARK OR DATE</small>			
<small>TOTAL POSTAGE AND FEES</small>	\$2.65		

PS Form 3800, Apr. 1976

November 9, 1979

Mr. Herman Oscar Price
 Grasonville, MD 21638

Dear Mr. Price:

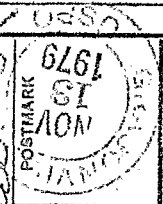
Foreclosure proceedings have been filed in the Circuit Court for Queen Anne's County against the property mortgaged by you to the Queenstown Bank of Maryland. A copy of the advertisement of sale setting forth the time and place of sale and the terms thereof is enclosed. This notice is made pursuant to Maryland Rule W72 (2C).

This sale will be held in front of the Courthouse door in Centreville, Maryland, on Monday, November 26, 1979, at 11:30 O'Clock A.M., Eastern Standard 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

1. The following service is requested (check one). <input checked="" type="checkbox"/> Show to whom and date delivered. <input type="checkbox"/> Show to whom, date, and address of delivery. <input type="checkbox"/> RESTRICTED DELIVERY <input type="checkbox"/> Show to whom and date delivered. <input type="checkbox"/> RESTRICTED DELIVERY. Show to whom, date, and address of delivery. \$ _____ (CONSULT POSTMASTER FOR FEES)	2. ARTICLE ADDRESSED TO: Herman Oscar Price Grasonville, MD 21638	3. ARTICLE DESCRIPTION: REGISTERED NO. 512300 INSURED NO. _____	POSTMARK 
I have received the article described above. SIGNATURE <i>Herman Oscar Price</i> <input checked="" type="checkbox"/> Addressee <input type="checkbox"/> Authorized agent		4. DATE OF DELIVERY 11/13/79	5. ADDRESS (Complete only if requested)
6. UNABLE TO DELIVER BECAUSE:			CLERK'S INITIALS <i>[Signature]</i>

PS Form 3811, Apr. 1977 RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL ☆ (FO: 1977-O-24-337)

Attorney's Sale

of Valuable Fee Simple Real Estate

in Grasonville, Maryland

Under and by virtue of the power of sale contained in a mortgage from Herman Oscar Price to Queenstown Bank of Maryland, dated July 5, 1979, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 152, folio 11, default having occurred in the terms of said mortgages. The undersigned attorney, said mortgage having been assigned to him for collection by foreclosure, will offer at public auction in front of the Courthouse door in the Town of Centreville, Queen Anne's County, State of Maryland, at the hour of 11:30 O'Clock A.M., Eastern Standard Time on

Monday Nov. 26, 1979

the following real estate to wit:

ALL that lot or land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, on the East side of that road which branches from the Queenstown - Kent Island Road at the White Cemetery to lead to Bryantown, adjoining the Virginia Fisher lot and more particularly described as follows, to wit:

BEGINNING for the outlines thereof in the center of the County Road above mentioned; thence with the Virginia Fisher lot, South 85 degrees, 30 minutes East, 110 feet to a stake; thence South 10 degrees, 45 minutes East, 50 feet to a stake; thence North 85 degrees, 30 minutes West 110 feet to the center of the aforesaid road; thence with said road North 10 degrees, 45 minutes West, 50 feet to the place of beginning; CONTAINING 5,399 square feet more or less according to a survey made on the 3rd day of October, 1948, by John C. Fisher, Surveyor.

BEING all the same land conveyed unto Herman Oscar Price by deed from Jerome Butler dated March 2, 1976, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 102, folio 326.

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: One story building.

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. Time being of the essence. Taxes and all other assessments will be adjusted to the date of final settlement. All transfer expenses, including deeds, title settlement, 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 BR6b3 of the Maryland Rules of Procedure.

Charles E. Smith

Assignee of Mortgage

Telephone 301-327-7550

Joseph Jackson, Jr.
Auctioneer

G9510-31,11-7,14,21

ORDER NISI ON SALE

CHARLES E. SMITH, Assignee

vs.

HERMAN OSCAR PRICE

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

Cause No. 6539

ORDERED, this 12th day of December, 1979, that the sale of the real property, made and reported in this cause by Charles E. Smith, Assignee, be ratified and confirmed, on or after the 14th day of January, 1980, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 7th day of January, 1980.

The report states the amount of sales to be \$ 2,000.00

Marguerite W. Mankin Clerk

Filed December 12, 1979

OFFICE OF

The Star-Democrat

1980 JAN 18 PM 3:16

Easton, Md.

QUEEN ANNE'S COUNTY

This is to certify that the annexed

Order NISI on sale

in the case of

Charles E. Smith, Assignee

vs.

Herman Oscar Price

Case No. 6539

IO9

was published in THE STAR-DEMOCRAT, one of the newspapers printed and published in Talbot county once in

each of three successive weeks beginning the 19th day of Dec. A.D. 19 79

THE EASTON PUBLISHING COMPANY

Publishers of THE STAR-DEMOCRAT

Per *Nancy S. Gregory*

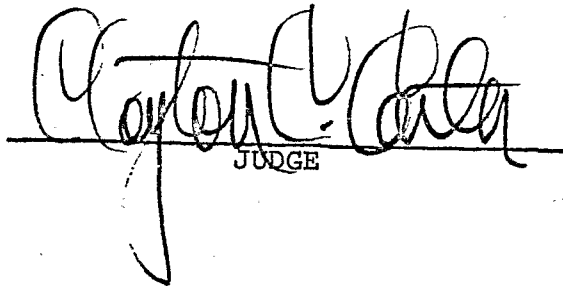
ORDER NISI ON SALE
CHARLES E. SMITH, Assignee
vs.
HERMAN OSCAR PRICE
In The Circuit Court For Queen Anne's County In Equity
Case No. 6539
ORDERED, this 12th day of December, 1979, that the sale of the real property, made and reported in this cause by Charles E. Smith, Assignee, be ratified and confirmed, on or after the 14th day of January, 1980, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 7th day of January, 1980.
The report states the amount of sales to be \$2,000.00.
Marguerite W. Mankin Clerk
True Copy, Test: Marguerite W. Mankin, Clerk
By: Betty M. Comegys Deputy Clerk
Filed December 12, 1979
IO912-19,26,1-2

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ASSIGNEE	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
HERMAN OSCAR PRICE	*	IN EQUITY
MORTGAGOR	*	CHANCERY NO. 6539
	* * *	

FINAL ORDER OF RATIFICATION OF SALE

IT IS ORDERED, 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, 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 Charles E. Smith, Assignee, is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers therefor to the Auditor.

Dated: January 21, 1980



 JUDGE

RECORDED
 CLERK, CIRCUIT COURT
 1980 JAN 22 AM 11:09
 QUEEN ANNE'S COUNTY

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ASSIGNEE	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
HERMAN OSCAR PRICE	*	IN EQUITY
MORTGAGOR	*	NO. 6539
	* * *	

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, Assignee, wherein it appears that the proceeds of sale are insufficient to pay the expenses of the sale and the mortgage debt.

2. That in the within account, Charles E. Smith, Assignee 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 fee and expenses of your auditor, and the balance was distributed to the mortgagee.

Respectfully submitted,

J. Thomas Clark
J. Thomas Clark
Auditor

February 11, 1980

CAUSE NO. 6539

The proceeds of the sale of land reported in this cause, in account with Charles E. Smith, Assignee, of the mortgage foreclosed in these proceedings (and vendor of said land)

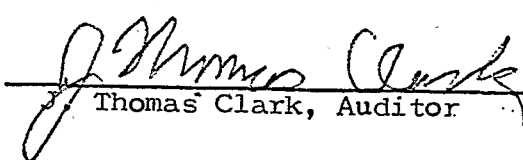
Cr.

By gross proceeds of the sale of said land, per report of said vendor, to wit:-----	\$2,000.00
Interest to date of purchase -----	20.30
	<u>\$2,020.30</u>

Dr.

To Charles E. Smith, Assignee, (and vendor), per terms of mortgage, to wit:		
1-His commissions for making sale-----	\$200.00	
2-His fee for his services-----	500.00	700.00
To do, for an amount paid Marguerite W. Mankin, Clerk, for Court Costs, per receipt exhibited, to wit:-----		136.00
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: -----		20.00
To do, for an amount paid Joseph Jackson, Auctioneer, for crying said sale on August 25, 1979, per rules of Court, the sum of -----		25.00
To do, for amount paid Star Democrat per its receipts exhibited, to wit:		
1-For publishing Notice of Sale-----	\$223.60	
2-Order Nisi of Sale-----	46.80	270.40
To do, for amount paid U.S. Post Office for certified mail, notice to mortgagors, per its receipts exhibited, to wit:-----		1.40

February 11, 1980


Thomas Clark, Auditor

To J. Thomas Clark, Auditor, as follows:

1-His fee for stating audit-----\$45.00

2-His expenses involved in
stating audit and notifying
parties

10.00

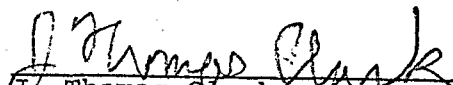
\$ 55.00

To Queenstown Bank of Maryland
for payment on mortgage
indebtedness

812.50

\$2,020.30

February 11, 1980



J. Thomas Clark
Auditor

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ASSIGNEE	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
HERMAN OSCAR PRICE	*	IN EQUITY
MORTGAGOR	*	NO. 6539
	* * *	

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

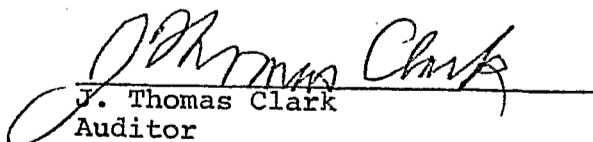
The undersigned Court Auditor hereby certifies that on February , 1980, the date the audit in the above entitled cause was filed in this Court, that he did by U.S. First Class Mail notify the following interested parties to this cause, to wit:

Charles E. Smith
Assignee
Grasonville, MD 21638

Queenstown Bank of Maryland
Queenstown, MD 21658

Herman Oscar Price
Grasonville, MD 21638

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 February 11, 1980, with the Clerk of the Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before February 26, 1980, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on February 27, 1980.


J. Thomas Clark
Auditor

February 11, 1980

CHARLES E. SMITH, Assignee

vs.

HERMAN OSCAR PRICE

*
*
*
*
*
*
*

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
No. 6539

NISI RATIFICATION OF AUDIT

ORDERED this 11th day of February, 1980,
that the report and account filed in these proceedings by _____
J. Thomas Clark, Auditor, be ratified on or after the
27 th 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. Hankin Clerk

Filed February 11, 1980

CHARLES E. SMITH, Assignee

vs.

HERMAN OSCAR PRICE

* IN THE CIRCUIT COURT
* FOR QUEEN ANNE'S COUNTY
* IN EQUITY
* No. 6539
*
*
*

FINAL RATIFICATION OF AUDIT

ORDERED this 28th day of February, 1980,
by the Court that the account of the Auditor is finally ratified and
confirmed, and Charles E. Smith, Assignee/~~DEPOSITARY~~,
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 28, 1980

CHARLES E. SMITH
Grasonville, Maryland
Assignee

VS.

MARY BRINKLEY
Queenstown, Maryland
Mortgagors

IN THE CIRCUIT COURT
FOR

QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY NO. 6536

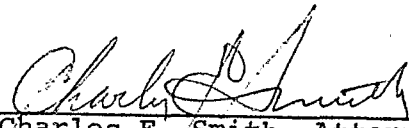
* * *

ORDER TO DOCKET SUIT

Mrs. Marguerite W. Mankin, Clerk:

OCT 29-79 A 925021 *****50 00

You will please docket suit as per the above titling for foreclosure of the mortgage from MARY BRINKLEY to QUEENSTOWN BANK OF MARYLAND, dated February 4, 1976, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. No. 101, folio 631, and assigned by said Queenstown Bank of Maryland on October 24, 1979, to Charles E. Smith for collection by foreclosure; default having occurred in the terms thereof by reason of non-payment when due of the principal and interest of the Note secured by said mortgage; and you will file in said suit the original of said mortgage and the accompanying military affidavit and statement of indebtedness.


Charles E. Smith, Attorney
named in mortgage
P.O. Box 147
Grasonville, Maryland 21638
Telephone: 827-7550

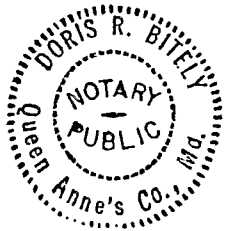
CLERK OF CIRCUIT COURT
1979 OCT 29 PM 1:23
QUEEN ANNE'S COUNTY

STATE OF MARYLAND

QUEEN ANNE'S COUNTY

to wit:

I HEREBY CERTIFY, That on this 24th day of October, 1979, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Charles E. Smith, Assignee, and made oath in due form of law that MARY BRINKLEY, the mortgagor referred to in the foregoing Order to Docket Suit, is not now, nor has she 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 mortgagor.



Doris R. Bittly

NOTARY PUBLIC

My Commission Expires: 7/01/82

DOCUMENT NO. 82 842

First

THIS MORTGAGE, made this 4th day of February, 19 76, by and between MARY BRINKLEY

of the first part, hereinafter referred to as MORTGAGOR, and the QUEENSTOWN BANK OF MARYLAND of the second part, hereinafter referred to as MORTGAGEE.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith in the principal sum of THIRTEEN THOUSAND FIVE HUNDRED 00/100 Dollars (\$13,500.00) 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:

RECEIVED FOR RECORD
& RECORDED IN LIBER Cec ON DEMAND
NO. 101 FOLIO 631

1976 FEB 11 PM 2:37

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

FEB 11-76 * 24025 *****51.55
FEB 11-76 A 24025 *****44.55
FEB 11-76 A 24024 *****7.00

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 near Wye Mills in the Fifth Election District of Queen Anne's County, State of Maryland, set forth and shown on a plat entitled "Rhyan's Scottown Development" by C. Roland Sharretts, registered surveyor, recorded the 4th day of September, 1970, among the Land Records of Queen Anne's County in Liber C.W.C. No. 49, folio 626, said lot being known and designated thereon as Lot No. 13, Block B, of Rhyans Scottown Development.

BEING all the same land conveyed unto the mortgagor herein by Deed from Mary Brinkley, Personal Representative of the Estate of Asbury Tilghman, deceased, dated the 28th day of JANUARY, 1976, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 101, folio 560.

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.

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

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

AND the Mortgagor covenants with the Mortgagee as follows: (1) To repay the indebtedness, together with interest, secured by this mortgage, when due, (2) to pay a late charge not to exceed five cents for each dollar of delinquent principal and interest, or a minimum charge of \$2.00, on each payment more than fifteen days in arrears, to cover the extra expense involved in handling delinquent payments, (3) to keep the improvements on the premises insured against loss or damage by fire and such other hazards as may be required by the Mortgagee, to the amount of at least the insurable value thereof, in an insurance company or companies selected by the Mortgagee, and to have all said policies so framed or endorsed that the proceeds arising from said policies, in case of loss or damage, shall be payable to the Mortgagee only, and may, at his option, be applied to the extinguishment of the indebtedness and sums secured by this mortgage, whether then due or not, or used for the reconstruction of the improvements on the mortgaged property, and to deliver all said policies to the Mortgagee to be kept by him, (4) to pay all taxes, water and sewer charges, insurance premiums, public dues and assessments, for which the Mortgagor and/or the property hereby mortgaged may become liable, when payable; in the event the Mortgagor fails to make the said payments, the Mortgagee is hereby authorized to pay the same, and the Mortgagee shall have a lien hereunder on said premises for the amount so paid, (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor to keep the improvements on said property in good condition and repair, the Mortgagee may demand the immediate repair thereof or an increase in the amount of security or the immediate repayment of the indebtedness hereby secured, and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee may, without notice, institute proceedings to foreclose this mortgage and apply for the appointment of a receiver as herein provided, (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents, issues and profits of said premises and account therefor as the Court may direct, (7) that in case of default in the payment of said debt, or interest, or any part of either, when due, or in any covenant of this Mortgage, then the whole debt intended to be secured and all moneys owing hereunder or secured hereby shall, at the option of the Mortgagee, be due and demandable, and the Mortgagee, or CHARLES E. SMITH his hereby duly constituted attorney for the purpose, are hereby authorized to sell said premises after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper published in the County where the mortgaged property or some portion thereof is located, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, and to apply the proceeds of sale as follows, to wit: first, to the payment of all expenses incident to such sale, including a counsel fee of \$ 500.00 for conducting the proceedings if without contest, but if legal services be rendered to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper, and also to the payment of a commission to the party making sale equal to the commission allowed trustees making sales of property under a decree of a Court of equity in the County where the sale is reported; second, to the payment of all claims of the Mortgagee, whether the same shall have matured or not; and third, the balance, if any, to the Mortgagor or to whomsoever shall be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid when suit has been docketed in the proper Court for the purpose under the power of sale granted herein, (8) that in the event of sale of the mortgaged property under the power of sale granted herein, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as part thereof, (9) that the Mortgagor will warrant specially the property hereby conveyed and will execute such further assurances of said land as may be requisite.

The covenants herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the hand and seal of the Mortgagor:

WITNESS:

Gail R. Chroniger

Mrs. Mary Brinkley (SEAL)

Mary Brinkley (SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND
COUNTY OF QUEEN ANNE'S

On this the 4th day of February, 1976, before me, * Gail R. Chroniger, the undersigned officer, personally appeared Mary Brinkley, known to me to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained; and at the same time appeared Charles E. Smith, Agent for the within named mortgagee

and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, (and that he is the duly authorized agent of the within named Mortgagee to make this affidavit.)

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



Gail R. Chroniger
Notary Public
Commission expires: 11/78

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

No. RECEIVED
Re CLERK. CIRCL RECEIVED FOR RECORD

1979 OCT 29 PM 1:29

QUEEN ANNE'S COUNTY

Assignment

OCT 29-79 A #25022 *****5 00

OF MORTGAGE FROM Mary Brinkley

TO Queenstown Bank of Maryland

AS RECORDED IN

LIBER CWC NO. 101 FOLIO 631

MAIL TO place in Equity No. 6536

ASSIGNMENT

The within and foregoing mortgage is hereby assigned unto Charles E. SMITH, Attorney, for the purpose of collection by foreclosure or otherwise.

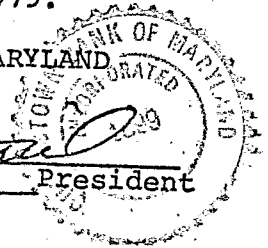
WITNESS The Hand of said body corporate by James R. Friel its President, and its Corporate seal affixed hereto and attested by its Cashier this 24th day of October, 1979.

ATTEST:

Yvan W. Zumbly
Cashier

QUEENSTOWN BANK OF MARYLAND

BY James R. Friel
President



1979 OCT 29 PM 1:25
CLERK OF CIRCUIT COURT
QUEEN ANNE'S COUNTY

CHARLES E. SMITH
Grasonville, Maryland
Assignee

VS.

MARY BRINKLEY
Queenstown, Maryland
Mortgagors

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY NO. 6536

STATEMENT OF MORTGAGE INDEBTEDNESS

BALANCE DUE on Principal of Note dated February 4, 1976, in the gross amount of \$13,500.00 by MARY BRINKLEY to QUEENSTOWN BANK OF MARYLAND	\$12,183.01
With earned interest through October 24, 1979	169.47
Late Charges	<u>43.50</u>
TOTAL	\$12,395.98

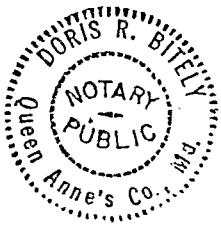
Interest will accrue at the rate of \$3.33 per day
after October 24, 1979.

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S

to wit:

THIS IS TO CERTIFY That on this 24th day of October,
1979, before the subscriber, a Notary Public of the State
and County aforesaid, personally appeared CHARLES E. SMITH,
Assignee of said mortgage, and made oath in due form of law
that the foregoing Statement of Mortgage indebtedness due
by MARY BRINKLEY 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. Bately
NOTARY PUBLIC

My Commission Expires: 7/01/82

Equity 6536

AETNA CASUALTY & SURETY COMPANY
HARTFORD, CONNECTICUT

Bond No. 98 S 15316

IN THE CIRCUIT COURT FOR Queen Annes COUNTY, MARYLAND.

Charles E. Smith, Assignee
Plaintiff

vs.

Mary Brinkley
Defendant

Equity No. _____
The United States of America.
of our State _____
firmly by these presents

BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Charles E. Smith, Assignee 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 Twelve Thousand Five Hundred and 00/100 Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents.

Scaled with our seals and dated this 25 day of October in the year of our Lord One Thousand Nine Hundred and Seventy-Nine.

Whereas, the above bounden Charles E. Smith, Assignee by virtue of the power contained in a mortgage from Mary Brinkley to The Queenstown Bank of Maryland bearing date the 4 day of February, 1976 and recorded among the mortgage records of Queen Annes County in Liber No. C.W.C. 101 Folio 631 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, Assignee do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden Charles E. Smith, Assignee has hereto set his hand and Seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Charles E. Smith (SEAL)
Charles E. Smith

Noris R. Bitely (SEAL)

Witness:

Susan P. Raymond



Matthew B. Lamotte
Matthew B. Lamotte
Attorney-in-fact

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from
Liber CWC No. 2, folio 338, a Bond Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe
my name and affix the Seal of the Circuit
Court for Queen Anne's County, this 5th
day of November, 1979.

Marquerite W. Mankin

Clerk of the Circuit Court for
Queen Anne's County



POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, THAT THE AETNA CASUALTY AND SURETY 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, hath made, constituted and appointed, and does by these presents make, constitute and appoint **Barclay H. Trippe, Jr., Richard R. Robbins, Francis T. Willis or Matthew B. Lamotte** - -

of **Easton, Maryland**, its true and lawful Attorneys-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated, the following instrument(s):

by his sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any and all consents incident thereto **not exceeding the sum of FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS**.

Mary Brinkley

and to bind THE AETNA CASUALTY AND SURETY COMPANY, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of THE AETNA CASUALTY AND SURETY COMPANY, and all the acts of said Attorneys-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Company which Resolutions are now in full force and effect:

VOTED: That each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, may from time to time appoint Resident Vice Presidents, Resident Assistant Secretaries, Attorneys-in-Fact, and Agents to act for and on behalf of the Company and may give any such appointee such authority as his certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors may at any time remove any such appointee and revoke the power and authority given him.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the Chairman, the Vice Chairman, the President, an Executive Vice President, a Senior Vice President, a Vice President, an Assistant Vice President or by a Resident Vice President, pursuant to the power prescribed in the certificate of authority of such Resident Vice President, and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or by a Resident Assistant Secretary, pursuant to the power prescribed in the certificate of authority of such Resident Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact pursuant to the power prescribed in his or their certificate or certificates of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Board of Directors of THE AETNA CASUALTY AND SURETY COMPANY which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature 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 AETNA CASUALTY AND SURETY COMPANY has caused this instrument to be signed by its **Secretary**, and its corporate seal to be hereto affixed this **12th** day of **July**, 19**78**



THE AETNA CASUALTY AND SURETY COMPANY
By *Vincent A. Walsh*
Secretary

State of Connecticut }
County of Hartford } ss. Hartford

On this **12th** day of **July**, 19**78**, before me personally came **VINCENT A. WALSH** Secretary of THE AETNA CASUALTY AND SURETY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he executed the said instrument on behalf of the corporation by authority of his office under the Standing Resolutions thereof.



Mary J. Kingston
My commission expires March 31, 19**80** Notary Public

CERTIFICATE

I, the undersigned, **Assistant Secretary** of THE AETNA CASUALTY AND SURETY COMPANY, a stock corporation of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked, and furthermore, that the Standing Resolutions of the Board of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of **Hartford**, State of **Connecticut**. Dated this **25** day of **October**, 19**79**



John A. Leahy
Assistant Secretary

SURETY APPROVED AND BOND FILED BY *Oct. 29, 1979*

CLERK OF THE COURT

CHARLES E. SMITH 1979 DEC 12 PM 3:19
ASSIGNEE QUEEN ANNE'S COUNTY

IN THE CIRCUIT COURT
FOR

VS.

*

QUEEN ANNE'S COUNTY

MARY BRINKLEY

*

IN EQUITY

MORTGAGOR

*

CHANCERY NO. 6536

* * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Charles E. Smith, Assignee of the mortgage from Mary Brinkley to Queenstown Bank of Maryland, dated February 4, 1976, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 101; folio 631, 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 Charles E. Smith filed in this Honorable Court his order to docket suit to foreclose said mortgage, accompanied by the said mortgage, his sworn statement as to the mortgage indebtedness and his bond given to the State of Maryland, executed by himself and the Aetna Casualty and Surety Company, a body corporate, duly authorized by its charter to become sole surety on bonds of this character, as surety in the full and just sum of Twelve Thousand Five Hundred Dollars (\$12,500.00) containing the conditions required by law relative to the foreclosure of mortgages under a power of sale contained therein.

That after having advertised the mortgaged premises for sale in accordance with the annexed Certificate of Advertisement in The Star Democrat, a newspaper published in said County at least once each week for (4) successive weeks, the first such publication being not less than twenty (20) 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 mortgagor, at her last known address, notice of the time, place and terms of sale, the said Charles E. Smith 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 Standard Time, on November 23, 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 abovementioned mortgage, and Advertisement of Sale unto Queenstown Bank of Maryland, Queenstown, Maryland, it being then and there the highest bidder therefor, at and for the sum of Eleven Thousand Dollars (\$11,000.00).

The Purchaser is the holder of the first mortgage being foreclosed and as such it is due the proceeds from the sale of said property. Therefore, this Attorney is confident that it will comply with the terms of sale and no down payment or security has been required.

The purchaser's affidavit required by the Maryland Rules, Certificate of the Auctioneer, and Certificate of the Advertisement of Sale are attached hereto.

This report states the amount of sale to be Eleven Thousand Dollars (\$11,000.00).

Respectfully submitted,

Charles E. Smith

Charles E. Smith

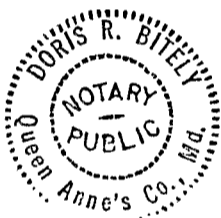
STATE OF MARYLAND

QUEEN ANNE'S COUNTY

to wit:

I HEREBY CERTIFY, That on this 3rd day of December, 1979, before me, the subscriber, personally appeared Charles E. Smith, Assignee in the aforementioned proceedings, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made.

AND further made oath as aforesaid that there has been no change in the matters and facts set forth in the Affidavit as to the military service filed in this cause on October 29, 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.



Doris R. Bitley

NOTARY PUBLIC
My Commission Expires: 7/01/82

OFFICE OF
The Star-Democrat

Easton, Md.

This is to certify that the annexed

Notice of Attorney's Sale

in the case of

Charles E. Smith, Assignee

vs.

Mortgage from Mary Brinkley
to Queenstown Bank

G97

was published in THE STAR-DEMOCRAT, one of the news-
& Queen Anne's
papers printed and published in Talbot county once in
each of four successive weeks beginning

the 31 day of Oct. A.D. 1979

THE EASTON PUBLISHING COMPANY

Publishers of THE STAR-DEMOCRAT

This legal ad ran 10/31 - 11/7 -
11/14 and 11/21/79

Per

Nancy S. Gregory

Attorney's Sale

of
Valuable Fee Simple
Real Estate

Near Wye Mills, Maryland

Under and by virtue of the power of sale contained in a mortgage from Mary Brinkley to Queenstown Bank of Maryland, dated February 4, 1976, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 101, folio 631, default having occurred in the terms of said mortgages. The undersigned attorney, said mortgage having been assigned to him for collection by foreclosure, will offer at public auction in front of the Courthouse Door in the Town of Centreville, Queen Anne's County, State of Maryland, at the hour of 11:00 O'Clock A.M., Eastern Standard Time on

Friday, Nov. 23, 1979

the following real estate to wit:

ALL that lot or parcel of land situate, lying and being near Wye Mills in the Fifth Election District of Queen Anne's County, State of Maryland, set forth and shown on a plat entitled "Rhyans Scottown Development" by C. Roland Sharretts, registered surveyor, recorded the 4th day of September, 1970, among the Land Records of Queen Anne's County in Liber C.W.C. No. 49, folio 626, said lot being known and designated thereon as Lot No. 13, Block B, of Rhyans Scottown Development.

BEING all the same land conveyed unto Mary Brinkley by deed from Mary Brinkley, Personal Representative of the Estate of Asbury Tilghman, deceased, dated the 28th day of January, 1976, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 101, folio 590.

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 Three Thousand Dollars (\$3,000.00) 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. Time being of the essence. 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 BR6b3 of the Maryland Rules of Procedure.

Charles E. Smith
Assignee of Mortgage
Telephone 301-827-7550

Joseph Jackson, Jr.
Auctioneer

G9710-31, 11-7, 14, 21

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ASSIGNEE	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
MARY BRINKLEY	*	IN EQUITY
MORTGAGOR	*	CHANCERY NO. 6536

* * *

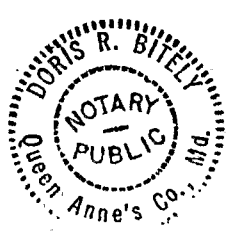
AFFIDAVIT OF PURCHASER

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S: SS:

I HEREBY CERTIFY, that on this 23rd day of November, 1979, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Albert V. Stant, Executive Vice President of the Queenstown Bank of Maryland, Queenstown, Maryland, purchaser(s) at the foreclosure sale of this cause and being duly authorized so to do, made oath in due form of law that he as such Executive Vice President purchased all that parcel or tract of land, with improvements, described in the Advertisement of Sale in this cause for the Queenstown Bank of Maryland, Queenstown, Maryland, and that no others are interested in said sale as principal or principals, and that he did not directly or indirectly discourage anyone from bidding on said property.

WITNESS my hand and notarial seal.



Doris R. Bitely

 Notary Public
 My Commission Expires: 7/01/82

CERTIFICATE OF AUCTIONEER

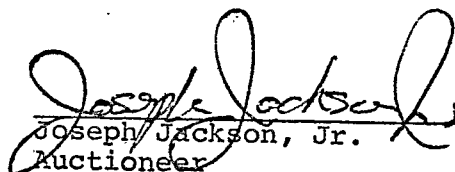
I HEREBY CERTIFY, That I did sell at Public Auction:

ALL that lot or parcel of land situate, lying and being near Wye Mills in the Fifth Election District of Queen Anne's County, State of Maryland, set forth and shown on a plat entitled "Rhyan's Scottown Development" by C. Roland Sharretts, registered surveyor, recorded the 4th day of September, 1970, among the Land Records of Queen Anne's County in Liber C.W.C. No. 49, folio 626, said lot being known and designated thereon as Lot No. 13, Block B, of Rhyans Scottown Development.

BEING all the same land conveyed unto Mary Brinkley by deed from Mary Brinkley, Personal Representative of the Estate of Asbury Tilghman, deceased, dated the 28th day of January, 1976, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 101, folio 560.

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.

In front of the Court House door in the Town of Centreville, Queen Anne's County, Maryland, on Friday, November 23, 1979, beginning at the hour of 11 O'Clock A.M. Eastern Standard Time unto The Queenstown Bank of Maryland, Queenstown, Maryland, for itself for the sum of Eleven Thousand Dollars (\$11,000.00).


Joseph Jackson, Jr.
Auctioneer

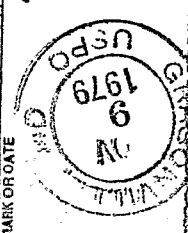
No. 512298
RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—
 NOT FOR INTERNATIONAL MAIL

(See Reverse)

SENT TO Mary Brinkley	
STREET AND NO.	
P.O. Box 156	
P.O. STATE AND ZIP CODE Grasonville, MD 21638	
POSTAGE	\$ 1.40
CERTIFIED FEE	\$.20
SPECIAL DELIVERY	45¢
RESTRICTED DELIVERY	¢
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	¢
RETURN RECEIPT SERVICE	¢
OPTIONAL SERVICES	¢
CONSULT POSTMASTER FOR FEES	¢
TOTAL POSTAGE AND FEES	\$ 1.90
POSTMARK OR DATE	11/9/79

PS Form 3800, Apr. 1976



November 9, 1979

Mrs. Mary Brinkley
 P.O. Box 156
 Grasonville, MD 21638

Dear Mrs. Brinkley:

Foreclosure proceedings have been filed in the Circuit Court for Queen Anne's County against the property mortgaged by you to the Queenstown Bank of Maryland. A copy of the advertisement of sale setting forth the time and place of sale and the terms thereof is enclosed. This notice is made pursuant to Maryland Rule W72 (2C).

This sale will be held in front of the Courthouse door in Centreville, Maryland, on Friday, November 23, 1979, at 11:00 a.m., Eastern Standard 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

© 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). <input checked="" type="checkbox"/> Show to whom and date delivered. _____ <input type="checkbox"/> Show to whom, date, and address of delivery. _____ <input type="checkbox"/> RESTRICTED DELIVERY <input type="checkbox"/> Show to whom and date delivered. _____ <input type="checkbox"/> RESTRICTED DELIVERY. Show to whom, date, and address of delivery. \$ _____ (CONSULT POSTMASTER FOR FEES)	
2. ARTICLE ADDRESSED TO: Mary Brinkley P.O. Box 156 Grasonville, MD 21638	
3. ARTICLE DESCRIPTION: REGISTERED NO. 512298	INSURED NO. _____
(Always obtain signature of addressee or agent) I have received the article described above. SIGNATURE <i>Mary Brinkley</i> <input checked="" type="checkbox"/> Addressee <input type="checkbox"/> Authorized agent	
4. DATE OF DELIVERY 11/11/79	POSTMARK OR DATE GRASONVILLE MD 21638 NOV 9 1979
5. ADDRESS (Complete only if requested)	
6. UNABLE TO DELIVER BECAUSE: _____ CLERK'S INITIALS <i>SA</i>	

PS Form 3811, Apr. 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

GPO : 1977-O-234-337

Attorney's Sale

of Valuable Fee Simple Real Estate

Near Wya Mills, Maryland

Under and by virtue of the power of sale contained in a mortgage from Mary Brinkley to Queenstown Bank of Maryland, dated February 4, 1976, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 101, folio 631, default having occurred in the terms of said mortgages. The undersigned attorney, said mortgage having been assigned to him for collection by foreclosure, will offer at public auction in front of the Courthouse Door in the Town of Centreville, Queen Anne's County, State of Maryland, at the hour of 11:00 O'Clock A.M., Eastern Standard Time on

Friday, Nov. 23, 1979

the following real estate to wit:

"ALL that lot or parcel of land situate, lying and being near Wya Mills in the Fifth Election District of Queen Anne's County, State of Maryland, set forth and shown on a plat entitled "Rhyans Scottown Development" by C. Roland Sharretts, registered surveyor, recorded the 4th day of September, 1970, among the Land Records of Queen Anne's County in Liber C.W.C. No. 49, folio 626, said lot being known and designated thereon as Lot No. 13, Block B, of Rhyans Scottown Development.

BEING all the same land conveyed unto Mary Brinkley by deed from Mary Brinkley, Personal Representative of the Estate of Asbury Tilghman, deceased, dated the 26th day of January, 1976, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 101, folio 560.

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 Three Thousand Dollars (\$3,000.00) 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. Time being of the essence. 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 BR6b3 of the Maryland Rules of Procedure.

Charles E. Smith
Assignee of Mortgage
Telephone 301-827-7350

Joseph Jackson, Jr.
Auctioneer

G9710-31, 11-7, 14, 21

ORDER NISI ON SALE

CHARLES E. SMITH, Assignee

vs.

MARY BRINKLEY

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

Cause No. 6536

ORDERED, this 12th day of December, 1979, that the sale of the real property, made and reported in this cause by Charles E. Smith, Assignee, be ratified and confirmed, on or after the 14th day of January, 1980, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 7th day of January, 1980.

The report states the amount of sales to be \$11,000.00

Marguerite W. Mankin Clerk

Filed December 12, 1979

OFFICE OF

The Star-Democrat

Easton, Md.

RECEIVED
CLERK, CIRCUIT COURT
1980 JAN 18 PM 3:16
QUEEN ANNE'S COUNTY

This is to certify that the annexed

Order NISI on sale
in the case of

Charles E. Smith, Assignee

vs.

Mary Brinkley, Case No. 6536

I08

was published in THE STAR-DEMOCRAT, one of the newspapers printed and published in Talbot County, Queen Anne's each of three successive weeks beginning the 19th day of Dec. A.D. 19 79

THE EASTON PUBLISHING COMPANY

Publishers of THE STAR-DEMOCRAT

Per

Nancy S. Gregory

ORDER NISI
ON SALE
CHARLES E. SMITH,
Assignee
vs.
MARY BRINKLEY
In The
Circuit Court
for Queen Anne's
County

In Equity
Cause No. 6536

ORDERED, this 12th day of December, 1979, that the sale of the real property, made and reported in this cause by Charles E. Smith, Assignee, be ratified and confirmed, on or after the 14th day of January, 1980, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 7th day of January, 1980.

The report states the amount of sales to be \$11,000.00.

Marguerite W. Mankin
Clerk

True Copy, Test:
Marguerite W. Mankin,
Clerk


By: Betty M. Comegys
Deputy Clerk
Filed December 12, 1979

I0812-19,26-1-2

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ASSIGNEE	*	FOR
VS	*	QUEEN ANNE'S COUNTY
MARY BRINKLEY	*	IN EQUITY
MORTGAGOR	*	CHANCERY NO. 6536
	*	*
	*	*

FINAL ORDER OF RATIFICATION OF SALE

IT IS ORDERED, 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, 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 Charles E. Smith, Assignee, is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers therefor to the Auditor.

Dated: January 21, 1920. 
JUDGE

REC'D
 CLERK, CHANCERY
 1920 JAN 22 AM 11:09
 QUEEN ANNE'S COUNTY

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ASSIGNEE	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
MARY BRINKLEY	*	IN EQUITY
MORTGAGOR	*	NO. 6536

* * *

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, Assignee, wherein it appears that the proceeds of sale are insufficient to pay the expenses of the sale and the mortgage debt.

2. That in the within account, Charles E. Smith, Assignee 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 fee and expenses of your auditor, and the balance was distributed to the mortgagee.

Respectfully submitted,

J. Thomas Clark
 J. Thomas Clark
 Auditor

February 20, 1980

RECEIVED
 CLERK OF COURT
 1980 FEB 20 AM 11:15
 QUEEN ANNE'S COUNTY

CAUSE NO. 6536

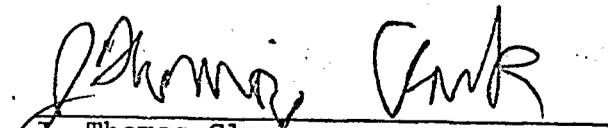
The proceeds of the sale of land reported in this cause, in account with Charles E. Smith, Assignee, of the mortgage foreclosed in these proceedings (and vendor of said land)

Cr.

By gross proceeds of the sale of said land, per report of
said vendor, to wit:----- \$11,000.00
Interest to date of purchase ----- 131.40
\$11,131.40

Dr.

To Charles E. Smith, Assignee
(and vendor), per terms of mortgage, to wit:
1-His commissions for making sale----\$700.00
2-His fee for his services----- 500.00 1,200.00
To do, for an amount paid Marguerite W. Mankin,
Clerk, for Court Costs, per
receipt exhibited, to wit:----- 144.00
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:----- 50.00
To do, for an amount paid Joseph Jackson,
Auctioneer, for crying said sale on
August 25, 1979, per rules of
Court, the sum of ----- 27.50
To do, for amount paid Star Democrat per its
receipts exhibited, to wit:
1-For publishing Notice of sale-----\$213.20
2-Order Nisi of Sale----- 46.80 260.00
To do, for amount paid U.S. Post Office
for certified mail, notice to
mortgagors, per its receipts
exhibited, to wit----- 1.40


J. Thomas Clark
Auditor

February 20, 1980

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 Queenstown Bank of Maryland for
balance of proceeds for
payment on mortgage indebtedness

9,393.50

\$11,131.40

February 20, 1980



J. Thomas Clark
Auditor

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ASSIGNEE	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
MARY BRINKLEY	*	IN EQUITY
MORTGAGOR	*	NO. 6536
	* * *	

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on February 20, 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:

Queenstown Bank of Maryland
Queenstown, Maryland 21658

Charles E. Smith
Assignee
Grasonville, MD 21638

Mary Brinkley
P.O. Box 156
Grasonville, MD 21638

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 February 20, 1980, with the Clerk of the Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before March 6 1980, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on March 7, 1980.

CLERK OF COURT
1980 FEB 20 AM 11:15
QUEEN ANNE'S COUNTY

Thomas Clark
Thomas Clark
Auditor

CHARLES E. SMITH, Assignee

vs.

MARY BRINKLEY

*
*
*
*
*
*

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
No. 6536

NISI RATIFICATION OF AUDIT

ORDERED this 20th day of February, 1980,
that the report and account filed in these proceedings by _____
J. Thomas Clark, Auditor, be ratified on or after the
7th day of March, 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. Rankin Clerk

Filed Feb. 20, 1980

CHARLES E. SMITH, Assignee

vs.

MARY BRINKLEY

* IN THE CIRCUIT COURT
* FOR QUEEN ANNE'S COUNTY
* IN EQUITY
* No. 6536
*
*
*

FINAL RATIFICATION OF AUDIT

ORDERED this 7th day of March, 1980,
by the Court that the account of the Auditor is finally ratified and
confirmed, and Charles E. Smith, 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 March 7, 1980

JAMES E. THOMPSON, JR.
ASSIGNEE FOR THE
PURPOSE OF COLLECTION
BY FORECLOSURE OR OTHERWISE
118 North Commerce Street
Centreville, Maryland 21617

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

VS.

MRS. CAROL A. BROWN
Route 313, Box 174 B
Millington, Maryland 21651

* EQUITY NO. 6556

* * * * *

*NOV 23-79 * 25800 *****50 00
NOV 23-79 A 25800 *****50 00

ORDER TO DOCKET SUIT

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

MADAM CLERK:

Please docket suit for the foreclosure of a mortgage from Carol A. Brown, Mortgagor, to The Sudlersville Bank of Maryland, Mortgagee, which said mortgage is dated March 26, 1979, recorded April 2, 1979, in Liber M.W.M. No. 148, folio 389, a Land Record Book for Queen Anne's County, Maryland, and which was by short assignment placed thereon duly assigned unto James E. Thompson, Jr. for the purpose of collection by foreclosure or otherwise on November 15, 1979, default having occurred in the terms and provisions of the said mortgage by non-payment of the principal indebtedness and accrued interest and failure to keep the property insured. You will please file in said cause a certified copy of the aforesaid mortgage and the short assignment endorsed thereon and mark the same "Assignee's Exhibit No. 1".

RECEIVED
CLERK, CIRCUIT COURT
1979 NOV 23 PM 3:57
QUEEN ANNE'S COUNTY

James E. Thompson, Jr.
James E. Thompson, Jr.
Assignee for the Purpose of
Collection by Foreclosure or
Otherwise
118 North Commerce Street
Centreville, Maryland 21617
Telephone No.: 758-0877

JAMES E. THOMPSON, JR.
 ASSIGNEE FOR THE
 PURPOSE OF COLLECTION
 BY FORECLOSURE OR OTHERWISE
 118 North Commerce Street
 Centreville, Maryland 21617

VS.

MRS. CAROL A. BROWN
 Route 313, Box 174 B
 Millington, Maryland 21651

* IN THE
 * CIRCUIT COURT
 * FOR
 * QUEEN ANNE'S COUNTY
 *
 * EQUITY NO. 6556

* * * * *

STATEMENT OF MORTGAGE DEBT

Unpaid balance of principal.	\$ 4,947.74
6 Late charges @ \$3.80 each.	22.80
Interest to November 15, 1979.	273.78
Insurance premium advanced	116.00
Counsel fee provided in mortgage	100.00
Notary Public.	<u>2.00</u>
 Total due on Mortgage.	 \$ 5,462.32

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

I HEREBY CERTIFY, that on this ~~26~~ day of November, 1979, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JAMES E. THOMPSON, JR., Assignee for the Purpose of Collection by Foreclosure or Otherwise, and made oath in due form of law that the foregoing is a true statement of the mortgage debt due from Carol A. Brown, as Mortgagor, under the aforesaid mortgage mentioned and described in the said statement to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

James E. Thompson
 Notary Public
 My Commission Expires: July 1, 1982

CLERK

1979 NOV 23 PM 3:57

QUEEN ANNE'S COUNTY



BOND

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

Equity 6556

KNOW ALL MEN BY THESE PRESENTS THAT WE, JAMES E. THOMPSON, JR., of Queen Anne's County, State of Maryland, and the Hartford Accident and Indemnity Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, to the full and just sum of SIX THOUSAND DOLLARS (\$6,000.00), current money of the United States of America, to be paid to the State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, personal representatives, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 26th day of November, 1979.

WHEREAS, the above bounded principal, by virtue of the power contained in the mortgage from CAROL A. BROWN to THE SUDLERSVILLE BANK OF MARYLAND dated March 26, 1979, recorded April 2, 1979, in Liber M.W.M. No. 148, folio 389, a Land Record Book for Queen Anne's County, Maryland, and assigned to the principal for collection, and he is about to sell the land and premises in said mortgage, default having been made in the payment of the money as specified and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden JAMES E. THOMPSON, JR., ASSIGNEE, as aforesaid, does and shall well, truly and faithfully perform the trusts reposed in him under the mortgage as aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and effect.

IN TESTIMONY WHEREOF, the above bounden JAMES E. THOMPSON, JR. has hereunto set his hand and seal, and the said body corporate has caused these presents to be duly signed by its attorney in fact, the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

James E. Thompson, Jr. (SEAL)
JAMES E. THOMPSON, JR.
ASSIGNEE

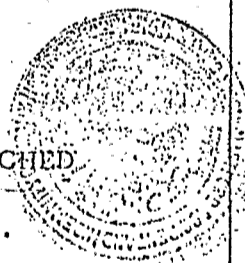
HARTFORD ACCIDENT AND INDEMNITY COMPANY

ATTEST:

Jessie J. Edwards (SEAL)
WILLIAM M. FREESTATE
ATTORNEY IN FACT

RECORDED
1979 NOV 26 PM 4:12
QUEEN ANNE'S COUNTY

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

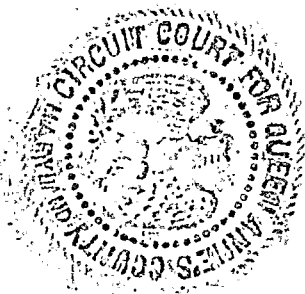


JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
SUDLERSVILLE, MD 21617
750-0877

RECORDED AND INDEXED ON: 11/26/79
FILED: 11/26/79
SUDLERSVILLE, MD

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from
Liber C. W. C. No. 2, folio 363, a Bond Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe
my name and affix the Seal of the Circuit
Court for Queen Anne's County, this 30th
day of November, 1979.

Marguerite W. Manekin

Clerk of the Circuit Court for Queen Anne's
County

1 12 1979

JAMES E. THOMPSON, JR.
ASSIGNEE FOR THE
PURPOSE OF COLLECTION
BY FORECLOSURE OR OTHERWISE
118 North Commerce Street
Centreville, Maryland 21617

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

v.

MRS. CAROL A. BROWN
Route 313, Box 174 B
Millington, Maryland 21651

* EQUITY NO. 6556

* * * * *

REPORT OF SALE

CLERK
1979 OCT 21 PM 2:10
QUEEN ANNE'S COUNTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of real estate made in this cause by James E. Thompson, Jr., Assignee for the Purpose of Collection by Foreclosure or Otherwise, unto your Honors respectfully sets forth:

That default having occurred in the terms of a Mortgage from Carol A. Brown to The Sudlersville Bank of Maryland, dated March 26, 1979, recorded April 2, 1979, in Liber M.W.M. No. 148, folio 389, by non-payment of principal and interest and failure to keep the property insured, said Mortgage was duly assigned unto James E. Thompson, Jr. for the purpose of collection by foreclosure or otherwise. The undersigned Assignee, after docketing suit for foreclosure and advertising the mortgaged real estate for sale in the Queen Anne's Record Observer, a newspaper published in Queen Anne's County, Maryland, once in each of four successive weeks before Thursday, December 20, 1979, in accordance with the Certificate of Advertisement attached hereto as a part hereof, and after filing in this cause his bond to the State of Maryland with corporate surety approved by the Clerk of this Honorable Court, and after notice to the Mortgagor pursuant to Rule W74 2(c), did attend in front of the Courthouse, Centreville, Queen Anne's County, State of Maryland, on Thursday, December 20, 1979, at 1:30 P.M. (EST), and after reading the attached advertisement and having the auctioneer cry the sale for a considerable length of time, did sell said real estate unto Charles P. Roe through William M. D. Roe, his agent, Sudlersville, State of Maryland 21668, at and for the sum of TEN THOUSAND DOLLARS (\$10,000.00), said real estate

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

756-0677

being described as follows, to wit:

ALL that lot or parcel of land situate, lying and being in the Seventh Election District of Queen Anne's County, Maryland, which is more particularly described as follows, to wit:

BEGINNING for the same at an iron pipe set at the intersection of the division line between the lands of Wilbur Brinsfield (see ASG Jr. No. 8, folio 66, the lands of Amanda May Adkins, of which this description is a part, and the westernmost right of way line of Maryland Route 313, 60 feet wide at this point, thence, leaving said beginning point so fixed; and leaving the afore-said right of way, and binding on the aforementioned division line between the Brinsfield lands and the herein described lands, the following courses and distances: South $09^{\circ} 51' 09''$ West 242.71 feet to a stone found and North $31^{\circ} 35' 50''$ West 340.25 feet to an iron pipe set; thence, leaving said Brinsfield lands and running for new lines of division through the lands of Amanda M. Adkins (see CWC No. 63, folio 720), North $53^{\circ} 24' 05''$ East 199.17 feet to an iron pipe set in the aforementioned right of way line; thence with said right of way, South $19^{\circ} 28' 20''$ East 179.70 feet to the place of beginning, containing in all 1.020 acres of land, more or less, as surveyed by J. R. McCrone, Jr., Inc., Registered Engineers and Land Surveyors in May of 1974.

BEING the lot or parcel of land granted and conveyed unto Carol A. Brown by Sylvia Anne Clothier by Deed dated November 15, 1978, recorded November 16, 1978, in Liber C.W.C. No. 143, folio 337, a Land Record Book for Queen Anne's County, Maryland.

The purchaser has given a certified check to your Assignee in the amount of THREE THOUSAND DOLLARS (\$3,000.00) as down payment and it is believed that the purchaser will comply with the other terms of sale upon ratification of the sale by this Court.

The report states the amount of said sale to be TEN THOUSAND DOLLARS (\$10,000.00) and your Assignee believes said price is the best price obtainable for said property.

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

756-0877

Respectfully submitted

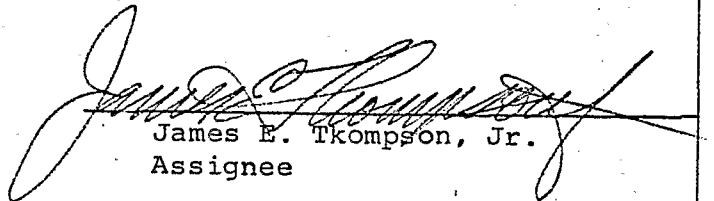

James E. Thompson, Jr.

Assignee for the Purpose of Collection

LIBER 12 113

[12-114]

I HEREBY CERTIFY under the penalty of perjury, that the matters and facts set forth in the foregoing REPORT OF SALE are true and correct to the best of my knowledge, information, and belief; that the sale was fairly made and the price of \$10,000.00 the best obtainable.


James E. Thompson, Jr.
Assignee

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

Centreville, Md. Dec 21 1979

We Hereby Certify

That the annexed advertisement of
Assignee's Sale

was published in the RECORD
OBSERVER, a newspaper published
in Queen Anne's County, Maryland, once
in each of 4 successive weeks before
the 20 day of Dec 19 79

And that the first insertion of said ad-
vertisement in the said RECORD
OBSERVER was on the 28th day of
November 19 79, and the last
insertion on the 19th day of

December 19 79

Publishers, Record Observer

Per

Dale VanBant

James E. Thompson, Jr.
Attorney at Law
118 N. Commerce Street
Centreville, Maryland

Assignee's Sale of Valuable Residential Property

The undersigned Assignee for purpose of collection by foreclosure or otherwise under and by virtue of assignment of a mortgage from Carol A. Brown to The Sudlersville Bank of Maryland dated March 25, 1979, recorded April 2, 1979, in Liber M.W.M. No. 143, folio 369, a Land Record Book for Queen Anne's County, to the highest bidder in front of the Courthouse, Centreville, Queen Anne's County, Maryland, on

Thursday, Dec. 20, 1979
at 1:30 p.m.

the following described property, to wit:

ALL that lot or parcel of land situate, lying and being in the Seventh Election District of Queen Anne's County, Maryland, which is more particularly described as follows, to wit:

BEGINNING for the same at an iron pipe set at the intersection of the division line between the lands of Wilbur Brinsfield (see ASG, Jr. No. 8, folio 65), the lands of Amanda May Adkins, of which this description is a part, and the westernmost right of way line of Maryland Route 313, 60 feet wide at this point, thence, leaving said beginning point so fixed; and leaving the aforesaid right of way, and binding on the aforementioned division line between the Brinsfield lands and the herein described lands, the following courses and distances: South 09 degrees 51 min. 09 sec. West 242.71 feet to a stone found and North 31 degrees 35 min. 50 sec. West 340.25 feet to an iron pipe set; thence, leaving said Brinsfield lands and running for new lines of division through the lands of Amanda M. Adkins (see CWC No. 63, folio 720), North 53 degrees 24 min. 05 sec. East 199.17 feet to an iron pipe set in the aforementioned right of way line; thence with said right of way, South 19 degrees 28 min. 20 sec. East 179.70 feet to the place of beginning, containing in all 1.020 acres of land, more or less, as surveyed by J.R. McCrone, Jr., Inc., Registered Engineers and Land Surveyors in May of 1974.

BEING the lot or parcel of land granted and conveyed unto Carol A. Brown by Sylvia Anne Clothier by Deed dated November 15, 1978, recorded November 16, 1978, in Liber C.W.C. No. 143, folio 337, a Land Record Book for Queen Anne's County, Maryland.

The above described property is improved by a one(1) story pre-engineered dwelling house, twenty-four (24) feet by fifty-four (54) feet, with aluminum siding, containing five (5) rooms and two (2) baths, hot water heat.

TERMS OF SALE:

\$3,000.00 of the purchase money in cash or by certified check on the day of the sale. The balance thereof in cash upon final ratification of the sale by the Circuit Court of Queen Anne's County or all cash on the day of sale at the option of the purchaser. The credit payments to bear interest at 10 percent per annum from the ratification of said sale and to be secured to the satisfaction of the Assignee. Final settlement within thirty (30) days of ratification of the sale by the Circuit Court of Queen Anne's County.

Taxes and other public charges will be adjusted to the day of sale. All title papers, revenue stamps, transfer taxes, preparation of deed and all other costs of transfer to be at the purchaser(s) expense.

Possession will be given upon final ratification of the sale and payment of the purchase price in full.

James E. Thompson, Jr.

Assignee

Auctioneer
Joseph Jackson, Jr.

RO11-28-41

James E. Thompson, Jr.
Attorney at Law
118 N. Commerce Street
Centreville, Maryland

Assignee's Sale of Valuable Residential Property

The undersigned Assignee for purpose of collection by foreclosure or otherwise under and by virtue of assignment of a mortgage from Carol A. Brown to The Sudlersville Bank of Maryland dated March 26, 1979, recorded April 2, 1979, in Liber M.W.M. No. 143, folio 389, a Land Record Book for Queen Anne's County, to the highest bidder in front of the Courthouse, Centreville, Queen Anne's County, Maryland, on

Thursday, Dec. 20, 1979
at 1:30 p.m.

the following described property, to wit:

ALL that lot or parcel of land situate, lying and being in the Seventh Election District of Queen Anne's County, Maryland, which is more particularly described as follows, to wit:

BEGINNING for the same at an iron pipe set at the intersection of the division line between the lands of Wilbur Brinsfield (see ASG, Jr. No. 8, folio 66), the lands of Amanda May Adkins, of which this description is a part, and the westernmost right of way line of Maryland Route 313, 60 feet wide at this point; thence, leaving said beginning point so fixed; and leaving the aforesaid right of way, and binding on the aforementioned division line between the Brinsfield lands and the herein described lands, the following courses and distances: South 09 degrees 51 min. 09 sec. West 242.71 feet to a stone found and North 31 degrees 35 min. 50 sec. West 340.25 feet to an iron pipe set; thence, leaving said Brinsfield lands and running for new lines of division through the lands of Amanda M. Adkins (see CWC No. 63, folio 720), North 53 degrees 24 min. 05 sec. East 199.17 feet to an iron pipe set in the aforementioned right of way line; thence with said right of way, South 19 degrees 28 min. 20 sec. East 179.70 feet to the place of beginning, containing in all 1.020 acres of land, more or less, as surveyed by J.R. McCrone, Jr., Inc., Registered Engineers and Land Surveyors in May of 1974.

BEING the lot or parcel of land granted and conveyed unto Carol A. Brown by Sylvia Anne Clothier by Deed dated November 15, 1978, recorded November 16, 1978, in Liber C.W.C. No. 143, folio 337, a Land Record Book for Queen Anne's County, Maryland.

The above described property is improved by a one(1) story pre-engineered dwelling house, twenty-four (24) feet by fifty-four (54) feet, with aluminum siding, containing five (5) rooms and two (2) baths, hot water heat.

TERMS OF SALE:

\$3,000.00 of the purchase money in cash or by certified check on the day of the sale. The balance thereof in cash upon final ratification of the sale by the Circuit Court of Queen Anne's County or all cash on the day of sale at the option of the purchaser. The credit payments to bear interest at 10 percent per annum from the ratification of said sale and to be secured to the satisfaction of the Assignee. Final settlement within thirty (30) days of ratification of the sale by the Circuit Court of Queen Anne's County.

Taxes and other public charges will be adjusted to the day of sale. All title papers, revenue stamps, transfer taxes, preparation of deed and all other costs of transfer to be at the purchaser(s) expense.

Possession will be given upon final ratification of the sale and payment of the purchase price in full.

James E. Thompson, Jr.
Assignee

Auctioneer
Joseph Jackson, Jr.

RO11-23-4t

MEMORANDUM OF SALE

I HEREBY CERTIFY, that on this 20th day of December, 1979, the undersigned Auctioneer did attend in front of the Court House, in Centreville, Queen Anne's County, Maryland, at the hour of 1:30 P.M., and after the notice of the sale and terms thereof were announced by James E. Thompson, Jr., Assignee, the premises described in the attached advertisement was offered for sale and I did sell the same unto

Charles P. Roe thru W.M.D. Roe,
P. Roe, agent

being then and there the highest bidder therefor at and for the sum of \$10,000.00

Joseph Jackson, Jr.
Auctioneer

RECEIPT

RECEIVED OF W.M.D. Roe
agent for Charles P. Roe
this 20th day of December, 1979, the sum of \$3,000.00
by Cash

representing deposit on the purchase price of the hereinabove mentioned property.

James E. Thompson, Jr.
James E. Thompson, Jr.
Assignee

ACKNOWLEDGEMENT

THE undersigned purchaser of the hereinabove mentioned property, do hereby acknowledge the foregoing Memorandum of Sale and Receipt to be true and correct and do acknowledge receipt of a completed copy of the same.

W.M.D. Roe, agent,
for Charles P. Roe

JAMES E. THOMPSON, JR.
ASSIGNEE FOR THE
PURPOSE OF COLLECTION
BY FORECLOSURE OR OTHERWISE
118 North Commerce Street
Centreville, Maryland 21617

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY

VS.

MRS. CAROL A. BROWN
Route 313, Box 174 B
Millington, Maryland 21651

EQUITY NO. 6556

* * * * *

AFFIDAVIT BY PURCHASERS

STATE OF MARYLAND)

TO WIT:

QUEEN ANNE'S COUNTY)

I HEREBY CERTIFY, that on this 20th day of December,
1979, before me, the subscriber, a Notary Public of the State and
County aforesaid, personally appeared William M. D. Roe
and made oath in due form of law as follows:

Charles P. Roe

THAT William M. D. Roe is ~~not~~ acting as Agent for ~~purchase~~
in purchasing the real estate sold in this cause;

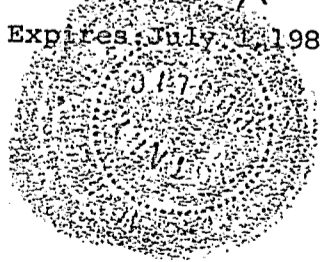
THAT no other person ~~except Charles P. Roe~~ is interested in
said sale as Principals;

William M. D. Roe and

THAT Charles P. Roe did not directly or indirectly dis-
courage anyone from bidding for the said property.

AS WITNESS my hand and Notarial Seal.

Charles P. Roe
Notary Public
My Commission Expires: July 1, 1982



JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
756-0877

[12 # 113]

JAMES E. THOMPSON, JR.
ASSIGNEE FOR THE
PURPOSE OF COLLECTION
BY FORECLOSURE OR OTHERWISE
118 North Commerce Street
Centreville, Maryland 21617

* IN THE CIRCUIT COURT

*
* FOR

* QUEEN ANNE'S COUNTY, MARYLAND

v.

MRS. CAROL A. BROWN
Route 313, Box 174 B
Millington, Maryland 21651

* EQUITY NO. 6556

* * * * *

AFFIDAVIT
RULE W 74 2(c)

STATE OF MARYLAND)

) TO WIT:

QUEEN ANNE'S COUNTY)

CLERK OF CIRCUIT COURT
1979 DEC 21 PM 1:10
QUEEN ANNE'S COUNTY

I HEREBY CERTIFY, that on this 21st day of December, 1979,
before me, the subscriber, a Notary Public of the State and County aforesaid,
personally appeared JAMES E. THOMPSON, JR., Assignee for the Purpose of
by Foreclosure
Collection/or Otherwise, and made oath in due form of law that he served
the notice of the time, place and terms of sale upon the Mortgagor, CAROL A.
BROWN, by certified mail not more than twenty (20) days or less than five (5)
days before the day of sale, as witness the attached copy of said notice and
the certificate for certified mail. Because affiant had previously been
advised the Mortgagor did not always pick up her mail promptly he caused her
to be telephoned by his secretary, JEAN G. ANTHONY, for the purpose of
advising Mortgagor of the mailing of said letter. To date neither the
letter nor the return receipt has been received by affiant.

WITNESS my hand and Notarial Seal.

Jean G. Anthony

Notary Public

My Commission Expires: July 1, 1982



JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
756-0877

O I C M I

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
758-0877 AREA CODE 301

Mrs. Carol A. Brown
Route 313, Box 174 B
Millington, Maryland 21651

Dear Mrs. Brown:

You are hereby notified that The Sudlersville Bank of Maryland has assigned your mortgage to me for collection by foreclosure or otherwise. Foreclosure proceedings have been commenced in the Circuit Court for Queen Anne's County. I enclose herewith for your information a copy of the advertisement which will appear in the Queen Anne's County newspapers giving the time, place and terms of sale.

In short, the property will be sold in front of the Courthouse, Centreville, Queen Anne's County, Maryland, on Thursday, December 20, 1979, at 10:00 a.m. The terms of sale are as follows:

"\$3,000.00 of the purchase money in cash or by certified check on the day of sale. The balance thereof in cash upon final ratification of the sale by the Circuit Court of Queen Anne's County, or all cash on the day of sale at the option of the purchaser. The credit payments to bear interest at 10% per annum from the ratification of said sale and to be secured to the satisfaction of the Assignee. Final settlement within thirty (30) days of ratification of the sale by the Circuit Court of Queen Anne's County."

Taxes and other public charges will be adjusted to the day of sale. All title papers, revenue stamps, transfer taxes, preparation of deed and all other costs of transfer to be at the purchaser(s) expense.

Possession will be given upon final ratification of the sale and payment of the purchase price in full

Very truly yours,

James E. Thompson, Jr.
James E. Thompson, Jr.

No. 819966
RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL
(See Reverse)

Carol A. Brown	
STREET AND NO. Route 313, Box 174 B	
P.O., STATE AND ZIP CODE Millington, Maryland 21651	
POSTAGE \$.75	
CONSULT POSTMASTER FOR FEES	CERTIFIED FEE .80 c
	SPECIAL DELIVERY c
	RESTRICTED DELIVERY .80 c
	OPTIONAL SERVICES
	RETURN RECEIPT SERVICE
	SHOW TO WHOM AND DATE DELIVERED .45 c
	SHOW TO WHOM, DATE, AND ADDRESS OF DELIVERY c
	SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY c
	SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY c
TOTAL POSTAGE AND FEES \$ 2.20	
PS Form 3800, Apr. 1976	POSTMARK DATE DEC 3 1979 CENTREVILLE MD U.S.

Mailed 12/3/79

ORDER NISI ON SALE

JAMES E. THOMPSON, JR., Assignee

vs.

MRS. CAROL A. BROWN

In the Circuit Court
for Queen Anne's County

In Equity

Cause No. 6556

ORDERED, this 21st day of December, 1979, that the sale of the real property, made and reported in this cause by James E. Thompson, Jr., Assignee, be ratified and confirmed, on or after the 24th day of January, 1980, 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 January, 1980.

The report states the amount of sales to be \$ 10,000.00.

Marguerite H. Munkin Clerk

Filed December 21, 1979

Centreville, Md. Jan 29 1980

We Hereby Certify

That the annexed advertisement of
ORDER NISI ON SALE
was published in the RECORD
OBSERVER, a newspaper published
in Queen Anne's County, Maryland, once
in each of 3 successive weeks before
the 17th day of January 1980.
And that the first insertion of said ad-
vertisement in the said RECORD
OBSERVER was on the 2nd day of
January 1980, and the last
insertion on the 16th day of
January 1980.

Publishers, Record Observer

Per. Dale VanZant

ORDER NISI ON SALE
JAMES E. THOMPSON,
JR. ASSIGNEE

vs.

MRS. CAROL A. BROWN
IN THE CIRCUIT COURT
FOR QUEEN ANNE'S
COUNTY

IN EQUITY

CAUSE NO. 6556

ORDERED, this 21st day
of December, 1979, that the
sale of the real property,
made and reported in this
cause by James E.
Thompson, Jr., Assignee,
be ratified and confirmed,
on or after the 24th day of
January, 1980, 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
January, 1980.

The report states the
amount of sales to be
\$10,000.00.

Marguerite W. Mankin

Clerk
TRUE COPY, TEST:
Marguerite W. Mankin,
Clerk

By: Betty M. Comegys

Deputy Clerk

Filed December 21, 1979

RO1-2-3t

CLERK, CIRCUIT COURT

1980 JAN 29 PM 2:03

QUEEN ANNE'S COUNTY

This Mortgage, made this 26th day of March, 1979 by and between CAROL A. BROWN, party of the first part, hereinafter referred to as "MORTGAGOR"; and THE SUDLERSVILLE BANK OF MARYLAND, party of the second part, hereinafter referred to as "MORTGAGEE".

WHEREAS, the Mortgagor is justly indebted unto the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith in the principal sum of FIVE THOUSAND DOLLARS (\$5,000.00) payable, with interest thereon from the date hereof, at the rate of TWELVE PER CENTUM (12%) per annum on the unpaid principal until paid, at the designated office of the holder, in the following manner: The aforesaid principal indebtedness and the interest to accrue thereon shall be payable ON DEMAND. Until such time as demand shall be made therefor, the Mortgagor shall have the right to prepay said principal indebtedness in whole or in part at any time without premium or penalty, with interest to cease on the principal indebtedness so prepaid; provided, however, that all prepayments of principal shall be accompanied by the payment of all interest accruing to the date of such prepayment; and

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

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

ALL that lot or parcel of land situate, lying and being in the Seventh Election District of Queen Anne's County, Maryland, which is more particularly described as follows, to wit:

BEGINNING for the same at an iron pipe set at the intersection of the division line between the lands of Wilbur Brinsfield (see ASG, Jr. No. 8, folio 66), the lands of Amanda May Adkins, of which this description is a part, and the westernmost right of way line of Maryland Route 313, 60 feet wide at this point, thence, leaving said beginning point so fixed; and leaving the aforesaid right of way, and binding on the aforementioned division line between the Brinsfield lands and the herein described lands, the following courses and distances: South 09° 51' 09" West 242.71 feet to a stone found and North 31° 35' 50" West 340.25 feet to an iron pipe set; thence, leaving said Brinsfield lands and running for new lines of division through the lands of Amanda M. Adkins (see CWC No. 63, folio 720), North 53° 24' 05" East 199.17 feet to an iron pipe set in the aforementioned right of way line; thence with said right of way, South 19° 28' 20" East 179.70 feet to the place of beginning, Containing in all 1.020 acres of land, more or less, as surveyed by J. R. McCrone, Jr., Inc., Registered Engineers and Land Surveyors in May of 1974.

BEING the lot or parcel of land granted and conveyed unto Carol A. Brown by Sylvia Anne Clothier by Deed dated November 15, 1978, recorded November 16, 1978, in Liber C.W.C. No. 143, folio 337, a Land Record Book for Queen Anne's County, Maryland.

RECORDED
CLERK, CIRCUIT COURT

1979 APR -2 AM 11:26

QUEEN ANNE'S COUNTY

APR -2-79 * 26625 *****24.50

APR -2-79 A 26625 *****16.50

APR -2-79 A 26624 *****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) 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, (8) 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 James E. Thompson, 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, (9) 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, (10) 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]
.....
.....
.....
.....

Carol A. Brown (SEAL)
CAROL A. BROWN
..... (SEAL)
..... (SEAL)
..... (SEAL)

"STATE OF MARYLAND
COUNTY OF QUEEN ANNE'S

On this, the 26th day of March, 19 79, before me,

W.M.D. Rose *notary public*, the undersigned officer, personally appeared

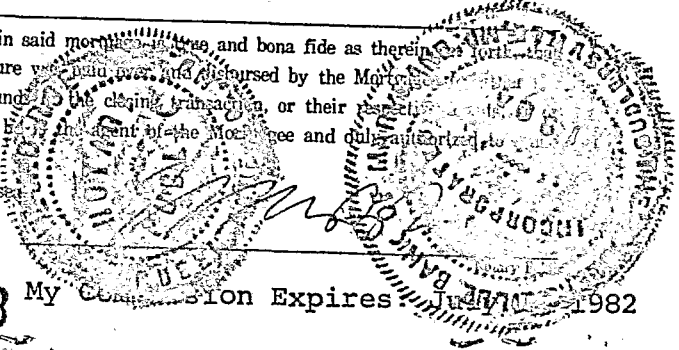
Carol A. Brown known to me to be the person(s) whose name(s) is/are subscribed

to the within instrument and acknowledged that she executed the same for the

purposes therein contained; and at the same time appeared _____ and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein stated and that the amount of the loan which said mortgage has been given to secure _____ and bona fide as therein stated and that the Mortgagor(s) or the person(s) responsible for the disbursement of funds to the closing transaction, or their respective agents, are the persons named in the mortgage and duly authorized to execute this affidavit before the final and complete execution of this mortgage; and that _____

IN WITNESS WHEREOF, I bereunto set my hand and official seal

*Insert the name of the officer who takes the acknowledgment.



No. _____
CLERK RECEIVED FOR RECORD

1979 NOV 23 PM 3:56

QUEEN ANNE'S COUNTY

Assignment

NOV 23-79 * 25799 *****5 00
NOV 23-79 A #25799 *****5 00

OF MORTGAGE FROM Carol A. Brown

TO The Sudlersville Bank of Maryland

AS RECORDED IN

LIBER MM NO. 148 FOLIO 389

MAIL TO James E. Thompson, Jr., Esquire, Centreville, MD 21617

*Recorded
MM 157 pg 617*

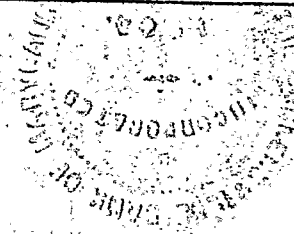
The within and foregoing mortgage is ASSIGNED to James Elmer Thompson, Jr., Esq., for collection by foreclosure or otherwise this 15th day of November 1979.

ATTEST:

THE SUDLERSVILLE BANK OF MARYLAND

Spencer W. Everett
Spencer W. Everett
Cashier

William M. D. Roe
William M. D. Roe
President



JAMES E. THOMPSON, JR.
ASSIGNEE FOR THE
PURPOSE OF COLLECTION
BY FORECLOSURE OR OTHERWISE
118 North Commerce Street
Centreville, Maryland 21617

v.

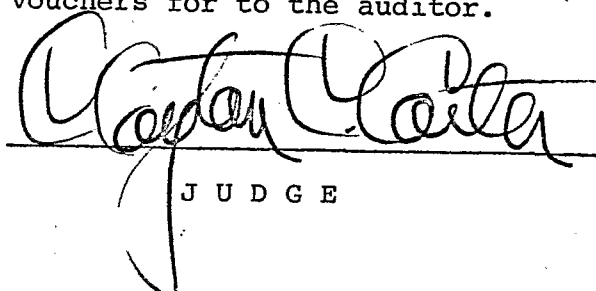
MRS. CAROL A. BROWN
Route 313, Box 174 B
Millington, Maryland 21651

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

* EQUITY NO. 6556

FINAL ORDER OF RATIFICATION

IT IS THIS 31st day of January, 1980, by the
Circuit Court for Queen Anne's County, in Equity, ORDERED, that
the sale of real estate made and reported in this cause by James
E. Thompson, Jr., Assignee for the Purpose of Collection of
Foreclosure or Otherwise, 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 re-
quired by the preceding Order Nisi and the Assignee making said
sale is allowed the usual commissions and such expenses not
personal as he shall produce vouchers for to the auditor.


J U D G E

CLERK OF COURT
1980 JAN 31 AM 11:45
QUEEN ANNE'S COUNTY

JAMES E. THOMPSON, JR.,
Assignee

IN THE CIRCUIT COURT FOR

vs.

QUEEN ANNE'S COUNTY

CAROL A. BROWN

IN EQUITY

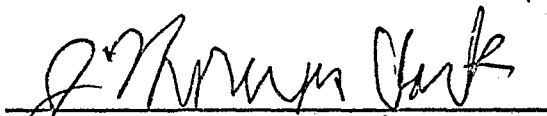
No. 6556

TO THE HONORABLE, THE JUDGE OF SAID COURT:

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

1. That this account is stated at the request of James E. Thompson, Jr., Assignee, wherein it appears that the proceeds of sale are sufficient to pay the expenses of the sale and the mortgage debt.

2. That in the within account, James E. Thompson, Jr., Assignee and vendor, is charged with the proceeds of sale made by him and he is allowed thereafter his fee for his services per terms of mortgage, his commissions for making sale, the several court costs, the bond premium, the several advertising costs, the Auctioneer's fee for crying said sale, the prorata share of real estate taxes, the fees for certified mail, the fees of the Notary Public, the fee and expenses of your Auditor, the amount due on the principal indebtedness, plus interest, late charges and insurance premiums advanced, and the balance was directed to be paid to the Mortgagor.



J. Thomas Clark, Auditor

February 20, 1980

CLERK OF THE COURT
1980 FEB 20 AM 11:14
QUEEN ANNE'S COUNTY

CAUSE NO. 6556

The sale of land reported in this cause by James E. Thompson, Jr., Assignee and vendor, to sell and convey the land in this suit.

Dr.

1979
Dec. 20 By proceeds of sale of land, per report of said Assignee-----\$10,000.00

Cr.

To James E. Thompson, Jr., for counsel fee per mortgage	\$ 100.00
To James E. Thompson, Jr., his commissions for making said sale	650.00
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 assignment	5.00
To do., for amounts paid Marguerite W. Mankin, Clerk, for: 1-Appearance fee-----\$ 10.00 2-Clerk's additional----- <u>67.00</u>	77.00
To do., for an amount paid W. M. Freestate & Son, Inc., for the bond premium	24.00
To do., for amounts paid Queen Anne's Record-Observer, for: 1-Advertising sale-----\$200.00 2-Order Nisi on Sale----- <u>33.00</u>	233.00
To do., for an amount paid Joseph A. Jackson, Jr., Auctioneer, for crying said sale	25.00
To do., for an amount paid William H. Tolson, Treasurer, for pro rata share of real estate taxes	128.28
To do., for an amount due James E. Thompson, Jr., for certified mail	2.05
To do., for an amount due Jean G. Anthony, Jr., for Notary Public fees	2.00

February 20, 1980

LIBER

12 PAGE 127

J. Thomas Clark
J. Thomas Clark, Auditor

To J. Thomas Clark, Auditor,
for:

1-Stating this account-----	\$45.00	
2-Notifying parties-----	<u>10.00</u>	\$ 55.00


To Sudlersville Bank of Maryland
for total payment on principal
in the sum of \$4,947.74, plus
interest, late charges and
insurance premium advanced, in
the sum of \$569.33, making a
total of

5,517.07

To Carol A. Brown, the balance or
the sum of

<u>3,131.60</u>	
\$10,000.00	<u>\$10,000.00</u>

February 20, 1980


Thomas Clark, Auditor

JAMES E. THOMPSON, JR.
Assignee

IN THE CIRCUIT COURT FOR

vs.

QUEEN ANNE'S COUNTY

CAROL A. BROWN

IN EQUITY

No. 6556

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

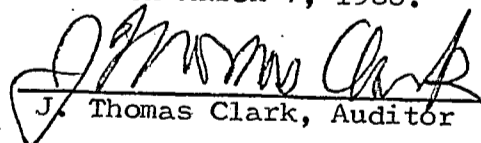
The undersigned Court Auditor hereby certifies that on February 20, 1980, the date the audit in the above entitled cause was filed in this Court, that he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

The Sudlersville Bank of Maryland
Sudlersville, Maryland 21668

James E. Thompson, Jr.
118 North Commerce Street
Centreville, Maryland 21617

Carol A. Brown
Route 313, Box 174 B
Millington, Maryland 21651

Pursuant to Rule 595, Sec. G, Maryland Rules of Procedure, notify each of them that said account was filed on February 20, 1980, with the Clerk of the Circuit Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before March 6, 1980, and if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on March 7, 1980.


J. Thomas Clark, Auditor

February 20, 1980

RECEIVED
CLERK, CIRCUIT COURT
1980 FEB 20 AM 11:14
QUEEN ANNE'S COUNTY

JAMES E. THOMPSON, JR., Assignee

vs.

CAROL A. BROWN

*
*
*
*
*
*
*

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
No. 6556

NISI RATIFICATION OF AUDIT

ORDERED this 20th day of February, 1980,
that the report and account filed in these proceedings by _____
J. Thomas Clark, Auditor, be ratified on or after the
7th day of March, 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 St. Martin Clerk

Filed Feb. 20, 1980

JAMES E. THOMPSON, JR., Assignee

vs.

CAROL A. BROWN

* IN THE CIRCUIT COURT
* FOR QUEEN ANNE'S COUNTY
* IN EQUITY
* No. 6556
*
*
*

FINAL RATIFICATION OF AUDIT

ORDERED this 7th day of March, 19 80,
by the Court that the account of the Auditor is finally ratified and
confirmed, and James E. Thompson, Jr., Assignee ~~XXXXXX~~,
is directed to apply the proceeds accordingly, with a due proportion of
interest as the same has been or may be received.

Marguerite H. Manbin Clerk

Filed March 7, 1980

VACHEL A. DOWNES, JR.
Attorney Named In Mortgage
115 Lawyers Row
Centreville, Maryland 21617

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY

vs.

BOBBY JOE HARRISON
MINNIE M. HARRISON
Sudlersville, Maryland 21668

RECEIVED
CLERK, CIRCUIT COURT
1979 SEP 14 PM 3:42
IN ANNE'S COUNTY

IN EQUITY
NO. 6505

ORDER TO DOCKET SUIT

TO: MARGUERITE W. MANKIN, CLERK:

SEP 14-79 * 23145 *****50 00
SEP 14-79 A 23145 *****50 00

Madam Clerk: You will please docket suit as per the above titling for foreclosure of a purchase money mortgage from Bobby Joe Harrison and Minnie M. Harrison, to Paul W. Phillips and Blanch H. Harrison, dated October 25, 1976, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 111 folio 25, default having occurred in the terms thereof by reason of non-payment of principal and interest payable under the terms of said mortgage after demand therefor was made; and you will file here-with 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

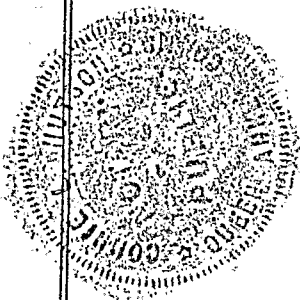
STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S, to wit:

I HEREBY CERTIFY, that on this 14th day of September, 1979, 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 Bobby Joe Harrison and Minnie M. Harrison, are not now in the military service of the United States of America as defined by the Soldier's and Sailor's Civil Relief Act of 1940, with amendments thereto, or Chapter 710 of the Laws of Maryland of 1941, nor have they been in such military service within three months prior herto.

AS WITNESS my hand and Notarial Seal.

Connie R. Hutson
NOTARY PUBLIC

My Commission Expires: 7-1-1982



Document No. 555 54 1

THIS MORTGAGE, made this 25 day of October, 1976, by and between ROBERT JOE HARRISON and MINNIE M. HARRISON, wife of the first part, hereinafter referred to as MORTGAGOR, and PAUL W. PHILLIPS and BLANCHE H. PHILLIPS, wife of the second part, hereinafter referred to as MORTGAGEE.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith, in the principal sum of FOURTEEN THOUSAND DOLLARS (\$ 14,000.00) 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 aforesaid principal indebtedness and the interest to accrue thereon is payable in 240 equal consecutive monthly installments of \$135.11 each, commencing on the 25 day of November, 1976, and payable thereafter on the 25 day of each month until said indebtedness and the interest to accrue thereon is fully paid and satisfied.

Said Mortgagors shall have the right to prepay all or any part of the aforesaid principal 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.

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 Town of Sudlersville, on the south side of Miller Street, in the First Election District of Queen Anne's County, State of Maryland, being known and designated as Lot No. 3 on a plat entitled "Survey and Division of the Paul W. Phillips lands, Sudlersville, Queen Anne's County, Maryland," dated September, 1973, by William R. Nuttle, registered surveyor, which said plat is recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 88 folio 63.

BEING all the same lands conveyed by the Mortgagees unto the Mortgagors by deed dated the 25 day of October, 1976, 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.

RECORDED IN PUBLIC RECORDS
RECORDED IN LIBER C.W.C. No. 88
FOLIO 63

1976 OCT 26 PM 3:13

RECORDED FOR
QUEEN ANNE'S CO., MD.
CHARLES W. C. CLEGG

OCT 26-76 * 23693 ****11.50
OCT 26-76 A #23693 ****11.50

Sudlersville
1-3-77 Original mailed to Mortgagors - Md. 21668

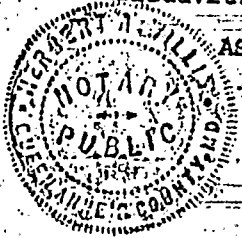
111 of 25

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S

to wit:

I HEREBY CERTIFY, that on this 21st day of October, 1976, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared PAUL W. PHILLIPS Agent of said Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth, and further made oath that the principal sum hereof has been paid over and disbursed by the Mortgagee unto the Mortgagor at a time no later than the final and complete execution and delivery of this Mortgage by the Borrower, and also made oath that he is the Agent of the Mortgagee and duly authorized to make this affidavit.



AS WITNESS my hand and Notarial Seal.

[Signature]
NOTARY PUBLIC

My Commission Expires: 7-1-1978

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

THIS IS TO CERTIFY, that the foregoing was truly taken and copied from Liber CWC 111, folio 25, 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 14th day of September, 1979.

Marguerite W. Mankin
Marguerite W. Mankin, Clerk of Circuit Court for Queen Anne's County.

BOOK 111 PAGE 27

LIBER 12 PAGE 135

VACHEL A. DOWNES, JR.
Attorney Named In Mortgage

IN THE CIRCUIT COURT
FOR

VS.

QUEEN ANNE'S COUNTY
IN EQUITY

BOBBY JOE HARRISON
MINNIE M. HARRISON

NO. 6505

STATEMENT OF MORTGAGE

INDEBTEDNESS

Late charges due and unpaid	\$ 141.75
Principal indebtedness	13,768.25
Unpaid interest at ten percent (10%), to September 14 ,1979	<u>2,462.17</u>
Total principal and interest as of September 14 ,1979	\$16,372.17

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 14th day of September, 1979, before me, the subscriber, a Notary Public 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 foregoing 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



VACHEL A. DOWNES, JR.
ATTORNEY NAMED IN MORTGAGE

IN THE CIRCUIT COURT
FOR

VS.

QUEEN ANNE'S COUNTY

BOBBIE JOE HARRISON
MINNIE M. HARRISON

IN EQUITY

NO. 6505

AFFIDAVIT

I HEREBY CERTIFY, that on this 19th day of October, 1979, 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 sent on October 16, 1979 by registered mail to Bobbie Joe Harrison and Minnie M. Harrison as prescribed by Rule W 74 (2) (c) of the Maryland Rules of Procedure, and that the aforementioned notice was returned because Bobbie Joe Harrison and Minnie M. Harrison have moved without leaving a forwarding address as evidenced by the attached return receipt.

Connie L. Hutson
NOTARY PUBLIC

My Commission Expires: 7-1-1982

RECEIVED
CLERK, CIRCUIT COURT
1979 OCT 19 PM 2:21
QUEEN ANNE'S COUNTY



PS Form 3811, Aug. 1978

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

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: 21668

3. ARTICLE DESCRIPTION:
 REGISTERED NO. 403 CERTIFIED NO. _____ INSURED NO. _____
Bobby Joe Harrison

4. 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:
Forwarding Time Expired
 CLERK'S INITIALS _____

U.S. POSTAL SERVICE

y 6505

LIBER BOND 138

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

KNOW ALL MEN BY THESE PRESENTS, that we, Vachel A. Downes, Jr., of Queen Anne's County, State of Maryland, as Principal, and the Fidelity and Deposit Company of Maryland, a body corporate duly authorized by its charter to become sole Surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of One Thousand Dollars (\$1,000.00) current money of the United States of America, to be paid unto the State of Maryland, or its certain attorney, to which payment will and truly to be made and done, we bind ourselves and each of our and each of our heirs, executors, and administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 24th day of October, 1979.

WHEREAS, by a certain mortgage from Bobbie Joe Harrison and Minnie M. Harrison, to Paul W. Phillips and Blanche H. Phillips, his wife, dated October 25, 1976, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 111 folio 25, 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 PUBLISHED 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

David Weston Gregory

BY: *William M. Freestate*
William Freestate
Its Attorney In Fact

SURETY APPROVED AND BOND FILED ON 10/24/79

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber CWC No. 2, folio 337, a Bond Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 5th day of November, 1979.

Marguerite W. Mankin

Clerk of the Circuit Court for Queen Anne's County

VACHEL A. DOWNES, JR.
Attorney Named In Mortgage

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

vs.

IN EQUITY

BOBBIE JOE HARRISON
MINNIE M. HARRISON

NO. 6505

* * * * *

AFFIDAVIT

The undersigned, purchasers of the property of Bobbie Joe Harrison and Minnie M. Harrison more particularly heretofore described in this cause, sold at public auction on the 25th day of October, 1974, does hereby make oath in due form of law, as follows:

(a) that the property was purchased by Paul W. Phillips and Blanche H. Phillips, his wife

as principal(s) and/or for additional principal(s) _____

(b) that the property was purchased by Paul W. Phillips

as the duly authorized and constituted agent(s) for the following principal(s) Paul W. Phillips and Blanche H. Phillips, wife

(c) and that said Purchaser(s) has or have not directly or indirectly discouraged anyone from bidding for said property.

AS WITNESS the hand(s) of said Purchaser(s) this 25th day of October, 1974.

Paul W. Phillips

Purchaser(s) as aforesaid

RECORDED
CLERK, CIRCUIT COURT

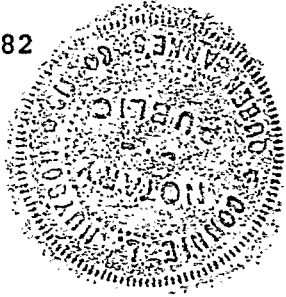
1978 OCT 25 PM 3:58

QUEEN ANNE'S COUNTY

Subscribed and sworn to before me, the undersigned, a Notary Public of the State of Maryland, County of Queen Anne's this 25th day of October, 1979.

Connie R. Hutson
NOTARY PUBLIC

My Commission Expires: 7-1-1982



AFFIDAVIT BY AUCTIONEER

I HEREBY CERTIFY, that on this 25th day of October, 1979, the undersigned, Auctioneer did sell on the 25th day of October, 1979, at public sale held at the front of the Court House Door, Centreville, Queen Anne's County, Maryland described in these proceedings the lands of Bobbie Joe Harrison and Minnie M. Harrison, which said lands are more particularly described in these proceedings, unto Paul W. Phillips and Blanche H. Phillips, his wife

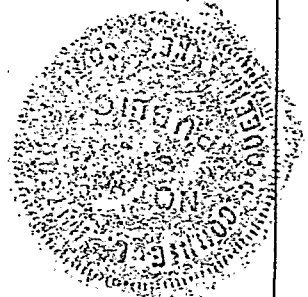
at and for the sum of \$ 15,000.00 and I do further certify that the sale was fairly made.

Joseph A. Jackson, Jr.
Auctioneer

Subscribed and sworn to before me, the undersigned, a Notary Public of the State of Maryland, County of Queen Anne's, this 25th day of October, 1979.

Connie R. Hutson
NOTARY PUBLIC

My Commission Expires: 7-1-1982



VACHEL A. DOWNES, JR.
ATTORNEY NAMED IN MORTGAGE

IN THE CIRCUIT COURT

FOR

VS.

QUEEN ANNE'S COUNTY

IN EQUITY

BOBBIE JOE HARRISON
MINNIE M. HARRISON

NO. 6505

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Vachel A. Downes, Jr., Attorney Named In Mortgage, in the proceedings in said cause above mentioned, respectfully shows that after giving bond with approved security for the faithful discharge of his duties, as prescribed by law, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Queen Anne's Journal, a newspaper printed and published in Queen Anne's County, Maryland, for more than four (4) consecutive weeks preceding the day of sale; the said attorney named in mortgage, Vachel A. Downes, Jr., did, pursuant to said notice, on Thursday, October 25, 1979, at 10:00 o'clock, a.m., in front of the Court-house 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 Paul W. Phillips as duly authorized agent for Blanche H. Phillips and Paul W. Phillips, at and for the sum of \$15,000.00, which price was the highest amount bid for said property.

The Report of Sale states that the amount of sale is \$15,000.00.

Respectfully submitted,

Vachel A. Downes Jr.
Vachel A. Downes, Jr.
Attorney Named in Mortgage

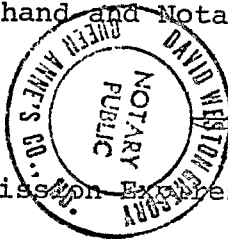
STATE OF MARYLAND

to wit:

COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, that on this 27th day of October, 1979, 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 made oath in due form of law that the matters and facts set forth in the foregoing 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.



David Weston Gregory
NOTARY PUBLIC

My Commission Expires: 7-1-1982

RECORDED
CLERK, CIRCUIT COURT

1979 OCT 29 PM 2:44

QUEEN ANNE'S COUNTY

ORDER NISI ON SALE

VACHEL A. DOWNES, JR.
Attorney named in Mortgage

vs.

BOBBIE JOE HARRISON
MINNIE M. HARRISON

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

Cause No. 6505

ORDERED, this 29th day of October, 19 79, 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 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 suc-
cessive weeks before the 23rd day of November, 19 79.

The report states the amount of sales to be \$15,000.00.

Marguerite H. Mankin Clerk

Filed October 29, 1979

Centreville, Md. Dec 27 19 79

We Hereby Certify

That the annexed advertisement of
Order Nisi on Sale

was published in the QUEEN ANNE'S
JOURNAL, a newspaper published in
Queen Anne's county Maryland, once in
each of three successive weeks
before the 21st day of Nov 19 79

And that the first insertion of said adver-
tisement in the said QUEEN ANNE'S
JOURNAL was on the Nov 7th day of
Nov 19 79, and the last insertion
on the 21st day of Nov.

19 79
George Kachan
Publishers, Queen Anne's Journal

Per Judy Hoy

ORDER NISI ON SALE

In the Circuit Court
for Queen Anne's
County
In Equity
Cause No. 6595

YACHEL A.
DOWNES, JR.
Attorney named in
Mortgage
vs.
BOBBIE JOE
HARRISON
MINNIE M.
HARRISON

ORDERED. this
27th day of October

1979, that the sale of
the real property,
made and reported in
this cause by Vachel
A. Downes, Jr., Attor-
ney named in
Mortgage, be ratified
and confirmed, on or
after the 30th 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 suc-
cessive weeks before
the 23rd day of
November, 1979.

The report states the
amount of sales to be
\$15,000.00.

Marguerite W.
Mankin, Clerk
Filed October 29, 1979
True Copy, Test:
Marguerite W.
Mankin, Clerk
By Betty M. Comegys
Deputy Clerk
No. 261

RECEIVED
CLERK, CIRCUIT COURT
1979 DEC 27 PM 12:29
QUEEN ANNE'S COUNTY

Centreville, Md. Dec 28 19 79

We Hereby Certify

That the annexed advertisement of
Mortgage Sale

was published in the QUEEN ANNE'S
JOURNAL, a newspaper published in
Queen Anne's county Maryland, once in
Four
each of _____ successive weeks
before the 25th day of Oct. 19 79

And that the first insertion of said adver-
tisement 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 Raeb
Publishers, Queen Anne's Journal

Per Judy Kay

RECORDED
CLERK, CLERK
1979 DEC 28 AM 11:51
QUEEN ANNE'S COUNTY

**MORTGAGE SALE
OF
VALUABLE FEE SIMPLE PROPERTY
IN
SUDLERSVILLE, MARYLAND (21658)**

Under and by virtue of the power of sale contained in a mortgage from Bobby Joe Harrison and Minnie M. Harrison to Paul W. Phillips and Blanch H. Phillips, dated October 25, 1976, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 111 folio 25, wherein Vachel A. Downes, Jr., was the Attorney Named In The Mortgage for purposes of collection by foreclosure or otherwise, default having occurred in the terms of said mortgage, the undersigned Assignee will offer at the public auction to the highest bidder on

THURSDAY, OCTOBER 25, 1979

at 10:00 o'clock, a.m. (EST) in front of the Courthouse Door in the Town of Centreville, Queen Anne's County, Maryland, all the following described real estate, to wit:

All that lot or parcel of land situate, lying and being in the Town of Sudlersville, on the south side of Miller Street, in the First Election District of Queen Anne's County, State of Maryland, being known and designated as Lot No. 3 on a plat entitled "Survey And Division Of The Paul W. Phillips Lands, Sudlersville, Queen Anne's County, Maryland," dated September, 1973, by William R. Nuttle, registered surveyor, which said plat is recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 83 folio 63.

Subject to the existing easements, rights of way and agreements for roadways, electrical transmission lines, and the services and maintenance thereof.

TERMS OF SALE: A deposit of not less than \$2,000.00 of the purchase money will be required in cash or by cashier's or certified check on day of sale, or the full purchase price in cash or by cashier's or certified check on the day of sale at the option of Purchaser (s). Any unpaid balance of the purchase money is to be secured by a Note of the Purchaser (s) bearing interest from day of sale at 6 per cent, which balance shall be paid within 18 days after final ratification of the sale by the Court.

Taxes and other public charges to be adjusted to the date of final settlement. All expenses of transfer, including recording costs, recordation or revenue stamps, transfer taxes, preparation of deed, Notary Fees, etc., to be at purchaser (s) expense. Possession to be given upon final settlement. At the time and place of sale, the Purchaser (s) shall be required to make affidavit as required by Rule BR (6) (b) (3) of the Maryland Rules of Procedure.

Vachel A. Downes, Jr.,
Attorney Named in Mortgage
115 Lawyers Row
Centreville, Maryland 21617
Telephone: 301-758-0680

Joseph A. Jackson, Jr.
Auctioneer

VACHEL A. DOWNES, JR.
ATTORNEY NAMED IN MORTGAGE

IN THE CIRCUIT COURT

FOR

VS.

QUEEN ANNE'S COUNTY

BOBBIE JOE HARRISON
MINNIE M. HARRISON

IN EQUITY

NO. 6505

FINAL ORDER OF RATIFICATION OF SALE

Upon the foregoing Report of Sale and Affidavit, it is ORDERED this 7th day of January, 1980, 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 25th day of October, 1979, 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 Rules of this Court and such proper expenses as he shall produce vouchers for to the auditors.

[Handwritten Signature]
JUDGE

RECEIVED
CLERK, CIRCUIT COURT

1980 JAN -7 PM 1:32

QUEEN ANNE'S COUNTY

VACHEL A. DOWNES, JR.,
Attorney named in Mortgage

vs.

BOBBY JOE HARRISON, et ux.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 6505

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of J. Thomas Clark, unto Your Honors 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 said are insufficient to pay the principal and interest indebtedness. The deficiency appears to be in the sum of \$3,191.12.

2. That in the within account of Vachel A. Downes, Jr., Attorney named in mortgage, he is charged with the proceeds of sale, per report; and is allowed thereafter his counsel fee, per mortgage, his commissions for making sale, the several court costs paid and due, the amount of the bond premium, the advertising costs and the costs of publishing the Order Nisi on Sale, the fees for registered mail, Notary Public fees, the fee of the Auctioneer for crying said sale, the fee of your Auditor, and the balance was credited to the mortgage indebtedness.

Respectfully submitted,


J. Thomas Clark, Auditor

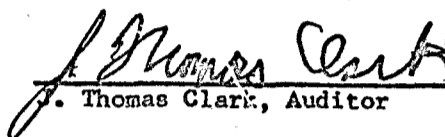
January 23, 1980

CLERK
1980 JAN 23 PM 2:50
QUEEN ANNE'S COUNTY

To do., for an amount due
Paul W. Phillips and Blanche H.
Phillips, for partial payment
on the principal and interest
due, per statement of mortgage
indebtedness in the sum of
\$16,372.17, plus interest to
60 days after sale, in the sum
of \$380.99, the balance or the
sum of

<u>\$13,562.04</u>	
\$15,000.00	<u>\$15,000.00</u>

January 23, 1980



J. Thomas Clark, Auditor

CAUSE NO. 6505

The sale of land reported in this cause by Vachel A. Downes, Jr., Attorney named in Mortgage, and vendor of said land.


DR.

1979
Oct. 25 By proceeds of the sale of land, per report of said vendor,
to wit:-----\$15,000.00

CR.

To Vachel A. Downes, Jr., counsel fee, per mortgage	\$ 140.00
To Vachel A. Downes, Jr., his commissions for making said sale	900.00
To do., for an amount paid Marguerite W. Mankin, Clerk, for: 1. Advanced filing fee-----\$ 50.00 2. Certified copy of mortgage-- <u>3.00</u>	53.00
To do., for an amount due Marguerite W. Mankin, Clerk, for: 1. Plaintiff's appearance fee--\$ 10.00 2. Clerk's additional----- <u>58.00</u>	68.00
To do., for an amount paid W. M. Freestate & Son, Inc., for the bond premium in this cause	20.00
To do., for amounts paid Queen Anne's Journal, for 1. Advertising sale-----\$102.39 2. Order Nisi On Sale----- <u>52.47</u>	154.86
To do., for an amount due Vachel A. Downes, Jr., for registered mail fees	3.60
To do., for an amount due Vachel A. Downes, Jr., for notary fees	6.00
To Joseph A. Jackson, Jr., Auctioneer, for crying said sale	37.50
To do., for an amount due J. Thomas Clark, Auditor, for 1. Stating this account-----\$ 45.00 2. Notifying parties----- <u>10.00</u>	55.00

January 23, 1980


Thomas Clark, Auditor

VACHEL A. DOWNES, JR.,
Attorney named in Mortgage

vs.

BOBBY JOE HARRISON, et ux.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 6505

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

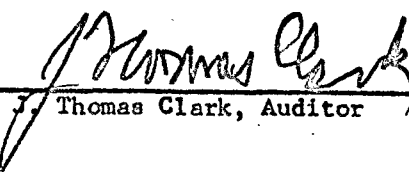
The undersigned Court Auditor hereby certifies that on January 23, 1980, the date the audit in the above entitled casue was filed in this Court, that he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

Vachel A. Downes, Jr., Esquire
115 Lawyers Row
Centreville, Maryland 21617

Paul W. Phillips and
Blanche H. Phillips
Sudlersville, Maryland 21668

Bobby Joe Harrison
Minnie M. Harrison
Sudlersville, Maryland 21668

Pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify each of them, that said account was filed on January 23, 1980, with the Clerk of the Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before February 7, 1980, and if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on February 8, 1980.


Thomas Clark, Auditor

1980 JAN 23 PM 2:51
CLERK OF THE COURT
QUEEN ANNE'S COUNTY

VACHEL A. DOWNES, JR., Attorney
named in Mortgage

vs.

BOBBY JOE HARRISON, et ux.

* IN THE CIRCUIT COURT
* FOR QUEEN ANNE'S COUNTY
* IN EQUITY
* No. 6505
*

NISI RATIFICATION OF AUDIT

ORDERED this 23rd day of January, 1980,
that the report and account filed in these proceedings by _____
J. Thomas Clark, Auditor, be ratified on or after the
8th 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.

Marjorie H. Mankin Clerk

Filed January 23, 1980

VACHEL A. DOWNES, JR., Attorney
named in Mortgage

vs.

BOBBY JOE HARRISON
MINNIE M. HARRISON

* IN THE CIRCUIT COURT
* FOR QUEEN ANNE'S COUNTY
* IN EQUITY
* No. 6505
*
*
*

FINAL RATIFICATION OF AUDIT

ORDERED this 9TH day of April, 1980,
by the Court that the account of the Auditor is finally ratified and
confirmed, and Vachel A. Downes, Jr., Attorney, ~~Trustee/Trustee~~,
is directed to apply the proceeds accordingly, with a due proportion of
interest as the same has been or may be received.

Clerk

Filed April 9, 1980

CHARLES E. SMITH
P.O. Box 147
Grasonville, MD 21638
Attorney Named
in Mortgage

VS.

CASTLE MARINA PARTNERSHIP
A Maryland Partnership
Chester, MD 21619
Mortgagor

* IN THE CIRCUIT COURT

* FOR

* QUEEN ANNE'S COUNTY

* IN EQUITY

* CHANCERY NO. 6469

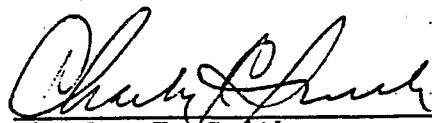
* * * JUL 20-79 A 92 921 *****50.00

ORDER TO DOCKET SUIT

Marguerite W. Mankin, Clerk:

You will please docket suit as per the above titling for foreclosure of the mortgage from Castle Marina Partnership, a Maryland Partnership, to H. Thomas Price, Phillip E. Price, and Helen D. Price, dated June 11, 1976, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. No. 106, folio 88. Said mortgage was assigned to Charles E. Smith, Esquire, the Attorney named in the mortgage, for collection by foreclosure; default having occurred in the terms thereof by reason of the nonpayment when due of the principal and interest on 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
1979 JUL 20 AM 11:52
QUEEN ANNE'S COUNTY

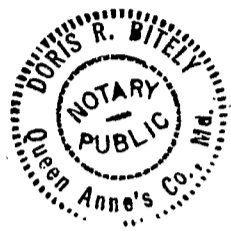

Charles E. Smith
P.O. Box 147
Grasonville, Maryland 21638
Telephone: 827-7550

STATE OF MARYLAND

QUEEN ANNE'S COUNTY

to wit:

I HEREBY CERTIFY, that on this 20th 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 named in mortgage, and made oath in due form of law that Castle Marina Partnership, is a Maryland Partnership, and that it is not now, nor has it 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 stature of the mortgagor.



Doris R. Bately
NOTARY PUBLIC
My Commission Expires: 7/01/82

CHARLES E. SMITH
P.O. Box 147
Grasonville, MD 21638
Attorney Named
in Mortgage

VS.

CASTLE MARINA PARTNERSHIP
Chester, MD 21619
MORTGAGOR

* IN THE CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY
* IN EQUITY
* CHANCERY NO. 6469

* * *

STATEMENT OF MORTGAGE INDEBTEDNESS

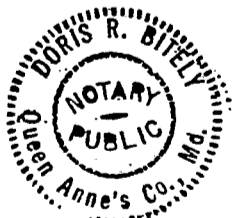
Balance due on principal of mortgage dated June 11, 1976, in the gross amount of \$999,945.00 from Castle Marina Partnership to H. Thomas Price, Phillip E. Price, and Helen D. Price	\$985,733.07
Unpaid Interest to July 20, 1979	<u>14,907.45</u>
TOTAL	\$1,000,640.52

Interest will continue to accrue at the rate of \$ 216.05
per day after July 20, 1979.

STATE OF MARYLAND

QUEEN ANNE'S COUNTY

This is to certify that on this 20th day of
July, 1979, before the subscriber, a Notary Public of the
State and County aforesaid, personally appeared Charles E.
Smith, Attorney Named in Mortgage, and made oath in due form
of law that the foregoing statement of mortgage indebtedness
due by Castle Marina Partnership under the above described
mortgage is true to the best of his knowledge, information
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

Equity 6469

AETNA CASUALTY & SURETY COMPANY
HARTFORD, CONNECTICUT

Bond No. 98 S 15026 BCA

IN THE CIRCUIT COURT FOR QUEEN ANNE COUNTY COUNTY, MARYLAND.

CHARLES E. SMITH, ATTORNEY
Plaintiff

vs.

LIBER JS PAGE 121

Equity No. 6469

CASTLE MARINA PARTNERSHIP
Defendant

BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, CHARLES E. SMITH as Principal, and the AETNA CASUALTY AND SURETY COMPANY, HARTFORD, CONNECTICUT, a body corporate, duly incorporated under the laws of the State of Connecticut, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of ONE MILLION and 00/100 (\$1,000,000.) 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 26th day of JUNE 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 CASTLE MARINA PARTNERSHIP to Helen D. PRICE, H. THOMAS PRICE, PHILIP E. PRICE bearing date the 11th day of June, 1976 and recorded among the mortgage records of QUEEN ANNE'S COUNTY in Liber No. 106 Folio 88 and WHEREAS the said Charles E. Smith

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden CHARLES E. SMITH do and shall well and truly and faithfully perform the trust reposed in 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)
Charles E. Smith

Witness:

Shirley R. Peck
Shirley R. Peck

William D. Hinson
William D. Hinson, Attorney-in-Fact



SURETY APPROVED AND SOLD THIS July 20, 1979

3-29

CERTIFIED COPY OF POWER

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber C.W.C. No. 2, folio 298, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I Hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 20th day of July, Nineteen Hundred and Seventy-nine.



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

DOCUMENT NO. 84, 234

PURCHASE MONEY MORTGAGE, made this 11th day of June, 1976, by and between CASTLE MARINA PARTNERSHIP (hereafter called "Mortgagor") of Queen Anne's County, in the State of Maryland and H. THOMAS PRICE, PHILIP E. PRICE AND HELEN D. PRICE, (hereafter called "Mortgagees").

WHEREAS, Mortgagor is indebted to Mortgagees in the sum of Nine Hundred Ninety Nine Thousand, Nine Hundred Forty Five Dollars and no/100 (\$999,945.00) being a portion of the purchase price of the property described herein, and

WHEREAS, Mortgagor has agreed to repay said indebtedness with interest on the unpaid balance at the rate of Eight Percent (8%) per annum, with interest and principal due and payable in monthly installments as shown on a certain promissory note of even date herewith commencing on July 11, 1976, over a term of twenty-five (25) years, the balance being due and payable at the end of said twenty-five (25) year term.

NOW THIS MORTGAGE WITNESSETH that in consideration of the premises and of the sum of Five Dollars (\$5.00) the said Mortgagor does grant and assign unto the Mortgagees, their successors and assigns, all that lot or parcel of ground situate and lying in the Fourth Election District of Queen Anne's County, Maryland, and described as follows, to wit:

BEGINNING for the same on the northeast right-of-way line of Tackle Circle 220 feet more or less from the northern most right-of-way line of Anchor Lane shown on a Plat of Castle Marina Section I recorded among the Land Records of Queen Anne's County, Maryland, in Plat Book T.S.P. 1, folio 81, and running thence binding along the said northeast right-of-way line of Tackle Circle in a southeasterly direction 130 feet more or less by the arc of a curve to the right having a radius of 369.39 feet, thence South 26 degrees 30' 00" East 50.00 feet to a fillet curve connecting the northeastern right-of-way line of Tackle Circle with the northernmost right-of-way line of Anchor Lane, thence 39.27 feet by said fillet curve to the left having a radius of 25.00 feet, thence binding along the said northern right-of-way line of Anchor Lane 220 feet more or less by a curve to the right having a radius of 500.00 feet to a point radially opposite the end of the bulkhead at the southernmost corner of Basin No. 1, thence leaving Anchor Lane in a northerly direction 40 feet more or less to said end of bulkhead, thence binding along the face of the southwestern most bulkhead of Basin No. 1, 33 feet more or less to a point determined by a southwest projection of a line drawn 30 feet southeast of the ends of the four main piers in Basin No. 1, thence binding along said line in the waters of Basin No. 1 in a northeast

direction 1,000 feet more or less to intersect a line drawn 30 feet east of and parallel to the Gas Pier, thence binding along said line parallel to the Gas Pier in a northerly direction 220 feet more or less to a point normal to the northern end of said Gas Pier, thence North 01 degrees 15' 00" West 420 feet more or less to a point on the easterly projection of a line drawn 55 feet north of the north Bulkhead of Basin No. 2, thence binding along said line in a westerly direction 1,130 feet more or less to a point opposite a projection of the west edge of a macadam road linking the northwest corner of Basin No. 2 to the westernmost corner of Basin No. 1, thence in a southerly direction binding along the meanders of the westernmost edge of said macadam road 860 feet more or less to the northernmost edge of a macadam road along the northwest side of Basin No. 1, thence across said last mentioned road in a southeasterly direction 60 feet more or less to a point on the northeast side of a macadam drive parallel to and southwest of the southwest Bulkhead of Basin No. 1 said point also being formed by a southwest projection of the northwest bulkhead of a Basin No. 1, thence binding along said northeast side of said macadam drive in a southeasterly direction 150 feet more or less to a point formed by a northeasterly projection of the southeast side of a macadam drive southeast of the Club House leading to Tackle Circle thence binding along said line in a southwesterly direction 200 feet more or less to the place of beginning.

BEING the same lot of ground which by deed of even date herewith was granted and conveyed by PRICE PARTNERSHIP to CASTLE MARINA PARTNERSHIP.

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

TO HAVE AND TO HOLD the said lot or parcel of ground, with the improvements and appurtenances aforesaid, unto the said Mortgagees, their heirs and assigns in fee simple/executors, administrators and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal thereof from time to time, forever,

PROVIDED, that if the said CASTLE MARINA PARTNERSHIP, Mortgagor, its successors and assigns shall well and truly pay or cause to be paid the aforesaid principal sum of ONE MILLION DOLLARS (\$1,000,000.00) and all the installments of interest thereon when and as each of them shall respectively be due and payable as aforesaid and shall perform each and all of the covenants herein on its part to be performed, then this Mortgage shall be void.

-2-

LIBER 106 PAGE 89

LIBER 12 PAGE 159

(8)

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, after a default shall have occurred in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor hereby also authorizes the said Mortgagees, their heirs, personal representatives, or assigns or CHARLES E. SMITH, ESQUIRE, the duly authorized Attorney or Agent of the said Mortgagees, after any default shall have occurred in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland 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 such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a counsel fee of Two Thousand Five Hundred Dollars (\$2,500.00) and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagees, their heirs, executors, administrators or assigns hereunder whether the same shall have matured or not, including interest thereon until final audit; (3) and the surplus (if any there be), to the said Mortgagor, its successors or assigns or to whomever may be entitled to the same.

AND the said Mortgagor for itself, its successors and assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by it to the party inserting said advertisement or notice, all expenses incident to the 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 of decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commissions the said Mortgagor for itself, its successors and assigns, does hereby covenant to pay, and the said Mortgagees, their heirs, personal representatives or assigns, or CHARLES E. SMITH, ESQUIRE, 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 the said Mortgagor, for itself, its successors and assigns, covenants with the said Mortgagee, as follows:

(1) To repay the indebtedness together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagees, their successors or assigns, in such companies, through such agents or brokers, and such form as shall be satisfactory to the Mortgagees, their successors or assigns, in the amount of Five Hundred Thousand Dollars (\$500,000.00) and to deliver a copy of the policy and all renewal receipts to the Mortgagees, their successors or assigns; and in case of failure of the Mortgagor, its successors and assigns, so to do, the Mortgagees, their 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; (3) To pay all taxes and other public dues and assessments of every kind whatsoever for which the property hereby mortgaged may become liable when payable and to pay all insurance premiums, when and as the same shall become due and payable; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership, or corporation, other than the Mortgagor, by voluntary or involuntary grant, or assignment, or in any other manner without the Mortgagees written consent, or should the same in the future be encumbered by the Mortgagor, its successors and assigns, without the Mortgagees written consent then the whole of said principal sum shall at the option of the Mortgagee immediately become due and owing as herein provided; (7) that at the option of the Mortgagees, the whole of said mortgage debt intended hereby to be secured shall become due and payable after default in the payment of any monthly installment, as herein provided, shall have continued

for five (5) working days after receipt by the Mortgagor of written notice of non-payment from the Mortgagee, or default in the performance of any other covenants or conditions of this mortgage, which continues for thirty (30) days after receipt by the Mortgagee of written notice of such default; (8) to pay a late charge not to exceed the greater of two (\$2.00) Dollars or five percent (5%) of the total amount of any delinquent or late periodic installment of interest and principal which is received at the office of the Mortgagee more than fifteen (15) calendar days after the due date thereof to cover the extra expense involved in handling delinquent payment; (9) that this loan may be prepaid in whole or in part during the first three (3) years of the term only upon payment by the Mortgagor to the Mortgagee of the following percentage of the unpaid principal balance in addition to the amount then owing: 7% during the first year, 4% during the second year, and 2% during the third year; provided that no such charge may be imposed after the expiration of three (3) years from the date hereof, and this mortgage (and the loan hereby secured) may be prepaid in whole or in part without penalty at any time from and after June 11, 1979.

AND IT IS AGREED and UNDERSTOOD that until default is made, the said Mortgagor, its successors and assigns, may retain possession of the hereby mortgaged property. Provided however, that any default in the terms, covenants, and conditions of a certain mortgage of even date herewith between the Mortgagor and Mortgagee in the principal amount of Three Hundred Fifty Thousand Fifty Five Dollars (\$350,055.00) shall automatically constitute a default under this mortgage, and accelerate, at the option of the mortgagee, the payments hereof.

THE said Mortgagor covenants that it will warrant specially the property hereby mortgaged, and that it will execute such further assurances as may be requisite. Whenever used, Mortgagees shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the hand and seal of the said Mortgagor.

Witness

James A. Evans

CASTLE MARINA PARTNERSHIP

BY:

Stanley B. Shuart
Stanley B. Shuart, Partner

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

On this 11th day of June, 1976, before me, a Notary Public in and for the County and State aforesaid, personally appeared STANLEY R. SHUART, known to me or satisfactorily proven to be the person whose name is subscribed to the within Mortgage, who acknowledged that he is a partner of CASTLE MARINA PARTNERSHIP and as such is authorized to execute the Mortgage in the name of said partnership, and that he executed the same for the purposes therein contained.

At the same time also appeared H. THOMAS PRICE, and made oath in due form of law that he is the agent of the within named Mortgagees, is duly authorized to make this affidavit on their behalf, and that said Mortgage is true and correct.

Mary E. [Signature]
Notary Public

My Commission expires July 1, 1978.

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

Ronald A. Baradel
Ronald A. Baradel

FOR VALUE RECEIVED in the Amount of \$112,000.00, We, the undersigned, hereby assign the Within Mortgage unto Bittorf Ford, Inc.

Witness:

Charles J. Price

H. Thomas Price
H. Thomas Price

RECEIVED FOR RECORD
RECORDED IN LIBER 106 PAGE 83

Phillip E. Price
Phillip E. Price

1976 JUN 15 PM 2:34

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

Helen D. Price
Helen D. Price

RETURN TO:

Ronald A. Baradel
P. O. Box 1989
Annapolis, Maryland 21404

JUN 15-76 * 28534 *****19 07
JUN 15-76 A #28534 *****19 00

<6>

LIBER 106 PAGE 93

LIBER 12 PAGE 163

(22)

RECEIVED FOR RECORD
RECORDED IN LIBER 12 FOLIO 88
RECEIVED FOR RECORD

1977 JAN -7 PM 2:25

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

Assignment

JAN -7-77 * 26149 *****1.00
JAN -7-77 A #26149 *****1.00

OF MORTGAGE FROM Castle Marina Partnership

TO H. Thomas Price, Philip E. Price and Helen D. Prices RECORDED IN

LIBER CWC NO. 106 FOLIO 88

MAIL TO Vachel A. Downes, Jr., Esq., 115 Lawyers Row, Centreville, Md. 21617

FOR VALUE RECEIVED, the within and foregoing mortgage is hereby assigned unto
The First National Bank of Maryland, in the amount of \$ 112,000⁰⁰,
this 7 day of JANUARY, 1977.

AS WITNESS the hand of William H. Bittorf, President of Bittorf Ford, Inc.,
and its corporate seal hereto affixed.

TEST:

BITTORF FORD, INC.

Edith O. Stanfield

BY: William H. Bittorf
William H. Bittorf, President

Mr. Clerk:
RETURN TO
Vachel A. Downes Jr
115 Lawyers Row
Centreville, Md.
for delivery to First
National Bank of
Maryland

ENCL 12 IN 5 (Place corporate seal here)

Cancelled
William E. Bozman, Jr. Vice President
First National Bank of Maryland

For value received, without recourse, The First National Bank of Maryland
hereby releases the within assignment of mortgage, in the amount of
\$112,000.00 this 19th day of July, 1979.

As witness the hand of William E. Bozman, Jr., Vice President and it's
corporate seal hereto affixed.

William E. Bozman, Jr.
William E. Bozman, Jr., Vice President

No. _____ RECEIVED
Re. _____ CLERK RECEIVED FOR RECORD

1979 JUL 20 AM 11:52

QUEEN ANNE'S COUNTY

Assignment

JUL 20-79 A #2 920 *****5.00

OF MORTGAGE FROM Castle Marina Partnership

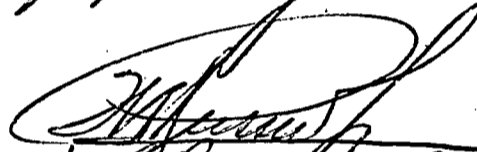
TO H. Thomas Price, Philip E. Price and Helen D. Price AS RECORDED IN

LIBER CWC NO. 106 FOLIO 88

MAIL TO


Place in Equity #6469

*For VALUE RECEIVED, without recourse, we hereby
Assign the within and aforesaid mortgage to
Charles E. Smith, Attorney for purposes of
foreclosure*


W.R. Russell Jr. Senior
VICE
President.
The First National
Bank of MARYLAND

No. 512295
RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—
 NOT FOR INTERNATIONAL MAIL
 (See Reverse)

SENT TO Stanley Shuart	
STREET AND NO. 7 St. Andrews Garth	
P.O., STATE AND ZIP CODE Severna Park, MD 21146	
POSTAGE \$ 5.80	
CONSULT POSTMASTER FOR FEES	CERTIFIED FEE 50 €
	SPECIAL DELIVERY €
	RESTRICTED DELIVERY €
	OPTIONAL SERVICES
	RETURN RECEIPT SERVICE
	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 \$ 7.40	
POSTMARK OF DATE 	

October 10, 1979

Mr. Stanley Shuart
 7 St. Andrews Garth
 Severna Park, MD 21146

Dear Mr. Shuart:

Foreclosure proceedings have been filed in the Circuit Court for Queen Anne's County against the property mortgaged by Castle Marina Partnership to H. Thomas Price, Helen D. Price and Phillip E. Price. 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).

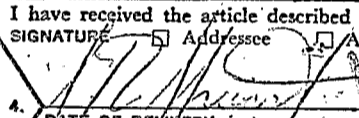
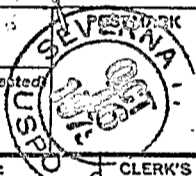
This sale will be held on the premises on Friday, October 26, 1979, at 1 O'Clock p.m., Eastern Daylight Time. This sale may be cancelled prior to the proposed sale by payment of the principal and interest due to the mortgagee plus all costs, legal fees and commissions, as set forth in the mortgage documents and as prescribed by law.

Sincerely,

Charles E. Smith

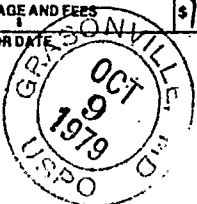
CES/db

Enclosure

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). <input checked="" type="checkbox"/> Show to whom and date delivered..... 15¢ <input type="checkbox"/> Show to whom, date, & address of delivery... 35¢ <input type="checkbox"/> RESTRICTED DELIVERY. Show to whom and date delivered..... 65¢ <input type="checkbox"/> RESTRICTED DELIVERY. Show to whom, date, and address of delivery 85¢
	2. ARTICLE ADDRESSED TO: Stanley Shuart 7 St. Andrews Garth Severna Park, MD 21146
	3. ARTICLE DESCRIPTION: REGISTERED NO. CERTIFIED NO. INSURED NO. _____ 512295 _____ (Always obtain signature of addressee or agent)
	I have received the article described above. SIGNATURE <input checked="" type="checkbox"/> Addressee <input type="checkbox"/> Authorized agent 
	4. DATE OF DELIVERY 10/16/79 5. ADDRESS (Complete only if requested)
6. UNABLE TO DELIVER BECAUSE: _____ CLERK'S INITIALS  HK	

No. 512296
 RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—
 NOT FOR INTERNATIONAL MAIL
 (See Reverse)

SENT TO		James A. Evans
STREET AND NO.		18 St. Andrews Garth
P.O., STATE AND ZIP CODE		Severna Park, MD 21146
POSTAGE	\$	15
CONSULT POSTMASTER FOR FEES	CERTIFIED FEE	80¢
	SPECIAL DELIVERY	¢
	RESTRICTED DELIVERY	¢
	OPTIONAL SERVICE	
	RETURN RECEIPT SERVICE	45¢
	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		\$1.40
POSTMARK OR DATE		

October 10, 1979

Mr. James A. Evans
 18 St. Andrews Garth
 Severna Park, MD 21146

Dear Mr. Evans:

Foreclosure proceedings have been filed in the Circuit Court for Queen Anne's County against the property mortgaged by Castle Marina Partnership to H. Thomas Price, Helen D. Price and Phillip S. Price. 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 Friday, October 26, 1979, at 1 O'Clock p.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

PS Form 3811, Mar. 1976

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one):

- Show to whom and date delivered..... 15¢
- Show to whom, date, & address of delivery.. 35¢
- RESTRICTED DELIVERY.
Show to whom and date delivered..... 65¢
- RESTRICTED DELIVERY.
Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:
 James A. Evans
 18 St. Andrews Garth
 Severna Park, MD 21146

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	512296	

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE Addressee Authorized agent

J. A. Evans

4. DATE OF DELIVERY
 10-11-79

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

POSTMARK: SEVERNA PARK MD OCT 10 1979

★ GPO: 1975 O-203-456

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ATTORNEY	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
CASTLE MARINA PARTNERSHIP	*	IN EQUITY
MORTGAGOR	*	CHANCERY NO. 6469
	* * *	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Charles E. Smith, Attorney named in Mortgage from Castle Marina Partnership to H. Thomas Price, Philip E. Price, and Helen D. Price, dated June 11, 1976, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. No. 106, folio 88, in which the undersigned attorney is designated by name to exercise the power of sale after any default in the terms of said mortgage respectfully shows:

That default having occurred in the terms thereof by reason of the nonpayment when due of the principal and interest of the note secured by said mortgage, said attorney named in mortgage filed in this Honorable Court his order to docket suit to foreclose said mortgage, accompanied by the said mortgage, his sworn statement as to the mortgage indebtedness and his bond given to the State of Maryland, executed by himself and the Aetna Casualty and Surety Company, a body corporate, duly authorized by its charter to become sole surety on bonds of this character as surety in the full and just sum of One Million Dollars (\$1,000,000.00) 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 Star Democrat, 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, said attorney named in mortgage did attend on the property located in Castle Marina Subdivision, Chester, Queen Anne's County, Maryland, at the hour of 1 O'Clock P.M., Eastern Daylight Time, on Friday, October 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 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 PHILIP E. PRICE, FOR HIMSELF AND AS AGENT FOR H. THOMAS PRICE, and HELEN D. PRICE, they being the highest bidder therefore at and for the sum of One Million Dollars (\$1,000,000.00).

RECORDED
CLERK, CIRCUIT COURT

1979 OCT 29 PM 12:05

QUEEN ANNE'S COUNTY

The purchasers are the holders of the first mortgage being foreclosed and as such they are due the proceeds from the sale of said property. Therefore, this attorney is confident that they will comply with the terms of sale and no down payment or security has been required.

The purchaser's affidavit required by the Maryland Rules, Certificate of the Auctioneer, and Certificate of the Advertisement of Sale are attached hereto.

This report states the amount of sale to be One Million Dollars (\$1,000,000.00).

Respectfully submitted,



Charles E. Smith

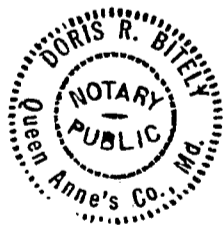
STATE OF MARYLAND


QUEEN ANNE'S COUNTY

to wit:

I HEREBY CERTIFY, That on this 29th day of October, 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 foregoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made.

AND further made oath as aforesaid that there has been no change in the matters and facts set forth in the Affidavit as to the military service filed in this cause on July 20, 1979, and that the status of the party mentioned in said Affidavit is the same as it was on the date of the filing of said Affidavit.





NOTARY PUBLIC
My Commission Expires: 7/01/82

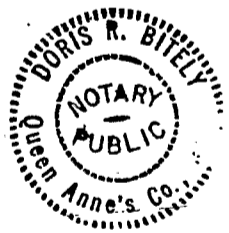
CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ATTORNEY	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
CASTLE MARINA PARTNERSHIP	*	IN EQUITY
MORTGAGOR	*	CHANCERY NO. 6469
	*	

AFFIDAVIT OF PURCHASER

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

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 Philip E. Price purchaser(s) 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 parcel or tract of land, with improvements, described in the Advertisement of Sale in this cause, for himself and H. Thomas Price and Helen D. Price 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.



Doris R. Bitley

 Notary Public
 My Commission Expires: 7/01/82

FEDERAL
 CLERK, CIRCUIT COURT
 1979 OCT 28 PM 12:05
 QUEEN ANNE'S COUNTY

CERTIFICATE OF AUCTIONEER

I HEREBY CERTIFY, That I did sell at Public auction:
ALL that tract or parcel of land situate, lying
and being in the Fourth Election District of Queen Anne's
County, State of Maryland, and described as follows, to wit:

BEGINNING for the same on the Northeast right-of-
way line of Tackle Circle 220 feet more or less from the
northernmost right-of-way line of Anchor Lane shown on a
Plat of Castle Marina Section I recorded among the Land
Records of Queen Anne's County, Maryland, in Plat Book
T.S.P. 1, folio 81, and running thence binding along the
said Northeast right-of-way line of Tackle Circle in a
southeasterly direction 130 feet more or less by the arc of
a curve to the right having a radius of 369.39 feet, thence
South 26 degrees 30 minutes 00 seconds East 50.00 feet to a
fillet curve connecting the Northeastern right-of-way line
of Tackle Circle with the northernmost right-of-way line of
Anchor Lane, thence 39.27 feet by said fillet curve to the
left having a radius of 25.00 feet, thence binding along the
said Northern right-of-way line of Anchor Lane 220 feet more
or less by a curve to the right having a radius of 500.00
feet to a point radially opposite the end of the bulkhead at
the southernmost corner of Basin No. 1, thence leaving
Anchor Lane in a northerly direction 40 feet more or less to
said end of bulkhead, thence binding along the face of the
southwestern most bulkhead of Basin No. 1, 33 feet more
or less to a point determined by a Southwest projection of
a line drawn 30 feet Southeast of the ends of the four main
pillars in Basin No. 1, thence binding along said line in the
waters of Basin No. 1 in a Northeast direction 1,000 feet
more or less to intersect a line drawn 30 feet East of and

RECORDED
CLERK, CIRCUIT COURT

1979 OCT 29 PM 12:05

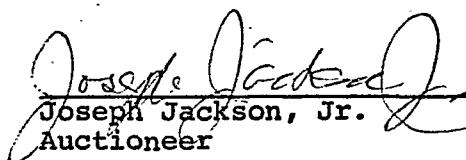
QUEEN ANNE'S COUNTY

parallel to the Gas Pier, thence binding along said line parallel to the Gas Pier in a northerly direction 220 feet more or less to a point normal to the Northern end of said Gas Pier, thence North 01 degrees 15 minutes 00 seconds West 420 feet more or less to a point on the easterly projection of a line drawn 55 feet North of the North Bulkhead of Basin No. 2, thence binding along said line in a westerly direction 1,130 feet more or less to a point opposite a projection of the West edge of a macadam road linking the Northwest corner of Basin No. 2 to the westernmost corner of Basin No. 1, thence in a southerly direction binding along the meanders of the westernmost edge of said macadam road 860 feet more or less to the northernmost edge of a macadam road along the Northwest side of Basin No. 1, thence across said last mentioned road in a southeasterly direction 60 feet more or less to a point on the Northeast side of a macadam drive parallel to and Southwest of the Southwest Bulkhead of Basin No. 1 said point also being formed by a Southwest projection of the Northwest bulkhead of Basin No. 1, thence binding along said Northeast side of said macadam drive in a southeasterly direction 150 feet more or less to a point formed by a northeasterly projection of the Southeast side of a macadam drive Southeast of the Club House leading to Tackle Circle thence binding along said line in a southwesterly direction 200 feet more or less to the place of beginning.

BEING all the same land conveyed unto James A. Evans and Stanley R. Shuart, trading as Castle Marina Partnership, by deed dated June 11, 1976, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 106, folio 85.

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 in Castle Marina Subdivision, Chester, Queen Anne's County, Maryland, on Friday, October 26, 1979, beginning at the hour of 1 O'Clock p.m., Eastern Daylight Time unto Philip E. Price for himself and as agent for H. Thomas Price and Helen D. Price at and for the sum of **Six Hundred Fifty Thousand Dollars (\$650,000.00).**


Joseph Jackson, Jr.
Auctioneer

-3-

ORDER NISI ON SALE

CHARLES E. SMITH, Attorney

vs.

CASTLE MARINA PARTNERSHIP

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

Cause No. 6469

ORDERED, this 29th day of October, 19 79, that the sale of the real property, made and reported in this cause by Charles E. Smith, Attorney named in Mortgage, be ratified and confirmed, on or after the 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 \$1,000,000.00.

Marguerite A. Martin Clerk

Filed October 29, 1979

OFFICE OF
The Star-Democrat

Easton, Md.

This is to certify that the annexed

ATTORNEY'S SALE

the case of
Charles Smith Attorney

vs.
Sale of Castle Marina

was published in THE STAR-DEMOCRAT, one of the newspapers printed and published in Talbot county once in each of three successive weeks beginning the 10 day of October A.D. 19 79

THE EASTON PUBLISHING COMPANY

Publishers of THE STAR-DEMOCRAT

Per *Loyce Kelly*

Attorney's Sale

of
Valuable Commercial

Real Estate

In Chester, Md.

Under and by virtue of the power of sale contained in a mortgage from Castle Marina Partnership, a Maryland Partnership, to H. Thomas Price, Phillip E. Price, and Helen D. Price, dated June 11, 1978, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 103, folio 85, default having occurred in the terms of said mortgage, the undersigned attorney, being named in said mortgage for foreclosure, will offer at public auction on the premises, located in Castle Marina Subdivision, Chester, Queen Anne's County, Maryland, and known as "Castle Marina," at the hour of 1 o'clock p.m. Daylight Savings Time on

October 26, 1979

the following real estate, to wit:

ALL that tract or parcel of land situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, and described as follows, to wit:

BEGINNING for the same on the northeast right-of-way line of Tackle Circle 220 feet more or less from the northernmost right-of-way line of Anchor Lane shown on a Plat of Castle Marina Section I recorded among the Land Records of Queen Anne's County, Maryland, in Plat Book T.S.P. 1, folio 81, and running thence binding along the said northeast right-of-way line of Tackle Circle in a southeasterly direction 130 feet more or less by the arc of a curve to the right having a radius of 369.39 feet, thence South 26 degrees 30'00" East 50.00 feet to a fillet curve connecting the northeastern right-of-way line of Tackle Circle with the northernmost right-of-way line of Anchor Lane, thence 39.27 feet by said fillet curve to the left having a radius of 25.00 feet, thence binding along the said northern right-of-way line of Anchor Lane 220 feet more or less by a curve to the right having a radius of 500.00 feet to a point radially opposite the end of the bulkhead at the southernmost corner of Basin No. 1, thence leaving Anchor Lane in a northerly direction 40 feet more or less to said end of bulkhead, thence binding along the face of the southwesternmost bulkhead of Basin No. 1, 33 feet more or less to a point determined by a southwest projection of a line drawn 30 feet southeast of the ends of the four main piers in Basin No. 1, thence binding along said line in the waters of Basin No. 1 in a northeast direction 1,000 feet more or less to intersect a line drawn 30 feet east of and parallel to the Gas Pier, thence binding along said line parallel to the Gas Pier in a northerly direction 220 feet more or less to a point normal to the northern end of said Gas Pier, thence North 01 degrees 15'00" West 420 ft. more or less to a point on the easterly projection of a line drawn 55 feet north of the north Bulkhead of Basin No. 2, thence binding along said line in a westerly direction 1,130 feet more or less to a point opposite a projection of the west edge of a macadam road linking the northwest corner of Basin No. 2 to the westernmost corner of Basin No. 1, thence in a southerly direction binding along the meanders of the westernmost edge of said macadam road 860 feet more or less to the northernmost edge of a macadam road along the northwest side of Basin No. 1, thence across said last mentioned road in a southeasterly direction 60 feet more or less to a point on the northeast side of a macadam drive parallel to and southwest of the southwest Bulkhead of Basin No. 1 said point also being formed by a southwest projection of the northwest bulkhead of Basin No. 1, thence binding southeasterly direction 150 feet more or less to a point formed by a northeasterly projection of the southeast side of a macadam drive southeast of the Club House leading to Tackle Circle thence binding along said line of a southeasterly direction 200 feet more or less to the place of beginning.

BEING all the same land conveyed unto James A. Evans and Stanley R. Shuart, trading as Castle Marina Partnership, by deed dated June 11, 1976, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 105, folio 85.

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.

ALSO TOGETHER with 69 covered boat slips; approximately 230 open boat slips; gas dock; ships store; general offices; repair shop, approximately 100 feet by 50 feet; boat sales office; indoor olympic size pool and indoor boat storage.

TERMS OF SALE: Purchaser shall be required to deposit the sum of one hundred thousand dollars (\$100,000.00) in the form of a cashier's check or certified check on the day of sale. Prior to bidding, prospective purchasers shall submit to auctioneer and attorney named in mortgage evidence of required deposit. The balance of the purchase money, together with interest thereon at the rate of ten per centum (10%) per annum from the date the audit is filed until the date of settlement, shall be paid at the time of settlement which shall be held on or before ten (10) days after the date of final ratification of said sale by the Circuit Court of Queen Anne's County. Time being of the essence. Taxes and all other assessments shall 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 purchaser.

At the time and place of sale, the purchaser(s) will be required to make affidavit as required by rule BReb3 of the Maryland Rules of Procedure.

Charles E. Smith

Attorney named in mortgage
Telephone 391-027-7550

Joseph J. Jackson, Jr.
Auctioneer

G3510-10.17.24

LIBER 12 PAGE 176

STATE OF MARYLAND

CHARLES E. SMITH

WILLIAM H. SMITH

THE 21st DECEMBER

OFFICE OF

CHARLES E. SMITH
Attorney Named in the
Mortgage

Plaintiff

vs.

CASTLE MARINA PARTNERSHIP

Defendant

* * * * *

OBJECTION TO THE RATIFICATION OF SALE
OF CASTLE MARINA

IN THE
CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
Equity No. 6469

RECEIVED
CLERK OF COURT
1979 NOV -6 AM 9:05
QUEEN ANNE'S COUNTY

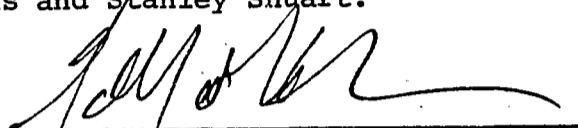
Now comes Castle Marina Partnership, by Gary A. Goldstein, its attorney, and objects to the ratification of the sale of Castle Marina on the following grounds:

1. That the foreclosing parties had agreed, as a condition precedent to foreclosure proceedings, that they would pay unto Stanley Shuart and James Evans, t/a Castle Marina, the sum of \$75,000.00, pursuant to the terms and conditions of the agreement attached hereto and marked Exhibit 1.
2. That the condition precedent never occurred, and as a result James Evans and Stanley Shuart are entitled to retake the premises, and are entitled, as a matter of right, to set aside the foreclosure sale which has taken place.
3. The foreclosing parties had no right to institute, and continue the foreclosure proceeding until they complied with the condition precedent, namely, the payment of \$75,000.00

to James Evans and Stanley Shuart.

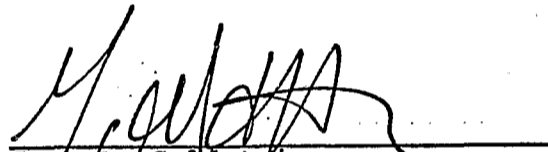
4. For such other and further cause and reason that may develop during the course of these objection hearings.

WHEREFORE, your Objectors pray that the sale of the Castle Marina property be set aside and that this Court pass an Order denying ratification and granting possession of the property to James Evans and Stanley Shuart.



Gary A. Goldstein

I HEREBY CERTIFY that on this 5th day of November, 1979, a copy of the foregoing Objection to the Ratification of Sale of Castle Marina, was mailed, postage prepaid, to Charles E. Smith, Esquire, P.O. Box 147, Main Street, Grasonville, Maryland 21638.



Gary A. Goldstein

CHARLES E. SMITH * IN THE CIRCUIT COURT
 ATTORNEY * FOR
 VS. * QUEEN ANNE'S COUNTY
 CASTLE MARINA PARTNERSHIP * IN EQUITY
 MORTGAGOR * CHANCERY NO. 6469
 * * *

AMENDED

REPORT OF SALE

The amended Report of Sale of Charles E. Smith, Attorney named in Mortgage from Castle Marina Partnership to H. Thomas Price, Philip E. Price, and Helen D. Price, dated June 11, 1976, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. No. 106, folio 88, in which the undersigned attorney is designated by name to exercise the power of sale after any default in the terms of said mortgage respectfully shows:

That default having occurred in the terms thereof by reason of the nonpayment when due of the principal and interest of the note secured by said mortgage, said attorney named in mortgage filed in this Honorable Court his order to docket suit to foreclose said mortgage, accompanied by the said mortgage, his sworn statement as to the mortgage indebtedness and his bond given to the State of Maryland, executed by himself and the Aetna Casualty and Surety Company, a body corporate, duly authorized by its charter to become sole surety on bonds of this character as surety in the full and just sum of One Million Dollars (\$1,000,000.00) 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 Star Democrat, 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, said attorney named in mortgage did attend on the property located in Castle Marina Subdivision Chester, Queen Anne's County, Maryland, at the hour of 1 O'Clock P.M., Eastern Daylight Time, on Friday, 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 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 PHILIP E. PRICE, FOR HIMSELF AND AS AGENT FOR H. THOMAS PRICE, and HELEN D. PRICE, they being the highest bidder therefore at and for the sum of Six Hundred Fifty Thousand Dollars (\$650,000.00).

11/16

Mr. Smith said Amended Order nisi did not have to be issued
True

The purchasers are the holders of the first mortgage being foreclosed and as such they are due the proceeds from the sale of said property. Therefore, this attorney is confident that they will comply with the terms of sale and no down payment or security has been required.

The purchaser's affidavit required by the Maryland Rules, Certificate of the Auctioneer, and Certificate of the Advertisement of Sale are attached hereto.

Respectfully submitted,

Charles E. Smith
Charles E. Smith

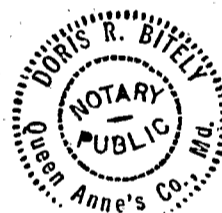
STATE OF MARYLAND

QUEEN ANNE'S COUNTY

to wit:

I HEREBY CERTIFY, That on this 16th day of November, 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 foregoing Amended 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 20, 1979, and that the status of the party mentioned in said Affidavit is the same as it was on the date of the filing of said Affidavit.



Doris R. Bately
NOTARY PUBLIC
My Commission Expires: 7/01/82

RECORDED
CLERK OF COURT
1979 NOV 16 AM 10 39
QUEEN ANNE'S COUNTY

CHARLES E. SMITH
Attorney Named in the
Mortgage

Plaintiff

vs.

CASTLE MARINA PARTNERSHIP,

Defendant

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IN THE

CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

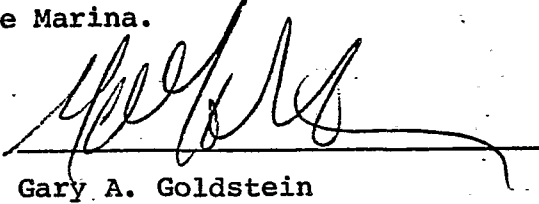
Equity No. 6469

* * *

LINE

Mr. Clerk:

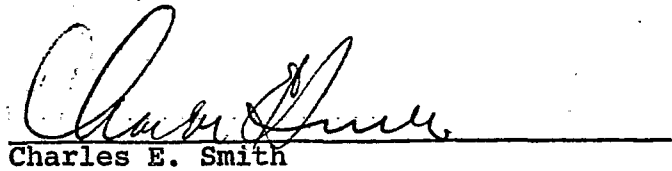
Please Dismiss the Objection to the Ratification
of Sale previously filed in these proceedings by Stanley
Shuart and James Evans t/a Castle Marina.



Gary A. Goldstein

Service admitted this 15th day of November, 1979.

RECEIVED
CLERK, CIRCUIT COURT
1979 NOV 16 AM 10:39
QUEEN ANNE'S COUNTY



Charles E. Smith

OFFICE OF

The Star-Democrat

Easton, Md.

RECEIVED
CLERK, CIRCUIT COURT
1979 NOV 16 AM 10:39
QUEEN ANNE'S COUNTY

This is to certify that the annexed

Order Nisi

in the case of

Charles Smith Attorney

vs.

Castle Marina Partnership

H03

was published in THE STAR-DEMOCRAT, one of the news-
and Queen Anne's
papers printed and published in Talbot/county once in

each of three successive weeks beginning
the 31 day of Oct A.D. 19 79

THE EASTON PUBLISHING COMPANY

Publishers of THE STAR-DEMOCRAT

Per Nancy J Gregory

ORDER NISI
ON SALE
CHARLES E. SMITH
Attorney

vs.
CASTLE MARINA
PARTNERSHIP
IN THE
CIRCUIT COURT
FOR QUEEN ANNE'S
COUNTY
IN EQUITY

CAUSE NO. 6469
ORDERED, this 29th day
of October, 1979, that the
sale of the real property,
made and reported in this
cause by Charles E. Smith,
Attorney named in
Mortgage, be ratified and
confirmed, on or after the
30th 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 23rd day of
November, 1979.

The report states the
amount of sales to be
\$1,000,000.00.

Marguerite W. Mankin,
Clerk

Filed October 29, 1979
True Copy, Test:

Marguerite W. Mankin

Clerk
By: Betty M. Comegys
Deputy Clerk

H0310-31,11-7,14

OFFICE OF
The Star-Democrat

Easton, Md.

This is to certify that the annexed

Attorneys Sale

in the case of
Charles E. Smith

vs.

Castle Marina

G35
was published in THE STAR-DEMOCRAT, one of the news-
papers printed and published in Talbot county once in
each of 3 successive weeks beginning
the 10th day of October A.D. 19 79
and Queen Anne's County

THE EASTON PUBLISHING COMPANY

Publishers of THE STAR-DEMOCRAT
This legal ran 10-10, 10-17, 10-24

Per Nancy S. Gregory

Duplicate 11-20-79

Attorney's Sale
of
Valuable Commercial
Real Estate
In Chester, Md.

Under and by virtue of the power of sale contained in a mortgage from Castle Marina Partnership, a Maryland Partnership, to H. Thomas Price, Phillip E. Price, and Helen D. Price, dated June 11, 1976, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 108, folio 85, default having occurred in the terms of said mortgage, the undersigned attorney, being named in said mortgage for foreclosure, will offer at public auction on the premises, located in Castle Marina Subdivision, Chester, Queen Anne's County, Maryland, and known as "Castle Marina," at the hour of 1 o'clock p.m. Daylight Savings Time on

October 26, 1979

the following real estate, to wit:

ALL that tract or parcel of land situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, and described as follows, to wit:

BEGINNING for the same on the northeast right-of-way line of Tackle Circle 220 feet more or less from the northernmost right-of-way line of Anchor Lane shown on a Plat of Castle Marina Section I recorded among the Land Records of Queen Anne's County, Maryland, in Plat Book T.S.P. 1, folio 81, and running thence binding along the said northeast right-of-way line of Tackle Circle in a southeasterly direction 130 feet more or less by the arc of a curve to the right having a radius of 369.39 feet, thence South 26 degrees 30'00" East, 50.00 feet to a fillet curve connecting the northeastern right-of-way line of Tackle Circle with the northernmost right-of-way line of Anchor Lane, thence 39.27 feet by said fillet curve to the left having a radius of 25.00 feet, thence binding along the said northern right-of-way line of Anchor Lane 220 feet more or less by a curve to the right having a radius of 500.00 feet to a point radially opposite the end of the bulkhead at the southernmost corner of Basin No. 1, thence leaving Anchor Lane in a northerly direction 40 feet more or less to said end of bulkhead, thence binding along the face of the southwesternmost bulkhead of Basin No.

[Faint, mostly illegible text, possibly a deed or legal notice, with some words like 'TO HAVE AND TO HOLD' and 'TO THE USE OF' visible.]

1,33 feet more or less to a point determined by a southwest projection of a line drawn 30 feet southeast of the ends of the four main piers in Basin No. 1; thence binding along said line in the waters of Basin No. 1 in a northeast direction 1,000 feet more or less to intersect a line drawn 30 feet east of and parallel to the Gas Pier, thence binding along said line parallel to the Gas Pier in a northerly direction 220 feet more or less to a point normal to the northern end of said Gas Pier, thence North 01 degrees 15'00" West 420 ft. more or less to a point on the easterly projection of a line drawn 55 feet north of the north Bulkhead of Basin No. 2, thence binding along said line in a westerly direction 1,130 feet more or less to a point opposite a projection of the west edge of a macadam road linking the northwest corner of Basin No. 2 to the westernmost corner of Basin No. 1, thence in a southerly direction binding along the meanders of the westernmost edge of said macadam road 360 feet more or less to the northernmost edge of a macadam road along the northwest side of Basin No. 1, thence across said last mentioned road in a southeasterly direction 60 feet more or less to a point on the northeast side or a macadam drive parallel to and southwest of the southwest Bulkhead of Basin No. 1 said point also being formed by a southwest projection of the northwest bulkhead of Basin No. 1, thence binding southeasterly direction 150 feet more or less to a point formed by a northeasterly projection of the southeast side of a macadam drive southeast of the Club House leading to Tackle Circle thence binding along said line of a southeasterly direction 200 feet more or less to the place of beginning.

BEING all the same land conveyed unto James A. Evans and Stanley R. Shuart, trading as Castle Marina Partnership, by deed dated June 11, 1976, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 103, folio 85.

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.

ALSO TOGETHER with 69 covered boat slips; approximately 230 open boat slips; gas dock; ships store; general offices; repair shop, approximately 160 feet by 50 feet; boat sales office; indoor olympic size pool and indoor boat storage.

TERMS OF SALE: Purchaser shall be required to deposit the sum of one hundred thousand dollars (\$100,000.00) in the form of a cashier's check or certified check on the day of sale. Prior to bidding, prospective purchasers shall submit to auctioneer and attorney named in mortgage evidence of required deposit. The balance of the purchase money, together with interest thereon at the rate of ten per centum (10%) per annum from the date the audit is filed until the date of settlement, shall be paid at the time of settlement which shall be held on or before ten (10) days after the date of final ratification of said sale by the Circuit Court of Queen Anne's County. Time being of the essence. Taxes and all other assessments shall 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 purchaser.

At the time and place of sale, the purchaser(s) will be required to make affidavit as required by rule BRCh3 of the Maryland Rules of Procedure.

Charles E. Smith
Attorney named in mortgage
Telephone 261-327-7359


Joseph J. Jackson, Jr.
Auctioneer

G3510-10.17.24

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ATTORNEY	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
CASTLE MARINA PARTNERSHIP	*	IN EQUITY
MORTGAGOR	*	CHANCERY NO. 6469
	*	

FINAL ORDER OF RATIFICATION OF SALE

IT IS ORDERED, by the Circuit Court for Queen Anne's County, that the sale of the real estate made and reported in this cause by Charles E. Smith, Attorney named in Mortgage, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice thereof appears to have been given as required by the preceding Order Nisi; and the said attorney named in Mortgage is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers therefor to the Auditor.

Dated: November 30, 1979 
JUDGE

RECEIVED
 CLERK OF COURT
 1979 DEC -3 AM 9:32
 QUEEN ANNE'S COUNTY

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ATTORNEY	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
CASTLE MARINA PARTNERSHIP	*	IN EQUITY
MORTGAGOR	*	NO. 6469
	* * *	

TO THE HONORABLE, THE JUDGE OF SAID COURT:

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

1. That this account is stated at the request of Charles E. Smith, Attorney named in mortgage, wherein it appears that the proceeds of sale are insufficient to pay the expenses of the sale and the mortgage debt.

2. That in the within account, Charles E. Smith, Attorney named in mortgage, 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 fee and expenses of your auditor, and the balance was distributed to the mortgagee.

Respectfully submitted,

J. Thomas Clark
 J. Thomas Clark
 Auditor

April 24, 1980

RECORDED
 1980 APR 24 PM 11:10
 QUEEN ANNE'S COUNTY

CAUSE NO. 6469

The proceeds of the sale of land reported in this cause, in account with Charles E. Smith, Attorney named in 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:-----\$650,000.00

Interest to date of purchase----- 6,767.12
\$656,767.12

Dr.

To Charles E. Smith, Attorney named in mortgage (and vendor), per terms of mortgage to wit:
1-His commissions for making sale-----waived
2-His fee for his services-----\$2,500.00 \$ 2,500.00

To do, for an amount paid Marguerite W. Mankin, Clerk, for Court Costs, per receipt exhibited, to wit:----- 184.00

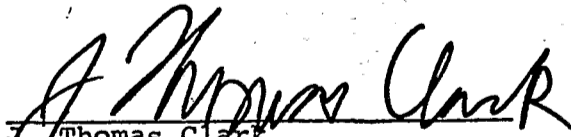
To do, for an amount paid Joseph Jackson, Auctioneer, for crying said sale on October 26, 1979, per rules of Court, the sum of ----- 200.00

To do, for amount paid Star Democrat per its receipts exhibited, to wit:
1-For publishing Notice of Sale---- 428.25
2-Order Nisi of Sale----- 50.70 478.95

To do, for amount paid A.S. Abell Company, Publisher, advertising sale, per attached receipt 145.80

To do, for amount paid U.S. Post Office for certified mail, notice to mortgagors, per its receipts exhibited, to wit:----- 1.40

Date: April 24, 1980


J. Thomas Clark
Auditor

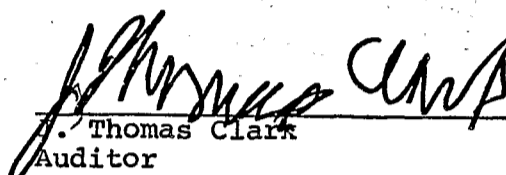
To J. Thomas Clark, Auditor, as follows:

1-His fee for stating audit-----	\$45.00	
2-His expenses involved in stating audit and notifying parties	<u>10.00</u>	\$ 55.00

To do, amount deducted at settlement for unpaid real estate taxes, per attached settlement sheet		8,923.58
--	--	----------

To H. Thomas Price, Phillip E. Price and Helen D. Price, balance of proceeds for payment on mortgage indebtedness		<u>644,278.39</u> \$656,767.12
--	--	-----------------------------------

Date: April 24, 1980



J. Thomas Clark
Auditor

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ATTORNEY	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
CASTLE MARINA PARTNERSHIP	*	IN EQUITY
MORTGAGOR	*	NO. 6469

* * *

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on April 24, 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:


Phillip E. Price, H. Thomas Price
and Helen D. Price
Castle Marina
Chester, MD 21619

Charles E. Smith
Attorney
Grasonville, MD 21638

Castle Marina Partnership
Castle Marina
Chester, MD 21619

1980 APR 24 PM 1:10
CLERK OF THE COURT
QUEEN ANNE'S COUNTY

Pursuant to Rule 12d, Rules of the Second Judicial Circuit of Maryland, a copy of the audit duly certified by the undersigned, was mailed to each of the above named persons at the above stated addresses, and pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on April 24, 1980, with the Clerk of the Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before May 9, 1980, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on May 12, 1980.


J. Thomas Clark
Auditor

April 24, 1980

CHARLES E. SMITH
Attorney named in Mortgage

vs.

CASTLE MARINA PARTNERSHIP

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
No. 6469

NISI RATIFICATION OF AUDIT

ORDERED this 24th day of April, 1980,
that the report and account filed in these proceedings by _____
J. Thomas Clark, Auditor, be ratified on or after the
12th day of May, 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 April 24, 1980

CHARLES E. SMITH, Attorney

vs.

CASTLE MARINA PARTNERSHIP

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
No. 6469

FINAL RATIFICATION OF AUDIT

ORDERED this 12th day of May, 1980,
by the Court that the account of the Auditor is finally ratified and
confirmed, and Charles E. Smith, Attorney, ~~Resigned/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 May 12, 1980

IN THE MATTER
OF THE
DEED OF TRUST OF
ANTHONY O. HOWELL and
SUSAN A. HOWELL, his wife

* IN THE CIRCUIT COURT
* FOR
* QUEEN'S ANNE'S COUNTY
* No. 6579 Equity
*

* * * * *

ORDER TO DOCKET

JAN 23-80 * 27653 ****50 00
JAN 23-80 A 27653 ****50 00

Clerk:

Please docket this case and file the original Deed of Trust,
Statement of Debt, and Military Affidavit, and a copy of the Note.

Benjamin Michaelson, Jr.

Benjamin Michaelson, Jr.
Trustee
215 Main Street, P.O. Box 11
Annapolis, Maryland 21404
267-8178

LAW OFFICES BENJAMIN MICHAELSON, JR., P.A., ANNAPOLIS, MARYLAND 21404

FILED
JAN 23 1980
QUEEN ANNE'S COUNTY

DOCUMENT NO. 93524

DEED OF TRUST

2-1523

/PURCHASE MONEY

THIS DEED OF TRUST is made this 7th day of June 1978, among the Grantor, ANTHONY O. HOWELL and SUSAN A. HOWELL, his wife (herein "Borrower"), Samuel M. Ivrey, Benjamin Michaelson, Jr. (herein "Trustees"), and the Beneficiary, Annapolis Federal Savings & Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is Main and Francis Streets, Annapolis, Maryland 21404 (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, Third District, State of Maryland:

All that parcel of ground situate in the Third Assessment District of Queen Anne's County, described as follows:

BEGINNING for the same with the point of intersection of the division line between the lands of William Kanouse (see Liber CWC 84, folio 143) and the herein described lands with the centerline of Maryland Route 309, as shown on a plat attached hereto and intended to be recorded herewith; thence leaving said beginning point so fixed and binding on the aforesaid centerline, South 34° 59' 07" east 108.00 feet to a point; thence leaving said point and said centerline and binding on the division line between the lands of William E. Taylor (see Liber CWC 105, folio 396) and the herein described lands, South 49° 01' 17" West 180.00 feet to an iron pipe set, passing in transit an iron pipe set 25.06 feet from the beginning thereof; thence leaving said iron pipe and binding on the division line between the lands of Dolly Taylor (see Par. 2, Liber TSP 8, folio 304) and the herein described lands, North 36° 32' 17" West 115.00 feet to an iron pipe found; thence leaving said iron pipe and binding on the first mentioned division line between the lands of William Kanouse and the herein described lands, North 51° 17' 47" East 182.52 feet to the place of beginning, passing in transit an iron pipe found 158.32 feet from the beginning thereof. Containing in all 0.463 acres of land, more or less, as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in May of 1978.

BEING the same property conveyed to the within named Grantors, Anthony O. Howell and Susan A. Howell, his wife, by deed of even date from Edward Lee Greenwood and Beverly Kaye Greenwood, his wife and recorded or intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto.

SUBJECT to Right of way easement between Mrs. Dorothy L. Foster and William Dorsey Foster, Jr., and Choptank Electric Cooperative, Inc., dated May 13, 1945 and recorded as aforesaid in Liber ASG Jr. 13, folio 155, as to poles, wires, etc.; Right of way agreements between W. D. Foster and Mae L. Foster, and Choptank Electric Cooperative, Inc., both dated October 18, 1944 and one recorded in Liber ASG Jr. 13, folio 15 other recorded in Liber ASG Jr. 13, folio 158, as to poles, wires, etc.; Right of way easement between William D. Foster and Mae L. Foster and Choptank Cooperative, Inc., dated January 15, 1951 and recorded in Liber NBW 8, folio 353, as to poles, wires, etc. (CONT. PAGE 2A)

which has the address of Centreville, Maryland 21617 (herein "Property Address");

TOGETHER with all the improvements now or hereafter created 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 7, 1978 (\$17,200.00) (herein "Note"), in the principal sum of Seventeen Thousand Two Hundred and No/100 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 1, 1998; 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.

DEED OF TRUST
HOWELL
PAGE 2A

AND SUBJECT to Affect of the following deeds to the State Roads Commission:
Liber NBW 8, folio 454; Liber BHT 11, folio 225; Liber NBW 1, folio 352;
Liber NBW 1, folio 501; and Liber NBW 1, folio 503; Deed between William D.
Foster, Jr. and Dorothy Foster, his wife and County Commissioners of
Queen Anne's County recorded as aforesaid in Liber TSP 37, folio 16.

RECEIVED
CLERK. CIRCA 1978

1978 JUN -9 PM 2:37

QUEEN ANNE'S COUNTY

JUN -9-78 * 25467 *****22.00

JUN -9-78 A #25467 *****22.00

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.

24. One Trustee may act on behalf of Lender in the event of foreclosure.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Anthony O. Howell (Seal)
ANTHONY O. HOWELL
-Borrower

Susan A. Howell (Seal)
SUSAN A. HOWELL
-Borrower

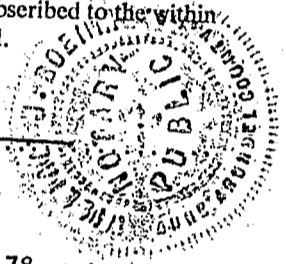
STATE OF MARYLAND, *Anne Arundel* County ss:

I Hereby Certify, That on this *8th* day of *June*, 19*78*, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared *Anthony O. Howell and Susan A. Howell, 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 *he* executed the same for the purposes therein contained.

AS WITNESS: my hand and notarial seal.

My Commission expires:
July 1, 1978

William J. Boel
Notary Public



STATE OF *Maryland* County ss: *Anne Arundel*

I Hereby Certify, That on this *7th* day of *June*, 19*78*, before me, the subscriber, a Notary Public of the State of *Maryland* and for the County aforesaid personally appeared *Benjamin Michaelson, Jr., Trustee*, 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.

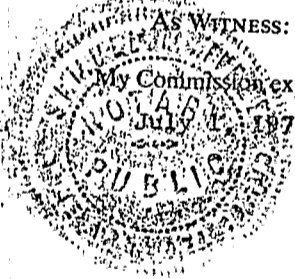
My Commission expires:
July 1, 1978

Samuel M. Ivrey
Samuel M. Ivrey, Notary Public

THIS IS TO CERTIFY THAT THE WITHIN INSTRUMENT HAS BEEN PREPARED UNDER THE SUPERVISION OF SAMUEL M. IVREY, AN ATTORNEY DULY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND.

Samuel M. Ivrey

(Space Below This Line Reserved For Lender and Recorder)



IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
DEED OF TRUST OF	*	FOR
ANTHONY O. HOWELL and	*	QUEEN'S ANNE'S COUNTY
SUSAN A. HOWELL, his wife	*	No. 6579 Equity
* * *	*	* * *

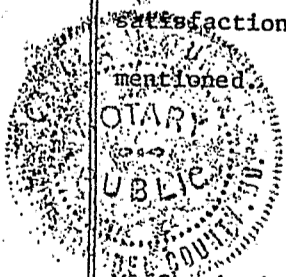
STATEMENT OF DEBT

Statement of debt owed Annapolis Federal Savings and Loan Association, under a Note to the said Association secured by a Deed of Trust, dated June 7, 1978, from Anthony O. Howell and Susan A. Howell, his wife, to Samuel M. Ivrey and Benjamin Michaelson, Jr., Trustees, and recorded among the Land Records of Queen Anne's County in Liber 136, folio 154, said Note being in default.

Principal Balance Due	\$16,830.54
Interest, through 2/8/80 (date of sale)	552.22
Less Escrow Balance	<u>(12.42)</u>
TOTAL DUE	\$17,370.34
Interest Per Diem after 2/8/80	\$ 4.32

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 21 day of January, 1980, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Charles L. Richards, President of Annapolis Federal Savings and Loan Association, 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.



Carole M. Turner
 Carole M. Turner, Notary Public

My Commission Expires 7/1/82.

LAW OFFICES BENJAMIN MICHAELSON, JR., P.A., ANNAPOLIS, MARYLAND 21404

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
DEED OF TRUST OF	*	FOR
ANTHONY O. HOWELL and	*	QUEEN ANNE'S COUNTY
SUSAN A. HOWELL, his wife	*	No. 6579 Equity
* * *	*	* * *

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared CHARLES L. RICHARDS, President of Annapolis Federal Savings and Loan Association, and he 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 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 21 day of January, 1980.

Carole M. Turner
Carole M. Turner, Notary Public



LAW OFFICES BENJAMIN MICHAELSON, JR., P.A., ANNAPOLIS, MARYLAND 21404

NOTE

US \$ 17,200.00

Annapolis, Maryland
City

June 7, 1978

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay ANNAPOLIS FEDERAL SAVINGS & LOAN ASSOCIATION, or order, the principal sum of Seventeen Thousand Two Hundred and No/100 (\$17,200.00) Dollars, with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of Nine and one quarter (9 1/4) percent per annum. Principal and interest shall be payable at any location of ANNAPOLIS FEDERAL SAVINGS & LOAN ASSOCIATION, or such other place as the Note holder may designate, in consecutive monthly installments of One Hundred Fifty-seven and 54/100 Dollars (US \$ 157.54) on the First day of each month beginning August 1, 1978. 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 July 1, 1998.

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 4% 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 June 7, 1978, and reference is made to the Deed of Trust for rights as to acceleration of the indebtedness evidenced by this Note.

Trsd.
Weepta
.....

Anthony O. Howell (Seal)
ANTHONY O. HOWELL

Susan A. Howell (Seal)
SUSAN A. HOWELL

Centreville, Maryland 21617
Property Address

..... (Seal)
(Execute Original Only)

LIBER 12 PAGE 200

Fidelity and Deposit Company

Equity # 6579

HOME OFFICE

OF MARYLAND

BALTIMORE, MD. 21203

KNOW ALL MEN BY THESE PRESENTS:

That we, I, BENJAMIN MICHAELSON, JR., TRUSTEE

as Principal,
and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws
of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and
just sum of TWENTY-ONE THOUSAND AND NO/100 (\$21,000.00)

Dollars,
to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we
bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns
jointly and severally, firmly by these presents.

Sealed with our seals and dated this 1st day of February
in the year of our Lord 1980

Whereas, the above bounden BENJAMIN MICHAELSON, JR., TRUSTEE,

by virtue of the power contained in a Deed of Trust mortgage from Anthony O. Howell and Susan A. Howell,
his wife,

to Annapolis Federal Savings and Loan Association

bearing date the 7th day of June, 1978 and recorded

among the mortgage records of Queen Anne's County

in Liber MWM No. 155 Folio 738 and

BENJAMIN MICHAELSON, JR., TRUSTEE

is about to sell the land and premises described in said Deed of Trust 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
BENJAMIN MICHAELSON, JR., TRUSTEE

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 BENJAMIN MICHAELSON, JR., TRUSTEE

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:

Carole M. Turner
Carole M. Turner

Benjamin Michaelson, Jr. (SEAL)
Benjamin Michaelson, Jr.

Witness:

Carole M. Turner
Carole M. Turner

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Benjamin Michaelson, Jr. (SEAL)
Benjamin Michaelson, Jr. Attorney-in-Fact

J3228(MD)-500, 11-75 199488
Formerly MD3228a
Mortgagee's or Attorney's Bond

CERTIFIED COPY OF POWER OF
ATTORNEY ATTACHED

PROPERTY ADDRESS AND PHONE NO. 2-8-80

2 070

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

I HEREBY CERTIFY, that the foregoing is truly taken and copies from
Liber CWC No. 2, folio 379, 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 February, 1980.

Marquesite W. Mankin
CLERK OF THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY

CLERK

IN THE MATTER OF THE	1980 FEB 22	* 9 23	IN THE CIRCUIT COURT
DEED OF TRUST OF	QUEEN ANNE'S COUNTY		FOR
ANTHONY O. HOWELL and	*		QUEEN ANNE'S COUNTY
SUSAN A. HOWELL, his wife	*		NO. 6,579 EQUITY
* * *	* * *		* * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

This Report of Benjamin Michaelson, Jr., Trustee, filed in these proceedings to foreclose upon a Deed of Trust from Anthony O. Howell and Susan A. Howell, His wife, to Samuel M. Ivrey and Benjamin Michaelson, Jr., Trustees, securing an indebtedness to Annapolis Federal Savings and Loan Association, the Trustee having been authorized to make sale of the property therein mentioned in the event of default respectfully shows:

LAW OFFICES BENJAMIN MICHAELSON, JR., P.A., ANNAPOLIS, MARYLAND 21404

That the said indebtedness, being in default, having given bond with surety which was duly approved, and having given the requisite notice of time, place, manner, and terms of sale by advertisement in the Star Democrat, a newspaper printed and published in Queen Anne's County State of Maryland, he did, pursuant to said notice of sale, attend in person at the Courthouse Door in Centreville, Queen Anne's County, State of Maryland, on Friday, February 8, 1980 at 11:00 a.m., the time and place mentioned in said advertisement, and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in the said Deed of Trust, to wit:

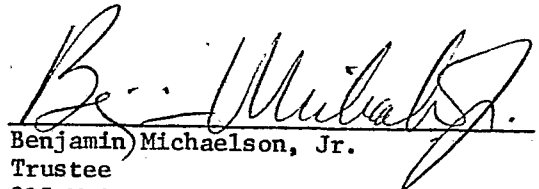
ALL THAT PARCEL OF GROUND situated in the Third Assessment District of Queen Anne's County, described as follows: Beginning for the same with the point of intersection of the division line between the lands of William Kanouse (see Liber CWC 84, folio 143) and the herein described lands with the centerline of Maryland Route 309, as shown on a plat attached hereto and intended to be recorded herewith; thence leaving said beginning point so fixed and binding on the aforesaid centerline, South 34° 59' 07" East 108.00 feet to a point; thence leaving said point and said centerline and binding on the division line between the lands of William E. Taylor (see Liber CWC 105, folio 396) and the herein described lands, South 49° 01' 17" West 180.00 feet to an iron pipe set, passing in transit an iron pipe set 25.06 feet from the beginning thereof; thence leaving said

iron pipe and binding on the division line between the lands of Dolly Taylor (see Par. 2, Liber TSP8, folio 304) and the herein described lands, North 36° 32' 17" West 115.00 feet to an iron pipe found; thence leaving said iron pipe and binding on the first mentioned division line between the lands of William Kanouse and the herein described lands, North 51° 17' 47" East 182.52 feet to the place of beginning, passing in transit an iron pipe found 158.32 feet from the beginning thereof. Containing in all 0.463 acres of land, more or less, as surveyed by J.R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in May of 1978.

Said property being sold to Annapolis Federal Savings and Loan Association, a body corporate, at and for the sum of Nineteen Thousand Three Hundred Dollars (\$19,300.00), it being at that price then and there, the highest bidder therefor.

The said purchaser has agreed to comply with the terms of sale. The Contract of Sale, Affidavit of the Auctioneer, Affidavit of Purchaser, Affidavit of Notice, Certificate of Publication, and the Report of Sale are filed herewith, all of which are respectfully submitted.

AND AS IN DUTY BOUND, ETC.



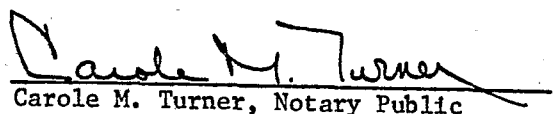
Benjamin Michaelson, Jr.
Trustee
215 Main Street, P. O. Box 11
Annapolis, Maryland 21404
267-8178

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 15 day of February, 1980, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Benjamin Michaelson, Jr., as aforesaid, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale was fairly made.

As witness my hand and Notarial Seal.




Carole M. Turner, Notary Public

CONTRACT OF SALE

I/WE HEREBY AGREE to purchase property set forth in an advertisement of foreclosure in Star Democrat, designated as 0.463 Acres lying in Third District, Queen Anne's County; Starr, Maryland, being the property assessed in the name of Anthony O. Howell and Susan A. Howell, his wife, at and for the sum of Nineteen Thousand Three Hundred Dollars (\$ 19,300.⁰⁰), and agree to comply with the terms of sale as set forth in said advertisement of foreclosure sale.

Annapolis Federal Savings and Loan Association

By [Signature] (SEAL)
Purchaser

[Signature]
Witness

Purchaser (SEAL)

I HEREBY CERTIFY that on this 8th day of February, 1980, I sold the property hereinabove described, subject to the terms of sale set forth in said advertisement of foreclosure sale, at and for the sum of \$19,300.⁰⁰, and received \$ 1,700.⁰⁰ as a deposit of said purchase price.

[Signature]
Witness

[Signature] (SEAL)
Benjamin Michaelson, Jr.

LAW OFFICES BENJAMIN MICHAELSON, JR., P.A., ANNAPOLIS, MARYLAND 21404

CLEARED
13:0 FEB 22 AM 9:33
QUEEN ANNE'S COUNTY

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
DEED OF TRUST OF	*	FOR
ANTHONY O. HOWELL and	*	QUEEN ANNE'S COUNTY
SUSAN A. HOWELL, his wife	*	NO. 6,579 EQUITY
* * *	*	* * *

AFFIDAVIT OF PURCHASER

I HEREBY CERTIFY that on this 8th day of February, 1980, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Howard Benton of Annapolis Federal Savings and Loan Assoc. Purchaser of 0.463 Acres lying in Third District, Queen Anne's County, Starr, Maryland, at and for the sum of Nineteen Thousand Three Hundred Dollars (\$19,300.00) at the public sale mentioned in these proceedings, and made oath in due form of law as follows:

- (1) That said Purchaser agrees to comply with the terms of sale as set forth in the advertisement of said sale.
- (2) That he is acting for himself and not as agent for any other persons.
- (3) That there are no other persons who are interested as principals.
- (4) That said Purchaser has not directly or indirectly discouraged anyone from bidding at the time of the said sale.

AND the said Affiant further made oath in due form of law that the matters and facts set forth above are true to the best of his knowledge, information and belief.

LAW OFFICES BENJAMIN MICHAELSON, JR., P.A., ANNAPOLIS, MARYLAND 21404

AS WITNESS my hand and Notarial Seal.



Carole M. Turner
Carole M. Turner, Notary Public

REC'D FEB 22 AM 9:33
QUEEN ANNE'S COUNTY

IN THE MATTER OF THE * IN THE CIRCUIT COURT
 DEED OF TRUST OF * FOR
 ANTHONY O. HOWELL and * QUEEN ANNE'S COUNTY
 SUSAN A. HOWELL, his wife * NO. 6,579 EQUITY
 * * * * *

AFFIDAVIT OF NOTICE

THIS IS TO CERTIFY that notices by certified mail of the time, place and terms of sale were sent to the mortgagors at their last known address within the time specified by Maryland Rules of Procedure Rule W 74(a) 2(c), as evidenced by the return receipt attached hereto.

Benjamin Michaelson, Jr.
 Benjamin Michaelson, Jr., Trustee

Subscribed and sworn to before me, a Notary Public of Anne Arundel County, State of Maryland, this 15 day of February, 1980.



Carole M. Turner
 Carole M. Turner, Notary Public

My Commission Expires: 7/1/82

ANNE ARUNDEL COUNTY
 FEB 22 1980

PS Form 3811, April 1977

#161

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 45¢
 Show to whom and date delivered.
 RESTRICTED DELIVERY ¢
 (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
 Susan A. Howell
 Route 3
 Starr, Maryland

3. ARTICLE DESCRIPTION: REGISTERED NO. 21617 CERTIFIED NO. 6140066 INSURED NO. _____
 (Always obtain signature of addressee or agent)

4. SIGNATURE Addressee Authorized agent
Susan A. Howell

DATE OF DELIVERY: 2/2/80

5. ADDRESS (Complete only if requested):
 POST OFFICE
 21080
 U.S.A.

6. UNABLE TO DELIVER BECAUSE: _____

CLERK'S INITIALS: _____

STARPO: 1977-0-249-555

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

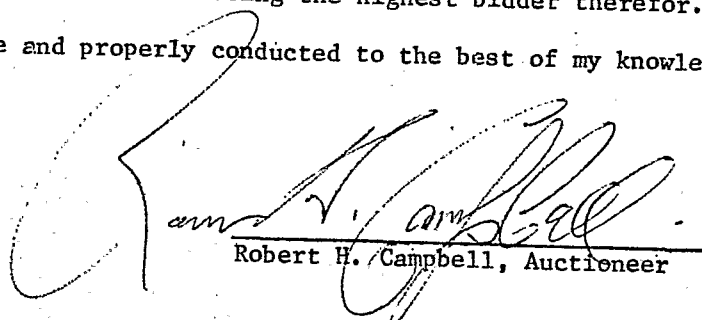
IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
DEED OF TRUST OF	*	FOR
ANTHONY O. HOWELL and	*	QUEEN ANNE'S COUNTY
SUSAN A. HOWELL, his wife	*	NO. 6,579 EQUITY
* * *	*	* * *

AUCTIONEER'S AFFIDAVIT

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

I HEREBY CERTIFY that I acted as Auctioneer in the sale of the property in the above-entitled case, and I attended the sale on February 8, 1980, at eleven o'clock a.m. at the Courthouse Door in Centreville, Maryland. The property was sold as follows:

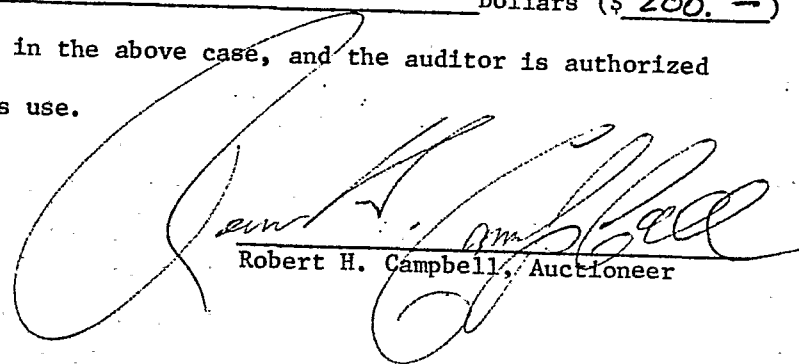
0.463 Acres lying in Third District, Queen Anne's County, Starr, Maryland, to Annapolis Federal Savings and Loan Assoc. Purchaser, at and for the sum of Nineteen Thousand Three Hundred Dollars (\$ 19,300.⁰⁰), said Purchaser being the highest bidder therefor. The sale was fairly made and properly conducted to the best of my knowledge and belief.


 Robert H. Campbell, Auctioneer

LAW OFFICES BENJAMIN MICHAELSON, JR., P.A., ANNAPOLIS, MARYLAND 21404

Received of Benjamin Michaelson, Jr., Assignee, the sum of Two Hundred Dollars (\$ 200.⁰⁰)

as the auctioneer's fee in the above case, and the auditor is authorized to audit this fee to his use.


 Robert H. Campbell, Auctioneer

REC'D
 1980 FEB 22 AM 9 32
 QUEEN ANNE'S COUNTY

OFFICE OF
The Star-Democrat

Easton, Md.

This is to certify that the annexed

Trustee's Sale

in the case of

Friday, FEB 8, 1980

vs.

Benjamin Michaelson, Jr.
Trustee. I78

was published in THE STAR-DEMOCRAT, one of the news-
papers printed and published in Talbot county once in
each of three successive weeks beginning
the 24th day of Jan. A.D. 19 80
THE EASTON PUBLISHING COMPANY
Publishers of THE STAR-DEMOCRAT

Per Nancy S. Gregory

CLERK
1980 FEB 22 AM 9:33
QUEEN ANNE'S COUNTY

LAW OFFICES
Benjamin Michaelson, Jr. P.A.
215 Main Street, P.O. Box 11
Annapolis, Maryland 21404

Trustee's Sale

of Valuable
Improved Real Estate
on Md. Route 309
Starr (Near Centreville)
Queen Anne's County, Maryland

Under and by virtue of the power of sale contained in a certain Deed of Trust from Anthony O. Howell and Susan A. Howell, his wife, to the Trustees named therein, dated June 7, 1978 and recorded among the Land Records of Queen Anne's County in Liber 136, folio 154, default as defined in said Deed of Trust having occurred, and at the request of the parties secured thereby, the undersigned Trustee will offer for sale at public auction at the COURTHOUSE DOOR, CENTREVILLE, MARYLAND ON:

Friday, Feb. 8, 1980
at 11:00 a.m.

ALL THAT PARCEL OF GROUND situated in the Third Assessment District for Queen Anne's County, described as Follows:

BEGINNING for the same with the point of intersection of the division line between the lands of William Kanouse (see Liber CWC 84, folio 143) and the herein described lands with the centerline of Maryland Route 309, as shown on a plat attached hereto and intended to be recorded herewith; thence leaving said beginning point so fixed and binding on the aforesaid centerline, South 34 degrees 59 minutes 07 seconds east 108.00 feet to a point; thence leaving said point and said centerline and binding on the division line between the lands of William E. Taylor (see Liber CWC 105, folio 396) and the herein described lands, South 49 degrees 01 minutes 17 seconds West 180.00 feet to an iron pipe set, passing in transit an iron pipe set 25.06 feet from the beginning thereof; thence leaving said iron pipe and binding on the division line between the lands of Dolly Taylor (see Par. 2, Liber TSP 8, folio 304) and the herein described lands, North 36 degrees 32 minutes 17 seconds West 115.00 feet to an iron pipe found; thence leaving said iron pipe and binding on the first mentioned division line between the lands of William Kanouse and the herein described lands, North 51 degrees 17 minutes 47 seconds East 182.52 feet to the place of beginning, passing in transit an iron pipe found 158.32 feet from the beginning thereof. Containing in all 0.463 acres of land, more or less, as surveyed by J.R. McCrone, Jr., Inc. Registered Professional Engineers and Land Surveyors in May of 1978.

THE SAID property being improved by a two-story farmhouse with concrete block foundation, aluminum & asbestos exterior walls, asphalt shingle roof, living room, country kitchen, family room, two bedrooms, one bath, gas fired space heating, and a detached two car garage.

TERMS OF SALE: A deposit of One Thousand Seven Hundred Dollars (\$1,700.00) will be required of the purchaser or purchasers, in the form of cash, certified check or cashier's check, on the day of sale, balance of the purchase money with interest thereon at the rate of Nine and One Quarter (9¼) percent per annum to be paid in cash within fifteen (15) days from the date of ratification of sale by the Circuit Court for Queen Anne's County, taxes and all other assessments to be adjusted to the day of sale. The cost of documentary stamps, transfer taxes, and all other settlement charges, to be borne by the purchaser. For further particulars, apply to:

BENJAMIN MICHAELSON, JR.
Trustee
Telephone: Annapolis 267-8178
Baltimore 269-6966
Washington 261-2889

ROBERT H. CAMPBELL & SONS, AUCTIONEERS.
I781-24,31,2-7

ORDER NISI ON SALE

IN THE MATTER OF THE
DEED OF TRUST OF
ANTHONY O. HOWELL AND
SUSAN A. HOWELL, HIS WIFE

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

Cause No. 6579

ORDERED, this 22nd day of February, 1980, that
the sale of the real property, made and reported in this cause by
Benjamin Michaelson, Jr., Trustee, be ratified and confirmed,
on or after the 24th day of March, 1980, unless
cause to the contrary thereof be previously shown; provided a copy of this order be inserted
in some newspaper published in Queen Anne's County, Maryland, once in each of three suc-
cessive weeks before the 17th day of March, 1980.

The report states the amount of sales to be \$ 19,300.00.

Marguerite H. Mankin Clerk

Filed February 22, 1980

IN THE MATTER OF
 THE DEED OF TRUST OF
 ANTHONY O. HOWELL AND
 SUSAN A. HOWELL, HIS WIFE

CLERK
 1980 MAR 21 AM 9:15
 1980 MAR 21 AM 9:15
 QUEEN ANNE'S COUNTY
 IN EQUITY
 CAUSE NO. 6579

EXCEPTIONS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Theodore P. Taylor and Dolly C. Taylor, his wife, by Howard Wood, their attorney, except to the ratification of the foreclosure sale in this cause and for grounds of their exceptions respectfully show:

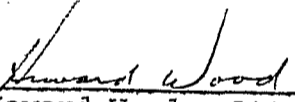
1. That your Exceptants are the contract purchasers from Annapolis Federal Savings and Loan Association, reported purchaser at the foreclosure sale of the real estate which is the subject of this proceeding, under a written contract dated March 3, 1980, of which one of the originals is filed herewith marked "Exceptants' Exhibit".

2. That before making the sale, the Vendor should have given notice of the time, place and terms thereof by advertisement in some newspaper published in Queen Anne's County where the property is located as required by Maryland Rule W74, Section a2(b); but in fact the Vendor gave said notice by advertisement in The Star Democrat, a newspaper "printed and published in Talbot County, Maryland", as appears by the Certificate of Publication of said notice filed herein on February 22, 1980.

Wherefore, your Exceptants pray your Honors to order a resale.

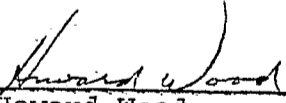
I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing Exceptions are true and correct.

Respectfully submitted,


 Howard Wood, Attorney for Exceptants
 119 Lawyers Row
 Centreville, Maryland 21617
 Telephone: 301-758-1460

on March 19, 1980

I HEREBY CERTIFY that I mailed copies of the foregoing Exceptions to the Vendor, Benjamin Michaelson, Jr., Esq., 215 Main Street, P.O. Box 11, Annapolis, Maryland 21404, and to the reported purchaser, Annapolis Federal Savings and Loan Association, Main and Francis Streets, Annapolis, Maryland 21404.


 Howard Wood

Standard Contract of Sale

This is a Legally Binding Contract;
If Not Understood, Seek Competent Advice.

EXCEPTANTS' EXHIBIT

This Agreement made this 3rd day of March 1980
by and between Annapolis Federal Savings & Loan Association Seller
and Theodore P. and Dolly G. Taylor Buyer.

Witness that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in Queen Anne's County, Maryland

Being: The former Anthony Howell property at Starr, consisting of home and adjacent metal garage, shown on Tax Map 61 as Parcel 105. This being the property acquired by Annapolis Federal Savings & Loan at foreclosure February 8, 1980.

at and for the price of Eighteen Thousand
Dollars (\$18,000.00)
of which Eighteen Hundred Dollars (\$1,800.00)
have been paid prior to the signing hereof by check/cash/note, and the balance to be paid as follows:.....

In cash at settlement, which shall be within 30 days after Court ratification of the foreclosure sale.

It is understood that this entire contract is dependent upon Court ratification of the foreclosure. Should the Court not ratify, this contract will be null and void and all deposits will be refunded.

AND upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer. Title to be good and merchantable, free of liens and encumbrances except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the sub-division in which the property is located, and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property, otherwise the aforesaid deposit money shall be refunded and this contract shall become null and void. In the event title to said premises proves unmarketable, no action or right of action, either at law or in equity shall accrue to either party to this contract, except for the return of the deposit money paid hereunder.

Ground rent, rent, water rent, taxes, (including Metropolitan District charges for sewer and water, if any) and all other public charges, on an annual basis, against the premises shall be apportioned as of date of settlement, at which time possession shall be given unless otherwise agreed upon herein, and the said parties hereto hereby bind themselves, their heirs, executors, administrators, successors and assigns, for the faithful performance of this agreement.

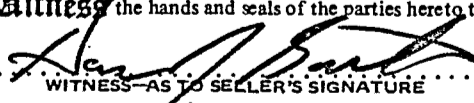

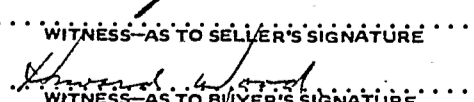
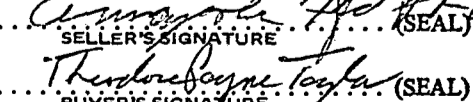
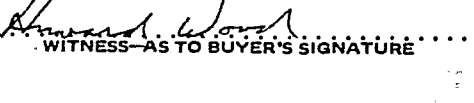



The herein described property is to be held at the risk of the Seller until legal title has passed or possession has been given. It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and shall continue said insurance in force during the life of this contract.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement. Cost of all documentary stamps, required by law, recordation tax and transfer tax, where required by law, shall be ~~paid equally between the parties hereto~~ paid by Buyers.

The Seller recognizes Grenadier Realty Co. Realtor, as the listing broker negotiating this contract and agrees to pay said Realtor a brokerage fee for services rendered amounting to ~~seven (7)~~ % of the sale price, plus one-half of the amount of the annual ground rent, if any; and the party making settlement is hereby authorized and directed to deduct the aforesaid brokerage fee from the proceeds of sale and pay same to said Realtor. The entire deposit shall be held by the listing Realtor as agent for the Seller in a special agency account until settlement hereunder is made.

If the Purchaser shall fail to make settlement as herein agreed, the deposit herein provided for may be forfeited at the option of the Seller; in the event of any such forfeiture of the deposit, the Realtor shall be entitled to one-half thereof as a compensation for his services, said amount not to exceed the amount of the full commission, as herein specified.

Witness the hands and seals of the parties hereto the day and year first above written.

	3-3-80		(SEAL)
WITNESS-AS TO SELLER'S SIGNATURE	DATE SIGNED	SELLER'S SIGNATURE	
	3/3/80		(SEAL)
WITNESS-AS TO SELLER'S SIGNATURE	DATE SIGNED	SELLER'S SIGNATURE	
	3/3/80		(SEAL)
WITNESS-AS TO BUYER'S SIGNATURE	DATE SIGNED	BUYER'S SIGNATURE	
	3/3/80		(SEAL)
WITNESS-AS TO BUYER'S SIGNATURE	DATE SIGNED	BUYER'S SIGNATURE	

The Star-Democrat

1980 MAR 28 AM 9:37

Easton, Md. QUEEN ANNE'S COUNTY

This is to certify that the annexed

Trustee's Sale

in the case of

Friday, Feb. 8, 1980

vs.

Benjamin Michaelson, Jr.
Trustee. I78

was published in THE STAR-DEMOCRAT, one of the news-
papers printed and published in Queen Anne
County once in
each of three successive weeks beginning
the 24 day of Jan. A.D. 19 80

THE EASTON PUBLISHING COMPANY

Publishers of THE STAR-DEMOCRAT

Per Nancy J. Gregory 3-20-80

*Queen Anne's edition

LAW OFFICES

Benjamin Michaelson, Jr. P.A.
215 Main Street, P.O. Box 11
Annapolis, Maryland 21404

Trustee's Sale

of Valuable

Improved Real Estate

on Md. Route 309

Starr (Near Centreville)

Queen Anne's County, Maryland

Under and by virtue of the power of sale contained in a certain Deed of Trust from Anthony O. Howell and Susan A. Howell, his wife, to the Trustees named therein, dated June 7, 1978 and recorded among the Land Records of Queen Anne's County in Liber 136, folio 154, default as defined in said Deed of Trust having occurred, and at the request of the parties secured thereby, the undersigned Trustee will offer for sale at public auction at the COURTHOUSE DOOR, CENTREVILLE, MARYLAND ON:

Friday, Feb. 8, 1980
at 11:00 a.m.

ALL THAT PARCEL OF GROUND situated in the Third Assessment District for Queen Anne's County, described as follows:

BEGINNING for the same with the point of intersection of the division line between the lands of William Kanouse (see Liber CWC 84, folio 143) and the herein described lands with the centerline of Maryland Route 309, as shown on a plat attached hereto and intended to be recorded herewith; thence leaving said beginning point so fixed and binding on the aforesaid centerline, South 34 degrees 59 minutes 07 seconds east 108.00 feet to a point; thence leaving said point and said centerline and binding on the division line between the lands of William E. Taylor (see Liber CWC 105, folio 396) and the herein described lands, South 49 degrees 01 minutes 17 seconds West 180.00 feet to an iron pipe set, passing in transit an iron pipe set 25.06 feet from the beginning thereof; thence leaving said iron pipe and binding on the division line between the lands of Dolly Taylor (see Par. 2, Liber TSP 8, folio 304) and the herein described lands, North 36 degrees 32 minutes 17 seconds West 115.00 feet to an iron pipe found; thence leaving said iron pipe and binding on the first mentioned division line between the lands of William Kanouse and the herein described lands, North 51 degrees 17 minutes 47 seconds East 182.52 feet to the place of beginning, passing in transit an iron pipe found 158.32 feet from the beginning thereof. Containing in all 0.463 acres of land, more or less, as surveyed by J.R. McCrone, Jr., Inc. Registered Professional Engineers and Land Surveyors in May of 1978.

THE SAID property being improved by a two-story farmhouse with concrete block foundation, aluminum & asbestos exterior walls, asphalt shingle roof, living room, country kitchen, family room, two bedrooms, one bath, gas fired space heating, and a detached two car garage.

TERMS OF SALE: A deposit of One Thousand Seven Hundred Dollars (\$1,700.00) will be required of the purchaser or purchasers, in the form of cash, certified check or cashier's check, on the day of sale, balance of the purchase money with interest thereon at the rate of Nine and One Quarter (9 1/4) percent per annum to be paid in cash within fifteen (15) days from the date of ratification of sale by the Circuit Court for Queen Anne's County, taxes and all other assessments to be adjusted to the day of sale. The cost of documentary stamps, transfer taxes, and other settlement charges, to be borne by the purchaser. For further particulars, apply to:

BENJAMIN MICHAELSON, JR.

Trustee

Telephone: Annapolis 267-8178

Baltimore 269-6966

Washington 261-2889

ROBERT H. CAMPBELL & SONS, AUCTIONEERS

I781-24,31,2-7

OFFICE OF

The Star-Democrat

Easton, Md.

This is to certify that the annexed

ORDER NISI

in the case of
Anthony O. Howell & Susan A. Howell

vs.

Cause No. 6579
J46

*
was published in THE STAR-DEMOCRAT, one of the news-
papers printed and published in ^{Queen Anne's} ~~Prince~~ county once in
each of three successive weeks beginning
the 27 day of February A.D. 1980

THE EASTON PUBLISHING COMPANY

Publishers of THE STAR-DEMOCRAT

10 9 MAR 28 AM 9 03

Per Nancy S. Gregory CLERK
Nancy S. Gregory

* Queen Anne's edition of The Star Democrat

ORDER NISI
ON SALE
IN THE MATTER OF
THE DEED OF TRUST
OF ANTHONY O.
HOWELL AND
SUSAN A. HOWELL,
HIS WIFE
IN THE CIRCUIT COURT
FOR QUEEN ANNE'S
COUNTY
IN EQUITY
CAUSE NO. 6579

ORDERED, this 22nd
day of February, 1980, that
the sale of the real
property, made and
reported in this cause by
Benjamin Michaelson, Jr.,
Trustee, be ratified and
confirmed, on or after the
24th day of March, 1980,
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
March, 1980.

The report states the
amount of sales to be
\$19,300.00.

MARGUERITE W.
MANKIN, Clerk

Filed:
February 22, 1980
TRUE COPY, TEST:
MARGUERITE W.
MANKIN, Clerk
By: Betty M. Comegys
Deputy Clerk
J462-27,3-5,12

IN THE MATTER OF
THE DEED OF TRUST OF
ANTHONY O. HOWELL AND
SUSAN A. HOWELL, HIS WIFE

*
*
*
*

In the Circuit Court for
Queen Anne's County
in Equity
Cause No. 6579

FINAL RATIFICATION OF SALE

The above entitled matter coming before this Court, the proceedings having been read and considered by this Court, including the amended certificate of publication of notice of sale filed herein subsequent to the exceptions filed on behalf of Theodore P. Taylor and Dolly C. Taylor, his wife, said exceptions having been based upon the wording of the original certificate of publication of said notice filed herein, and neither the exceptants nor the trustee, vendor, having requested a hearing on said exceptions, this Court finds that the Queen Anne's edition of The Star Democrat is a newspaper published in Queen Anne's County, Maryland, and is satisfied that the sale of the real estate reported in this cause by Benjamin Michaelson, Jr., Trustee, was fairly and properly made, and said Trustee having requested ratification of the sale, IT IS, this *31st* day of *March*, 1980, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, ORDERED that said exceptions are hereby overruled and that the sale of the real estate reported in this cause by Benjamin Michaelson, Jr., 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 may be prepared to produce vouchers therefor.

FILED
15 0 MAR 31 1980
QUEEN ANNE'S COUNTY

K. Thomas Evergreen
JUDGE

IN THE MATTER OF
THE DEED OF TRUST OF
ANTHONY O. HOWELL AND
SUSAN A. HOWELL, HIS WIFE

FILED
1970 MAR 11 AM 11:30
* In the Circuit Court for
* Queen Anne's County
* in Equity
* Cause No. 6579

PETITION FOR SUBSTITUTION OF PURCHASERS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Benjamin Michaelson, Jr., Trustee, vendor, and Annapolis Federal Savings and Loan Association, reported purchaser, of the real estate sold in these proceedings, unto your Honors, respectfully shows:

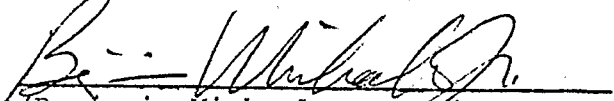
1. That said purchaser has resold the said real estate to Theodore P. Taylor and Dolly C. Taylor, his wife, for the sum of Eighteen Thousand Dollars (\$18,000.00), of which One Thousand Eight Hundred Dollars (\$1,800.00) has been paid and the balance is to be paid in cash within thirty (30) days after ratification of the foreclosure sale in this cause.

2. That your Petitioners are advised that, in order to save unnecessary conveyancing, they may apply for a substitution of purchasers.


Wherefore your Petitioners pray your Honors to pass an order substituting Theodore P. Taylor and Dolly C. Taylor, his wife, as purchasers of said real estate in place of Annapolis Federal Savings and Loan Association.

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

Respectfully submitted,


(Benjamin Michaelson, Jr.) Trustee
Vendor

Annapolis Federal Savings and
Loan Association

BY: 
BENJAMIN O. DELANEY, JR.
Reported Purchaser

-1-

CONSENT

We, Theodore P. Taylor and Dolly C. Taylor, his wife, consent to the passage of an order as prayed in the foregoing petition.

Theodore Payne Taylor
Theodore P. Taylor

Dolly C. Taylor
Dolly C. Taylor

ORDER OF COURT

ORDERED, this 17th day of April, 1980, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that Theodore P. Taylor and Dolly C. Taylor, his wife, are hereby substituted as purchasers of the real estate sold at foreclosure sale in this cause in the place and stead of Annapolis Federal Savings and Loan Association.

Raymond B. Baker
JUDGE

CLERK
1980 APR 18 AM 9:39
QUEEN ANNE'S COUNTY

IN THE MATTER OF : IN THE CIRCUIT COURT
 THE DEED OF TRUST OF : FOR
 ANTHONY O. HOWELL AND : QUEEN ANNE'S COUNTY
 SUSAN A. HOWELL, HIS WIFE. : NO. 6,579 EQUITY
 * * * *

CLEARED
 1980 MAY 12 AM 9:58
 QUEEN ANNE'S COUNTY

PETITION FOR ALLOWANCE OF FEES AND COMPENSATION OF ATTORNEY.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

Benjamin Michaelson, Jr., Trustee, respectfully represents unto Your Honors:

LAW OFFICES BENJAMIN MICHAELSON, JR., P.A., ANNAPOLIS, MARYLAND 21404

1. That on January 23, 1980, these proceedings were instituted to foreclose upon a Deed of Trust from Anthony O. Howell and Susan A. Howell, his wife, to Annapolis Federal Savings and Loan Association.
2. That by virtue of paragraph 18 of the Deed of Trust filed in these proceedings, your Petitioner is directed to first apply the proceeds of the sale to all costs and expenses of the sale, including, but not limited to, Trustees fees of five per cent (5%) of the gross sale price, reasonable attorney's fees and costs of title evidence.
3. That your Petitioner has incurred an expense of Twenty Five Dollars (\$25.00) for a title examination conducted by Adele Greil on the encumbered property in order to determine the status of title as well as the existence of Federal Tax Liens, if any.
4. That your Petitioner has incurred an expense of One Hundred Twenty Five Dollars (\$125.00) for an appraisal of the encumbered property in order to determine its present value and in order to assist your Petitioner and Annapolis Federal Savings and Loan Association in determining a price to be bid at the foreclosure sale.
5. That Mark S. Hoffmann, Esq. was retained by your Petitioner to perform legal services in connection with this action.
6. That the attorney for your Petitioner has prepared and will prepare all pleadings filed or to be filed in these proceedings; engaged in negotiating settlement of the exceptions filed in these proceedings; and otherwise advised your petitioner and Annapolis Federal Savings and Loan Association on the conduct of this matter. Your Petitioner alleges that Three Hundred Dollars (\$300.00) is a reasonable sum to be allowed the Petitioner for fees of

his attorney herein.

7. That J. Thomas Clark, Court Auditor, has advised your Petitioner that, since the amount of the attorney's fee is not specified in the Deed of Trust, it must be set by this Honorable Court and that the title examination and appraisal fees will not be allowed, despite the provisions of the Deed of Trust, absent an order of this Honorable Court.

WHEREFORE, YOUR PETITIONER PRAYS:

1. That Your Honors pass an Order in these proceedings authorizing the allowance and payment of the following fees:

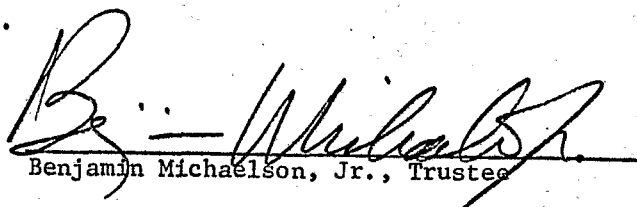
a) A reasonable attorney's fee to Mark S. Hoffman, Esq. of Three Hundred Dollars (\$300.00), as provided for in the Deed of Trust.

b) A title examination fee of Twenty Five Dollars (\$25.00) to Adele Grell, as specifically provided for in the Deed of Trust.

c) An appraisal fee of One Hundred Twenty Five Dollars (\$125.00) to Maryland Service Corporation, a reasonable cost incurred incident to the foreclosure sale, as provided for in the Deed of Trust.

2. For such other and further relief as to this Court may seem just and proper.

AND, AS IN DUTY BOUND, ETC.


Benjamin Michaelson, Jr., Trustee

IN THE MATTER OF	:	IN THE CIRCUIT COURT
THE DEED OF TRUST OF	:	FOR
ANTHONY O. HOWELL AND	:	QUEEN ANNE'S COUNTY
SUSAN A. HOWELL, HIS WIFE	:	NO. 6,579 EQUITY.
*	*	*

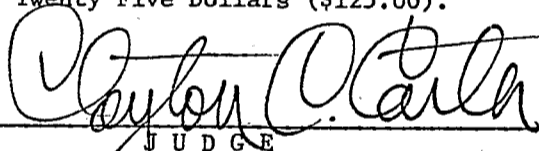
ORDER

Upon consideration of the Petition for Allowance of Fees and Compensation of Attorney, it is this 15th day of May, 1980, by the Circuit Court for Queen Anne's County, Sitting in Equity,

ORDERED, that Mark S. Hoffmann, Esq., Attorney for Trustee, be allowed and paid a reasonable Attorney's fee of Three Hundred Dollars (\$300.00); and,

IT IS FURTHER ORDERED, that Adele Greil be allowed and paid a title examination fee of Twenty Five Dollars (\$25.00); and,

IT IS FURTHER ORDERED, that Maryland Service Corporation be allowed and paid an appraisal fee of One Hundred Twenty Five Dollars (\$125.00).



 JUDGE

LAW OFFICES BENJAMIN MICHAELSON, JR., P.A., ANNAPOLIS, MARYLAND 21404

CLERK OF COURT
 1980 MAY 15 PM 1:48
 QUEEN ANNE'S COUNTY

IN THE MATTER OF THE
DEED OF TRUST OF
ANTHONY O. HOWELL and
SUSAN A. HOWELL, HIS WIFE

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
No. 6579

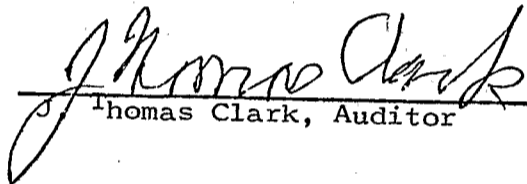
TO THE HONORABLE, THE JUDGE OF SAID COURT:

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

1. That this account is stated at the request
of Benjamin Michaelson, Jr., Trustee, wherein it appears
that the proceeds of sale are insufficient to pay the
mortgage debt and expenses of sale. The deficiency appears
to be in the sum of \$1.86.

2. That in the within account, Benjamin Michaelson,
Jr., Trustee and vendor, is charged with the proceeds of sale
made by him and the interest received on the unpaid purchase
price; and he is allowed thereafter his commissions for making
said sale, per terms of the Deed of Trust; an Attorney's fee
for Mark S. Hoffman, Esquire, per Order of Court; title
examination fee of Adele Greil, per Order of Court; appraisal
fee of Maryland Service Corporation, per Order of Court; the
several advertising costs; the Auctioneer's fee for crying
said sale, per 2nd Circuit Rule BR8f; the bond premium in this
cause; the several court costs; the fees of the Notary Public;
the fee and expenses of your Auditor; and the balance was
credited toward the principal and interest indebtedness.

May 27, 1980


Thomas Clark, Auditor

FILED

MAY 27 1980

CIRCUIT COURT
QUEEN ANNE'S CO.

CAUSE NO. 6579

The sale of land reported in this cause by Benjamin Michaelson, Jr., Trustee and vendor, to sell and convey the land in this suit.

Dr.

1980.		
Feb. 8	By proceeds of sale of land, per report of said Trustee-----	\$19,300.00
	By interest received on unpaid purchase price, per report of said Trustee-----	<u>338.98</u>
	By total proceeds of sale-----	\$19,638.98

Cr.

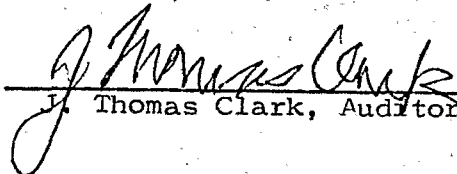
To Benjamin Michaelson, Jr., Trustee, his commissions for making said sale	\$ 965.00
To Mark S. Hoffman, Esquire, Attorney for Trustee, Attorney's fee, per Order of Court of May 15, 1980	300.00
To Adele Greil, for title examination fee, per Order of Court of May 15, 1980	25.00
To Maryland Service Corporation, for appraisal fee, per Order of Court of May 15, 1980	125.00
To do., for amounts paid The Star-Democrat for:	
1. Advertisement of sale-----	\$183.30
2. Order Nisi On Sale-----	<u>48.75</u>
	232.05
To do., for an amount due Robert H. Campbell, Auctioneer, for crying said sale, per 2nd Circuit Rule BR8f, the sum of	48.25
To do., for an amount due Fidelity & Deposit Company, for bond premium in this cause, the sum of	84.00
To do., for an amount paid Marguerite W. Mankin, Clerk for advanced filing fee	50.00
To do., for amounts paid Marguerite W. Mankin, Clerk, for:	
1. Appearance fee for Trustee--\$	10.00
2. Appearance fee for Exceptants	10.00
3. Clerk's additional fees-----	<u>97.00</u>
	117.00

May 27, 1980

J Thomas Clark
Thomas Clark, Auditor

To do., for an amount due Carole M. Turner, Notary Public, for notary fees in this cause	\$ 5.00	
To J. Thomas Clark, Auditor, for:		
1. Stating this account-----	\$45.00	
2. Notifying parties-----	<u>15.00</u>	60.00
To Annapolis Federal Savings and Loan Association, for partial payment on principal and interest, the balance, or the sum of		
	<u>17,627.68</u>	<u>\$19,638.98</u>
	\$19,638.98	\$19,638.98

May 27, 1980



J. Thomas Clark, Auditor

IN THE MATTER OF THE
DEED OF TRUST OF
ANTHONY O. HOWELL and
SUSAN A. HOWELL, his wife

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
No. 6579

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on May 27, 1980, the date the audit in the above entitled casue was filed in this Court, that he did by U.S. First Class Mail notify the following interested parties to this cause, to wit:

Benjamin Michaelson, Jr., Esquire
215 Main Street
P. O. Box 11
Annapolis, MD 21404

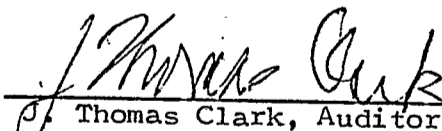
Annapolis Federal Savings & Loan Association
Main and Francis Streets
Annapolis, MD 21404

Mark S. Hoffmann, Esquire
Benjamin Michaelson, Jr., P.A.
215 Main Street
P. O. Box 11
Annapolis, MD 21404

Anthony O. Howell and
Susan A. Howell
Route 3
Starr, MD 21617

Pursuant to Rule 595, Sec. G, Maryland Rules of Procedure, notify each of them that said account was filed on May 27, 1980, with the Clerk of the Circuit Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before June 11, 1980, and if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on June 12, 1980.

May 27, 1980


Thomas Clark, Auditor

FILED

MAY 27 1980

CIRCUIT COURT
QUEEN ANNE'S CO.

IN THE MATTER OF THE
DEED OF TRUST OF
ANTHONY O. HOWELL and
~~XXX~~
SUSAN A. HOWELL, his wife

*
*
*
*
*
*

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
No. 6579

NISI RATIFICATION OF AUDIT

ORDERED this 27th day of May, 1980,
that the report and account filed in these proceedings by
J. Thomas Clark, Auditor, be ratified on or after the
12th day of June, 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.

Marquitta N. Mankin Clerk

Filed May 27, 1980

IN THE MATTER OF THE
DEED OF TRUST OF
ANTHONY O. HOWELL and
~~XXXX~~
SUSAN A. HOWELL, his wife

* IN THE CIRCUIT COURT
* FOR QUEEN ANNE'S COUNTY
* IN EQUITY
* No. 6579
*
*
*

FINAL RATIFICATION OF AUDIT

ORDERED this 12th day of June, 19 80,
by the Court that the account of the Auditor is finally ratified and
confirmed, and Benjamin Michaelson, Jr., ~~XXXXXX~~ Assignee/Trustee,
is directed to apply the proceeds accordingly, with a due proportion of
interest as the same has been or may be received.

Maguente A. Mankin Clerk

Filed June 12, 1980

CHARLES E. SMITH
P.O. Box 147
Grasonville, MD 21638
ASSIGNEE

VS.

THE YACHTSMAN INN, INC.
A Maryland Corporation
Chester, MD 21619
MORTGAGOR

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY NO. 6346

* * *

REC
CLERK. CI

1979 JAN 31 PM 4:14

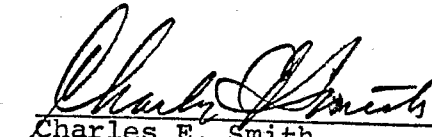
ORDER TO DOCKET SUIT

JAN 31-79 * 24769 *****50.00
JAN 31-79 A 24769 *****50.00

QUEEN ANNE'S COUNTY

Marguerite Mankin, Clerk:

You will please docket suit as per the above titling for foreclosure of the mortgages from The Yachtsman Inn, Inc., A Maryland Corporation, to John B. Price, H. Thomas Price, and Phillip E. Price, dated April 4, 1975, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. No. 92, folio 455, and C.W.C. No. 92, folio 461. Said mortgages were assigned to the Queenstown Bank of Maryland on April 11, 1977, and subsequently assigned by said Queenstown Bank of Maryland on January 25, 1979, to Charles E. Smith for collection by foreclosure; default having occurred in the terms thereof by reason of the nonpayment when due of the principal and interest on said mortgages; and you will file in said suit the original of said mortgages as well as the accompanying military affidavit and statement of indebtedness.

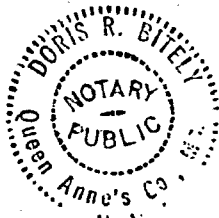

Charles E. Smith
P.O. Box 147
Grasonville, MD 21638
Telephone: 827-7550

STATE OF MARYLAND

QUEEN ANNE'S COUNTY

to wit:

I HEREBY CERTIFY, That on this 25th day of January, 1979, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Charles E. Smith, Assignee, and made oath in due form of law that The Yachtsman Inn, Inc., is a Maryland Corporation, and that it is not now, nor has it 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 stature of the mortgagor.



Doris R. Bitley
NOTARY PUBLIC
My Commission Expires: 7/01/82

CHARLES E. SMITH
P.O. Box 147
Grasonville, MD 21638
ASSIGNEE

VS.

THE YACHTSMAN INN, INC.
A Maryland Corporation
Chester, MD 21619
MORTGAGOR

* IN THE CIRCUIT COURT

* FOR

* QUEEN ANNE'S COUNTY

* IN EQUITY

* CHANCERY NO. 6346

* * *

STATEMENT OF MORTGAGE INDEBTEDNESS

Balance due on principal of mortgage
dated April 4, 1975, in the gross
amount of \$92,000.00 from The
Yachtsman, Inn, Inc., to John B.
Price, H. Thomas Price and Philip E. Price \$92,000.00

Unpaid Interest to January 25, 1979 1,179.36

\$93,179.36

Interest will accrue at the rate of \$22.68 per day after
January 25, 1979.

Balance due on principal of mortgage
dated April 4, 1979, in the gross
amount of \$51,000.00 from The
Yachtsman Inn, Inc., to John B.
Price, H. Thomas Price, and
Philip E. Price \$37,321.53

Unpaid Interest to January 25, 1979 475.80

\$37,797.33

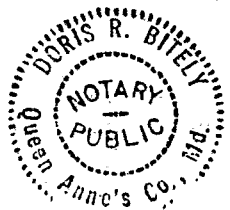
Interest will accrue at the rate of \$ 9.15 per day after
January 25, 1979.

STATE OF MARYLAND

QUEEN ANNE'S COUNTY

to wit:

This is to certify that on this 25th day of
January, 1979, before the subscriber, a Notary Public of the
State and County aforesaid, personally appeared Charles E.
Smith, Assignee, and made oath in due form of law that the
aforegoing statement of mortgage indebtedness due by The
Yachtsman Inn, Inc. under the above described mortgages is
true to the best of his knowledge, information and belief,
and there is no credit due thereon, except as shown, nor any
security therefore except the said mortgages.



Doris R. Bitley
NOTARY PUBLIC
My Commission expires: 7/01/82

ly 6346

AETNA CASUALTY & SURETY COMPANY
HARTFORD, CONNECTICUT

Bond No. 98S14664

IN THE CIRCUIT COURT FOR Queen Anne's COUNTY, MARYLAND.

Charles E. Smith, Assignee
Plaintiff.

vs.

Equity No. 6346

The Yachtsman Inn, Inc.
Defendant
a Maryland Corporation

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 One Hundred Forty Five Thousand (\$145,000.00) Dollars, to be paid to the said State or its certain attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firstly by these presents.

Sealed with our seals and dated this _____ day of _____ in the year of our Lord One Thousand Nine Hundred and _____

Whereas, the above bounden Charles E. Smith

by virtue of the power contained in X mortgage from The Yachtsman Inn, Inc. to John B. Price, H. Thomas Price and Philip E. Price bearing date the 4th day of April, 1978 and recorded among the mortgage records of Queen Anne's County in Liber No. C.W.C.92 Folio 455 and 461 and Charles E. Smith

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Charles E. Smith do and shall well and truly and faithfully perform the trust reposed in 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.

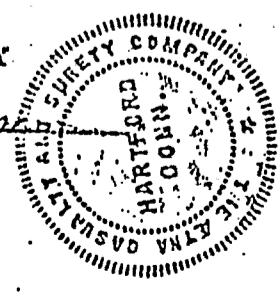
In Testimony Whereof, the above bounden Charles E. Smith has hereto set his hand and Seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

[Signature] (SEAL)
[Signature] (SEAL)

Walter R. Bittly
Witness:
[Signature]

AETNA CASUALTY & SURETY COMPANY
By [Signature]
William D. Hinson
Attorney-in-fact



CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

3-29 SURETY APPROVED AND PAID FILED ON 3/29/78

LIBER 2 PAGE 267

LIBER 12 PAGE 229

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber C.W.C. No. 2, folio 267, a Bond Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 31st day of January, 1979.

Marguerite W. Martin
Clerk of Circuit Court for Queen Anne's County

DOCUMENT NO. 78754

APRIL THIS PURCHASE MONEY MORTGAGE, Made this ^{4th} day of , 1975, between THE YACHTSMAN INN, INC., a body corporate of the State of Maryland, hereinafter sometimes called the Mortgagor; and JOHN B. PRICE, II. THOMAS PRICE and PHILIP E. PRICE, all of Queen Anne's County, State of Maryland, hereinafter sometimes called the Mortgagees; and CLAUS W. BETHMANN and MADELINE A. BETHMANN, his wife, of Anne Arundel County, State of Maryland, hereinafter sometimes called the Guarantors.

WHEREAS, the said Mortgagor stands bona fide indebted unto the said Mortgagees in the full and just sum of Ninety-Two Thousand Dollars (\$92,000.00) for money this day loaned by the said Mortgagees unto the said Mortgagor, which sum the said Mortgagor hereby covenants and agrees to repay unto the said Mortgagees, their personal representatives and assigns, together with interest thereon at the rate of Nine Percent (9%) per annum until fully paid in the following manner and time: By payment of monthly installments of interest only for a period of four (4) years from the date hereof, with the first such monthly interest installment being due and payable one (1) month from the date hereof. At the expiration of four (4) years from the date of this mortgage or at the time a certain junior mortgage in the amount of Fifty-One Thousand Dollars (\$51,000.00) from The Yachtman Inn, Inc., to John B. Price, Et Al, recorded or intended to be recorded simultaneously herewith is paid in full, whichever first occurs, the principal balance shall be amortized having sufficient number of equal monthly installments for principal and interest such that the entire principal balance, together with interest, will be paid in full by June 1, 1991. And it is agreed that the aforesaid sum may be prepaid, in whole or in part, from time to time, without penalty.

All sums aforesaid to be payable in lawful money of the United States of America which shall be legal tender in payment of all debts and dues, public and private, at the office of the Mortgagees in Queen Anne's County, or at such other place, either within or without the said State, as the holder hereof may, from time to time, in writing, designate.

And in order to secure the prompt repayment of said principal sum, the interest thereon and the performance of the covenants herein contained, this Mortgage is executed.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, the said Mortgagor does hereby grant, convey, transfer and assign unto the said Mortgagees, their personal representatives and assigns, all that parcel of ground being, lying and situate in Queen Anne's County, State of Maryland, and all those chattels and items of personalty described as follows, that is to say:

REAL PROPERTY:

BEGINNING for the same on the northernmost side of Tackle Circle shown on a Plat of Section 1 Castle Marina recorded among the Land Records of Queen Anne's County, Maryland, in Plat Book T.S.P. 1 at folio 81 said point being 616.86 feet from the end of the fillet curve connecting the said northernmost line of Tackle Circle with the easternmost line of Cox Neck Road said 616.86 feet being measured along said northernmost line of Tackle Circle, thence by four lines of division as now drawn, the four following courses and distances, viz.:

LIBER 32 PAGE 455

1 - North 17 degrees 11 minutes 10 seconds
East 84.97 feet,

2 - North 58 degrees 00 minutes 00 seconds
East 196.18 feet,

3 - South 13 degrees 27 minutes 50 seconds
East 184.66 feet, and

4 - South 67 degrees 25 minutes 30 seconds
West 143.74 feet to the above mentioned northernmost
line of Tackle Circle, thence binding along the
northernmost line of Tackle Circle in a north-
westerly direction 113.65 feet by the arc of a
curve to the left having a radius of 369.39 feet
and a chord distance of North 63 degrees 59 minutes
58 seconds West 113.21 feet to the point of beginning,
containing an area of 33,392 square feet more or
less of land.

BEING the same parcel of land described in
a Purchase Money Mortgage dated September 22, 1973,
between John B. Price, Et Al, and William H.
Bittorf, Sr., Et Ux, which Mortgage is recorded
among the Land Records of Queen Anne's County
in Liber No. 77, folio 764, said parcel of land
being firstly described therein.

BEING also the same parcel of land which,
by deed of equal 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 John B. Price, Et Al,
unto The Yachtsman, Inn, Inc.

BEING also the same parcel of land shown on
a plat attached hereto marked "Exhibit One" and
made a part hereof.

PERSONAL PROPERTY AND CHATTELS:

BEING all those chattels and items of personalty
now on the premises, owned by the Mortgagor, and being
used or intended to be used in connection with the
restaurant business conducted on said premises, in-
cluding all kitchen and restaurant equipment, furniture,
fixtures, and being the same chattels and items of
personalty which were acquired by the said Mortgagor
by a Bill of Sale of equal date herewith from Castle
Restaurant And Lounge, Inc.

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

TO HAVE AND TO HOLD the said parcel of ground and
chattels, with the improvements and appurtenances aforesaid unto
the said Mortgagees, their personal representatives and assigns,
in fee simple, subject, however, to the legal operation and
effect of a certain Mortgage dated September 22, 1973, and
recorded among the Land Records of Queen Anne's County in Liber
CWC No. 77, folio 764, in the face amount of One Hundred Fifteen
Thousand Nine Hundred Dollars (\$115,900.00) from the Mortgagees
herein to William H. Bittorf, Sr., Et Ux.

Provided that if the said principal sum of money loaned as aforesaid, and the interest thereon, shall be paid when due, and if all the covenants herein mentioned shall be performed, then this Mortgage shall be void.

But upon any default being made in the payment of said principal or interest, in whole or in part, when due, which default shall continue for fifteen (15) days, or upon any default being made in any 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 the said Mortgagor hereby declares its assent to the passage of a decree for the sale of the herein described property at any time after a default has occurred in any of the covenants of this Mortgage, as herein provided; and the said Mortgagor hereby authorizes the said Mortgagees, or the duly authorized attorney or agent of said Mortgagees, after default shall have occurred as aforesaid, to sell the hereby Mortgage property. Any such sale, whether under the aforementioned assent to a decree or under the aforementioned power of sale, shall be under the provisions of Section 7-105, Real Property Volume, Annotated Code of Maryland, and the Maryland Rules of Procedure or under any other general or local laws of the State of Maryland relating to mortgages or any supplement, amendment or addition thereto.

And such sale shall be made after giving notice by advertisement as required by the aforesaid statute and rules; and the terms of the sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient.

And upon any such sale of said property under this Mortgage, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to said sale, including a counsel fee of One Hundred Dollars (\$100.00) for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed to the trustees for making sales of property under decree of court of equity in Maryland; (2) To the payment of all claims of the Mortgagees, their personal representatives and assigns hereunder, whether the same shall have matured or not; and, (3) The balance, if any, to the said Mortgagor, or its successors and assigns, or to whomsoever may be entitled to the same.

And it is covenanted that until default be made in any covenant or condition of this Mortgage, the said Mortgagor shall have possession of the property, upon paying in the meantime all taxes and assessments, public dues and charges levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest secured by this Mortgage, which mortgage debt and interest, taxes, assessments, public dues and charges the said Mortgagor covenants to pay when legally due, and upon payment thereof, to exhibit to the Mortgagees, their personal representatives and assigns, upon request, the receipted bills therefore. And the said Mortgagor covenants to keep the improvements on the hereby mortgaged property insured against loss by fire, windstorm or other such hazards that the Mortgagees may from time to time require in an insurance company or companies acceptable to, and in an amount from time to time designated by the said Mortgagees, their successors and assigns, but at no time less than the value of the improvements on said property, and to

LIBER

12 PAGE 457

LIBER

12 PAGE 233

cause each and every policy of insurance on said property to be so framed or endorsed as in case of fire and/or windstorm or other loss to inure to the benefit of the said Mortgagees, their personal representatives and assigns, to the extent of its or their lien or claim under this Mortgage and to deliver said policy or policies to the Mortgagees, their personal representatives and assigns, to be kept by the Mortgagees, their personal representatives and assigns, and to deliver all renewals thereof to the said Mortgagees, their personal representatives and assigns, at its principal office or at such other place, either within or without the said State of Maryland, as the owner or holder hereof may, from time to time, in writing, designate, one week in advance of the expiration of the same, stamped "Paid".

The said Mortgagor covenants that it will warrant specially the property hereby mortgaged and will execute such further assurances as may be requisite.

And the said Guarantors, Claus W. Bethmann and Madeline A. Bethmann, his wife, execute this Mortgage for the sole purpose of guaranting payment and they do hereby guarant~~g~~ payment of the full amount of the mortgage debt, together with all accrued and unpaid interest thereon, in accordance with the terms hereof.

The Mortgagees herein hereby covenant and agree to pay or cause to be paid all sums due and to become due and to perform and comply with all of the terms, covenants and provisions of a prior mortgage to William H. Bittorf, Sr., Et Ux, herein referred to above, and the said Mortgagees herein further agree that in the event of default in the payment of all sums due or to become due to William H. Bittorf, Sr., Et Ux, under said mortgage, the Mortgagor herein may pay all such sums and shall be entitled to full credit on account the debt secured by this mortgage, to the end and intent that the Mortgagees herein and not the Mortgagor is obligated to pay the said mortgage to William H. Bittorf, Sr., Et Ux; and upon any default and acceleration of the debt due hereunder, it is understood and agreed that the amount due to the Mortgagee shall be the principal balance plus interest due hereunder less the principal balance due on said mortgage to William H. Bittorf, Sr., Et Ux.

Whenever used herein the words "Mortgagor" and "Mortgagees" shall include the heirs, personal representatives and assigns of the Mortgagor or Mortgagors, or Mortgagee or Mortgagees, if individuals, and the successors and/or assigns of the Mortgagor or Mortgagors, or Mortgagee or Mortgagees, if corporate. The use of any gender shall be applicable to all genders and "Mortgagees" shall include any payee of the indebtedness hereby secured, or any transferee thereof, whether by operation of law or otherwise. The use of the singular shall include the plural.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals the day and year first herein written.

ATTEST:

Madeline A. Bethmann, Sec.
MADELINE A. BETHMANN, Sec.

WITNESS:

WITNESS:

WITNESS:

WITNESS:

WITNESS:

THE YACHTSMAN INN, INC.

BY: Claus W. Bethmann (SEAL)
CLAUS W. BETHMANN, President

Claus W. Bethmann (SEAL)
CLAUS W. BETHMANN, Guarantor

Madeline A. Bethmann (SEAL)
MADELINE A. BETHMANN, Guarantor

John B. Price (SEAL)
JOHN B. PRICE

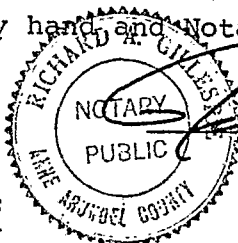
H. Thomas Price (SEAL)
H. THOMAS PRICE

Philip E. Price (SEAL)
PHILIP E. PRICE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 18 day of April, 1975, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared CLAUS W. BETHMANN, President of THE YACHTSMAN INN, INC., Mortgagor, and in the name and on behalf of said body corporate, he acknowledged the foregoing Mortgage to be its corporate act. And at the same time also appeared JOHN B. PRICE, H. THOMAS PRICE and PHILIP E. PRICE, the within named Mortgagees, and they made oath in due form of law that the consideration therein set forth is true and bona fide and they acknowledged the foregoing Mortgage to be their joint and several act. And at the same time also appeared CLAUS W. BETHMANN and MADELINE A. BETHMANN, Guarantors, and they each acknowledged the foregoing instrument to be their joint and several act.

WITNESS my hand and Notarial Seal the day and year last above written.



Richard A. Gillespie
Notary Public

My Commission Expires:

7-1-78

RECEIVED FOR RECORD
& RECORDED IN LIBER C.W.C.
92 FOLIO 455

(SEAL)

1975 APR 18 AM 11:11

Lead. RECORD FOR
QUEEN ANNE'S CO., MD.
CHARLES W. CECH, CLERK

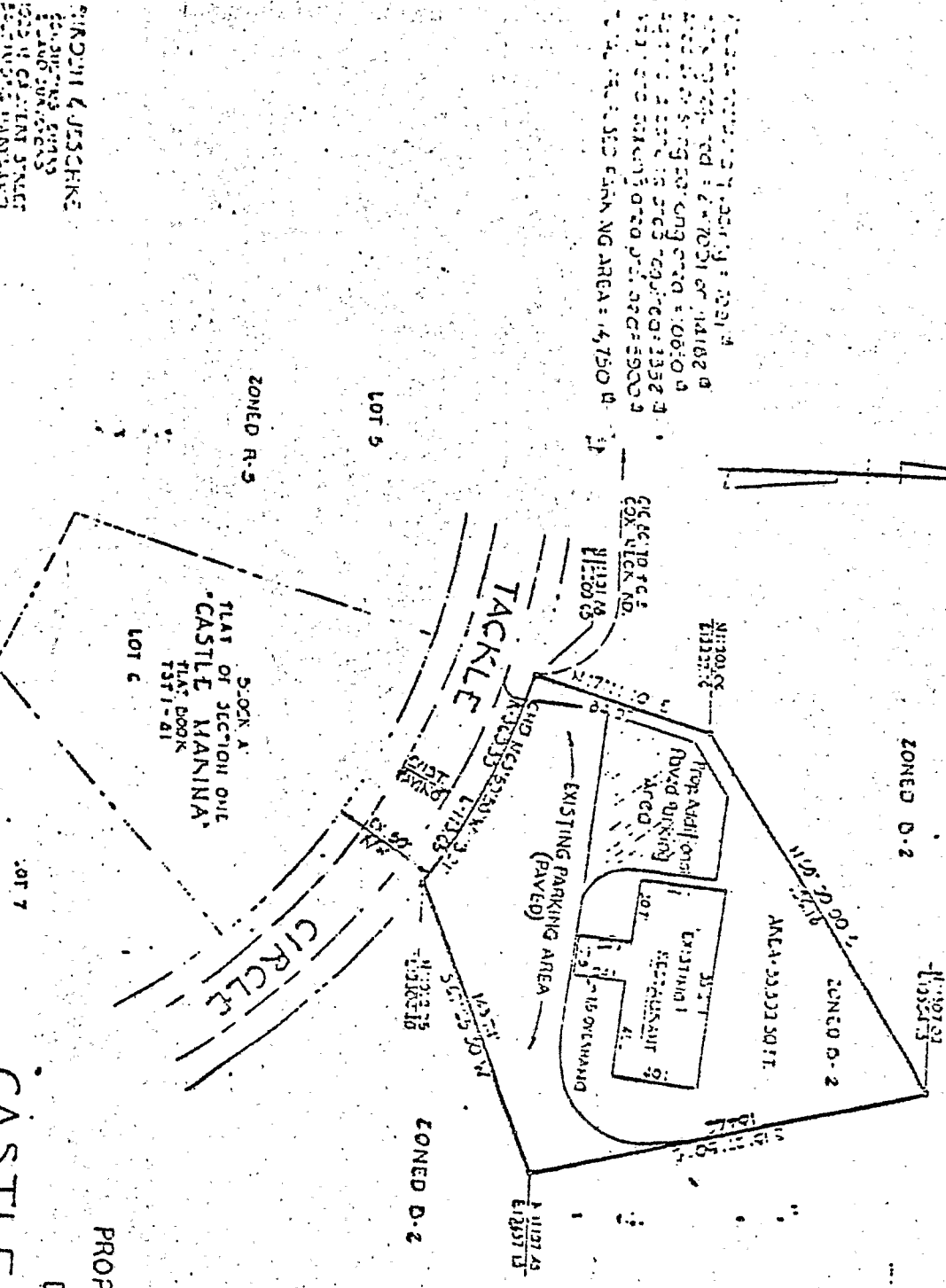
APR 18-75 * 23596 *****21.00
APR 18-75 A #23596 *****21.00

LIBER 92 PAGE 459

LIBER 12 PAGE 235

NOTES: THIS MAP WAS PREPARED BY WILSON AND BASED ON RECORDS ON ONE CASTLE MARINA SECTIONED AROUND THE LAND RECORDS OF QUEEN ANNE'S COUNTY IN PLAT BOOK 7371/81

WILSON & JESSCHKE
ENGINEERS ARCHT
1022 W. CALVERT STREET
BETHESDA, MARYLAND



KENT ISLAND
QUEEN ANNE'S CO., MARYLAND
JANUARY 20, 1972 SCALE: 1" = 50'

OWNER:
BITTORF FORD, INC.
8 EAST PLEASANT ST.
BALTO. MD., 21202

PROPERTY TO BE CONVEYED BY
BITTORF FORD INC.
CASTLE MARINA DE STANDAUNT

DOCUMENT NO. 88,368

RECEIVED FOR RECORD
No. & RECORDED IN LIBER CWC
Re. 117 FOLIO RECEIVED FOR RECORD

1977 MAY -9 PM 3:18

MAY -9-77 A 2 685 *****7.00

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

Assignment

OF MORTGAGE FROM The Yachtsman Inn, Inc., Claus W. Bethmann and
Madeline A. Bethmann
TO John B. Price, H. Thomas Price and Philip E. Price AS RECORDED IN

LIBER CWC NO. 92 FOLIO 455

MAIL TO Queenstown Bank of Md., Queenstown, Md. 21658

ASSIGNMENT

FOR VALUE received the within and foregoing mortgage and the indebtedness due thereon is hereby assigned to the Queenstown Bank of Maryland this 11th day of April, 1977.

WITNESS:

Charles P. Smith
As to all three

John B. Price (SEAL)
John B. Price

H. Thomas Price (SEAL)
H. Thomas Price

Phillip E. Price (SEAL)
Phillip E. Price

DOCUMENT NO. 96,793

RECEIVED
CLERK, CIRCUIT COURT
No. _____
Re 1979 FEB -2 PM 1:43
RECEIVED FOR RECORD
QUEEN ANNE'S COUNTY

Assignment

FEB -2-79 A #24869 *****500

OF MORTGAGE FROM The Yachtsman Inn, Inc., Claus W. Bethmann and Madeline A. Bethmann, his wife

^N TO John B. Price, H. Thomas Price and Philip E. Price AS RECORDED IN

LIBER CWC NO. 92 FOLIO 455

MAIL TO To be placed in Chy. No. 6346

ASSIGNMENT

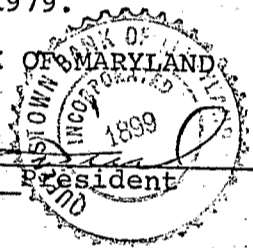
We hereby assign the within and foregoing mortgage unto Charles E. Smith, Attorney, for the purpose of collection by foreclosure or otherwise.

WITNESS the hand of said body corporate by James R. Frick its President, and its Corporate seal affixed hereto and attested by its Cashier this 25th day of January, 1979.

ATTEST:

James W. Zumbly
Cashier

QUEENSTOWN BANK OF MARYLAND
BY James R. Frick
President



(17)

DOCUMENT NO. 78755

APRIL THIS PURCHASE MONEY MORTGAGE, Made this ^{4th} day of , 1975, between THE YACHTSMAN INN, INC., a body corporate of the State of Maryland, hereinafter sometimes called the Mortgagor; and JOHN B. PRICE, H. THOMAS PRICE and PHILIP E. PRICE, all of Queen Anne's County, State of Maryland, hereinafter sometimes called the Mortgagees; and CLAUS W. BETHMANN and MADELINE A. BETHMANN, his wife, of Anne Arundel County, State of Maryland, hereinafter sometimes called the Guarantors.

WHEREAS, the said Mortgagor stands bona fide indebted unto the said Mortgagees in the full and just sum of Fifty One Thousand Dollars (\$51,000.00) for money this day loaned by the said Mortgagees unto the said Mortgagor, which sum the said Mortgagor hereby covenants and agrees to repay unto the said Mortgagees, their personal representatives and assigns, together with interest thereon at the rate of Nine Percent (9%) per annum until fully paid in the following manner and time: By payment of equal monthly installments for principal and interest of Six Hundred Forty Six Dollars and Five Cents (\$646.05) per month, with the first such monthly installment for principal and interest being due and payable one (1) month from the date hereof, and with the entire principal balance, together with all accrued interest, being due and payable four (4) years from the date hereof. And it is agreed that the aforesaid sum may be prepaid, in whole or in part, from time to time, without penalty.

All sums aforesaid to be payable in lawful money of the United States of America which shall be legal tender in payment of all debts and dues, public and private, at the office of the Mortgagees in Queen Anne's County, or at such other place, either within or without the said State, as the holder hereof may, from time to time, in writing, designate.

And in order to secure the prompt repayment of said principal sum, the interest thereon and the performance of the covenants herein contained, this Mortgage is executed.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, the said Mortgagor does hereby grant, convey, transfer and assign unto the said Mortgagees, their personal representatives and assigns, all that parcel of ground being, lying and situate in Queen Anne's County, State of Maryland, and all those chattels and items of personalty described as follows, that is to say:

REAL PROPERTY:

BEGINNING for the same on the northernmost side of Tackle Circle shown on a Plat of Section 1 Castle Marina recorded among the Land Records of Queen Anne's County, Maryland, in Plat Book T.S.P. 1 at folio 81 said point being 616.86 feet from the end of the fillet curve connecting the said northernmost line of Tackle Circle with the easternmost line of Cox Neck Road said 616.86 feet being measured along said northernmost line of Tackle Circle, thence by four lines of division as now drawn, the four following courses and distances, viz.:

1 - North 17 degrees 11 minutes 10 seconds
East 84.97 feet,

2 - North 58 degrees 00 minutes 00 seconds
East 196.18 feet,

3 - South 13 degrees 27 minutes 50 seconds
East 184.66 feet, and

4 - South 67 degrees 25 minutes 30 seconds
West 143.74 feet to the above mentioned northernmost
line of Tackle Circle, thence binding along the
northernmost line of Tackle Circle in a north-
westerly direction 113.65 feet by the arc of a
curve to the left having a radius of 369.39 feet
and a chord distance of North 63 degrees 59 minutes
58 seconds West 113.21 feet to the point of beginning,
containing an area of 33,392 square feet more or
less of land.

BEING the same parcel of land described in
a Purchase Money Mortgage dated September 22, 1973,
between John B. Price, Et Al, and William H.
Bittorf, Sr., Et Ux, which Mortgage is recorded
among the Land Records of Queen Anne's County
in Liber No. 77, folio 764, said parcel of land
being firstly described therein.

BEING also the same parcel of land which,
by deed of equal 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 John B. Price, Et Al,
unto The Yachtsman Inn, Inc.

BEING also the same parcel of land shown on
a plat attached hereto marked "Exhibit One" and
made a part hereof.

PERSONAL PROPERTY AND CHATTELS:

BEING all those chattels and items of personalty
now on the premises, owned by the Mortgagor, and being
used or intended to be used in connection with the
restaurant business conducted on said premises, in-
cluding all kitchen and restaurant equipment, furniture,
fixtures, and being the same chattels and items of
personalty which were acquired by the said Mortgagor
by a Bill of Sale of equal date herewith from Castle
Restaurant And Lounge, Inc.

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

TO HAVE AND TO HOLD the said parcel of ground and
chattels, with the improvements and appurtenances aforesaid unto
the said Mortgagees, their personal representatives and assigns,
in fee simple, subject, however, to the legal operation and
effect of a certain Mortgage of equal date herewith and recorded
or intended to be recorded prior hereto, in the amount of
Ninety Two Thousand Dollars (\$92,000.00) from the Mortgagor
herein to the Mortgagees herein; and subject further to the
legal operation and effect of a certain Mortgage dated September
22, 1973, and recorded among the Land Records of Queen Anne's
County in Liber CWC No. 77, folio 764, in the face amount of
One Hundred Fifteen Thousand Nine Hundred Dollars (\$115,900.00)
from the Mortgagees herein to William H. Bittorf, Sr., Et Ux.

Provided that if the said principal sum of money loaned as aforesaid, and the interest thereon, shall be paid when due, and if all the covenants herein mentioned shall be performed, then this Mortgage shall be void.

But upon any default being made in the payment of said principal or interest, in whole or in part, when due, which default shall continue for fifteen (15) days, or upon any default being made in any 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 the said Mortgagor hereby declares its assent to the passage of a decree for the sale of the herein described property at any time after a default has occurred in any of the covenants of this Mortgage, as herein provided; and the said Mortgagor hereby authorizes the said Mortgagees, or the duly authorized attorney or agent of said Mortgagees, after default shall have occurred as aforesaid, to sell the hereby Mortgage property. Any such sale, whether under the aforementioned assent to a decree or under the aforementioned power of sale, shall be under the provisions of Section 7-105, Real Property Volume, Annotated Code of Maryland, and the Maryland Rules of Procedure or under any other general or local laws of the State of Maryland relating to mortgages or any supplement, amendment or addition thereto.

And such sale shall be made after giving notice by advertisement as required by the aforesaid statute and rules; and the terms of the sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient.

And upon any such sale of said property under this Mortgage, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to said sale, including a counsel fee of One Hundred Dollars (\$100.00) for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed to the trustees for making sales of property under decree of court of equity in Maryland; (2) To the payment of all claims of the Mortgagees, their personal representatives and assigns hereunder, whether the same shall have matured or not; and, (3) The balance, if any, to the said Mortgagor, or its successors and assigns, or to whomsoever may be entitled to the same.

And it is covenanted that until default be made in any covenant or condition of this Mortgage, the said Mortgagor shall have possession of the property, upon paying in the meantime all taxes and assessments, public dues and charges levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest secured by this Mortgage, which mortgage debt and interest, taxes, assessments, public dues and charges the said Mortgagor covenants to pay when legally due, and upon payment thereof, to exhibit to the Mortgagees, their personal representatives and assigns, upon request, the receipted bills therefore. And the said Mortgagor covenants to keep the improvements on the hereby mortgaged property insured against loss by fire, windstorm or other such hazards that the Mortgagees may from time to time require in an insurance company or companies acceptable to, and in an amount from time to time designated by the said Mortgagees, their successors and assigns, but at no time less than the value of the improvements on said property, and to

cause each and every policy of insurance on said property to be so framed or endorsed as in case of fire and/or windstorm or other loss to inure to the benefit of the said Mortgagees, their personal representatives and assigns, to the extent of its or their lien or claim under this Mortgage and to deliver said policy or policies to the Mortgagees, their personal representatives and assigns, to be kept by the Mortgagees, their personal representatives and assigns, and to deliver all renewals thereof to the said Mortgagees, their personal representatives and assigns, at its principal office or at such other place, either within or without the said State of Maryland, as the owner or holder hereof may, from time to time, in writing, designated, one week in advance of the expiration of the same, stamped "Paid".

The said Mortgagor covenants that it will warrant specially the property hereby mortgaged and will execute such further assurances as may be requisite.

And the said Guarantors, Claus W. Bethmann and Madeline A. Bethmann, his wife, execute this Mortgage for the sole purpose of guaranting payment and they do hereby guarant~~e~~ payment of the full amount of the mortgage debt, together with all accrued and unpaid interest thereon, in accordance with the terms hereof.

The Mortgagees herein hereby covenant and agree to pay or cause to be paid all sums due and to become due and to perform and comply with all of the terms, covenants and provisions of a prior mortgage to William H. Bittorf, Sr., Et Ux, herein referred to above, and the said Mortgagees herein further agree that in the event of default in the payment of all sums due or to become due to William H. Bittorf, Sr., Et Ux, under said mortgage, the Mortgagor herein may pay all such sums and shall be entitled to full credit on account the debt secured by this mortgage, to the end and intent that the Mortgagees herein and not the Mortgagor is obligated to pay the said mortgage to William H. Bittorf, Sr., Et Ux; and upon any default and acceleration of the debt due hereunder, it is understood and agreed that the amount due to the Mortgagee shall be the principal balance plus interest due hereunder less the principal balance due on said mortgage to William H. Bittorf, Sr., Et Ux.

Whenever used herein the words "Mortgagor" and "Mortgagees" shall include the heirs, personal representatives and assigns of the Mortgagor or Mortgagors, or Mortgagee or Mortgagees, if individuals, and the successors and/or assigns of the Mortgagor or Mortgagors, or Mortgagee or Mortgagees, if corporate. The use of any gender shall be applicable to all genders and "Mortgagees" shall include any payee of the indebtedness hereby secured, or any transferee thereof, whether by operation of law or otherwise. The use of the singular shall include the plural.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals the day and year first herein written.

ATTEST:

Madelina A. Bethmann Sec.
MADELINE A. BETHMANN, Sec.

WITNESS:

WITNESS:

WITNESS:

WITNESS:

WITNESS:

Richard A. Gillespie
RICHARD A. GILLESPIE

THE YACHTSMAN INN, INC.

BY: Claus W. Bethmann (SEAL)
CLAUS W. BETHMANN, President

Claus W. Bethmann (SEAL)
CLAUS W. BETHMANN, Guarantor

Madelina A. Bethmann (SEAL)
MADELINE A. BETHMANN, Guarantor

John B. Price (SEAL)
JOHN B. PRICE

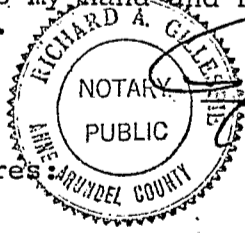
H. Thomas Price (SEAL)
H. THOMAS PRICE

Philip E. Price (SEAL)
PHILIP E. PRICE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 17th day of April, 1975, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared CLAUS W. BETHMANN, President of THE' YACHTSMAN INN, INC., Mortgagor, and in the name and on behalf of said body corporate, he acknowledged the foregoing Mortgage to be its corporate act. And at the same time also appeared JOHN B. PRICE, H. THOMAS PRICE and PHILIP E. PRICE, the within named Mortgagees, and they made oath in due form of law that the consideration therein set forth is true and bona fide and they acknowledged the foregoing Mortgage to be their joint and several act. And at the same time also appeared CLAUS W. BETHMANN and MADELINE A. BETHMANN, Guarantors, and they each acknowledged the foregoing instrument to be their joint and several act.

WITNESS my hand and Notarial Seal the day and year last above written.



Richard A. Gillespie
Notary Public

My Commission Expires

7-1-78

RECEIVED FOR RECORD
RECORDED IN LIBER cuc
92 FOLIO 461

1975 APR 18 AM 11: 11

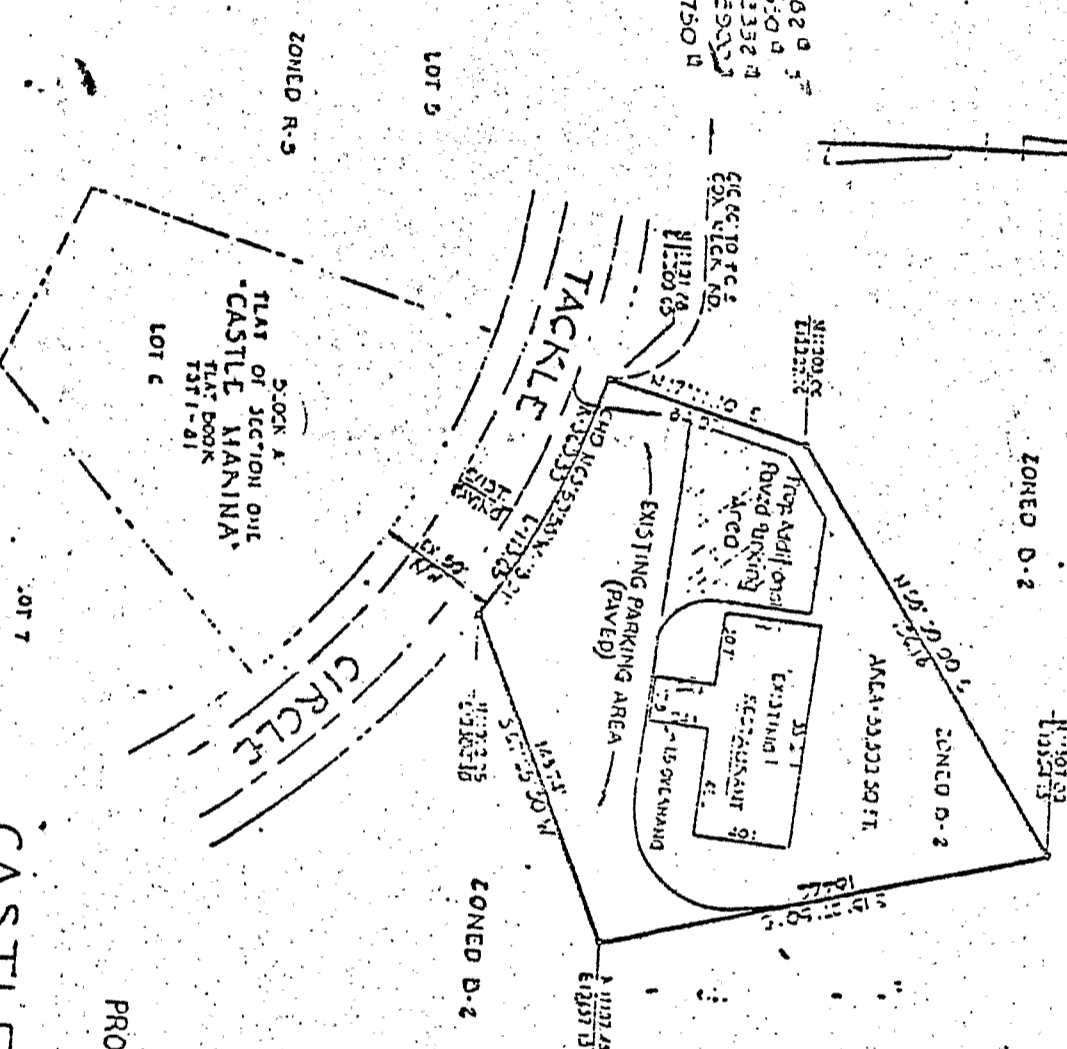
Land RECORD FOR
QUEEN ANNE'S CO., MD.
CHARLES W. CECIL, CLERK

(SEAL)

APR 18-75 * 23598 *****51.00
APR 18-75 A 23598 *****33.00
APR 18-75 A 23597 *****21.00

NOTE: THIS PLAN HAS BEEN APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF QUEEN ANNE'S COUNTY, MARYLAND, AND IS SUBJECT TO THE ZONING ORDINANCES OF SAID COUNTY.

FRANK J. JESCHKE
3000 W. BROADWAY
ANNAPOLIS, MD. 21403
TEL. 410-291-1111



KENT ISLAND
QUEEN ANNE'S CO., MARYLAND
JANUARY 20, 1972 SCALE: 1"=50'

OWNER:
STURF FORD, INC.
8 EAST PLEASANT ST.
BALTO. MD., 21202

PROPERTY TO BE CONVEYED BY
STURF FORD INC.
CASTLE MARINA DESTAINDANT

DOCUMENT NO. 88367

RECEIVED FOR RECORD
& RECORDED IN LIBER 117 FOLIO 388
RECEIVED FOR RECORD

1977 MAY -9 PM 3:18

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

Assignment

MAY -9-77 A #2 684 *****6 00

OF MORTGAGE FROM The Yachtsman Inn, Inc., Claus W. Bethmann and Madeline A. Bethmann
TO John B. Price, H. Thomas Price and Philip E. Price AS RECORDED IN

LIBER CWC NO. 92 FOLIO 461

MAIL TO Queenstown Bank of Md., Queenstown, Md. 21658

ASSIGNMENT

ASSIGNMENT

FOR VALUE received the within and foregoing mortgage and the indebtedness due thereon is hereby assigned to the Queenstown Bank of Maryland this 11th day of April, 1977.

WITNESS:

Charles J. Smith
As to all three

John B. Price (SEAL)
John B. Price

H. Thomas Price (SEAL)
H. Thomas Price

Phillip E. Price (SEAL)
Phillip E. Price

MT NO. 96,794

RECEIVED
CLERK, COUNTY OF QUEEN ANNE

No. 1979 FEB -2 PM RECEIVED FOR RECORD

QUEEN ANNE'S COUNTY

Assignment

FEB -2-79 A #24870 *****5 00

OF MORTGAGE FROM The Yachtsman Inn, Inc., Claus W. Bethmann and Madeline A. Bethmann, his wife

TO John B. Price, H. Thomas Price and Philip E. Price AS RECORDED IN

LIBER CWC NO. 92 FOLIO 461

MAIL TO To be placed in Chy. No. 6346

ASSIGNMENT

We hereby assign the within and foregoing mortgage unto Charles E. Smith, Attorney, for the purpose of collection by foreclosure or otherwise.

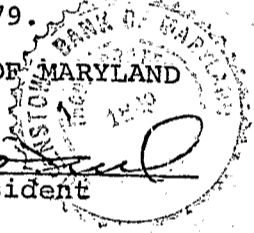
WITNESS the hand of said body corporate by James R. Fritch its President, and its Corporate seal affixed hereto and attested by its Cashier this 25th day of January, 1979.

ATTEST:

QUEENSTOWN BANK OF MARYLAND

John W. Fritch
Cashier

BY James R. Fritch
President



Stamps: 133-00

(5)

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:

DOCKET NO. 6346

Charles E. Smith

TYPE OF PROCEEDING Mortgage Foreclosure

vs.

The Yachtsman Inn, Inc.

CLAIM OF THE UNITED STATES
FOR INTERNAL REVENUE TAXES

TAXPAYER'S IDENTIFYING NUMBER
Social Security No.
Employer Identification No. 52-1034948

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. The Yachtsman Inn, Inc. is justly and truly indebted to the United States in the sum of \$11,547.17 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) Interest to 03/24/80 Penalty	7809	1,219.06 87.79 69.18	06/22/79	02/06/79
WT-FICA (Form 941) Interest to 03/24/80 Penalty	7812	1,981.76 124.83 97.13	06/22/79	04/23/79
FUTA (Form 940) Interest to 03/24/80 Penalty	7612	731.76 49.09 44.34	06/22/79	02/05/79
WT-FICA (Form 941) Interest to 03/24/80 Penalty	7803	7.76 .83 -0-	PRIORITY	
WT-FICA (Form 941) Interest to 03/24/80 Penalty	7903	1,864.39 55.31 32.05	PRIORITY	
FUTA (Form 940) Interest to 03/24/80 Penalty	7712	2,466.79 88.77 50.21	PRIORITY	
FUTA (Form 940) Interest to 03/24/80 Penalty	7812	2,431.17 91.08 53.87	PRIORITY	

QUEEN ANNE'S COUNTY
1980 FEB 28 AM 9 22
CLERK

- 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;
- There are no set-offs or counterclaims to said debt;
- 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;
- 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
- 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

27th February, 1980

[Signature]
Notary Public

SIGNATURE

[Signature]
INTERNAL REVENUE SERVICE TITLE

Chief, Special Procedures Staff

ADDRESS

P. O. Box 1076
Baltimore, MD 21203

February 13, 1980

Yachtsman Inn, Inc.
 P.O. Box 148
 Chester, MD 21619

Attention: Nicholas Bethmann

Dear Mr. Bethmann:

Foreclosure proceedings have been filed in the Circuit Court for Queen Anne's County against the property mortgaged by Yachtsman Inn, Inc. to John B. Price, H. Thomas Price, and Philip E. Price. 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 W74 a 2 (c).

This sale will be held on the premises on Friday, February 29, 1980, at 10:00 O'Clock a.m., Eastern Standard 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

RECEIVED
 QUEEN ANNE'S COUNTY
 FEB 13 1980

PI6 4170671

RECEIPT FOR CERTIFIED MAIL

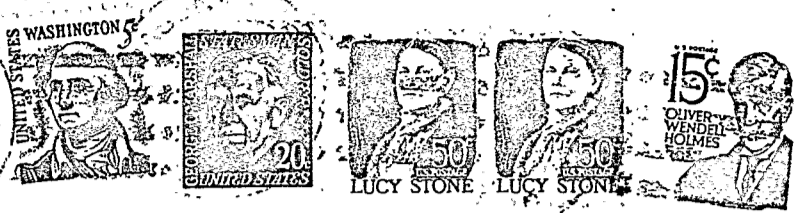
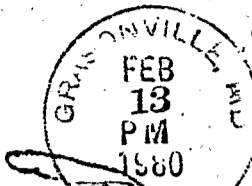
NO INSURANCE COVERAGE PROVIDED—
 NOT FOR INTERNATIONAL MAIL
 (See reverse)

SENT TO	Yachtsman Inn, Inc. STREET AND NO.
P.O. STATE AND ZIP CODE	Chester, MD 21619
POSTAGE	\$1.80
CERTIFIED FEE	41
SPECIAL DELIVERY	
RESTRICTED DELIVERY	
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	
RETURN RECEIPT SERVICE	
OPTIONAL SERVICES	
CONSULT POSTMASTER FOR FEES	
TOTAL POSTAGE AND FEES	\$1.80
POSTAGE PAID	

PS Form 3800, Apr. 1976



Law Offices
Charles E. Smith, P. A.
P. O. Box 147
Main Street
Grasonville, Maryland 21638



REIMBURSEMENT REQUESTED

Do not remove this envelope
Do not open in this envelope

Yachtsman Inn, Inc.
P.O. Box 148
Chester, MD 21619

ATTENTION: Nicholas Bethmann

CERTIFIED

P16 4170671

MAIL

Name _____
1st Notice 2/14/80
2nd Notice 2/22/80
Return 3/1/80

The Star-Democrat

Easton, Md.

This is to certify that the annexed

ATTORNEY'S SALE

in the case of

Charles E. Smith
Assignee of Mortgage

vs.

The Yachtsmen Inn
J26

1980 MAR 11 PM 2:13

was published in THE STAR-DEMOCRAT, one of the news-
papers printed and published in Queen Anne
each of three successive weeks beginning
the 13th day of Feb. A.D. 19 80

THE EASTON PUBLISHING COMPANY

Publishers of THE STAR-DEMOCRAT
This legal ran Feb. 13, 20, 27

Per Nancy Z. Gregory

Attorney's Sale Valuable Fee Simple Real Estate

in Chester, Maryland

Under and by virtue of the power of sale contained in two mortgages from The Yachtsman Inn, Inc., a body corporate of the State of Maryland, to John B. Price, H. Thomas Price and Philip E. Price, dated April 4, 1975, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 92, folio 455 and C.W.C. No. 92, folio 461; default having occurred in the terms of said mortgages. The undersigned attorney, said mortgages having been assigned to him for collection by foreclosure, will offer at public auction on the premises, located on Tackle Circle and Anchor Lane in Castle Marina Subdivision, Chester, Queen Anne's County, State of Maryland, at the hour of 10:00 o'clock A.M., Eastern Standard Time on

**Friday
February 29, 1980**

the following real estate to wit:

ALL that tract or parcel of land situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, as set forth and shown on a plat thereof, dated January 20, 1972, by Purdum and Jeschke, consulting Engineers and Surveyors, and more particularly described by metes and bounds, courses and distances, as follows, to wit:

BEGINNING for the same on the northernmost side of Tackle Circle shown on a Plat of Section 1, Castle Marina recorded among the Land Records of Queen Anne's County, Maryland in Plat Book T.S.P. 1, at folio 81, said point being 616.86 feet from the end of the fillet curve connecting the said northernmost line of Tackle Circle with the easternmost line of Cox Neck Road. Said 616.86 feet being measured along said northernmost line of Tackle Circle, thence by four lines of division as now drawn, the four following courses and distances, viz.

1. North 17 degrees 11 minutes 10 seconds East 84.97 feet,
2. North 53 degrees 00 minutes 00 seconds East 196.18 feet,
3. South 13 degrees 27 minutes 50 seconds East 184.66 feet, and
4. South 67 degrees 25 minutes 30 seconds West 143.74 feet to the above mentioned northernmost line of Tackle Circle, thence binding along the northernmost line of Tackle Circle in a northwesterly direction 113.65 feet by the arc of a curve to the left having a radius of 369.39 feet and a chord distance of North 63 degrees 59 minutes 58 seconds West 113.21 feet to the point of beginning, containing an area of 33,392 square feet of land, more or less.

BEING all the same land granted and conveyed unto The Yachtsman Inn, Inc. by deed dated April 4, 1975, from John B. Price, H. Thomas Price, and Philip E. Price, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 92, folio 451.

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.

ALSO TOGETHER with the chattel and personal property described in the aforesaid mortgages. A list of said chattels and personal property shall be furnished on the day of sale.

IMPROVEMENTS: Three story building consisting of modern restaurant, bar, kitchen, and related facilities.

TERMS OF SALE: The purchaser(s) shall be required to deposit the sum of Twenty Thousand Dollars (\$20,000.00) 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 BR6b3 of the Maryland Rules of Procedure.

Charles E. Smith
Assignee of Mortgage
Telephone 301-327-7550

Joseph Jackson, Jr.
Auctioneer

J262-13,20,27

CHARLES E. SMITH * IN THE CIRCUIT COURT
ASSIGNEE * FOR
VS. * QUEEN ANNE'S COUNTY
THE YACHTSMAN INN, INC. * IN EQUITY
MORTGAGOR * CHANCERY NO. 6346

10* MAR 14* PM 2:14

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Charles E. Smith, Assignee of the mortgages from The Yachtsman Inn, Inc. to John B. Price, H. Thomas Price and Phillip E. Price, (1) dated April 4, 1975, and recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber C.W.C. No. 92, folio 455, and (2) dated April 1975, and recorded among the Land Records of said Queen Anne's County in Liber C.W.C. No. 92, folio 461, in which mortgages the mortgagee is granted power of sale after any default in the terms of said mortgages, respectfully shows:

That default having occurred in the terms thereof by reason of the nonpayment when due of the principal and interest of the notes secured by said mortgages, the said Charles E. Smith filed in this Honorable Court his order to docket suit to foreclose said mortgages, accompanied by the said mortgages, his sworn statement as to the mortgage indebtedness and his bond given to the State of Maryland, executed by himself and the Aetna Casualty and Surety Company, a body corporate, duly authorized by its charter to become sole surety on bonds of this character, as surety in the full and just sum of One Hundred Forty Five Thousand Dollars (\$145,000.00), containing the conditions required by law relative to the foreclosure of mortgages under a power of sale contained therein.

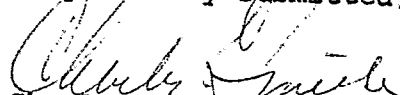
That after having advertised the mortgaged premises for sale in accordance with the annexed Certificate of Advertisement in The Star Democrat, a newspaper published in said County at least once each week for three (3) successive weeks, the first such publication being not less than fifteen (15) days 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 certified mail to the mortgagor, at its last known address, notice of the time, place and terms of sale, the said Charles E. Smith did attend, on the property located on Tackle Circle and Anchor Lane in Castle Marina Subdivision, Chester, Queen Anne's County, Maryland, at the hour of 10:00 A.M., Eastern Standard Time, on February 29, 1980, and after having the auctioneer cry the sale for a considerable length of time, and after reading the advertisement of sale, did sell all that lot, parcel or tract of land, together with the improvements thereon, situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, and more particularly described in the abovementioned mortgages, and Advertisement of Sale unto Melvin Edwards as Agent for John B. Price, H. Thomas Price, and Phillip E. Price, being then and there the highest bidder therefor, at and for the sum of Forty One Thousand One Hundred Dollars (\$41,100.00).

The purchaser is acting as agent for the holders of the mortgages being foreclosed and as the mortgages are due the entire net proceeds from the sale of this property. Therefore, this attorney is confident that they will comply with the terms of the sale and no down payment or security has been required.

The purchaser's affidavit required by the Maryland Rules, Certificate of the Auctioneer, and Certificate of the Advertisement of Sale are attached hereto.

This report states the amount of sale to be Forty One Thousand One Hundred Dollars (\$41,100.00).

Respectfully submitted,


Charles E. Smith

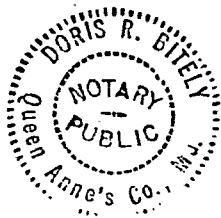
STATE OF MARYLAND

QUEEN ANNE'S COUNTY

to wit:

I HEREBY CERTIFY, That on this 7th day of March, 1980, before me, the subscriber, personally appeared Charles E. Smith, Assignee in the aforementioned proceedings, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made.

AND further made oath as aforesaid that there has been no change in the matters and facts set forth in the Affidavit as to the military service filed in this cause on January 31, 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.




NOTARY PUBLIC

My Commission Expires: 7/01/82

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ASSIGNEE	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
THE YACHTSMAN INN, INC.	*	IN EQUITY
MORTGAGOR	*	CHANCERY NO. 6346
	* * *	

AFFIDAVIT OF PURCHASER

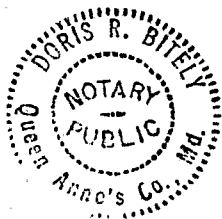
STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S:

SS:

I HEREBY CERTIFY, That on this 29th day of February, 1980, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Melvin Edwards at the foreclosure sale of this cause and being duly authorized so to do, made oath in due form of law that he as agent for John B. Price, H. Thomas Price and Phillip E. Price purchased all that parcel or tract of land, with improvements, described in the Advertisement of Sale in this cause for John B. Price, H. Thomas Price and Phillip E. Price, and that no others are interested in said sale as principal or principals, and that he did not directly or indirectly discourage anyone from bidding on said property.

WITNESS my hand and notarial seal.



Doris R. Bitely
 NOTARY PUBLIC

My Commission Expires: 7/01/82

CLERK OF COURT
 19:0 MAR 11 PH 2:13
 QUEEN ANNE'S COUNTY

CERTIFICATE OF AUCTIONEER

I HEREBY CERTIFY, That I did sell at Public Auction:
ALL that tract or parcel of land situate, lying
and being in the Fourth Election District of Queen Anne's
County, State of Maryland, as set forth and shown on a plat
thereof, dated January 20, 1972, by Purdum and Jeschke,
consulting Engineers and Surveyors, and more particularly
described by metes and bounds, courses and distances, as
follows, to wit:

BEGINNING for the same on the northernmost side of
Tacke Circle shown on a Plat of Section 1, Castle Marina
recorded among the Land Records of Queen Anne's County,
Maryland in Plat Book T.S.P. 1, at folio 81, said point
being 616.86 feet from the end of the fillet curve connecting
the said northernmost line of Tackle Circle with the easternmost
line of Cox Neck Road. Said 616.86 feet being measured
along said northernmost line of Tackle Circle, thence by
four lines of division as now drawn, the four following
courses and distances, viz.

1. North 17 degrees 11 minutes 10 seconds East
84.97 feet,
2. North 58 degrees 00 minutes 00 seconds East
196.18 feet.
3. South 13 degrees 27 minutes 50 seconds East
187.66 feet, and
4. South 67 degrees 25 minutes 30 seconds West
143.74 feet to the above mentioned northernmost line of
Tackle Circle, thence binding along the northernmost line of
Tackle Circle in a northwesterly direction 113.65 feet by

NOV 11 AM 2 13
QUEEN ANNE'S COUNTY

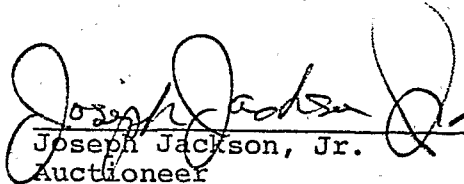
the arc of a curve to the left having a radius of 369.39 feet and a chord distance of North 63 degrees 59 minutes 58 seconds West 113.21 feet to the point of beginning, containing an area of 33,392 square feet of land, more or less.

BEING all the same land granted and conveyed unto The Yachtsman Inn, Inc. by deed dated April 4, 1975, from John B. Price, H. Thomas Price, and Phillip E. Price, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 92, folio 451.

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.

ALSO TOGETHER with the chattel and personal property described in the aforesaid mortgages.

On the property located on Tackle Circle and Anchor Lane in Castle Marina Subdivision, Chester, Queen Anne's County, Maryland, on Friday, February 29, 1980, beginning at the hour of 10:00 O'Clock A.M. Eastern Standard Time unto Melvin Edwards as agent for John B. Price, H. Thomas Price, and Phillip E. Price for the sum of Forty One Thousand One Hundred Dollars (\$41,100.00).


Joseph Jackson, Jr.
Auctioneer

ORDER NISI ON SALE

CHARLES E. SMITH, Assignee

vs.

THE YACHTSMAN INN, INC.

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

Cause No. 6346

ORDERED, this 11th day of March, 1980, that the sale of the real property, made and reported in this cause by Charles E. Smith, Assignee, be ratified and confirmed, on or after the 11th day of April, 1980, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 4th day of April, 1980.

The report states the amount of sales to be \$41,100.00.

Margaret H. Rankin Clerk

Filed March 11, 1980

The Star-Democrat

Easton, Md.

This is to certify that the annexed

Order NISI

in the case of

Charles E. Smith-Assignee

vs.

The Yachtsman Inn, Inc.
J93

was published in THE STAR-DEMOCRAT, *Talbot + Queen Anne's Counties* one of the news-

papers printed and published in Talbot county once in

each of three successive weeks beginning

the 19th day of March A.D. 19 80

THE EASTON PUBLISHING COMPANY

Publishers of THE STAR-DEMOCRAT

Per *Nancy S. Gregory*

FILED

MAY 28 1980

CIRCUIT COURT
QUEEN ANNE'S CO.

ORDER NISI
ON SALE
CHARLES E. SMITH
Assignee
vs.
THE YACHTSMAN INN,
INC.
In The
Circuit Court
for Queen Anne's
County
In Equity
Cause No. 6346

ORDERED, this 11th day
of March, 1980, that the
sale of the real property,
made and reported in this
cause by Charles E. Smith,
Assignee, be ratified and
confirmed, on or after the
11th day of April, 1980,
unless cause to the
contrary thereof be
previously shown;
provided a copy of this
order be inserted in some
newspaper published in
Queen Anne's County,
Maryland, once in each of
three successive weeks
before the 4th day of April,
1980.

The report states the
amount of sales to be
\$41,100.00.

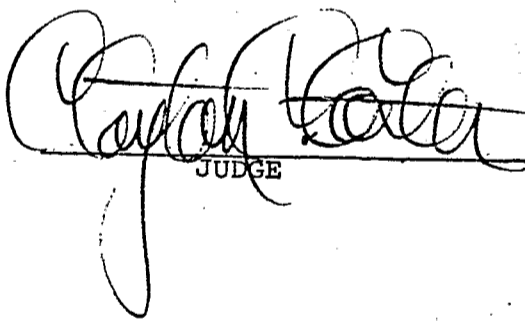
Marguerite W. Mankin
Clerk
Filed March 11, 1980
True Copy.
Test:
Marguerite W. Mankin,
Clerk
By: Betty M. Comegys
Deputy Clerk

J933-19,26,4-2

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ASSIGNEE	*	FOR
Vs.	*	QUEEN ANNE'S COUNTY
THE YACHTSMAN INN, INC.	*	IN EQUITY
MORTGAGOR	*	CHANCERY NO. 6346
* * * * *		

FINAL ORDER OF RATIFICATION OF SALE

IT IS ORDERED, by the Circuit Court for Queen Anne's County, that the sale of the real estate made and reported in this cause by Charles E. Smith, 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 prededing Order Nisi; and the said Charles E. Smith, Assignee, is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers therefor to the Auditor.

Dated: May 29, 1980 
 JUDGE

CLERK
 1980 JUN -2 AM 8:54
 QUEEN ANNE'S COUNTY

JUN 30-80 A 922613 ****97 00
JUN 30-80 A 922612 ****10 00

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ASSIGNEE	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
THE YACHTSMAN INN, INC.	*	IN EQUITY
MORTGAGOR	*	NO. 6346
	*	
	*	

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, Assignee, wherein it appears that the proceeds of sale are insufficient to pay the expenses of the sale and the mortgage debt.

2. That in the within account, Charles E. Smith, Assignee, 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 fee and expenses of your auditor, and the balance was distributed to the mortgagee.

Respectfully submitted,

J. Thomas Clark
 J. Thomas Clark
 Auditor

CLERK
 1980 JUN 30 PM 1:20
 QUEEN ANNE'S COUNTY

CAUSE NO. 6346

The proceeds of the sale of land reported in this
cuase, in account with Charles E. Smith, Assignee, 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:----- \$41,100.00
Interest to date of purchase----- 790.92
\$41,890.92

Dr.

To Charles E. Smith, Assignee, (and vendor),
per terms of mortgage to wit:
1-His commissions for making sale-----\$2,244.55
2-His fee for his services----- 200.00 \$2,444.55
To do, for an amount paid Marguerite W. Mankin,
Clerk, for Court Costs, per receipt
exhibited, to wit:----- 179.00
To do, for an amount paid Joseph Jackson,
Auctioneer, for crying said sale on
February 29, 1980, per rules of
Court, the sum of ----- 102.75
To do, for amount paid Star Democrat per its
receipts exhibited, to wit:
1-For publishing NOTICE of Sale----- 303.40
2-Order Nisi of Sale----- 48.90 352.35
To do, for amount paid The Banner,
advertising sale, per attached
receipt 340.20
To do, for amount paid U.S. Post Office
for certified mail, notice to
mortgagors, per its receipts
exhibited, to wit:----- 2.80

Date: June 30, 1980

J. Thomas Clark
J. Thomas Clark
Auditor

To Avon-Dixon Agency, Inc. for Bond premium per attached receipts \$1,160.00

To J. Thomas Clark, Auditor, as follows:

1-His fee for stating audit-----\$45.00

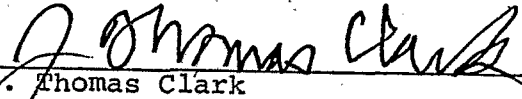
2-His expenses involved in stating audit and notifying parties 10.00 55.00

To do, amount deducted at settlement for unpaid real estate taxes and road charge per attached settlement sheet 2,770.58

To John B. Price, H. Thomas Price and Philip E. Price, balance of proceeds for payment on mortgage indebtedness 34,483.69

\$41,890.92

Date: June 30, 1980



J. Thomas Clark
Auditor

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ASSIGNEE	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
THE YACHTSMAN INN, INC.	*	IN EQUITY
MORTGAGOR	*	NO. 6346
	* * *	

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on June 30, 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:

John B. Price, H. Thomas Price,
and Philip E. Price
Castle Marina
Chester, MD 21619

Charles E. Smith
Assignee
Grasonville, MD 21638

The Yachtsman Inn, Inc.
P.O. Box 148
Chester, MD 21619

Pursuant to Rule 12d, Rules of the Second Judicial Circuit of Maryland, a copy of the audit duly certified by the undersigned, was mailed to each of the above named persons at the above stated addresses, and pursuant to Rule 595, Section G, Maryland Rules of Procedure, notify each of them that said account was filed on June 30, 1980, 1980, with the Clerk of the Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before July 15, 1980, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on July 16, 1980.

1980 JUN 30 PM 1:20
QUEEN ANNE'S COUNTY

J. Thomas Clark

J. Thomas Clark
Auditor

CHARLES E. SMITH, Assignee

vs.

THE YACHTSMAN INN, INC.

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
No. 6346

*
*
*
*
*
*
*

NISI RATIFICATION OF AUDIT

ORDERED this 30th day of June, 1980,
that the report and account filed in these proceedings by _____
J. Thomas Clark, Auditor, be ratified on or after the
16th day of July, 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 W. Markin Clerk

Filed June 30, 1980

CHARLES E. SMITH, Assignee

vs.

THE YACHTSMAN INN, INC.

* IN THE CIRCUIT COURT
* FOR QUEEN ANNE'S COUNTY
* IN EQUITY
* No. 6346
*
*
*

FINAL RATIFICATION OF AUDIT

ORDERED this 16th day of July, 1980,
by the Court that the account of the Auditor is finally ratified and
confirmed, and Charles E. Smith, 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 July 16, 1980

IN THE MATTER OF THE TAX *
 SALES IN QUEEN ANNE'S COUNTY, *
 MARYLAND, FOR THE YEAR 1980, *
 OF PROPERTIES ASSESSED TO THE *
 FOLLOWING: EARL L. AND *
 KATHERINE CUMINGS; BAY STATE *
 BUILDERS, INC.; EDWARD M. AND *
 CHARLCIE DAVIES; GEORGE W. *
 HELFRICH; GEORGE W. HELFRICH; *
 ROBERT F. HICKS, JR.; JULIA A. *
 KAYLER; LAWRENCE AND FRANCES *
 L. REED; MERRIL H. ROBINSON; *
 CLARENCE L. AND LENA M. WILSON; *
 HELEN W. COLONNA; JOHN WATSON *

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

NO. 6676

* * * * *

REPORT OF TAX SALES

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Record of Tax Sales made by William H. Tolson, 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 1979-1980 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 William H. Tolson, Treasurer for Queen Anne's County, for collection.
2. That as to the properties hereinafter set forth respectively, the taxes thereon were not paid when due.
3. That William H. Tolson, Treasurer, caused to be published in the Queen Anne's Journal, a newspaper printed and published and of general circulation in Queen Anne's County, once in each of two successive weeks, between the 15th day of February and the 1st day of March, a list of all delinquents, together with the amount of taxes for which they were respectively in arrears, with a notice of warning to such delinquents thereto appended that unless payment be made in full of said taxes, together with all interest and costs accrued thereon to the date of payment on or before the 10th day of April, 1980, 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

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

750-0677

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, 1980, 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, 1980, the Treasurer would proceed at 10:00 a.m. on that day at the Court House in said County to offer said property for sale to the highest bidder for cash. A certificate of said publication is attached hereto as a part hereof.

6. The said Treasurer not having received the taxes in arrears on the several parcels of land, hereinafter described did proceed to sell on May 20, 1980, 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.

THIRD DISTRICT

ALL that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located near Starr, being designated on Map 61, Block 11, as Parcel 13, Queen Anne's County Tax Maps, consisting of 2 acres of land, more or less and improvements. Assessed value \$3543.00, assessed to Earl L. and Katherine Cumings for \$55.42 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	\$	55.42
Interest- - - - -		2.58
Advertising - - - - -		15.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	97.50
5% Treasurer's Commission - - - - -		375.00
	\$	472.50

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CENTREVILLE, MD. 21617

756-0677

The property was sold to Wm. Victor Wood at and for the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) 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 Lot 6, Plat 5, Queen Anne's Colony, being designated on Map 70, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$7,760.00, assessed to Bay State Builders, Inc. for \$127.26 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	\$	127.26
Interest - - - - -		5.84
Advertising - - - - -		15.00
Attorney - - - - -		15.00
Auctioneer - - - - -		7.50
Notary Public - - - - -		2.00
		<hr/>
	\$	172.60
5% Treasurer's Commission - - - - -		325.00
	\$	<hr/> 497.60

The property was sold to Charles E. Anthony, Jr. at and for the sum of Six Thousand Five Hundred Dollars (\$6,500.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 3, Block B, Plat 5, Cloverfields being designated on Map 49, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$2,995.00, assessed to Edward M. and Charlcie Davies for \$49.12 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	\$	49.12
Interest - - - - -		2.20
Advertising - - - - -		15.00
Attorney - - - - -		15.00
Auctioneer - - - - -		7.50
Notary Public - - - - -		2.00
		<hr/>
	\$	90.82
5% Treasurer's Commission - - - - -		160.00
	\$	<hr/> 250.82

The property was sold to Autry Noblitt and Stran J. Funk at and for the sum of Three Thousand Two Hundred Dollars (\$3,200.00) 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

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North side Route 50, Northwest Chester being designated on Map 57, Block 7, as Parcel 356, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$36,845.00, assessed to George W. Helfrich for \$604.26 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	\$	604.26
Interest- - - - -		32.21
Advertising - - - - -		15.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	675.97
5% Treasurer's Commission - - - - -		600.00
	\$	1275.97

The property was sold to Clarence Ouellette at and for the sum of Twelve Thousand Dollars (\$12,000.00) 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 North side U. S. 50, West Chester being designated on Map 57, Block 7, as Parcel 3, Queen Anne's County Tax Maps, consisting of 5.407 acres of land, more or less and improvements. Assessed value \$23,620.00, assessed to George W. Helfrich for \$387.37 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	\$	387.37
Interest- - - - -		20.64
Advertising - - - - -		15.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	447.51
5% Treasurer's Commission - - - - -		950.00
	\$	1397.51

The property was sold to Wm. Vernon Haddaway at and for the sum of Nineteen Thousand Dollars (\$19,000.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland located Lots 6-8, Block 1A, Kentmorr Airpark being designated on Map 70, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value \$2,278.00, assessed to Robert F. Hicks, Jr. for \$37.36 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	\$	37.36
-----------------	----	-------

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CENTREVILLE, MD. 21617
758-0877

Interest- - - - -	1.74
Advertising - - - - -	15.00
Attorney- - - - -	15.00
Auctioneer- - - - -	7.50
Notary Public - - - - -	2.00
	<hr/>
5% Treasurer's Commission - - - - -	\$ 78.60
	<hr/>
	\$ 243.60

The property was sold to Mary E. Daniel and Clarence Morgan at and for the sum of Three Thousand Three Hundred Dollars (\$3,300.00) 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 26, Block J, Plat 3, Cloverfields being designated on Map 49, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$1,864.00, assessed to Julia A. Kayler for \$30.57 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	\$ 30.57
Interest- - - - -	1.43
Advertising - - - - -	15.00
Attorney- - - - -	15.00
Auctioneer- - - - -	7.50
Notary Public - - - - -	2.00
	<hr/>
5% Treasurer's Commission - - - - -	\$ 71.50
	<hr/>
	\$ 226.50

The property was sold to Eugene F. Deems, 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 East side of Cox Neck Road, South Chester being designated on Map 64, Block 1, as Parcel 54, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$2,731.00, assessed to Lawrence and Frances L. Reed for \$44.79 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	\$ 44.79
Interest- - - - -	2.11
Advertising - - - - -	15.00
Attorney- - - - -	15.00
Auctioneer- - - - -	7.50
Notary Public - - - - -	2.00
	<hr/>
5% Treasurer's Commission - - - - -	\$ 86.40
	<hr/>
	\$ 231.40

The property was sold to Martha G. Boxley at and for the

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ATTORNEY AT LAW
CENTREVILLE, MD. 21617
758-0677

sum of Two Thousand Nine Hundred Dollars (\$2,900.00) 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 5, Block 4, Section 1, Bay City being designated on Map 56, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$3,544.00, assessed to Merrill H. Robinson for \$58.12 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	\$	58.12
Interest- - - - -		2.73
Advertising - - - - -		15.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	100.35
5% Treasurer's Commission - - - - -		270.00
	\$	370.35

The property was sold to Charles E. Anthony, Jr. and Susie E. Embert at and for the sum of Five Thousand Four Hundred Dollars (\$5,400.00) 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 16, Block I, Kentmorr Airpark being designated on Map 70, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$412.00, assessed to Clarence L. and Lena M. Wilson for \$6.75 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	\$	6.75
Interest- - - - -		.32
Advertising - - - - -		15.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	46.57
5% Treasurer's Commission - - - - -		35.00
	\$	81.57

The property was sold to Mary E. Daniels and Clarence Morgan at and for the sum of Seven Hundred Dollars (\$700.00) they being then and there the highest bidders thereof.

SEVENTH DISTRICT

ALL that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located in Crumpton being designated on Map 5 A, Block 6, as

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ATTORNEY AT LAW
CENTREVILLE, MD. 21617
756-0677

Parcel 11, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$12,728.00. assessed to Helen W. Colonna for \$208.74 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	\$	208.74
Interest- - - - -		9.75
Advertising - - - - -		15.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
		<hr/>
5% Treasurer's Commission - - - - -	\$	257.99
		<hr/>
	\$	700.00
		<hr/>
	\$	957.99

The property was sold to James A. Crew at and for the sum of Fourteen Thousand Dollars (\$14,000.00) 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 near Sandtown being designated on Map 2, Block 14, as Parcel 4, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$1,063.00, assessed to John Watson for \$17.44 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	\$	17.44
Interest- - - - -		.81
Advertising - - - - -		15.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
		<hr/>
5% Treasurer's Commission - - - - -	\$	57.75
		<hr/>
		105.00
		<hr/>
	\$	162.75

The property was sold to Eugene F. Deems, Sr. at and for the sum of Two Thousand One Hundred Dollars (\$2,100.00) 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

William H. Tolson
 William H. Tolson, Treasurer of
 Queen Anne's County, Maryland

JAMES E. THOMPSON, JR.
 ATTORNEY AT LAW
 CENTREVILLE, MD. 21617
 736-0877

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

I HEREBY CERTIFY, that on this 11th day of June 1980, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared WILLIAM H. TOLSON, Treasurer for Queen Anne's County, and made oath in due form of law that the matters and facts set forth in the foregoing REPORT OF TAX SALES are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

James G. Anthony
Notary Public
My Commission Expires: July 1, 1982



Centreville, Md. May 28 19 80

We Herely Certify

That the annexed advertisement of Q.A.C. Tax Sale

was published in the QUEEN ANNE'S JOURNAL, a newspaper published in Queen Anne's county Maryland, once in each of Three successive weeks before the 20th day of May 19 80

And that the first insertion of said advertisement in the said QUEEN ANNE'S JOURNAL was on the 30th day of April 19 80, and the last insertion on the 14th day of May 19 80

George Kaehn
Publishers, Queen Anne's Journal
Per Mary Ann Real

Page 14-Queen Anne's Jo

TAX SALES

Under and by virtue of the authority vested in the undersigned by the laws of the State of Maryland, Acts of the General Assembly of Maryland for the year 1957, Chapter 205, applicable to the collection of State and County Taxes within Queen Anne's County, THE COUNTY TREASURER OF QUEEN ANNE'S COUNTY hereby gives notice that the following taxes are due and owing for the State, County and Town for the years 1978-79 - 1979-80 thru June 30, 1980 inclusive, there will be added to each of the following amounts, interest, fees and costs.

Unless payment be made in full of said taxes together with all interests and costs accrued thereon before the third Tuesday in May of 1980 to wit:

**TUESDAY
MAY 20,
1980**

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

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

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

All properties will be sold without warranty of title or representation as to compliance with zoning or health regulations.

The names of the person or persons to whom the respective parcels or lots of land and improvements, if any, are assessed with a brief description thereof, the District in which the same is located, together with the amount of taxes due and in arrears are as follows: **INTERESTS, COSTS, FEES AND EXPENSES TO BE ADDED.**

**WILLIAM H. TOLSON
TREASURER
for QUEEN ANNE'S
COUNTY
MARYLAND**

1st District

No. 3

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located near Sudler-ville being designated on Map 12, Block 22, as Parcel 12, Queen Anne's County Tax Maps, consisting of 5 acres of land, more or less and improvements. Assessed value \$3385, assessed to Genevieve Potts for \$55.51 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 4

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located near Barclay being designated on Map 24, Block 6, as Parcel 115, Queen Anne's County Tax Maps, consisting of

a lot and improvements. Assessed value \$12,473, assessed to Raymond M. & Betty J. Smith for \$204.56 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 5

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located near Roberts being designated on Map 24, Block 21, as Parcel 46, Queen Anne's County Tax Maps, consisting of 4 acres of land, more or less. Assessed value \$550, assessed to Rachel Sparks for \$9.02 taxes in arrears plus interest, costs, and expenses to day of sale.

2nd District

No. 8

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located in Church Hill being designated on Map 23, Block 1, as Parcel 69, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$10,701, assessed to John L. & Elizabeth Kazur for \$170.77 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 9

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located Rt. 213 near Chestertown being designated on Map 9, Block 12, as Parcel 71, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$10,600, assessed to Wilbur R. & Pauline Leonard for \$173.84 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 10

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located in Chester Harbor lots 163-169 being designated on Map 10, Block , as Parcel 46, Queen Anne's County Tax Maps, consisting of 2 lots and improvements. Assessed value \$13,985, assessed to Richard L. & Margaret Manning for \$229.35 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 12

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located in Price being designated on Map 30, Block 15, as Parcel 57, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$7775, assessed to Albert A. Sr. & Sandra Schaubert for \$124.01 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 13

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located near Starkey's Corner being designated on Map 22, Block 22, as Parcel 159, Queen Anne's County Tax Maps, consisting of 4 acres of land, more or less and improvements. Assessed value \$6355, assessed to Ralph L. & Mary Wright for \$104.22 taxes in arrears plus interest, costs, and expense to day of sale.

3rd District

No. 16

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located near Starr being designated on Map 61, Block 11, as Parcel 13, Queen Anne's County Tax Maps, consisting of 2 acres of land, more or less and improvements. Assessed value \$3543, assessed to Earl L. & Katherine Cumings for \$55.42 taxes in arrears plus interest, costs, and expenses to day of sale.

4th District

No. 19

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located in Stevensville being designated on Map 56, Block 6, as Parcel 129, Queen Anne's County Tax Maps, consisting of lot and improvements. Assessed value \$4885. Assessed to Richard B. & James R. Baxter for \$80.11 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 20

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 11, Kentwood being designated on Map 63, Block 15, as Parcel 147, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$8754, assessed to Christopher A. Batzer, et al for \$143.57 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 21

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 6 Plat 5 - Queen Anne's Colony being designated on Map 70, Block , as Parcel , Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$7760, assessed to Bay State Builders, Inc. for \$127.26 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 22

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 12-12 A - Blk O-Sect. 1 - K.I. Est. being designated on Map 70, Block , as Parcel , Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value \$1660, assessed to Robt. F. & Nancy H. Bullock for \$27.22 taxes in arrears plus interest, costs, and expenses to day of sale.

356, Queen Anne's County Tax Maps, consisting of lot and improvements. Assessed value \$36,845, assessed to George W. Helfrich for \$604.26 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 28

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located N/side U.S. 50 - W/Chester being designated on Map 57, Block 7, as Parcel 3, Queen Anne's County Tax Maps, consisting of 5.407 acres of land, more or less and improvements. Assessed value \$23,620, assessed to George W. Helfrich for \$387.37 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 29

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 6-B Blk. 1A, Kentmorr, Airpark being designated on Map 70, Block , as Parcel , Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value \$2278, assessed to Robert F. Hicks, Jr. for \$37.36 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 30

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 21 - Blk E-Plat 4 - Cloverfields being designated on Map 49, Block , as Parcel , Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$1823, assessed to Sherman H. & Grace M. Hooker for \$29.90 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 31

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 3 - Blk FF - Plat 6 - Cloverfields being designated on Map 49, Block , as Parcel , Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$1378, assessed to Wm. O. & Anna Howes for \$22.60 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 39

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 1 - Blk Y - Plat 1 - Cloverfields being designated on Map 49, Block , as Parcel , Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$2100, assessed to Phillip H. & Denise Marshnor for \$34.44 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 40

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, Lots 3 & 4 Blk. G being designated on Map 70, Block , as Parcel , Queen Anne's County Tax Maps, consisting of 2 lots acres of land, more or less and improvements. Assessed value \$16,054, assessed to Ann Olive McMillips for \$160.21 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 41

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located S. Md. Rt. 18 - E/Chester being designated on Map 57, Block 10, as Parcel 153, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$5759, assessed to Donald O. Nash, Sr. for \$87.85 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 42

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located on Baits Neck Rd. being designated on Map 63, Block 8, as Parcel 59, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$4590, assessed to Henry Morgan for \$75.28 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 44

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located E/side Cox Neck Rd. S/Chester being designated on Map 64, Block 1, as Parcel 54, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$2731, assessed to Lawrence & Frances L. Reed for \$44.79 taxes in arrears plus interest, costs, and expenses to day of sale.

to Robert G. & Joann Webb for \$391.03 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 49

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Dundee Ave. in Chester being designated on Map 57, Block 10, as Parcel 49, Queen Anne's County Tax Maps, consisting of 5 acres of land, more or less and improvements. Assessed value \$12,917, assessed to Wayne D. & Kathleen B. Wicker for \$211.83 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 50

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 16 - Blk 1 - Kentmorr Airpark being designated on Map 70, Block , as Parcel , Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$412, assessed to Clarence L. & Lena M. Wilson for \$6.75 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 51

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located W/side Rt. 8 - S/Stevensville being designated on Map 56, Block 4, as Parcel 286, Queen Anne's County Tax Maps, consisting of 5 acres of land, more or less. Assessed value \$43,520, assessed to Yachting Associates for \$713.73 taxes in arrears plus interest, costs, and expenses to day of sale.

5th District

No. 55

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located at Kent Narrows being designated on Map 57, Block 18, as Parcel 339, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$34,336, assessed to Robert W. & Callie Matthews for \$580.29 taxes in arrears plus interest, costs, and expenses to day of sale.

ne's County, Maryland, located in Grasonville being designated on Map 58, Block 22, as Parcel 259, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$5,781, assessed to Marion M. Stringer for \$94.81 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 60

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located Lot 12 - Section 2 - White House Acres being designated on Map 58, Block 23, as Parcel 730, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$2,197, assessed to Palmer D. & Linda J. Swann for \$36.03 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 62

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located in Grasonville being designated on Map 58, Block 21, as Parcel 170, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$6,855, assessed to Irene A. Timms for \$105.78 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 63

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located near Grasonville being designated on Map 58, Block 24, as Parcel 585, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$2,592, assessed to Robert Veney for \$42.50 taxes in arrears plus interest, costs, and expenses to day of sale.

6th District

No. 65

All that lot or parcel of land lying and being in the 6th Election District of Queen Anne's County, Maryland, located near Queen Anne being designated on Map 62, Block 14, as Parcel 9, Queen Anne's County Tax Maps, consisting of 5 acres of land, more or less and improvements. Assessed value \$8,360, assessed to Avalon Farms, Inc. for \$137.10 taxes in arrears plus interest, costs, and expenses to day of sale.

\$135.79 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 69

All that lot or parcel of land lying and being in the 6th Election District of Queen Anne's County, Maryland, located near Queen Anne being designated on Map 62, Block 14, as Parcel 39, Queen Anne's County Tax Maps, consisting of 17 acres of land, more or less. Assessed value \$5,595, assessed to William & Mary Littleton for \$91.76 taxes in arrears plus interest, costs, and expenses to day of sale.

7th District

No. 71

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located in Pondtown being designated on Map 5, Block 18, as Parcel 63, Queen Anne's County Tax Maps, consisting of 2 acres of land, more or less. Assessed value \$642, assessed to Alice Bratcher for \$10.52 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 72

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located near Pondtown being designated on Map 11, Block 6, as Parcel 18, Queen Anne's County Tax Maps, consisting of 7 acres of land, more or less and improvements. Assessed value \$9,599, assessed to Virginia Burke for \$157.43 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 73

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located near Pondtown being designated on Map 11, Block 6, as Parcel 18, Queen Anne's County Tax Maps, consisting of 2 acres of land, more or less. Assessed value \$362, assessed to Virginia Burke for \$5.93 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 23

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lots 10-10A - 11-11A - Blk 0 Sect. 1 - K.I. Est. being designated on Map 70, Block , as Parcel , Queen Anne's County Tax Maps, consisting of 4 lots. Assessed value \$3430, assessed to Robert F. & Nancy H. Bullock for \$56.25 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 24

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 4 - Blk C. Tower Gardens being designated on Map 76, Block , as Parcel , Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$46,402, assessed to Carl C. & Paris M. Campbell for \$760.99 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 25

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 3 - Blk. B - Plat 5 - Cloverfields being designated on Map 49, Block , as Parcel , Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$2995, assessed to Edward M. & Charlie Davies for \$49.12 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 27

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located N/side, Rt. 50 - N/W Chester being designated on Map 57, Block 7, as Parcel

No. 33

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 26 - Blk. J. Plat 3 - Cloverfields being designated on Map 49, Block , as Parcel , Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$1054, assessed to Julia A. Kaylor for \$30.57 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 34

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 13 - Blk E. Sect. 1 - Romancoton on the Bay being designated on Map 76, Block , as Parcel , Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$1575, assessed to Edna E. Lynch & Eliz. E. Ellis for \$25.83 taxes in arrears plus interest, cost, and expense to day of sale.

No. 38

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 2 - Blk Y. Plat 1 - Cloverfields being designated on Map 49, Block , as Parcel , Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$20,230, assessed to Philip H. & Dennis Marshner for \$331.77 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 45

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 5 - Blk 4 - Sect. 1 - Bay City being designated on Map 56, Block , as Parcel , Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$3544, assessed to Merrill H. Robinson for \$58.12 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 46

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Dominion - Little Creek Rd. being designated on Map 64, Block 9, as Parcel 223, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$6970, assessed to Evelyn Stowers & James Keene for \$114.31 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 48

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 20 - Blk 26 - Sect. 2 - Bay City being designated on Map 56, Block , as Parcel , Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$23,843, assessed

No. 56

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located at Kent Narrows being designated on Map 57, Block 12, as Parcel 367, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$1,442, assessed to Darty & Fannie Price, Heirs for \$23.64 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 57

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located in Grasonville being designated on Map 58, Block 22, as Parcel 262, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$5,500, assessed to Jas. O. & Sarah J. Robinson for \$90.20 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 58

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located near Gouldtown Lot 10 being designated on Map 43, Block 15, as Parcel 66, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$2,096, assessed to Harrison & Betty E. Smith for \$34.37 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 59

All that lot or parcel of land lying and being in the 5th Election District of Queen An-

No. 66

All that lot or parcel of land lying and being in the 6th Election District of Queen Anne's County, Maryland, located near Starr being designated on Map 61, Block 11, as Parcel 71, Queen Anne's County Tax Maps, consisting of 3 acres of land, more or less and improvements. Assessed value \$2,071, assessed to Percy Jacobs for \$33.96 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 67

All that lot or parcel of land lying and being in the 6th Election District of Queen Anne's County, Maryland, located Lot 5 Lucky Shoe Ranchettes being designated on Map 38, Block 3, as Parcel 41, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$14,208, assessed to Raymond W. Jr. & Christine O. Jordan for \$233.02 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 68

All that lot or parcel of land lying and being in the 6th Election District of Queen Anne's County, Maryland, located near Queen Anne being designated on Map 62, Block 14, as Parcel 37, Queen Anne's County Tax Maps, consisting of 30 acres of land, more or less. Assessed value \$8,280, assessed to William & Mary Littleton for

No. 74

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located in Crumpton being designated on Map 5A, Block 6, as Parcel 11, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$12,728, assessed to Helen W. Colonna for \$203.74 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 75

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located in Ewington being designated on Map 11, Block 7, as Parcel 90, Queen Anne's County Tax Maps, consisting of 7 acre of land, more or less and improvements. Assessed value \$9072, assessed to George E. Holloway for \$148.78 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 76

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located near Sandtown being designated on Map 2, Block 14, as Parcel 4, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$1,053, assessed to John Watson for \$17.44 taxes in arrears plus interest, costs, and expenses to day of sale.

William H. Tolson
Treasurer
for Queen Anne's County, Maryland

IN THE MATTER OF THE TAX *
SALES IN QUEEN ANNE'S COUNTY, *
MARYLAND, FOR THE YEAR 1980, *
OF PROPERTIES ASSESSED TO THE *
FOLLOWING: EARL L. AND *
KATHERINE CUMINGS; BAY STATE *
BUILDERS, INC.; EDWARD M. AND *
CHARLCIE DAVIES; GEORGE W. *
HELFRICH; GEORGE W. HELFRICH; *
ROBERT F. HICKS, JR.; JULIA A. *
KAYLER; LAWRENCE AND FRANCES *
L. REED; MERRIL H. ROBINSON; *
CLARENCE L. AND LENA M. WILSON; *
HELEN W. COLONNA; JOHN WATSON *

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

NO. 6676

* * * * *
ORDERED, this 12th day of June, 1980, that the
Tax Sale made and reported in this cause by William H. Tolson,
Treasurer, for Queen Anne's County, State of Maryland, be
ratified and confirmed on or after the 15th day of July,
1980, unless cause to the contrary thereof be previously shown;
provided a copy of this Order be inserted in some newspaper
printed and published in Queen Anne's County, State of Maryland,
once a week for four successive weeks commencing on the 18th
day of June, 1980, and ending on the 9th day of
July, 1980.

AND the report states amount of sale to be \$79,700.00.

William H. Tolson
J U D G E

FILED: June 12, 1980

CLERK
1980 JUN 12 PM 3:43
QUEEN ANNE'S COUNTY

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
750-0877

Centreville, Md. July 14 19 80

We Herely Certify

That the annexed advertisement of Tax Sale, Q.A.C., No. 6676

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 15th day of July 19 80

And that the first insertion of said adver-

tisement in the said QUEEN ANNE'S

JOURNAL was on the 18th day of

June 19 80, and the last insertion

on the 9th day of July

19 80

George Kaehn

Publishers, Queen Anne's Journal

Per Wm. J. Reed

CLERK

1980 JUL 14 PM 11:44

QUEEN ANNE'S COUNTY

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

NO. 6676

IN THE MATTER OF
THE TAX SALES IN
QUEEN ANNE'S
COUNTY, MARY-
LAND, FOR THE
YEAR 1980, OF
PROPERTIES ASSES-
SED TO THE
FOLLOWING: EARL
L. AND KATHERINE
CUMINGS; BAY
STATE BUILDERS,
INC.; EDWARD M.
AND CHARLIE
DAVIES; GEORGE W.
HELFRICH; GEORGE
W. HELFRICH;
ROBERT F. HICKS,
JR.; JULIA A.
KAYLER; LAWREN-
CE AND FRANCES L.
REED; MERRIL H.
ROBINSON; CLAR-
ENCE L. AND LENA
M. WILSON; HELEN
W. COLONNA; JOHN
WATSON

ORDERED, this 12th
day of June, 1980, that
the Tax Sale made and
reported in this cause
by William H. Tolson,
Treasurer, for Queen
Anne's County, State
of Maryland, be
reaffirmed and confir-
med on or after the
15th day of July, 1980,
unless cause to the
contrary thereof be
previously shown;
provided a copy of this
Order be inserted in
some newspaper prin-
ted and published in
Queen Anne's County,
State of Maryland, on-
ce a week for four suc-
cessive weeks com-
mencing on the 18th
day of June, 1980, and
ending on the 9th day
of July, 1980.

AND the report
states amount of sale
to be \$79,700.00.

Clayton C. Carter
Judge

Filed: June 12, 1980

TRUE COPY, TEST:
Marguerite W. Mankin
Clerk

By: Betty M. Comegys
Deputy Clerk

IN THE MATTER OF THE TAX
SALES IN QUEEN ANNE'S COUNTY,
MARYLAND, FOR THE YEAR 1980,
OF PROPERTIES ASSESSED TO THE
FOLLOWING: EARL L. AND
KATHERINE CUMINGS; BAY STATE
BUILDERS, INC.; EDWARD M. AND
CHARLCIE DAVIES; GEORGE W.
HELFRICH; GEORGE W. HELFRICH;
ROBERT F. HICKS, JR.; JULIA A.
KAYLER; LAWRENCE AND FRANCES
L. REED; MERRIL H. ROBINSON;
CIARENCE L. AND LENA M. WILSON;
HELEN W. COLONNA; JOHN WATSON

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY
NO. 6676

* * * * *

ORDERED, this 16th day of JULY, 1980, by the
Circuit Court for Queen Anne's County, in Equity, and by the
authority of said Court, that the following tax sales on the
20th day of May, 1980, 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:

- | | |
|--------------------------------|-----------------------------|
| Earl L. and Katherine Cumings | - Third Election District |
| Bay State Builders, Inc. | - Fourth Election District |
| Edward M. and Charlcie Davies | - Fourth Election District |
| George W. Helfrich | - Fourth Election District |
| George W. Helfrich | - Fourth Election District |
| Robert F. Hicks, Jr. | - Fourth Election District |
| Julia A. Kayler | - Fourth Election District |
| Lawrence and Frances L. Reed | - Fourth Election District |
| Merril H. Robinson | - Fourth Election District |
| Clarence L. and Lena M. Wilson | - Fourth Election District |
| Helen W. Colonna | - Seventh Election District |
| John Watson | - 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 12th day of JUNE, 1980, a
Certificate of Publication of said ORDER NISI being filed in this
cause showing publication thereof in accordance with said ORDER.

R. Thomas Evergan

J U D G E

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
756-0677

CHARLES E. SMITH
Grasonville, Maryland
Assignee

VS.

MARY BRINKLEY
Queenstown, Maryland
Mortgagors

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY NO. 6537

* * *

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 MARY BRINKLEY
to QUEENSTOWN BANK OF MARYLAND, dated October 20, 1977, and
recorded among the Land Records of Queen Anne's County,
Maryland, in Liber C.W.C. No. 127, folio 215, and assigned
by said Queenstown Bank of Maryland on October 24, 1979, to
Charles E. Smith for collection by foreclosure; 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.

OCT 29-79 A 25023 *****5000



Charles E. Smith, Attorney
named in mortgage
P.O. Box 147
Grasonville, Maryland 21638
Telephone: 827-7550

CLERK'S OFFICE
1979 OCT 29 PM 1:36
QUEEN ANNE'S COUNTY

STATE OF MARYLAND

QUEEN ANNE'S COUNTY

to wit:

I HEREBY CERTIFY, That on this 24th day of October, 1979, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Charles E. Smith, Assignee, and made oath in due form of law that MARY BRINKLEY, the mortgagor referred to in the foregoing Order to Docket Suit, is not now, nor has she 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 mortgagor.



Doris R. Bately

NOTARY PUBLIC

My Commission Expires: 7/01/82

THIS MORTGAGE, made this 20th day of October, 1977, by and between MARY BRINKLEY party of the first part, hereinafter referred to as MORTGAGOR, and QUEENSTOWN BANK OF MARYLAND party of the second part, hereinafter referred to as MORTGAGEE.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith in the principal sum of Five Thousand and no/100 Dollars (\$ 5,000.00) payable, with interest thereon from the date hereof at the rate of Ten (10 %) per centum per annum on the unpaid principal until paid, at the designated office of the holder, in the manner following:

On Demand

RECEIVED
CLERK, CIRCUIT COURT.
1977 OCT 24 PM 2:34
QUEEN ANNE'S COUNTY

OCT 24-77 * 27695 *****24.50
OCT 24-77 A #27695 *****16.50
OCT 24-77 A #27694 *****8.00

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

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

All that tract and lot of land situate, lying and being in the Second Precinct of the Fifth Election District of Queen Anne's County, State of Maryland, lying on the South side of the State Road formerly leading from Grasonville to Kent Island Narrows, but separated from said State Road by another lot of land formerly belonging to Edward Earle Coursey and wife, and located on the Eastern side of the Wells Cove Road, bounded on the north by the lands formerly of Edward Earl Coursey and wife, bounded on the South and East by lands of Herman S. Thompson, and bounded on the West by the Wells Cove Road, and more particularly described as follows, to wit:

BEGINNING for the same at a point on the Eastern side of the Wells Cove Road (which said road is near the Kent Narrows and Fisherman's Inn and lies East thereof) which point of beginning is the northwest corner of a lot of land of Herman Thompson, and is the Southwest corner of the lot hereby conveyed, thence running with and along the said Eastern side of said Wells Cove Road in a Northern direction a distance of 138 feet to other land formerly of Edward Earl Coursey and wife; thence in an Eastern direction and parallel with the said Grasonville Narrow Road a distance of 105 feet to the land of Herman Thompson; thence at right angles to said last mentioned line in a Southern direction a distance of 138 feet to another lot of said Herman Thompson; thence with the Northern boundary of said last mentioned Thompson lot in a Westerly direction a distance of 105 feet to the point of beginning.

BEING a part of the same land conveyed unto the mortgagor herein by deed from Mary Brinkley, Personal Representative of the estate of Asbury Tilghman, deceased, dated the 29th day of January, 1976, and recorded among the land records of Queen Anne's County in Liber C.W.C. No. 101, folio 560.

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.

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:

Doris R. Bitely

Mrs. Mary Brinkley (SEAL)
Mary Brinkley

..... (SEAL)

..... (SEAL)

STATE OF MARYLAND

COUNTY OF Queen Anne's

On this the 20th day of October, 1977, before me, Doris R. Bitely

the undersigned officer, personally appeared MARY BRINKLEY

known to me to be the person (s) whose name (s) is/are

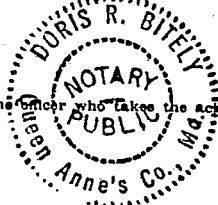
subscribed to the within instrument and acknowledged that they executed the same for the purposes therein

contained; and at the same time appeared Charles E. Smith, Agent for the within

named mortgagee

and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, (and that he is the duly authorized agent of the within named Mortgagee to make this affidavit.)

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



Doris R. Bitely

Notary Public
My Commission Expires: 7/01/78

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

RECEIVED
CLERK OF COURT

No. 9 OCT 29 PM 1:24
Re RECEIVED FOR RECORD

QUEEN ANNE'S COUNTY

Assignment

OCT 29-79 A #25024 *****5 00

OF MORTGAGE FROM Mary Brinkley

TO Queenstown Bank of Maryland

AS RECORDED IN

LIBER CWC NO. 127 FOLIO 215

MAIL TO Place Equity No. 6537

Recorded in Md 1156, folio 548

ASSIGNMENT

The within and foregoing mortgage is hereby assigned unto Charles E. Smith, Attorney, for the purpose of collection by foreclosure or otherwise.

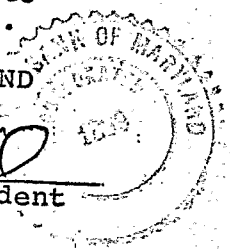
WITNESS The Hand of said body corporate by James R. Friel its President, and its Corporate seal affixed hereto and attested by its Cashier this 24th day of October, 1979.

ATTEST:

John W. Hanky
Cashier

QUEENSTOWN BANK OF MARYLAND

BY James R. Friel
President



CLEAR, OCT 29 PM 1:27
QUEEN ANNE'S COUNTY

CHARLES E. SMITH
Grasonville, Maryland
Assignee

VS.

MARY BRINKLEY
Queenstown, Maryland
Mortgagors

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY NO. 6537

STATEMENT OF MORTGAGE INDEBTEDNESS

BALANCE DUE on Principal of Note dated October 20, 1977, in the gross amount of \$5,000.00 by MARY BRINKLEY to QUEENSTOWN BANK OF MARYLAND	\$4,695.00
With earned interest through October 24, 1979	201.96
Late Charges	<u>36.30</u>
TOTAL	\$4,933.26

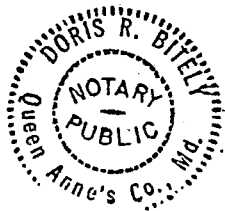
Interest will accrue at the rate of \$1.28 per day
after October 24, 1979.

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S

to wit:

THIS IS TO CERTIFY That on this 24th day of October,
1979, before the subscriber, a Notary Public of the State
and County aforesaid, personally appeared CHARLES E. SMITH,
Assignee of said mortgage, and made oath in due form of law
that the foregoing Statement of Mortgage indebtedness due
by MARY BRINKLEY 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. Bately
NOTARY PUBLIC
My Commission Expires: 7/01/82

Equity 6537

AETNA CASUALTY & SURETY COMPANY
HARTFORD, CONNECTICUT

Bond No. 98 S 15315

IN THE CIRCUIT COURT FOR Queen Annes COUNTY, MARYLAND.

Charles E. Smith, Assignee,
Plaintiff

vs.

Equity No. _____

Mary Brinkley
Defendant

BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Charles E. Smith, Assignee 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 Five Thousand ----- 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 25 day of October 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 Mary Brinkley to The Queenstown Bank of Maryland bearing date the 20 day of October, 1977 and recorded among the mortgage records of Queen Annes County in Liber No. C.C.W127 Folio 215 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, Assignee do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden Charles E. Smith, Assignee has hereto set his hand and Seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

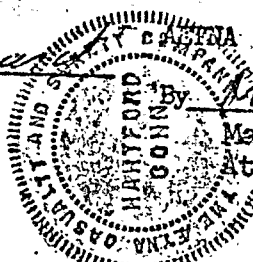
Signed, sealed and delivered in the presence of:

Charles E. Smith (SEAL)
Charles E. Smith.

Koris R. Bitley (SEAL)

Witness:

Leora S. Baynard



AETNA CASUALTY & SURETY COMPANY

By Matthew B. LaMotte
Matthew B. LaMotte
Attorney-in-fact

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber CWC No. 2, folio 339, a Bond Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 5th day of November, 1979.

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

CLERK OF THE COURT
1979 DEC 12 PM 3:19
QUEEN ANNE'S COUNTY

CHARLES E. SMITH
ASSIGNEE
VS.
MARY BRINKLEY
MORTGAGOR

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY
CHANCERY NO. 6537

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Charles E. Smith, Assignee of the mortgage from Mary Brinkley to Queenstown Bank of Maryland, dated October 20, 1977, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 127, folio 215, 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 Charles E. Smith filed in this Honorable Court his order to docket suit to foreclose said mortgage, accompanied by the said mortgage, his sworn statement as to the mortgage indebtedness and his bond given to the State of Maryland, executed by himself and the Aetna Casualty and Surety Company, a body corporate, duly authorized by its charter to become sole surety on bonds of this character, as surety in the full and just sum of Five Thousand Dollars (\$5,000.00), containing the conditions required by law relative to the foreclosure of mortgages under a power of sale contained therein.

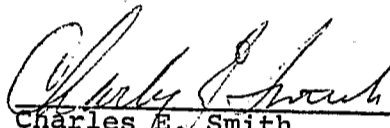
That after having advertised the mortgaged premises for sale in accordance with the annexed Certificate of Advertisement in The Star Democrat, a newspaper published in said County at least once each week for (4) successive weeks, the first such publication being not less than twenty (20) days prior to 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 mortgagor, at her last known address, notice of the time, place and terms of sale, the said Charles E. Smith did attend, in front of the Courthouse door, in the Town of Centreville, Queen Anne's County, Maryland, at the hour of 11:30 A.M., Eastern Standard Time, on November 23, 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 abovementioned mortgage, and Advertisement of Sale unto Downes Music Company, Inc., Centreville, Maryland, it being then and there the highest bidder therefor, at and for the sum of Six Thousand Five Hundred Dollars (\$6,500.00).

The purchaser has made a cash deposit of One Thousand Dollars (\$1,000.00) as required by the advertisement of sale, and has given its assurance that it 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 Six Thousand Five Hundred Dollars (\$6,500.00).

Respectfully submitted,


Charles E. Smith

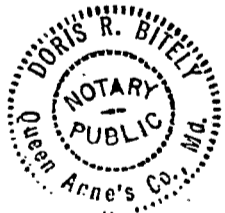
STATE OF MARYLAND

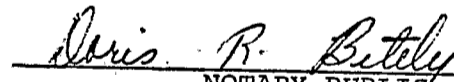
QUEEN ANNE'S COUNTY

to wit:

I HEREBY CERTIFY, That on this 3rd day of December, 1979, before me, the subscriber, personally appeared Charles E. Smith, Assignee in the aforementioned proceedings, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made.

AND further made oath as aforesaid that there has been no change in the matters and facts set forth in the Affidavit as to the military service filed in this cause on October 29, 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.




NOTARY PUBLIC
My Commission Expires: 7/01/82

The Star-Democrat

Easton, Md.

This is to certify that the annexed

Notice of Attorney's Sale

in the case of

Charles E. Smith Assignee

vs.

Mortgage from Mary Brinkley to Queenstown Bank

G96

was published in THE STAR-DEMOCRAT, one of the news- & Queen Anne's papers printed and published in Talbot county once in each of four successive weeks beginning

the 31 day of Oct A.D. 19 79

THE EASTON PUBLISHING COMPANY

Publishers of THE STAR-DEMOCRAT

This legal ad ran 10/31 - 11/7 - 11/14 and 11/21/79

Per Nancy S. Gregory

Attorney's Sale

Valuable Fee Simple Real Estate

in Grasonville, Maryland

Under and by virtue of the power of sale contained in a mortgage from Mary Brinkley to Queenstown Bank of Maryland, dated October 20, 1977, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 127, folio 215, default having occurred in the terms of said mortgages. The undersigned attorney, said mortgage having been assigned to him for collection by foreclosure, will offer at public auction in front of the Courthouse door in the Town of Centreville, Queen Anne's County, State of Maryland, at the hour of 11:30 O'Clock a.m., Eastern Standard Time on

Friday, Nov. 23, 1979

the following real estate, to wit:

ALL that tract and lot of land situate, lying and being in the Second Precinct of the Fifth Election District of Queen Anne's County, State of Maryland, lying on the South side of the State Road formerly leading from Grasonville to Kent Island Narrows, but separated from said State Road by another lot of land formerly belonging to Edward Earle Coursey and wife, and located on the Eastern side of the Wells Cove Road, bounded on the North by the lands formerly of Edward Earl Coursey and wife, bounded on the South and East by lands of Herman S. Thompson, and bounded on the West by the Wells Cove Road, and more particularly described as follows, to wit:

BEGINNING for the same at a point on the Eastern Side of the Wells Cove Road (which said road is near the Kent Narrows and Fisherman's Inn and lies East thereof) which point of beginning is the Northwest corner of a lot of land of Herman Thompson, and is the Southwest corner of the lot hereby conveyed, thence running with and along the said Eastern side of said Wells Cove Road in a Northern direction a distance of 138 feet to other land formerly of Edward Earl Coursey and wife; thence in an Eastern direction and parallel with the said Grasonville Narrow Road a distance of 105 feet to the land of Herman Thompson; thence at right angles to said last mentioned line in a Southern direction a distance of 138 feet to another lot of said Herman Thompson; thence with the Northern boundary of said last mentioned Thompson lot in a westerly direction a distance of 105 feet to the point of beginning.

BEING a part of the same land conveyed unto Mary Brinkley by deed from Mary Brinkley, Personal Representative of the estate of Asbury Tilghman, deceased, dated the 29th day of January, 1976, and recorded among the land records of Queen Anne's County in Liber C.W.C. No. 101, folio 560.

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: One story building.

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. Time being of the essence. 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 BR6b3 of the Maryland Rules of Procedure.

Charles E. Smith
Assignee of Mortgage
Telephone 301-827-7550

Joseph Jackson, Jr.
Auctioneer

G9610-31, 11-7, 14, 21

CHARLES E. SMITH

ASSIGNEE

VS.

MARY BRINKLEY

MORTGAGOR

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*
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IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY NO. 6537

AFFIDAVIT OF PURCHASER

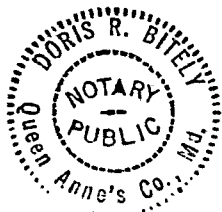
STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S:

SS:

I HEREBY CERTIFY, that on this 23rd day of November, 1979, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Jane Downes Nelson, Secretary-Treasurer of Downes Music Company, Inc., Centreville, Maryland, at the foreclosure sale of this cause and being duly authorized so to do, made oath in due form of law that she as such Secretary-Treasurer purchased all that parcel or tract of land, with improvements, described in the Advertisement of Sale in this cause for Downes Music Company, Inc., Centreville, Maryland, and 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.



Doris R. Bitley
Notary Public

My Commission Expires: 7/01/82

CERTIFICATE OF AUCTIONEER

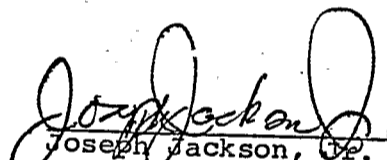
I HEREBY CERTIFY, That I did sell at Public Auction:
ALL that tract and lot of land situate, lying and being in the Second Precinct of the Fifth Election District of Queen Anne's County, State of Maryland, lying on the South side of the State Road formerly leading from Grasonville to Kent Island Narrows, but separated from said State Road by another lot of land formerly belonging to Edward Earle Coursey and wife, and located on the Eastern side of the Wells Cove Road, bounded on the North by the lands formerly of Edward Earl Coursey and wife, bounded on the South and East by lands of Herman S. Thompson, and bounded on the West by the Wells Cove Road, and more particularly described as follows, to wit:

BEGINNING for the same at a point on the Easternside of the Wells Cove Road (which said road is near the Kent Narrows and Fisherman's Inn and lies East thereof) which point of beginning is the Northwest corner of a lot of land of Herman Thompson, and is the Southwest corner of the lot hereby conveyed, thence running with and along the said Eastern side of said Wells Cove Road in a Northern direction a distance of 138 feet to other land formerly of Edward Earl Coursey and wife; thence in an Eastern direction and parallel with the said Grasonville Narrow Road a distance of 105 feet to the land of Herman Thompson; thence at right angles to said last mentioned line in a Southern direction a distance of 138 feet to another lot of said Herman Thompson; thence with the Northern boundary of said last mentioned Thompson lot in a westerly direction a distance of 105 feet to the point of beginning.

BEING a part of the same land conveyed unto Mary Brinkley by deed from Mary Brinkley, Personal Representative of the estate of Asbury Tilghman, deceased, dated the 29th day of January, 1976, and recorded among the land records of Queen Anne's County in Liber C.W.C. No. 101, folio 560.

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.

In front of the Court House door in the Town of Centreville, Queen Anne's County, Maryland, on Friday, November 23, 1979, beginning at the hour of 11:30 A.M., Eastern Standard Time unto Downes Music Company, Inc., for itself for the sum of Six Thousand Five Hundred Dollars (\$6,500.00).


Joseph Jackson, Jr.
Auctioneer

No. 512297
 RECEIPT FOR CERTIFIED MAIL
 NO INSURANCE COVERAGE PROVIDED—
 NOT FOR INTERNATIONAL MAIL
 (See Reverse)

SENT TO		Mary Brinkley
STREET AND NO.		P.O. Box 156
P.O., STATE AND ZIP CODE		Grasonville, MD 21638
POSTAGE		\$ 1.40
CONSULT POSTMASTER FOR FEES	CERTIFIED FEE	80 ¢
	SPECIAL DELIVERY	45 ¢
	RESTRICTED DELIVERY	¢
	SHOW TO WHOM AND DATE DELIVERED	¢
	SHOW TO WHOM, DATE, AND ADDRESS OF DELIVERY	¢
OPTIONAL SERVICES	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		\$ 2.25
POSTMARK OR DATE		NOV 9 1979 GRASONVILLE, MD USPO

PS Form 3800, Apr. 1976

November 9, 1979

Mrs. Mary Brinkley
 P.O. Box 156
 Grasonville, MD 21638

Dear Mrs. Brinkley:

Foreclosure proceedings have been filed in the Circuit Court for Queen Anne's County against the property mortgaged by you to the Queenstown Bank of Maryland. A copy of the advertisement of sale setting forth the time and place of sale and the terms thereof is enclosed. This notice is made pursuant to Maryland Rule W72 (2C).

This sale will be held in front of the Courthouse door in Centreville, Maryland, on Friday, November 23, 1979, at 11:30 a.m., Eastern Standard 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

PS Form 3811, Apr. 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

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:
 Mary Brinkley
 P.O. Box 156
 Grasonville, MD 21638

3. ARTICLE DESCRIPTION:
 REGISTERED NO. 512297 | CERTIFIED NO. | INSURED NO.

(Always obtain signature of addressee or agent)
 I have received the article described above.
 SIGNATURE Addressee Authorized agent
Mary Brinkley

4. DATE OF DELIVERY: 11-13-79

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

POSTMARK: NOV 13 1979
 USPO
 CLERK'S INITIALS

* GPO : 1977-O-234-337

Attorney's Sale

of Valuable Fee Simple Real Estate

in Grasonville, Maryland

Under and by virtue of the power of sale contained in a mortgage from Mary Brinkley to Queenstown Bank of Maryland, dated October 20, 1977, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 127, folio 215, default having occurred in the terms of said mortgages. The undersigned attorney, said mortgage having been assigned to him for collection by foreclosure, will offer at public auction in front of the Courthouse door in the Town of Centreville, Queen Anne's County, State of Maryland, at the hour of 11:30 O'Clock a.m., Eastern Standard Time on

Friday, Nov. 23, 1979

the following real estate, to wit:

ALL that tract and lot of land situate, lying and being in the Second Precinct of the Fifth Election District of Queen Anne's County, State of Maryland, lying on the South side of the State Road formerly leading from Grasonville to Kent Island Narrows, but separated from said State Road by another lot of land formerly belonging to Edward Earle Coursey and wife, and located on the Eastern side of the Wells Cove Road, bounded on the North by the lands formerly of Edward Earl Coursey and wife, bounded on the South and East by lands of Herman S. Thompson, and bounded on the West by the Wells Cove Road, and more particularly described as follows, to wit:

BEGINNING for the same at a point on the Eastern Side of the Wells Cove Road (which said road is near the Kent Narrows and Fisherman's Inn and lies East thereof) which point of beginning is the Northwest corner of a lot of land of Herman Thompson, and is the Southwest corner of the lot hereby conveyed, thence running with and along the said Eastern side of said Wells Cove Road in a Northern direction a distance of 138 feet to other land formerly of Edward Earl Coursey and wife; thence in an Eastern direction and parallel with the said Grasonville Narrow Road a distance of 105 feet to the land of Herman Thompson; thence at right angles to said last mentioned line in a Southern direction a distance of 138 feet to another lot of said Herman Thompson; thence with the Northern boundary of said last mentioned Thompson lot in a westerly direction a distance of 105 feet to the point of beginning.

BEING a part of the same land conveyed unto Mary Brinkley by deed from Mary Brinkley, Personal Representative of the estate of Asbury Tligham, deceased, dated the 29th day of January, 1976, and recorded among the land records of Queen Anne's County in Liber C.W.C. No. 101, folio 560.

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: One story building.

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. Time being of the essence. 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 BR6b3 of the Maryland Rules of Procedure.

Charles E. Smith
Assignee of Mortgage
Telephone 301-827-7550

Joseph Jackson, Jr.
Auctioneer

G9610-31, 11-7, 14, 21

ORDER NISI ON SALE

CHARLES E. SMITH, Assignee

vs.

MARY BRINKLEY

In the Circuit Court
for Queen Anne's County
In EquityCause No. 6537

ORDERED, this 12th day of December, 19 79, that the sale of the real property, made and reported in this cause by Charles E. Smith, Assignee, be ratified and confirmed, on or after the 14th day of January, 19 80 unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 7th day of January, 19 80.

The report states the amount of sales to be \$ 6,500.00.

Marguerite H. Mankin Clerk

Filed December 12, 1979

OFFICE OF
The Star-Democrat
Easton, Md.

CLEARING COURT
1980 JAN 18 PM 3:16
QUEEN ANNE'S COUNTY

This is to certify that the annexed

Order NISI on sale

in the case of
Charles E. Smith
Assignee

vs.

Mary Brinkley
Case No. 6537
I07

was published in THE STAR-DEMOCRAT, one of the news-
papers printed and published in Talbot county once in
each of three successive weeks beginning

the 19th day of Dec. A.D. 19 79

THE EASTON PUBLISHING COMPANY

Publishers of THE STAR-DEMOCRAT

Per Marilyn S. Gregory

ORDER NISI
ON SALE
CHARLES E. SMITH,
Assignee
vs.
MARY BRINKLEY
In The
Circuit Court
For Queen
Anne's County
In Equity
Cause No. 6537
ORDERED, this 12th day
of December, 1979, that the
sale of the real property,
made and reported in this
cause by Charles E. Smith,
Assignee, be ratified and
confirmed, on or after the
14th day of January, 1980,
unless cause to the
contrary thereof be
previously shown;
provided a copy of this
order be inserted in some
newspaper published in
Queen Anne's County,
Maryland, once in each of
three successive weeks
before the 7th day of
January, 1980.
The report states the
amount of sales to be
\$6,500.00.
Marguerite W. Mankin
Clerk
True copy, Test:
Marguerite W. Mankin,
Clerk
By Betty M. Comegys
Deputy Clerk
Filed December 12, 1979
I0712-19,26,1-2

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ASSIGNEE	*	FOR
VS	*	QUEEN ANNE'S COUNTY
MARY BRINKLEY	*	IN EQUITY
MORTGAGOR	*	CHANCERY NO. 6537
	*	
	*	

FINAL ORDER OF RATIFICATION OF SALE

IT IS ORDERED, 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, 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 Charles E. Smith, Assignee, is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers therefor to the Auditor.

Dated: January 21, 1980

Wayton Carter

 JUDGE

CLERK OF COURT
 1980 JAN 22 AM 11:08
 QUEEN ANNE'S COUNTY

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ASSIGNEE	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
MARY BRINKLEY	*	IN EQUITY
MORTGAGOR	*	NO. 6537
	* * *	

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, Assignee, 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, Assignee 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 fee and expenses of your auditor, and the balance was distributed to the mortgagee.

Respectfully submitted,

J. Thomas Clark
 J. Thomas Clark
 Auditor

March 10, 1980

CAUSE NO. 6537

The proceeds of the sale of land reported in this cause, in account with Charles E. Smith, Assignee, of the mortgage foreclosed in these proceedings (and vendor of said land)

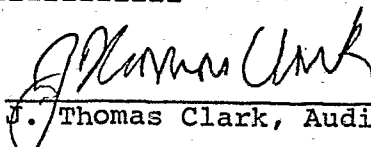
Cr.

By gross proceeds of the sale of said land, per report of said vendor, to wit: -----	\$6,500.00
Interest to date of purchase -----	63.13
Real Estate Tax Adjustment -----	72.80
	<u>\$6,635.93</u>

Dr.

To Charles E. Smith, Assignee (and vendor), per terms of mortgage, to wit:		
1-His commissions for making sale----	\$475.00	
2-His fee for his services-----	<u>500.00</u>	\$ 975.00
To do, for an amount paid Marguerite W. Mankin, Clerk, for Court Costs, per receipt exhibited, to wit:-----		144.00
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: -----		20.00
To do, for an amount paid Joseph Jackson, Auctioneer, for crying said sale on August 25, 1979, per rules of Court, the sum of -----		25.00
To do, for amount paid Star Democrat per its receipts exhibited, to wit:		
1-For publishing Notice of sale----	\$265.20	
2-Order Nisi of Sale-----	<u>44.85</u>	310.05
To do, for amount paid U.S. Post Office for certified mail, notice to mortgagors, per its receipts exhibited, to wit:-----		1.40

March 10, 1980


J. Thomas Clark, Auditor

To Real Estate Taxes charged to Seller per XXXXXX settlement sheet	\$145.42
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 Queenstown Bank of Maryland balance of proceeds for payment on mortgage indebtedness	<u>4,960.06</u>
	\$6,635.93

March 10, 1980

J. Thomas Clark

 J. Thomas Clark, Auditor

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ASSIGNEE	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
MARY BRINKLEY	*	IN EQUITY
MORTGAGOR	*	No. 6537
	* * *	

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

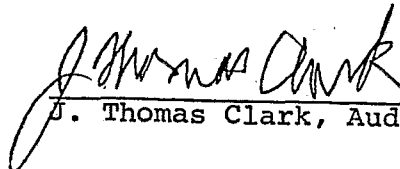
The undersigned Court Auditor hereby certifies that on March 10, 1980, the date the audit in the above entitled cause was filed in this Court, that he did by U.S. First Class Mail notify the following interested parties to this cause, to wit:

Queenstown Bank of Maryland
Queenstown, Maryland 21658

Charles E. Smith
Assignee
Grasonville, MD 21638

Mary Brinkley
P.O. Box 156
Grasonville, MD 21638

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 March 10, 1980, with the Clerk of the Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before March 26, 1980, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on March 27, 1980.


J. Thomas Clark, Auditor

CHARLES E. SMITH, Assignee.

vs.

MARY BRINKLEY

* IN THE CIRCUIT COURT
* FOR QUEEN ANNE'S COUNTY
* IN EQUITY
* No. 6537
*

NISI RATIFICATION OF AUDIT

ORDERED this 10th day of March, 1980,
that the report and account filed in these proceedings by _____
J. Thomas Clark, Auditor, be ratified on or after the
27th day of March, 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 March 10, 1980

CHARLES E. SMITH, Assignee

vs.

MARY BRINKLEY

* IN THE CIRCUIT COURT
* FOR QUEEN ANNE'S COUNTY
* IN EQUITY
* No. 6537
*
*
*

FINAL RATIFICATION OF AUDIT

ORDERED this 27th day of March, 1980,
by the Court that the account of the Auditor is finally ratified and
confirmed, and Charles E. Smith, Assignee/~~Trustee~~,
is directed to apply the proceeds accordingly, with a due proportion of
interest as the same has been or may be received.

Margaret H. Mankin Clerk

Filed March 27, 1980

NAOMI C. MILLS
Love Point
Stevensville, Maryland 21666

PLAINTIFF

Vs.

THE LOVE POINT LAND AND
IMPROVEMENT COMPANY OF CAROLINE
COUNTY, INC., a Maryland Corporation
which ceased to exist more than 50
years from this date, any successors
in interest in the assets of said
corporation, and to all other persons
unknown claiming any, right title,
estate, lien or interest in the real
property described in the Complaint
adverse to the Plaintiff's ownership
or any cloud upon Plaintiff's title
thereto

ADDRESSES UNKNOWN:

DEFENDANTS

BILL OF COMPLAINT TO QUIET TITLE

The Bill of Complaint of NAOMI C. MILLS, by Bruce Ware,
her Solicitor, respectfully represents:

1. That these proceedings are filed under the Real
Property Article Sub-Section 14-108 of the Annotated Code of
Maryland (1974 Edition).

2. That NAOMI C. MILLS is in actual possession of those
lands located on Love Point, Kent Island, Queen Anne's County,
Maryland, described as:

Parcel "A"

Beginning at an iron pipe on the Northern right of
way line of Third Street and thence running with the
old right of way line of River View Avenue, N23°-30'-15"E
132.40' to a concrete monument, thence N00°-41'-34"W
83.66' to a point; thence S89°-00'-00"E 50.00' to a point
on the Eastern right of way line of River View Avenue,
thence S01°-00'00"W 104.00' to a point, thence S23°-
30'-15"W 125.40' to a point on the right of way line of
both the North side of Third Street and the East side
of River View Avenue, thence N73°-30'-15"W 52.10' to
the place of beginning, containing 0.258 acres +.

*
*
* IN THE CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY
* IN EQUITY
* CHANCERY NO. 10594

FEB 11 1980
QUEEN ANNE'S COUNTY

FEB -8-80 * 28077 ****50 00
FEB -8-80 A 228077 ****50 00

Parcel "B"

Beginning at a point on the North side of the right of way line of Third Street and also the East right of way line of River View Avenue and thence, S73°-30'-15"E 27.90' to the Mean High Water Line of the Chester River and thence with Mean High Water Line S08°-44'-23"W 52.19' to a point, thence N73°-30'-15"W 41.30' to a point on the East Right of way line of River View Avenue and thence, N23°-30'-15"E 52.10' to the place of beginning, containing 0.041 acres +

which is set forth in a survey made in October, 1979, by Watson and Son, registered land surveyors, a copy of which is attached hereto and made a part hereof.

3. That that parcel designated "Other Mills Lands" on said survey was deeded to your orators by deed dated December 24, 1975, and recorded among the land records of Queen Anne's County at Liber CWC No. 101, Folio 460 from Rhona S. Bothner.

4. That the claimed land as described above and set forth in the attached survey were originally a part and parcel of the lands owned by the Love Point Land and Improvement Company of Caroline County as set forth in a Plat entitled "Map--Love Point Land and Improvement Company--B. Frank Wagman, Esq." and recorded among the land records of Queen Anne's County in Liber SS No. 7, Folio 590.

5. That the Love Point Land and Improvement Company of Caroline County ceased to exist on or about 1921 and a search of the records has failed to disclose any successor's in interest.

6. That the claimed lands were offered to other lot owners but not to the county as roads by way of a plat entitled "Map--Love Point Land and Improvement Company--B. Frank Wagman, Esq." and recorded among the land records of Queen Anne's County in Liber SS No. 7, Folio 590, as set forth above; however, other lot owners have neither accepted nor improved the parcels claimed herein.

7. That your orators have by themselves and their predecessors in title, been in actual, exclusive and adverse possession of the above described property continuously for more than 20 years prior to their action claiming to own the same in fee against the whole world and have paid all taxes of every kind levied or assessed against the property.

8. That significant erosion has occurred which has removed any purpose for which the road beds were intended and as set forth in the attached survey, portions of the roads themselves.

9. That eminent harm will occur to the deeded land and structures thereon should title not pass by order hereunder to the orators presently in possession.

WHEREFORE, your Complainants pray:

1. That this Honorable Court pass a final order declaring that the title of the Complainant, NAOMI C. MILLS, to her

respective real estate has been established to the exclusion of all other persons and parties, and that said party is the full and absolute owner of said land with the perfect right to absolute disposition of the same as against the Defendant's in this suit.

2. That an order be made for publication of notice requiring all persons, claiming any interest in the real estate of the Complainant's above described, appear before this Court, at a time and place to be therein specified, to show cause, if any they have, why they should not be forever barred from asserting or maintaining any action or proceeding for the recovery of said real property, and as may be necessary thereafter that this Honorable Court will grant a permanent injunction against the assertion by any and all of the said Defendants in this cause action and claim to said property by action at law or in equity or otherwise.

3. And for such other and further relief as the Complainants cause may require.

AND AS IN DUTY BOUND, ETC.

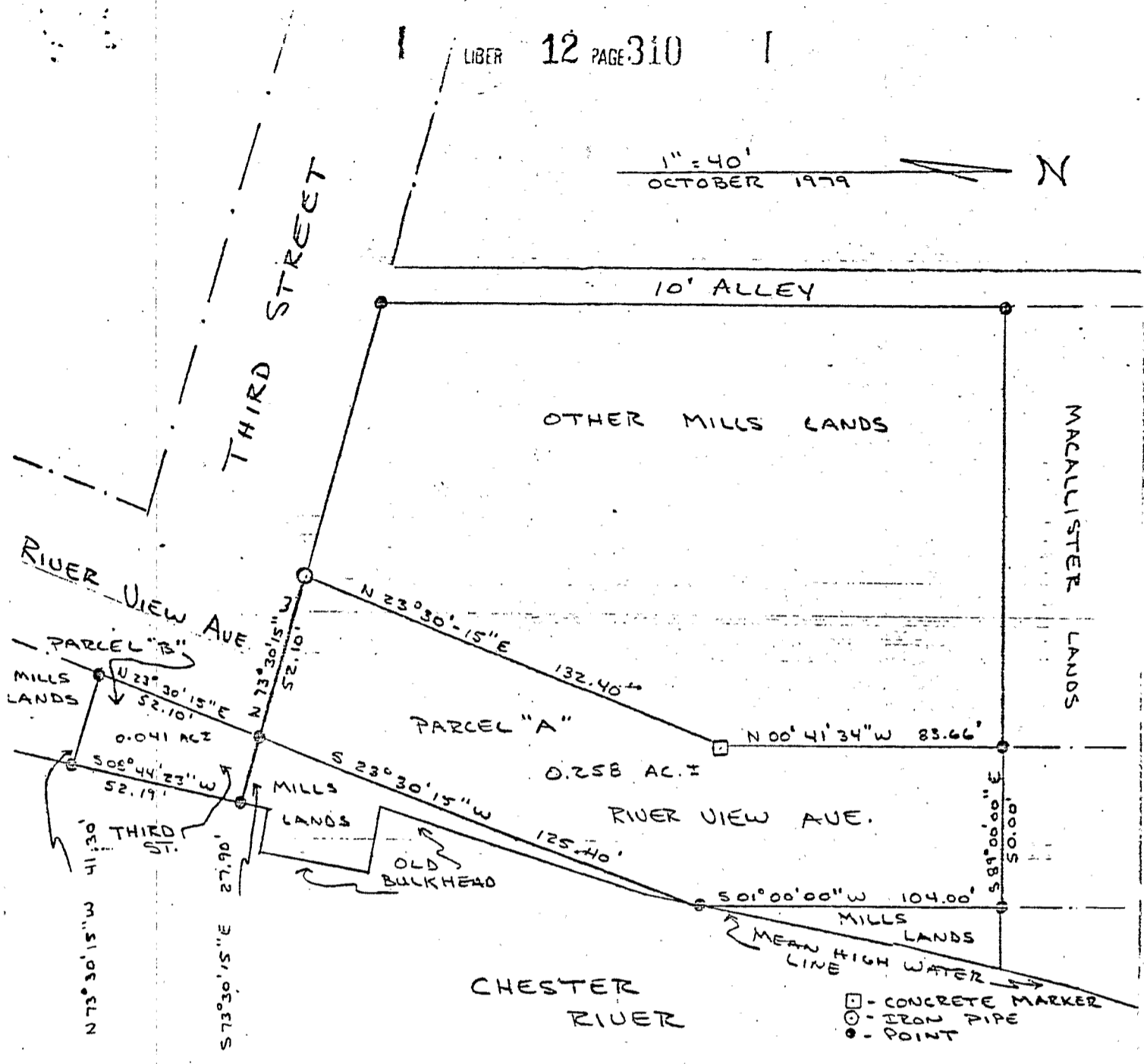


Bruce Ware
P. O. Box 380
Chester, Maryland 21619
643-5976
Attorney for Plaintiff

1" = 40'
OCTOBER 1979



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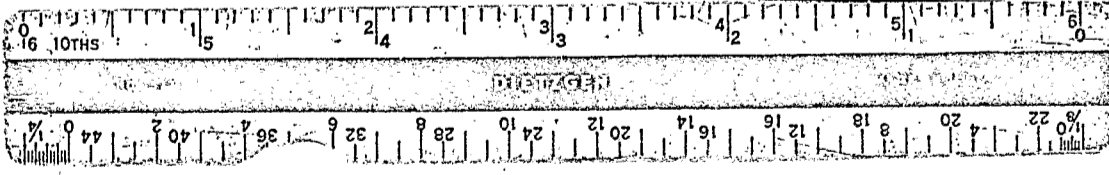


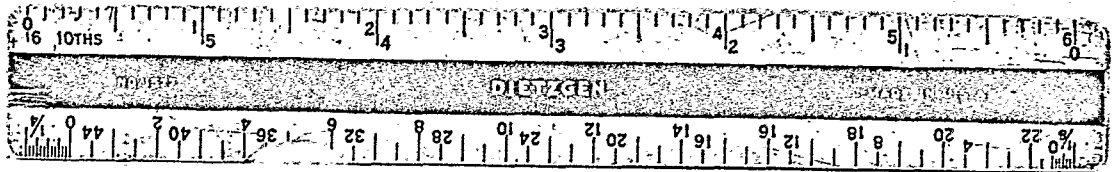
- - CONCRETE MARKER
- - IRON PIPE
- - POINT

PLAT OF A SURVEY
OF LANDS TO BE CLAIMED BY
NAOMI. C. MILLS
LOVE POINT
FORTH DISTRICT, Q. A. CO., MD.

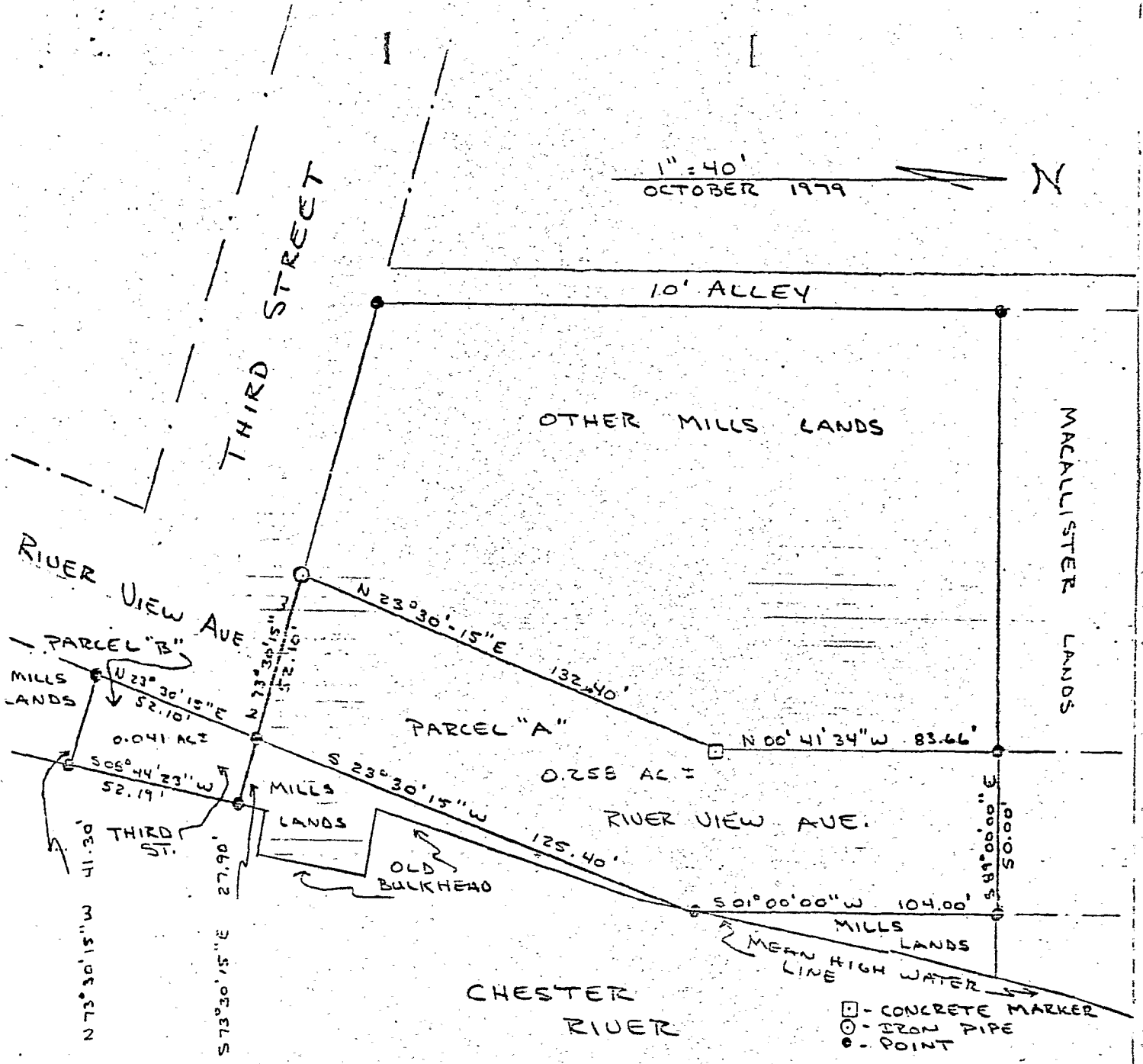
SURVEYED BY
WATSON AND SON
108 BROADWAY
CENTREVILLE, MD.

John Watson





1" = 40'
OCTOBER 1979



PLAT OF A SURVEY
OF LANDS TO BE CLAIMED BY
NAOMI. C. MILLS
LOVE POINT
FORTH DISTRICT, Q.A.CO., MD.

SURVEYED BY
WATSON AND SON
108 BROADWAY
CENTREVILLE, MD.

John Watson
SURVEYOR

WATSON and SON
LAND SURVEYING
108 BROADWAY
CENTREVILLE, MARYLAND 21617
(301) 758 1612

LEGAL DESCRIPTION

LANDS TO BE CLAIMED BY NAOMI
MILLS

PARCEL "A"

BEGINNING AT AN IRON PIPE ON THE
NORTHERN RIGHT OF WAY LINE OF THIRD ST.
AND THENCE RUNNING WITH THE OLD RIGHT OF
WAY LINE OF RIVER VIEW AVE., N 23° 30' 15" E
132.40' TO A CONCRETE MONUMENT, THENCE
N 00° 41' 34" W 83.66' TO A POINT; THENCE
S 89° 00' 00" E 50.00' TO A POINT ON THE EAST-
ERN RIGHT OF WAY LINE OF RIVER VIEW AVE,
THENCE S 01° 00' 00" W 104.00' TO A POINT, THENCE
S 23° 30' 15" W 125.40' TO A POINT ON THE
RIGHT OF WAY LINE OF BOTH THE NORTH SIDE
OF THIRD ST. AND THE EAST SIDE OF RIVER
VIEW AVE., THENCE N 73° 30' 15" W 52.10' TO THE
PLACE OF BEGINNING. CONTAINING 0.258 ACRES
±.

PARCEL "B"

BEGINNING AT A POINT ON THE NORTH SIDE
OF THE RIGHT OF WAY LINE OF THIRD ST. AND

WATSON and SON
LAND SURVEYING
108 BROADWAY
CENTREVILLE, MARYLAND 21617
(301) 758-1612

ALSO THE EAST RIGHT OF WAY LINE OF RIVER VIEW AVE. AND THENCE, S $73^{\circ}30'15''$ E 27.90' TO THE MEAN HIGH WATER LINE OF THE CHESTER RIVER AND THENCE WITH THE M.H.W.L. S $08^{\circ}44'23''$ W 52.19' TO A POINT, THENCE N $73^{\circ}30'15''$ W 41.30' TO A POINT ON THE EAST RIGHT OF WAY LINE OF RIVER VIEW AVE. AND THENCE, N $23^{\circ}30'15''$ E 52.10' TO THE PLACE OF BEGINNING. CONTAINING 0.041 ACRES \pm . AS SURVEYED BY WATSON & SON, OCTOBER 1979.

NAOMI C. MILLS
Love Point
Stevensville, Maryland 21666

PLAINTIFF

Vs.

THE LOVE POINT LAND AND
IMPROVEMENT COMPANY OF CAROLINE
COUNTY, INC., a Maryland Corporation
which ceased to exist more than 50
years from this date, any successors
in interest in the assets of said
corporation, and to all other persons
unknown claiming any, right title,
estate, lien or interest in the real
property described in the Complaint
adverse to the Plaintiff's ownership
or any cloud upon Plaintiff's title
thereto

ADDRESSES UNKNOWN:

DEFENDANTS

* * * * *

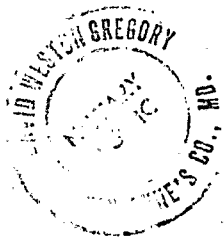
AFFIDAVIT IN SUPPORT OF SERVICE OF PROCESS BY
ORDER OF PUBLICATION

I HEREBY CERTIFY that on this 4th day of February, 1980,
before the Subscriber, a Notary Public of the State of Maryland,
in and for Queen Anne's County, personally appeared NAOMI C. MILLS,
and made oath, in due form of law, as follows:

That on several occasions in 1979, Plaintiff attempted to
ascertain the whereabouts of the Love Point Land and Improvement
Company of Caroline County, Inc., and any successors in interest
of said Corporation by making inquiries to the Clerk of Court of
Caroline County and Queen Anne's County and also by making inquir-
ies to the State Department of Assessments and Taxation about the
whereabouts of the abovementioned Corporation and successors in
interests, if any; and that after making such inquiries the
Plaintiff was unable to locate the Defendants.

Affidavit avers that she is competent to be/^awitness
and has personal knowledge of the facts herein stated.

AS WITNESS my hand and Notarial Seal.

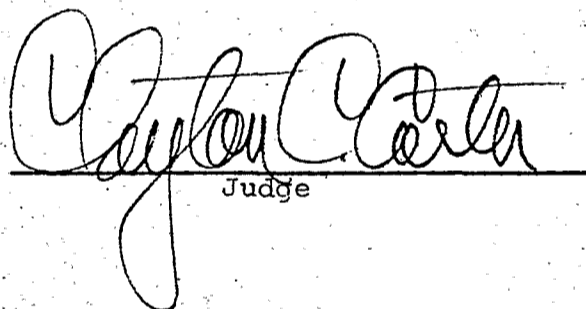


David Weston Gregory
Notary Public
My Commission Expires July 1, 1982
DAVID WESTON GREGORY
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1982

ORDER OF COURT

ORDERED this 14th day of February, 1980, by the Circuit Court for Queen Anne's County, Sitting in Equity, that the Clerk of this Court issue an Order of Publication against all Defendants, pursuant to Md. Rule 111.

AND IT IS FURTHER ORDERED that the Sheriff of Queen Anne's County shall set up a copy of the Order of Publication upon Parcel "A" and Parcel "B" described in the Bill of Complaint and within 5 feet of the southern boundary line of Parcel "A" facing south and within 5 feet of the northwestern boundary line of Parcel "B" facing northwest. Proof of the fact and date of posting shall be by certificate of the Sheriff filed in this proceeding.



Judge

NAOMI C. MILLS
Love Point
Stevensville, Maryland 21666

PLAINTIFF

Vs.

THE LOVE POINT LAND AND
IMPROVEMENT COMPANY OF CAROLINE
COUNTY, INC., a Maryland Corporation
which ceased to exist more than 50
years from this date, any successors
in interest in the assets of said
corporation, and to all other persons
unknown claiming any, right title,
estate, lien or interest in the real
property described in the Complaint
adverse to the Plaintiff's ownership
or any cloud upon Plaintiff's title
thereto

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 herein- after particularly described with the perfect right of absolute disposition of the same and for an absolute and permanent injunc- tion against any of the Defendants claiming any interest in said land.

THE BILL OF COMPLAINT STATES:

1. That these proceedings are filed under the Real Property Article Sub-Section 14-108 of the Annotated Code of Maryland (1974 Edition).

2. That NAOMI C. MILLS is in actual possession of those lands located on Love Point, Kent Island, Queen Anne's County, Maryland, described as:

Parcel "A"

Beginning at an iron pipe on the Northern right of way line of Third Street and thence running with the old right of way line of River View Avenue, N23°-30'-15"E

132.40' to a concrete monument, thence $N00^{\circ}-41'-34''W$ 83.66' to a point; thence $S89^{\circ}-00'00''E$ 50.00' to a point on the Eastern right of way line of River View Avenue, thence $S01^{\circ}-00'-00''W$ 104.00' to a point, thence $S23^{\circ}-30'-15''W$ 125.40' to a point on the right of way line of both the North side of Third Street and the East side of River View Avenue, thence $N73^{\circ}-30'-15''W$ 52.10' to the place of beginning, containing 0.258 acres +.

Parcel "B"

Beginning at a point on the North side of the right of way line of Third Street and also the East right of way line of River View Avenue and thence, $S73^{\circ}-30'-15''E$ 27.90' to the Mean High Water Line of the Chester River and thence with Mean High Water Line $S08^{\circ}-44'-23''W$ 52.19' to a point, thence $N73^{\circ}-30'-15''W$ 41.30' to a point on the East Right of way line of River View Avenue and thence, $N23^{\circ}-30'-15''E$ 52.10' to the place of beginning, containing 0.041 acres +

which is set forth in a survey made in October, 1979, by Watson and Son, registered land surveyors, a copy of which is attached hereto and made a part hereof.

3. That that parcel designated "Other Mills Lands" on said survey was deeded to your orators by deed dated December 24, 1975, and recorded among the land records of Queen Anne's County at Liber CWC No. 101, Folio 460 from Rhona S. Bothner.

4. That the claimed land as described above and set forth in the attached survey were originally a part and parcel of the lands owned by the Love Point Land and Improvement Company of Caroline County as set forth in a Plat entitled "Map--Love Point Land and Improvement Company--B. Frank Wagman, Esq." and recorded among the land records of Queen Anne's County in Liber SS No. 7, Folio 590.

5. That the Love Point Land and Improvement Company of Caroline County ceased to exist on or about 1921 and a search of the records has failed to disclose any successors in interest.

6. That the claimed lands were offered to other lot owners but not to the county as roads by way of a plat entitled "Map-Love Point Land and Improvement Company--B. Frank Wagman, Esq." and recorded among the land records of Queen Anne's County in Liber SS No. 7, Folio 590, as set forth above; however, other lot owners have neither accepted nor improved the parcels claimed herein.

7. That your orators have by themselves and their predecessors in title, been in actual, exclusive and adverse possession of the above described property continuously for more than 20 years prior to their action claiming to own the same in fee against the whole world and have paid all taxes of every kind levied or assessed against the property.

8. That significant erosion has occurred which has removed any purpose for which the road beds were intended and as set forth in the attached survey, portions of the roads themselves.

9. That eminent harm will occur to the deeded land and structures thereon should title not pass by order hereunder to the orators presently in possession.

IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County, Sitting in Equity, this 11th day of February, 1980, that the Defendants, whose addresses are unknown, are hereby notified that Plaintiff, Naomi C. Mills, has filed the above entitled action to quiet title to the lands herein described, naming the above Defendants, whose addresses are unknown.

THE ABOVE NAMED DEFENDANTS, WHOSE ADDRESSES ARE UNKNOWN, ARE HEREBY WARNED THAT FAILURE TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE April 18, 1980 MAY RESULT IN THE CASE PROCEEDING AGAINST THEM BY DEFAULT.

Marguerite W. Mankin
MARGUERITE W. MANKIN
CLERK

Filed February 11, 1980

NAOMI C. MILLS

VS.

THE LOVE POINT LAND
AND IMPROVEMENT COMPANY
OF CAROLINE COUNTY, INC.,
Etc.

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

IN EQUITY

CHANCERY NO. 6594

AFFIDAVIT OF POSTING

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

I Jerome C. Lowery, Deputy Sheriff of
Queen Anne's County, make oath that on the 14th day of
February, 1980, I posted a copy of the Order of Publication
in the above entitled case upon the land described in the
Bill of Complaint

Jerome C. Lowery
Deputy Sheriff

SUBSCRIBED and sworn to this 19th day of
February, 1980.

David Weston Gregory
Notary Public



DAVID WESTON GREGORY
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1982

10 FEB 19 2:40
QUEEN ANNE'S COUNTY

*
 * IN THE CIRCUIT COURT
 NAOMI C. MILLS *
 * FOR
 * QUEEN ANNE'S COUNTY
 vs. *
 * IN EQUITY
 THE LOVE POINT LAND AND *
 IMPROVEMENT COMPANY OF *
 CAROLINE, INC., ETC. *
 *
 * * * * *

CHANCERY NO. 6594

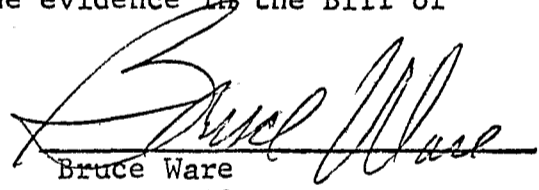
PETITION FOR DECREE PRO CONFESSO

NOW COMES the complaintants by their attorney, Bruce Ware, and petition this Honorable Court for a Decree Pro Confesso and in support thereof say:

1. That the Bill of Complaint was duly filed.
2. That the notice to the parties was properly posted.
3. That no answer has been received and that no other parties whose whereabouts are unknown have alleged anwerights herein.
4. That the time allowed for answers has passed.

TO THE END WHEREFOR, the complaintants pray:

- a. That a decree pro confesso may be granted against the respondants.
- b. That the papers in this cause may be submitted to one of the standing examiners of this Court so that the Complaintants may offer testimony to support the evidence in the Bill of Complaint.


 Bruce Ware
 PO Box 380
 Chester, Maryland 21619
 643-5976
 Attorney for Complaintants

1991 JUN 12 AM 9 12
 CLERK
 QUEEN ANNE'S COUNTY

NAOMI C. MILLS

VS.

THE LOVE POINT LAND AND
IMPROVEMENT COMPANY OF CAROLINE,
INC., ETC.

* IN THE CIRCUIT COURT

* FOR

* QUEEN ANNE'S COUNTY

* IN EQUITY

* CHANCERY NO. 6594

DECREE PRO CONFESSO

The Bill to Quiet Title of Complainants having been filed,
with posting having been made on the subject property and no
answer having been subsequently filed thereto by Respondents,
although the time therefore has expired, it is this 16th day of
June, 1981, by the Circuit Court for Queen Anne's
County, in EQUITY,

ORDERED that the Bill to Quiet Title of the Complainants, is
taken Pro Confesso against the Respondents, and the papers are
referred to an Examiner to take testimony to support the allegations
of the Bill.

ELECTED
1981 JUN 16 AM 10:19
QUEEN ANNE'S COUNTY

Clayton Carter
JUDGE

NAOMI C. MILLS	:	IN THE CIRCUIT COURT
	:	
VS.	:	FOR QUEEN ANNE'S COUNTY
	:	
THE LOVE POINT LAND AND	:	EQUITY NO. <u>6594</u>
IMPROVEMENT COMPANY OF	:	
CAROLINE COUNTY, INC., ETC.	:	
:	:	:
:	:	:

TESTIMONY

The above cause being at issue and notice having been given me by the Solicitor for the Plaintiff's of a desire to take testimony in the same, I, Edward Turner, Standing Examiner of said Court, assigned Tuesday, August 11, 1981 at 3:30 P.M. at the office of Edward Turner, 109 Lawyers Row, Centreville, Maryland, Queen Anne's County, as the time and place for the examination of witnesses in said cause, due notice having been given which mentioned time and place I attended and proceeded in the presence of the Solicitor for the Plaintiff's to take the following depositions:

RECEIVED
CLERK OF COURT
1981 SEP 29 PM 3 12
QUEEN ANNE'S COUNTY

WILLIAM L. ATWELL, the Plaintiff, having been duly sworn, was examined and testified as follows:

Questions by the Examiner:

Q. Please state your name and address?

A. William L. Atwell, Rt. 3, Box 234, Stevensville, Md..

Questions by Mr. Ware:

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

A. William L. Atwell, Rt. 3, Box 234, Stevensville, Maryland 21666.

Q. Are you married?

A. Yes.

Q. To whom?

A. Joan Atwell.

Q. Where is your physical address?

A. Love Point.

Q. I will show you a document which is a survey by Watson and Son it is part of the Court record and has Mr. Watson's seal on it, and ask if you can identify it?

A. The survey is a survey of my existing title lands and the fifty foot road that was alongside of my property running to the Chester Rier on the east side and to a ten foot alley way on the west side.

Q. Now you do own that property adjoining this which is titled other Atwell lands?

A. Yes, right.

Q. Do you own that with your wife as tenants by the entireties?

A. Yes.

Q. In regard to this land which is labeled second street and Riverview Avenue, can you describe that land as far as it's physical characteristics?

A. There are large trees on the land, probably three or four trees which are in that fifty foot space alongside my house and on that roadway. It has been used as a lawn and for my own use since 1969.

Q. Who was it that owned the property before you?

A. Robert Grace.

Q. How long did they live there?

A. I don't know, I think just a few years.

Q. Prior to them was it John and Alice Copper?

A. Yes.

Q. I'd like to show you what is now Exhibit Two in this matter and ask if this is infact your property?

A. Yes it is.

EXHIBIT TWO: Mr. Ware then offered into evidence this copy and asked that it be marked Exhibit No. 2 to this testimony.

Q. Now this survey shows a garage which extends out into second street, is that correct?

A. Yes it is still there.

Q. Also in regard to that garage are there not other improvements?

A. Yes I put a macadam road that runs across that fifty foot road, second street.

Q. And you paid to put that in?

A. Yes.

Q. Was there prior to your putting the macadam and turnaround there were other vehicles using that particular lane?

A. Yes just the owners, no public use at all.

Q. Is it not so that your septic system is located out into second street?

A. Yes.

Q. This area which we have identified as Second Street, do you maintain that property?

A. Yes I do.

Q. And by maintaining it, do you mean you cut the grass and have a small fence around it?

A. Yes but no fence just schrubbery.

Q. Do you allow people to go across that property down to the water?

A. No.

Q. Does anyone use that property?

A. No.

Q. Then from your point of view that is your property?

A. Yes.

Q. And you would allow people to walk on this if they would need to just as you would the rest of your property?

A. Yes.

Q. I would ask you to look at this part Riverview Avenue and ask you to describe what is Riverview Avenue?

A. Riverview Avenue is an area that I maintain. I cut the grass. I plant schrubs on it, there is a sidewalk that runs on the west side of Riverview Avenue across my property.

Q. And that sidewalk was placed there by a former owner?

A. Yes.

Q. What is the condition of the land on the far side of Riverview Avenue?

A. It has schrubs and a few trees.

Q. Is there a cliffway there?

A. Yes it is a Bluff.

Q. This is a survey done by the Natural Resources people is it not?

A. Yes.

EXHIBIT THREE: Mr. Ware then offered into evidence this copy and asked that it be marked Exhibit No. 3 to this testimony.

Q. On this particular plat it shows the location of the cliffbank, now that location, is it true?

A. Yes but with some erosion.

Q. Does that cliffbank exist approxiamtely in the middle of Riverview Avenue?

A. More like one third.

Q. It would not be possible to traverse what is know as Riverview Avenue?

A. No you would have to have a tank.

Q. Are there concrete blocks there?

A. Yes, they were placed there by a prior owner, and again I maintain them.

Q. And that is to prevent further damage to your property?

A. Yes and to give me access to the water.

Q. That particular part that you are trying to protect you are treating that as your own property?

A. Correct.

Q. And the prior owners who placed the concrete bloccks treated the property the same, according to what they told you?

A. To the best of my knowledge yes.

Q. Now I direct your attention to the adjoining properties, the MacAllister properties and the Mills properties and ask if you are aware whether the MacAllister's and the Mill's also treat the Riverview avenue as their own?

A. Yes they do.

Q. Do they cut the grass and take care of it?

A. Yes they do.

- Q. Do they make attempts to keep the erosion from continuing?
- A. Yes.
- Q. And what money is spent is spent by them?
- A. Yes.
- Q. Do they also not allow the public access to the road except for those occasional trespassers?
- A. I am sure that is true.
- Q. Is there anything else about the existing situation aside from the fact that there is a garage and other improvements, schrubbery, and the septic system which exists in that land that you wish to tell?
- A. I did macadam where my garage is, the garage is four feet over into the road but I have also macadamed across that fifty foot space, and have used that since 1975 or 1976.
- Q. The alleyway that exists which is the ten foot alleyway shown in all of these exhibits, that alleyway is privately maintained by the owners that are adjacent to the alleyway?
- A. No in recent years the county has taken it over sometimes. Some winters they remember us some winters they don't. But they agreed to maintain that road.
- Q. Now, this particular lane is the only access to the homes that go along there?
- A. Correct.
- Q. Now is there anything else that you feel should be a part of the record?
- A. This alleyway is used by adjoining owners and right to the end of that alleyway which would face the Bay side the same story is true it is only used by adjoining owners.

Q. So the general public does not use your land for access to the beach?

A. No.

Q. And because of the bluff it would be physically impossible for the general public to drive down to the beach?

A. Yes, correct.

Q. And there is a necessity to protect your land?

A. Yes very definitely.

Q. And that necessity has existed for a number of years?

A. Yes and more so in recent years.

Q. Not only yourself but all prior property owners have attempted to control the erosion on that property?

A. Yes, there is a bulkhead that is dated 1952, I believe it was put in by Dr. Lamel.

Q. Dr. Lamel was a prior property owner?

A. Yes and he put the bulkhead in.

Q. So the prior property owners are Dr. Lamel, John and Alice Copper, Robert and Petie Grace?

A. Yes.

Q. I have no further questions.

Questions by the Examiner:

Q. Please state your name and address?

A. Laurel Anne MacAllister, Rt. 3, Stevensville, Md.

QUESTIONS BY MR. WARE:

Q. Would you state your name and your address for the record?

A. Laurel Anne MacAllister, Rt. 3, Stevensville, Maryland, 21666.

Q. Who is your husband?

A. Niall Patrick MacAllister.

Q. Do you own property out on Love Point?

A. Yes we do.

Q. And that property is subject to the suit Chancery 6593?

A. Yes.

Q. Do you and your husband own that property as tenants by the entirety?

A. Yes we do.

Q. And that property is described as shown on what I would call Exhibit One in your matter which is a survey dated 1959 by Watson and Son?

A. Yes.

EXHIBIT NO. ONE: Mr. Ware then offered into evidence this copy and asked that it be marked Exhibit No. One to this testimony.

Q. And that is where your house is located?

A. Yes.

Q. Now this piece of land here which we have shown "Riverview Avenue" this land is immediately adjacent to your property?

A. Yes it is.

- Q. Can you describe this land?
- A. We have two big trees and there are two benches and there is a fence there.
- Q. The fence and all of these improvements were placed there by yourselves and prior property owners?
- A. Yes.
- Q. How do you maintain this property?
- A. We mowe it.
- Q. Has this been done by prior property owners?
- A. Yes as far as I know.
- Q. Is there a bluff that exists out there to the front of you?
- A. Yes.
- Q. And it is the same type of bluff as described by Mr. Atwell prior to this?
- A. Yes.
- Q. About twenty five feet high?
- A. Yes.
- Q. Do you deny access of this area to the general public?
- A. The general public does not use it.
- Q. Do you consider this land your land?
- A. Yes.
- Q. Now Riverview Avenue itself is infact partially eroded away, is it not?
- A. Yes.
- Q. Here is a survey done by the Natural Resources people and I ask if your land is shown on this?
- A. Yes.

EXHIBIT NO. TWO: Mr. Ware then offered into evidence this copy and asked that it be marked Exhibit No. Two to this testimony.

- Q. This representation here with the hatched line denotes were cliff base is, it is called Top of the Bank, is it not?
- A. Yes.

Q. So everything from the top of the bank to your house you maintain by mowing?

A. Yes.

Q. Everything below the top of the bank you attempt to keep from further erosion?

A. Yes.

Q. Are there any existing structures?

A. We have steps down there.

Q. When did you purchase this property?

A. In 1975.

Q. Who owned it prior to you?

A. The O'brien's.

Q. And then it was Dr. Clark?

A. Yes.

Q. Now all of them, to your knowledge, treated this property as theirs?

A. Yes.

Q. Is there anything further about this property you would like to describe?

A. No, just that we treat it as our own.

Q. That is all.

NAOMI MILLS, the Plaintiff, having been duly sworn, was examined and testified as follows:

Questions by the Examiner:

Q. Please state your name and address?

A. Naomi Mills, Route 3, Box 230, Stevensville, Maryland. 21666.

Questions by Mr. Ware:

Q. Would you introduce yourself, your name and address?

A. I am Naomi Mills, Route 3, Box 230, Stevensville, Maryland 21666.

Q. You are the subject of this suit involving 6594 Equity?

A. Yes.

Q. In this suit which I will mark as Exhibit One is a survey done by Watson and Son and you are looking at that right now, are you not?

A. Yes.

Q. This survey shows a parcel marked Parcel A and another marked Parcel B, can you describe these parcels to us?

A. My house is here and beyond that there is a road that goes down into the water.

EXHIBIT ONE: Mr. Ware then offered into evidence this copy and asked that it be marked Exhibit No. One to this testimony.

Q. So Riverview Road as shown on there, how much of that road now exists?

A. Not much.

Q. So most of it now is part of a cliff or bluff?

A. About fifteen feet from the bluff.

Q. How long have you lived in this area?

A. Since 1948, I've lived in this house since 1954.

Q. Are you familiar with this entire area?

A. Yes.

- Q. This area marked parcel A which is shown as Riverview Avenue, how have you treated this land? Have you treated it as your own?
- A. Yes, I have tried to put bulkheads up there but they don't last to long.
- Q. Because of the water and wind action?
- A. Yes.
- Q. These bulkheads and the attempts you have made to control the erosion have existed since when?
- A. Since 1954.
- Q. When you first put them in?
- A. Right.
- Q. There are some boat houses that existed along the frontage there too, are they yours?
- A. Yes that blockhouse.
- Q. Now Third Street extends on one side of your property, does it not?
- A. Yes.
- Q. Is the parcel marked as Riverview Avenue is that generally open to the public?
- A. No.
- Q. You don't allow people to use it?
- A. Friends and family drive in there.
- Q. But you don't allow that open to the general public?
- A. No, we mowe it and we keep the schrubbery cut.
- Q. You maintain a private driveway on that too, is that correct?
- A. Yes it circles around and comes out here.
- Q. And you also have maintained a private boat storage area in that area?
- A. Yes, right.
- Q. And that private boat storage encompasses part of parcel A?
- A. Yes that is right.

Q. I'd like to show you here what I'll mark as Exhibit Two, this is the one survey made by the Natural Resources people, is it not?

A. Yes.

EXHIBIT TWO: Mr. Ware then offered into evidence this copy and asked that it be marked Exhibit No. 2 to this testimony.

Q. The banklines as shown here are they the same as what are shown on the survey or are they worse?

A. I think they are worse.

Q. That bank continues to erode?

A. Yes.

Q. Has anyone from any association or anything ever come and attempted to fix that bank?

A. No.

Q. So any type of work that was ever done was done by you?

A. Right.

Q. Now look at these other parcels, you have known that land for some period of years, now has that land been generally open to the public?

A. No, none of the property has.

Q. Are the lands that exist in front of the MacAllister's and in front of the Atwell's were all privately maintained?

A. Right.

Q. And the public was denied access?

A. Right.

Q. Now the actual steps that you have taken to control the erosion were the placing of concrete blocks and bulkhead and all at your expense?

A. Right.

Q. This area of Third Street extended was alongside of and actually part of your concrete block house?

A. I don't think my concrete block house sits on it.

Q. But the property adjoining your concrete block house is all maintained by you?

A. That is right.

Q. And you kept the public off of that property?

A. Right.

Q. Didn't you charge people to put boats over?

A. Some friends do it now.

Q. So you presently maintain your residence there?

A. Yes.

Q. Now you haven't been in title of this property the whole time, have you?

A. I bought it in 1948.

Q. And the adjoining land owners treated the property as their own as well as yourself?

A. Right.

Q. Is there anything else about this property you would like to tell?

A. Nothing, the bank has fallen, has fallen from top to bottom.

Q. And it is necessary to repair that land to protect your land and you have taken those steps?

A. Yes, right.

Q. That is all.

I am Bruce Ware, Attorney at Law and pursuant to my duties in these three Equity Cases I have investigated the Love Point Land and Improvement Company of Caroline County, Inc. and find that it ceased to exist on Maryland Record more than fifty years from the date of this testimony, that all reasonable attempts and some unreasonable attempts have been made to locate the land improvement company and have failed, there have been no taxes paid by this organization in those number of years and a search of the land records reveal that no property taxes were paid by the Love Point Land and Improvement Association on claimed land for more than fifty years, furthermore a search of

the land records revealed that the land being claimed by the adjoining property owners is land that has never been titled to anyone else except the Love Point Land and Improvement Company. Furthermore that records will show that the County of Queen Anne has not improved or excepted these various parcels of land being claimed by these parties. I further affirm in this testimony that all statements made regarding the Libers and Folio numbers are correct to the best of my knowledge and were gained from the Land Records of Queen Anne's County after due search in regard to the same records that these records show that the land has been controlled as testified to by the people giving testimony. That the records will affirm their testimony. I further state that those Exhibits which are Exhibits One, Two, and Three in the Atwell case and Exhibits One and Two in the MacAllister case and Exhibits One and Two in the Mills case are true and correct copies of the originals which were gained in my possession some of which were placed in the court file as a record of our court file.

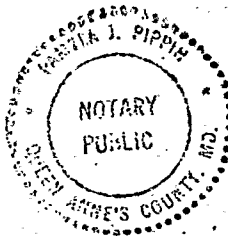
(CONCLUSION OF TESTIMONY)

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

I, Pamela J. Pippin, a notary public in and for the State and County aforesaid, do hereby certify that the within named WILLIAM L. ATWELL, LAUREL ANNE MACALLISTER and NAOMI MILLS, personally appeared at the time and place herein set out and after having been duly sworn by Edward Turner, Standing Examiner according to the law, was interrogated by counsel.

I further certify that the examination was recorded by me and then transcribed to the within typewritten matter in a true and accurate manner.

AS WITNESS my hand and notarial seal, this 14th day of September, 1981.



Pamela J. Pippin
Notary Public
My Commission Expires: 7-1-82

There being no further witnesses being named or produced to me, I then at the request of the Solicitor, closed the deposition taken in said cause and herewith return them closed under my hand and seal, this 14th day of September, 1981, with costs chargeable, as follows, to wit:

Edward Turner, -Examiner -----\$35.00 *paid*
Pamela J. Pippin, Stenographer-----\$35.00 *paid*

I hereby certify that pursuant to Equity Rule 580G, I remained in the same room with the witnesses throughout the taking of the above testimony, that in addition to the examination of counsel, I either examined the witnesses as indicated by questions asked by me or in the absence of such examination, I certify that in my opinion such examination was unnecessary, and I further certify that there were no irregular or unusual circumstances in the taking of the testimony or the conduct of the proceedings. My presence was requested by the Solicitor and I served one hour.

Edward Turner
Edward Turner, Examiner

WATSON and SON
LAND SURVEYING
108 BROADWAY
CENTREVILLE, MARYLAND 21617
(301) 758 1612

EXHIBIT NO. ONE

ATWELL

THE CHESTER RIVER S 01° 32' 33" W 44.89'
TO A POINT, THENCE S 02° 30' 38" W 5.11'
TO A POINT AND THE SOUTH SIDE OF SECOND
ST., THENCE LEAVING THE CHESTER RIVER
AND RUNNING ALONG THE SOUTH SIDE OF
SECOND ST. N 89° 00' 00" W 216.93' TO THE
PLACE OF BEGINNING, PASSING OVER AN IRON
PIPE AT 86.93'. CONTAINING 0.307 ACRES ± AS
SURVEYED BY WATSON & SON IN OCTOBER, 1977

WATSON and SON
 LAND SURVEYING
 108 BROADWAY
 CENTREVILLE, MARYLAND 21617
 (301) 758 1612

LEGAL DESCRIPTION

LANDS TO BE CLAIMED BY WILLIAM
 L. ATWELL

BEGINNING AT AN IRON PIPE ON THE EAST
 SIDE OF A 10' ALLEY AND THE SOUTH RIGHT
 OF WAY LINE OF SECOND ST. AND THENCE
 N 01° 00' 00" E 50.00' TO AN IRON PIPE AT
 THE CORNER OF ATWELL LANDS AND THE NORTH
 RIGHT OF WAY LINE OF SECOND ST. AND THEN
 WITH SAID LINE S 89° 00' 00" E 130.00' TO
 AN IRON PIPE AT THE WEST RIGHT OF WAY LINE
 OF RIVER VIEW AVE., THENCE WITH RIVER VIEW
 AVE. N 01° 00' 00" E 50.00' TO AN IRON PIPE
 THENCE S 89° 00' 00" E 50.00' TO A POINT ON
 THE EAST RIGHT OF WAY LINE OF RIVER VIEW
 AVE. THENCE WITH SAID LINE S 01° 00' 00" W
 50.00' TO A POINT AND THE NORTH SIDE OF
 SECOND ST. THENCE WITH SECOND ST. S 89° 00'
 00" E 37.50' TO THE MEAN HIGH WATER
 LINE OF THE CHESTER RIVER; THENCE WITH

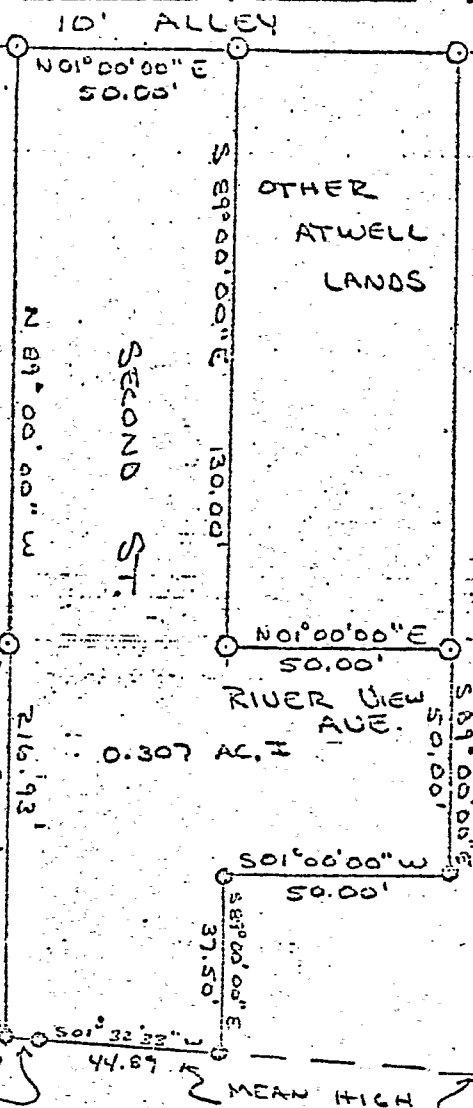
1" = 40'
OCTOBER 1974

N

MACALLISTER LANDS

OTHER
ATWELL
LANDS

MCLEA LANDS



PLAT OF A SURVEY
OF LANDS TO BE CLAIMED BY
WILLIAM L. ATWELL
LOVE POINT
FORTH DISTRICT, Q.A. Co, MD.

SURVEYED BY
WATSON AND SON
108 BROADWAY
CENTREVILLE, MD.

John Watson

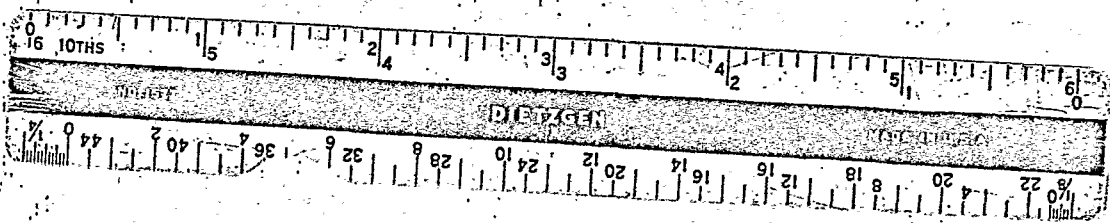
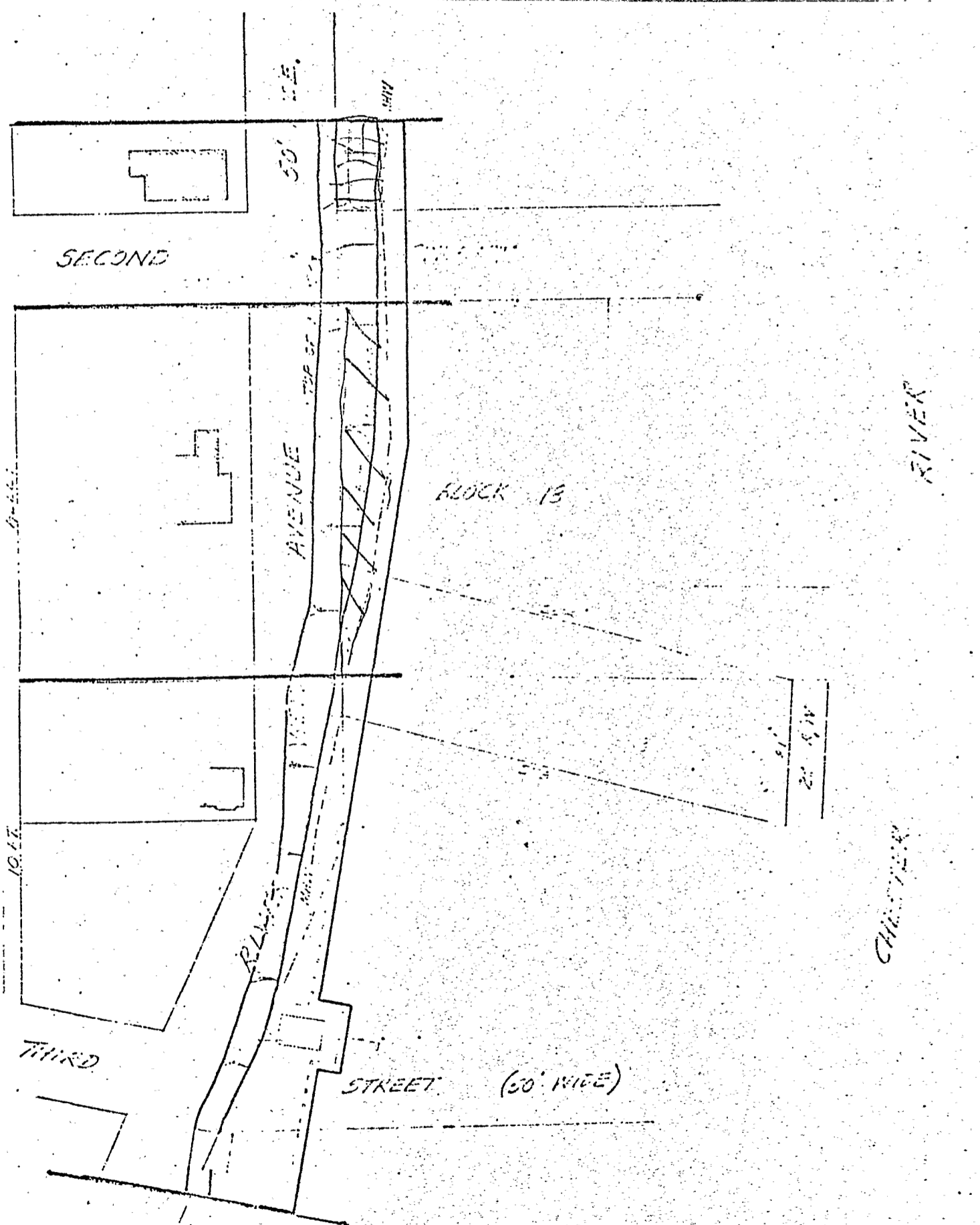
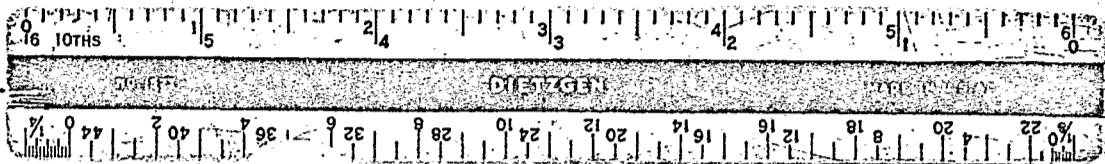


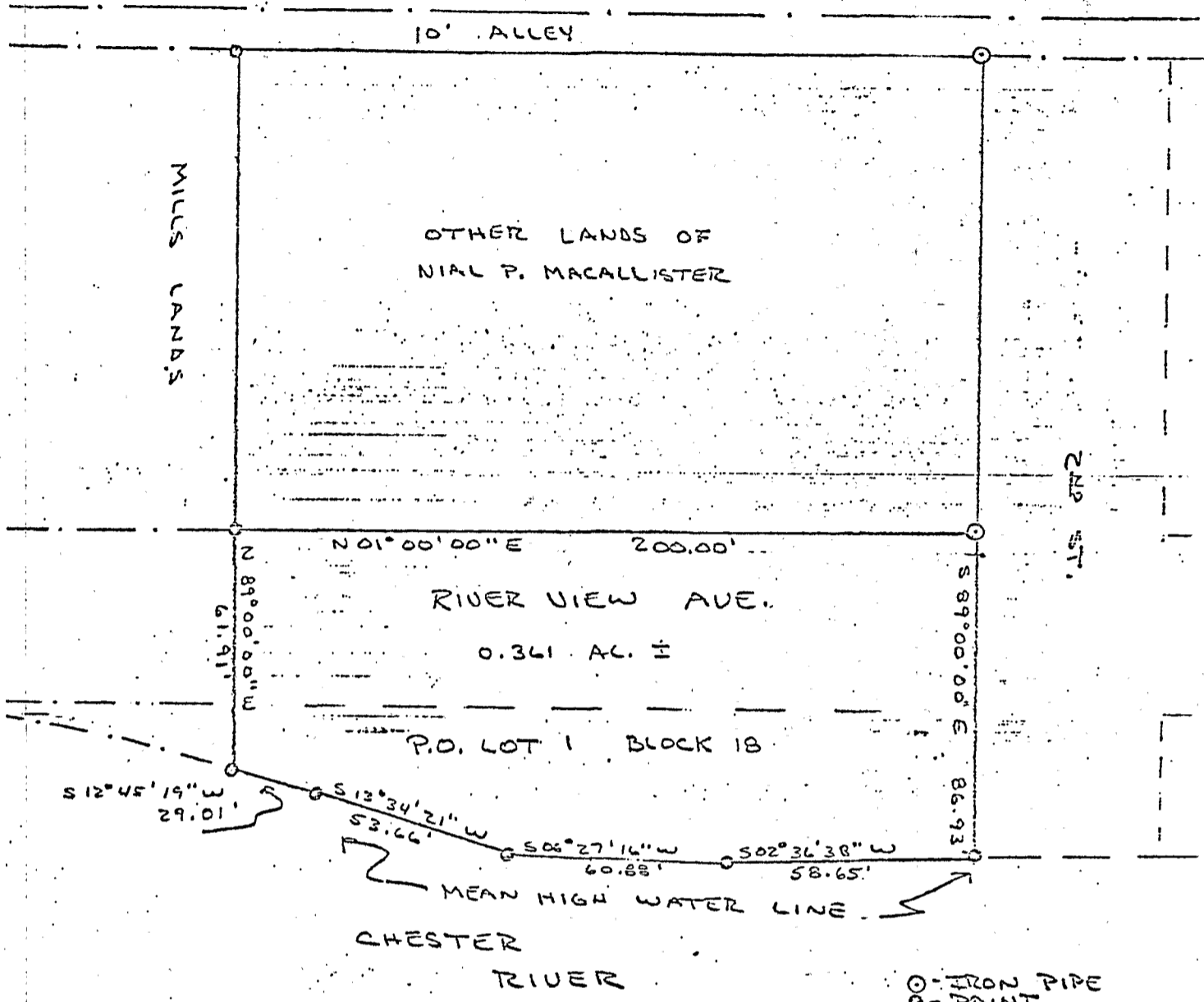
EXHIBIT NO. THREE

ATWELL



Macallister

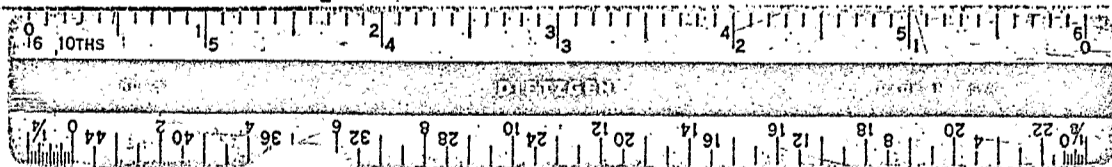
1" = 40'
OCTOBER 2 1979



PLAT OF A SURVEY
OF LANDS TO BE CLAIMED BY
NIAL P. MACALLISTER
LOVE POINT
FORTH DISTRICT, Q. A. CO., MD.

SURVEYED BY
WATSON AND SON
108 BROADWAY
CENTREVILLE, MD.

John Watson

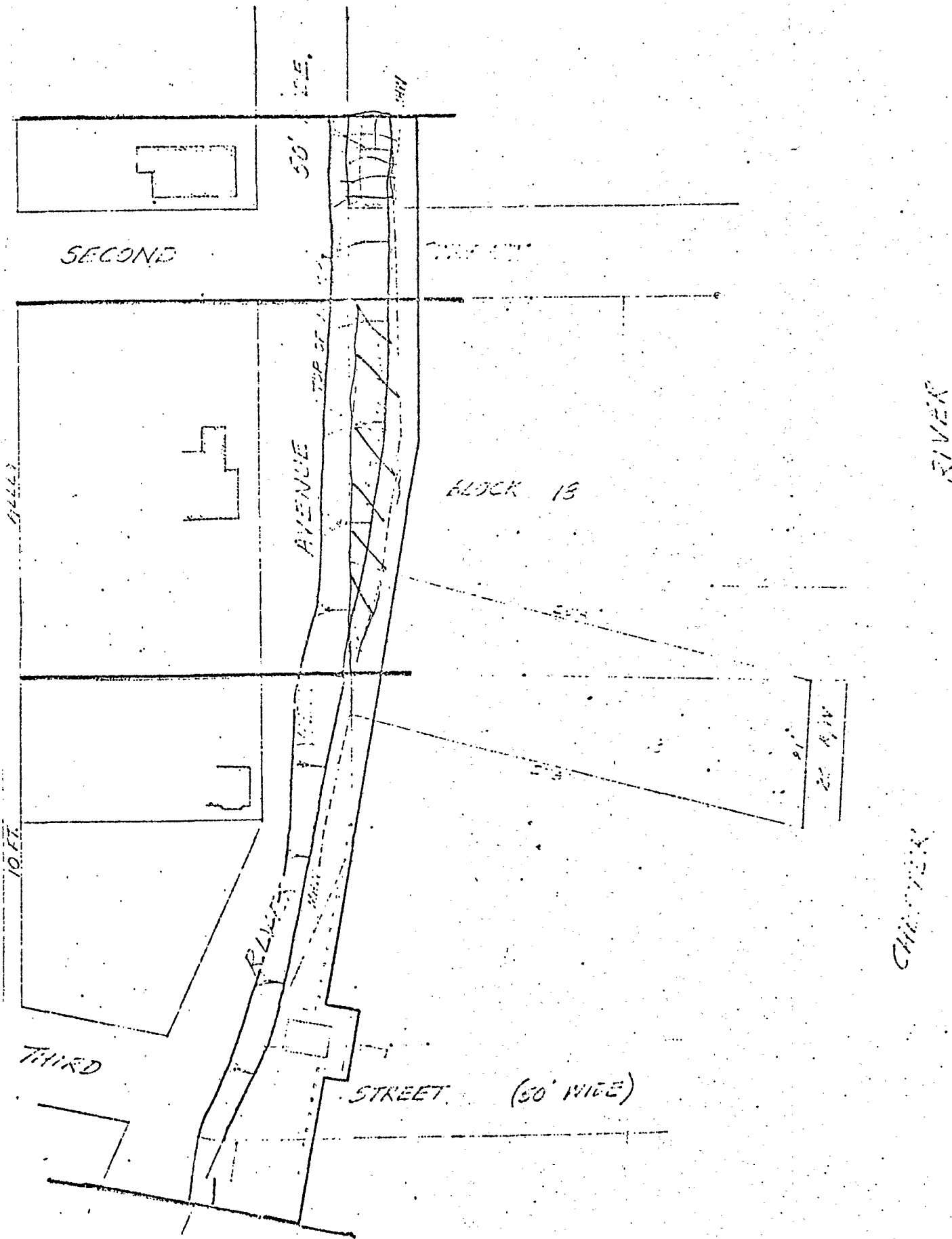


WATSON and SON
LAND SURVEYING
108 BROADWAY
CENTREVILLE MARYLAND 21617
(301) 758 1612

LEGAL DESCRIPTION

LANDS TO BE CLAIMED BY NIAL P.
MACALLISTER

BEGINNING AT A POINT ON THE WEST RIGHT OF WAY
LINE OF RIVER VIEW AVE. AND RUNNING WITH RIVER VIEW
AVE. $N 01^{\circ} 00' 00'' E 200.00'$ TO AN IRON PIPE ON THE
SOUTH RIGHT OF WAY LINE OF SECOND ST., THENCE
 $S 89^{\circ} 00' 00'' E 86.93'$ TO A POINT ON THE MEAN HIGH
WATER LINE OF THE CHESTER RIVER AND THENCE WITH
THE CHESTER RIVER $S 02^{\circ} 36' 38'' W 58.65'$ TO A POINT,
THENCE $S 06^{\circ} 27' 16'' W 60.88'$ TO A POINT, THENCE
 $S 13^{\circ} 34' 21'' W 53.66'$ TO A POINT, THENCE $S 12^{\circ} 45' 19'' W$
 $29.01'$ TO A POINT, THENCE LEAVING THE MEAN HIGH WATER
LINE $N 89^{\circ} 00' 00'' W 61.91'$ TO A POINT ON THE WEST RIGHT
OF WAY LINE OF RIVER VIEW AVE., THE PLACE OF BEGINNING
CONTAINING 0.361 ACRES \pm AS SURVEYED BY WATSON
AND SON IN OCTOBER 1979.



RIVER

CHURCH

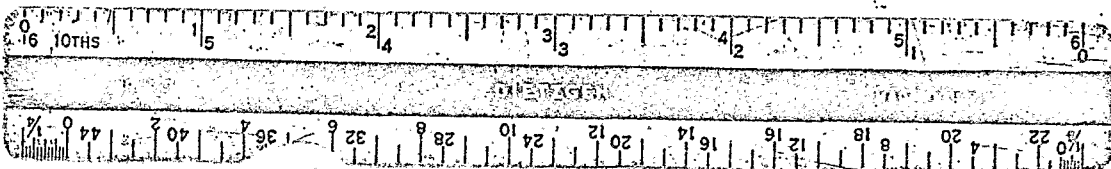
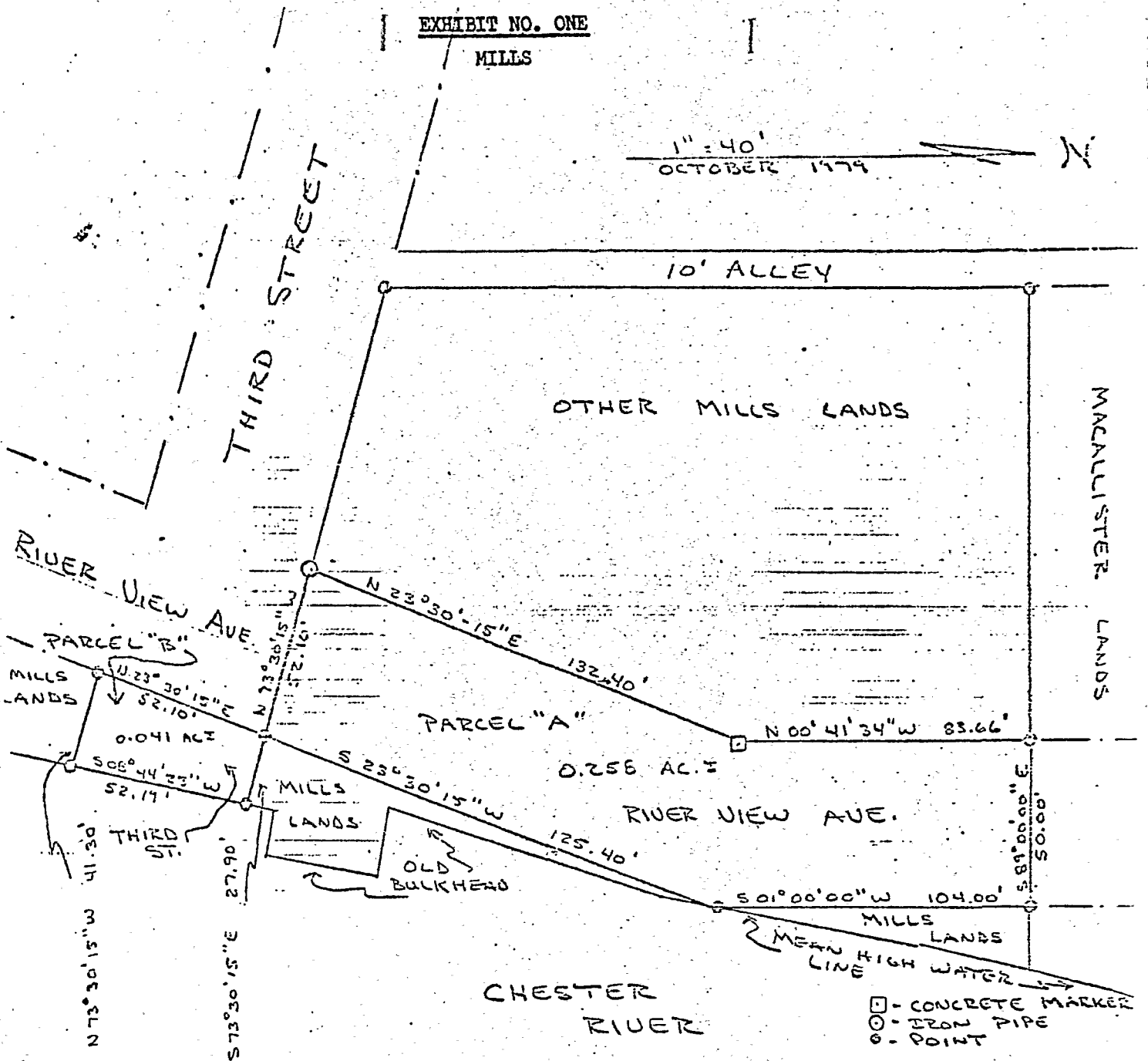


EXHIBIT NO. ONE
MILLS

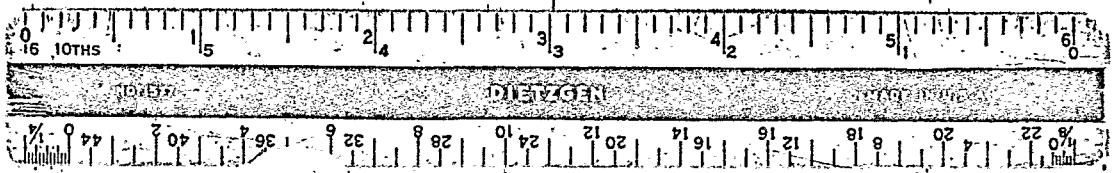
1" = 40'
OCTOBER 1979



PLAT OF A SURVEY
OF LANDS TO BE CLAIMED BY
NAOMI. C. MILLS
LOVE POINT
FORTH DISTRICT, Q. A. CO., MD.

SURVEYED BY
WATSON AND SON
103 BROADWAY
CENTREVILLE, MD.

John Watson



LEGAL DESCRIPTION

LANDS TO BE CLAIMED BY NAOMI
MILLS

PARCEL "A"

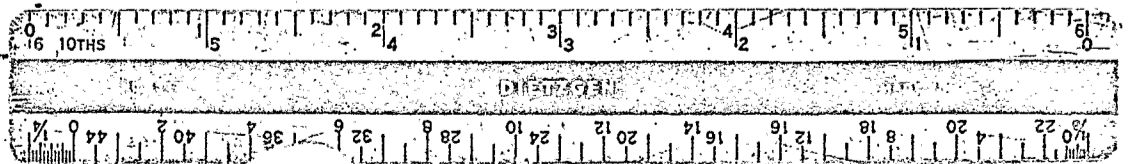
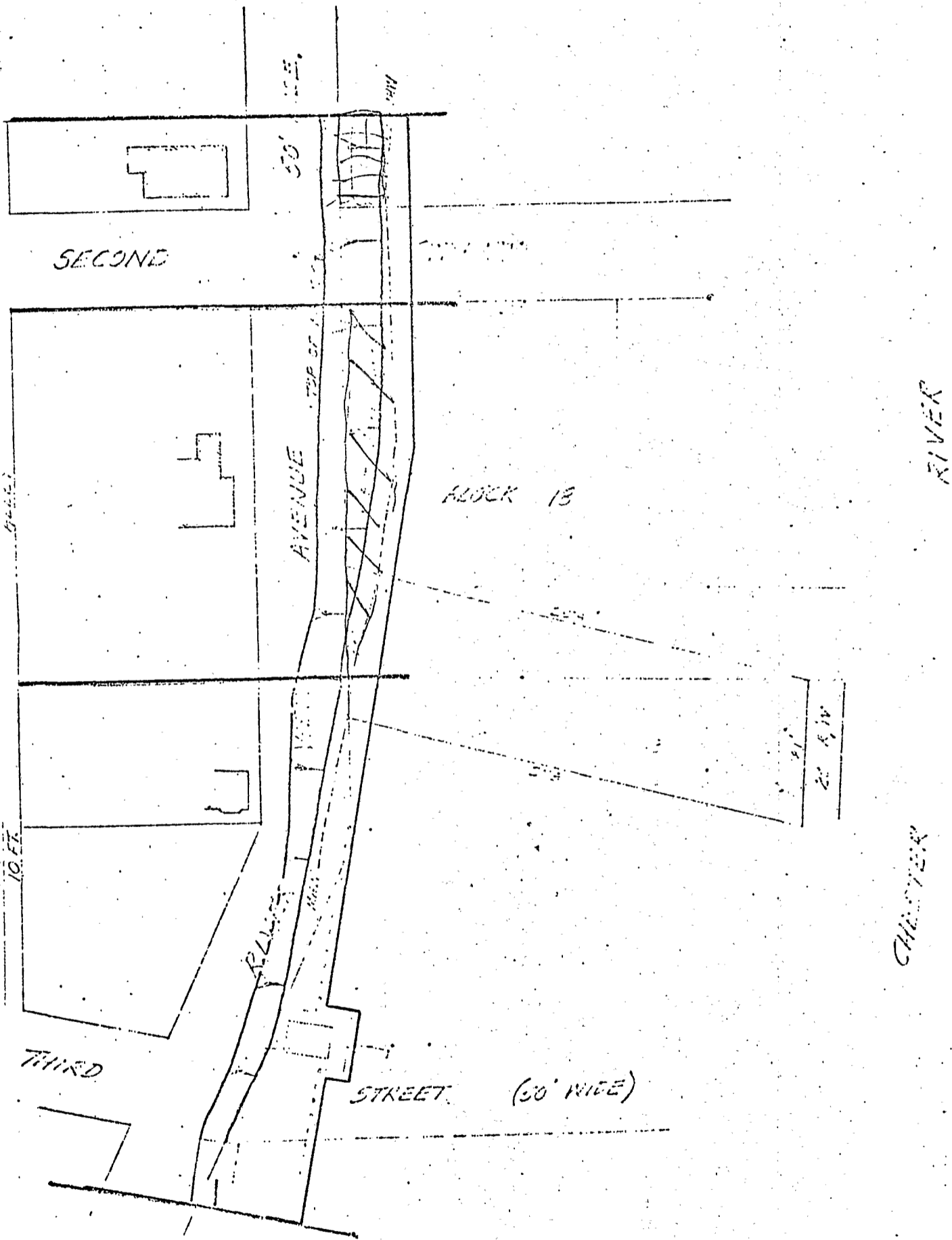
BEGINNING AT AN IRON PIPE ON THE
NORTHERN ~~RIGHT~~ OF WAY LINE OF THIRD ST.
AND ~~THENCE~~ ~~RUNNING~~ WITH THE OLD RIGHT OF
WAY LINE ~~OF~~ RIVER VIEW AVE., N 23° 30' 15" E
132.40' TO ~~A~~ CONCRETE MONUMENT, THENCE
N 00° 41' 34" W 83.66' TO A POINT; THENCE
S 89° 00' 00" E 50.00' TO A POINT ON THE EAST
ERN ~~RIGHT~~ OF WAY LINE OF RIVER VIEW A.
THENCE S 01° 00' 00" W 104.00' TO A POINT, THE
S 23° 30' 15" W 125.40' TO A POINT ON THE
RIGHT OF WAY LINE OF BOTH THE NORTH S.
OF THIRD ST. AND THE EAST SIDE OF RIV
VIEW AVE., THENCE N 73° 30' 15" W 52.10' TO
PLACE OF BEGINNING. CONTAINING 0.258 AC.
±.

PARCEL "B"

BEGINNING AT A POINT ON THE NORTH SIDE
OF THE RIGHT OF WAY LINE OF THIRD ST. AND

WATSON and SON
LAND SURVEYING
108 BROADWAY
CENTREVILLE, MARYLAND 21617
(301) 754 1612

ALSO THE EAST RIGHT OF WAY LINE OF
RIVER VIEW AVE. AND THENCE, $S 73^{\circ} 30' 15'' E$
27.90' TO THE MEAN HIGH WATER LINE OF
THE CHESTER RIVER AND THENCE WITH THE
M.H.W.L. $S 08^{\circ} 44' 23'' W$ 52.19' TO A POINT, THE
 $N 73^{\circ} 30' 15'' W$ 41.30' TO A POINT ON THE
EAST RIGHT OF WAY LINE OF RIVER VIEW
AVE. AND THENCE, $N 23^{\circ} 30' 15'' E$ 52.10' TO THE
PLACE OF BEGINNING. CONTAINING 0.041 ACRES
 \pm . AS SURVEYED BY WATSON & SON, OCTOBER
1979.



NAOMI C. MILLS

IN THE CIRCUIT COURT

VS.

FOR

THE LOVE POINT LAND AND
IMPROVEMENT COMPANY OF
CAROLINE COUNTY, INC., ETC.

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 6594

DECREE

The above cause standing ready for hearing and being submitted without argument, the Bill of Complaint, Decree Pro Confesso, Testimony and all other proceedings having been read and considered;

It is thereupon, this 23rd day of December, 1981, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of said Court, ADJUDGED, ORDERED and DECREED:

That Naomi C. Mills, her heirs and assigns, have absolute ownership and a perfect right to the disposition of the real estate situate in Queen Anne's County mentioned in these proceedings, in the Bill of Complaint, as against The Love Point Land and Improvement Company of Caroline County, Inc., a Maryland Corporation which ceased to exist more than 50 years from this date, any successors in interest in the assets of said corporation, and to all other persons unknown claiming any, right, title, estate, lien or interest in the subject property of this Complaint and that The Love Point Land and Improvement Company of Caroline County, Inc. and any successors in interest in the assets of said Corporation, and to all other persons unknown claiming any, right, title, estate, lien or interest in the subject property of this complaint are hereby enjoined and restrained from asserting any claim to the aforesaid real estate by any action at law, equity or otherwise.

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

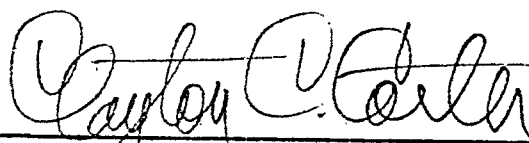
Parcel "A"--Beginning at an iron pipe on the northern right of way line of Third Street and thence running with the old right of way line of River View Avenue, N 23° 30' 15" E 132.40' to a concrete monument, thence N 00° 41' 34" W 83.66' to a point; thence S 89° 00' 00" E 50.00' to a point on the eastern right of way line of River View Avenue thence S 01° 00' 00" W 104.00' to a point, thence S 23° 30' 15" W 125.40' to a point on the right of way line of both the north side of Third Street and the east side of River View Avenue,

LIBFF

12 APR 352

thence N 73° 30' 15" W 52.10' to the place of beginning.
Containing 0.258 acres ±.

Parcel "B"--Beginning at a point on the north side of
the right of way line of Third Street and also the east right
of way line of River View Avenue and thence, S 73° 30' 15" E
27.90' to the mean high water line of the Chester River and
thence with the mean high water line S 08° 44' 23" W 52.19'
to a point, thence N 73° 30' 15" W 41.30' to a point on the
east rights of way line of River View Avenue and thence
N 23° 30' 15" E 52.10' to the place of beginning. Containing
0.041 acres ±. As surveyed by Watson & Son, October, 1979.


JUDGE

CLERK
1979 DEC 23 PM 3:58
SHELBY COUNTY

NIALL P. MACALLISTER and
LAUREL MACALLISTER, His Wife
Love Point
Stevensville, Maryland 21666

PLAINTIFF

Vs.

THE LOVE POINT LAND AND
IMPROVEMENT COMPANY OF CAROLINE
COUNTY, INC., a Maryland Corporation
which ceased to exist more than 50
years from this date, any successors
in interest in the assets of said
corporation, and to all other persons
unknown claiming any, right title,
estate, lien or interest in the real
property described in the Complaint
adverse to the Plaintiff's ownership
or any cloud upon Plaintiff's title
thereto

ADDRESSES UNKNOWN:

DEFENDANTS

* * * * *

BILL OF COMPLAINT TO QUIET TITLE

The Bill of Complaint of NIAL P. MACALLISTER and LAUREL
MACALLISTER, His Wife, by Bruce Ware, their Solicitor, respect-
fully represents:

1. That these proceedings are filed under the Real Property Article Sub-Section 14-108 of the Annotated Code of Maryland (1974 Edition).
2. That NIAL P. MACALLISTER and LAUREL MACALLISTER, His Wife, are in actual possession of those lands located on Love Point, Kent Island, Queen Anne's County, Maryland, described as:

Beginning at a point on the West right of way line of River View Avenue and running with River View Avenue N01°-00'00"E 200.00' to an iron pipe on the South right of way line of Second Street, thence S89°-00'00"E 86.93' to a point on the Mean High Water Line of the Chester River and thence with the Chester River S02°-36'-38"W 58.65' to a point, thence S06°-27'-16"W 60.88' to a point, thence S13°-34'-21"W 53.66' to a point, thence S12°-45'-19"W 29.01' to a point, thence leaving the Mean High Water Line N89°-00'-00"W 61.91' to a point on the West right of way line of River View Avenue, the place of beginning containing 0.361 acres +

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY
CHANCERY NO. 10593

FEB -8-80 * 28076 *****50 00
FEB -8-80 A 328076 *****50 00

which is set forth in a survey made in October, 1979, by Watson and Son, registered land surveyors, a copy of which is attached hereto and made a part hereof.

3. That that parcel designated "Other MacAllister Lands" on said survey was deeded to your orators by deed dated July 22, 1975 and recorded among the land records of Queen Anne's County at Liber CWQ No. 95, Folio 383 from John and Clare O'Brien.

4. That the claimed land as described above and set forth in the attached survey were originally a part and parcel of the lands owned by the Love Point Land and Improvement Company of Caroline County as set forth in a Plat entitled "Map--Love Point Land and Improvement Company--B. Frank Wagman, Esq." and recorded among the land records of Queen Anne's County in Liber SS No. 7, Folio 590.

5. That the Love Point Land and Improvement Company of Caroline County ceased to exist on or about 1921 and a search of the records has failed to disclose any successor's in interest.

6. That the claimed lands were offered to other lot owners but not to the county as roads by way of a plat entitled "Map--Love Point Land and Improvement Company--B. Frank Wagman, Esq." and recorded among the land records of Queen Anne's County in Liber SS No. 7, Folio 590 as set forth above; however, other lot owners have neither accepted nor improved the parcels claimed herein.

7. That your orators have by themselves and their predecessors in title, been in actual, exclusive and adverse possession of the above described property continuously for more than 20 years prior to their action claiming to own the same in fee against the whole world and have paid all taxes of every kind levied or assessed against the property.

8. That significant erosion has occurred which has removed any purpose for which the road beds were intended and as set forth in the attached survey, portions of the roads themselves.

9. That eminent harm will occur to the deeded land and structures thereon should title not pass by order hereunder to the orators presently in possession.

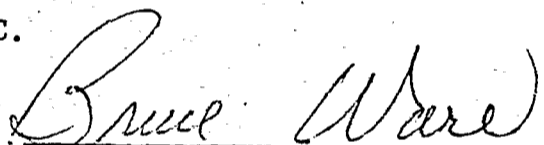
WHEREFORE, your Complainants pray:

1. That this Honorable Court pass a final order declaring that the title of the Complainants, NIALL P. MACALLISTER and LAUREL MACALLISTER, His Wife, to their respective real estate has been established to the exclusion of all other persons and parties and that said parties are the full and absolute owners of said land with the perfect right to absolute disposition of the same as against the Defendant's in this suit.

2. That an order be made for publication of notice requiring all persons, claiming any interest in the real estate of the Complainant's above described, appear before this Court, at a time and place to be therein specified, to show cause, if any they have, why they should not be forever barred from asserting or maintaining any action or proceeding for the recovery of said real property, and as may be necessary thereafter that this Honorable Court will grant a permanent injunction against the assertion by any and all of the said Defendants in this cause action and claim to said property by action at law or in equity or otherwise.

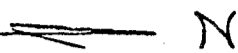
3. And for such other and further relief as the Complainants cause may require.

AND AS IN DUTY BOUND, ETC.



Bruce Ware
P. O. Box 380
Chester, Maryland 21619
643-5976
Attorney for Plaintiff

1" = 40'
OCTOBER 1979



10' ALLEY

MILLS
LANDS

OTHER LANDS OF
NIAL P. MACALLISTER

240
FT.

N 01° 00' 00" E 200.00'

RIVER VIEW AVE.

0.361 AC. ±

N 89° 00' 00" W
61.91'

S 89° 00' 00" E 86.93'

P.O. LOT 1 BLOCK 18

S 12° 45' 19" W 29.01'

S 13° 34' 21" W 53.66'

S 06° 27' 16" W 60.88'

S 02° 36' 38" W 58.65'

MEAN HIGH WATER LINE

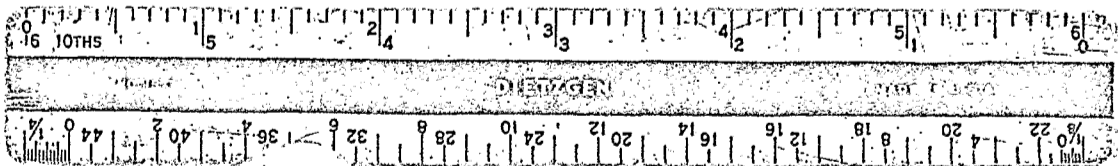
CHESTER
RIVER

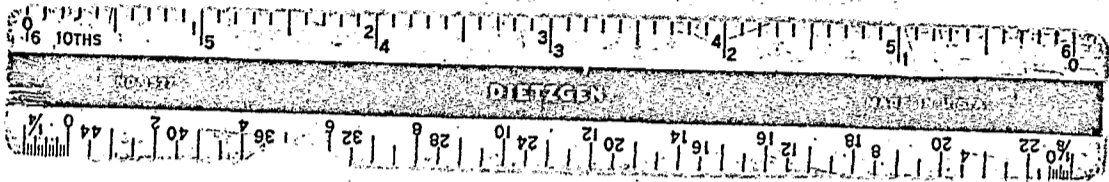
○ - IRON PIPE
● - POINT

PLAT OF A SURVEY
OF LANDS TO BE CLAIMED BY
NIAL P. MACALLISTER
LOVE POINT
FORTH DISTRICT, Q. A. CO., MD.

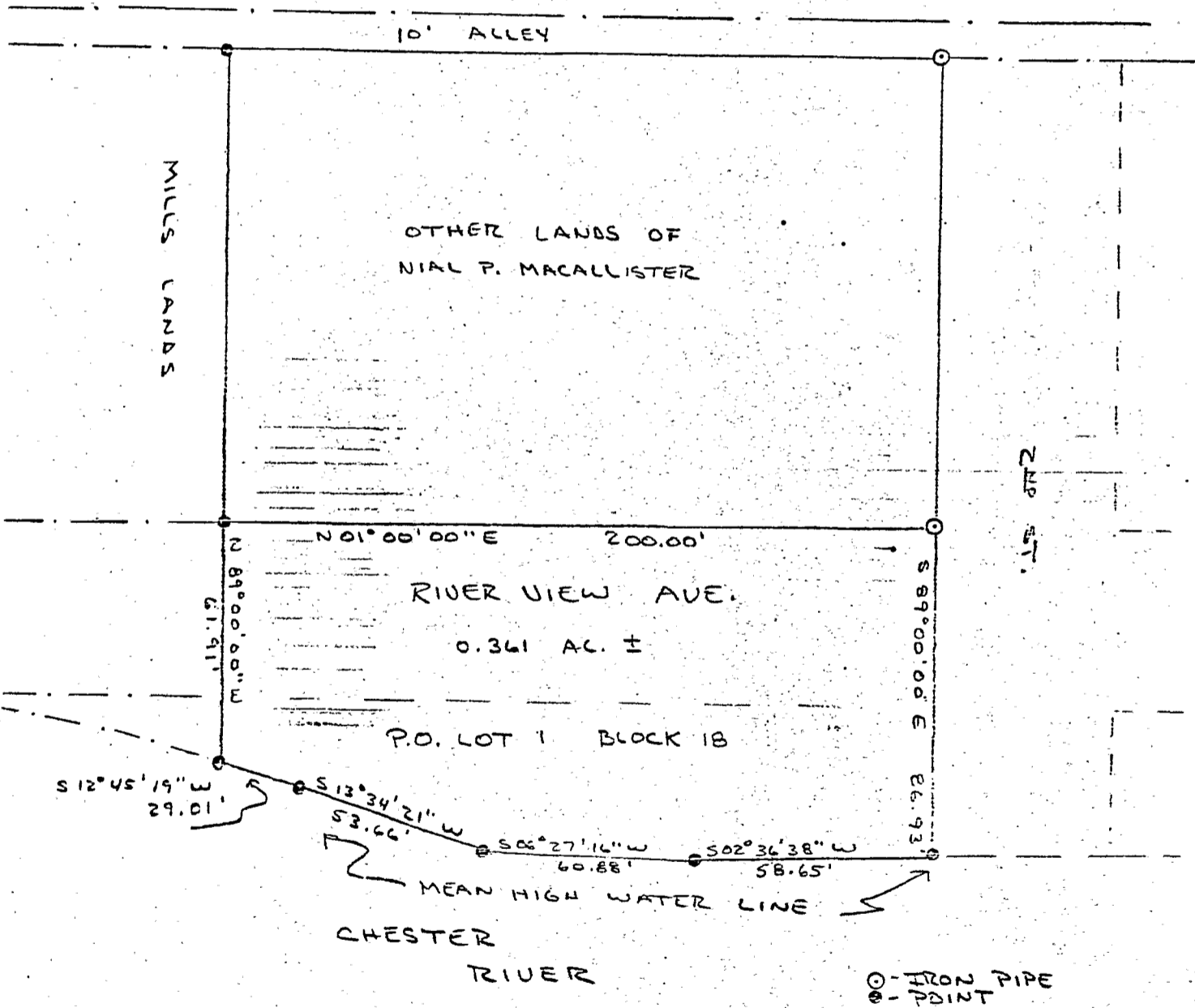
SURVEYED BY
WATSON AND SON
108 BROADWAY
CENTREVILLE, MD.

John DeLataud





1" = 40'
OCTOBER 1979



PLAT OF A SURVEY
OF LANDS TO BE CLAIMED BY
NIAL P. MACALLISTER
LOVE POINT
FORTH DISTRICT, Q. A. CO., MD.

SURVEYED BY
WATSON AND SON
108 BROADWAY
CENTREVILLE, MD.

John Watson

LEGAL DESCRIPTION
LANDS TO BE CLAIMED BY NIAL P.
MACALLISTER

BEGINNING AT A POINT ON THE WEST RIGHT OF WAY
LINE OF RIVER VIEW AVE. AND RUNNING WITH RIVER VIEW
AVE. $N 01^{\circ} 00' 00" E$ 200.00' TO AN IRON PIPE ON THE
SOUTH RIGHT OF WAY LINE OF SECOND ST., THENCE
 $S 89^{\circ} 00' 00" E$ 86.93 TO A POINT ON THE MEAN HIGH
WATER LINE OF THE CHESTER RIVER AND THENCE WITH
THE CHESTER RIVER $S 02^{\circ} 36' 38" W$ 58.65' TO A POINT,
THENCE $S 06^{\circ} 27' 16" W$ 60.88' TO A POINT, THENCE
 $S 13^{\circ} 34' 21" W$ 53.66' TO A POINT, THENCE $S 12^{\circ} 45' 19" W$
29.01' TO A POINT, THENCE LEAVING THE MEAN HIGH WATER
LINE $N 89^{\circ} 00' 00" W$ 61.91' TO A POINT ON THE WEST RIGHT
OF WAY LINE OF RIVER VIEW AVE., THE PLACE OF BEGINNING
CONTAINING 0.361 ACRES \pm AS SURVEYED BY WATSON
AND SON IN OCTOBER 1979.

NIALL P. MACALLISTER and
LAUREL MACALLISTER, His Wife
Love Point
Stevensville, Maryland 21666

PLAINTIFF

Vs.

THE LOVE POINT LAND AND
IMPROVEMENT COMPANY OF CAROLINE
COUNTY, INC., a Maryland Corporation
which ceased to exist more than 50
years from this date, any successors
in interest in the assets of said
corporation, and to all other persons
unknown claiming any, right title,
estate, lien or interest in the real
property described in the Complaint
adverse to the Plaintiff's ownership
or any cloud upon Plaintiff's title
thereto

ADDRESSES UNKNOWN:

DEFENDANTS

* * * * *

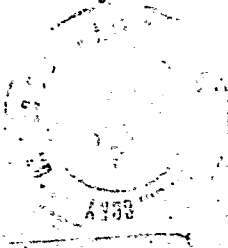
AFFIDAVIT IN SUPPORT OF SERVICE OF PROCESS BY
ORDER OF PUBLICATION

I HEREBY CERTIFY that on this 4th day of February, 1980,
before the Subscriber, a Notary Public of the State of Maryland,
in and for Queen Anne's County, personally appeared NIAL P.
MACALLISTER and LAUREL MACALLISTER, His Wife, and made oath, in
due form of law, as follows:

That on several occasions in 1979, Plaintiffs attempted to
ascertain the whereabouts of the Love Point Land and Improvement
Company of Caroline County, Inc. and any successors in interest of
said Corporation by making inquiries to the Clerk of the Court of
Caroline County and Queen Anne's County and also by making inquir-
ies to the State Department of Assessments and Taxation about the
whereabouts of the abovementioned Corporation and successors in
interests, if any; and that after making such inquiries the
Plaintiffs were unable to locate the Defendants.

Affidavit avers that they are competent to be witnesses and
have personal knowledge of the facts herein stated.

AS WITNESS my hand and Notarial Seal.



David Weston Gregory
Notary Public
My commission expires ~~July 1, 1982~~
DAVID WESTON GREGORY
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1982

ORDER OF COURT

ORDERED this 11th day of February, 1980, by the Circuit Court for Queen Anne's County, Sitting in Equity, that the Clerk of this Court issue an Order of Publication against all Defendants, pursuant to Md. Rule 111.

AND IT IS FURTHER ORDERED that the Sheriff of Queen Anne's County shall set up a copy of the Order of Publication upon the land described in the Bill of Complaint within 5 feet of the western boundary line and facing west. Proof of the fact and date of posting shall be by certificate of the Sheriff filed in this proceeding.

Cayton C. Carlin

Judge

FILED
FEB 12 1980
CLERK OF THE COURT
QUEEN ANNE'S COUNTY

NIALL P. MACALLISTER and
LAUREL MACALLISTER, His Wife
Love Point
Stevensville, Maryland 21666

PLAINTIFF

Vs.

THE LOVE POINT LAND AND
IMPROVEMENT COMPANY OF CAROLINE
COUNTY, INC., a Maryland Corporation
which ceased to exist more than 50
years from this date, any successors
in interest in the assets of said
corporation, and to all other persons
unknown claiming any, right title,
estate, lien or interest in the real
property described in the Complaint
adverse to the Plaintiff's ownership
or any cloud upon Plaintiff's title
thereto

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 absolute disposition of the same and for an absolute and permanent injunction against any of the Defendants claiming any interest in said land.

THE BILL OF COMPLAINT STATES:

1. That these proceedings are filed under the Real Property Article Sub-Section 14-108 of the Annotated Code of Maryland (1974 Edition).

2. That NIAL P. MACALLISTER and LAUREL MACALLISTER, His Wife, are in actual possession of those lands located on Love Point, Kent Island, Queen Anne's County, Maryland, described as:

Beginning at a point on the West right of way line of River View Avenue and running with River View Avenue N01°-00'-00"E 200.00' to an iron pipe on the South right of way line of Second Street, thence S89°-00'-00"E 86.93' to a point on the Mean High Water Line of the Chester River and thence with the Chester

River S02°-36'-38"W 58.65' to a point, thence S06°-27'-16"W 60.88' to a point, thence S13°-34'-21"W 53.66' to a point, thence S12°-45'-19"W 29.01' to a point, thence leaving the Mean High Water Line N89°-00'-00"W 61.91' to a point on the West right of way line of River View Avenue, the place of beginning containing 0.361 acres +

which is set forth in a survey made in October, 1979, by Watson and Son, registered land surveyors, a copy of which is attached hereto and made a part hereof.

3. That that parcel designated "Other MacAllister Lands" on said survey was deeded to your orators by deed dated July 22, 1975, and recorded among the land records of Queen Anne's County at Liber CWC No. 95, Folio 383 from John and Clare O'Brien.

4. That the claimed land as described above and set forth in the attached survey were originally a part and parcel of the lands owned by the Love Point Land and Improvement Company of Caroline County as set forth in a Plat entitled "Map--Love Point Land and Improvement Company--B. Frank Wagman, Esq." and recorded among the land records of Queen Anne's County in Liber SS No. 7, Folio 590.

5. That the Love Point Land and Improvement Company of Caroline County ceased to exist on or about 1921 and a search of the records has failed to disclose any successor's in interest.

6. That the claimed lands were offered to other lot owners but not to the county as roads by way of a plat entitled "Map--Love Point Land and Improvement Company--B. Frank Wagman, Esq." and recorded among the land records of Queen Anne's County in Liber SS No. 7, Folio 590 as set forth above; however, other lot owners have neither accepted nor improved the parcels claimed herein.

7. That your orators have by themselves and their predecessors in title, been in actual, exclusive and adverse possession of the above described property continuously for more than 20 years prior to their action claiming to own the same in fee against the whole world and have paid all taxes of every kind levied or assessed against the property.

8. That significant erosion has occurred which has removed any purpose for which the road beds were intended and as set forth in the attached survey, portions of the roads themselves.

9. That eminent harm will occur to the deeded land and structures thereon should title not pass by order hereunder to the orators presently in possession.

IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County, Sitting in Equity, this 11th day of February, 1980, that the Defendants, whose addresses are unknown, are hereby notified that Plaintiffs, Niall P. Macallister and Laurel Macallister, have filed the above entitled action to quiet title to the lands herein described, naming the above Defendants, whose addresses are unknown.

THE ABOVE NAMED DEFENDANTS, WHOSE ADDRESSES ARE UNKNOWN, ARE HEREBY WARNED THAT FAILURE TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE April 18, 1980 MAY RESULT IN THE CASE PROCEEDING AGAINST THEM BY DEFAULT.

Marguerite W. Mankin
MARGUERITE W. MANKIN
CLERK

Filed February 11, 1980

NIALL P. MACALLISTER
and
LAUREL MACALLISTER

VS.

THE LOVE POINT LAND
AND IMPROVEMENT COMPANY
OF CAROLINE COUNTY, INC., Etc.

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

CHANCERY NO. 6593

* * * * *

AFFIDAVIT OF POSTING

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

I Jerome C Lowery, Deputy Sheriff of
Queen Anne's County, make oath that on the 14th day of
February, 1980, I posted a copy of the Order of Publication
in the above entitled case upon the land described in the
Bill of Complaint

Jerome C Lowery
Deputy Sheriff

SUBSCRIBED and sworn to this 19th day of
February, 1980.

David Weston Gregory
Notary Public



DAVID WESTON GREGORY
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1982

QUEEN ANNE'S COUNTY

NIALL P. MacALLISTER

and

LAUREL MacALLISTER

vs.

THE LOVE POINT LAND AND
IMPROVEMENT COMPANY OF
CAROLINE, INC., ETC.

*

* IN THE CIRCUIT COURT

* FOR

* QUEEN ANNE'S COUNTY

* IN EQUITY 6593

* CHANCERY NO. _____

*

* * * * *

PETITION FOR DECREE PRO CONFESSO

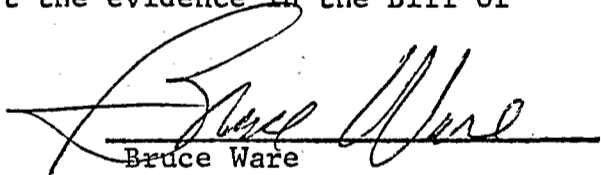
NOW COMES the complaintants by their attorney, Bruce Ware,
and petition this Honorable Court for a Decree Pro Confesso and
in support thereof say:

1. That the Bill of Complaint was duly filed.
2. That the notice to the parties was properly posted.
3. That no answer has been received and that no other parties
whose whereabouts are unknown have alleged any rights herein.
4. That the time allowed for answers has passed.

TO THE END WHEREFOR, the complaintants pray:

a. That a decree pro confesso may be granted against the
respondants.

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



Bruce Ware
PO Box 380
Chester, Maryland 21619
643-5976
Attorney for Complaintants

1981 JUN 12 11 09 12
CLERK OF THE COURT
QUEEN ANNE'S COUNTY

NIAL P. MacALLISTER
and
LAUREL MacALLISTER

VS.

THE LOVE POINT LAND AND
IMPROVEMENT COMPANY OF CAROLINE,
INC., ETC.

*
IN THE CIRCUIT COURT
*
FOR
*
QUEEN ANNE'S COUNTY
*
IN EQUITY
*
CHANCERY NO. 6593
*

* * * * *

DECREE PRO CONFESSO

The Bill to Quiet Title of Complainants having been filed,
with posting having been made on the subject property and no
answer having been subsequently filed thereto by Respondents,
although the time therefore has expired, it is this 16th day of
June, 1981, by the Circuit Court for Queen Anne's
County, in EQUITY,

ORDERED that the Bill to Quiet Title of the Complainants, is
taken Pro Confesso against the Respondents, and the papers are
referred to an Examiner to take testimony to support the allegations
of the Bill.

CLEARING HOUSE
1981 JUN 16 AM 10:20
QUEEN ANNE'S COUNTY

Raymond Carter
JUDGE

NIALL P. MACALLISTER	:	IN THE CIRCUIT COURT
	:	
And	:	FOR QUEEN ANNE'S COUNTY
	:	
LAUREL MACALLISTER	:	EQUITY No. <u>6593</u>
	:	
VS.	:	
	:	
THE LOVE POINT LAND AND	:	
IMPROVEMENT COMPANY OF	:	
CAROLINE COUNTY, INC., ETC.	:	
:	:	
:	:	
:	:	
:	:	

TESTIMONY

The above cause being at issue and notice having been given me by the Solicitor for the Plaintiff's of a desire to take testimony in the same, I, Edward Turner, Standing Examiner of said Court, assigned Tuesday, August 11, 1981 at 3:30 P.M. at the office of Edward Turner, .09 Lawyers Row, Centreville, Maryland, Queen Anne's County, at the time and place for the examination of witnesses in said cause, due notice having been given which mentioned time and place I attended and proceeded in the presence of the Solicitor for the Plaintiff's to take the following depositions:

CLERK
 1981 SEP 29 PM 3:12
 QUEEN ANNE'S COUNTY

WILLIAM L. ATWELL, the Plaintiff, having been duly sworn, was examined and testified as follows:

Questions by the Examiner:

Q. Please state your name and address?

A. William L. Atwell, Rt. 3, Box 234, Stevensville, Md..

Questions by Mr. Ware:

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

A. William L. Atwell, Rt. 3, Box 234, Stevensville, Maryland 21666.

Q. Are you married?

A. Yes.

Q. To whom?

A. Joan Atwell.

Q. Where is your physical address?

A. Love Point.

Q. I will show you a document which is a survey by Watson and Son it is part of the Court record and has Mr. Watson's seal on it, and ask if you can identify it?

A. The survey is a survey of my existing title lands and the fifty foot road that was alongside of my property running to the Chester River on the east side and to a ten foot alley way on the west side.

Q. Now you do own that property adjoining this which is titled other Atwell lands?

A. Yes, right.

Q. Do you own that with your wife as tenants by the entirety?

A. Yes.

Q. In regard to this land which is labeled second street and Riverview Avenue, can you describe that land as far as it's physical characteristics?

A. There are large trees on the land, probably three or four trees which are in that fifty foot space alongside my house and on that roadway. It has been used as a lawn and for my own use since 1969.

Q. Who was it that owned the property before you?

A. Robert Grace.

Q. How long did they live there?

A. I don't know, I think just a few years.

Q. Prior to them was it John and Alice Copper?

A. Yes.

Q. I'd like to show you what is now Exhibit Two in this matter and ask if this is infact your property?

A. Yes it is.

EXHIBIT TWO: Mr. Ware then offered into evidence this copy and asked that it be marked Exhibit No. 2 to this testimony.

Q. Now this survey shows a garage which extends out into second street, is that correct?

A. Yes it is still there.

Q. Also in regard to that garage are there not other improvements?

A. Yes I put a macadam road that runs across that fifty foot road, second street.

Q. And you paid to put that in?

A. Yes.

Q. Was there prior to your putting the macadam and turnaround there were other vehicles using that particular lane?

A. Yes just the owners, no public use at all.

Q. Is it not so that your septic system is located out into second street?

A. Yes.

Q. This area which we have identified as Second Street, do you maintain that property?

A. Yes I do.

Q. And by maintaining it, do you mean you cut the grass and have a small fence around it?

A. Yes but no fence just schrubbery.

Q. Do you allow people to go across that property down to the water?

A. No.

Q. Does anyone use that property?

A. No.

Q. Then from your point of view that is your property?

A. Yes.

Q. And you would allow people to walk on this if they would need to just as you would the rest of your property?

A. Yes.

Q. I would ask you to look at this part Riverview Avenue and ask you to describe what is Riverview Avenue?

A. Riverview Avenue is an area that I maintain. I cut the grass. I plant schrubs on it, there is a sidewalk that runs on the west side of Riverview Avenue across my property.

Q. And that sidewalk was placed there by a former owner?

A. Yes.

Q. What is the condition of the land on the far side of Riverview Avenue?

A. It has schrubs and a few trees.

Q. Is there a cliffway there?

A. Yes it is a Bluff.

Q. This is a survey done by the Natural Resources people is it not?

A. Yes.

EXHIBIT THREE: Mr. Ware then offered into evidence this copy and asked that it be marked Exhibit No. 3 to this testimony.

Q. On this particular plat it shows the location of the cliffbank, now that location, is it true?

A. Yes but with some erosion.

Q. Does that cliffbank exist approxiamtely in the middle of Riverview Avenue?

A. More like one third.

Q. It would not be possible to traverse what is know as Riverview Avenue?

A. No you would have to have a tank.

Q. Are there concrete blocks there?

A. Yes, they were placed there by a prior owner, and again I maintain them.

Q. And that is to prevent further damage to your property?

A. Yes and to give me access to the water.

Q. That particular part that you are trying to protect you are treating that as your own property?

A. Correct.

Q. And the prior owners who placed the concrete blcoks treated the property the same, according to what they told you?

A. To the best of my knowledge yes.

Q. Now I direct your attention to the adjoining properties, the MacAllister properties and the Mills properties and ask if you are aware whether the MacAllister's and the Mill's also treat the Riverview avenue as their own?

A. Yes they do.

Q. Do they cut the grass and take care of it?

A. Yes they do.

Q. Do they make attempts to keep the erosion from continuing?

A. Yes.

Q. And what money is spent is spent by them?

A. Yes.

Q. Do they also not allow the public access to the road except for those occasional trespassers?

A. I am sure that is true.

Q. Is there anything else about the existing situation aside from the fact that there is a garage and other improvements, scrubbery and the septic system which exists in that land that you wish to tell?

A. I did macadam where my garage is, the garage is four feet over into the road but I have also macadamed across that fifty foot space, and have used that since 1975 or 1976.

Q. The alleyway that exists which is the ten foot alleyway shown in all of these exhibits, that alleyway is privately maintained by the owners that are adjacent to the alleyway?

A. No in recent years the county has taken it over sometimes. Some winters they remember us some winters they don't. But they agreed to maintain that road.

Q. Now, this particular lane is the only access to the homes that go along there?

A. Correct.

Q. Now is there anything else that you feel should be a part of the record?

A. This alleyway is used by adjoining owners and right to the end of that alleyway which would face the Bay side the same story is true it is only used by adjoining owners.

- Q. So the general public does not use your land for access to the beach?
- A. No.
- Q. And because of the bluff it would be physically impossible for the general public to drive down to the beach?
- A. Yes, correct.
- Q. And there is a necessity to protect your land?
- A. Yes very definitely.
- Q. And that necessity has existed for a number of years?
- A. Yes and more so in recent years.
- Q. Not only yourself but all prior property owners have attempted to control the erosion on that property?
- A. Yes, there is a bulkhead that is dated 1952, I believe it was put in by Dr. Lamel.
- Q. Dr. Lamel was a prior property owner?
- A. Yes and he put the bulkhead in.
- Q. So the prior property owners are Dr. Lamel, John and Alice Copper, Robert and Petie Grace?
- A. Yes.
- Q. I have no further questions.

Questions by the Examiner:

Q. Please state your name and address?

A. Laurel Anne MacAllister, Rt. 3, Stevensville, Md.

QUESTIONS BY MR. WARE:

Q. Would you state your name and your address for the record?

A. Laurel Anne MacAllister, Rt. 3, Stevensville, Maryland, 21666.

Q. Who is your husband?

A. Niall Patrick MacAllister.

Q. Do you own property out on Love Point?

A. Yes we do.

Q. And that property is subject to the suit Chancery 6593?

A. Yes.

Q. Do you and your husband own that property as tenants by the entirety?

A. Yes we do.

Q. And that property is described as shown on what I would call Exhibit One in your matter which is a survey dated 1959 by Watson and Son?

A. Yes.

EXHIBIT NO. ONE: Mr. Ware then offered into evidence this copy and asked that it be marked Exhibit No. One to this testimony.

Q. And that is where your house is located?

A. Yes.

Q. Now this piece of land here which we have shown "Riverview Avenue" this land is immediately adjacent to your property?

A. Yes it is.

Q. Can you describe this land?

A. We have two big trees and there are two benches and there is a fence there.

Q. The fence and all of these improvements were placed there by yourselves and prior property owners?

A. Yes.

Q. How do you maintain this property?

A. We mowe it.

Q. Has this been done by prior property owners?

A. Yes as far as I know.

Q. Is there a bluff that exists out there to the front of you?

A. Yes.

Q. And it is the same type of bluff as described by Mr. Atwell prior to this?

A. Yes.

Q. About twenty five feet high?

A. Yes.

Q. Do you deny access of this area to the general public?

A. The general public does not use it.

Q. Do you consider this land your land?

A. Yes.

Q. Now Riverview Avenue itself is infact partially eroded away, is it not?

A. Yes.

Q. Here is a survey done by the Natural Resources people and I ask if your land is shown on this?

A. Yes.

EXHIBIT NO. TWO: Mr. Ware then offered into evidence this copy and asked that it be marked Exhibit No. Two to this testimony.

Q. This representation here with the hatched line denotes were cliff base is, it is called Top of the Bank, is it not?

A. Yes.

Q. So everything from the top of the bank to your house you maintain by mowing?

A. Yes.

Q. Everything below the top of the bank you attempt to keep from further erosion?

A. Yes.

Q. Are there any existing structures?

A. We have steps down there.

Q. When did you purchase this property?

A. In 1975.

Q. Who owned it prior to you?

A. The O'brien's.

Q. And then it was Dr. Clark?

A. Yes.

Q. Now all of them, to your knowledge, treated this property as theirs?

A. Yes.

Q. Is there anything further about this property you would like to describe?

A. No, just that we treat it as our own.

Q. That is all.

NAOMI MILLS, the Plaintiff, having been duly sworn, was examined and testified as follows:

Questions by the Examiner:

Q. Please state your name and address?

A. Naomi Mills, Route 3, Box 230, Stevensville, Maryland 21666.

Questions by Mr. Ware:

Q. Would you introduce yourself, your name and address?

A. I am Naomi Mills, Route 3, Box 230, Stevensville, Maryland 21666.

Q. You are the subject of this suit involving 6594 Equity?

A. Yes.

Q. In this suit which I will mark as Exhibit One is a survey done by Watson and Son and you are looking at that right now, are you not?

A. Yes.

Q. This survey shows a parcel marked Parcel A and another marked Parcel B, can you describe these parcels to us?

A. My house is here and beyond that there is a road that goes down into the water.

EXHIBIT ONE: Mr. Ware then offered into evidence this copy and asked that it be marked Exhibit No. One to this testimony.

Q. So Riverview Road as shown on there, how much of that road now exists?

A. Not much.

Q. So most of it now is part of a cliff or bluff?

A. About fifteen feet from the bluff.

Q. How long have you lived in this area?

A. Since 1948, I've lived in this house since 1954.

Q. Are you familiar with this entire area?

A. Yes.

- Q. This area marked parcel A which is shown as Riverview Avenue, how have you treated this land? Have you treated it as your own?
- A. Yes, I have tried to put bulkheads up there but they don't last to long.
- Q. Because of the water and wind action?
- A. Yes.
- Q. These bulkheads and the attempts you have made to control the erosion have existed since when?
- A. Since 1954.
- Q. When you first put them in?
- A. Right.
- Q. There are some boat houses that existed along the frontage there too, are they yours?
- A. Yes that blockhouse.
- Q. Now Third Street extends on one side of your property, does it not?
- A. Yes.
- Q. Is the parcel marked as Riverview Avenue is that generally open to the public?
- A. No.
- Q. You don't allow people to use it?
- A. Friends and family drive in there.
- Q. But you don't allow that open to the general public?
- A. No, we mowe it and we keep the schrubbery cut.
- Q. You maintain a private driveway on that too, is that correct?
- A. Yes it circles around and comes out here.
- Q. And you also have maintained a private boat storage area in that area?
- A. Yes, right.
- Q. And that private boat storage encompasses part of parcel A?
- A. Yes that is right.

Q. I'd like to show you here what I'll mark as Exhibit Two, this is the one survey made by the Natural Resources people, is it not?

A. Yes.

EXHIBIT TWO: Mr. Ware then offered into evidence this copy and asked that it be marked Exhibit No. 2 to this testimony.

Q. The banklines as shown here are they the same as what are shown on the survey or are they worse?

A. I think they are worse.

Q. That bank continues to erode?

A. Yes.

Q. Has anyone from any association or anything ever come and attempted to fix that bank?

A. No.

Q. So any type of work that was ever done was done by you?

A. Right.

Q. Now look at these other parcels, you have known that land for some period of years, now has that land been generally open to the public?

A. No, none of the property has.

Q. Are the lands that exist in front of the MacAllister's and in front of the Atwell's were all privately maintained?

A. Right.

Q. And the public was denied access?

A. Right.

Q. Now the actual steps that you have taken to control the erosion were the placing of concrete blocks and bulkhead and all at your expense?

A. Right.

Q. This area of Third Street extended was alongside of and actually part of your concrete block house?

A. I don't think my concrete block house sits on it.

Q. But the property adjoining your concrete block house is all maintained by you?

A. That is right.

Q. And you kept the public off of that property?

A. Right.

Q. Didn't you charge people to put boats over?

A. Some friends do it now.

Q. So you presently maintain your residence there?

A. Yes.

Q. Now you haven't been in title of this property the whole time, have you?

A. I bought it in 1948.

Q. And the adjoining land owners treated the property as their own as well as yourself?

A. Right.

Q. Is there anything else about this property you would like to tell?

A. Nothing, the bank has fallen, has fallen from top to bottom.

Q. And it is necessary to repair that land to protect your land and you have taken those steps?

A. Yes, right.

Q. That is all.

I am Bruce Ware, Attorney at Law and pursuant to my duties in these three Equity Cases I have investigated the Love Point Land and Improvement Company of Caroline County, Inc. and find that it ceased to exist on Maryland Record more than fifty years from the date of this testimony, that all reasonable attempts and some unreasonable attempts have been made to locate the land improvement company and have failed, there have been no taxes paid by this organization in those number of years and a search of the land records reveal that no property taxes were paid by the Love Point Land and Improvement Association on claimed land for more than fifty years, furthermore a search of

the land records revealed that the land being claimed by the adjoining property owners is land that has never been titled to anyone else except the Love Point Land and Improvement Company. Furthermore that records will show that the County of Queen Anne has not improved or excepted these various parcels of land being claimed by these parties. I further affirm in this testimony that all statements made regarding the Libers and Folio numbers are correct to the best of my knowledge and were gained from the Land Records of Queen Anne's County after due search in regard to the same records that these records show that the land has been controlled as testified to by the people giving testimony. That the records will affirm their testimony. I further state that those Exhibits which are Exhibits One, Two, and Three in the Atwell case and Exhibits One and Two in the MacAllister case and Exhibits One and Two in the Mills case are true and correct copies of the originals which were gained in my possession some of which were placed in the court file as a record of our court file.

(CONCLUSION OF TESTIMONY)

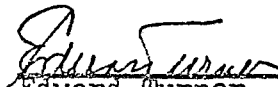
12 SEP 1981

There being no further witnesses being named or produced to me, I then at the request of the Solicitor, closed the deposition taken in said cause and herewith return them closed under my hand and seal, this 14th day of September, 1981, with costs chargeable, as follows, to wit:

Edward Turner, Examiner - - - - - \$35.00

Pamela J. Pippin, Stenographer - - - - - \$35.00

I hereby certify that pursuant to Equity Rule 580G, I remained in the same room with the witnesses throughout the taking of the above testimony, that in addition to the examination of counsel, I either examined the witnesses as indicated by questions asked by me or in the absence of such examination, I certify that in my opinion such examination was unnecessary, and I further certify that there were no irregular or unusual circumstances in the taking of the testimony or the conduct of the proceedings. My presence was requested by the Solicitor and I served one hour.

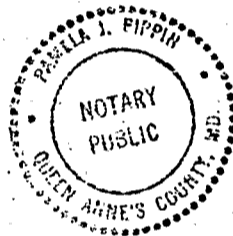

Edward Turner, Examiner

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

I, Pamela J. Pippin, a notary public in and for the State and County aforesaid, do hereby certify that the within named WILLIAM L. ATWELL, LAUREL ANNE MACALLISTER and NAOMI MILLS, personally appeared at the time and place herein set out and after having been duly sworn by Edward Turner, Standing Examiner according to the law, was interrogated by counsel.

I further certify that the examination was recorded by me and then transcribed to the within typewritten matter in a true and accurate manner.

AS WITNESS my hand and notarial seal, this 14th day of September, 1981.



Pamela J. Pippin
Notary Public
My Commission Expires: 7-1-82

LIBER 12 PAGE 384

EXHIBIT NO. ONE

WATSON and SON
LAND SURVEYING
108 BROADWAY
CENTREVILLE, MARYLAND 21617
(301) 755 1612

ATWELL

THE CHESTER RIVER S 01° 32' 33" W 44.89'
TO A POINT, THENCE S 02° 36' 38" W 5.11'
TO A POINT AND THE SOUTH SIDE OF SECON-
D ST., THENCE LEAVING THE CHESTER RIVER
AND RUNNING ALONG THE SOUTH SIDE OF
SECOND ST. N 89° 00' 00" W 216.93' TO THE
PLACE OF BEGINNING, PASSING OVER AN IRON
PIPE AT 86.93'. CONTAINING 0.307 ACRES ± AS
SURVEYED BY WATSON & SON IN OCTOBER, 1977

WATSON and SON
LAND SURVEYING
108 BROADWAY
CENTREVILLE, MARYLAND 21617
(301) 758 1612

LEGAL DESCRIPTION

LANDS TO BE CLAIMED BY WILLIAM
L. ATWELL

BEGINNING AT AN IRON PIPE ON THE EAST
SIDE OF A 10' ALLEY AND THE SOUTH RIGHT
OF WAY LINE OF SECOND ST. AND THENCE
N 01° 00' 00" E 50.00' TO AN IRON PIPE AT
THE CORNER OF ATWELL LANDS AND THE NORTH
RIGHT OF WAY LINE OF SECOND ST. AND THEN
WITH SAID LINE S 89° 00' 00" E 130.00' TO
AN IRON PIPE AT THE WEST RIGHT OF WAY LINE
OF RIVER VIEW AVE., THENCE WITH RIVER VIEW
AVE. N 01° 00' 00" E 50.00' TO AN IRON PIPE
THENCE S 89° 00' 00" E 50.00' TO A POINT ON
THE EAST RIGHT OF WAY LINE OF RIVER VIEW
AVE. THENCE WITH SAID LINE S 01° 00' 00" W
50.00' TO A POINT AND THE NORTH SIDE OF
SECOND ST. THENCE WITH SECOND ST. S 89° 00'
00" E 37.50' TO THE MEAN HIGH WATER
LINE OF THE CHESTER RIVER; THENCE WITH

1" = 40'

OCTOBER 1979

N

10' ALLEY

MACALLISTER LANDS

OTHER ATWELL LANDS

MCLEA LANDS

SECOND ST.

N01°00'00"E
50.00'

S89°00'00"E
130.00'

N89°00'00"W
216.93'

N01°00'00"E
50.00'

RIVER VIEW AVE.
50.00'

0.307 AC. ±

S01°00'00"W
50.00'

S87°00'00"E
37.50'

MEAN HIGH WATER LINE

S02°36'38"W
5.11'

S01°32'33"E
44.89'

MEAN HIGH WATER LINE

CHESTER RIVER

○-IRON PIPE
○-POINT

PLAT OF A SURVEY
OF LANDS TO BE CLAIMED BY
WILLIAM L. ATWELL
LOVE POINT
FORTH DISTRICT, Q.A. CO., MD.

SURVEYED BY
WATSON AND SON
108 BROADWAY
CENTREVILLE, MD.

John Watson

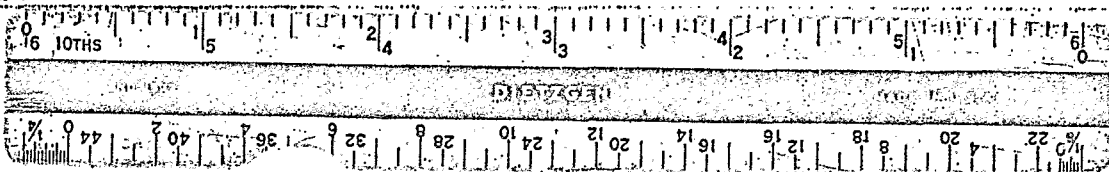
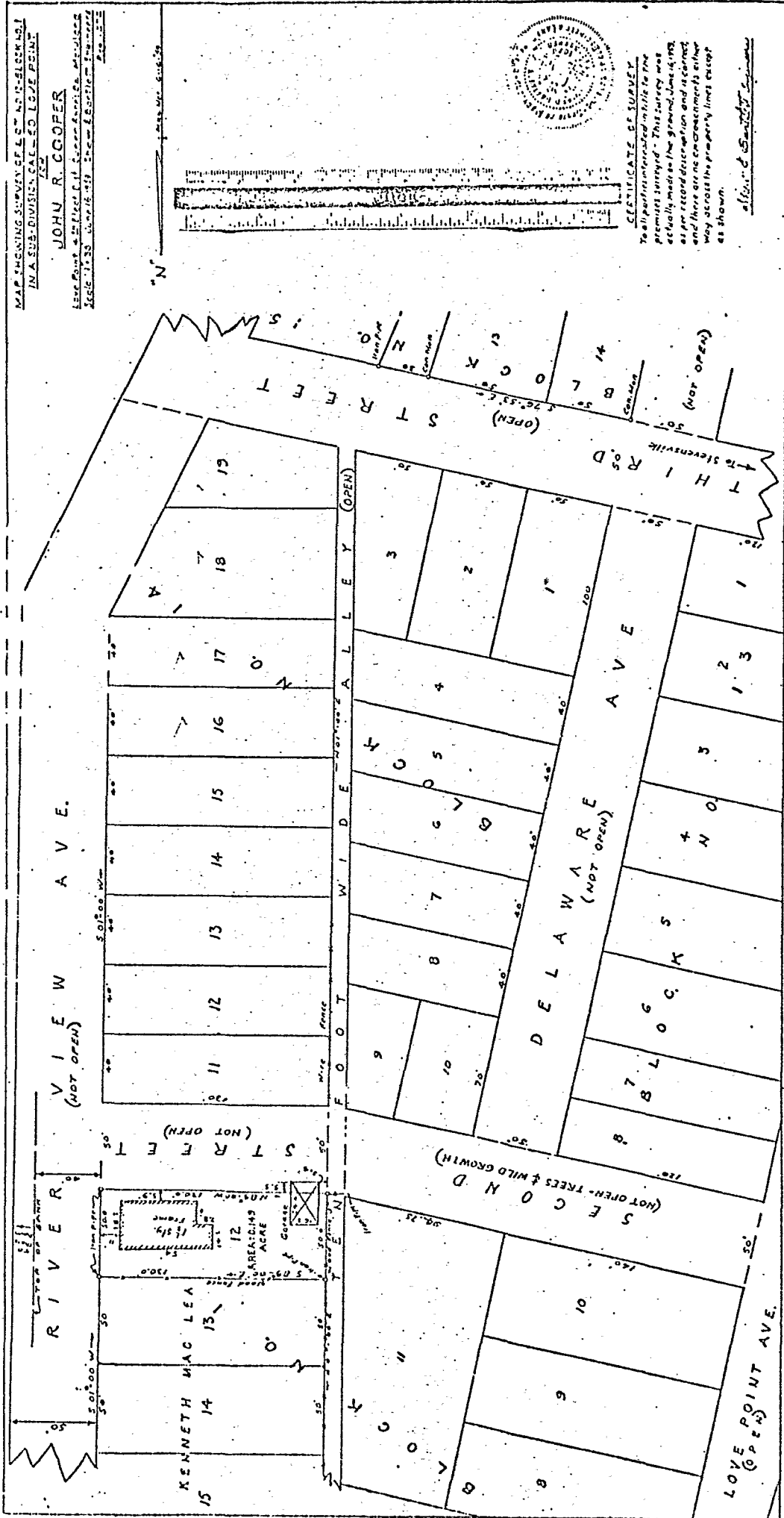


EXHIBIT NO. TWO
ATWELL



LIBER 12 PAGE 388

EXHIBIT NO. THREE

ATWELL

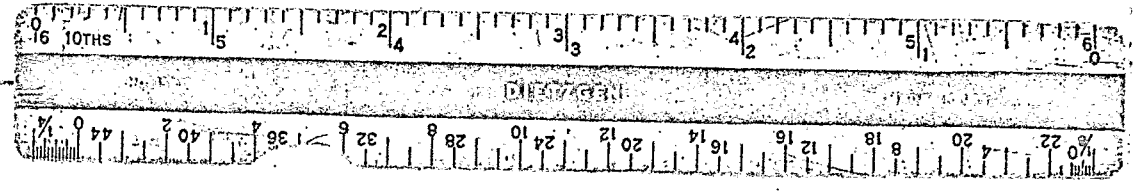
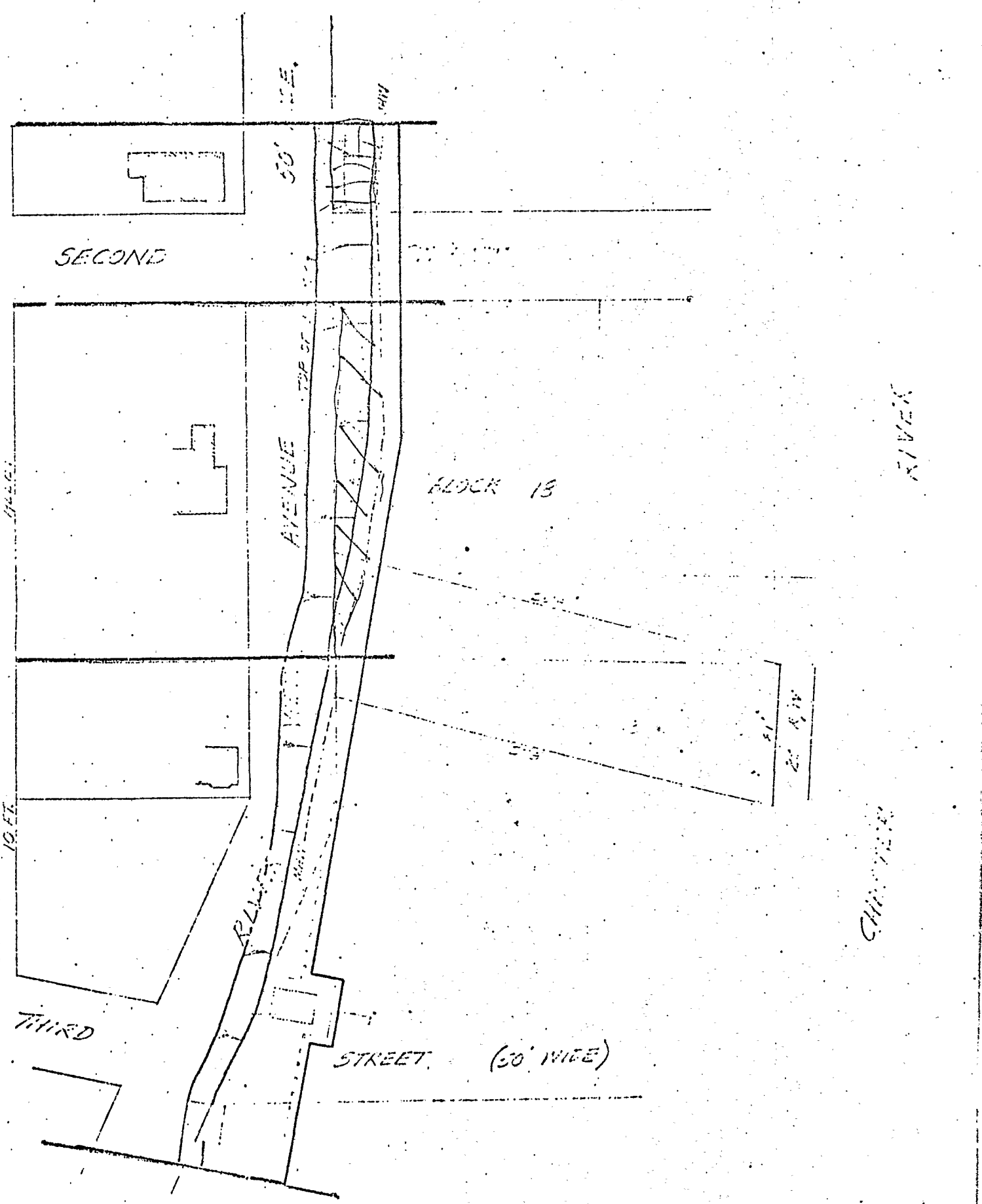


EXHIBIT NO. ONE
MACALLISTER

1" = 40'
OCTOBER 1979



10' ALLEY

MILLS
LANDS

OTHER LANDS OF
NIAL P. MACALLISTER

N 01° 00' 00" E 200.00'

RIVER VIEW AVE.

0.361 AC. ±

N 89° 00' 00" W
61.91'

S 89° 00' 00" E 86.93'

P.O. LOT 1 BLOCK 18

S 12° 45' 19" W 29.01'

S 13° 34' 21" W 53.66'

S 05° 27' 16" W 60.88'

S 02° 36' 38" W 58.65'

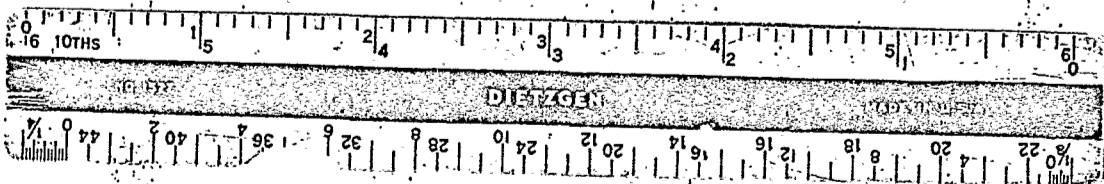
MEAN HIGH WATER LINE

CHESTER
RIVER

○ - IRON PIPE
● - POINT

PLAT OF A SURVEY
OF LANDS TO BE CLAIMED BY
NIAL P. MACALLISTER
LOVE POINT
FORTH DISTRICT, Q. A. CO., MD.

SURVEYED BY
WATSON AND SON
108 BROADWAY
CENTREVILLE, MD.

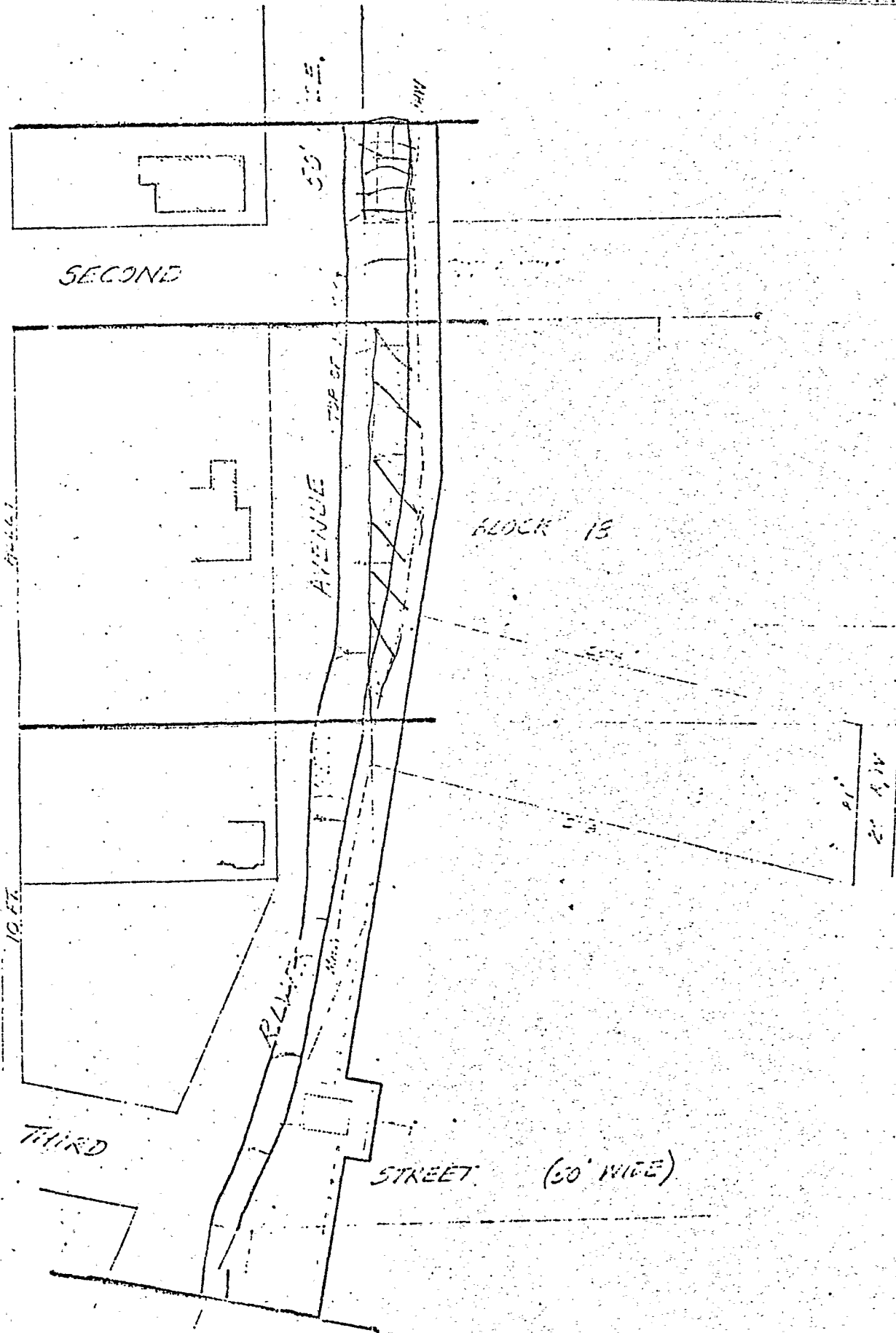
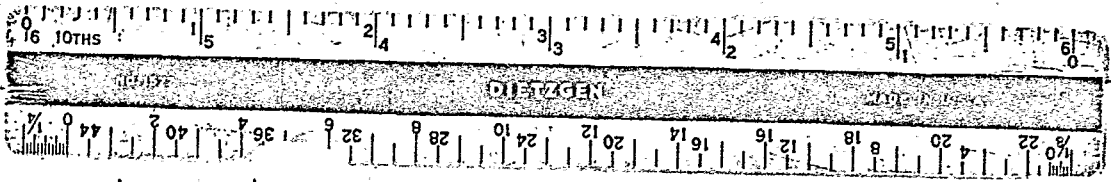


LEGAL DESCRIPTION

LANDS TO BE CLAIMED BY NIAL P.
MACALLISTER

BEGINNING AT A POINT ON THE WEST RIGHT OF WAY
LINE OF RIVER VIEW AVE. AND RUNNING WITH RIVER VIEW
AVE. $N 01^{\circ} 00' 00" E 200.00'$ TO AN IRON PIPE ON THE
SOUTH RIGHT OF WAY LINE OF SECOND ST., THENCE
 $S 89^{\circ} 00' 00" E 86.93'$ TO A POINT ON THE MEAN HIGH
WATER LINE OF THE CHESTER RIVER AND THENCE WITH
THE CHESTER RIVER $S 02^{\circ} 36' 38" W 58.65'$ TO A POINT,
THENCE $S 06^{\circ} 27' 16" W 60.88'$ TO A POINT, THENCE
 $S 13^{\circ} 34' 21" W 53.66'$ TO A POINT, THENCE $S 12^{\circ} 45' 19" W$
 $29.01'$ TO A POINT, THENCE LEAVING THE MEAN HIGH WATER
LINE $N 89^{\circ} 00' 00" W 61.91'$ TO A POINT ON THE WEST RIGHT
OF WAY LINE OF RIVER VIEW AVE., THE PLACE OF BEGINNING
CONTAINING 0.361 ACRES \pm AS SURVEYED BY WATSON
AND SON IN OCTOBER 1979.

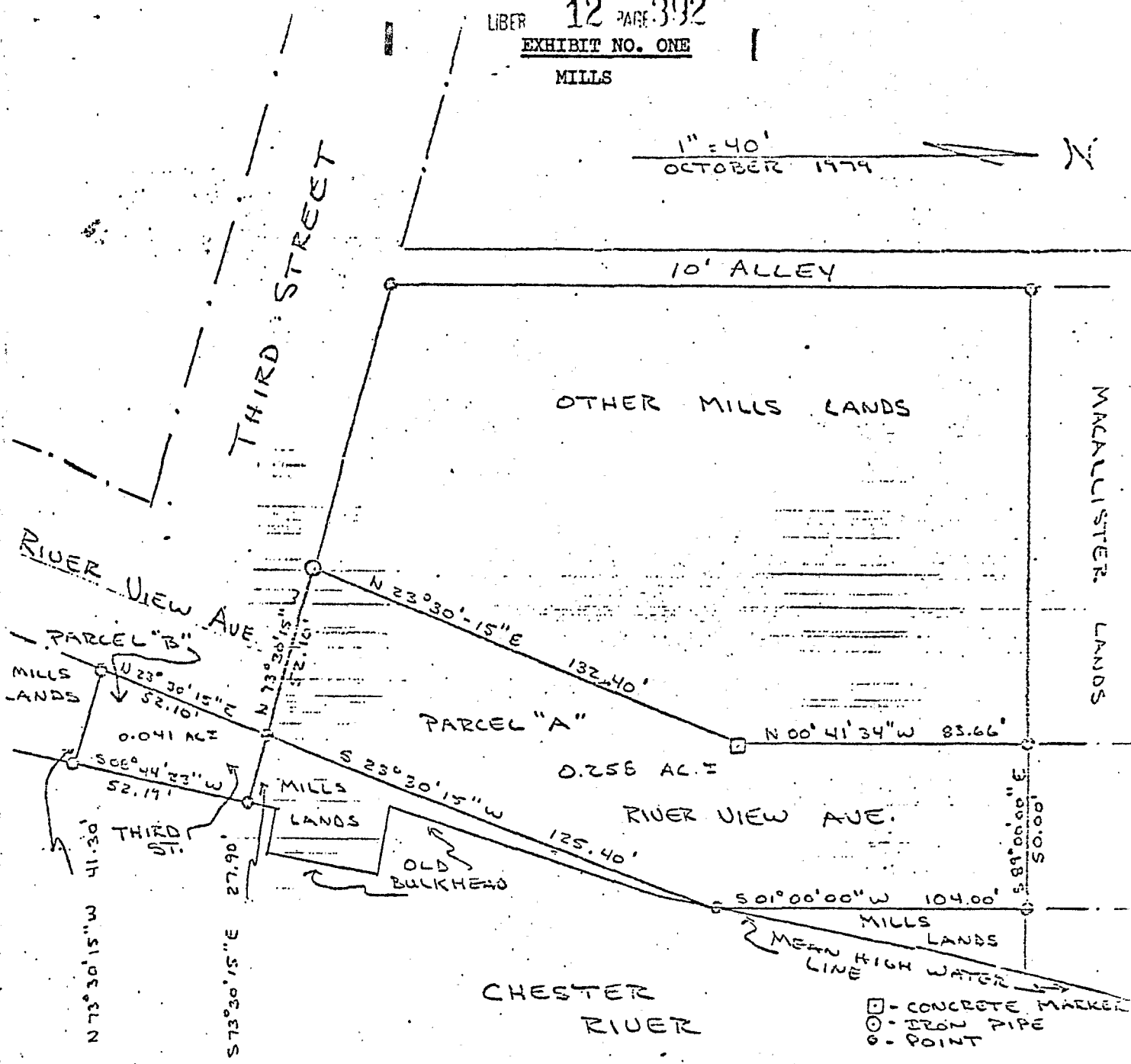
EXHIBIT NO. TWO
MACALLISTER



1875

CH...

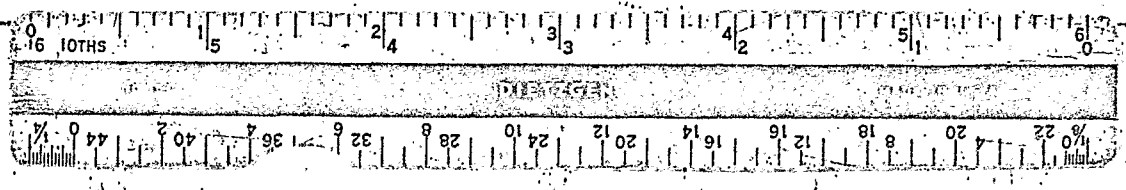
1" = 40'
 OCTOBER 1979



PLAT OF A SURVEY
 OF LANDS TO BE CLAIMED BY
 NAOMI. C. MILLS
 LOVE POINT
 FORTH DISTRICT, Q. A. CO., MD.

SURVEYED BY
 WATSON AND SDN
 108 BROADWAY
 CENTREVILLE, MO.

John Watson
 SURVEYOR



WATSON and SON
LAND SURVEYING
108 BROADWAY
CENTREVILLE, MARYLAND 21617
(301) 758 1612

LEGAL DESCRIPTION

LANDS TO BE CLAIMED BY NAOMI
MILLS

PARCEL "A"

BEGINNING AT AN IRON PIPE ON THE
NORTHERN RIGHT OF WAY LINE OF THIRD ST.
AND THENCE RUNNING WITH THE OLD RIGHT OF
WAY LINE OF RIVER VIEW AVE., N 23° 30' 15" E
132.40' TO A CONCRETE MONUMENT, THENCE
N 00° 41' 34" W — 83.66' TO A POINT; THENCE
S 89° 00' 00" E — 50.00' TO A POINT ON THE EAST
ERN RIGHT OF WAY LINE OF RIVER VIEW A.
THENCE S 01° 00' 00" W 104.00' TO A POINT, THE
S 23° 30' 15" W 125.40' TO A POINT ON THE
RIGHT OF WAY LINE OF BOTH THE NORTH S.
OF THIRD ST. AND THE EAST SIDE OF RIV
VIEW AVE., THENCE N 73° 30' 15" W 52.10' TO
PLACE OF BEGINNING. CONTAINING 0.258 AC.
±.

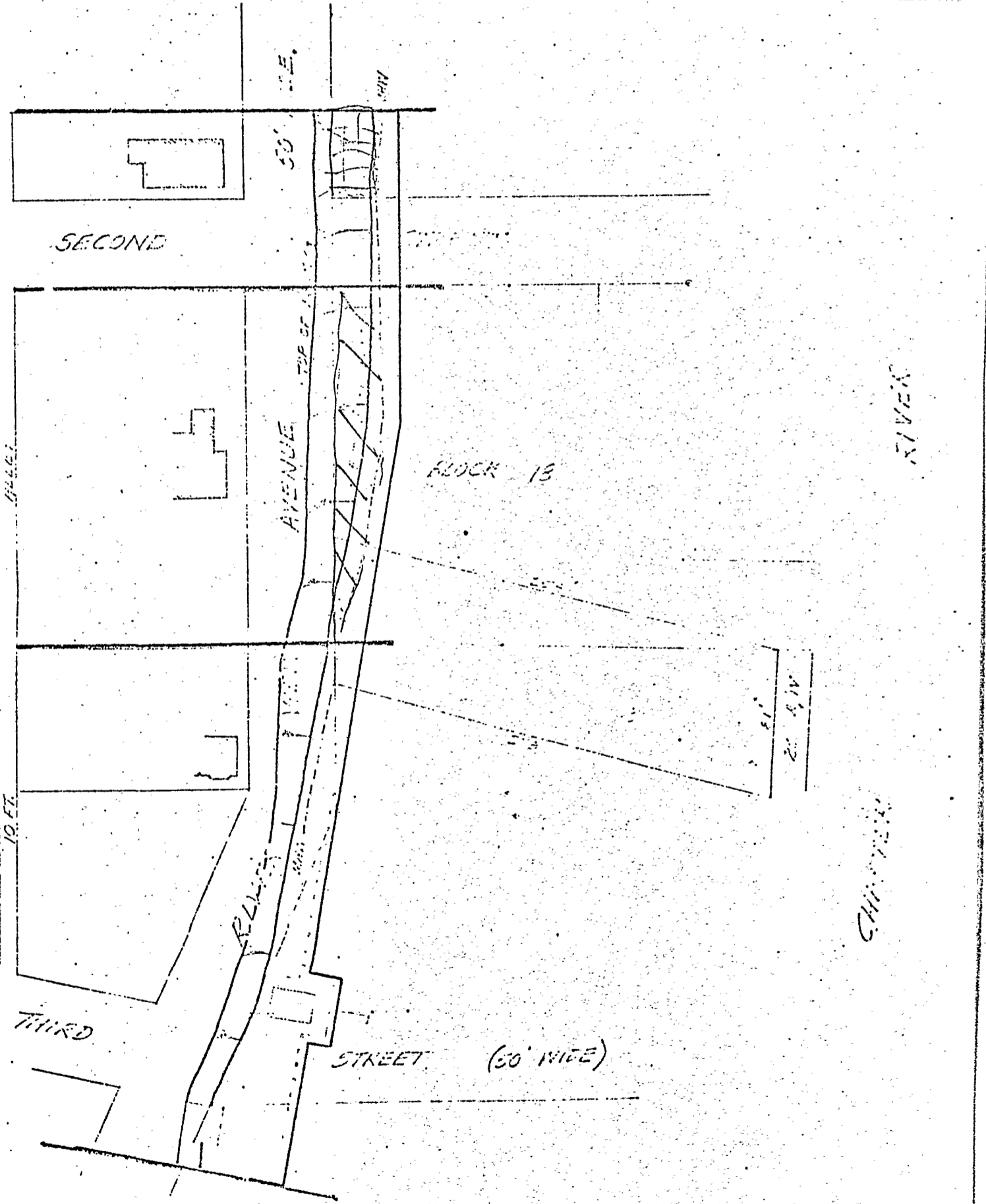
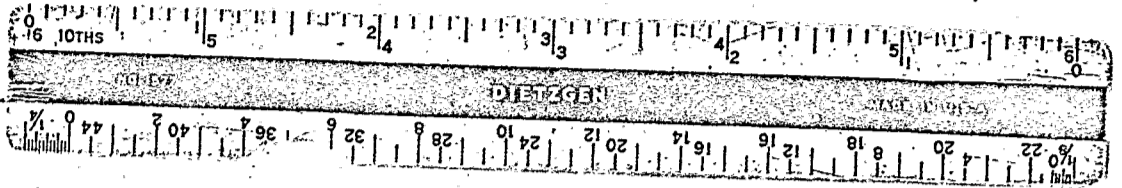
PARCEL "B"

BEGINNING AT A POINT ON THE NORTH S.
OF THE RIGHT OF WAY LINE OF THIRD ST. AN.

WATSON and SON
LAND SURVEYING
108 BROADWAY
CENTREVILLE MARYLAND 21617
(301) 758 1012

ALSO THE EAST RIGHT OF WAY LINE OF RIVER VIEW AVE. AND THENCE, S $73^{\circ}30'15''$ E 27.90' TO THE MEAN HIGH WATER LINE OF THE CHESTER RIVER AND THENCE WITH THE M.H.W.L. S $08^{\circ}44'23''$ W 52.19' TO A POINT, THE N $73^{\circ}30'15''$ W 41.30' TO A POINT ON THE EAST RIGHT OF WAY LINE OF RIVER VIEW AVE. AND THENCE, N $23^{\circ}30'15''$ E 52.10' TO THE PLACE OF BEGINNING. CONTAINING 0.041 ACRES \pm . AS SURVEYED BY WATSON & SON, OCTOBER 1979.

EXHIBIT NO. TWO
MILLS



NIALL P. MacALLISTER
AND
LAUREL MacALLISTER, HIS WIFE

IN THE CIRCUIT COURT
FOR

VS.

QUEEN ANNE'S COUNTY

THE LOVE POINT LAND AND
IMPROVEMENT COMPANY OF
CAROLINE COUNTY, INC., ETC.

IN EQUITY
NO. 6593

DECREE

The above cause standing ready for hearing and being submitted without argument, the Bill of Complaint, Decree Pro Confesso, Testimony and all other proceedings having been read and considered;

It is thereupon, this 23rd day of December, 1981, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of said Court, ADJUDGED, ORDERED and DECREED:

That Niall P. MacAllister and Laurel MacAllister, his wife, their heirs and assigns, have absolute ownership and a perfect right to the disposition of the real estate situate in Queen Anne's County mentioned in these proceedings, in the Bill of Complaint, as against The Love Point Land and Improvement Company of Caroline County, Inc., a Maryland Corporation which ceased to exist more than 50 years from this date, any successors in interest in the assets of said corporation, and to all other persons unknown claiming any, right, title, estate, lien or interest in the subject property of this Complaint and that The Love Point Land and Improvement Company of Caroline County, Inc. and any successors in interest in the assets of said Corporation, and to all other persons unknown claiming any right, title, estate, lien or interest in the subject property of this complaint are hereby enjoined and restrained from asserting any claim to the aforesaid real estate by any action at law, equity or otherwise.

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

Beginning at a point on the west right of way line of River View Avenue and running with River View Avenue N 01° 00' 00" E 200.00' to an iron pipe on the south right of way line of Second Street, thence S 89° 00' 00" E 86.93' to a point on the mean high water line of the Chester River and thence with the Chester River S 02° 36' 38" W 58.65' to a point, thence S 06° 27' 16" W 60.88' to a point, thence S 13° 34' 21" W 53.66' to a point, thence S 12° 45' 19" W 29.01' to a point, thence leaving the mean high water line N 89° 00' 00" W 61.91' to a point on the west right of way line of River View Avenue, the place of beginning containing 0.361 acres - as surveyed by Watson and Son in October 1979.

CLERK
1981 DEC 23 10:01 AM

Clayton C. Bula
JUDGE

WILLIAM L. ATWELL and
JOAN F. ATWELL, His Wife
Love Point
Stevensville, Maryland 21666

PLAINTIFF

Vs.

THE LOVE POINT LAND AND
IMPROVEMENT COMPANY OF CAROLINE
COUNTY, INC., a Maryland Corporation
which ceased to exist more than 50
years from this date, any successors
in interest in the assets of said
corporation, and to all other persons
unknown claiming any, right title,
estate, lien or interest in the real
property described in the Complaint
adverse to the Plaintiff's ownership
or any cloud upon Plaintiff's title
thereto

ADDRESS UNKNOWN:

DEFENDANTS

* * * * *

BILL OF COMPLAINT TO QUIET TITLE

The Bill of Complaint of WILLIAM L. ATWELL and JOAN F.
ATWELL, His Wife, by Bruce Ware, their Solicitor, respectfully
represents:

1. That these proceedings are filed under the Real
Property Article Sub-Section 14-108 of the Annotated Code of
Maryland (1974 Edition).

2. That WILLIAM L. ATWELL and JOAN F. ATWELL, His Wife,
are in actual possession of those lands located on Love Point,
Kent Island, Queen Anne's County, Maryland, described as:

Beginning at an iron pipe on the East side of a
10' alley and the South right of way line of Second
Street and thence N01°-00'00"E 50.00' to an iron
pipe at the corner of Atwell Lands and the North
right of way line of Second Street and thence with
said line S89°-00'-00"E 130.00' to an iron pipe at
the West right of way line of River View Avenue,
thence with River View Avenue N01°-00'-00"E 50.00'
to an iron pipe, thence S89°-00'-00"E 50.00' to a
point on the East right of way line of River View
Avenue, thence with said line S01°-00'-00"W 50.00'
to a point and the North side of Second Street
thence with Second Street S89°-00'-00"E 37.50' to the
Mean High Water Line of the Chester River;

*
*
* IN THE CIRCUIT COURT
*
* FOR
* QUEEN ANNE'S COUNTY
*
* IN EQUITY
*
* CHANCERY NO. 6592

200 FEB - 8 AM 11:00
QUEEN ANNE'S COUNTY

FEB - 8 - 80 * 28075 *****50.00
FEB - 8 - 80 A 228075 *****50.00

thence with the Chester River S01°-32'-33"W 44.89' to a point, thence S02°-36'-38"W 5.11' to a point and the South Side of Second Street, thence leaving the Chester River and running along the South side of Second Street N89°-00'00"W 216.93' to the place of beginning, passing over an iron pipe at 86.93' containing 0.307 acres +

which is set forth in a survey made in October, 1979, by Watson and Son, registered land surveyors, a copy of which is attached hereto and made a part hereof.

3. That that parcel designated "Other Atwell Lands" on said survey was deeded to your orators by deed dated 1969, and recorded among the land records of Queen Anne's County at Liber CWC No. 43, Folio 65 from Robert and P. Grace.

4. That the claimed land as described above and set forth in the attached survey were originally a part and parcel of the lands owned by the Love Point Land and Improvement Company of Caroline County as set forth in a Plat entitled "Map-Love Point Land and Improvement Company--B. Frank Wagman, Esq." and recorded among the land records of Queen Anne's County in Liber SS No. 7, Folio 590.

5. That the Love Point Land and Improvement Company of Caroline County ceased to exist on or about 1921 and a search of the records has failed to disclose any successor's in interest.

6. That the claimed lands were offered to other lot owners but not to the county as roads by way of a plat entitled "Map--Love Point Land and Improvement Company--B. Frank Wagman, Esq." and recorded among the land records of Queen Anne's County in Liber SS No. 7, Folio 590, as set forth above; however, other lot owners have neither accepted nor improved the parcels claimed herein.

7. That your orators have by themselves and their predecessors in title, been in actual, exclusive and adverse possession of the above described property continuously for more than 20 years prior to their action claiming to own the same in fee against the whole world and have paid all taxes of every kind levied or assessed against the property.

8. That significant erosion has occurred which has removed any purpose for which the road beds were intended and as set forth in the attached survey, portions of the roads themselves.

9. That eminent harm will occur to the deeded land and structures thereon should title not pass by order hereunder to the orators presently in possession.

WHEREFORE, your Complainants pray:

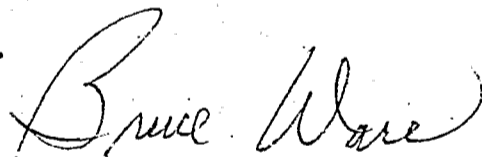
1. That this Honorable Court pass a final order declaring that the title of the Complainants, WILLIAM L. ATWELL and JOAN F. ATWELL, His Wife, to their respective real estate has been

established to the exclusion of all other persons and parties, and that said parties are the full and absolute owners of said land with the perfect right to absolute disposition of the same as against the Defendant's in this suit.

2. That an order be made for publication of notice requiring all persons, claiming any interest in the real estate of the Complainant's above described, appear before this Court, at a time and place to be therein specified, to show cause, if any they have, why they should not be forever barred from asserting or maintaining any action or proceeding for the recovery of said real property, and as may be necessary thereafter that this Honorable Court will grant a permanent injunction against the assertion by any and all of the said Defendants in this cause action and claim to said property by action at law or in equity or otherwise.

3. And for such other and further relief as the Complainants cause may require.

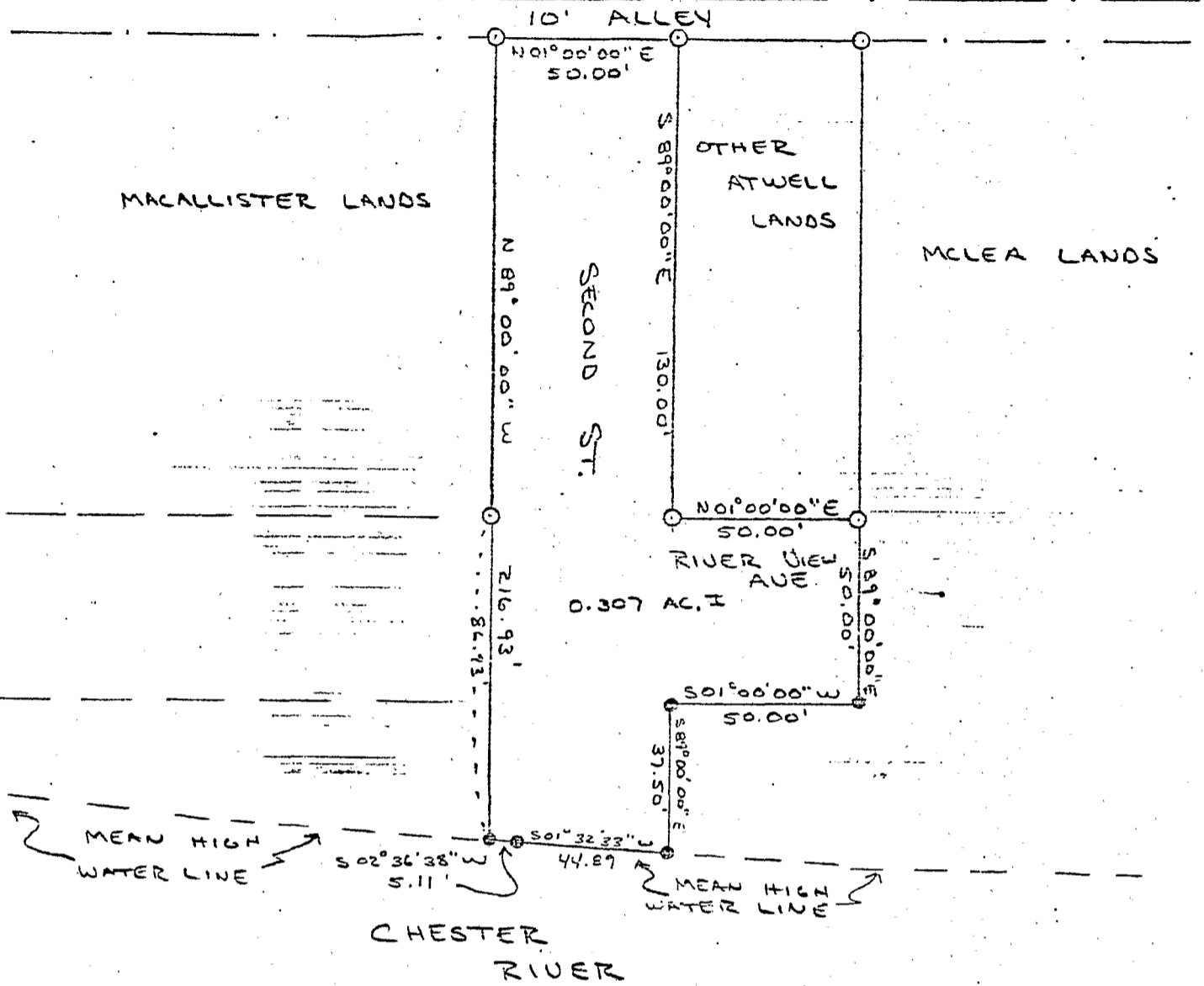
AND AS IN DUTY BOUND, ETC.



Bruce Ware
P. O. Box 380
Chester, Maryland 21619
643-5976
Attorney for Plaintiff

1" = 40'
OCTOBER 1979

N

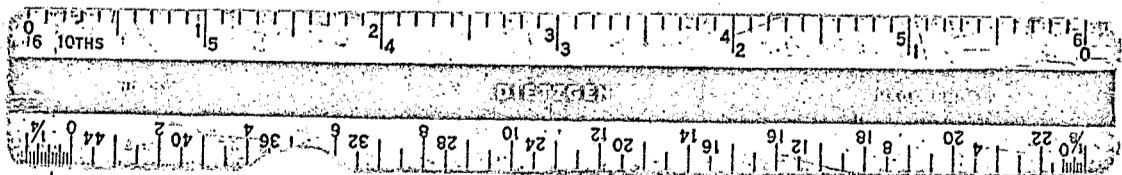


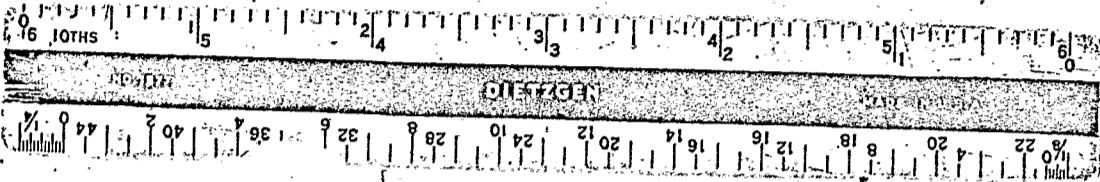
○ - IRON PIPE
● - POINT

PLAT OF A SURVEY
OF LANDS TO BE CLAIMED BY
WILLIAM L. ATWELL
LOVE POINT
FORTH DISTRICT, Q.A. Co, MD.

SURVEYED BY
WATSON AND SON
108 BROADWAY
CENTREVILLE, MD.

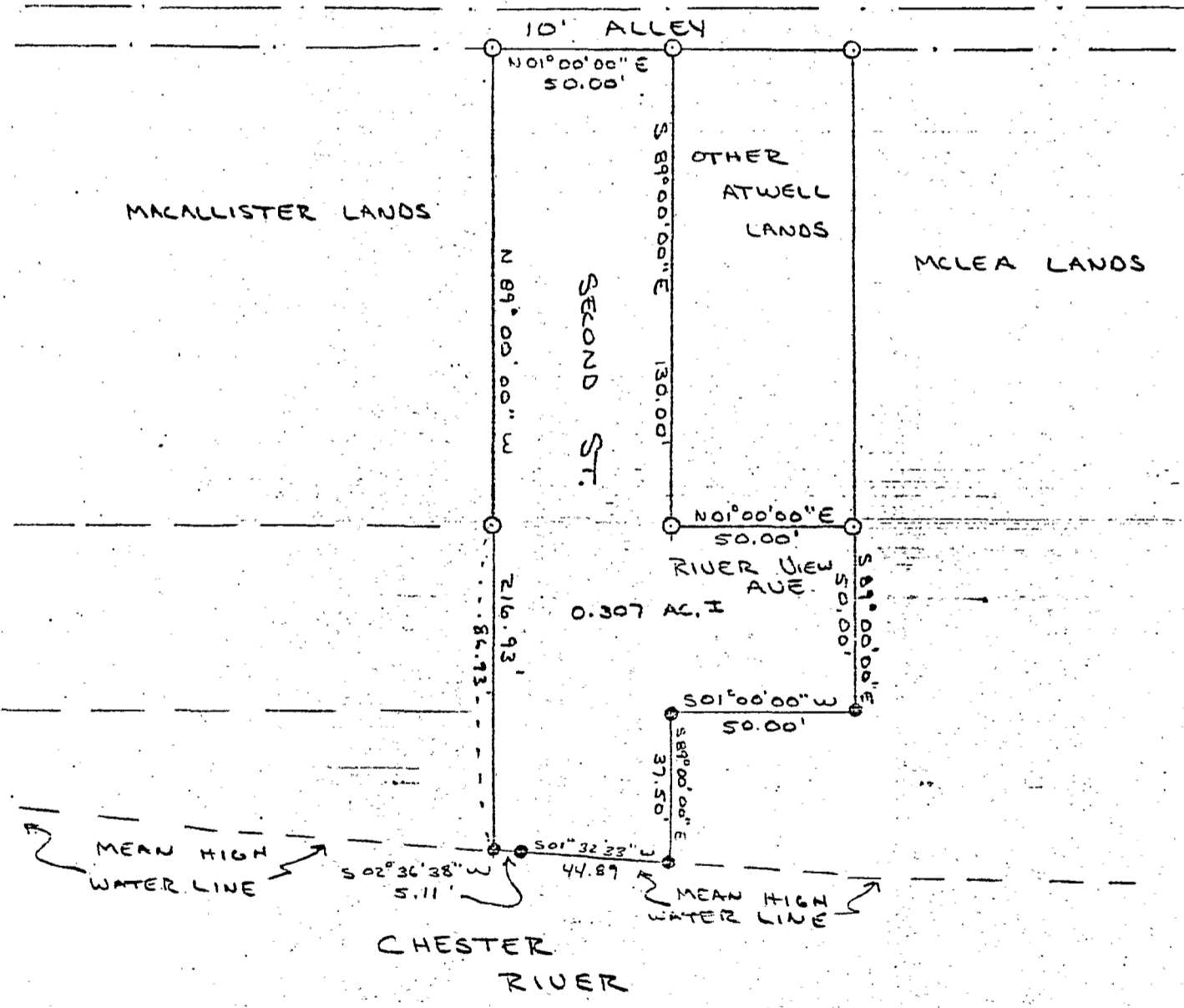
John Watson
WATSON AND SON
SURVEYORS
CENTREVILLE, MD.





1" = 40'
OCTOBER 1979

N



PLAT OF A SURVEY
 OF LANDS TO BE CLAIMED BY
 WILLIAM L. ATWELL
 LOVE POINT
 FORTH DISTRICT, Q.A. Co, MD.

SURVEYED BY
 WATSON AND SON
 108 BROADWAY
 CENTREVILLE, MD.

John Watson

WATSON and SON
LAND SURVEYING
108 BROADWAY
CENTREVILLE, MARYLAND 21617
(301) 758-1612

LEGAL DESCRIPTION

LANDS TO BE CLAIMED BY WILLIAM
L. ATWELL

BEGINNING AT AN IRON PIPE ON THE EAST
SIDE OF A 10' ALLEY AND THE SOUTH RIGHT
OF WAY LINE OF SECOND ST. AND THENCE
N 01° 00' 00" E 50.00' TO AN IRON PIPE AT
THE CORNER OF ATWELL LANDS AND THE NORTH
RIGHT OF WAY LINE OF SECOND ST. AND THENCE
WITH SAID LINE S 89° 00' 00" E 130.00' TO
AN IRON PIPE AT THE WEST RIGHT OF WAY LINE
OF RIVER VIEW AVE., THENCE WITH RIVER VIEW
AVE. N 01° 00' 00" E 50.00' TO AN IRON PIPE.
THENCE S 89° 00' 00" E 50.00' TO A POINT ON
THE EAST RIGHT OF WAY LINE OF RIVER VIEW
AVE. THENCE WITH SAID LINE S 01° 00' 00" W
50.00' TO A POINT AND THE NORTH SIDE OF
SECOND ST. THENCE WITH SECOND ST. S 89° 00'
00" E 37.50' TO THE MEAN HIGH WATER
LINE OF THE CHESTER RIVER; THENCE WITH

WATSON and SON
LAND SURVEYING
108 BROADWAY
CENTREVILLE, MARYLAND 21617
(301) 758 1612

THE CHESTER RIVER S 01° 32' 33" W 44.89'
TO A POINT, THENCE S 02° 36' 38" W 5.11'
TO A POINT AND THE SOUTH SIDE OF SECOND
ST., THENCE LEAVING THE CHESTER RIVER
AND RUNNING ALONG THE SOUTH SIDE OF
SECOND ST. N 89° 00' 00" W 216.93' TO THE
PLACE OF BEGINNING, PASSING OVER AN IRON
PIPE AT 86.93'. CONTAINING 0.307 ACRES ± AS
SURVEYED BY WATSON & SON IN OCTOBER, 1979.

WILLIAM L. ATWELL and
JOAN F. ATWELL, His Wife
Love Point
Stevensville, Maryland 21666

PLAINTIFF

Vs.

THE LOVE POINT LAND AND IMPROVEMENT
COMPANY OF CAROLINE COUNTY, INC., a
Maryland Corporation which ceased to
exist more than 50 years from this
date, any successors in interest in the
assets of said corporation, and to all
other persons unknown claiming any,
right title, estate, lien or interest
in the real property described in the
Complaint adverse to the Plaintiff's
ownership or any cloud upon Plaintiff's
title thereto

ADDRESSES UNKNOWN:

DEFENDANTS

* * * * *

AFFIDAVIT IN SUPPORT OF SERVICE OF PROCESS BY
ORDER OF PUBLICATION

I HEREBY CERTIFY that on this 4th day of February, 1980,
before the Subscriber, a Notary Public of the State of Maryland,
in and for Queen Anne's County, personally appeared WILLIAM L.
ATWELL and JOAN F. ATWELL, His Wife, and made oath, in due form
of law, as follows:

That on several occasions in 1979, Plaintiffs attempted to
ascertain the whereabouts of the Love Point Land and Improvement
Company of Caroline County, Inc., and any successors in interest
of said Corporation by making inquiries to the Clerk of Court of
Caroline County and Queen Anne's County and also by making inquir-
ies to the State Department of Assessments and Taxation about the
whereabouts of the abovementioned Corporation and successors in
interests, if any; and that after making such inquiries the
Plaintiffs were unable to locate the Defendants.

Affidavit avers that they are competent to be witnesses
and have personal knowledge of the facts herein stated.

AS WITNESS my hand and Notarial Seal.

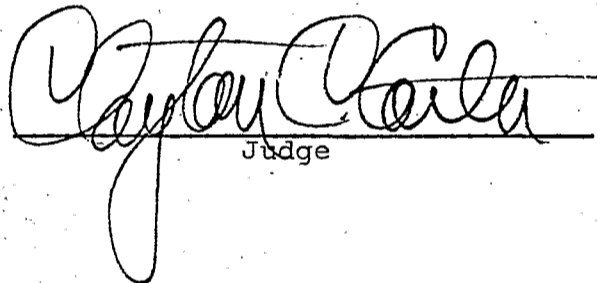


Della Gregory
Notary Public
My Commission Expires SEPTEMBER GREGORY
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1982

ORDER OF COURT

ORDERED this 11th day of February, 1980, by the Circuit Court for Queen Anne's County, Sitting in Equity, that the Clerk of this Court issue an Order of Publication against all Defendants, pursuant to Md. Rule 111.

AND IT IS FURTHER ORDERED that the Sheriff of Queen Anne's County shall set up a copy of the Order of Publication upon the land described in the Bill of Complaint within 5 feet of the western boundary line and facing west. Proof of the fact and date of posting shall be by certificate of the Sheriff filed in this proceeding.


Judge

WILLIAM L. ATWELL and
JOAN F. ATWELL, His Wife
Love Point
Stevensville, Maryland 21666

PLAINTIFF

Vs.

THE LOVE POINT LAND AND
IMPROVEMENT COMPANY OF CAROLINE
COUNTY, INC., a Maryland Corporation
which ceased to exist more than 50
years from this date, any successors
in interest in the assets of said
corporation, and to all other persons
unknown claiming any, right title,
estate, lien or interest in the real
property described in the Complaint
adverse to the Plaintiff's ownership
or any cloud upon Plaintiff's title
thereto

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 herein-
after particularly described with the perfect right of absolute
disposition of the same and for an absolute and permanent injunc-
tion against any of the Defendants claiming any interest in said
land.

THE BILL OF COMPLAINT STATES:

1. That these proceedings are filed under the Real
Property Article Sub-Section 14-108 of the Annotated Code of
Maryland (1974 Edition).

2. That WILLIAM L. ATWELL and JOAN F. ATWELL, His Wife,
are in actual possession of those lands located on Love Point,
Kent Island, Queen Anne's County, Maryland, described as:

Beginning at an iron pipe on the East side of a
10' alley and the South right of way line of Second
Street and thence N01°-00'-00"E 50.00' to an iron
pipe at the corner of Atwell lands and the North

*
*
* IN THE CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY
* IN EQUITY
* CHANCERY NO. 6592

right of way line of Second Street and thence with said line S89°-00'-00"E 130.00' to an iron pipe at the West right of way line of River View Avenue, thence with River View Avenue N01°-00'-00"E 50.00' to an iron pipe, thence S89°-00'-00"E 50.00' to a point on the East right of way line of River View Avenue, thence with said line S01°-00'-00"W 50.00' to a point and the North side of Second Street thence with Second Street S89°-00'-00"E 37.50' to the Mean High Water Line of the Chester River; thence with the Chester River S01°-32'-33"W 44.89' to a point, thence S02°-36'-38"W 5.11' to a point and the South Side of Second Street, then leaving the Chester River and running along the South Side of Second Street N89°-00'-00"W 216.93' to the place of beginning, passing over an iron pipe at 86.93' containing 0.307 acres +

which is set forth in a survey made in October, 1979, by Watson and Son, registered land surveyors, a copy of which is attached hereto and made a part hereof.

3. That that parcel designated "Other Atwell Lands" on said survey was deeded to your orators by deed dated 1969, and recorded among the land records of Queen Anne's County at Liber CWC No. 43, Folio 65 from Robert and P. Grace.

4. That the claimed land as described above and set forth in the attached survey were originally a part and parcel of the lands owned by the Love Point Land and Improvement Company of Caroline County as set forth in a Plat entitled "Map--Love Point Land and Improvement Company--B. Frank Wagman, Esq." and recorded among the land records of Queen Anne's County in Liber SS No. 7, Folio 590.

5. That the Love Point Land and Improvement Company of Caroline County ceased to exist on or about 1921 and a search of the records has failed to disclose any successor's in interest.

6. That the claimed lands were offered to other lot owners but not to the county as roads by way of a plat entitled "Map--Love Point Land and Improvement Company--B. Frank Wagman, Esq." and recorded among the land records of Queen Anne's County in Liber SS No. 7, Folio 590, as set forth above; however, other lot owners have neither accepted nor improved the parcels claimed herein.

7. That your orators have by themselves and their predecessors in title, been in actual, exclusive and adverse possession of the above described property continuously for more than 20 years prior to their action claiming to own the same in fee against the whole world and have paid all taxes of every kind levied or assessed against the property.

8. That significant erosion has occurred which has removed any purpose for which the road beds were intended and as set forth in the attached survey, portions of the roads themselves.

9. That eminent harm will occur to the deeded land and structures thereon should title not pass by order hereunder to the orators presently in possession.

IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County, Sitting in Equity, this 11th day of February, 1980, that the Defendants, whose addresses are unknown, are hereby notified that Plaintiffs, William L. Atwell and Joan F. Atwell, have filed the above entitled action to quiet title to the lands herein described, naming the above Defendants, whose addresses are unknown.

THE ABOVE NAMED DEFENDANTS, WHOSE ADDRESSES ARE UNKNOWN, ARE HEREBY WARNED THAT FAILURE TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE April 18, 1980 MAY RESULT IN THE CASE PROCEEDING AGAINST THEM BY DEFAULT.

Marguerite W. Mankin
MARGUERITE W. MANKIN
CLERK

Filed February 11, 1980

WILLIAM L. ATWELL
and
JOAN F. ATWELL

VS.

THE LOVE POINT LAND
AND IMPROVEMENT COMPANY
OF CAROLINE COUNTY, INC., Etc.

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

CHANCERY NO. 6592

AFFIDAVIT OF POSTING

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

I Jerome C. Lowery, Deputy Sheriff of
Queen Anne's County, make oath that on the 14th day of
February, 1980, I posted a copy of the Order of Publication
in the above entitled case upon the land described in the
Bill of Complaint

Jerome C. Lowery
Deputy Sheriff

SUBSCRIBED and sworn to this 19th day of
February, 1980.



David Westberry
Notary Public

DAVID WESTBERRY
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1982

FILED IN PA 200
QUEEN ANNE'S COUNTY

WILLIAM L. ATWELL	*	
and	*	IN THE CIRCUIT COURT
JOAN F. ATWELL	*	FOR
	*	QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
THE LOVE POINT LAND AND	*	CHANCERY NO. <u>6592</u>
IMPROVEMENT COMPANY OF	*	
CAROLINE, INC., ETC.	*	
* * * * *	*	

PETITION FOR DECREE PRO CONFESSO

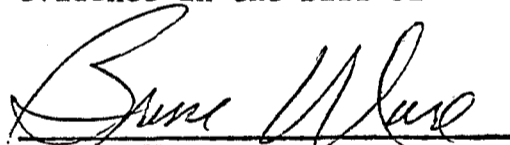
NOW COMES the complaintants by their attorney, Bruce Ware, and petition this Honorable Court for a Decree Pro Confesso and in support thereof say:

1. That the Bill of Complaint was duly filed.
2. That the notice to the parties was properly posted.
3. That no answer has been received and that no other parties whose whereabouts are unknown have alleged any rights herein.
4. That the time allowed for answers has passed.

TO THE END WHEREFOR, the complaintants pray:

a. That a decree pro confesso may be granted against the respondents.

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



Bruce Ware
PO Box 380
Chester, Maryland 21619
643-5976
Attorney for Complaintants

CLERK
1991 JUL 12 AM 9:12
QUEEN ANNE'S COUNTY

WILLIAM L. ATWELL
and
JOAN F. ATWELL

VS.

THE LOVE POINT LAND AND
IMPROVEMENT COMPANY OF CAROLINE,
INC., ETC.

* IN THE CIRCUIT COURT

* FOR

* QUEEN ANNE'S COUNTY

* IN EQUITY

* CHANCERY NO. 6592

* * * * *

DECREE PRO CONFESSO

The Bill to Quiet Title of Complainants having been filed,
with posting having been made on the subject property and no
answer having been subsequently filed thereto by Respondents,
although the time therefore has expired, it is this 16th day of
June, 1981, by the Circuit Court for Queen Anne's
County, in EQUITY,

ORDERED that the Bill to Quiet Title of the Complainants, is
taken Pro Confesso against the Respondents, and the papers are
referred to an Examiner to take testimony to support the allegations
of the Bill.

CLERK
1981 JUN 16 AM 10:19
QUEEN ANNE'S COUNTY

Wayton C. Carter
JUDGE

WILLIAM L. ATWELL	:	IN THE CIRCUIT COURT
And	:	
JOAN S. ATWELL	:	FOR QUEEN ANNE'S COUNTY
VS.	:	EQUITY NO. <u>6592</u>
THE LOVE POINT LAND AND	:	
IMPROVEMENT COMPANY OF	:	
CAROLINE COUNTY, INC., ETC.	:	
:	:	
:	:	
:	:	
:	:	
:	:	
:	:	

TESTIMONY

The above cause being at issue and notice having been given me by the Solicitor for the Plaintiff's of a desire to take testimony in the same, I, Edward Turner, Standing Examiner of said Court, assigned Tuesday, August 11, 1981 at 3:30 p.m., at the office of Edward Turner, 109 Lawyers Row, Centreville, Maryland, Queen Anne's County, as the time and place for the examination of witnesses in said cause, due notice having been given which mentioned time and place I attended and proceeded in the presence of the Solicitor for the Plaintiff's to take the following depositions:

RECEIVED
 CLERK, CIRCUIT COURT
 1981 SEP 29 PM 3:12
 QUEEN ANNE'S COUNTY

WILLIAM L. ATWELL, the Plaintiff, having been duly sworn, was examined and testified as follows:

Questions by the Examiner:

Q. Please state your name and address?

A. William L. Atwell, Rt. 3, Box 234, Stevensville, Md..

Questions by Mr. Ware:

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

A. William L. Atwell, Rt. 3, Box 234, Stevensville, Maryland 21666.

Q. Are you married?

A. Yes.

Q. To whom?

A. Joan Atwell.

Q. Where is your physical address?

A. Love Point.

Q. I will show you a document which is a survey by Watson and Son it is part of the Court record and has Mr. Watson's seal on it, and ask if you can identify it?

A. The survey is a survey of my existing title lands and the fifty foot road that was alongside of my property running to the Chester River on the east side and to a ten foot alley way on the west side.

Q. Now you do own that property adjoining this which is titled other Atwell lands?

A. Yes, right.

Q. Do you own that with your wife as tenants by the entireties?

A. Yes.

Q. In regard to this land which is labeled second street and Riverview Avenue, can you describe that land as far as it's physical characteristics?

A. There are large trees on the land, probably three or four trees which are in that fifty foot space alongside my house and on that roadway. It has been used as a lawn and for my own use since 1969.

Q. Who was it that owned the property before you?

A. Robert Grace.

Q. How long did they live there?

A. I don't know, I think just a few years.

Q. Prior to them was it John and Alice Copper?

A. Yes.

Q. I'd like to show you what is now Exhibit Two in this matter and ask if this is infact your property?

A. Yes it is.

EXHIBIT TWO: Mr. Ware then offered into evidence this copy and asked that it be marked Exhibit No. 2 to this testimony.

Q. Now this survey shows a garage which extends out into second street, is that correct?

A. Yes it is still there.

Q. Also in regard to that garage are there not other improvements?

A. Yes I put a macadam road that runs across that fifty foot road, second street.

Q. And you paid to put that in?

A. Yes.

Q. Was there prior to your putting the macadam and turnaround there were other vehicles using that particular lane?

A. Yes just the owners, no public use at all.

Q. Is it not so that your septic system is located out into second street?

A. Yes.

Q. This area which we have identified as Second Street, do you maintain that property?

A. Yes I do.

- Q. And by maintaining it, do you mean you cut the grass and have a small fence around it?
- A. Yes but no fence just schrubbery.
- Q. Do you allow people to go across that property down to the water?
- A. No.
- Q. Does anyone use that property?
- A. No.
- Q. Then from your point of view that is your property?
- A. Yes.
- Q. And you would allow people to walk on this if they would need to just as you would the rest of your property?
- A. Yes.
- Q. I would ask you to look at this part Riverview Avenue and ask you to describe what is Riverview Avenue?
- A. Riverview Avenue is an area that I maintain. I cut the grass. I plant schrubs on it, there is a sidewalk that runs on the west side of Riverview Avenue across my property.
- Q. And that sidewalk was placed there by a former owner?
- A. Yes.
- Q. What is the condition of the land on the far side of Riverview Avenue?
- A. It has schrubs and a few trees.
- Q. Is there a cliffway there?
- A. Yes it is a Bluff.
- Q. This is a survey done by the Natural Resources people is it not?
- A. Yes.

EXHIBIT THREE: Mr. Ware then offered into evidence this copy and asked that it be marked Exhibit No. 3 to this testimony.

Q. On this particular plat it shows the location of the cliffbank, now that location, is it true?

A. Yes but with some erosion.

Q. Does that cliffbank exist approxiamtely in the middle of Riverview Avenue?

A. More like one third.

Q. It would not be possible to traverse what is know as Riverview Avenue?

A. No you would have to have a tank.

Q. Are there concrete blocks there?

A. Yes, they were placed there by a prior owner, and again I maintain them.

Q. And that is to prevent further damage to your property?

A. Yes and to give me access to the water.

Q. That particular part that you are trying to protect you are treating that as your own property?

A. Correct.

Q. And the prior owners who placed the concrete blocoks treated the property the same, according to what they told you?

A. To the best of my knowledge yes.

Q. Now I direct your attention to the adjoining properties, the MacAllister properties and the Mills properties and ask if you are aware whether the MacAllister's and the Mill's also treat the Riverview avenue as their own?

A. Yes they do.

Q. Do they cut the grass and take care of it?

A. Yes they do.

Q. Do they make attempts to keep the erosion from continuing?

A. Yes.

Q. And what money is spent is spent by them?

A. Yes.

Q. Do they also not allow the public access to the road except for those occasional trespassers?

A. I am sure that is true.

Q. Is there anything else about the existing situation aside from the fact that there is a garage and other improvements, scrubbery and the septic system which exists in that land that you wish to tell?

A. I did macadam where my garage is, the garage is four feet over into the road but I have also macadamed across that fifty foot space, and have used that since 1975 or 1976.

Q. The alleyway that exists which is the ten foot alleyway shown in all of these exhibits, that alleyway is privately maintained by the owners that are adjacent to the alleyway?

A. No in recent years the county has taken it over sometimes. Some winters they remember us some winters they don't. But they agreed to maintain that road.

Q. Now, this particular lane is the only access to the homes that go along there?

A. Correct.

Q. Now is there anything else that you feel should be a part of the record?

A. This alleyway is used by adjoining owners and right to the end of that alleyway which would face the Bay side the same story is true it is only used by adjoining owners.

Q. So the general public does not use your land for access to the beach?

A. No.

Q. And because of the bluff it would be physically impossible for the general public to drive down to the beach?

A. Yes, correct.

Q. And there is a necessity to protect your land?

A. Yes very definitely.

Q. And that necessity has existed for a number of years?

A. Yes and more so in recent years.

Q. Not only yourself but all prior property owners have attempted to control the erosion on that property?

A. Yes, there is a bulkhead that is dated 1952, I believe it was put in by Dr. Lamel.

Q. Dr. Lamel was a prior property owner?

A. Yes and he put the bulkhead in.

Q. So the prior property owners are Dr. Lamel, John and Alice Copper, Robert and Petie Grace?

A. Yes.

Q. I have no further questions.

Questions by the Examiner:

Q. Please state your name and address?

A. Laurel Anne MacAllister, Rt. 3, Stevensville, Md.

QUESTIONS BY MR. WARE:

Q. Would you state your name and your address for the record?

A. Laurel Anne MacAllister, Rt. 3, Stevensville, Maryland, 21666.

Q. Who is your husband?

A. Niall Patrick MacAllister.

Q. Do you own property out on Love Point?

A. Yes we do.

Q. And that property is subject to the suit Chancery 6593?

A. Yes.

Q. Do you and your husband own that property as tenants by the entirety?

A. Yes we do.

Q. And that property is described as shown on what I would call Exhibit One in your matter which is a survey dated 1959 by Watson and Son?

A. Yes.

EXHIBIT NO. ONE: Mr. Ware then offered into evidence this copy and asked that it be marked Exhibit No. One to this testimony.

Q. And that is where your house is located?

A. Yes.

Q. Now this piece of land here which we have shown "Riverview Avenue" this land is immediately adjacent to your property?

A. Yes it is.

Q. Can you describe this land?

A. We have two big trees and there are two benches and there is a fence there.

Q. The fence and all of these improvements were placed there by yourselves and prior property owners?

A. Yes.

Q. How do you maintain this property?

A. We mowe it.

Q. Has this been done by prior property owners?

A. Yes as far as I know.

Q. Is there a bluff that exists out there to the front of you?

A. Yes.

Q. And it is the same type of bluff as described by Mr. Atwell prior to this?

A. Yes.

Q. About twenty five feet high?

A. Yes.

Q. Do you deny access of this area to the general public?

A. The general public does not use it.

Q. Do you consider this land your land?

A. Yes.

Q. Now Riverview Avenue itself is infact partially eroded away, is it not?

A. Yes.

Q. Here is a survey done by the Natural Resources people and I ask if your land is shown on this?

A. Yes.

EXHIBIT NO. TWO: Mr. Ware then offered into evidence this copy and asked that it be marked Exhibit No. Two to this testimony.

Q. This representation here with the hatched line denotes were cliff base is, it is called Top of the Bank, is it not?

A. Yes.

Q. So everything from the top of the bank to your house you maintain by mowing?

A. Yes.

Q. Everything below the top of the bank you attempt to keep from further erosion?

A. Yes.

Q. Are there any existing structures?

A. We have steps down there.

Q. When did you purchase this property?

A. In 1975.

Q. Who owned it prior to you?

A. The O'brien's.

Q. And then it was Dr. Clark?

A. Yes.

Q. Now all of them, to your knowledge, treated this property as theirs?

A. Yes.

Q. Is there anything further about this property you would like to describe?

A. No, just that we treat it as our own.

Q. That is all.

NAOMI MILLS, the Plaintiff, having been duly sworn, was examined and testified as follows:

Questions by the Examiner:

- Q. Please state your name and address?
A. Naomi Mills, Route 3, Box 230, Stevensville, Maryland 21666.

Questions by Mr. Ware:

- Q. Would you introduce yourself, your name and address?
A. I am Naomi Mills, Route 3, Box 230, Stevensville, Maryland 21666.
Q. You are the subject of this suit involving 6594 Equity?
A. Yes.
Q. In this suit which I will mark as Exhibit One is a survey done by Watson and Son and you are looking at that right now, are you not?
A. Yes.
Q. This survey shows a parcel marked Parcel A and another marked Parcel B, can you describe these parcels to us?
A. My house is here and beyond that there is a road that goes down into the water.

EXHIBIT ONE: Mr. Ware then offered into evidence this copy and asked that it be marked Exhibit No. One to this testimony.

- Q. So Riverview Road as shown on there, how much of that road now exists?
A. Not much.
Q. So most of it now is part of a cliff or bluff?
A. About fifteen feet from the bluff.
Q. How long have you lived in this area?
A. Since 1948, I've lived in this house since 1954.
Q. Are you familiar with this entire area?
A. Yes.

Q. This area marked parcel A which is shown as Riverview Avenue, how have you treated this land? Have you treated it as your own?

A. Yes, I have tried to put bulkheads up there but they don't last to long.

Q. Because of the water and wind action?

A. Yes.

Q. These bulkheads and the attempts you have made to control the erosion have existed since when?

A. Since 1954.

Q. When you first put them in?

A. Right.

Q. There are some boat houses that existed along the frontage there too, are they yours?

A. Yes that blockhouse.

Q. Now Third Street extends on one side of your property, does it not?

A. Yes.

Q. Is the parcel marked as Riverview Avenue is that generally open to the public?

A. No.

Q. You don't allow people to use it?

A. Friends and family drive in there.

Q. But you don't allow that open to the general public?

A. No, we mowe it and we keep the schrubbery cut.

Q. You maintain a private driveway on that too, is that correct?

A. Yes it circles around and comes out here.

Q. And you also have maintained a private boat storage area in that area?

A. Yes, right.

Q. And that private boat storage encompasses part of parcel A?

A. Yes that is right.

Q. I'd like to show you here what I'll mark as Exhibit Two, this is the one survey made by the Natural Resources people, is it not?

A. Yes.

EXHIBIT TWO: Mr. Ware then offered into evidence this copy and asked that it be marked Exhibit No. 2 to this testimony.

Q. The banklines as shown here are they the same as what are shown on the survey or are they worse?

A. I think they are worse.

Q. That bank continues to erode?

A. Yes.

Q. Has anyone from any association or anything ever come and attempted to fix that bank?

A. No.

Q. So any type of work that was ever done was done by you?

A. Right.

Q. Now look at these other parcels, you have known that land for some period of years, now has that land been generally open to the public?

A. No, none of the property has.

Q. Are the lands that exist in front of the MacAllister's and in front of the Atwell's were all privately maintained?

A. Right.

Q. And the public was denied access?

A. Right.

Q. Now the actual steps that you have taken to control the erosion were the placing of concrete blocks and bulkhead and all at your expense?

A. Right.

Q. This area of Third Street extended was alongside of and actually part of your concrete block house?

A. I don't think my concrete block house sits on it.

Q. But the property adjoining your concrete block house is all maintained by you?

A. That is right.

Q. And you kept the public off of that property?

A. Right.

Q. Didn't you charge people to put boats over?

A. Some friends do it now.

Q. So you presently maintain your residence there?

A. Yes.

Q. Now you haven't been in title of this property the whole time, have you?

A. I bought it in 1948.

Q. And the adjoining land owners treated the property as their own as well as yourself?

A. Right.

Q. Is there anything else about this property you would like to tell?

A. Nothing, the bank has fallen, has fallen from top to bottom.

Q. And it is necessary to repair that land to protect your land and you have taken those steps?

A. Yes, right.

Q. That is all.

I am Bruce Ware, Attorney at Law and pursuant to my duties in these three Equity Cases I have investigated the Love Point Land and Improvement Company of Caroline County, Inc. and find that it ceased to exist on Maryland Record more than fifty years from the date of this testimony, that all reasonable attempts and some unreasonable attempts have been made to locate the land improvement company and have failed, there have been no taxes paid by this organization in those number of years and a search of the land records reveal that no property taxes were paid by the Love Point Land and Improvement Association on claimed land for more than fifty years, furthermore a search of

the land records revealed that the land being claimed by the adjoining property owners is land that has never been titled to anyone else except the Love Point Land and Improvement Company. Furthermore that records will show that the County of Queen Anne has not improved or excepted these various parcels of land being claimed by these parties. I further affirm in this testimony that all statements made regarding the Libers and Folio numbers are correct to the best of my knowledge and were gained from the Land Records of Queen Anne's County after due search in regard to the same records that these records show that the land has been controlled as testified to by the people giving testimony. That the records will affirm their testimony. I further state that those Exhibits which are Exhibits One, Two, and Three in the Atwell case and Exhibits One and Two in the MacAllister case and Exhibits One and Two in the Mills case are true and correct copies of the originals which were gained in my possession some of which were placed in the court file as a record of our court file.

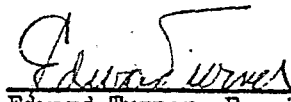
(CONCLUSION OF TESTIMONY)

There being no further witnesses being named or produced to me, I then at the request of the Solicitor, closed the deposition taken in said cause and herewith return them closed under my hand and seal, this 14th day of September, 1981, with costs chargeable, as follows, to wit:

Edward Turner, Examiner -----\$35.00

Pamela J. Pippin, Stenographer -----\$35.00

I hereby certify that pursuant to Equity Rule 580G, I remained in the same room with the witnesses throughout the taking of the above testimony, that in addition to the examination of counsel, I either examined the witnesses as indicated by questions asked by me or in the absence of such examination, I certify that in my opinion such examination was unnecessary, and I further certify that there were no irregular or unusual circumstances in the taking of the testimony or the conduct of the proceedings. My presence was requested by the Solicitor and I served one hour.

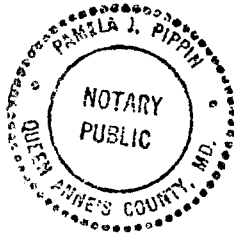

Edward Turner, Examiner

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

I, Pamela J. Pippin, a notary public in and for the State and County aforesaid, do hereby certify that the within named WILLIAM L. ATWELL, LAUREL ANNE MACALLISTER and NAOMI MILLS, personally appeared at the time and place herein set out and after having been duly sworn by Edward Turner, Standing Examiner according to the law, was interrogated by counsel.

I further certify that the examination was recorded by me and then transcribed to the within typewritten matter in a true and accurate manner.

AS WITNESS my hand and notarial seal, this 14th day of September, 1981.



Pamela J. Pippin
Notary Public
My Commission Expires: 7-1-82

WATSON and SON
LAND SURVEYING
168 BROADWAY
CENTREVILLE, MARYLAND 21617
(301) 758 1612

EXHIBIT NO. ONE
ATWELL

THE CHESTER RIVER S $01^{\circ}32'33''$ W 44.89'
TO A POINT, THENCE S $02^{\circ}30'38''$ W 5.11'
TO A POINT AND THE SOUTH SIDE OF SECOND
ST., THENCE LEAVING THE CHESTER RIVER
AND RUNNING ALONG THE SOUTH SIDE OF
SECOND ST. N $89^{\circ}00'00''$ W 216.93' TO THE
PLACE OF BEGINNING, PASSING OVER AN IRON
PIPE AT 86.93'. CONTAINING 0.307 ACRES ± AS
SURVEYED BY WATSON & SON IN OCTOBER, 1971

WATSON and SON
LAND SURVEYING
108 BROADWAY
CENTREVILLE, MARYLAND 21617
(301) 758 1612

LEGAL DESCRIPTION

LANDS TO BE CLAIMED BY WILLIAM
L. ATWELL

BEGINNING AT AN IRON PIPE ON THE EAST
SIDE OF A 10' ALLEY AND THE SOUTH RIGHT
OF WAY LINE OF SECOND ST. AND THENCE
N 01° 00' 00" E 50.00' TO AN IRON PIPE AT
THE CORNER OF ATWELL LANDS AND THE NORTH
RIGHT OF WAY LINE OF SECOND ST. AND THEN
WITH SAID LINE S 89° 00' 00" E 130.00' TO
AN IRON PIPE AT THE WEST RIGHT OF WAY LINE
OF RIVER VIEW AVE.; THENCE WITH RIVER VIEW
AVE. N 01° 00' 00" E 50.00' TO AN IRON PIPE
THENCE S 89° 00' 00" E 50.00' TO A POINT ON
THE EAST RIGHT OF WAY LINE OF RIVER VIEW
AVE. THENCE WITH SAID LINE S 01° 00' 00" W
50.00' TO A POINT AND THE NORTH SIDE OF
SECOND ST. THENCE WITH SECOND ST. S 89° 00'
00" E 37.50' TO THE MEAN HIGH WATER
LINE OF THE CHESTER RIVER; THENCE WITH

1" = 40'
OCTOBER 12 1979

N

MACALLISTER LANDS

OTHER
ATWELL
LANDS

MCLEA LANDS

10' ALLEY

N 01° 00' 00" E
50.00'

S 89° 00' 00" E
130.00'

N 89° 00' 00" W
216.93'

SECOND
ST.

N 01° 00' 00" E
50.00'

RIVER VIEW
AVE.

0.307 AC. ±

S 89° 00' 00" E
50.00'

S 01° 00' 00" W
50.00'

S 89° 00' 00" E
37.50'

S 01° 32' 33" E
44.89'

S 02° 36' 38" W
5.11'

MEAN HIGH
WATER LINE

MEAN HIGH
WATER LINE

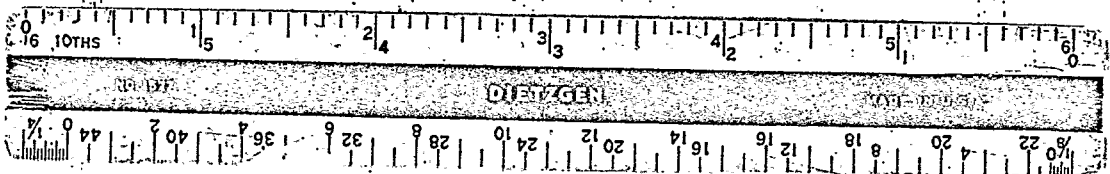
CHESTER
RIVER

O - IRON PIPE
O - POINT

PLAT OF A SURVEY
OF LANDS TO BE CLAIMED BY
WILLIAM L. ATWELL
LOVE POINT
FORTH DISTRICT, Q.A. Co., MD.

SURVEYED BY
WATSON AND SON
108 BROADWAY
CENTREVILLE, MD.

John Watson



MAP SHOWING SURVEY OF LOT 141-152-153-154
IN A SUB-DIVISION CALLED LOVE POINT

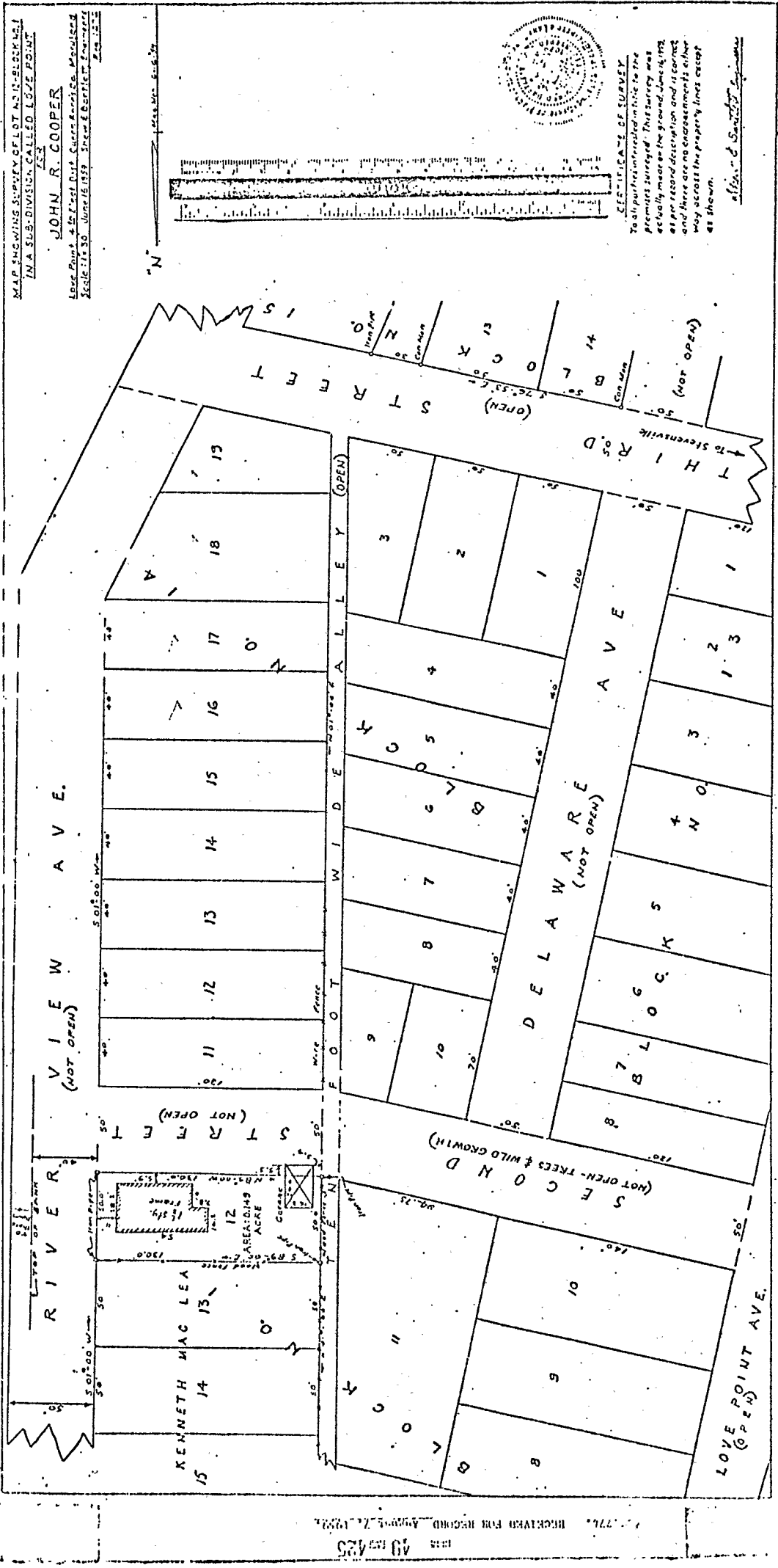
JOHN R. COOPER

Love Point 4 1/2 Acre Plat. C. C. Cooper & Co. Measured
April 11, 1930. Open 15, 1937. Street & Building
201-151



CERTIFICATE OF SURVEY
To all persons interested in the
premises surveyed: This survey was
actually made on the ground June 16, 1937,
as per record description and it carries
and there are no encroachments either
way across the property lines except
as shown.

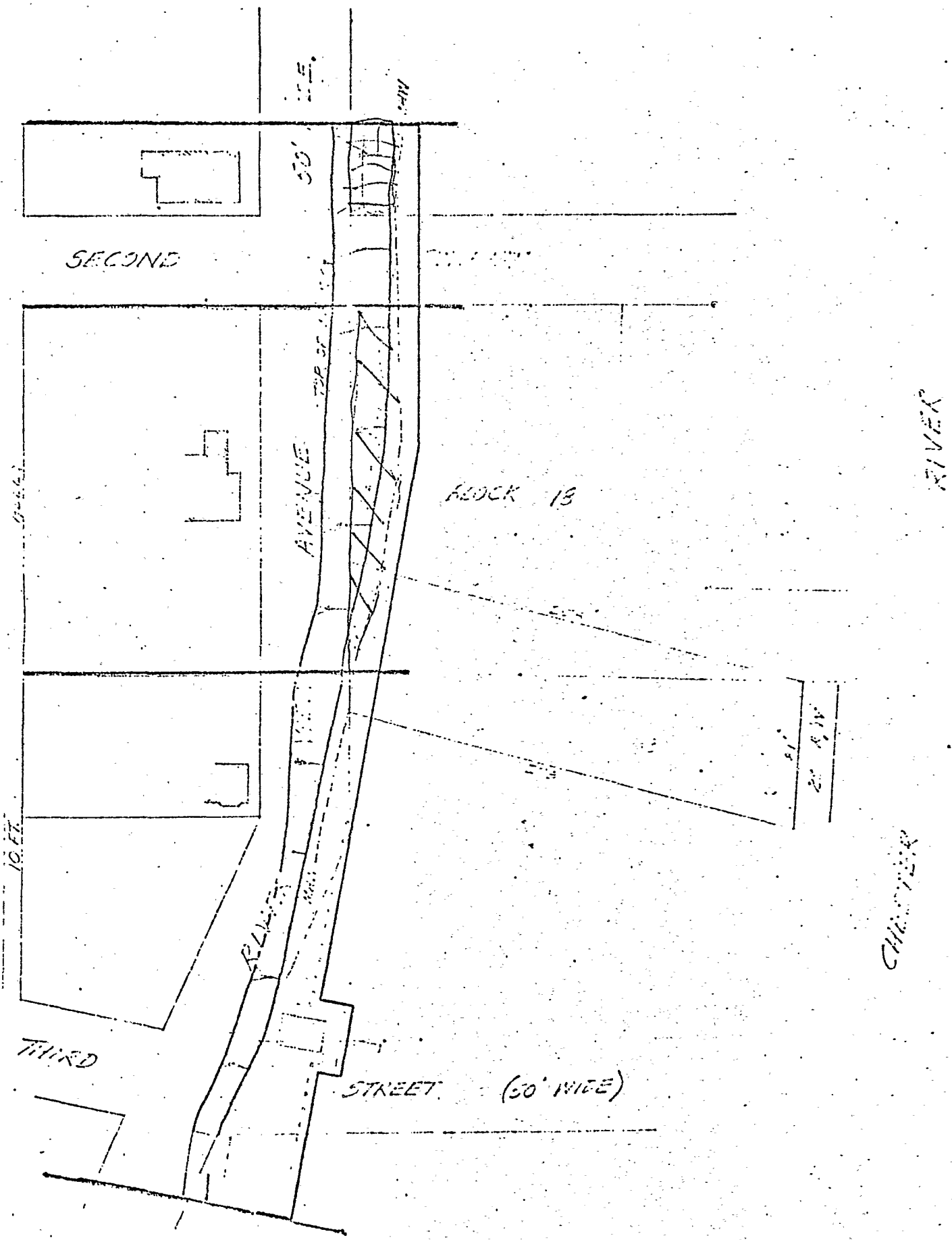
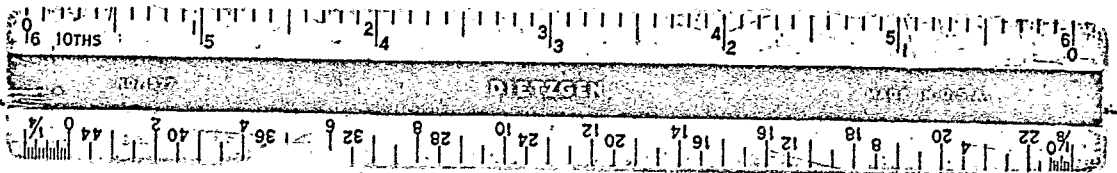
J. W. Brown
Surveyor General



RECORDED FOR RECORD APRIL 24, 1937
1937

EXHIBIT NO. THREE

ATWELL





10' ALLEY

MILLS
LANDS

OTHER LANDS OF
NIAL P. MACALLISTER

210
ST.

N 01° 00' 00" E 200.00'

RIVER VIEW AVE.

0.361 AC. ±

N 89° 00' 00" W
61.91'

S 89° 00' 00" E
86.93'

P.O. LOT 1 BLOCK 18

S 12° 45' 19" W
29.01'

S 12° 34' 21" W
53.66'

S 06° 27' 14" W
60.88'

S 02° 36' 38" W
58.65'

MEAN HIGH WATER LINE

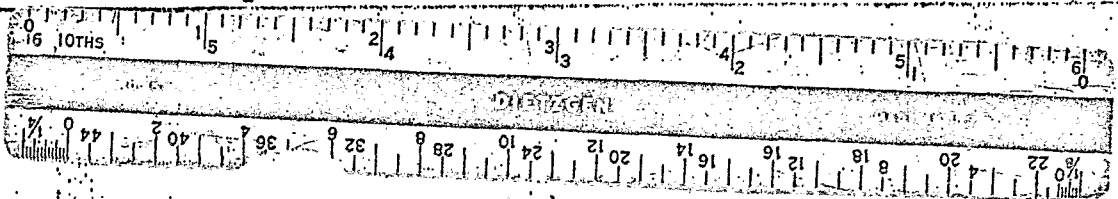
CHESTER
RIVER

○ - IRON PIPE
● - POINT

PLAT OF A SURVEY
OF LANDS TO BE CLAIMED BY
NIAL P. MACALLISTER
LOVE POINT
FORTH DISTRICT, Q. A. CO., MD.

SURVEYED BY
WATSON AND SON
108 BROADWAY
CENTREVILLE, MD.

John Watson



WATSON and SON
LAND SURVEYING
108 BROADWAY
CENTREVILLE MARYLAND 21617
(301) 755 1612

LEGAL DESCRIPTION
LANDS TO BE CLAIMED BY NIAL P.
MACALLISTER

BEGINNING AT A POINT ON THE WEST RIGHT OF WAY
LINE OF RIVER VIEW AVE. AND RUNNING WITH RIVER VIEW
AVE. $N 01^{\circ} 00' 00" E$ 200.00' TO AN IRON PIPE ON THE
SOUTH RIGHT OF WAY LINE OF SECOND ST., THENCE
 $S 89^{\circ} 00' 00" E$ 26.93' TO A POINT ON THE MEAN HIGH
WATER LINE OF THE CHESTER RIVER AND THENCE WITH
THE CHESTER RIVER $S 02^{\circ} 36' 38" W$ 58.65' TO A POINT,
THENCE $S 06^{\circ} 27' 16" W$ 60.88' TO A POINT, THENCE
 $S 13^{\circ} 34' 21" W$ 53.66' TO A POINT, THENCE $S 12^{\circ} 45' 19" W$
29.01' TO A POINT, THENCE LEAVING THE MEAN HIGH WATER
LINE $N 89^{\circ} 00' 00" W$ 61.91' TO A POINT ON THE WEST RIGHT
OF WAY LINE OF RIVER VIEW AVE., THE PLACE OF BEGINNING
CONTAINING 0.361 ACRES \pm AS SURVEYED BY WATSON
AND SON IN OCTOBER 1979.

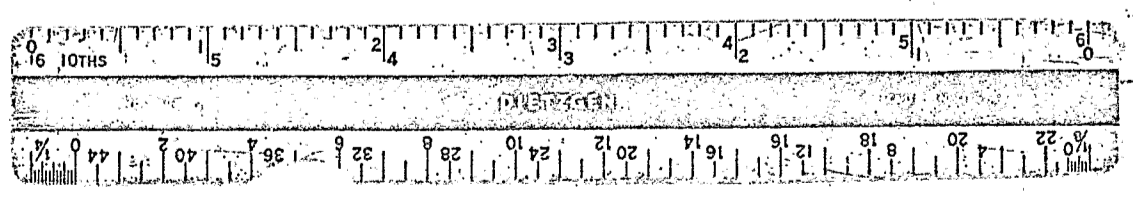
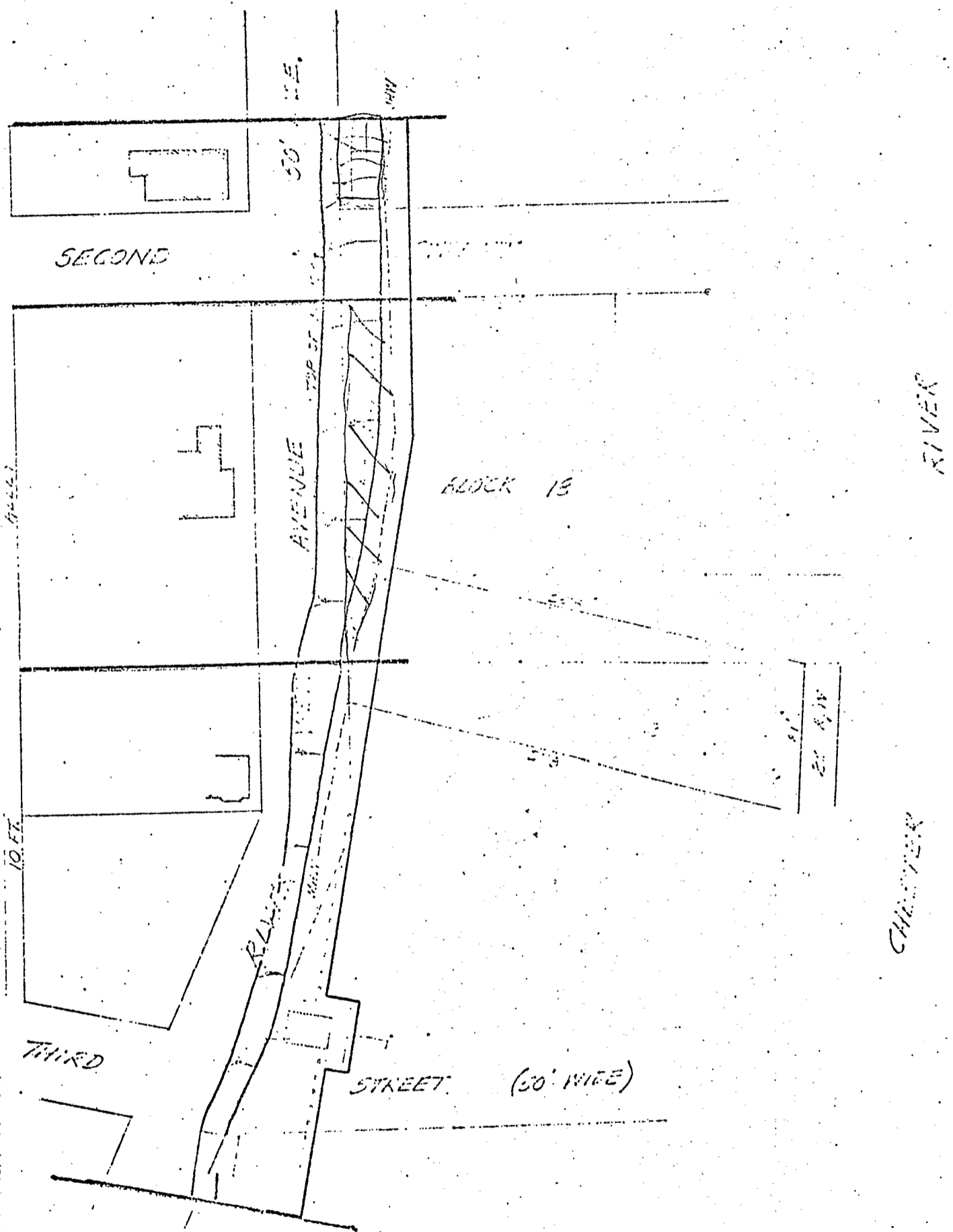
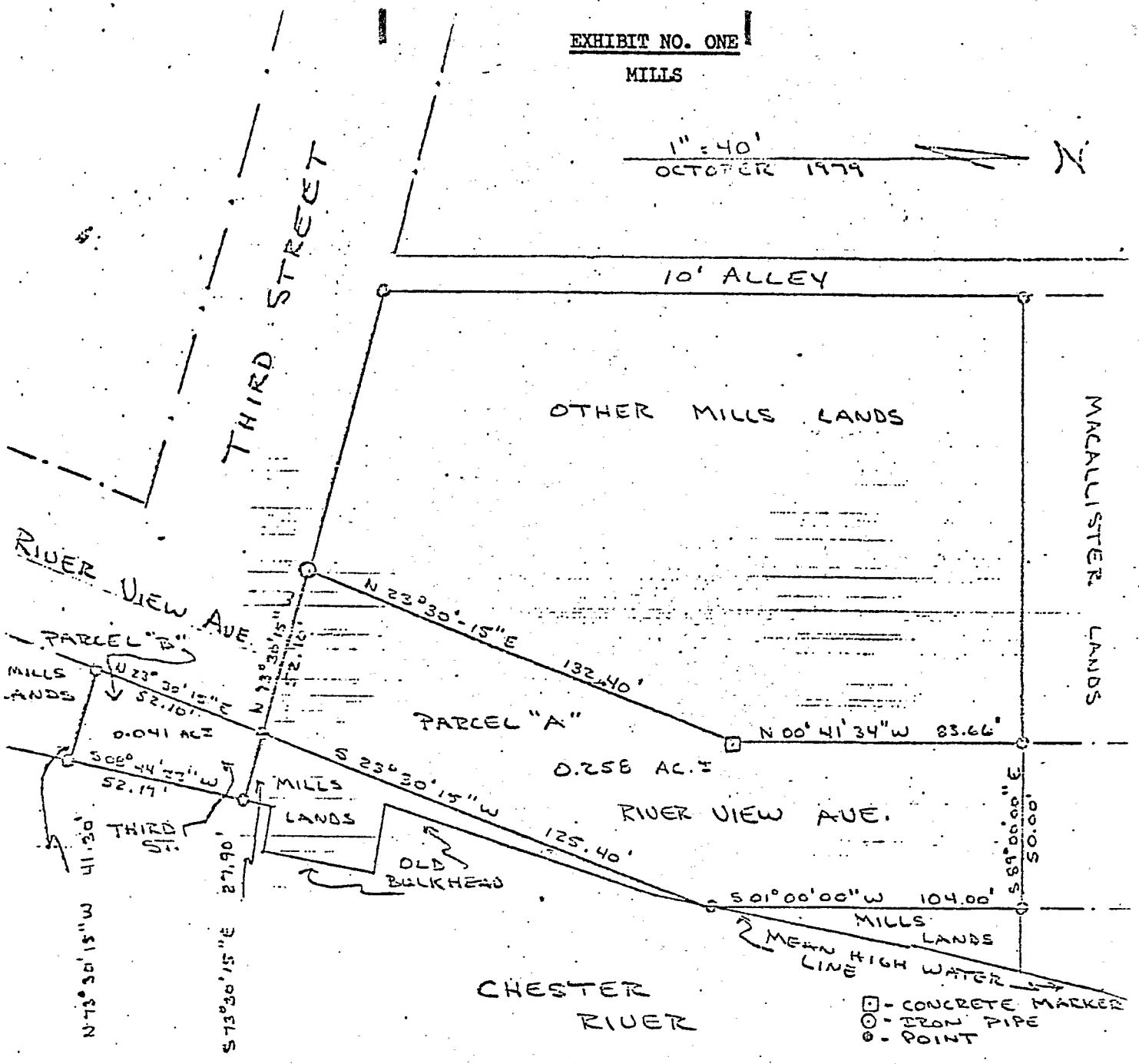
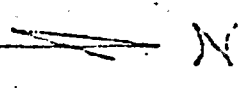


EXHIBIT NO. ONE

MILLS

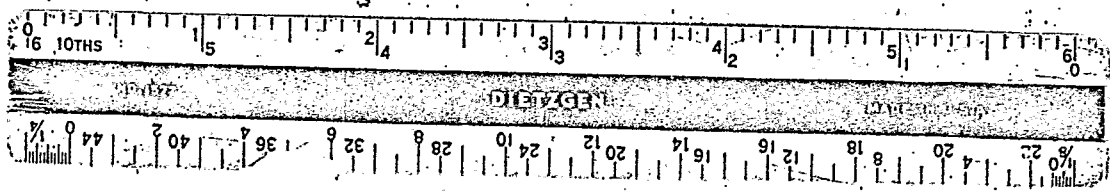
1" = 40'
OCTOBER 1979



PLAT OF A SURVEY
 OF LANDS TO BE CLAIMED BY
 NAOMI. C. MILLS
 LOVE POINT
 FORTH DISTRICT, Q. A. CO., MD.

SURVEYED BY
 WATSON AND SON
 108 BROADWAY
 CENTREVILLE, MD.

John S. Watson
 Surveyor



LEGAL DESCRIPTION

LANDS TO BE CLAIMED BY NAOMI
MILLS

PARCEL "A"

BEGINNING AT AN IRON PIPE ON THE
NORTHERN ~~RIGHT~~ OF WAY LINE OF THIRD ST.
AND THENCE ~~RUNNING~~ WITH THE OLD RIGHT OF
WAY LINE ~~OF~~ RIVER VIEW AVE., N 23° 30' 15" E
132.40' TO ~~A~~ CONCRETE MONUMENT, THENCE
N 00° 41' 34" W 83.66' TO A POINT; THENCE
S 89° 00' 00" E 50.00' TO A POINT ON THE EAST
ERN RIGHT OF WAY LINE OF RIVER VIEW AVE.
THENCE S 01° 00' 00" W 104.00' TO A POINT, THENCE
S 23° 30' 15" W 125.40' TO A POINT ON THE
RIGHT OF WAY LINE OF BOTH THE NORTH SIDE
OF THIRD ST. AND THE EAST SIDE OF RIVER
VIEW AVE., THENCE N 73° 30' 15" W 52.10' TO
PLACE OF BEGINNING. CONTAINING 0.258 AC.
±.

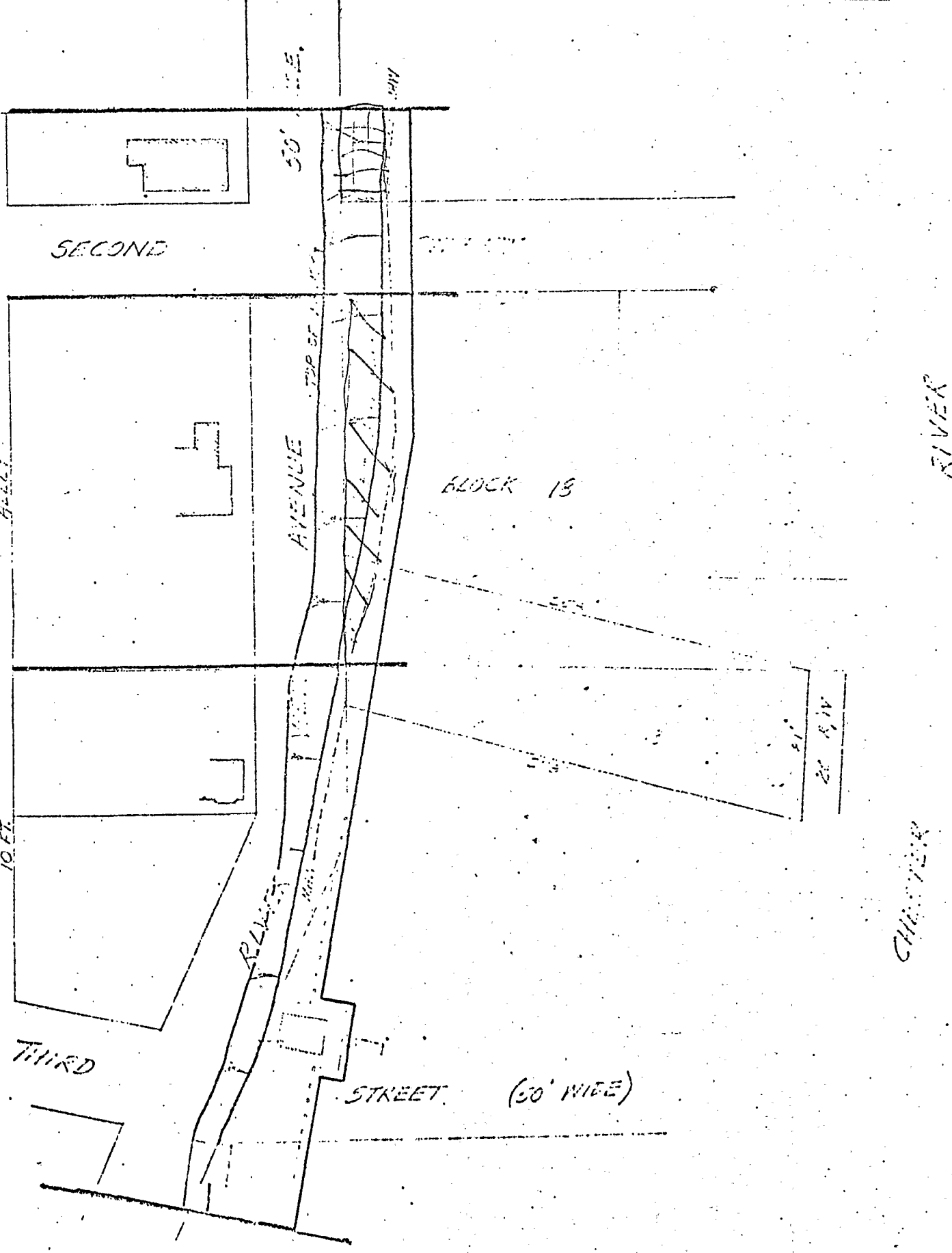
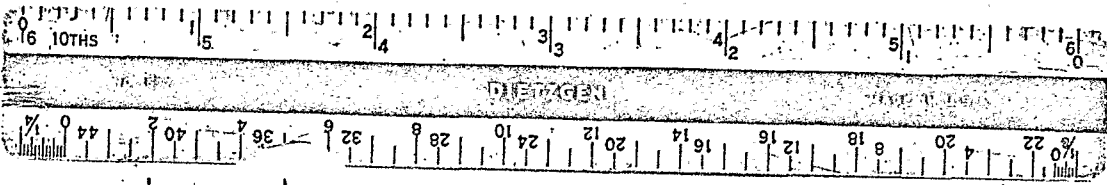
PARCEL "B"

BEGINNING AT A POINT ON THE NORTH SIDE
OF THE RIGHT OF WAY LINE OF THIRD ST. AND

WATSON and SON
LAND SURVEYING
108 BROADWAY
CENTREVILLE, MARYLAND 21031
(301) 753 1612

ALSO THE EAST RIGHT OF WAY LINE OF RIVER VIEW AVE. AND THENCE, S 73° 30' 15" E 27.90' TO THE MEAN HIGH WATER LINE OF THE CHESTER RIVER AND THENCE WITH THE M.H.W.L. S 08° 44' 23" W 52.19' TO A POINT, THE N 73° 30' 15" W 41.30' TO A POINT ON THE EAST RIGHT OF WAY LINE OF RIVER VIEW AVE. AND THENCE, N 23° 30' 15" E 52.10' TO THE PLACE OF BEGINNING. CONTAINING 0.041 ACRE ±. AS SURVEYED BY WATSON & SON, OCTOBER 1979.

MILLS



WILLIAM L. ATWELL AND
JOAN F. ATWELL, HIS WIFE
PLAINTIFF

IN THE CIRCUIT COURT

FOR

VS.

QUEEN ANNE'S COUNTY

THE LOVE POINT LAND AND
IMPROVEMENT COMPANY OF
CAROLINE COUNTY, INC., ETC.

IN EQUITY

CHANCERY NO. 6592

DECREE

The above cause standing ready for hearing and being submitted without argument, the Bill of Complaint, Decree Pro Confesso, Testimony and all other proceedings having been read and considered;

It is thereupon, this 23rd day of December, 1981, by the Circuit Court for Queen Anne's County, In Equity and by the authority of said Court, ADJUDGED, ORDERED and DECREED:

That William L. Atwell and Joan F. Atwell, his wife, their heirs and assigns, have absolute ownership and a perfect right to the disposition of the real estate situate in Queen Anne's County mentioned in these proceedings, in the Bill of Complaint, as against The Love Point Land and Improvement Company of Caroline County, Inc., a Maryland Corporation which ceased to exist more than 50 years from this date, any successors in interest in the assets of said corporation, and to all other persons unknown claiming any, right, title, estate, lien or interest in the subject property of this Complaint and that The Love Point Land and Improvement Company of Caroline County, Inc. and any successors in interest in the assets of said Corporation, and to all other persons unknown claiming any, right, title, estate, lien or interest in the subject property of this complaint are hereby enjoined and restrained from asserting any claim to the aforesaid real estate by any action at law, equity or otherwise.

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

Beginning at an iron pipe on the east side of a 10 foot alley and the south right of way line of Second Street and thence N 01° 00' 00" E 50.00' to an iron pipe at the corner of Atwell lands and the north right of way line of Second Street and thence with said line S 89° 00' 00" E 130.00' to an iron pipe at the west right of way line of River View Avenue; thence with River View Avenue N 01° 00' 00" E 50.00' to an iron pipe thence S 89° 00' 00" E 50.00' to a point on the east right of way line of River View Avenue. Thence with said line S 01° 00' 00" W 50.00' to a point and the north side of Second Street. Thence with Second Street S 89° 00' 00" E 37.50' to the mean high water line of the Chester River, thence with the Chester River S 01° 32' 33" W 44.89' to a point, thence S 02° 36' 38" W 5.11' to a point and the south side of Second Street, thence leaving the Chester River and running along the

south side of Second Street N 89° 00' 00" W 216.93' to
the place of beginning, passing over an iron pipe at 86.93'.
Containing 0.307 acres \pm as surveyed by Watson & Son in
October, 1979.

Clayton C. Carter
JUDGE

CLERK
1981 DEC 23 PM 3:58
WISCONSIN COUNTY

G. HARVEY SCOTT
Price, Maryland 21656
PLAINTIFF

vs.

HARRY J. BRAMBLE and
JOSEPH F. BRAMBLE
Box 547, Route 1
Chestertown, Maryland 21620
DEFENDANTS

IN THE
CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY NO. 6717

* * * * *
BILL OF COMPLAINT FOR SPECIFIC PERFORMANCE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

G. Harvey Scott by Robert R. Price, Jr., his attorney, complaining, says:

1. That on June 3, 1957, and continuously thereafter, George Harvey Scott, the Plaintiff, has been the owner of a certain parcel of land, situate in the Village of Price's Station, Section Election District of Queen Anne's County, Maryland, said parcel of land being Lots No. 37, 38, 39 and 40 on the Plat of Coopers Subdivision of the Brown - Faithful land, said plat being recorded in Liber W.F.W. No. 3, folio 370 of the Land Records of Queen Anne's County, being Parcel No. 3 and No. 4 in a deed from James Frank Scott, et al to G. Harvey Scott, dated June 3, 1957 and recorded in Liber T.S.P. No. 38, folio 127 of the Land Records aforesaid. A certified copy of said deed being attached hereto as "Exhibit A" and a copy of the Cooper plat being attached hereto as "Exhibit B".

2. That on or about October 20, 1978, the Plaintiff entered into an Agreement of Sale with the Defendants, a copy of which is attached hereto as "Exhibit C", wherein the Plaintiff

agreed to sell the aforesaid parcels to the Defendants at and for a price of \$4,000.00.

3. That the Defendants paid the downpayment of \$400.00 and the Plaintiff at that time had a survey completed of the parcels of land into two separate lots, said survey being by Watson & Son, dated December, 1978 and thereafter in accordance with the terms of the Agreement of Sale the Plaintiff did obtain subdivision approval of the two lots.

4. That the Defendants, prior to the scheduled settlement date, advised the Plaintiff that their attorney found a defect in the title to Lot 2, in that the Cooper Plat showed an unmarked road extending between Lots 39 and 40 for their entire width from Rabbit Hill Road to the land of the Pennsylvania Railroad, said road being indicated on the copy of the Watson plat attached hereto as "Exhibit D".

5. That on April 2, 1979 settlement was held on Lot No. 1 by the parties hereto for a consideration of \$2,000.00 and it was agreed by the parties hereto that a reasonable time would be allowed to cure any alleged defect in Lot No. 2 as a result of the roadway shown on the Cooper Plat. A copy of the deed to Lot 1 is attached hereto as "Exhibit E".

6. That the Plaintiff has on several occasions notified the Defendants that he is ready to settle for Lot No. 2, but the Defendants have advised him that certain title work has not been completed and have refused to comply with his demands.

7. That the Plaintiff has a good and merchantable fee simple title to Lot No. 2 and has performed all the requirements of the Agreement of Sale on his part to be performed.

WHEREFORE, Plaintiff prays:

1. That this Honorable Court decree that the Plaintiff is seized and possessed of a good and merchantable fee simple title to Lot No. 2;

2. That the aforesaid Agreement of Sale may be specifically enforced as to Lot No. 2 and that the Defendants be required to pay unto the Plaintiff the purchase money agreed upon and to accept from the Plaintiff a deed of conveyance for Lot No. 2 in accordance with the Agreement of Sale;

3. And for such other and further relief as the nature of the case may require.

Robert R. Price, Jr.

Robert R. Price, Jr.
Attorney for Plaintiff
103 Lawyers Row
Centreville, Maryland 21617
(301) 758-1660

39,987

LIBER 38 PAGE 127

RECEIVED FOR RECORD *Mar. 20, 1957*

THIS DEED, made this *3rd* day of *June*, 1957, by JAMES FRANK SCOTT and LINDA SCOTT, his wife, of Yeadon, Pennsylvania, CHARLES FORD SCOTT and JESSIE SCOTT, his wife, of Philadelphia, Pennsylvania, ALTON B. SCOTT ~~and~~ ~~CONROY VINTYKYX MORTGAGE~~ of Queen Anne's County, Maryland, NELSON ANDOLPH SCOTT and DOROTHY SCOTT, his wife, of Martinsville, Virginia, ELEANOR S. DEITZ and EMIL A. DEITZ, her husband, of Yonkers, New York, CALVIN W. BUTLER and MARY BUTLER, his wife, EVELYN P. BERRY and OLIVER BERRY, her husband, RUTH B. TABLER and DAN M. TABLER, her husband, and EUGENE BUTLER and ANNE BUTLER, his wife, all of Queen Anne's County, Maryland, hereinafter called GRANTORS and George Harvey Scott, single, of Queen Anne's County, Maryland, hereinafter called GRANTEE, witnesseth:

THAT for and in consideration of the sum of One Dollar, and other good and valuable considerations, the said Grantors do hereby grant and convey unto the said George Harvey Scott, his heirs and assigns, absolutely and in fee simple, all of the Grantors' rights, titles, interests and estates, of in and to the following described real estate, to wit:

PARCEL NO. 1

ALL those four several lots of land situate at Prices Station in the Second Election District of Queen Anne's County, Maryland, having a frontage of Sixty (60) feet each on Hayden Avenue and running back to an alley a depth of one hundred and seventy-five (175) feet, being designated as Lots Nos. 78, 79, 80 and 81 on the Plat of Coopers Subdivision of the Brown - Faithful Land which Plat is recorded in Liber WFM No. 3, folio 270, a Land Record Book for Queen Anne's County; said real estate being the same conveyed to James T. Scott by Harvey L. Cooper and wife by Deed dated July 3, 1913, recorded in Liber WFM No. 4, folio 63,

PARCEL NO. 2

ALL that lot or parcel of land situate at Prices Station in the Second Election District of Queen Anne's County, Maryland, on Hayden Avenue and designated as Lot No. 82 on the Plat of Coopers Subdivision of the Brown - Faithful Land above mentioned, said lot having been conveyed unto James T. Scott by Edwin H. Brown, Jr., and wife, by Deed dated December 21, 1915, recorded in Liber WFM No. 8, folio 250.

PARCEL NO. 3

ALL those three (3) lots or parcels of land, situate at Prices Station in the Second Election District of Queen Anne's County, Maryland, on the public road from Prices Station to Roberts and running back to the railroad and being designated as Lots Nos. 37, 38, and 39 on the Plat of Coopers Subdivision of the Brown-Faithful land, above mentioned, said three lots having been conveyed to James T. Scott by Samuel W. Ruttle and wife by Deed dated September 15, 1915, recorded in Liber WFM No. 8, folio 259.

PARCEL NO. 4

ALL that lot or parcel of land situate at Prices Station in the Second Election District of Queen Anne's County, Maryland, designated as Lot No. 40 on the Plat of Coopers Subdivision of the Brown - Faithful land, said real estate having been conveyed unto James T. Scott by Harvey L. Cooper and wife by Deed dated March 29, 1920, recorded in Liber JFR No. 4, folio 304.

TOGETHER with the buildings and improvements thereupon erected, made and being, and all of the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belong, or in anywise pertaining;

AND the said Grantors do hereby covenant to warrant and defend the Title to the real estate hereinbefore described, and to execute such other and further assurances thereof as may be requisite or necessary.

The said James T. Scott did seized and possessed of the aforesaid



-1-

B.D. TSP 38/127

Plaintiff's "EXHIBIT A"

5 pages

real estate, intestate, in the year 1934, in Queen Anne's County, leaving surviving him a widow, Sarah F. Scott, and the following children as his only heirs at law, to-wit: Blanch S. Butler, James Frank Scott, Charles Ford Scott, Alton B. Scott, Nelson Randolph Scott, Eleanor S. Ritz and George Harvey Scott.

The said Blanch S. Butler died intestate November 19, 1952, leaving surviving her a husband Calvin W. Butler, who has since married and the three following children as her only heirs at law, to-wit: Evelyn B. Berry, Ruth R. Tabler and Eugene Butler.

The said Sarah F. Scott died, intestate in Queen Anne's County, January 24, 1955, leaving as her only heirs at law the same children and grandchildren above mentioned, the Grantors and Grantee herein.

WITNESS the hands and seals of the Grantors the day and year herein first above written.

WITNESS:

May S. West

James Frank Scott (SEAL)
James Frank Scott

May S. West

Linda Scott (SEAL)
Linda Scott

Charles Ford Scott

Charles Ford Scott (SEAL)
Charles Ford Scott

Jessie Scott

Jessie Scott (SEAL)
Jessie Scott

Margaret E. Jones

Alton B. Scott (SEAL)
Alton B. Scott

XXXXXXXXXXXX

XXXXXXXXXXXX (SEAL)
XXXXXXXXXXXX

William E. Brabson

Nelson Randolph Scott (SEAL)
Nelson Randolph Scott

William E. Brabson

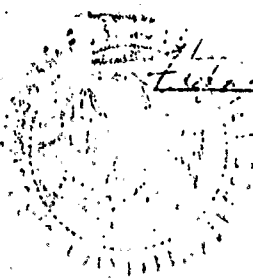
Lorothy Scott (SEAL)
Lorothy Scott

Frank S. Butler

Eleanor S. Ritz (SEAL)
Eleanor S. Ritz
BUTZ

Eugene Butler

Eugene Butler (SEAL)
Eugene Butler
BUTZ



Bessie D. Anthony

Calvin W. Butler
Calvin W. Butler

Bessie D. Anthony

Mary Butler (SEAL)
Mary Butler

Bessie D. Anthony

Evelyn B. Berry (SEAL)
Evelyn B. Berry

Bessie D. Anthony

Oliver Berry (SEAL)
Oliver Berry

Bessie D. Anthony

Ruth B. Tabler (SEAL)
Ruth B. Tabler

Bessie D. Anthony

Len M. Tabler (SEAL)
Len M. Tabler

Frances J. Scott

Eugene Butler (SEAL)
Eugene Butler

Frances J. Scott

Anne Butler (SEAL)
Anne Butler

Commonwealth of Pennsylvania, Delaware County, to wit:

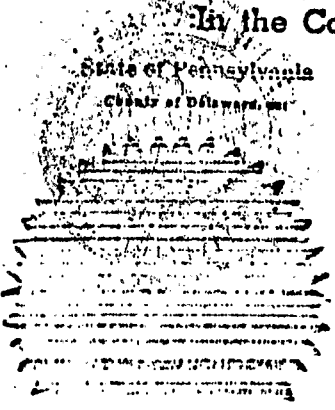
THIS IS TO CERTIFY that on this 3rd day of June, 1957, before the subscriber, a Notary Public of the Commonwealth of Pennsylvania and for the Delaware County, personally appeared James Frank Scott and Lina Scott, his wife, and did each acknowledge the within and foregoing to be their respective act and deed;

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



Dellwyn L. Ferris
NOTARY PUBLIC
My commission expires Oct 1st 1958

By the Courts of Common Pleas of Delaware County



I, Dellwyn L. Ferris, Notary Public of the County of Delaware, State of Pennsylvania, being the officer authorized by the laws of the State of Pennsylvania to make the following certificate:

do Certify, That Dellwyn L. Ferris before whom the annexed affidavit or acknowledgment was made, was at the time of so doing

a Notary Public for the Commonwealth of Pennsylvania, residing in the County aforesaid, duly commissioned and qualified to execute oaths and affirmations and to take acknowledgments and certificates for lands, tenements and hereditaments to be recorded in said State of Pennsylvania and in all places where oaths, affirmations and acknowledgments are required, as well as in Courts of Judicature as elsewhere; and that I am well acquainted with the handwriting of the

said Notary Public Dellwyn L. Ferris and verify before me the aforesaid facts in conformity with the laws of the State of Pennsylvania.

The impression of the seal of the Notary Public is not required by law to be on this certificate in testimony whereof, I have hereunto set my hand and affixed the seal of said Court, this

Wm. C. Knapp, Prothonotary

COMMONWEALTH OF PENNSYLVANIA:
: to wit:
PHILADELPHIA COUNTY :

THIS IS TO CERTIFY that on this 10th day of June, 1957, before the subscriber, a Notary Public of the Com. of Penna in and for the Phila County, personally appeared Charles Ford Scott and Jessie Scott, his wife, and did each acknowledge the within and foregoing Deed to be their respective act and deed;

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

Irvin Bank
NOTARY PUBLIC

My commission expires _____



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

THIS IS TO CERTIFY THAT on this 7 day of Nov., 1957, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Alton B. Scott ~~and his wife~~ and ~~his wife~~ acknowledge the within and foregoing Deed to be their respective act and deed;

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

Margaret E. Jones
NOTARY PUBLIC

My commission expires May



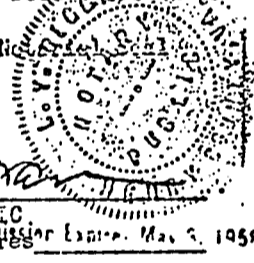
STATE OF VIRGINIA, HENRY County, to wit:

THIS IS TO CERTIFY that on this 21 day of June 1957, before the subscriber, a Notary Public of the State of Virginia in and for Henry County, personally appeared Nelson Randolph Scott and Dorothy Scott, his wife, and did each acknowledge the within and foregoing Deed to be their respective act and deed;

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

G. W. Riggan
NOTARY PUBLIC

My commission expires Mar. 5, 1958



STATE OF NEW YORK, Westchester COUNTY, to wit:

THIS IS TO CERTIFY that on this 18 day of June, 1957, before the subscriber, a Notary Public of the state of New York, in and for Westchester County, personally appeared Eleanor S. Ratz and Emil A. Ratz, her husband, and did each acknowledge the within and foregoing Deed to be their respective act and deed;

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

Benjamin Ehrlich
NOTARY PUBLIC

My commission expires _____

BENJAMIN EHRLICH
NOTARY PUBLIC, State of New York
No. 41-6158950
Qualified in Queens County
Certificate filed in Westchester Co.
Commission expires March 30, 1958



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

THIS IS TO CERTIFY that on this 21st day of August, 1957, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Calvin W. Butler and Mary Butler, his wife, Evelyn Berry and Oliver Berry, her husband, Ruth K. Tabler and Lan W. Tabler, her husband, and did each acknowledge the within and foregoing Deed to be their/~~act~~^{respective} deed;

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

William P. [Signature]
NOTARY PUBLIC
My commission expires 5/15/59

STATE OF MARYLAND, Dorchester COUNTY, to wit:

THIS IS TO CERTIFY that on this 16th day of Sept., 1957, before the subscriber, a Notary Public of the State of Maryland, in and for Dorchester County, personally appeared Eugene Butler and Anne Butler, his wife, and did each acknowledge the within and foregoing Deed to be their respective act and deed;

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

[Signature]
NOTARY PUBLIC
My commission expires 7/14/59

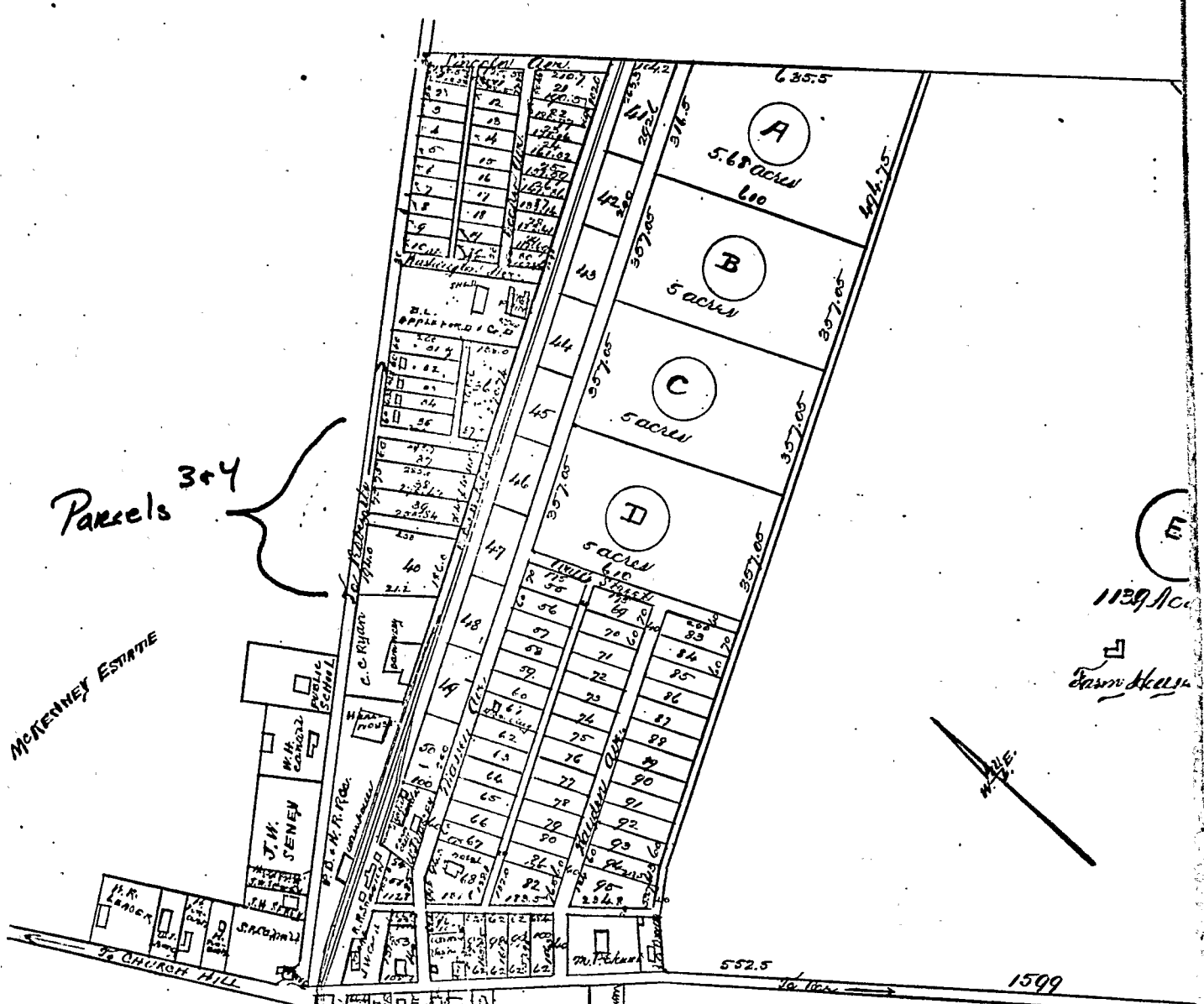
STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

THIS IS TO CERTIFY, that the foregoing was truly taken and copied from Liber TSP 38 folio 127, 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 4th day of August, 1980.



Marguerite W. Mankin
Marguerite W. Mankin, Clerk of Circuit Court for Queen Anne's County.



Parcels 3 & 4

McKENNEY ESTATE

1129 Ac
Farm House



Plot
Showing Coe's Sub-
division of the
Brown-Bairdfield Land at
Station Queen Anne's County
Scale 1 inch = 120 feet. May 16 1913. F.E. Scher

PLAINTIFF'S "EXHIBIT B"

Contract of Sale

Approved by the Maryland Association of Real Estate Boards

(This is a legally binding contract; if not understood, seek competent advice.)
NOTICE TO BUYER: You are entitled to select your own attorney for title examination and settlement, and your own title insurance or excrow company if appropriate.

This Agreement of Sale, made this 20th day of October, 1978, by and between G. Harvey Scott, Seller, whose address is Price, Maryland 21656 and Harry J. Bramble & Joseph F. Bramble, Purchaser, whose address is Millington, Maryland & Box 547, Rt. 1, Chestertown, Md.

Witnesseth, that the Seller does hereby bargain and sell unto the said Purchaser, and the latter does hereby purchase from the former, the following described property, situate in Second Election District, Queen Anne's County, State of Maryland viz:

AND CONSISTING OF all that parcel and lot of land, lying and being on the East side of Rabbit Hill Road at Price, Maryland and being more fully described in a Deed of Record, Recorded in Liber TSP 38, folio 127, one of the Land Record Books for Queen Anne's County aforesaid, and containing in all 2 acres, more or less, being parcel no. 3 and no. 4 in the aforesaid deed.
TOGETHER WITH all the improvements therein and thereon.

with improvements thereon known as _____

~~XX~~

and windows venetian blinds shades _____

and all trees, shrubs and plants: as now installed on the premises, except as follows: _____

at and for the price of FOUR THOUSAND _____

_____ Dollars (\$ 4,000.00),

of which FOUR HUNDRED _____ Dollars (\$ 400.00)

have been paid in the form of check

prior to the signing hereof, and the balance to be paid as follows: Cash or certified check at the time of settlement. Settlement is to be held at the office of STAFFORD & CLEMENTS, REALTORS, Sudlersville, Maryland or at another place mutually agreeable with the parties hereto.

SELLER warrants that this lot will pass 2 percolation tests by the County Health Department. SELLER agrees to make percolation tests at SELLER'S expense.

This contract is contingent upon PURCHASERS getting subdivision approval to make 2 building lots.

In the event that these two contingencies are not met, this contract will become null and void at the end of 60 days, and deposit money will be returned to PURCHASERS.

(Over)

" PLAINTIFF'S EXHIBIT C "

Settlement to be made on or before 60 days

And upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurances shall be executed at the Purchaser's expense by the Seller, which shall convey the property to the Purchaser. Title to be good and merchantable, free of liens and encumbrances except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the property is located, and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property.

If the Purchaser shall fail to make full settlement, the deposit herein provided for may be forfeited at the option of the Seller, in which event the Purchaser shall be relieved from further liability hereunder unless the Seller notifies the Purchaser and the Agent in writing within 15 days from the date provided for settlement herein of his election to avail himself of any legal or equitable rights, other than the said forfeiture, which he may have under this contract. In the event of forfeiture of the deposit, the Seller shall allow the Agent one-half thereof as a compensation for his services.

~~XXXXXX~~ taxes ~~XXXXXX~~ and all other public charges on an annual basis against the premises shall be apportioned as of date of settlement, at which time possession shall be given, unless otherwise agreed upon herein. Cost of all documentary stamps required by law, recordation tax and transfer tax, where required by law, shall be ~~XXXXXX~~ paid by PURCHASER.

It is agreed that the Seller shall cause the fire and casualty insurance policies now in force on the above described property to be endorsed at once so as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this contract; the amount of fire insurance now in effect is \$ -0-. The herein described property is to be held at the risk of the Seller until legal title has passed or possession given.

The principals to this contract mutually agree that it shall be binding upon their respective heirs, executors, administrators or assigns; that this contract contains the final and entire agreement between the parties hereto, and that they shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained; time being of the essence of this agreement.

The Seller recognizes STAFFORD & CLEMENTS, REALTORS as the Realtor negotiating this contract and agrees to pay to said Realtor a brokerage fee for services rendered amounting to 10% of the sales price, ~~plus one-half of the amount of the annual ground rent, if any,~~ and the party making settlement is hereby authorized and directed to deduct the aforesaid brokerage fee from the proceeds of sale and pay same to Realtor. The entire deposit shall be held by the Realtor as agent for Seller in a special agency account until settlement hereunder is made.

~~Witness~~ the hands and seals of the parties hereto the day and year first above written.

Executed in triplicate.

Witness — As to Seller's Signature

[Signature]

Witness — As to Seller's Signature

[Signature]

Witness — As to Buyer's Signature

[Signature]

Witness — As to Buyer's Signature

Seller's Signature (SEAL)

[Signature] (SEAL)

Seller's Signature

[Signature] (SEAL)

Buyer's Signature

[Signature] (SEAL)

Buyer's Signature

LIBER

LANDS OF
WARREN K.
BROOKS
CWC 97/328

1" = 60'
BLK 1961
REVIS'D
DECEMBER 1972
JANUARY 1979

RABBIT HILL ROAD

1.509 ACRES ±

PAPER ROAD

PARCEL 4

PARCEL 3

.982 ACRES ±

LANDS OF
TERESA BULL
CWC 94/57

PENNSYLVANIA RAILROAD RIGHT OF WAY

SURVEYED BY

WATSON AND SON

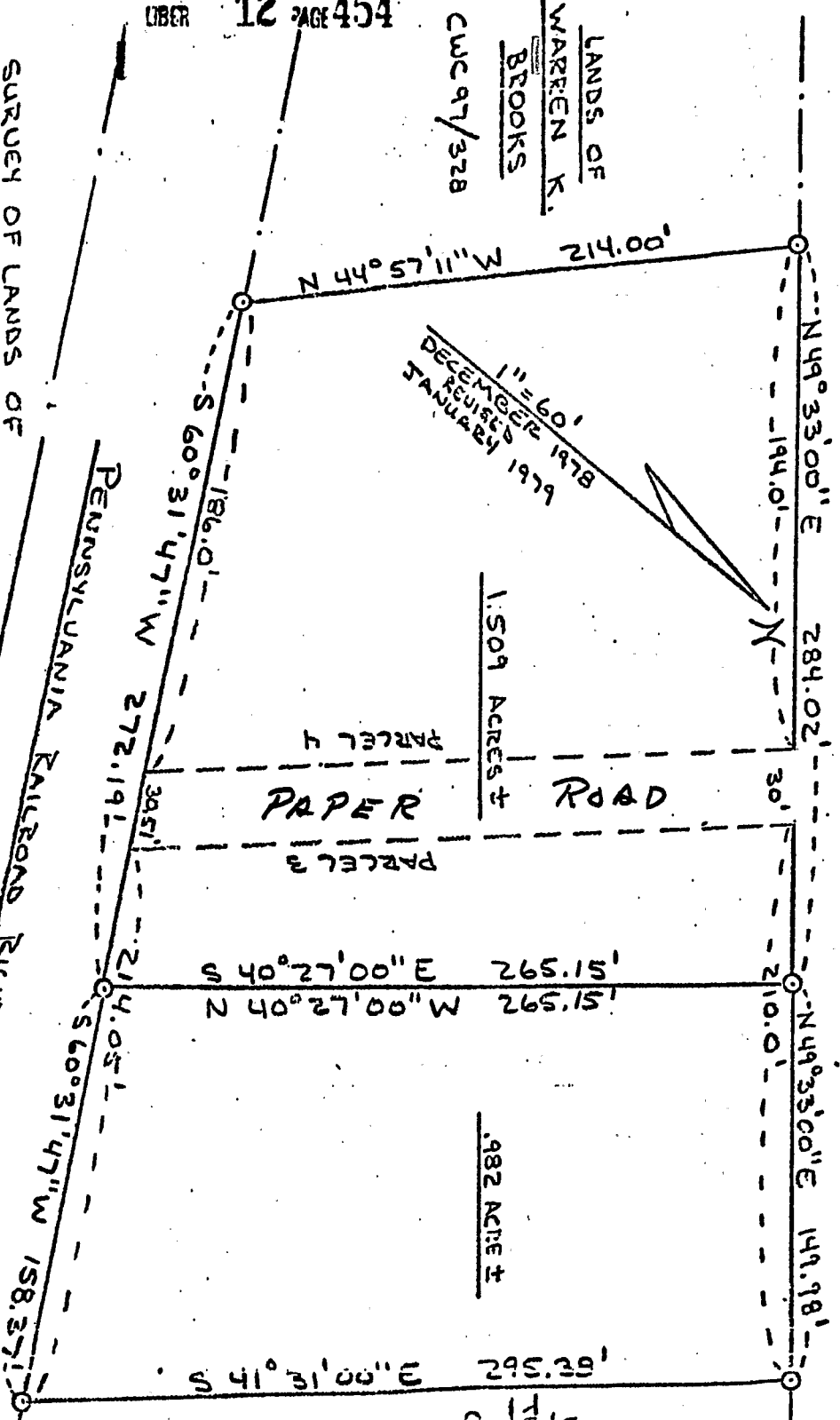
108 BROADWAY

CENTREVILLE, MD.

O DENOTES IRON PIPE

SURVEY OF LANDS OF
GEORGE HARVEY SCOTT
PARCELS NO. 3 AND 4
SECOND ELECTION DISTRICT
PRICES STATION
QUEEN KINGS COUNTY, MD.
DEED REF. TSP 38/127

PLAINTIFFS
EXHIBIT D



THIS DEED, made this 14 day of April, in the year nineteen hundred and seventy-nine, by and between GEORGE HARVEY SCOTT, party of the first part; and HARRY J. BRAMBLE and JOSEPH F. BRAMBLE, parties of the second part.

WITNESSETH, that for and in consideration of the sum of One Dollar (\$1.00), and other valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said parties of the second part, as tenants in common, and not as joint tenants, their heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that lot or parcel of land situate at Price's Station in the Second Election District of Queen Anne's County, State of Maryland, being more particularly designated as Lot No. 1, containing 0.982 acres of land, more or less, in accordance with a survey by Watson and Son, a plat of which is entitled "Survey of Lands of George Harvey Scott" is recorded immediately hereafter and incorporated herein by reference.

BEING a part of Parcel No. 3 as set forth in a deed from James Frank Scott, et al. to George Harvey Scott, dated June 3, 1957 and recorded in Liber T.S.P. No. 38, folio 127 of the Land Records of Queen Anne's County.

THIS CONVEYANCE is subject to the existing easements, rights of way and agreements for roadways, electric transmission lines and telephone lines and the service and maintenance thereof.

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 parties of the second part, as tenants in common and not as joint tenants, their heirs and assigns, in fee simple, forever.

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

WITNESS the hand and seal of the said Grantor.

WITNESS:

Marcy J. Quinn

George Harvey Scott (SEAL)
George Harvey Scott

LAW OFFICES
PRICE & FOSTER

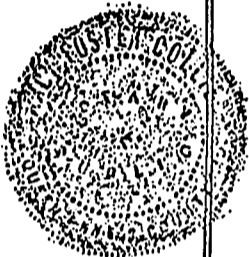
PLAINTIFF'S
EXHIBIT E
3 pages

STATE OF MARYLAND)
QUEEN ANNE'S COUNTY)

TO WIT:

I HEREBY CERTIFY, that on this 4th day of April 1979, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared George Harvey Scott, and he acknowledged the foregoing Deed to be his respective act; and further made oath in due form of law that the consideration passed and paid in full in this transaction is \$2,000.00.

WITNESS my hand and Notarial Seal.



Marcy J. Coelin
Notary Public

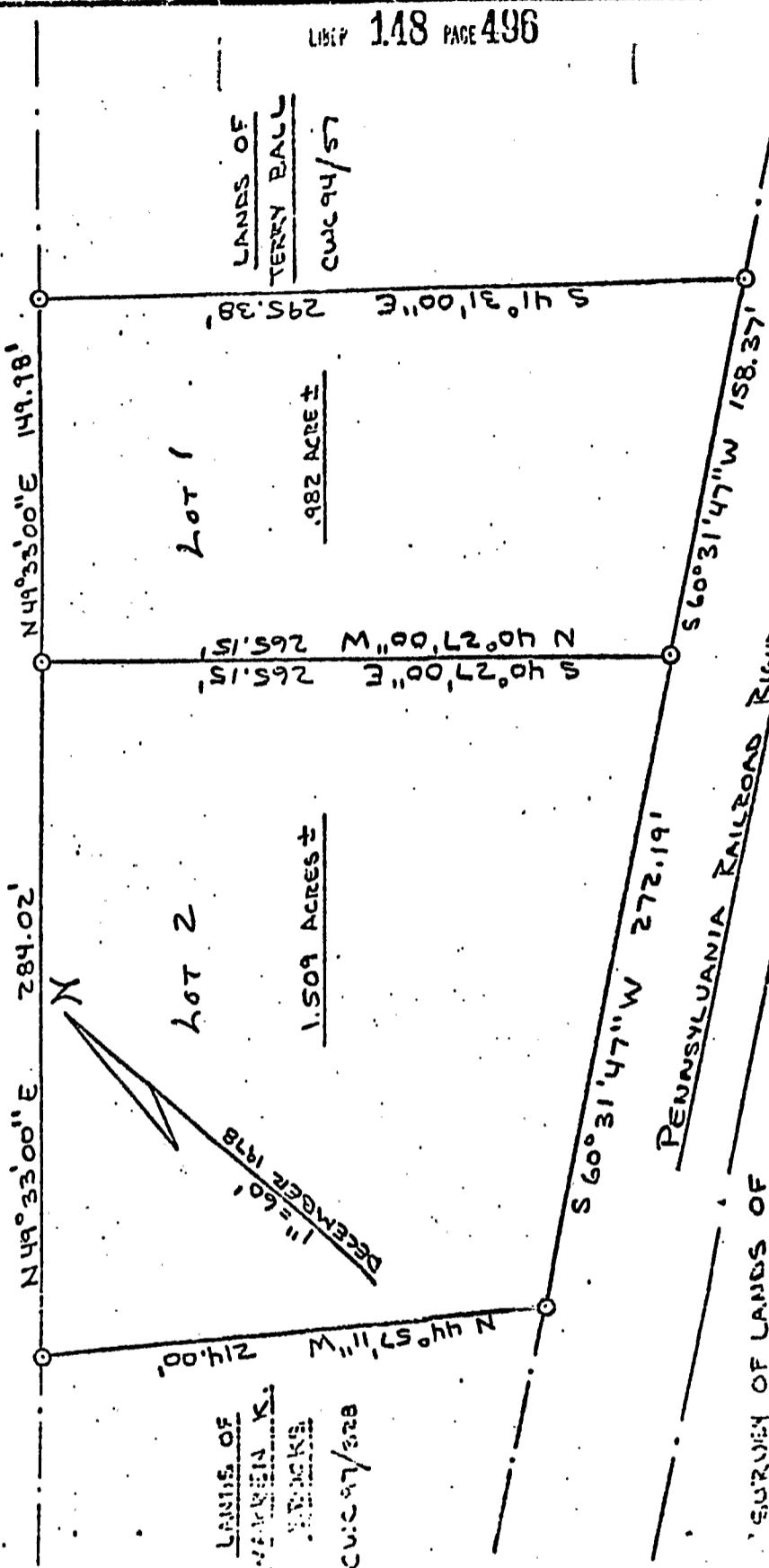
My commission expires: 7-1-82

RECORDED
CLERK, CIRCUIT COURT
1979 APR -4 PM 3:07
QUEEN ANNE'S COUNTY

APR-4-79 * 26741 *****28.60
APR-4-79 A 26741 *****10.00
APR-4-79 A 26740 *****6.60
APR-4-79 A 26739 *****12.00

PLAINTEXT
EX E

RABBIT HILL ROAD



LANDS OF
TERRY BALL
CWC 94/57

Lot 1

.982 ACRES ±

Lot 2

1.509 ACRES ±

LANDS OF
WALKER K.
STUCKS
CWC 97/328

PENNSYLVANIA RAILROAD RIGHT OF WAY

SURVEYED BY

WATSON AND SON

108 BROADWAY

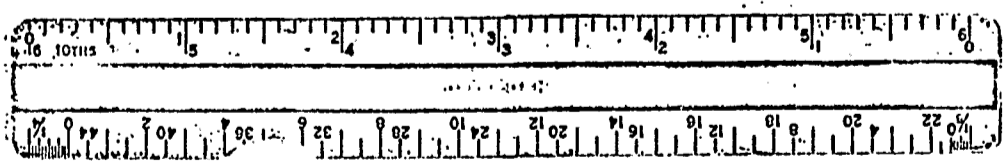
CENTREVILLE, MD.

O DENOTES IRON PIPE



SURVEY OF LANDS OF
GEORGE HARVEY SCOTT
PARCELS NO. 3 AND 4
IN ELECTION DISTRICT
PRICE STATION
CUMMINGS COUNTY, MD.

REC'D REG. TSP 58/127



pd Ex. E

G. HARVEY SCOTT

Plaintiff

vs.

HARRY J. BRAMBLE, ET AL.

Defendants

* * *

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY NO. 6717

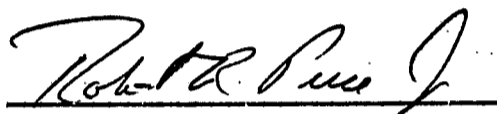
* * *

AUG -5-80 * 23638 *****57 00

AUG -5-80 A 23638 *****57 00

Dear Madam Clerk:

The Defendants in this case are represented by J. Donald Braden, Esq. and I request Summons be delivered directly to Mr. Braden.



Robert R. Price, Jr.
Attorney for Plaintiff
103 Lawyers Row
Centreville, Maryland 21617
(301) 758-1660

CLERK
1980 AUG -5 PM 3: 27
QUEEN ANNE'S COUNTY

LAW OFFICES
PRICE & FOSTER

8899

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS;

September Return Day

File No. 6717

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:

HARRY J. BRAMBLE
Box 547, Route 1
Chestertown, Maryland 21620

SERVE ON: J. DONALD BRADEN, ESQUIRE

You are hereby summoned to the Circuit Court for Queen Anne's County to the
September Return Day of this Court, to answer an action at the

suit of G. HARVEY SCOTT
Price, Maryland 21656

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

Issued 5th day of August, 19 80.

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 September 16, 1980, 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 R. Price, Jr.

103 Lawyers Row

Address: Centreville, Maryland 21617

(301) 758-1660

Name:

Address:

Margaret H. Franklin
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 7 day of August, 19 80, I executed service
of process upon J. Donald Braden
by delivering and leaving with him a copy of the summons and pleadings.

Deputy Sheriff of Queen Anne's County

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: September Return Day
File No. 6717
Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: JOSEPH F. BRAMBLE
Box 547, Route 1
Chestertown, Maryland 21620
SERVE ON: J. DONALD BRADEN, ESQUIRE

You are hereby summoned to the Circuit Court for Queen Anne's County to the
September Return Day of this Court, to answer an action at the
suit of G. HARVEY SCOTT
Price, Maryland 21656

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

Issued 5th day of August, 19 80.

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 September 16, 1980, 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 R. Price, Jr.
103 Lawyers Row
Address: Centreville, Maryland 21617
(301) 758-1660
Name:
Address:

Margaret H. Braden
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 7 day of August, 19 80, I executed service of process upon J. Donald Braden by delivering and leaving with him a copy of the summons and pleadings.

Dennis L. Walls
Deputy Sheriff of Queen Anne's County

16.0 AUG - 8. PM 1:02

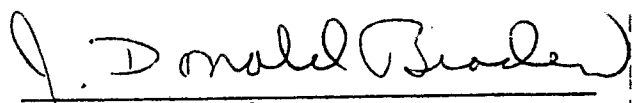
G. HARVEY SCOTT	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
HARRY J. BRAMBLE and	*	QUEEN ANNE'S COUNTY
JOSEPH F. BRAMBLE	*	IN EQUITY
Defendants	*	Chancery No. 6717
* * * * *	*	

ANSWER TO BILL FOR SPECIFIC PERFORMANCE

Harry J. Bramble and Joseph F. Bramble, Defendants, by J. Donald Braden, their attorney, in answer to the Bill of Complaint for Specific Performance filed by G. Harvey Scott say:

1. The Defendants admit all the allegations of the Bill of Complaint for Specific Performance.

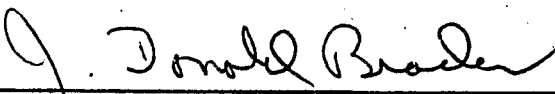
2. Further answering they aver that there is a substantial uncertainty as to the effect of the matters stated in Paragraph No. 4 of the Bill of Complaint for Specific Performance on the legal ownership of a material part of the property involved by the Plaintiff, and that the failure and refusal of the Defendants to perform are legally justifiable by the inability of the Plaintiff to convey to them a good and merchantable fee simple title to all of the property involved.


 J. Donald Braden
 Farmers National Bank Building
 Centreville, Maryland 21617
 758-2828
 Attorney for the Defendants

CERTIFICATE OF SERVICE

I hereby certify that on this 12th day of August, 1980, I mailed a copy of the foregoing Answer, postage prepaid, to the office of Robert R. Price, Jr., Esquire, 103 Lawyers

Row, Centreville, Maryland 21617, attorney for the Plaintiff.



J. Donald Braden
Attorney for the Defendants

G. HARVEY SCOTT	:	IN THE CIRCUIT COURT FOR
PLAINTIFF	:	QUEEN ANNE'S COUNTY
VS.	:	
HARRY J. BRAMBLE	:	IN EQUITY
JOSEPH J. BRAMBLE	:	CHANCERY NO. <u>6717</u>
DEFENDANTS	:	

DEPOSITIONS

The undersigned, Vachel A. Downes, Jr., one of the Examiners, Circuit Court for Queen Anne's County, In Equity, at the request of Robert R. Price, Jr., Solicitor for the above Complainant, did, at the office of the said Robert R. Price, Jr., 103 Lawyer's Row, Centreville, Maryland, on Tuesday, August 12th, 1980, at 2 o'clock p.m., after swearing the witnesses and the stenographer, Marcy F. Collier, proceed to take the depositions; and I do further certify that I did not deem it necessary for me to examine any of the witnesses, there being no unusual or irregular circumstances in the taking of the said depositions or in the conduct of the proceedings.

DATE: August 25, 1980

Vachel A. Downes Jr.
Vachel A. Downes, Jr.,
Examiner.

RECEIVED IN 31
QUEEN ANNE'S COUNTY

The first witness, George Harvey Scott, Price, Maryland, after being sworn in, did depose and say:

QUESTIONS BY ROBERT R. PRICE, JR., ATTORNEY FOR THE SAID GEORGE HARVEY SCOTT:

- Q. State your name and address.
- A. George Harvey Scott, Price, Maryland.
- Q. Mr. Scott, how old are you?
- A. I am 79, born in 1901.
- Q. How long have you lived in Price?
- A. All my life, except for 2 or 3 years when I was working away. My family lived in Price, when I grew up.
- Q. Who was James T. Scott?
- A. He was my father and he lived in Price all his life until he died in 1934.
- Q. Mr. Scott, I show you a deed marked "Pl's. Exh. A" and ask you to identify it?
- A. It is a deed dated June 3, 1957, where I acquired title to land in Price from my brothers and sisters. This was land my father, James T. Scott, owned when he died in 1934 and it passed to me and my mother and brothers and sisters and I bought them out in 1957 after my mother died in 1955.
- (Mr. Price offered into evidence a copy of the deed and marked it "Examiner's Exhibit A".)
- Q. Referring to Parcels 3 and 4 of Exhibit A, there is reference to these parcels being lots on a plat of Cooper's Subdivision. Are you familiar with this plat?
- A. I have seen the plat and heard of it also, but these parcels were always one piece and never separated into any lots.
- Q. I ask you if you can identify Plaintiff's Exhibit B?
- A. Yes, this is a copy of what I've been told is the plat of Cooper and it shows the lay out of Price. The lots in Parcel 3 are No. 37, 38 and 39 and the lot in Parcel 4 is No. 40.
- (Mr. Price offered into evidence a copy of the plat and marked it "Examiner's Exhibit B".)
- Q. In referring to Exhibit B, does it also show a road or alley between Lot 39 and 40?
- A. It shows some type of alley or road from Rabbit Hill Road to the Railroad, but I never heard of this until the surveyor told me after I sold the land to the Brambles.
- Q. Describe Parcels 3 and 4 as you have always known them.
- A. Well, my father owned them as long as I can remember and there have never been any buildings on them. The parcels have always been one piece and on part of about an acre was titled by my father and the other part he pastured a cow in. Since my father died I have let a man, a friend of mine with only one arm, use the cleared part for a garden and the other part has grown up in a thicket.

Q. Mr. Scott, I hand you Plaintiff's Exhibit C and ask you if you can identify it.

A. Yes, it is a copy of the Contract of Sale where I sold Parcels 3 and 4 to Mr. Bramble and his brother and they were going to divide it up into two building lots.

(Mr. Price offered into evidence a copy of the Contract of Sale and marked it "Examiner's Exhibit C".)

Q. Were Parcels 3 and 4 surveyed as a result of the Bramble Contract?

A. Yes they were so the two lots could be laid out and it was then the surveyor said there was a paper road between Lots 39 and 40. I was the first time I heard the name paper road and the first I ever knew of any road as this was always one piece as far as I know.

Q. I hand you Plaintiff's Exhibit D and ask you to identify it.

A. It is a plat of the survey where the two lots were laid out and it shows where the surveyor said a paper road ran through the middle of what was one of the lots.

(Mr. Price offered into evidence a copy of the plat and marked it "Examiner's Exhibit D").

Q. I now hand you Plaintiff's Exhibit E and ask you to identify it.

A. It is a deed I signed to the Brambles for the good lot and there is a plat that was with it which shows the good lot to be Lot 1. (Mr. Price offered into evidence a copy of deed & marked "Examiner's Exhibit

Q. How much was paid to you for Lot No. 1? ("E").

A. They paid me \$2,000. or half the total price.

Q. Why didn't you settle for Lot No. 2?

A. The Brambles told me the paper road was a title question and their attorney was going to get it cleared up and we would settle later for the other \$2,000. They want to settle, but we've been a long time trying to get it cleared up.

Q. Were both lots perced and did you get subdivision approval?

A. Yes they both passed the perc test and the subdivision was approved, but we still had the title problem as they wanted to build a home just where the paper road was.

Q. Did you and the Brambles agree to extend the Contract of Sale to clear up the title problem to Lot No. 2?

A. Yes, we did.

Q. Can you identify this paper.

A. Yes, it is the extension for Lot 2.

(Mr. Price offered into evidence a copy of the Extension and marked it "Examiner's Exhibit F").

Q. Now I want you to tell me anything you know of this paper road between Lots 39 and 40?

A. I don't know anything about it because I never knew it was there until this came up and it was surveyed. Where the road is shown on the plat has always been part of the pasture land and for years it has been grown up in trees. There is nothing to go down any road for because it ends at the railroad lands and there is nothing there and never has been anything there. It has always been just one piece of ground since I've known it.

Q. And how many years is that?

A. Since I was a boy over 60 years ago.

Q. Have you ever heard of anyone crossing this land where the road is located or claiming any right to cross it?

A. No there wasn't any road and no one has ever made any claim to any of this land. It has been in my family for about 60 years and everyone knew it was our land and we paid taxes on it.

Q. Do you know when your father acquired title to these lands?

A. Only from what is on the deed from my brothers and sisters where it says he got title to Parcel 3 in 1915 and Parcel 4 in 1920.

Q. Is this what you remember as approximately the dates he acquired title?

A. Yes.

Q. Since the dates your father acquired title and down to the time you sold to the Brambles, has your family always possessed this land?

A. Yes it has always been ours and we used it for what I said before. No one else has ever used it unless they asked for a garden or something.

The second witness, Samuel J. Kimbles, Sr., Price, Maryland, after being sworn in did depose and say:

Q. State your name and address.

A. Samuel J. Kimbles, Sr., Price, Maryland.

Q. How long have you lived in Price?

A. About 34 years and before that we farmed nearby and hauled milk to the cooler and grain to the mill.

Q. Have you heard the testimony of Mr. George Harvey Scott regarding his ownership of the lands described as Parcel No. 3 and No. 4?

A. Yes.

Q. Are you familiar with these parcels?

A. Yes I have known where the piece is for about 50 years and I knew the Scott family has always owned it.

Q. Would you describe the land as you have known it?

A. It has always been a vacant piece of property which was tilled at one end once and where there has been a garden. The rest of it was used for pasture but it has grown up. I have rabbit hunted on it. There never has been any buildings on it.

Q. Were you aware of the Cooper plat setting out lots in Price which is Exhibit B?

A. I have been looking at it here and I saw one tasked up in Swan's Store many years ago but I don't know much about it.

Q. Do you see the road or alley between Lots 39 and 40?

A. Yes, but there has never been any type of road, alley or anything on the land since I've known it. The road wouldn't go anywhere except to the train tracks.

Q. Have you ever seen or heard of anyone crossing the Scott parcels where the road is laid out?

A. No.

Q. Have you ever heard anyone claim they had a right to go over the road or the Scott parcel?

A. No.

Q. Has the Scott family always been in possession of this property since you have known it?

A. Yes it was always Scott property and everyone knew it. They used it for gardening and pasture and when we hunted there we would ask them. Nobody had any doubts or questions about who owned it or had any questions about any road being there.

Q. How far do you live from this property?

A. I live right around the block and I would have heard or known if there was ever any question.

There being no further witnesses to be examined, the Examiner here-
with makes his return to the depositions of the respective witnesses,
and the costs chargeable to the Complainant are as follows:

Vachel A. Downes, Jr., Examiner-----\$ 25.00
Marcy F. Collier----- 35.00

And I further certify that said depositions were commenced at
2:00 p.m. and were completed at 2:45 p.m.

DATE FILED:

August 25, 1980

Vachel A. Downes, Jr.
Vachel A. Downes, Jr., Examiner

39,987

LIBER 38 PAGE 127

RECEIVED FOR RECORD Nov. 20, 1957

THIS DEED, made this 3rd day of June, 1957, by JAMES FRANK SCOTT and LINDA SCOTT, his wife, of Yeadon, Pennsylvania, CHARLES FORD SCOTT and JESSIE SCOTT, his wife, of Philadelphia, Pennsylvania, ALTON B. SCOTT ~~and~~ ~~XXXXXXXXXXXXXXXXXXXX~~ of Queen Anne's County, Maryland, NELSON ANDOLPH SCOTT and DOROTHY SCOTT, his wife, of Martinsville, Virginia, ELEANOR S. DOTZ and EMIL A. DOTZ, her husband, of Yonkers, New York, CALVIN W. BUTLER and MARY BUTLER, his wife, EVELYN P. BERRY and OLIVER BERRY, her husband, RUTH B. TABLET and DAN H. TABLET, her husband, and EUGENE BUTLER and ANNE BUTLER, his wife, all of Queen Anne's County, Maryland, hereinafter called GRANTORS and George Harvey Scott, single, of Queen Anne's County, Maryland, hereinafter called GRANTEE, witnesseth:

THAT for and in consideration of the sum of One Dollar, and other good and valuable considerations, the said Grantors do hereby grant and convey unto the said George Harvey Scott, his heirs and assigns, absolutely and in fee simple, all of the Grantors' rights, titles, interests and estates, of in and to the following described real estate, to wit:

PARCEL NO. 1

ALL those four several lots of land situate at Prices Station in the Second Election District of Queen Anne's County, Maryland, having a frontage of Sixty (60) feet each on Hayden Avenue and running back to an alley a depth of one hundred and seventy-five (175) feet, being designated as Lots Nos. 78, 79, 80 and 81 on the Plat of Coopers Subdivision of the Brown - Faithful Land which Plat is recorded in Liber WFW No. 3, folio 370, a Land Record Book for Queen Anne's County; said real estate being the same conveyed to James T. Scott by Harvey L. Cooper and wife by Deed dated July 3, 1913, recorded in Liber WFW No. 4, folio 63,

PARCEL NO. 2

ALL that lot or parcel of land situate at Prices Station in the Second Election District of Queen Anne's County, Maryland, on Hayden Avenue and designated as Lot No. 82 on the Plat of Coopers Subdivision of the Brown - Faithful Land above mentioned, said lot having been conveyed unto James T. Scott by Edwin H. Brown, Jr., and wife, by Deed dated December 21, 1915, recorded in Liber WFW No. 8, folio 250.

PARCEL NO. 3

ALL those three (3) lots or parcels of land, situate at Prices Station in the Second Election District of Queen Anne's County, Maryland, on the public road from Prices Station to Roberts and running back to the railroad and being designated as Lots Nos. 37, 38, and 39 on the Plat of Coopers Subdivision of the Brown-Faithful land, above mentioned, said three lots having been conveyed to James T. Scott by Samuel B. Tuttle and wife by Deed dated September 15, 1915, recorded in Liber WFW No. 8, folio 259.

PARCEL NO. 4

ALL that lot or parcel of land situate at Prices Station in the Second Election District of Queen Anne's County, Maryland, designated as Lot No. 40 on the Plat of Coopers Subdivision of the Brown - Faithful land, said real estate having been conveyed unto James T. Scott by Harvey L. Cooper and wife by Deed dated March 29, 1920, recorded in Liber JFR No. 4, folio 304.

TOWITH all the buildings and improvements thereon erected, made and being, and all of the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belong, or in anywise pertaining;

AND the said Grantors do hereby covenant to warrant and defend the Title to the real estate hereinbefore described, and to execute such other and further assurances thereof as may be requisite or necessary.

IN WITNESS WHEREOF the said James T. Scott did sign and possess of the aforesaid

-1-

B.D. TSP 38/127

Pl's Ex. A

Exam. Exh. A

LIBER 12 PAGE 469

real estate, intestate, in the year 1934, in Queen Anne's County, leaving surviving him a widow, Sarah F. Scott, and the following children as his only heirs at law, to-wit: Blanch S. Butler, James Frank Scott, Charles Ford Scott, Alton B. Scott, Nelson Randolph Scott, Eleanor S. Hatz and George Harvey Scott.

The said Blanch S. Butler died intestate November 19, 1952, leaving surviving her a husband Calvin W. Butler, who has since married and the three following children as her only heirs at law, to-wit: Evelyn B. Berry, Ruth B. Tabler and Eugene Butler.

The said Sarah F. Scott died, intestate in Queen Anne's County, January 24, 1955, leaving as her only heirs at law the same children and grandchildren above mentioned, the Grantors and Grantee herein.

WITNESS the hands and seals of the Grantors the day and year herein first above written.

WITNESS:

May S. West

James Frank Scott (SEAL)
James Frank Scott

May S. West

Linda Scott (SEAL)
Linda Scott

Charles Ford Scott

Charles Ford Scott (SEAL)
Charles Ford Scott

Jessie Scott

Jessie Scott (SEAL)
Jessie Scott

Margaret E. Jones

Alton B. Scott (SEAL)
Alton B. Scott

XXXXXXXXXXXX

XXXXXXXXXXXX (SEAL)
XXXXXXXXXXXX

William E. Prabson

Nelson Randolph Scott (SEAL)
Nelson Randolph Scott

William E. Prabson

Lorothy Scott (SEAL)
Lorothy Scott

Eleanor S. Hatz

Eleanor S. Hatz (SEAL)
Eleanor S. Hatz
BUTZ

Eugene Butler

Eugene Butler (SEAL)
Eugene Butler
BUTZ

Bessie D. Anthony

Calvin W. Butler (SEAL)
Calvin W. Butler

Bessie D. Anthony

Mary Butler (SEAL)
Mary Butler

Bessie D. Anthony

Evelyn B. Berry (SEAL)
Evelyn B. Berry

Bessie D. Anthony

Oliver Berry (SEAL)
Oliver Berry

Bessie D. Anthony

Ruth B. Tabler (SEAL)
Ruth B. Tabler

Bessie D. Anthony

Len M. Tabler (SEAL)
Len M. Tabler

J. Maurice Smith

Lugene Butler (SEAL)
Lugene Butler

J. Maurice Smith

Anne Butler (SEAL)
Anne Butler

Commonwealth of Pennsylvania, Delaware County, to wit:

THIS IS TO CERTIFY that on this 3rd day of June, 1957, before the subscriber, a Notary Public of the Commonwealth of Pennsylvania and for the Delaware County, personally appeared James Frank Scott and Linna Scott, his wife, and did each acknowledge the within and foregoing to be their respective act and deed;

In Testimony Whereof, I hereunto set my hand and Notarial Seal affix the day and year herein last above written.

Dellwyn L. Ferris
NOTARY PUBLIC
My commission expires Oct 1st 1958



129-NO. 7

In the Courts of Common Pleas of Delaware County

State of Pennsylvania
County of Delaware, ss:

I, Dellwyn L. Ferris, of the County of Delaware, Notary Public for said County, which said County is a part of the Commonwealth of Pennsylvania, being the officer authorized by the laws of the State of Pennsylvania to make the following certificate:

do Certify, That Dellwyn L. Ferris is a Notary Public for said County, Delaware County, Pennsylvania, and was at the time of so doing

a Notary Public for the Commonwealth of Pennsylvania, residing in the County of Delaware, and qualified and sworn to in accordance with the laws of the State of Pennsylvania, and that the same are duly recorded in said State of Pennsylvania, and in all places where the laws of the State of Pennsylvania are in force, and that I am well acquainted with the handwriting of the

said Notary Public, Dellwyn L. Ferris, and verify before me the same, and that the same are duly recorded in said State of Pennsylvania, and in all places where the laws of the State of Pennsylvania are in force, and that I am well acquainted with the handwriting of the

The impression of the seal of the Notary Public is not required by law to be on the foregoing instrument, whereof, I have hereunto set my hand and affixed the seal of said Court, this

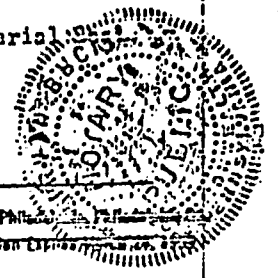
COMMONWEALTH OF PENNSYLVANIA:
PHILADELPHIA COUNTY :

THIS IS TO CERTIFY that on this 10th day of June, 1957, before the subscriber, a Notary Public of the Com. of Penna in and for Phila County, personally appeared Charles Ford Scott and Jessie Scott, his wife, and did each acknowledge the within and foregoing Deed to be their respective act and deed;

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

Irwin Bank
NOTARY PUBLIC

My commission expires _____
My Commission Expires _____



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

THIS IS TO CERTIFY THAT on this 2 day of Nov., 1957, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Alton B. Scott ~~and his wife~~ and ~~did each~~ acknowledge the within and foregoing Deed to be their respective act and deed;

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

Margaret E. Jones
NOTARY PUBLIC

My commission expires _____
My Commission Expires _____



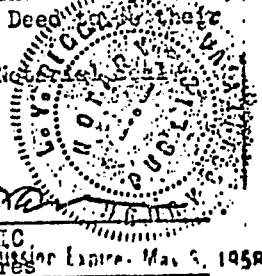
STATE OF VIRGINIA, HENRY County, to wit:

THIS IS TO CERTIFY that on this 21 day of June 1957, before the subscriber, a Notary Public of the State of Virginia in and for Henry County, personally appeared Nelson Randolph Scott and Dorothy Scott, his wife, and did each acknowledge the within and foregoing Deed to be their respective act and deed;

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

G. W. Riggan
NOTARY PUBLIC

My commission expires _____
My Commission Expires May 5, 1958



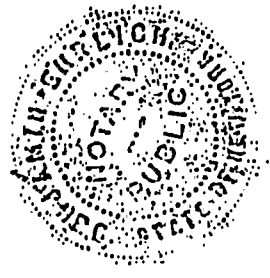
STATE OF NEW YORK, ~~Westchester~~ COUNTY, to wit:

THIS IS TO CERTIFY that on this 18 day of June, 1957, before the subscriber, a Notary Public of the state of New York, in and for Westchester County, personally appeared Eleanor S. Batz and Emil A. Batz, her husband, and did each acknowledge the within and foregoing Deed to be their respective act and deed;

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

Benjamin Ehrlich
NOTARY PUBLIC

My commission expires _____



BENJAMIN EHRLICH
NOTARY PUBLIC, State of New York
No. 41-6158950
Qualified in Westchester County
Commission Expires March 20, 1958

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

THIS IS TO CERTIFY that on this 21st day of August, 1957, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Calvin W. Butler and Mary Butler, his wife, Evelyn Berry and Oliver Berry, her husband, Ruth E. Tabler and Len E. Tabler, her husband, and did each acknowledge the within and foregoing Deed to be their/act and deed;

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

William P. ...
NOTARY PUBLIC
My commission expires 5/15/59



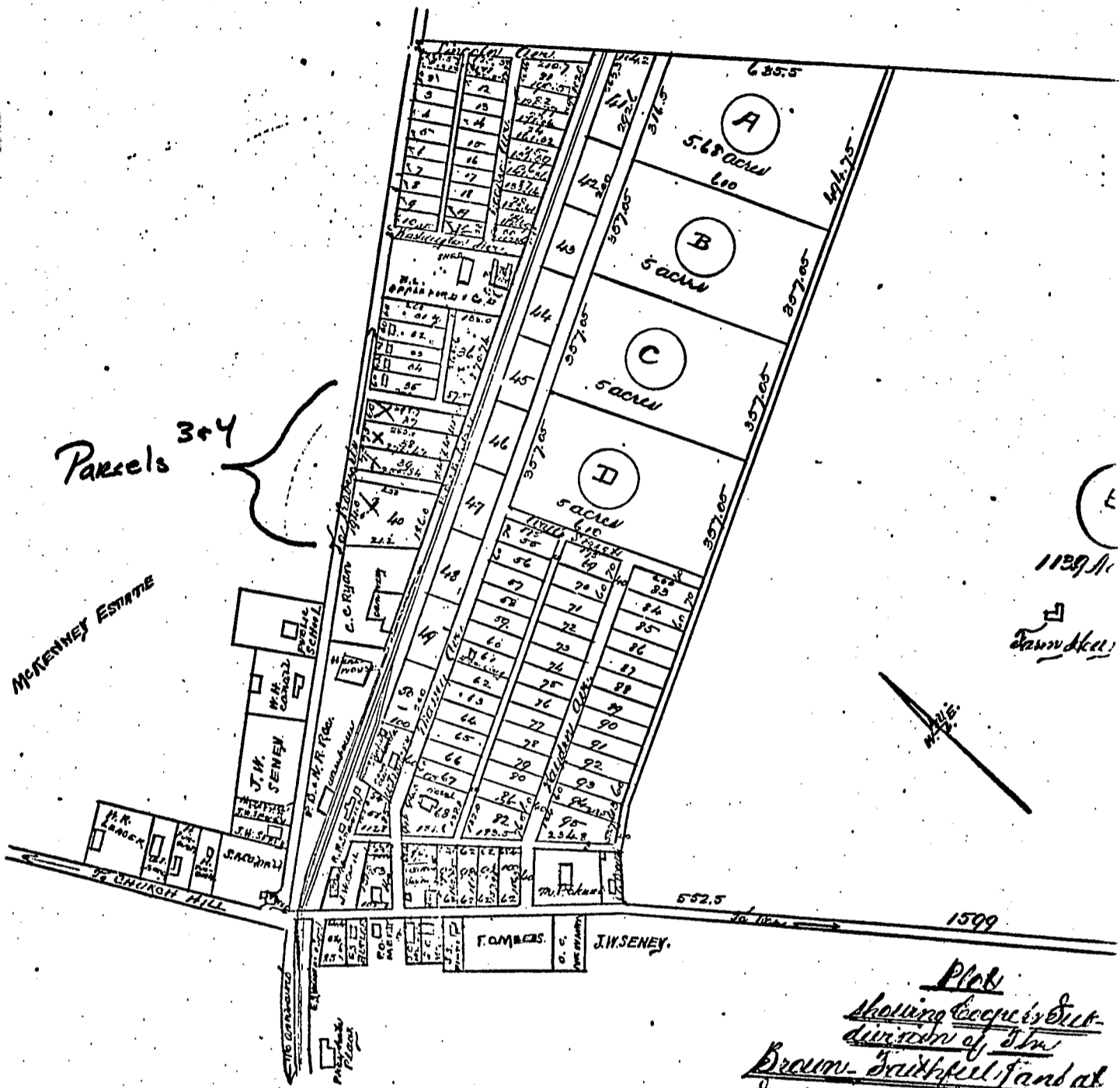
STATE OF MARYLAND, Dorchester COUNTY, to wit:

THIS IS TO CERTIFY that on this 16th day of Sept., 1957, before the subscriber, a Notary Public of the State of Maryland, in and for Dorchester County, personally appeared Eugene Butler and Anne Butler, his wife, and did each acknowledge the within and foregoing Deed to be their respective act and deed;

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

Eugene Butler
NOTARY PUBLIC
My commission expires 12/4/59





Parcels 3 & 4

MCKENNEY ESTATE

1139 ft
Sawndell

Plots
 showing Cooper's division of the
Brown - Smithfield land at
Station Quondam's place
 Early land = 120 feet. May 16 1919. J. E. Sch.

PLAINTIFF'S "EXHIBIT B"
 EXAMINER'S EXH. B

RABBIT HILL ROAD

LANDS OF
HARRIS K.
BROOKS
WC 97/328

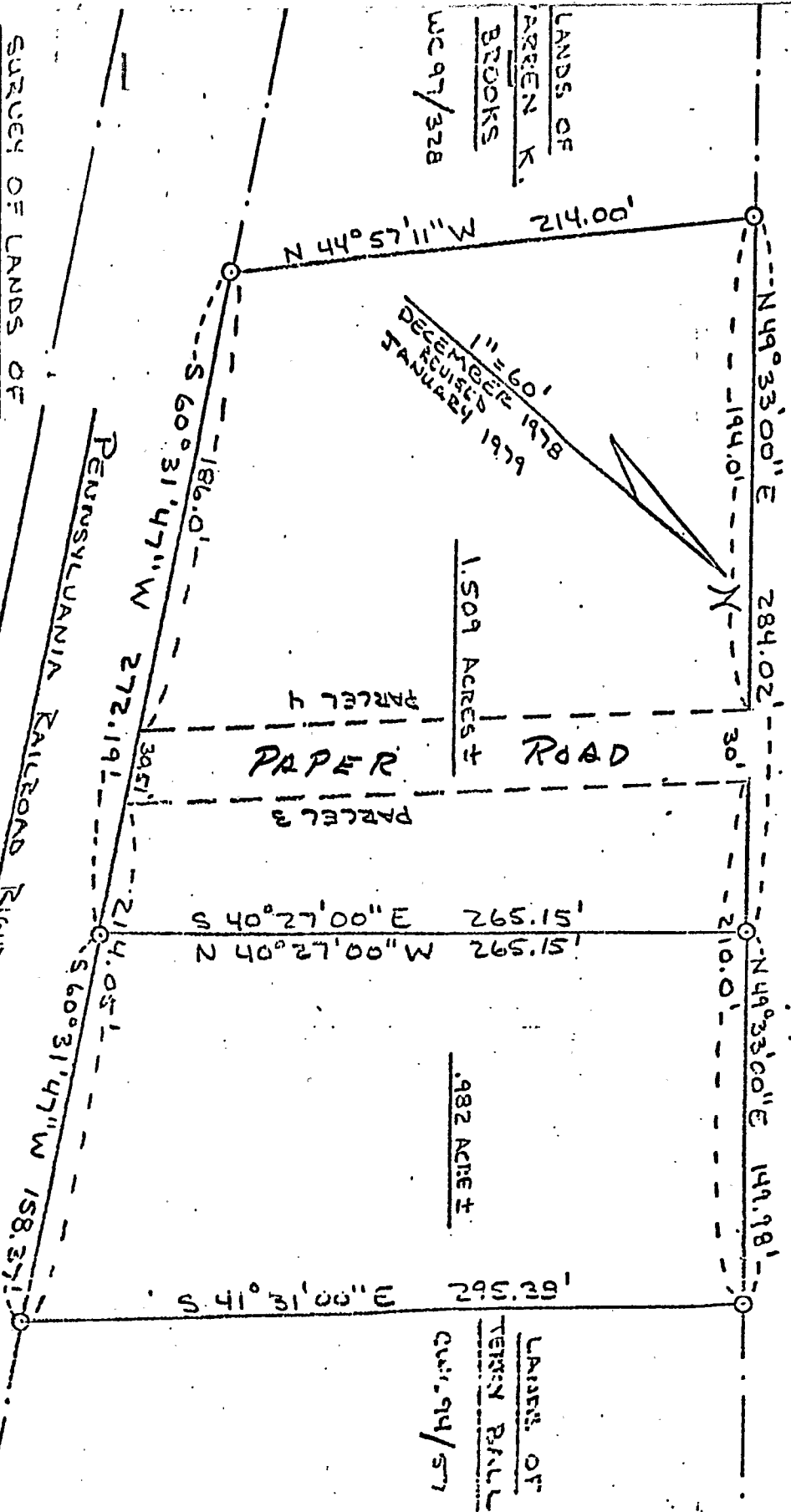
1" = 60'
DECEMBER 1978
REVISED
JANUARY 1979

1.509 ACRES ±

.982 ACRES ±

LANDS OF
TERRY BULL
WC 1.94/57

PAPER ROAD
PARCEL 1
PARCEL 2
PARCEL 3



SURVEY OF LANDS OF
GEORGE HARVEY SCOTT
PARCELS NO. 3 AND 4
SECOND ELECTION DISTRICT
PRICES STATION
QUEEN ANNES COUNTY, MD.

SURVEYED BY
WATSON AND SON
108 BROADWAY
CENTREVILLE, MD.

DEED REF. TSP 36/127

O DENOTES IRON PIPE

SK Ammer's E.A.D.

PLAINTIFF'S
EXHIBIT 2

THIS DEED, made this 14 day of April, in the year nineteen hundred and seventy-nine, by and between GEORGE HARVEY SCOTT, party of the first part; and HARRY J. BRAMBLE and JOSEPH F. BRAMBLE, parties of the second part.

WITNESSETH, that for and in consideration of the sum of One Dollar (\$1.00), and other valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said parties of the second part, as tenants in common, and not as joint tenants, their heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that lot or parcel of land situate at Price's Station in the Second Election District of Queen Anne's County, State of Maryland, being more particularly designated as Lot No. 1, containing 0.982 acres of land, more or less, in accordance with a survey by Watson and Son, a plat of which is entitled "Survey of Lands of George Harvey Scott" is recorded immediately hereafter and incorporated herein by reference.

BEING a part of Parcel No. 3 as set forth in a deed from James Frank Scott, et al. to George Harvey Scott, dated June 3, 1957 and recorded in Liber T.S.P. No. 38, folio 127 of the Land Records of Queen Anne's County.

THIS CONVEYANCE is subject to the existing easements rights of way and agreements for roadways, electric transmission lines and telephone lines and the service and maintenance thereof.

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 parties of the second part, as tenants in common and not as joint tenants, their heirs and assigns, in fee simple, forever.

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

WITNESS the hand and seal of the said Grantor.

WITNESS:

Marcy J. Quinn

George Harvey Scott (SEAL)
George Harvey Scott

LAW OFFICES
PRICE & FOSTER

PL'S
EX
E
EXAMINER'S EXH. E

STATE OF MARYLAND)
QUEEN ANNE'S COUNTY)

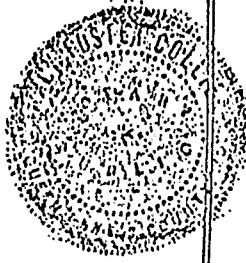
TO WIT:

I HEREBY CERTIFY, that on this 4th day of April 1979, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared George Harvey Scott, and he acknowledged the foregoing Deed to be his respective act; and further made oath in due form of law that the consideration passed and paid in full in this transaction is \$2,000.00.

WITNESS my hand and Notarial Seal.

Mary J. Coe
Notary Public

My commission expires: 7-1-82



RECORDED
CLERK. CIR. 11-1111
1979 APR -4 PH 3:07
QUEEN ANNE'S COUNTY

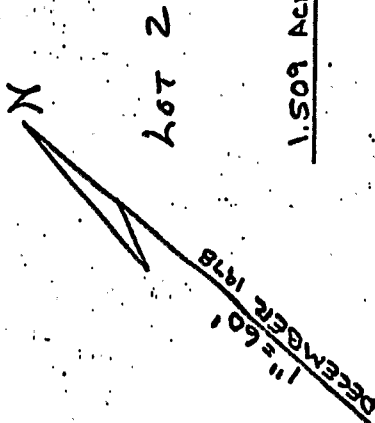
APR -4-79 * 26741 *****28.60
APR -4-79 A E26741 *****10.00
APR -4-79 A E26740 *****6.60
APR -4-79 A E26739 *****12.00

LAW OFFICES
PRICE & FOSTER

RABBIT HILL ROAD

N 49° 33' 00" E 284.02'

X



N 49° 57' 11" W 214.00'

LANDS OF
WARREN K.
BRACKS
CWC 97/228

1.509 ACRES ±

LOT 2

S 40° 27' 00" E 265.15'
N 40° 27' 00" W 265.15'

LOT 1

.982 ACRES ±

S 41° 31' 00" E 295.38'

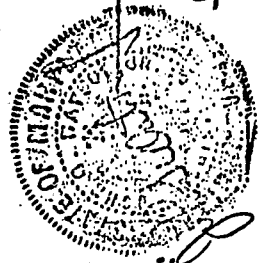
LANDS OF
TERRY BALL
CWC 94/57

S 60° 31' 47" W 272.191'

PENNSYLVANIA RAILROAD RIGHT OF WAY

S 60° 31' 47" W 158.371'

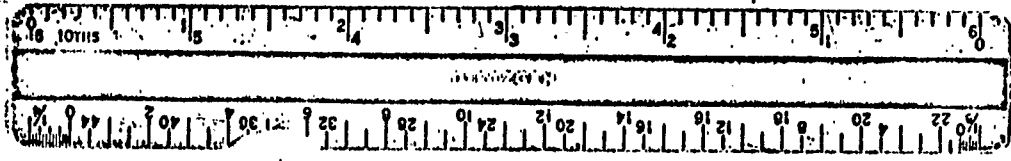
SURVEY OF LANDS OF
GEORGE HARVEY SCOTT
PARCELS NO. 3 AND 4
PRICE STATION
CUMMINGS COUNTY, M.D.



SURVEYED BY
WATSON AND SON
108 BROADWAY
CENTREVILLE, MD.

O DENOTES IRON PIPE

DEED REF. TSP 38/127



EXTENSION TO AGREEMENT OF SALE

The undersigned parties do extend their Agreement of Sale dated October 28, 1978, upon the same terms and conditions therein set forth, until such reasonable time as the title questions can be resolved.

WITNESS our hands and seals this 14 day of

Dec, 1978.

WITNESS:

John M. Price Jr.

G. Harvey Scott (SEAL)
G. Harvey Scott

Robert M. Price Jr.

Harry J. Bramble (SEAL)
Harry J. Bramble

Nicholas J. Bramble

Joseph F. Bramble (SEAL)
Joseph F. Bramble

Examined Exh. F

G. HARVEY SCOTT Price, Maryland	:	IN THE CIRCUIT COURT
Plaintiff	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
HARRY J. BRAMBLE and JOSEPH F. BRAMBLE Box 547, Route 1 Chestertown, Maryland 21620	:	IN EQUITY
Defendants	:	NO. <u>6717</u>

STIPULATION

IT IS HEREBY STIPULATED AND AGREED between Robert R. Price, Jr., Attorney for G. Harvey Scott, Plaintiff, and Donald J. Braden, Attorney for Harry J. Bramble and Joseph F. Bramble, Defendants, that the provisions of Rules 401 and 405 of the Maryland Rules of procedure relating to the taking of testimony and depositions are hereby waived and that testimony in this matter shall be taken on August 12, 1980, at 2:00 P.M. at the office of Robert R. Price, Jr., Centreville, Maryland, before Vachel A. Downes, Jr., Court Examiner.

AND IT IS FURTHER STIPULATED by the parties that the provisions of Rule 580 p requiring that depositions lie in Court for ten (10) days are hereby waived and that the case may be forthwith presented to the Court for a Decree.

Robert R. Price Jr
Robert R. Price, Jr.,
Attorney for Plaintiff

J. Donald Braden
Donald J. Braden,
Attorney for Defendants

CLERK
1980 SEP -9 PM 3:31
QUEEN ANNE'S COUNTY

G. HARVEY SCOTT : IN THE CIRCUIT COURT FOR
PLAINTIFF : QUEEN ANNE'S COUNTY
VS. : IN EQUITY, NO. 6717
HARRY J. BRAMBLE,
ET AL :
DEFENDANTS :

PLAINTIFF'S MEMORANDUM
AND AUTHORITIES

Real Property Article, Annotated Code of Maryland
Section 2-114- Title to street or highway where land binding
on it is granted Courts and Judicial Proceedings, Annotated
Code of Maryland - Section 5-103 - Adverse Possession.

Where specific performance of contract was decreed
in case involving alleged defective title to alley see -
Arcadia Invest. Corp. vs. Crown 190 Md 106 - (Copy attached).

106 ARCADIA INVEST. CORP. v. C. C. & S. CO.

Syllabus.

[190 Md.

statute. In short, plaintiff's asserted right [to admit-
tance] must rest either upon common law or upon statu-
tory provision. No such right existed at common law,
and the Legislature has not chosen to create one. Civil
Rights Law, §§ 40, 40-b." 72 N. E. 2d at pages 699, 700.
This view of the common law and New York racing legis-
lation, we think, is applicable in Maryland to the common
law and the Racing Commission law.

Decree affirmed, with costs.

ARCADIA INVESTMENT CORPORATION, INC. v.
CROWN CORK & SEAL CO., INC.

[No. 104, October Term, 1947.]

*Parties—Proper but Not Necessary in Suit for Specific Per-
formance of Contract for Sale of Land, etc.—Courts—Decisions,
if Facts Sufficient—Deeds Prior to Act of 1892, ch. 684.*

Successors of record owners of real property are proper,
but not necessary, parties in a suit by a vendor for specific
performance of a contract for the sale of the property and for
a declaratory decree that his title is merchantable, and, in
the suit, the vendee admits the facts of adverse possession
upon which the vendor bases his claim to title and which, the
court finds, show the adverse possession clearly. p. 109

Courts cannot guarantee titles, and it is always a possi-
bility, although generally a remote one, that in subsequent
proceedings where other parties present different facts, dif-
ferent results may be obtained. But, this possibility does not
prevent a decision between vendor and vendee when the facts
presented are sufficient. p. 109

A deed, executed prior to the Act of 1892, ch. 684 and which
called only to an alley, did not pass title to the center of the
alley. p. 108

ARCADIA INVEST. CORP. v. C. C. & S. CO. 107

106]

Opinion of the Court.

These rules applied in a suit by a vendor for specific per-
formance of a contract for the sale of a whole block in Balti-
more, to all of which the vendor had record title except the
centers of certain alleys which two prior record owners of
adjacent lots in the block, now dead, had not included in
deeds for their lots, executed prior to Act of 1892, ch. 684.
Since 1916, these alleys had been closed by buildings erected
upon them, an iron fence, and a passageway across part of
one of them. Admitting these facts, vendee contended that
the heirs, devisees and successors in title of these two for-
mer owners were necessary parties in order to decree a mer-
chantable title and specific performance. This contention was
not sustained and it was held that the decrees were properly
granted.

Decided February 20, 1948.

pp. 107-109

Appeal from the Circuit Court No. 2 of Baltimore City
(SHARROW, J.).

Suit by Crown Cork & Seal Company, Inc., against
Arcadia Investment Corporation, Inc., for specific per-
formance of contract to purchase realty and a declaratory
decree. From an adverse decree, defendant appeals.

Decree affirmed.

The cause was argued before MARBURY, C. J., DELA-
PLAINE, COLLINS, GRASON, HENDERSON, and MARKKELL, JJ.
Submitted on brief by *Semmes, Bowen & Semmes* and
Lawrence Perin for the appellant.

Submitted on brief by *Roger A. Clapp* and *Hershey,
Donaldson, Williams & Stanley* for the appellee.

MARBURY, C. J., delivered the opinion of the Court.

This is a bill for specific performance and a declara-
tory decree filed by the vendor of certain real estate in
Baltimore City against the vendee. The defense is in-
ability to convey a good and merchantable title to certain

private alleys and parts of alleys included in the land contracted for. The vendor admits it has no title of record to these alleys, but claims adverse possession for more than twenty years. The Chancellor so found, decreed that the vendor could convey merchantable title, and directed the payment of the balance of the purchase money which had been retained pending the determination of the case. The greater part of the consideration had been paid, and the deed had been given. The vendee appeals.

The contract of sale includes the entire block known as the 1500 block Guilford Avenue. In 1888 the owners of adjacent lots in this block executed a deed by which they established certain alleys and fixed the boundary lines of their properties. When two of these owners afterwards sold and conveyed their lots, the deeds called only to the alleys. These deeds were executed prior to the Act of 1892, Ch. 684, Code, Art. 21, Sec. 114 (*Maryland Telephone Co. v. Rubin*, 106 Md. 644, at page 651, 68 A. 358, at page 359, 14 L. R. A., N. S., 427, 124 Am. St. Rep. 506, 14 Ann. Cas. 576; *Campaggi v. Wakefield*, 157 Md. 229, at page 237, 145 A. 546, at page 549), and therefore did not pass title to the center of the alleys. *Title, Inc. v. Dubel*, 177 Md. 387, at page 389, 9 A. 2d 591, at page 592. As a result, title to these alleys, or portions thereof, remained in the grantors. Both of these two grantors are now dead, and none of their heirs, devisees or successors are made parties to this case.

In 1915 the appellee obtained title to the entire block with the exception of these alleys or parts of alleys. Since 1916 these alleys have been almost completely closed by buildings erected upon them. At one end of one alley, not entirely occupied by a building, there is an iron fence which closes it. Across part of another alley, not built upon in its entirety, there is constructed a passage-way. The buildings, the fence and the passage-way have been continuously maintained since 1916, and have prevented others than these holding title to the remainder of the block from making any use of the alleys. All of these

facts are admitted, and clearly show adverse possession. Appellant does not contest any of these facts, but contends that before merchantable title can be decreed, the heirs, devisees and successors in title of the two former owners who had record title to the alleys, should be made parties to this cause, and be given an opportunity to present their claims.

We have decided in a recent case that such successors of the record owners are proper but not necessary parties to a bill for specific performance. *Tausig v. Van Deusen*, 183 Md. 436, 37 A. 2d 915. Courts cannot guarantee titles, and it is always a possibility, although generally a remote one, that in subsequent proceedings where other parties present different facts, different results may be obtained. But this possibility does not prevent a decision between vendor and vendee when the facts presented are sufficient. Then the courts will not hesitate, but will decree performance. Any other course might interfere with the free marketing of land, and might prevent its full use for many years. It would be against public policy to allow a mere remote possibility to prevent a decision which is clearly indicated by the facts before the Court.

As we find, in this case, that the vendor has conveyed a merchantable title to the vendee, the decree will be affirmed.

Decree affirmed, with costs.

BLUM ET AL. v. ENGELMAN ET AL.

[No. 86, October Term, 1947.]

Constitutional Law—Police Power—Unfair Sales Act Prohibiting Price-cutting and Unfair Competition.

Freedom of contract is subject to legislative regulation in the interest of public health, safety, morals or welfare. But such legislation must not be unreasonable, arbitrary, or capricious, and the means selected must have a real and substantial

G. HARVEY SCOTT	:	IN THE
PLAINTIFF	:	CIRCUIT COURT
VS.	:	FOR
HARRY J. BRAMBLE,	:	QUEEN ANNE'S COUNTY
ET AL.	:	IN EQUITY
DEFENDANTS	:	NO. 6717

OPINION OF COURT AND DECREE

This matter having come onfor hearing before one of the Standing Examiners of this Court and the transcript of the testimony and exhibits thereto and the remaining papers in this case having been read and considered:

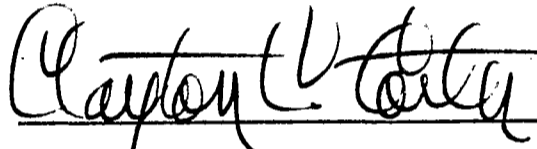
From the record, the Court finds as a matter of fact that G. Harvey Scott has been in actual, open, notorious, hostile possession under a clim of right and that said possession has been continuous and exclusive as to all the lands designated as Lot Nos. 1 and 2 on the plat filed as part of Plaintiff's Exhibit E, free and clear of any claim of others as to a right of access over any roads designated through said parcel, for a period of over 23 years, and that by reason thereof the said G. Harvey Scott has been in adverse possession of said real estate for a period of at least 23 years from which the Court finds that the Plaintiff, G. Harvey Scott, is vested with a fee simple title to the real estate designated as Lot Nos. 1 and 2 on Plaintiff's Exhibit E.

The Court is further of the opinion that title to the above described land is good and marketable and that the Agreement of Sale referred to in these proceedings between G. Harvey Scott and Harry J. Bramble and Joseph F. Bramble, being Exhibit C as extended by Exhibit F, is enforceable in equity and that specific performance of the same should be decreed.

LAW OFFICES
PRICE & FOSTER

J.P.

NOW THEREFORE, IT IS BY THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, IN EQUITY, THIS 17th DAY OF September
1980, ADJUDGED, ORDERED and DECREED, that the Defendants
Harry J. Bramble and Joseph F. Bramble, shall forthwith
perform the Agreement of Sale sued upon by the payment to
G. Harvey Scott of the balance due thereon upon the delivery
to them of a good and sufficient deed for the remaining lands
sold under said Agreement of Sale, and IT IS FURTHER ORDERED
that the costs of these proceedings be paid by the Plaintiff.



JUDGE.

SEP 17 1980
QUEEN ANNE'S COUNTY

CHARLES E. SMITH
Attorney Named in Mortgage
P.O. Box 147
Grasonville, MD 21638

VS.

ALBERT ARNOLD GOLT
and
BONNIE KAYE GOLT
Cloverfields Drive
RFD 3, Box 488A
Stevensville, MD 21666

MORTGAGORS

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

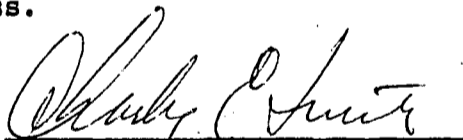
CHANCERY NO. 6726

* * *

ORDER TO DOCKET SUIT

Marguerite Mankin, Clerk:

You will please docket suit as per the above titling for foreclosure of the mortgage from ALBERT ARNOLD GOLT and BONNIE KAYE GOLT, his wife, to QUEENSTOWN BANK OF MARYLAND, dated July 13, 1978, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. No. 138, folio 300, in which the undersigned attorney is designated by name to exercise the power of sale, default having occurred in the terms thereof by reason of the non-payment when due of the principal and interest on 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.



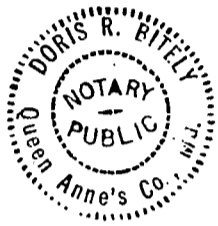
Charles E. Smith
Attorney Named in Mortgage
P.O. Box 147
Grasonville, MD 21638
Telephone: 301-827-7550

STATE OF MARYLAND
QUEEN ANNE'S COUNTY

I HEREBY CERTIFY, That on this 20th day of August, 1980, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Charles E. Smith, Attorney named in mortgage, and made oath in due form of law that ALBERT ARNOLD GOLT and BONNIE KAYE GOLT, his

75 & 12 517 03
100 715 21 718 54
LIBER 12 PAGE 488

wife, are not now, nor have they been within six (6) months prior hereto, in the military service of the United States of America, as defined by the Soldiers' and Sailors' Relief Act, and amendments thereto and that this information is gotten from persons who know the mortgagors.



Doris R. Bitely
NOTARY PUBLIC
My Commission Expires: 7/01/82

Purchase Money
 THIS MORTGAGE, made this 13th day of July, 1978, by and between
 ALBERT ARNOLD GOLT and BONNIE KAYE GOLT, his wife parties
 of the first part, hereinafter referred to as MORTGAGOR, and QUEENSTOWN BANK OF MARYLAND
 party of the second part, hereinafter referred to as MORTGAGEE.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith in the principal sum of Thirty Eight Thousand Six Hundred Fifty Eight and no/100 Dollars (\$ 38,658.00) payable, with interest thereon from the date hereof at the rate of Ten (10 %) per centum per annum on the unpaid principal until paid, at the designated office of the holder, in the manner following:

ON DEMAND

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

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

ALL that lot or parcel of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, set forth and shown on a plat entitled, "Plat Five, Cloverfields, Queen Anne's County, Maryland", by Purdum and Jeschke, registered surveyors and engineers, dated March 17, 1959, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 47, folio 57, said lot being known and designated thereon as Lot No. 20, Block A, of Cloverfields.

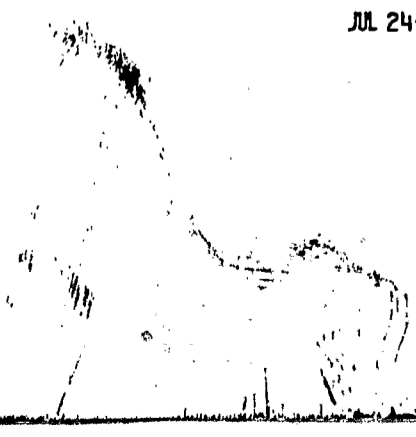
BEING all the same land conveyed unto the mortgagors herein by deed from Carlton L. Foster and Ruth E. Foster, his wife, dated the 13th day of July, 1978, and recorded or intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto.

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
 CLERK, CIRCUIT COURT

1978 JUL 24 AM 11:24
 QUEEN ANNE'S COUNTY

JUL 24-78 * 27635 *****9.00
 JUL 24-78 A 27635 *****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 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:

.....
.....
.....
.....
.....
.....

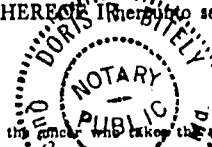
Albert Arnold Golt (SEAL)
Albert Arnold Golt (SEAL)
..... (SEAL)
Bonnie Kaye Golt (SEAL)
Bonnie Kaye Golt (SEAL)

STATE OF MARYLAND
COUNTY OF Queen Anne's

On this the 13th day of July, 1978, before me, * Doris R. Bitely,
the undersigned officer, personally appeared ALBERT ARNOLD GOLT
and BONNIE KAYE GOLT, known to me to be the person (s) whose name (s) is/are
subscribed to the within instrument and acknowledged that they executed the same for the purposes therein
contained; and at the same time appeared Charles E. Smith, Agent for the within
named mortgagee

and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth,
(and that he is the duly authorized agent of the within named Mortgagee to make this affidavit.)*

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



Doris R. Bitely
Notary Public

*Here insert the name of the officer who takes the acknowledgment. My Commission Expires: 7/01/82

*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 and delivery by borrower.

CHARLES E. SMITH
Attorney Named in Mortgage
P.O. Box 147
Grasonville, MD 21638

VS.

ALBERT ARNOLD GOLT
and
BONNIE KAYE GOLT
Cloverfields Drive
RFD 3, Box 488A
Stevensville, MD 21666

MORTGAGORS

* * *

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY
CHANCERY NO. 6726

STATEMENT OF MORTGAGE INDEBTEDNESS

AUG 21-80 * 24170 *****50 00
AUG 21-80 A 924170 *****50 00

Balance due on principal of mortgage dated July 13, 1978, in the gross amount of \$38,658.00 from Albert Arnold Golt and Bonnie Kaye Golt to Queenstown Bank of Maryland	\$37,751.36
Unpaid Interest to August 19, 1980	1,267.68
Late Charge	<u>167.85</u>
	\$39,186.89

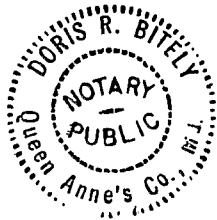
Interest will continue to accrue at the rate of \$10.31 per day after August 19, 1980

STATE OF MARYLAND

QUEEN ANNE'S COUNTY

to wit:

This is to certify that on this 20th day of August, 1980, before the subscriber, a Notary Public of the State and county aforesaid, personally appeared Charles E. Smith, Attorney named in mortgage, and made oath in due form of law that the foregoing statement of mortgage indebtedness due by Albert Arnold Golt and Bonnie Kaye Golt under the above described mortgage is true to the best of his knowledge, information and belief, and there is no credit due thereon, except as shown, nor any security therefore except the said mortgage.



Doris R. Bately
NOTARY PUBLIC
My Commission Expires: 7/01/82

1980 AUG 21 PM 3:54
QUEEN ANNE'S COUNTY

Equity 6726

AETNA CASUALTY & SURETY COMPANY
HARTFORD, CONNECTICUT

Bond No. 98 S 16033

IN THE CIRCUIT COURT FOR Queen Annes COUNTY, MARYLAND.

Charles E. Smith, Attorney
Named in Mortgage

Plaintiff

vs.

Equity No. 6726

Albert Arnold Golt and
Bonnie Kay Golt

Defendant

BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Charles E. Smith, Attorney Named in Mortgage as Principal, and the AETNA CASUALTY AND SURETY COMPANY, HARTFORD, CONNECTICUT, a body corporate, duly incorporated under the laws of the State of Connecticut, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Thirty-Nine Thousand Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents.

Scaled with our seals and dated this 20 day of August in the year of our Lord One Thousand Nine Hundred and Eighty.

Whereas, the above bounden Charles E. Smith, Attorney named in Mortgage by virtue of the power contained in a mortgage from Queenstown Bank of Maryland, Mortgagee to Albert Arnold Golt and Bonnie Kay Golt bearing date the 13 day of July, 1978 and recorded among the mortgage records of Queen Annes County in Liber No. CW138 Folio 300 and Charles E. Smith, Attorney Named in Mortgage 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, Attorney named in Mortgage do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden Charles E. Smith, Attorney named in Mortgage has hereto set his hand and Seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Charles E. Smith (SEAL)
Charles E. Smith

(SEAL)

Witness:

Leona B. Baynard

AETNA CASUALTY & SURETY COMPANY

By Matthew B. LaMotte

Matthew B. LaMotte
Attorney-in-fact

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED



3-29 SURETY APPROVED AND BOND FILED ON August 27, 1980

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber M.W.M. No. 3, folio 17, 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 August, 1980.

Marguerite W. Markin

Clerk of the Circuit Court for Queen Anne's
County

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ATTORNEY	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
ALBERT ARNOLD GOLT	*	IN EQUITY
and	*	CHANCERY NO. 6726
BONNIE KAYE GOLT	*	
MORTGAGORS	*	

* * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Charles E. Smith, Attorney named in the mortgage from Albert Arnold Golt and Bonnie Kaye Golt, his wife, to Queenstown Bank of Maryland, dated July 13, 1978, and recorded among the Land REcords of Queen Anne's County in Liber C.W.C. No. 138, folio 300, 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 Charles E. Smith filed in this Honorable Court his order to docket suit to foreclose said mortgage, accompanied by the said mortgage, his sworn statement as to the mortgage indebtedness and his bond given to the State of Maryland, executed by himself and the Aetna Casualty and Surety Company, a body corporate, duly authorized by its charter to become sole surety on bonds of this character, as surety in the full and just sum of Thirty Nine Thousand Dollars (\$39,000.00) 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 Star Democrat, 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, 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 Charles E. Smith did attend, in front of the Courthouse door, in the Town of Centreville, Queen Anne's County, Maryland, at the hour of 10:00 a.m., Eastern Daylight Time, on September 15, 1980, and after having the auctioneer cry the sale for a considerable length of time, and after reading the advertisement of sale, did sell all that lot, parcel or tract of land, together

with the improvements thereon, situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, and more particularly described in the abovementioned mortgage, and Advertisement of Sale unto Ronald Golt and Beverly Golt, they being then and there the highest bidder therefor, at and for the sum of Thirty Nine Thousand Five Hundred Dollars (\$39,500.00).

The purchasers have made a cash deposit of Five Thousand Dollars (\$5,000.00) as required by the advertisement of sale, and they have given their assurance that they will make full settlement of the purchase price in accordance with the advertisement of sale.

The purchaser's affidavit required by the Maryland Rules, Certificate of the Auctioneer, and Certificate of the Advertisement of Sale are attached hereto.

This report states the amount of sale to be Thirty Nine Thousand Five Hundred Dollars (\$39,500.00).

Respectfully submitted,

Charles E. Smith
Charles E. Smith

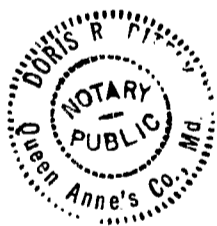
STATE OF MARYLAND

QUEEN ANNE'S COUNTY

to wit:

I HEREBY CERTIFY, That on this 15th day of September, 1980, before me, the subscriber, personally appeared Charles E. Smith, Attorney named in the mortgage in the aforementioned proceedings, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made.

AND further made oath as aforesaid that there has been no change in the matters and facts set forth in the Affidavit as to the military service filed in this cause on October 29, 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.



Doris R. Bitely
NOTARY PUBLIC
My Commission Expires: 7/01/82

CERTIFICATE OF AUCTIONEER

I HEREBY CERTIFY, That I did sell at Public Auction:

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 Five, Cloverfields, Queen Anne's County, Maryland", by Purdum and Jeschke, registered surveyors and engineers, dated March 17, 1959, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 47, folio 57, said lot being known and designated thereon as Lot No. 20, Block A, of Cloverfields.

BEING all the same land conveyed unto Albert Arnold Golt and Bonnie Kaye Golt by deed from Carlton L. Foster and Ruth E. Foster, his wife, dated July 13, 1978, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 138, folio 298.

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.

In front of the Court House door in the Town of Centreville, Queen Anne's County, Maryland, on Monday, September 15, 1980, beginning at the hour of 10:00 a.m. Eastern Daylight Time unto Ronald Golt and Beverly Golt for themselves for the sum of Thirty Nine Thousand Five Hundred Dollars (\$39,500.00).


Joseph Jackson, Jr.
Auctioneer

SEP 15 1980
QUEEN ANNE'S COUNTY

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ATTORNEY	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
ALBERT ARNOLD GOLT	*	IN EQUITY
and	*	CHANCERY NO. 6726
BONNIE KAYE GOLT	*	
MORTGAGORS	*	
	*	
	*	

AFFIDAVIT OF PURCHASER

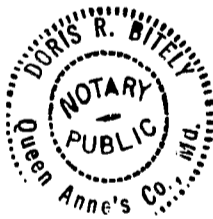
STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S

SS:

I HEREBY CERTIFY, that on this 15th day of September, 1980, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Ronald Golt and Beverly Golt, purchaser(s) at the foreclosure sale of this cause and being duly authorized so to do, made oath in due form of law that they purchased all that parcel or tract of land, with improvements, described in the Advertisement of Sale in this cause for themselves, and 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.



Doris R. Bitley

 NOTARY PUBLIC

My Commission Expires: 7/01/82

ALL RIGHTS RESERVED
 1980 SEP 19 AM 10:57
 QUEEN ANNE'S COUNTY

September 2, 1980

Mr. and Mrs. Albert Golt
Cloverfields Drive
RFD 3, Box 488A
Stevensville, MD 21666

Dear Mr. and Mrs. Golt:

Foreclosure proceedings have been filed in the Circuit Court for Queen Anne's County against the property mortgaged by Albert Arnold Golt and Bonnie Kaye Golt to the Queenstown Bank of Maryland. A copy of the advertisement of sale setting forth the time and place of sale and the terms thereof is enclosed. This notice is made pursuant to Maryland Rule W74 a 2 (c).

This sale will be held in front of the Courthouse in the Town of Centreville, Queen Anne's County, Maryland, on Monday, September 15, 1980, at 10:00 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 commission, as set forth in the mortgage documents and as prescribed by law.

Sincerely,

Charles E. Smith

CES/db

Enclosure

CERTIFIED MAIL

No. **3735**

RECEIPT FOR CERTIFIED MAIL
NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL
(See Reverse)

SENT TO
STREET AND NO.
Albert Golt
RFD 3, Box 488A
P.O., STATE AND ZIP CODE
Stevensville, MD

POSTAGE	\$ 15
CERTIFIED FEE	80
SPECIAL DELIVERY	
RESTRICTED DELIVERY	
OPTIONAL SERVICES	
RETURN RECEIPT SERVICE	45
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	\$ 140

POSTMARK OR DATE

PS Form 3800, Apr. 1976

PS Form 3811, Apr. 1977

● 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:
Albert Golt
RFD 3, Box 488A
Stevensville, MD 21666

3. ARTICLE DESCRIPTION:
 REGISTERED NO. CERTIFIED NO. INSURED NO.
 963235

(Always obtain signature of addressee or agent)

I have received the article described above.
 SIGNATURE Addressee Authorized agent
Albert A. Golt

4. DATE OF DELIVERY **SEP 8 1980**

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆ GPO : 1977-O-234-337

No. **963236**

RECEIPT FOR CERTIFIED MAIL
NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL
(See Reverse)

SENT TO
STREET AND NO.
Bonnie Golt
748 Crucible Court
P.O., STATE AND ZIP CODE
Millersville, MD 21108

POSTAGE	\$ 15
CERTIFIED FEE	80
SPECIAL DELIVERY	
RESTRICTED DELIVERY	
OPTIONAL SERVICES	
RETURN RECEIPT SERVICE	45
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	\$ 140

POSTMARK OR DATE

PS Form 3800, Apr. 1976

PS Form 3811, Apr. 1977

● 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:
Bonnie Golt
748 Crucible Court
Millersville, MD 21108

3. ARTICLE DESCRIPTION:
 REGISTERED NO. CERTIFIED NO. INSURED NO.
 963236

(Always obtain signature of addressee or agent)

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

4. DATE OF DELIVERY **SEP 4 1980**

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆ GPO : 1977-O-234-337

OFFICE OF

The Star-Democrat

Easton, Md.

This is to certify that the annexed

in the case of

vs.

was published in THE STAR-DEMOCRAT, one of the newspapers printed and published in Talbot county once in each of successive weeks beginning the day of A.D. 19

THE EASTON PUBLISHING COMPANY

Publishers of THE STAR-DEMOCRAT

Per

Nancy S. Gregory

Attorney's Sale of Valuable Fee Simple Real Estate in Stevensville, Maryland

Under and by virtue of the power of sale contained in a mortgage from ALBERT ARNOLD GOLT and BONNIE KAYE GOLT, his wife, to Queenstown Bank of Maryland, dated July 13, 1978, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 138, folio 300, default having occurred in the terms of said mortgage. The undersigned attorney, being named in said mortgage to exercise the power of sale, will offer at public auction in front of the Courthouse door in the Town of Centreville, Queen Anne's County, State of Maryland, at the hour of 10:00 a.m., Eastern Daylight Time on

Monday

September 15, 1980

the following real estate to wit:

ALL that lot or parcel of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, set forth and shown on a plat entitled, "Plat Five, Cloverfields, Queen Anne's County, Maryland", by Purdum and Jeschke, registered surveyors and engineers, dated March 17, 1959, recorded among the Land records of Queen Anne's County in Liber T.S.P. No. 47, folio 57, said lot being known and designated thereon as Lot No. 20, Block A, of Cloverfields.

BEING all the same land conveyed unto Albert Arnold Golt and Bonnie Kaye Golt, his wife, by deed from Carlton L. Foster and Ruth E. Foster, his wife, dated the 13th day of July, 1978, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 138, folio 298.

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: One story residential home.

TERMS OF SALE: The purchaser(s) shall be required to deposit the sum of five thousand dollars (\$5,000.00) 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. Time being of the essence. 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 BR6b3 of the Maryland Rules of Procedure.

Charles E. Smith Assignee of Mortgage Telephone 301-827-7550

Joseph Jackson, Jr. Auctioneer

N808-22,29,9-5,12

ORDER NISI ON SALE

CHARLES E. SMITH, Attorney

vs.

ALBERT ARNOLD GOLT, et al.

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

Cause No. 6726

ORDERED, this 19th day of September, 1980, 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 21st day of October, 1980, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 14th day of October, 1980.

The report states the amount of sales to be \$ 39,500.00.

Marguerite H. Mankin Clerk

Filed September 19, 1980

OFFICE OF
The Star-Democrat
Easton, Md.

This is to certify that the annexed

Order NISI on Sale
in the case of
Charles E. Smith, Attorney

vs.
Albert Arnold Golt, et.al.
Cause No. 6726
150

was published in THE STAR-DEMOCRAT, one of the news-
papers printed and published in Talbot county once in
each of three successive weeks beginning
the 24th day of Sept. A.D. 1980

THE EASTON PUBLISHING COMPANY
Publishers of THE STAR-DEMOCRAT

Per Nancy S. Gregory

* This legal also appeared in the Queen Anne's Edition

LIBER

12 PAGE 503

ORDER NISI
ON SALE
CHARLES E. SMITH,
Attorney
vs.
ALBERT ARNOLD GOLT,
et. al.
In the
Circuit Court
for Queen
Anne's County
In Equity
Cause No. 6726

ORDERED, this 19th day of
September, 1980, 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 21st day of October,
1980, unless cause to the con-
trary thereof be previously
shown; provided a copy of this
order be inserted in some
newspaper published in Queen
Anne's County, Maryland,
once in each of three suc-
cessive weeks before the 14th
day of October, 1980.

The report states the amount
of sales to be \$39,500.00.

Marguerite W. Mankin
Clerk

Filed
September 19, 1980
True Copy

Test:
Marguerite W. Mankin,
Clerk

By: Betty M. Comegys
Deputy Clerk

0509-24,10-1,8

CHARLES E. SMITH	:	IN THE CIRCUIT COURT
Attorney	:	FOR QUEEN ANNE'S COUNTY,
vs.	:	SITTING IN EQUITY
ALBERT ARNOLD GOLT and	:	NO. 6726
BONNIE KAYE GOLT	:	
Mortgagors	:	

FINAL ORDER OF RATIFICATION OF SALE

IT IS ORDERED this 17th day of November, 1980, by the Circuit Court for Queen Anne's County, Sitting 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 Charles E. Smith, Attorney named in mortgage, is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers therefor to the Auditor.



 Judge

RECEIVED
 CLERK, CIRCUIT COURT
 1980 NOV 17 PM 2:46
 QUEEN ANNE'S COUNTY

Distribution:
 Original - Court File
 Photocopy - Charles E. Smith, Attorney

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ATTORNEY	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
ALBERT ARNOLD GOLT, and	*	IN EQUITY
BONNIE KAYE GOLT	*	No. 6726
MORTGAGORS	* * *	

TO THE HONORABLE, THE JUDGE OF SAID COURT:

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

1. That this account is stated at the request of Charles E. Smith, Attorney named in Mortgage, wherein it appears that the proceeds of sale are insufficient to pay the expenses of the sale and the mortgage debt.

2. That in the within account, Charles E. Smith, Attorney named in mortgage, 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 fee and expenses of your auditor, and the balance was distributed to the mortgagee.

Respectfully submitted,

J. Thomas Clark
 J. Thomas Clark
 Auditor

November 26, 1980

RECEIVED
 CLERK, CIRCUIT COURT
 1980 NOV 26 PM 1:27
 QUEEN ANNE'S COUNTY

CAUSE NO. 6726

The proceeds of the sale of land reported in this cause, in account with Charles E. Smith, Attorney named in mortgage, foreclosed in these proceedings (and vendor of said land)

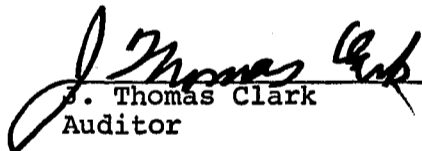
Cr.

By gross proceeds of the sale of said land, per report of said vendor, to wit: -----	\$39,500.00
Interest to date of purchase -----	405.72
	<u>\$39,905.72</u>

Dr.

To Charles E. Smith, Attorney named in mortgage, (and vendor), per terms of mortgage to wit:		
1-His commissions for making sale-----	\$1,450.00	
2-His fee for his services -----	<u>500.00</u>	\$ 1,950.00
To do, for an amount paid Marguerite W. Mankin, Clerk, for Court Costs, per receipt exhibited, to wit: -----		
		71.00
To do, for an amount paid Joseph Jackson, Auctioneer, for crying said sale on September 15, 1980, per rules of Court, the sum of -----		
		98.75
To do, for amount paid Star Democrat per its receipts exhibited, to wit:		
1-For publishing Notice of Sale -----	218.30	
2-Order Nisi of Sale -----	<u>46.46</u>	264.76
To do, for amount paid U.S. Post Office for certified mail, notice to mortgagors, per its receipts exhibited, to wit: -----		
		2.80

Date: November 26, 1980


 J. Thomas Clark
 Auditor

To Avon-Dixon Agency, Inc. for Bond premium per attached receipts -----		\$	156.00
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		<u>10.00</u>	55.00
To Queenstown Bank of Maryland, balance of proceeds for payment on mortgage indebtedness -----			<u>37,307.41</u>
			\$ 39,905.72

Date: November 26, 1980

J Thomas Clark
 J. Thomas Clark
 Auditor

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ATTORNEY	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
ALBERT ARNOLD GOLT, and	*	IN EQUITY
BONNIE KAYE GOLT	*	No. 6726
MORTGAGORS	*	
	* * *	

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:


The undersigned Court Auditor hereby certifies that on November 26, 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:

Queenstown Bank of Maryland
Queenstown, Maryland

Charles E. Smith
Attorney
Grasonville, Maryland 21638

Albert Arnold Golt, and
Bonnie Kaye Golt
Cloverfields Drive
RFD 3, Box 488 A
Stevensville, Maryland 21666

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 November 26, 1980, with the Clerk of the Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before December 11, 1980, and that if no exceptions are filed within such fifteen (15) day period, the account may thereupon be ratified on December 12, 1980.


J. Thomas Clark
Auditor

RECEIVED
November 26, 1980 CLERK. CIRCUIT COURT

1980 NOV 26 PM 1:27
QUEEN ANNE'S COUNTY

CHARLES E. SMITH, Attorney

vs.

ALBERT ARNOLD GOLT, et al.

* IN THE CIRCUIT COURT
* FOR QUEEN ANNE'S COUNTY
* IN EQUITY
* No. 6726
*

NISI RATIFICATION OF AUDIT

ORDERED this 26th day of November, 1980,
that the report and account filed in these proceedings by _____
J. Thomas Clark, Auditor, be ratified on or after the
12th day of December, 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 Nov. 26, 1980

CHARLES E. SMITH, Attorney

vs.

ALBERT ARNOLD GOLT, et al.

* IN THE CIRCUIT COURT
 * FOR QUEEN ANNE'S COUNTY
 * IN EQUITY
 * No. 6726
 *
 *
 *

FINAL RATIFICATION OF AUDIT

ORDERED this 12th day of December, 19 80,
 by the Court that the account of the Auditor is finally ratified and
 confirmed, and Charles E. Smith, Attorney, ~~REC'D~~,
 is directed to apply the proceeds accordingly, with a due proportion of
 interest as the same has been or may be received.

Marquette H. Maskin Clerk

Filed Dec. 12, 1980

VACHEL A. DOWNES, JR.
Assignee of Mortgage
115 Lawyers Row
Centreville, Maryland
(21617)

IN THE CIRCUIT COURT

FOR

VS.

QUEEN ANNE'S COUNTY

YACHTING ASSOCIATES,
A Partnership Formed
Under The Laws of
Maryland, Comprised of
Peter J. Carroll,
Partner, whose address
is P.O. Box 3315,
Annapolis, Maryland
(21403) and Franklin
J. Wood, Partner, whose
address is in care of
Bennett Crain, Jr., Esq.,
222 Severn Avenue, P.O.
Box 3323, Annapolis,
Maryland (21403)

IN EQUITY

NO. 6472

CLERK

1979 JUL 24 PM 3:10

QUEEN ANNE'S COUNTY

JUL 24-79 A 921010 *****50

ORDER TO DOCKET SUIT

To Mrs. Marguerite M. Mankin, Clerk of the Circuit Court For
Queen Anne's County, Maryland:

Madam Clerk: You will please docket suit as per the
above titling for a foreclosure of a purchase money mortgage from
Yachting Associates to Kent Island Limited Partnership dated the
30th day of November, 1974, recorded among the Land Records of
Queen Anne's County in Liber C.W.C. No. 89 folio 271, duly
assigned unto Vachel A. Downes, Jr., for purpose of collection by
foreclosure, which assignment is dated July 24th, 1979, and is
intended to be recorded among the Land Records of Queen Anne's
County prior to the filing of this suit; default having occurred
in the terms thereof by reason of non-payment of principal,
interest and late charges payable under the terms of said
mortgage after demand therefor was made; for failure of the
Mortgagee to keep the premises insured per the terms of said
Mortgage and for waste committed upon and to the premises
described in said mortgage contrary to the terms and provisions
of said mortgage

The aforesaid purchase money mortgage recorded in Liber
C.W.C. No. 89 folio 271 is, by its terms and provisions, subject
to the operation, lien and effect of two certain mortgages from
Kent Island Limited Partnership, et.al., Mortgagors, to Union
Trust Company of Maryland, Mortgagee, (a) dated June 14, 1971,
recorded among the Land Records of Queen Anne's County in Liber
C.W.C. No. 56 folio 136 and (b) dated March 27, 1973, recorded
among the Land Records of Queen Anne's County in Liber C.W.C. No.
72 folio 183.

A Certified copy of the aforementioned mortgage recorded in Liber C.W.C. No. 89 folio 271 is attached hereto, marked "Complainant's Exhibit No. 1", and prayed be made a part hereof. Attached to Exhibit No. 1, as a part thereof, as recorded, is a certain mortgage note dated November 30, 1974.

An Amendment To Mortgage Note dated December 1, 1976, between Yachting Associates and Kent Island Limited Partnership, is attached hereto, marked "Complainant's Exhibit No. 2" and prayed be made a part hereto.

An Amendment To Mortgage Note dated September 13, 1978, between Yachting Assocites and Kent Island Limited Partnership is attached hereto, marked "Complainant's Exhibit No. 3" and prayed be made a part hereof.

A certified copy of the aforementioned mortgage recorded in Liber C.W.C. No. 56 folio 136 is attached hereto, marked "Complainant's Exhibit No. 4" and prayed be made a part hereof.

A certified copy of the aforementioned mortgage recorded in Liber C.W.C. No. 72 folio 183 is attached hereto, marked "Complainant's Exhibit No. 5" and prayed be made a part hereof.

The lands described and conveyed in the mortgage from Yachting Associates unto Kent Island Limited Partnership recorded in Liber C.W.C. No. 89 folio 271 aforesaid is subject, nevertheless, to a certain Deed of Easement dated November 30, 1974, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 89 folio 286, a certified copy thereof being attached hereto, marked "Complainant's Exhibit No. 6" and prayed be made a part hereof.

Madam Clerk: You will further file certified copies of Complainant's Exhibits Nos. 1,4,5 and 6 and charge the cost thereof to the costs in this cause, and you will further file herein the accompanying affidavit.

Vachel A. Downes, Jr.

Vachel A. Downes, Jr.
115 Lawyers Row
Centreville, Maryland 21617
Telephone: 301-758-0680

MILITARY AFFIDAVIT

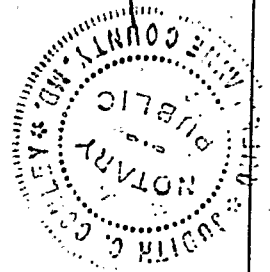
STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S, TO WIT:

I HEREBY CERTIFY, that on this 24th day of July, 1979, before me, the subscriber, a Notary Public as aforesaid, personally appeared Vachel A. Downes, Jr., Assignee as aforesaid, and Nathan Morris and Allen I. Morris, General Partners of Kent Island Limited Partnership, and made oath in due form of law that to the belief that Peter J. Carroll and Franklin J. Wood, partners of Yachting Associates, nor either of them, is now in the military service of the United States of America as defined by the Soldier's and Sailor's Civil Relief Act of 1940, with amendments thereto, or Chapter 710 of the Laws of Maryland of 1941, nor have they, or either of them, been in such military service within three (3) months prior hereto.

AS WITNESS my hand and Notarial Seal this 24th day of July, 1979.

Judith C. Conley
NOTARY PUBLIC

My Commission Expires: 7-1-1982



Kent Island Limited Partnership

BRIDGE DRIVE • STEVENSVILLE, MARYLAND 21666 • (301) 643-2177

July 24, 1979

Yachting Associates
c/o Bennett Crain, Jr.
160 South Street
Annapolis, Md. 21401

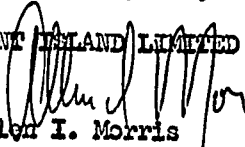
Gentlemen:

Pursuant to the terms of your mortgage note in the original amount of \$1,600,000, dated November 30, 1974, as amended, due to failure to perform the conditions required of you under the terms of said note, proper notice of such default having previously been given, you are hereby notified that the principal balance, plus interest and late charges, is due and payable in full.

We have instructed our attorney to docket the foreclosure suit to satisfy this indebtedness.

Very truly yours,

KENT ISLAND LIMITED PARTNERSHIP


Allen I. Morris
General Partner

AIM/db

CC: Vachel Downes, Esq. ✓
Joel Simon, Atty.
Lance Billingsley, Atty.
File

COMPLAINANT'S
EXHIBIT NO 1

RECORDED IN LIBER C.W.C. 89
PAGE 271

1974 DEC -3 PM 2:52

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

DEC-3-74 * 2 067 *****12.00
DEC-3-74 A 22 067 *****12.00

DOCUMENT NO. 11/6/74

THIS PURCHASE MONEY MORTGAGE AND AGREEMENT, Made this 30th. day of November, in the year one thousand nine hundred and seventy-four (1974), by and between YACHTING ASSOCIATES, a partnership formed under the laws of Maryland, Mortgagor, of Anne Arundel County, in the State of Maryland, of the first part, and KENT ISLAND LIMITED PARTNERSHIP, Mortgagee, of the second part, a limited partnership formed under the laws of Maryland.

WHEREAS, YACHTING ASSOCIATES is justly and bona fide indebted unto KENT ISLAND LIMITED PARTNERSHIP in the full and just sum of \$1,600,000.00, with interest at the rate of 8% per annum on the unpaid principal balance, payable at Stevensville, Maryland, as evidenced by a mortgage note in the form attached hereto and marked Exhibit A.

THIS PURCHASE MONEY MORTGAGE AND AGREEMENT is subject to operation and effect of a First Mortgage in the principal amount of \$250,000.00 from Kent Island Limited Partnership to Union Trust Company of Maryland dated June 16, 1971, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. 56, page 136, and a Second Mortgage dated March 27, 1973, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. 72, page 183, the said Union Trust Company having given its written consent to the conveyance of the land and the execution and recording of this Purchase Money Mortgage and Agreement and the deed of Even date, intended to be recorded among the Land Records immediately prior hereto. The Mortgagee represents and warrants that the principal balance due as of November 25, 1974, is \$314,983.40. The said principal balance and interest due on said mortgages to Union Trust Company of Maryland is not deducted from the money due Kent Island Limited Partnership at settlement of this conveyance and the Mortgagee and

LIBER 89 PAGE 271

LIBER 12 PAGE 515

1-9-75 Original Mailed to 150 South St. Stevensville, Md. 21158

Mortgagor covenant and agree that in the event Kent Island Limited Partnership, its successors or assigns, default for a period of thirty (30) days, on one or both of said Union Trust Company of Maryland loans in any respect, Yachting Associates, its successors and assigns shall have the right, without notice to Kent Island Limited Partnership, its successors and assigns, to cause to pay the amount due or the amount necessary to bring current, in its sole discretion, under the terms of said mortgages, or substituted mortgages, including fees, commissions and costs.

In the event of default of Kent Island Limited Partnership for a period of thirty (30) days on the two Union Trust Company of Maryland mortgages, it is further agreed by and between Kent Island Limited Partnership and Yachting Associates, for themselves their successors and assigns, that Yachting Associates, its successors and assigns, may, in its sole judgment, obtain a FIRST MORTGAGE loan secured by the land and improvements described herein not to exceed the ^{Balance due to the Trust Company of Maryland} principal amount of \$350,000.00 plus all costs required by the Lender, its attorney or title company, to close the loan. The amount of payments required to be made on the SUBSTITUTED FIRST MORTGAGE shall be deducted from the payments required to be made under this Purchase Money Mortgage and Agreement.

It is further agreed by and between the parties hereto that in the event that Yachting Associates, its successors and assigns, exercises its right under the conditions hereof to place a SUBSTITUTED FIRST MORTGAGE in the amount computed as aforesaid, on said property, this Purchase Money Mortgage, upon the execution and recording of said substituted first mortgage, shall be automatically subordinate to said First Substituted Mortgage without the necessity or requirement of Kent Island

Limited Partnership, its successors or assigns, to execute any documents signifying its consent to said subordination. A statement in said SUBSTITUTED FIRST MORTGAGE to the effect that it is a mortgage in substitution of the said Union Trust Company of Maryland mortgages shall create an irrebuttable presumption against Kent Island Limited Partnership, its successors and assigns, that this Purchase Money Mortgage shall be irrevocably subordinate to the SUBSTITUTED FIRST MORTGAGE.

The parties hereto further agree for themselves, their successors and assigns, to promptly execute all documents necessary, desirable, or requested by their respective counsel or title company to provide for this subordination.

The parties hereto, for themselves, their successors and assigns, further agree that the proceeds of the loan secured by the SUBSTITUTED FIRST MORTGAGE shall be used, to the extent necessary, to pay off and secure the release of record of the said mortgages from Kent Island Limited Partnership to the Union Trust Company of Maryland.

The parties hereto, for themselves, their successors and assigns, further agree that the amount of payments required to be made by Yachting Associates, its successors or assigns, to the substituted first mortgagee and all costs and expenses, including but not limited to attorneys' fees, commission and expenses due trustees and mortgage brokers, recording charges, recording taxes and stamps, shall be deducted from the payments required to be made under the mortgage note secured by this Purchase Money Mortgage to Kent Island Limited Partnership.

NOW THIS PURCHASE MONEY MORTGAGE AND AGREEMENT
WITNESEETH, that in consideration of the premises and of the sum

of One Dollar (\$1.00), the said Yachting Associates do grant and assign unto Kent Island Limited Partnership, its executors, administrators, successors and assigns, all of that lot or parcel of ground situate and lying in Queen Anne's County, State of Maryland, aforesaid and described as follows, to wit:

ALL that tract or parcel of land situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, on Kent Island, bounded on the west by the waters of the Chesapeake Bay, on the north by the right of way line of dual lane U.S. Route 50-301, on the east and south by remaining lands of Kent Island Limited Partnership and described by metes and bounds, courses and distances according to a plat and survey by Hanson and Associates, registered surveyors, dated June 1966, as follows, to wit:

BEGINNING for the same at a point on the southerly right of way line of U.S. Route 50-301 at the intersection of said right of way line and the waters of the Chesapeake Bay, thence by and with the southerly right of way line of U.S. Route 50-301 South 72 degrees 09 minutes 40 seconds East 492.50 feet more or less, to a point marked with a concrete monument, thence still with the same, South 72 degrees 09 minutes 40 seconds East 1,110.00 feet to a point, thence leaving said southerly right of way line of U.S. Route 50-301, and by and with the remaining lands of Kent Island Limited Partnership, South 17 degrees 50 minutes 20 seconds West 1,328.31 feet and thence still with the same, North 77 degrees 11 minutes 38 seconds West 1,178.88 feet, more or less, to the waters of the Chesapeake Bay, thence by and with the waters of said Chesapeake Bay, North 30 degrees 15 minutes 00 seconds East 85.00 feet, North 16 degrees 16 minutes 00 seconds East 320.30 feet, North 08 degrees 38 minutes 00 seconds West 228.60 feet, North 65 degrees 03 minutes 00 seconds West 101.80 feet, North 45 degrees 09 minutes 00 seconds West 254.00 feet, North 13 degrees 25 minutes 02 seconds East 411.51 feet, North 22 degrees 30 minutes 00 seconds East 286.60 feet to intersect the south right of way line of U.S. Route 50-301 and the place of beginning, containing 1,965,402 square feet, or 45.1194 acres of land, more or less.

BEING part of the same lands conveyed by deed from Ann M. Starkey unto Kent Island Limited Partnership by deed dated June 25, 1970, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. 48, folio 444.

AND especially together with a right of way or easement, to be used in common with others, extending from the westerly terminus of Bridge Road (see grant from Kent Island Limited Partnership to the County Commissioners of Queen Anne's County, dated November 20, 1970, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 51, folio 471) and the westerly boundaries of Lots Nos. 21 and 14 of Bay Bridge Industrial Center (as shown on a plat recorded among the Land Records aforesaid in Liber C.W.C. No. 51, folio 164) to the lands hereinabove described, for ingress and egress thereto by all lawful means whatsoever, over, upon and across a roadway easement being 30 feet on either side of the centerline herein-after described as follows, to wit:

BEGINNING for the same at the southwest corner of Lot 14, Bay Bridge Industrial Center and running along the line for the end of dedication of Bridge Drive, South 11 degrees 59 minutes 31 seconds East 42.12 feet to the true point of beginning; thence leaving said line of dedication and running on a curve to the right having an (1) arc length of 175.49 feet, a radius of 250.00 feet and a chord bearing and length of North 40 degrees 48 minutes 14 seconds West 171.91 feet; thence North 20 degrees 41 minutes 40 seconds West 359.81 feet to a point on the easterly line of the 45.1194 acre parcel, hereinabove intended to be conveyed, said point being 434.28 feet from the northeasterly corner of the aforesaid parcel and containing 32.118 square feet or 0.7373 acres of land, more or less.

ALSO TOGETHER with an easement to erect and maintain signs as contained in Deed of even date from the Mortgagees to the Mortgagors and recorded or intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto.

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

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid, unto the said Kent Island Limited Partnership, its successors and assigns, in fee simple;

PROVIDED, that if the said Yachting Associates, its successors and assigns, shall well and truly pay or cause to be paid the aforesaid principal sum of \$1,600,000.00 and all the installments of interest thereon when and as each of them shall respectively be due and payable as aforesaid and shall perform each and all of the covenants herein on his part to be performed, then this Mortgage shall be void.

AND, the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, after a default shall have occurred in any of the covenants or conditions of this Mortgage as herein provided; and the said Mortgagor hereby also authorizes the said Mortgagee, his heirs, personal representatives and assigns, or the duly authorized attorney or agent of the said Mortgagee, after any default shall have occurred in the covenants or conditions of this Mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provision of Article 66 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 additio 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 counsel fee of \$1,000.00 and a commission to the party making the sale of said property

equal to the commission allowed Trustees for making sale of property by virtue of a decree of Court having equity jurisdiction in the State of Maryland; (2) to the repayment of the then unpaid balance of principal and interest on the First and Second Mortgages, in that order, held by Union Trust Company of Maryland, which said mortgages are hereinbefore more particularly described, together with any and all costs and expenses of collection, including reasonable attorneys' fees which may be provided for in said mortgages and/or in the notes secured thereby; or to the repayment of the then unpaid balance of principal and interest on the Substituted First Mortgage should the same be obtained by Yachting Associates in accordance with the terms of this Agreement in substitution of said First and Second Mortgages held by Union Trust Company of Maryland in said Substituted First Mortgage and/or in the note secured thereby; (3) to the payment of all claims, reduced by an amount equal to that portion of the proceeds repaid pursuant to item 2 described immediately above, of the said Mortgagee, his heirs, executors, administrators, or assigns, hereunder, whether the same shall have matured or not, including interest thereon until final audit; (4) and the surplus (if any there be) to the said Mortgagor, its successors, personal representatives, or assigns, or to whomever may be entitled to same.

AND the said Mortgagor, for itself, its successors and assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the power hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commissions the said Mortgagor for himself, his heirs, personal representatives and assigns does hereby covenant to pay, and the said Mortgagee, his heirs, personal representatives and assigns, or their said attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of 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 the said Mortgagor, for itself, its successors and assigns, covenants with the Mortgagee as follows:

(1) To pay the principal and interest of the Mortgage note in accordance with its terms.

(2) To pay the real estate taxes and assessments levied or to be levied against the premises covered by this mortgage when due or before interest and/or penalty commences (now October 1st.);

(3) To pay the current 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 authorized to do business in Maryland approved by the Mortgagee which approval shall not be unreasonably withheld.

(4) To keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies (except natural water damage) for the benefit of the Mortgagor and the Mortgagee, as their interest may appear, in such companies, and in such form as shall be reasonably satisfactory to the Mortgagee, its successors or assigns in such amounts as may be agreed by the parties from time to time but not less than \$60,000.00 on steel roof covered slips, \$29,000.00 on marine shop and \$30,000.00 on the marina restaurant and office 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 successors and assigns so to do, the Mortgagee, its successors or assigns, may do so and add the cost hereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage.

(5) To permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof: It shall not be considered "waste", nor a default of this mortgage that excavation and filling or changing of the grade of the property made by the Mortgagor.

(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 title to the herein mortgaged property be acquired by any person, persons, partnership or corporation wherein Peter J. Carroll, Jr. and Franklin J. Wood do not retain a controlling interest by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent; provided further that the property may be encumbered, subject to this Purchase Money Mortgage and Agreement by the Mortgagor, its successors and assigns, for construction and permanent financing for improvements located on or appertinent to said property; without the Mortgagee's written consent, then the whole or said principal sum shall at the option of the Mortgagee immediately become due and owing as herein provided;

(8) To pay a late charge not to exceed Two Per Cent (2%) 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;

The Mortgagee agrees to join in the execution from this mortgage any easements or rights of ways for utilities to public utility companies without cost or payment on said principal amount of said mortgage.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, his heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

THE said Mortgagor covenants that he will warrant specially the property hereby mortgaged, and that he will execute such further assurances as may be requisite. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the Hands and Seals of the parties hereto.

WITNESS:

YACHTING ASSOCIATES

Peter J. Carroll, Jr.

BY: *Peter J. Carroll, Jr.* (SEAL)
Peter J. Carroll, Jr.

Franklin J. Wood

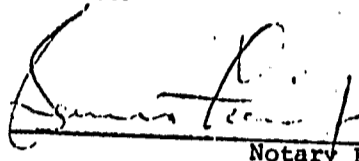
BY: *Franklin J. Wood* (SEAL)
Franklin J. Wood

STATE OF MARYLAND
COUNTY OF ANNE ARUNDEL

TO WIT:

I HEREBY CERTIFY, That on this 31st day of November, in the year one thousand nine hundred and seventy-four (1974), before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared PETER J. CARROLL, JR. and FRANKLIN J. WOOD, all of the partners of YACHTING ASSOCIATES, the above named Mortgagors, satisfactorily proven to be the persons whose names are subscribed to the within Purchase Money Mortgage and Agreement, and acknowledged that they executed the same for the purposes therein contained, and they also acknowledged the foregoing Purchase Money Mortgage and Agreement to be their act. On the same day also appeared ALLEN I. MORRIS and NATHAN MORRIS, general partners of KENT ISLAND LIMITED PARTNERSHIP, the Mortgagee, being the duly authorized agents of said Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing Purchase Money Mortgage and Agreement is true and bona fide as therein set forth, and also made oath that they are the agents of the Mortgagee and duly authorized to make this affidavit.

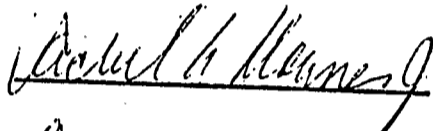
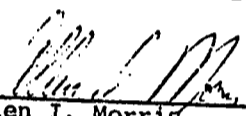
WITNESS my Hand and Notarial Seal.

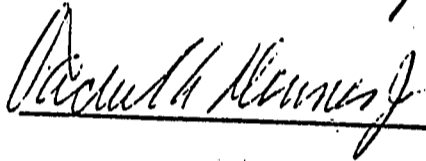
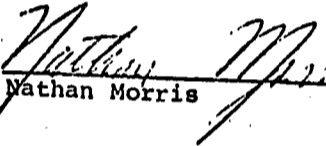

Notary Public

My Commission Expires:

WITNESS:

KENT ISLAND LIMITED PARTNERSHIP

 BY:  (SEAL)
Allen I. Morris

 BY:  (SEAL)
Nathan Morris

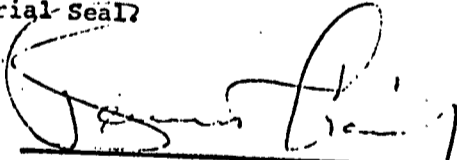
STATE OF MARYLAND

COUNTY OF ANNE ARUNDEL

TO WIT:

I HEREBY CERTIFY, That on this 31st day of November, in the year one thousand nine hundred and seventy-four (1974), before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ALLEN I. MORRIS and NATHAN MORRIS, the general partners of KENT ISLAND LIMITED PARTNERSHIP, satisfactorily proven to be the persons whose names are subscribed to the within Purchase Money Mortgage and Agreement, and acknowledged that they executed the same for the purposes therein contained on behalf of KENT ISLAND LIMITED PARTNERSHIP.

WITNESS my Hand and Notarial Seal.


Notary Public

My Commission Expires:

EXHIBIT "A"

MORTGAGE NOTE

\$1,600,000.00

November 30, 1974

FOR VALUE RECEIVED, YACHTING ASSOCIATES (the "Maker"), a partnership formed under the laws of the State of Maryland, promises to pay to the order of KENT ISLAND LIMITED PARTNERSHIP, a Maryland limited partnership, in lawful money of the United States of America, the principal sum of \$1,600,000, together with interest on the unpaid principal balance from time to time outstanding at the rate of eight percent (8%) per annum, as follows:

(i) The Maker shall pay \$5,000 on December 30, 1974 and a like amount on the 30th day of each and every month thereafter (or, in the month of February, on the last day of the month) up to and including November 30, 1976.

(ii) The Maker shall pay \$50,000 on or before December 1, 1976, and shall pay \$50,000 on or before December 1, 1977.

(iii) The Maker shall pay \$12,500 on December 30, 1976 and a like amount on the 30th day of each and every month thereafter (or, in the month of February on the last day of the month) until the principal of and interest on this Note are paid in full. Notwithstanding anything to the contrary herein, this Note shall be due and payable in full November 30, 1996.

(iv) Each of the above payments shall be applied first to the payment of interest on the unpaid principal balance of this Note at the rate of eight percent (8%) per annum and the balance to the reduction of principal. Accrued but unpaid interest shall bear interest at the rate of eight percent (8%) per annum, compounded monthly until paid. (For example: for computation purposes, accrued unpaid interest shall be added to principal monthly and interest at 8%/12 month charged monthly. Accrued unpaid interest shall be computed as follows:
$$8\% \times 1,600,000 = \frac{128,000}{12} = 10,666.66 \text{ accrued interest}$$
$$= \frac{5,000.00}{5,666.66} \text{ paid interest}$$
$$= 5,666.66 \text{ accrued unpaid interest}$$

All payments under this note shall be made at the office of Kent Island Limited Partnership in Stevensville, Maryland 21666, or such other place as the holder of this Note may from time to time designate to the Maker in writing.

This Note is secured by a Mortgage, bearing even date herewith, on 45.1194 acres real property owned by Maker in the Fourth Election District of Queen Anne's County, Maryland.

This Note may be prepaid at any time in whole, or from time to time in part, without premium or penalty, except that no prepayment may be made prior to January 1, 1975. If this Note is prepaid in whole, the Maker shall have the right to have the prepayment applied first to pay off and discharge the indebtedness to Union Trust Company of Maryland secured by the existing first and second mortgages on the property encumbered by the Mortgage securing this Note.

If (i) the Maker defaults in the payment of any installment of interest on or principal of this Note when the same becomes due and payable or defaults in the payment prior to any penalties or interest becoming due of the real estate taxes (now September 30 of each year) or insurance premiums required to be paid by the Maker under the Mortgage securing this Note, and any such default continues for more than five days (excluding Saturdays, Sundays and State and Federal legal holidays) after the Maker receives written notice specifying the default, or (ii) if the Maker defaults in the performance or observance of any of the other covenants or conditions on its part to be performed or observed under the Mortgage securing this Note, and such default continues for more than 30 days after the Maker receives written notice specifying such default, then, in either such event, the entire unpaid balance of principal of this Note, together with the interest accrued thereon, shall, at the option of the holder of this Note, become due and payable forthwith, time being of the essence of this obligation.

The Maker agrees to pay all costs and reasonable attorney's fees incurred by the holder in connection with a default under this Note or the collection of this Note.

Notwithstanding the foregoing provisions of this Note, this Note shall not bind the Maker further than to bind its right, title and interest in and to the real property encumbered by the Mortgage securing this Note, and on default hereunder no deficiency or other personal judgment shall be rendered or entered against the Maker, except that the Maker and its partners, individually and as members of Yachting Associates, shall, until December 15, 1978, be personally liable for the payment of a total amount of principal and/or interest as provided herein of \$150,000.00, or the amount by which the total obligation of principal and interest exceeds \$1,500,000.00, whichever is the smaller.

All notices required or permitted by this Note to be given by the holder to the Maker shall be sent by registered or certified mail, return receipt requested, first class postage prepaid, to the Maker in care of Bennett Crain, Jr., 160 South Street, Annapolis, Maryland 21401.

IN WITNESS WHEREOF, the Maker has executed and delivered this Note under seal on the day and year first above written.

YACHTING ASSOCIATES,
a co-partnership

BY: _____ (SEAL)
Peter J. Carroll, Jr.,
Partner

BY: _____ (SEAL)
Franklin J. Wood, Partner

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

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber C.W.C. No. 89, folio 271, 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 24th day of July, 1979.



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

COMPLAINANTS
EXHIBIT

No 2

AMENDMENT TO MORTGAGE NOTE

THIS AMENDMENT is made and entered into this 1st day of December, 1976, by and between (i) YACHTING ASSOCIATES (the "Maker"), a partnership formed under the laws of the State of Maryland, consisting of Peter J. Carroll, Jr. and Franklin J. Wood; and (ii) KENT ISLAND LIMITED PARTNERSHIP (the "Payee"), a Maryland limited partnership.

WITNESSETH: The Mortgage Note dated November 30, 1974 (the "Note") in the amount of \$1,600,000.00 issued by the Maker and payable to the order of the Payee is hereby modified and amended as follows:

1. The Payee represents and warrants to the Maker that the Payee is now the holder of the Note and has the legal power to execute and deliver this Amendment.

2. Subparagraph (iii) of the first unnumbered paragraph of the Note (providing for the payment of \$12,500 on December 30, 1976 and at monthly intervals thereafter) is hereby deleted and the following new subparagraph is added in lieu thereof:

"(iii) The Maker shall pay \$8,500 on December 30, 1976 and a like amount on the 30th day of each and every month thereafter (or, in the month of February, on the last day of the month) up to and including November 30, 1977. The Maker shall pay \$12,500 on December 30, 1977 and a like amount on the 30th day of each and every month thereafter (or, in the month of February, on the last day of the month) until the principal and interest on this Note are paid in full. The Maker shall pay an additional payment of \$48,000 on or before November 30, 1977. Notwithstanding anything to the contrary herein, this Note shall be due and payable in full on November 30, 1996.

3. The seventh unnumbered paragraph of the Note is hereby amended by (a) deleting "December 15, 1978" and substituting "December 15, 1983" in lieu thereof; (b) deleting "\$150,000.00" and substituting "\$100,000.00" in lieu thereof; and (c) adding the following sentence after the last sentence of said paragraph: "The December 1, 1977 payment of \$50,000.00, when made, shall further reduce the personal responsibility of Peter J. Carroll, Jr., Franklin J. Wood, and Yachting Associates by \$50,000.00."

4. The Maker and Payee acknowledge that as of the date of this Amendment, the sum of the unpaid principal balance of the Note and accrued interest thereon is \$ 1,196,477¹².

5. The Maker and its partners authorize David A. Sacks, Michael Evan Jaffe, or any other attorney at law authorized to practice before the Court of Appeals of the State of Maryland to appear in any court of record in the county or other jurisdiction where the Maker has its principal place of business or where the partners of the Maker have the places of residence, as the case may be, after the indebtedness evidenced by the Note becomes due and payable, and waive the issuance and service of process; and subject to the limitations contained in the seventh unnumbered paragraph of the Note, as hereby amended, confess a judgment against the Maker and its partners, or either of them, in favor of the holder(s) of this Note, for the amount then appearing due thereon, ~~and waive all errors and rights of appeal.~~ In the event of default by the Maker and judgment is entered in a court of record, no attachment, levy or other seizure of the property of the Maker, Yachting Associates, or its partners, Peter J. Carroll, Jr., and Franklin J. Wood, shall be filed in any court, or with any sheriff, marshall or constable, or upon any property, until sixty (60) days from the date of service upon Yachting Associates, Peter J. Carroll, Jr., or Franklin J. Wood.

6. Except as modified and amended by this Amendment the Maker and Payee hereby ratify and confirm all of the terms and provisions of the Note.

IN WITNESS WHEREOF, the Maker and Payee have signed this Amendment as of the day and year first above written.

Maker:

YACHTING ASSOCIATES

BY: Peter J. Carroll, Jr. Partner

BY: Franklin J. Wood Partner

Payee:

KENT ISLAND LIMITED PARTNERSHIP

BY: Allen I. Morris General Partner

BY: Nathan Morris General Partner

AMENDMENT TO PURCHASE MONEY MORTGAGE

THIS AMENDMENT is made and entered into this 12th day of December, 1976, by and between (i) YACHTING ASSOCIATES ("Mortgagor"), a partnership formed under the laws of Maryland, and (ii) KENT ISLAND LIMITED PARTNERSHIP ("Mortgagee"), a Maryland limited partnership.

WITNESSETH:

WHEREAS, pursuant to a Purchase Money Mortgage dated November 30, 1974, and recorded on _____, 1974 in Liber _____, folio _____, among the Land Records of Queen Anne's County, Maryland, the Mortgagor granted to the Mortgagee a lien on 45.1194 acres, more or less, located in Queen Anne's County, Maryland, to secure the payment of a Mortgage Note of \$1,600,000 owed by the Mortgagor to the Mortgagee;

WHEREAS, the Mortgagor and the Mortgagee desire to modify and amend the Purchase Money Mortgage;

NOW, THEREFORE, for One Dollar (\$1) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor and the Mortgagee agree that the Purchase Money Mortgage is amended as follows:

1. The Mortgage Note (in the form attached as Exhibit A to the Purchase Money Mortgage) has been amended in the manner provided by the Amendment to Mortgage Note in the form attached hereto as Exhibit A.
2. Except as modified by this Amendment, the terms and provisions of the Purchase Money Mortgage are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Mortgagor and the Mortgagee have signed this Amendment under seal on the day and year first above written.

Mortgagor

YACHTING ASSOCIATES

By: Peter J. Carroll, Jr. (SEAL)
Peter J. Carroll, Jr., Partner

By: Franklin J. Wood (SEAL)
Franklin J. Wood, Partner

Mortgagee

KENT ISLAND LIMITED PARTNERSHIP

By: Allen I. Morris (SEAL)
Allen I. Morris, General Partner

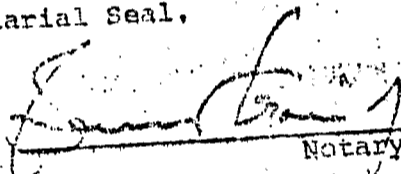
By: Nathan Morris (SEAL)
Nathan Morris, General Partner

200

STATE OF MARYLAND)
COUNTY OF ANNE ARUNDEL) SS:

I HEREBY CERTIFY, That on this 18 day of December, 1976, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared PETER J. CARROLL, JR. and FRANKLIN J. WOOD, all of the partners of YACHTING ASSOCIATES, the above named Mortgagor, satisfactorily proven to be the persons whose names are subscribed to the within Amendment to Purchase Money Mortgage, and acknowledged that they executed the same for the purposes therein contained, and they also acknowledged the foregoing Amendment to Purchase Money Mortgage to be their act. On the same day also appeared ALLEN I. MORRIS and ~~NATHAN MORRIS~~ general partner of KENT ISLAND LIMITED PARTNERSHIP, the Mortgagee, being the duly authorized agent of said Mortgagee, and made oath in due form of law that he is the agent of the Mortgagee and duly authorized to make this affidavit and acknowledged that he executed the Amendment to Purchase Money Mortgage for the purposes therein contained.

WITNESS my Hand and Notarial Seal.


Notary Public

My Commission Expires:

STATE OF _____)
COUNTY OF _____) SS:

I HEREBY CERTIFY that on this _____ day of December, 1976, before me, the subscriber, a Notary Public of the State of _____ County, personally appeared NATHAN MORRIS, general partner of KENT ISLAND LIMITED PARTNERSHIP, the Mortgagee, being the duly authorized agent of said Mortgagee, and made oath in due form of law that he is the agent of the Mortgagee and is duly authorized to make this affidavit and acknowledged that he executed the Amendment to Purchase Money Mortgage for the purposes therein contained.

WITNESS my Hand and Notarial Seal.

Notary Public
My commission expires:

COMPLAINANTS
EXHIBIT
NO 3

SECOND AMENDMENT TO MORTGAGE NOTE

THIS SECOND AMENDMENT is made and entered into this 13 day of September, 1978, by and between (i) YACHTING ASSOCIATES (the "Maker"), a partnership formed under the laws of the State of Maryland, consisting of Peter J. Carroll, Jr. ^{and others} ~~and Frank W. Wood and~~ (ii) KENT ISLAND LIMITED PARTNERSHIP (the "Payee"), a Maryland Limited Partnership.

WITNESSETH: The Mortgage Note dated November 30, 1974 (the "Note") in the amount of \$1,600,000.00 issued by the Maker and payable to the order of the Payee as amended by an Amendment to Mortgage Note dated December 1, 1976, is further modified and amended as follows:

1. The Payee represents and warrants to the Maker that the Payee is now the holder of the Note and has the legal power to execute and deliver this Amendment.

2. Subparagraph (iii) of the first unnumbered paragraph of the Note (providing for the payment of \$12,500 on December 30, 1976 and at monthly intervals thereafter) is hereby deleted and the following new subparagraph is added in lieu thereof:

"The Maker shall pay \$8,500 on December 30, 1976 and a like amount of the 30th day of each and every month thereafter (or, in the month of February, on the last day of the month) up to and including November 30, 1978. The Maker shall pay \$12,500 on December 30, 1978, and a like amount on the 30th day of each and every month thereafter (or, in the month of February, on the last day of the month) until the principal and interest on this Note are paid in full. The Maker shall pay an additional payment of \$96,000 on or before November 30, 1978. Notwithstanding anything to the contrary herein, this Note shall be due and payable in full on November 30, 1996.

3. The Maker and Payee acknowledge that as of the date of this Amendment, the sum of the unpaid principal balance of the Note and accrued interest thereon is \$ 1,708,841.⁶⁸

4. The Maker and its partners authorize David A. Sacks, Michael Evan Jaffe, or any other attorney at law authorized to practice before the Court of Appeals of the State of Maryland to appear in any court of record in the county or other jurisdiction where the Maker has its principal place of business or where the partners of the Maker have the places of residence, as

the case may be, after the indebtedness evidenced by the Note becomes due and payable, and waive the issuance and service of process, and subject to the limitations contained in the seventh unnumbered paragraph of the Note, as amended, confess a judgment against the Maker and its partners, or either of them, in favor of the holder(s) of the Note, for the amount then appearing due thereon. In the event of default by the Maker and judgment is entering in a court of record, no attachment, levy or other seizure of the property of the Maker, Yachting Associates, or its partners, ^{or} Peter J. Carroll, Jr., and Franklin J. Wood, shall be filed in any court, or with any sheriff, marshall or constable, or upon any property, until sixty (60) days from the date of service upon Yachting Associates, Peter J. Carroll, Jr., or Franklin J. Wood.

PJC
YJW

5. Except as modified and amended by this Amendment the Maker and Payee hereby ratify and confirm all of the terms and provisions of the Note. By signing this Second Amendment, the Payee is not waiving any defaults under the Note, or the Purchase Money Mortgage or other documents securing the Note, which may now exist.

6. Nothing contained herein shall in any way whatsoever be construed to increase the personal liability of Peter J. Carroll, Jr., Franklin J. Wood or Yachting Associates nor shall Peter J. Carroll, Jr., Franklin J. Wood or Yachting Associates be liable personally for any payments due under this Second Amendment to Mortgage Note. The payment made pursuant to this Second Amendment to the Mortgage Note, when made, shall further reduce the personal responsibility of Peter J. Carroll, Jr., Franklin J. Wood and Yachting Associates by \$48,000.00.

IN WITNESS WHEREOF, the Maker and Payee have signed this Second Amendment as of the day and year first above written.

I hereby consent to this
Second Amendment to Mortgage
Note dated September 13, 1978

Franklin J. Wood
Franklin J. Wood

Maker:

YACHTING ASSOCIATES

By: Peter J. Carroll, Jr.
Peter J. Carroll, Jr., Partner

By: Franklin J. Wood, Partner

Payee:

KENT ISLAND LIMITED PARTNERSHIP

By: Nathan Morris
Nathan Morris, General Partner

By: Nathan Morris
Nathan Morris, General Partner

RECEIVED FOR RECORD June 14, 1971

THE TITLE GUARANTEE COMPANY

COMPLAINANT'S
EXHIBIT NO 4

App. H-

This Mortgage, made this 14th day of June

in the year one thousand nine hundred and seventy-one, by and between KENT ISLAND LIMITED PARTNERSHIP (by Nathan Morris and Allen I. Morris, General Partners, as disclosed by the Sixth Amended Certificate of Limited Partnership for Kent Island Limited Partnership,) (dated June 30, 1970, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 48 folio 586; the power and authority of said General Partners to make, execute and deliver this Mortgage encumbering the hereinafter described property being derived from Section 9 of Article 73 of the Annotated Code of Maryland and Section No. 9 of the Kent Island Limited Partnership Agreement, recorded among the Land Records of Queen Anne's County in Liber C.W.C. NO. 1 folio 75), hereinafter referred to as Mortgagor, party of the first part; NATHAN MORRIS and ALLEN I. MORRIS, individually, and LILLIAN MORRIS (wife of Nathan Morris) and DOROTHEA S. MORRIS, (wife of Allen I. Morris), Guarantors as hereinafter set forth, parties of the second part; and UNION TRUST COMPANY OF MARYLAND, a body corporate of the State of Maryland, party of the third part, Mortgagee;

WHEREAS, the Mortgagor is justly indebted unto the Mortgagee for a loan contemporaneous herewith in the full and just sum of \$250,000.00, the receipt of which is hereby acknowledged by the Mortgagor;

AND WHEREAS, the parties of the second part have joined herein for the purpose of guaranteeing the payment in full of the principal and the interest to accrue thereon as the same shall in any manner become due and payable, and the costs and commissions incident to the collection of the same if not paid as herein provided, which said Guarantors, by their execution of this Mortgage do assume all liabilities hereunder and the performance of all covenants and agreements herein contained as fully as if they were the Makers hereof, and are bound in such manner by all terms and provisions herein stated;

AND WHEREAS, the Mortgagor has agreed to repay the said sum so advanced, with interest thereon from the date hereof at the rate of eight and one-half per centum (8-1/2%) per annum, in monthly installments of principal and interest of \$2,461.86, commencing the 16th day of JULY, 1971, and payable on the 15th day of each month thereafter until the whole of said principal and interest shall be paid and satisfied, which said monthly payments shall firstly be applied to interest and the rate aforesaid and secondly to the balance of the principal mortgage indebtedness. All payments shall be made in lawful money of the United States of America at the offices of Union Trust Company of Maryland, or at such other place as may be designated in writing by the Mortgagee from time to time. Upon default in any payment required hereunder to be made, the entire balance of the said indebtedness, including principal and interest, at the option of the Mortgagee, shall immediately become due and payable;

AND WHEREAS, said Mortgagor shall have the right to prepay said indebtedness, in whole or in part, at any time, without premium or penalty, with interest to cease on the principal indebtedness so prepaid; provided, however, that all prepayments of principal shall be accompanied by the payment of all interest accruing to the date of such prepayment;

AND WHEREAS, the due execution and delivery of this mortgage is a condition precedent to the granting of said loan.

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

ALL that tract or parcel of land situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, on Kent Island, bounded on the west by the waters of the Chesapeake Bay, on the north by the right of way line of dual lane U. S. Route 50-301, on the east and south by remaining lands of Kent Island Limited Partnership and described by metes and bounds, courses and distances according to a plat and survey by Hanson and Associates, registered surveyors, dated June, 1966, as follows, to wit:

BEGINNING for the same at a point on the southerly right of way line of U. S. Route 50-301 at the intersection of said right of way line and the waters of the Chesapeake Bay, thence by and with the southerly right of way line of U. S. Route 50-301 South 72 degrees 09 minutes 40 seconds East 492.50 feet more or less, to a point marked with a concrete monument, thence still with the same, South 72 degrees 09 minutes 40 seconds East 1,110.00 feet to a point, thence leaving said southerly right of way line of U. S. Route 50-301, and by and with the remaining lands of Kent Island Limited Partnership, South 17 degrees 50 minutes 20 seconds West 1,328.31 feet and thence still with the same, North 77 degrees 11 minutes 38 seconds West 1,178.88 feet, more or less, to the waters of the Chesapeake Bay, thence by and with the waters of said Chesapeake Bay, North 30 degrees 15 minutes 00 seconds East 85.00 feet, North 16 degrees 16 minutes 00 seconds East 320.30 feet, North 08 degrees 38 minutes 00 seconds West 228.60 feet, North 65 degrees 03 minutes 00 seconds West 101.80 feet, North 45 degrees 09 minutes 00 seconds West 254.00 feet, North 13 degrees 25 minutes 02 seconds East 411.51 feet, and North 22 degrees 30 minutes 00 seconds East 286.60 feet to intersect the south right of way line of U. S. Route 50-301 and the place of beginning, containing, 1,965,402 square feet, or 45.1194 acres of land, more or less.

BEING part of the same lands conveyed by deed from Ann M. Starkey unto Kent Island Limited Partnership by deed dated June 25, 1970, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 48 folio 444.

AND especially together with a right of way or easement, to be used in common with others, extending from the westerly terminus of Bridge Road (see grant from Kent Island Limited Partnership to the County Commissioners of Queen Anne's County, dated November 20, 1970, recorded among the Land Records

of Queen Anne's County in Liber C.W.C. No. 51 folio 471) and the westerly boundaries of Lots Nos. 21 and 14 of Bay Bridge Industrial Center (as shown on a plat recorded among the Land Records aforesaid in Liber C.W.C. No. 51 folio 164) to the lands hereinabove described, for ingress and egress thereto by all lawful means whatsoever, over, upon and across a roadway easement being 30 feet on either side of the centerline hereinafter described as follows, to wit:

BEGINNING for the same at the southwest corner of Lot 14, Bay Bridge Industrial Center, and running along the line for the end of dedication of Bridge Drive, South 11 degrees 59 minutes 31 seconds East 42.12 feet to the true point of beginning; thence leaving said line of dedication and running on a curve to the right having an (1) arc length of 175.49 feet, a radius of 250.00 feet and a chord bearing and length of North 40 degrees 48 minutes 14 seconds West 171.91 feet; thence North 20 degrees 41 minutes 40 seconds West 359.81 feet to a point on the easterly line of the 45.1194 acre parcel, hereinabove intended to be conveyed, said point being 434.28 feet from the northeasterly corner of the aforesaid parcel and containing 32.118 square feet or 0.7373 acres of land, more or less, to a point, thence bearing said southerly right of way line of U. S. Route 50-301, and by and with the remainder

AND the said Guarantors, parties of the second part herein, do hereby authorize and direct that all monies arising from the aforesaid loan or advancement shall be paid or delivered unto Kent Island Limited Partnership.

same, North 77 degrees 11 minutes 36 seconds West 1,178.88

Chesapeake Bay, thence
Bay, North 30 degrees 11
North 16 degrees 10 min
North 66 degrees 36 minutes 00

degrees 03 minutes 00
09 minutes 00 seconds
minutes 02 seconds East
feet, and North 22 degrees 50 minutes 00 seconds East 184.12

to intersect the south right of way line of U. S. Route 50-301, and the place of beginning, containing, 1,965,482 square feet or 45.1194 acres of land, more or less.

BEING part of the same lands conveyed by deed.

IN WITNESS WHEREOF, the said Guarantors have hereunto set their hands and seals, this 1st day of August, 1965.

ATTEST: Notary Public for Queen Anne's County, Maryland.

Notary Public for Queen Anne's County, Maryland.

of Queen Anne's County in Liber 5, N.C. No. 11 folio 471; and the...

...BEGINNING for the same, at the southwest corner of...
...bearing and line of...
...bearing and line of...
...bearing and line of...
...bearing and line of...

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

To have and to hold the said lot(s) of land, with the improvements and appurtenances aforesaid, unto the said mortgagee or his heirs, personal representatives, successors and assigns, in fee simple

...containing 52.116 square feet.

Provided that if the said principal sum of money loaned as aforesaid, and the interest thereon, shall be paid when due, and if all of the covenants herein mentioned shall be performed, then this mortgage shall be void.

But upon any default being made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this mortgage, then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith.

And the said mortgagor in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, of the Maryland Rules, or of any other general or local laws of the State of Maryland relating to mortgages, including any amendments, supplements or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after a default has occurred in any of the conditions of this mortgage, as herein provided; and the said mortgagor does (2) also authorize the said mortgagee, his heirs, personal representatives, successors or assigns, or

his or its attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving the notice required by law of the time, place, manner and terms of sale in some newspaper published in the City or County in which the land is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient.

And it is agreed that upon any sale of said property under this mortgage, 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 One Hundred dollars for conducting the proceedings if without contest, but if legal services be rendered to the trustee appointed by such decree or to the mortgagee or his assignee or to the party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper; and also a commission to the party making 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, his heirs, personal representatives, successors or assigns hereunder, whether the same shall have then matured or not, including interest thereon until final ratification of the auditor's report; and third, the balance, if any, to the said mortgagor, his heirs, personal representatives, successors or assigns. Half of such commissions and all such expenses and costs shall be paid by the mortgagor, his heirs, personal representatives, successors or assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

And it is covenanted that until default be made in any covenant or condition of this mortgage (but not thereafter), the said mortgagor, his heirs, personal representatives, successors or assigns, shall have possession of the property, upon paying in the meantime all taxes and assessments, ground rents, public dues and charges

levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest, which mortgage debt and interest, taxes, assessments, ground rents, public dues and charges the said mortgagor on behalf of himself and his heirs, personal representatives, successors or assigns, covenants to pay when legally due, and upon payment thereof to exhibit to the mortgagee the receipted bills thereof, at the place of business of the mortgagee, or his agent. And the mortgagee shall have the right and authority to pay any delinquent expenses which the mortgagor has covenanted to pay and fails to pay, and the amount so paid shall be added to the principal debt named herein and shall bear interest at the rate of six per centum (6 %) per annum. And upon any default in any of the covenants of this mortgage, the mortgagee shall be entitled, without notice to the mortgagor, to the immediate appointment of a receiver of said property, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver be appointed, the rents and profits of said property are hereby assigned to the mortgagee as additional security.

Should the title or the equity of redemption in the property hereinbefore described be acquired, in whole or in part, by voluntary or involuntary deed, grant 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 then due or to become due shall, at the election of the mortgagee, be immediately due and payable, unless such voluntary deed, grant or assignment shall first be consented to by the mortgagee herein.

And the said mortgagor on behalf of himself and his heirs, personal representatives, successors or assigns, covenants to pay the mortgage debt and interest thereon and to keep the improvements on the land insured against loss by fire and other hazards as required by the mortgagee, his heirs, personal representatives, successors or assigns in an insurance company or companies acceptable to, and in an amount approved by, the said mortgagee, and to cause the policy or policies to be so framed or indorsed as in case of fire or other loss to inure to the benefit of the said mortgagee, his heirs, personal representatives, successors or assigns, to the extent of the lien or claim under this mortgage, and to deliver the policy or policies to the mortgagee, to be kept by the mortgagee. And in the event of any loss by fire or other hazard the insurance company or companies are hereby directed by the mortgagor to make payment for such loss to the mortgagee only, and not to the mortgagor and mortgagee jointly; such payment to the mortgagee shall be applied to the extinguishment of the principal, interest and expenses secured by this mortgage, whether then due or not, but shall not exceed the amount payable under this mortgage, or such money so payable may, with the consent of the mortgagee, be applied to the repairing of the premises damaged. And the said mortgagor also covenants and agrees that no fire or other hazard insurance shall be effected or remain in force on the hereby mortgaged property except as provided for herein. And the said mortgagor covenants to warrant specially the said property, and to execute such further assurances thereof 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.

WITNESS the hand and seal of the said Mortgagor, and the said Guarantors.

~~WITNESS the corporate seal of the said Mortgagor, and the signature of the Vice-President~~

TEST: Therrell C. Rowles J KENT ISLAND LIMITED PARTNERSHIP
By: Nathan Morris

Provided that if the said principal sum of money herein mortgaged shall not be paid when due, and if all of the covenants herein mentioned shall not be observed, then as aforesaid (SEAL)
But upon any default being made in the payment of the mortgage debt hereby secured shall thereupon be Nathan Morris, individually (SEAL)

And the said mortgagor in accordance with the laws of the State of Maryland, of the County of Queen Anne's (SEAL)
and relating to mortgages, including any Allen I. Morris, individually (SEAL)
default has occurred in any of the covenants of Lillian Morris, individually (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT: Dorothea S. Morris, individually (SEAL)
County of Queen Anne's, on this 19th day of June, 1971.

On this day before me, a Notary Public of said State, personally appeared Nathan Morris and Allen I. Morris, General Partners of Kent Island Limited Partnership, and Nathan Morris and Allen I. Morris, individually, and Lillian Morris and Dorothea S. Morris known to me, (or satisfactorily proven), to be the person(s) whose name(s) is/are subscribed to the within Mortgage, and who, in my presence, signed and sealed the same and acknowledged that they executed the same for the purposes therein contained, ~~as the duly authorized Vice-President of said corporation, by signing the name of the corporation, by himself as Vice-President~~

At the same time also appeared Charles E. Kinsey, Senior Vice-President of Union Trust Company of Maryland for conducting the proceedings rendered to the trustee appointed by such deed or to the mortgagee of the said mortgage(s) 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 also made oath that he is agent of the mortgagee(s).

In Testimony Whereof, I have hereunto set my hand and affixed my official seal.
Therrell C. Rowles J Notary Public

My Commission Expires 7/1/74

Modification Agreement is recorded in Liber C.W.C. #89, folio 256, a Land Record Book for Queen Anne's County.

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

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber C.W.C. No. 56, folio 136, a Land Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 24th day of July, 1979.

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

T-15.

COMPLAINANT'S
EXHIBIT NO 5

THE TITLE GUARANTEE COMPANY

App. H.

Lib. 71, 729
Lib. 58656 RECEIVED JOE RECORD 22, 1973 1:30 P.M.

SECOND
This Mortgage, made this 27 day of March

In the year one thousand nine hundred and seventy-three, by and between KENT ISLAND LIMITED PARTNERSHIP, (by Nathan Morris and Allen I. Morris, General Partners, as disclosed by the Sixth Amended Certificate of Limited Partnership for Kent Island Limited Partnership), (dated June 30, 1970, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 48 folio 586, the power and authority of said General Partners to make, execute and deliver this Mortgage encumbering the hereinafter described property being derived from Section 9 of Article 73 of the Annotated Code of Maryland and Section No. 9 of the Kent Island Limited Partnership Agreement, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 1 folio 75), hereinafter referred to as Mortgagor, party of the first part; NATHAN MORRIS and ALLEN I. MORRIS, individually, and LILLIAN MORRIS (wife of Nathan Morris) and DOROTHEA S. MORRIS, (wife of Allen I. Morris), Guarantors as hereinafter set forth, parties of the second part; and UNION TRUST COMPANY OF MARYLAND, a body corporate of the State of Maryland, party of the third part, Mortgagee;

WHEREAS, the Mortgagor is justly indebted unto the Mortgagee for a loan contemporaneous herewith in the full and just sum of \$100,000.00, the receipt of which is hereby acknowledged by the Mortgagor;

AND WHEREAS, the parties of the second part have joined herein for the purpose of guaranteeing the payment in full of the principal and the interest to accrue thereon as the same shall in any manner become due and payable, and the costs and commissions incident to the collection of the same if not paid as herein provided, which said Guarantors by their execution of this Mortgage do assume all liabilities hereunder and the performance of all covenants and agreements herein contained as full as if they were the makers hereof, and are bound in such manner by all terms and provisions herein stated;

AND WHEREAS, the Mortgagor has agreed to repay the said sum so advanced, with interest thereon from the date hereof at the rate of eight and one-half per centum (8-1/2%) per annum, in monthly installments of principal and interest of \$984.80, commencing the 15 day of April, 1973, and payable on the 15th day of each month thereafter until the whole of said principal and interest shall be paid and satisfied, which said monthly payments shall firstly be applied to interest and the rate aforesaid and secondly to the balance of the principal mortgage indebtedness. All payments shall be made in lawful money of the United States of America at the offices of Union Trust Company of Maryland, or at such other place as may be designated in writing by the Mortgagee from time to time. Upon default in any payment required hereunder to be made, the entire balance of the said indebtedness, including principal and interest, at the option of the Mortgagee, shall immediately become due and payable;

AND WHEREAS, said Mortgagor shall have the right to prepay said indebtedness, in whole or in part, at any time, without premium or penalty; with interest to cease on the principal indebtedness so prepaid; provided, however, that all prepayments of principal shall be accompanied by the payment of all interest accruing to the date of such prepayment;

AND WHEREAS, the due execution and delivery of this mortgage is a condition precedent to the granting of said loan.

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

v-10-10 original. Mailed to Mortgagee, 8:30 P.M. 2/27/73. Liber Spring, Md. 2/27/73. Mr. Frank A. Spaulford, Personal Lawyer for the Plaintiff

ALL that tract or parcel of land situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, on Kent Island, bounded on the west by the waters of the Chesapeake Bay, on the north by the right of way line of dual lane U. S. Route 50-301, on the east and south by remaining lands of Kent Island Limited Partnership and described by metes and bounds, courses and distances according to a plat and survey by Hanson and Associates, registered surveyors, dated June, 1966, as follows, to wit:

BEGINNING for the same at a point on the southerly right of way of U. S. Route 50-301 at the intersection of said right of way line and the waters of the Chesapeake Bay, thence by and with the southerly right of way line of U. S. Route 50-301, South 72 degrees 09 minutes 40 seconds East, 492.50 feet, more or less, to a point marked with a concrete monument, thence still with the same, South 72 degrees 09 minutes 40 seconds East, 1,110.00 feet to a point, thence leaving said southerly right of way line of U. S. Route 50-301, and by and with the remaining lands of Kent Island Limited Partnership, South 17 degrees 50 minutes 20 seconds West, 1,328.31 feet and thence still with the same, North 77 degrees 11 minutes 38 seconds West, 1,178.88 feet, more or less, to the waters of the Chesapeake Bay, thence by and with the waters of said Chesapeake Bay, North 30 degrees 15 minutes 00 seconds East, 85.00 feet, North 16 degrees 16 minutes 00 seconds East, 320.00 feet, North 08 degrees 38 minutes 00 seconds West, 228.60 feet, North 65 degrees 03 minutes 00 seconds West, 101.80 feet, North 45 degrees 09 minutes 00 seconds West, 254.00 feet, North 13 degrees 25 minutes 02 seconds East, 411.51 feet, and North 22 degrees 30 minutes 00 seconds East, 286.60 feet to intersect the south right of way line of U. S. Route 50-301 and the place of beginning, containing 1,965,402 square feet, or 45.1194 acres of land, more or less.

BEING part of the same lands conveyed by deed from Ann M. Starkey unto Kent Island Limited Partnership by deed dated June 25, 1970, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 48 folio 444.

AND especially together with a right of way or easement, to be used in common with others, extending from the westerly terminus of Bridge Road (see grant from Kent Island Limited Partnership to the County Commissioners of Queen Anne's County, dated November 20, 1970, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 51 folio 471) and the westerly

boundaries of Lots Nos. 21 and 14 of Bay Bridge Industrial Center (as shown on a plat recorded among the Land Records aforesaid in Liber C.W.C. No. 51 folio 164) to the lands hereinabove described, for ingress and egress thereto by all lawful means whatsoever, over, upon and across a roadway easement being 30 feet on either side of the centerline hereinafter described as follows, to wit:

BEGINNING for the same at the southwest corner of Lot 14, Bay Bridge Industrial Center and running along the line for the end of dedication of Bridge Drive, South 11 degrees 59 minutes 31 seconds East, 42.12 feet to the true point of beginning; thence leaving said line of dedication and running on a curve to the right having an (1) arc length of 175.49 feet, a radius of 250.00 feet and a chord bearing and length of North 40 degrees 48 minutes 14 seconds West, 171.91 feet; thence North 20 degrees 41 minutes 40 seconds West, 359.81 feet to a point on the easterly line of the 45.1194 acre parcel, hereinabove intended to be conveyed, said point being 434.28 feet from the northeasterly corner of the aforesaid parcel and containing 32.118 square feet or 0.7373 acres of land, more or less.

SUBJECT, nevertheless, to the operation, lien and effect of a certain mortgage from Kent Island Limited Partnership, et. al., unto Union Trust Company of Maryland, dated June 14, 1971, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 56 folio 136.

AND the said Guarantors, parties of the second part herein, do hereby authorize and direct that all monies arising from the aforesaid loan or advancement shall be paid or delivered unto Kent Island Limited Partnership.



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

To have and to hold the said lot(s) of land, with the improvements and appurtenances aforesaid, unto the said mortgagee or his heirs, personal representatives, successors and assigns, in fee simple.

Provided that if the said principal sum of money loaned as aforesaid, and the interest thereon, shall be paid when due, and if all of the covenants herein mentioned shall be performed, then this mortgage shall be void.

But upon any default being made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this mortgage, then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith.

And the said mortgagor in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, of the Maryland Rules, or of any other general or local laws of the State of Maryland relating to mortgages, including any amendments, supplements or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after a default has occurred in any of the conditions of this mortgage, as herein provided; and the said mortgagor does (2) also authorize the said mortgagee, his heirs, personal representatives, successors or assigns, or

his or its attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving the notice required by law of the time, place, manner and terms of sale in some newspaper published in the City or County in which the land is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient.

And it is agreed that upon any sale of said property under this mortgage, 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 one hundred dollars for conducting the proceedings if without contest, but if legal services be rendered to the trustee appointed by such decree or to the mortgagee or his assignee or to the party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper; and also a commission to the party making 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, his heirs, personal representatives, successors or assigns hereunder, whether the same shall have then matured or not, including interest thereon until final ratification of the auditor's report; and third, the balance, if any, to the said mortgagor, his heirs, personal representatives, successors or assigns. Half of such commissions and all such expenses and costs shall be paid by the mortgagor, his heirs, personal representatives, successors or assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

And it is covenanted that until default be made in any covenant or condition of this mortgage (but not thereafter), the said mortgagor, his heirs, personal representatives, successors or assigns, shall have possession of the property, upon paying in the meantime all taxes and assessments, ground rents, public dues and charges

levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest, which mortgago debt and interest, taxes, assessments, ground rents, public dues and charges the said mortgagor on behalf of himself and his heirs, personal representatives, successors or assigns, covenants to pay when legally due, and upon payment thereof to exhibit to the mortgagee the received bills thereof, at the place of business of the mortgagee, or his agent. And the mortgagee shall have the right and authority to pay any delinquent expenses which the mortgagor has covenanted to pay and fails to pay, and the amount so paid shall be added to the principal debt named herein and shall bear interest at the rate of per centum (%) per annum. And upon any default in any of the covenants of this mortgage, the mortgagee shall be entitled, without notice to the mortgagor, to the immediate appointment of a receiver of said property, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver be appointed, the rents and profits of said property are hereby assigned to the mortgagee as additional security.

Should the title or the equity of redemption in the property hereinbefore described be acquired, in whole or in part, by voluntary or involuntary deed, grant 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 then due or to become due shall, at the election of the mortgagee, be immediately due and payable, unless such voluntary deed, grant or assignment shall first be consented to by the mortgagee herein.

And the said mortgagor on behalf of himself and his heirs, personal representatives, successors or assigns, covenants to pay the mortgage debt and interest thereon and to keep the improvements on the land insured against loss by fire and other hazards as required by the mortgagee, his heirs, personal representatives, successors or assigns in an insurance company or companies acceptable to, and in an amount approved by, the said mortgagee, and to cause the policy or policies to be so framed or indorsed as in case of fire or other loss to inure to the benefit of the said mortgagee, his heirs, personal representatives, successors or assigns, to the extent of the lien or claim under this mortgage, and to deliver the policy or policies to the mortgagee, to be kept by the mortgagee. And in the event of any loss by fire or other hazard the insurance company or companies are hereby directed by the mortgagor to make payment for such loss to the mortgagee only, and not to the mortgagor and mortgagee jointly; such payment to the mortgagee shall be applied to the extinguishment of the principal, interest and expenses secured by this mortgage, whether then due or not, but shall not exceed the amount payable under this mortgage, or such money so payable may, with the consent of the mortgagee, be applied to the repairing of the premises damaged. And the said mortgagor also covenants and agrees that no fire or other hazard insurance shall be effected or remain in force on the hereby mortgaged property except as provided for herein. And the said mortgagor covenants to warrant specially the said property, and to execute such further assurances thereof 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.

WITNESS the hand and seal of the said Mortgagor.

WITNESS the corporate seal of the said Mortgagor, and the signature of its Vice-President.

WITNESS:

KENT ISLAND LIMITED PARTNERSHIP

WITNESS:

By: Nathan Morris (SEAL)

Nathan Morris (SEAL)

Allen I. Morris, General Partners (SEAL)

Nathan Morris, individually (SEAL)

Allen I. Morris, individually (SEAL)

Lillian Morris, individually (SEAL)

Dorothea S. Morris, individually (SEAL)

STATE OF MARYLAND, ~~SKXXXXXXXXXXXX~~ TO WIT:

On this 27 day of March 1973, before me, a Notary Public of said State, personally appeared Nathan Morris and Allen I. Morris, General Partners of Kent Island Limited Partnership, and Nathan Morris and Allen I. Morris, individually, and Lillian Morris and Dorothea S. Morris, their wives, known to me, (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Mortgage, and who, in my presence, signed and sealed the same and acknowledged that he executed the same for the purposes therein contained, ~~as the duly authorized Vice-President of said corporation, by signing the name of the corporation by himself as Vice-President.~~

At the same time also appeared CHARLES C. KINSEY, Senior Vice-President of Union Trust Company of Maryland

~~of~~ the said mortgagee(s) and made oath in due form of law that the consideration set forth in said mortgago is true and bona fide as therein set forth; and also made oath that he is agent of the mortgagee(s);

In Testimony Whereof, I have hereunto set my hand and affixed my official seal.



Charles C. Kinsey, Jr. Notary Public

My Commission Expires 7-1-1974

STATE OF MARYLAND, COUNTY OF Queen Anne's, TO WIT:

I HEREBY CERTIFY, that on this 27 day of March, 1973, before me, the undersigned, a Notary Public of the State of Maryland, in and for the aforesaid County, personally appeared Charles E. Rensen, Jr. Vice-President of Union Trust Company of Maryland, and 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 of this mortgage, and that he is the duly authorized agent of the Mortgagee to make this affidavit.

AS WITNESS my hand and Notarial Seal.

Charles E. Rensen, Jr.
NOTARY PUBLIC

My Commission Expires: 7-1-1979

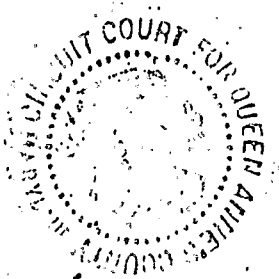


Modification Agreement is recorded in Liber C.W.C. # 89, folio 261, a Land Record Book for Queen Anne's County.

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

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber C.W.C. No. 72, folio 183, 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 24th day of July, 1979.



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

RECEIVED FOR...
RECORDED IN LIBER...
FOLIO...

LIBER 12 PAGE 550
LIBER 89 PAGE 286

DEC -3 PM 2:55

FOR
QUEEN ANNE'S COUNTY
CHARLES W. CLEGG, CLERK

COMPLAINANTS
EXHIBIT
NO 6

DOCUMENT NO. 27 615

DEC-3-74 * 2 068 *****12.00
DEC-3-74 A #2 068 *****12.00

THIS DEED OF EASEMENTS, Made this 30th day of November,
in the year one thousand nine hundred and seventy-four (1974), by
and between KENT ISLAND LIMITED PARTNERSHIP and YACHTING ASSOCIATES,
a partnership created under the laws of the State of Maryland.

Yachting Associates hereby grants and conveys unto Kent
Island Limited Partnership, its successors and assigns, easements
for the construction, maintenance and reconstruction of storm
water, public sewer and water facilities and systems to serve
Lots 1 through 21, inclusive, as shown on a plat entitled Bay
Bridge Industrial Center, prepared by Hanson and Associates and
recorded among the Plat Records of Queen Anne's County in Liber
C.W.C. 51, folio 164, and that parcel of land which lies between
the lots of the Bay Bridge Industrial Center and the lands
conveyed this date from Kent Island Limited Partnership to
Yachting Associates on the following described parcels of land.

1. All that strip of land 20 feet wide immediately
adjacent to and binding upon the southerly right of way line of
U.S. Route 50-301, South 72° 09' 40" East, 492.50 feet, more or
less, to a point marked with a concrete monument; thence still
with the same, South 72° 09' 40" East 1,110.00 feet to a point.

2. All that strip of land 20 feet wide immediately
adjacent to and binding on the line of division between the
Yachting Associates property and the airport runway of Kent
Island Limited Partnership being more particularly described in
the deed of even date and recorded or intended to be recorded
prior hereto as the "North 77° 11' 38" West, 1,178.88 foot line".

Kent Island Limited Partnership hereby grants and conveys
unto Yachting Associates, its successors and assigns, easements
for the construction, maintenance and reconstruction of storm

1-8-75 RECORDED IN LIBER C.W.C. 51, FOLIO 164

water, public sewer and water facilities and systems to serve the tract of land, being 45 acres, more or less, conveyed by deed of even date from Kent Island Limited Partnership to Yachting Associates and recorded or intended to be recorded among the Land Records of Queen Anne's County prior hereto on the following described parcels of land.

1. All that strip of land 20 feet wide immediately adjacent to and binding upon the right of way line of Route 50-301 (the South $72^{\circ} 09' 40''$, East 3941.06 foot line) of the remaining property of Kent Island Limited Partnership to its intersection with a county or state road known as old Maryland Route 404; thence with the westerly side of said road to Stevensville Road (a public road) or such reasonable point to connect to public sewer or water service when available.

2. All that strip of land 20 feet wide immediately adjacent to and binding upon the southern side of the extension reversely of the North $77^{\circ} 11' 38''$ West 3211.96 foot line from the waters of the Chesapeake Bay to Stevensville Road.

3. All that strip of land being 60 feet wide and containing 0.7373 acres of land, now being used as a road from the end of the dedication of Bridge Drive to the Pier One Marina facility being more particularly described in a deed of even date from Kent Island Limited Partnership to Yachting Associates and recorded or intended to be recorded among the Land Records of Queen Anne's County prior hereto.

The parties hereto further agree that if the location of the cross easements granted herein are not located as determined by sound engineering practices and/or the requirements of local governmental authorities, the parties, without cost or fee, grant

such other easements as may be necessary for the development of the respective properties, provided, however, the easements shall not interfere with structures already built or planned to be built.

WITNESS the hands and seals of the parties hereto.

WITNESS:

KENT ISLAND LIMITED PARTNERSHIP

Russell Morris

BY: *Allen I. Morris* (SEAL)
Allen I. Morris

Nathan Morris

BY: *Nathan Morris* (SEAL)
Nathan Morris

STATE OF MARYLAND

COUNTY OF ANNE ARUNDEL TO WIT:

I HEREBY CERTIFY, That on this 20th day of November, in the year one thousand nine hundred and seventy-four (1974), before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ALLEN I. MORRIS and NATHAN MORRIS, the general partners of KENT ISLAND LIMITED PARTNERSHIP, who signed the foregoing Deed of Easements in my presence and who acknowledged the foregoing Deed of Easements to be its act.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:

[Signature]
Notary Public

WITNESS:

YACHTING ASSOCIATES

[Signature]

BY: *Peter J. Carroll, Jr.* (SEAL)
Peter J. Carroll, Jr.

[Signature]

BY: *Franklin J. Wood* (SEAL)
Franklin J. Wood

STATE OF MARYLAND

COUNTY OF ANNE ARUNDEL TO WIT:

I HEREBY CERTIFY, That on this 31st day of November, in the year one thousand nine hundred and seventy-four (1974), before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared PETER J. CARROLL, JR. and FRANKLIN J. WOOD, all of the partners of YACHTING ASSOCIATES, who signed the foregoing Deed of Easements in my presence and who acknowledged the foregoing Deed of Easements to be its act.

AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires:

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

I HEREBY CERTIFY that the foregoing is truly taken and copied from Liber C.W.C. No. 89, folio 286, 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 24th day of July, 1979.

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



VACHEL A. DOWNES, JR.
Assignee of Mortgage

IN THE CIRCUIT COURT

FOR

VS.

CLERK OF COURT

QUEEN ANNE'S COUNTY

YACHTING ASSOCIATES

1979 JUL 24 PM 3:17

IN EQUITY

QUEEN ANNE'S COUNTY

NO. 6472

STATEMENT OF MORTGAGE INDEBTEDNESS

Balance of principal and accrued but unpaid interest as of May 30, 1979	\$ 1,616,317.15
Interest at \$359.18 per day from June 1, 1979 through July 25, 1979, 55 days	19,754.90
Late charges for which demand has been made and accrued charges for July, 1979, payment	<u>500.00</u>
Total as of July 25, 1979	\$ 1,636,572.05

Respectfully Submitted

Vachel A. Downes Jr.

 Vachel A. Downes, Jr.
 Assignee As Aforesaid

AFFIDAVIT

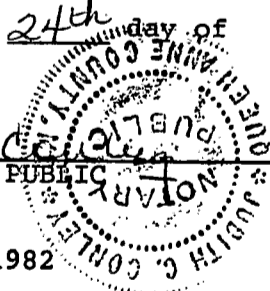
STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S, TO WIT:

I HEREBY CERTIFY, that on this 24th day of July, 1979, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Vachel A. Downes, Jr., Assignee as aforesaid, and Nathan Morris and Allen I. Morris, General Partners of Kent Island Limited Partnership who are familiar with the accounting records of said partnership and the individual accounts therein, and made oath in due form of law that the matters and facts set forth in the foregoing Statement of Mortgage Indebtedness is true and correct to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal this 24th day of July, 1979.

Judith C. [Signature]

 NOTARY PUBLIC



My Commission Expires: 7-1-1982

VACHEL A. DOWNES, JR.
Assignee of Mortgage

IN THE CIRCUIT COURT

FOR

VS.

QUEEN ANNE'S COUNTY

IN EQUITY

YACHTING ASSOCIATES

NO. 6472

PETITION FOR NOMINAL BOND

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Vachel A. Downes, Jr., Assignee of Mortgage, unto your honors respectfully represents:

1. That your Petitioner did on July 24, 1979 institute certain foreclosure proceedings in this Honorable Court as by reference to these proceedings will more fully appear.
2. That the property involved in said proceedings constitutes 45.1194 Acres of land more or less, located on Kent Island, bounded on the west by the waters of the Chesapeake Bay and on the north by U.S. Routes 50-301; said lands having thereon substantial improvements for the marina business and associated services. Said premises are commonly known as Pier One Marina and/or as Chesapeake Bay Yachting Center.
3. That the Statement Of Mortgage Indebtedness filed herein shows an indebted due unto the Mortgagees of \$1,636,572.05 as of July 25, 1979.
4. That your Petitioner is advised that the cost of a bond in the aforesaid amount would be approximately \$4,500.00, and that the expenditure of a sum of money of this magnitude may not be necessary at this time.
5. That in a public sale of this magnitude and of lands of this nature, it is quite likely that the mortgagee and note holder (Kent Island Limited Partnership) will be required to re-purchase, for a sum approximately equal the mortgage balance, or lower, the said property in order th protect its interest, in which event the monies actually coming into the hands of the undersigned will not be substantial, but sufficient to pay only the costs and expenses of suit.
6. That your Petitioner agrees that should the property be purchased by an outside interest (other than Kent Island Limited Partnership), or by Kent Island Limited Partnership for a sum in excess of the balance due to it, then in this event monies in excess of those needed for the costs and expenses of suit will be paid over unto your Petitioner, and that therefore the bond should be increased to cover the actual sums anticipated to be received.

FILED
1979 JUL 12 12
QUEEN ANNE'S COUNTY

Wherefore, your Petitioner prays this Honorable Court to pass an order authorizing your Petitioner to file a bond in the nominal amount of \$2,000.00 pending the sale of the aforementioned property.

AND, AS IN DUTY BOND, ETC.


Vachel A. Downes, Jr.
Assignee of Mortgage

ORDER

The foregoing Petition having been read and considered, it is this _____ day of August, 1979, by the Circuit Court for Queen Anne's County, In Equity, ORDERED that Vachel A. Downes, Jr., Assignee of a mortgage recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 89 folio 271, is hereby authorized to file a bond in the amount of \$2,000.00 pending the foreclosure sale of the property described in said mortgage; provided however, that if the highest bid at said sale shall be by a party other than Kent Island Limited Partnership, or by Kent Island Limited Partnership for an amount in excess of the amount due to it as evidenced by the statement of mortgage debt filed herein, or any amendment thereof, the said Assignee shall forthwith file an additional bond in these proceedings in an amount sufficient to cover the actual monies anticipated to be paid over to said Assignee, as shall be determined by further order of this Court.

JUDGE

VACHEL A. DOWNES, JR.
Assignee of Mortgage

IN THE CIRCUIT COURT

FOR

VS.

QUEEN ANNE'S COUNTY

YACHTING ASSOCIATES

FILED

IN EQUITY

NO. 6472

AUG 13 1979

CIRCUIT COURT
QUEEN ANNE'S CO.

PETITION FOR APPOINTMENT OF RECEIVER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Vachel A. Downes, Jr., Assignee of said mortgage for the purpose of collection by foreclosure or otherwise of the mortgaged property described therein respectfully shows:

1. That the mortgage recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 89 folio 271, hereto filed in these proceedings marked Complainant's Exhibit No. 1 contained a covenant on the part of the mortgagor which reads as follows: "(6) that the holder of this mortgage in any action to foreclose shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect rents and profits of said premises and account therefore as the Court may direct."

2. That the property referred to in this proceeding is improved by a marina and certain buildings used for marina purposes as well as certain docks and slips; that the property is known as Pier One Marina, and/or as the Chesapeake Bay Yachting Center; that the property is located on the Chesapeake Bay immediately adjacent to and binding upon U.S. Routes Nos. 50-301; that certain accounts receivable are known to be due to the Respondant herein; that portions of the improvements are rented and various slips and docks are now likewise rented and said rented portions are now in the possession of the lessees, and that there are other portions of the property which are not now rented which may or can be rented; and your Petitioners are advised that such accounts receivable and rentals as may be or become available from the mortgaged property can and should, under the provisions of the mortgage above referred to, be collected by a receiver to be appointed by this Honorable Court and applied by him or them, under direction of this Court, to the payment of the mortgagee's claim.

3. That the mortgage is now in default and that by reason thereof the mortgaged property is subject to sale and the mortgagee is entitled to have all of the terms and provisions of the mortgage enforced.

WHEREAS, your Petitioners pray:

- (a) That an order or decree be passed herein appointing a receiver or receivers to collect accounts receivable, rents and profits of the mortgaged premises;

(b) That said receiver or receivers may be authorized and directed to take charge of said mortgage real estate and collect all accounts receivable and all rents and profits thereof in order that they may be applied under the direction of this Honorable Court to the payment of the mortgagee's claim.

AND AS IN DUTY BOUND, ETC.



VACHEL A. DOWNES, JR.
Assignee of said mortgage for
collection by foreclosure or
otherwise

VACHEL A. DOWNES, JR.
ASSIGNEE OF MORTGAGE

IN THE CIRCUIT COURT

FOR

VS.

QUEEN ANNE'S COUNTY

IN EQUITY

YACHTING ASSOCIATES

NO. 6472

ORDER OF COURT

The foregoing Petition having been read and considered; it is this 24th day of August, 1979, by the Circuit Court for Queen Anne's County, In Equity, ORDERED that Nathan Morris and Allen I. Morris, General Partners of Kent Island Limited Partnership be and they are hereby appointed receivers to take charge of the mortgaged real estate mentioned in these proceedings; that they first file with the Circuit Court a bond to the State of Maryland executed by themselves and a corporate surety or sureties to be approved by [redacted] the Clerk thereof, in the penalty of Ten Thousand

DOLLARS (\$10,000),

conditioned on the faithful performance of the trust reposed in them by this Order or to be reposed in them by any further decree or order in the premises; that said receivers shall then proceed to take charge of the mortgaged real estate mentioned in these proceedings and are authorized and directed to collect the accounts receivable due unto the Respondant and rents, issues and profits thereof, all to the end that said accounts receivable, rents, issues and profits may be applied under direction of this Court to the payment of the claim of the mortgagee or otherwise as this Court shall direct.

AND it is further ORDERED that the monies arising out of said collection be distributed under the direction of this Court after deducting such charges and expenses as it may be necessary to expend with the approval of this Court for the mortgaged property during the period of management by the management of the trust reposed in them by this Order of Court including the payment of the bond premium aforesaid as well as such commissions to said receivers as this Court shall think proper to allow in consideration of skill, attention and fidelity whereof they shall appear to have discharged their trust, all subject to the further order of this court in the premises.


JUDGE

24 18 2 35
QUEEN ANNE'S COUNTY

VACHEL A. DOWNES, JR.
Assignee of Mortgage

IN THE CIRCUIT COURT

FOR

VS.

QUEEN ANNE'S COUNTY

IN EQUITY

YACHTING ASSOCIATES

NO. 6472

Madam Clerk:

You will kindly file the attached letter from David H. Hillman and Company to Vachel A. Downes, Jr., dated July 23, 1979, as an exhibit attached to the Statement of Mortgage Indebtedness heretofore filed in said cause said letter to be marked and known as "Complainant's Exhibit No. 6" and prayed be made a part of these proceedings.

Vachel A. Downes, Jr.

Vachel A. Downes, Jr.
Assignee of Mortgage

FILED

AUG 13 1979

CIRCUIT COURT
QUEEN ANNE'S CO.

DAVID H. HILLMAN & COMPANY

CERTIFIED PUBLIC ACCOUNTANTS

4922 A SAINT ELMO AVENUE • BETHESDA, MARYLAND 20014 • (301) 654-0525

July 23, 1979

Mr. Vachel Downs Esq.
115 Lawyers Row
Centerville, Maryland

Re: Wraparound Mortgage
Peter Carrole, Pier One Marina

Dear Mr. Downs,

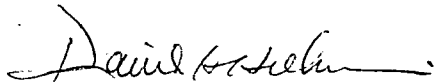
The undersigned has been the accountant for Kent Island Limited Partnership since 1971.

The Wraparound Mortgage held by Kent Island Limited Partnership has a current outstanding principal balance of \$1,616,317.15.

Interest has been paid thru May 30, 1979.

Accrued interest is computed at an annual rate of 8%. Interest is currently accruing on the unpaid principal balance at the rate of \$359.18 per day.

Cordially,



David H. Hillman
Certified Public Accountant

DHH/dg

RECEIVED JUL 24 1979

LIBER

12 PAGE 561

Equity # 6472

BOND

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

KNOW ALL MEN BY THESE PRESENTS: that we, Nathan Morris, of Stevensville, Queen Anne's County, State of Maryland (21666), and Allen I. Morris, of 5975 West Sunrise Boulevard, Suite 114A, Sunrise, State of Florida (33313), being the General Partners of Kent Island Limited Partnership, 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 TEN THOUSAND Dollars (\$10,000.00) current money of the United States of America, to be paid unto the State of Maryland, or its certain attorney, to which payment will and truly 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 24th day of August, 1979.

WHEREAS, by a certain mortgage from Yachting Associates, to Kent Island Limited Partnership, dated November 30, 1974, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 89 folio 271, the Mortgagors became indebted unto the Mortgagee, and subsequently said Mortgage came into default; and

WHEREAS, Nathan Morris and Allen I. Morris were appointed receivers in said proceedings by the Circuit Court for Queen Anne's County In Equity to collect and disburse under the direction of the Circuit Court for Queen Anne's County certain accounts receivable, rents and profits of the Mortgagor.

WHEREAS, the above boundedn, Nathan Morris and Allen I. Morris are about to collect certain accounts receivable, rents and profits arising from the operation of Pier One Marina, also known as Chesapeake Bay Yachting Center, being the property of the Mortgagor described in the defaulted mortgage above referred to.

Now the condition of the above obligation is such, that if the above bounded, Nathan Morris and Allen I. Morris do and shall, will and faithfully abide by and fulfill any Order or Decree which shall be made by any Court of Equity and shall faithfully perform the duties of the trust reposed in them by said Court, 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:

Louis L. [Signature]

Nathan Morris (SEAL)
NATHAN MORRIS

Allen I. Morris (SEAL)
ALLEN I. MORRIS

ATTEST:

William Freestate

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND

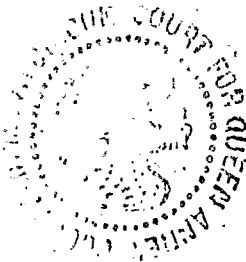
BY: William Freestate
William Freestate
Its Attorney In Fact

SURETY APPROVED AND BOND FILED ON Aug. 24, 1979

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from
Liber C.W.C. No. 2, folio 305, 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 24th
day of August, Nineteen Hundred and Seventy-
nine.



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

Equity #6472

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 TWO THOUSAND Dollars (\$ 2,000.00) 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 24th day of August, 1979.

WHEREAS, by a certain mortgage from Yachting Associates, to Kent Island Limited Partnership, dated November 30, 1974, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 89 folio 271, the Mortgagors became indebted unto the Mortgagee; and

WHEREAS, Vachel A. Downes, Jr., is the assignee of said mortgage for purposes of collection by foreclosure or otherwise.

WHEREAS, the above bounden, Vachel A. Downes, Jr., Assignee of said 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

Judith C. Cauley

Vachel A. Downes, Jr. (SEAL)
Vachel A. Downes, Jr.
Assignee of said Mortgagee

ATTEST:

Judith C. Cauley

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

BY: William Freestate
William Freestate
Its Attorney In Fact

SURETY APPROVED AND BOND FILED ON Aug 24, 1979

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber C.W.C. No. 2, folio 306, 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 24th day of August, Nineteen Hundred and Seventy-nine.

Marguerite W. Markin

Clerk of the Circuit Court for
Queen Anne's County

VACHEL A. DOWNES, JR.
ASSIGNEE OF MORTGAGE

IN THE CIRCUIT COURT

FOR

VS.

QUEEN ANNE'S COUNTY

IN EQUITY

YACHTING ASSOCIATES

NO. 6472

TO: Marguerite W. Mankin
Clerk of the Circuit Court for Queen Anne's County

Madam Clerk:

Kindly file the enclosed letter from the Internal Revenue
Service to the undersigned under date of August 17, 1979.

Wachel A. Downes, Jr.
Wachel A. Downes, Jr.
Assignee of Mortgage

AUG 24 1979

QUEEN ANNE'S COUNTY

cc: Mr. Nathan Morris
Bridge Road
Stevensville, Maryland 21666

cc: Allen Development Corporation
5975 West Sunrise Boulevard
Suite 114A
Sunrise, Florida 33313

LIBER 12 PAGE 566
Internal Revenue Service

Department of the Treasury

District
Director

31 Hopkins Plaza, Baltimore, MD 21201

▷ Mr. Vachel A. Downes, Jr.
115 Lawyers Row
Centreville, MD. 21617

Person to Contact: Robert C. Longford

Telephone Number: 301-962-3263

Refer Reply to: C:SPS:RCL

Date: August 17, 1979


Dear Mr. Downes:

• Thank you for your Notice of Foreclosure, as required by Section 7425(c) of the Internal Revenue Code, which was received in this office on August 16, 1979, pertaining to property titled in the name of Chesapeake Bay Yachting Center, Inc.

We consent to the sale of the mortgaged premises free and clear of the Federal Tax Lien. Section 7425(c)(2) permits us to give this consent if the notice is not received twenty-five days prior to the sale.

We shall file a Proof of Claim in this proceeding for any balance due by this taxpayer.

Sincerely yours,


Harvey R. Hammer
Chief, Special Procedures Staff

PROOF OF CLAIM FOR INTERNAL REVENUE TAXES

IN THE Circuit COURT

FOR THE Queen Anne's County, Maryland

IN THE MATTER OF:

Chancery
DUCKET NO. 6472

**Vachel A. Downes, Jr.,
Assignee of Mortgage**

TYPE OF PROCEEDING Mortgage Foreclosure

vs.

**Yachting Associates (Chesapeake Bay Yachting Center, Inc.)
Stevensville, Maryland 21666**

**CLAIM OF THE UNITED STATES
FOR INTERNAL REVENUE TAXES**

TAXPAYER'S IDENTIFYING NUMBER:
Social Security No. _____
Employer Identification No. 52-1008498

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:

- Yachting Associates is justly and truly indebted to the United States in the sum of \$6,474.10 with interest thereon as hereinafter stated
- 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	Assessed
			REMARKS	DATE TAX LIEN AROSE
WI-FICA (941)	09-30-77	\$4,359.24	02-17-78	12-05-77
Interest to 10-22-79		1,124.99		
Penalty		989.87		

FILED

AUG 30 1979

**CIRCUIT COURT
QUEEN ANNE'S CO.**

- 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;
- There are no set-offs or counterclaims to said debt;
- 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;
- 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
- 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 August, 1979 <i>[Signature]</i> Notary Public	SIGNATURE <i>[Signature]</i>
	INTERNAL REVENUE SERVICE TITLE Acting Chief, Special Procedures Staff
	ADDRESS P.O. Box 1076 Baltimore, Maryland 21203

VACHEL A. DOWNS, JR.,
Assignee of Mortgage,

VS.

YACHTING ASSOCIATES

* IN THE CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY
* IN EQUITY
* NUMBER 6472

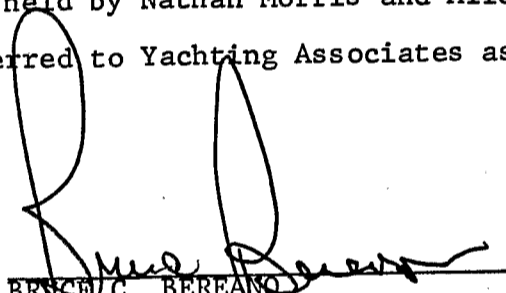
* * * * *

LINE

MADAM CLERK:

Please note that Yachting Associates filed a petition under Chapter XII of the United States Bankruptcy Act on August 31, 1979, in the United States District Court for the District of Maryland, Number 01521-L. By Order Authorizing Operation of Business entered August 31, 1979, in said proceeding, Yachting Associates was appointed Debtor-in-Possession.

Pursuant to such Order and by authority of Rule 12-43, Federal Rules of Bankruptcy Procedure, and 11 U.S.C. §§ 906 and 907, the mortgage foreclosure proceeding pending herein is stayed and all rights formerly held by Nathan Morris and Allen I. Morris as receivers are transferred to Yachting Associates as Debtor-in-Possession.

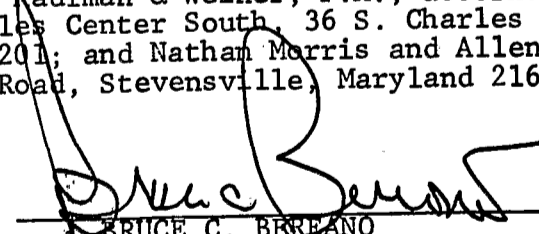


BRUCE C. BEREANO
195 Duke of Gloucester Street
Annapolis, Maryland 21401
267-0410

Attorney for Yachting Associates

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing Line were mailed, postage prepaid, this 5th day of September, 1979, to Vachel A. Downs, Jr., Esq., assignee of mortgage, Queen Anne's Building, 115 Lawyers Row, Centreville, Maryland 21617; Franklin L. Goldstein, Esq., Melnicove, Kaufman & Weiner, P.A., attorneys for Vachel A. Downs, Jr., Charles Center South, 36 S. Charles Street, Baltimore, Maryland 21201; and Nathan Morris and Allen I. Morris, receivers, Bay Bridge Road, Stevensville, Maryland 21666.



BRUCE C. BEREANO

19 SEP -5 PM 2:17

QUEEN ANNE'S COUNTY

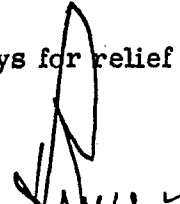
IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

IN RE:)
) IN PROCEEDINGS FOR AN
PETER J. CARROLL, JR., MID-ATLANTIC)
REALTY, INC., and MID-ATLANTIC) ARRANGEMENT UNDER
EXPOSITIONS, INC., T/A A PARTNERSHIP) CHAPTER XII OF THE
KNOWN AS YACHTING ASSOCIATES,)
)
Debtor.) BANKRUPTCY ACT
No. _____


ORIGINAL PETITION UNDER CHAPTER XII

1. The Petitioner's post office address is P. O. Box 3315, Annapolis, Maryland 21403. Petitioner's employer identification # is 52-1008510.
2. The Petitioner has had its principal place of business within this district for the preceding six months.
3. No other case under the Bankruptcy Act initiated on a Petition by or against the Petitioner is now pending.
4. The Petitioner is qualified to file this Petition and is entitled to the benefits under Chapter XII of the Bankruptcy Act.
5. The Petitioner is unable to pay its debts as they mature and as they have matured.
6. The Petitioner intends to file a Plan pursuant to Chapter XII of the Bankruptcy Act.

WHEREFORE, Petitioner prays for relief in accordance with Chapter XII of the Bankruptcy Act.


Bruce C. Bereano
Attorney for Petitioner
195 Duke of Gloucester Street
Annapolis, Maryland 21401
301-267-0410

Of Counsel:


B. Michael Rauh


Martin Shulman

Landis, Cohen, Singman and Rauh
1019-19th Street, NW, Suite 500
Washington, D. C. 20036
202-785-2020

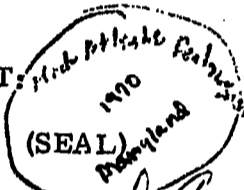
RECEIVED
AUG 31 1 53 PM '79
U.S. DISTRICT COURT
DISTRICT OF MARYLAND

COMMONWEALTH OF VIRGINIA)
) to wit:
CITY OF NORFOLK)

I, PETER J. CARROLL, JR., individually, as president of Mid-Atlantic Realty, Inc. and as president of Mid-Atlantic Expositions, Inc., the general partners of the partnership named as Petitioner in the foregoing petition, do hereby swear that the statements contained therein are true according to the best of my knowledge, information, and belief, and that the filing of this petition on behalf of the partnership has been authorized.

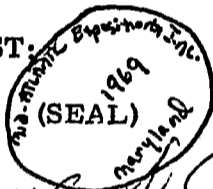
YACHTING ASSOCIATES

By: Peter J. Carroll, Jr. General Partner
Peter J. Carroll, Jr., General Partner

ATTEST: 
Peter J. Carroll, Jr.

Mid-Atlantic Realty, Inc., General Partner

By: Peter J. Carroll, Jr. President
Peter J. Carroll, Jr., President

ATTEST: 
Peter J. Carroll, Jr.

Mid-Atlantic Expositions, Inc., General Partner

By: Peter J. Carroll, Jr. President
Peter J. Carroll, Jr., President

On this 29th day of August, 1979, before me, Dawn C. Todorov, a notary public, personally appeared Peter J. Carroll, Jr., known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

Dawn C. Todorov
Notary Public

My commission expires: August 13, 1982.

On this 29th day of August, 1979, before me, Dawn C. Todorov, a notary public, personally appeared Peter J. Carroll, Jr., who acknowledged himself to be the President of Mid-Atlantic Realty, Inc. and Mid-Atlantic Expositions, Inc., corporations, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the names of both aforesaid corporations by himself as President.

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

Dawn C. Todorov
Notary Public

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

IN RE:)
	) IN PROCEEDINGS FOR AN
PETER J. CARROLL, JR., MID-ATLANTIC)
REALTY, INC., and MID-ATLANTIC	) ARRANGEMENT UNDER
EXPOSITIONS, INC., T/A A PARTNERSHIP)
KNOWN AS YACHTING ASSOCIATES,	) CHAPTER XII OF THE
)
Debtor.	) BANKRUPTCY ACT
	No. <u>79-01521-L</u>

ORDER AUTHORIZING OPERATION OF BUSINESS

Upon the Application of Peter J. Carroll, Jr., Mid-Atlantic Realty Inc., and Mid-Atlantic Expositions, Inc., t/a a Partnership known as Yachting Associates, the above-named Debtor, praying that as Debtor-in-Possession it be authorized to operate its business and manage its property, and for other relief, and it appearing that no notice of a hearing thereon should be given, and sufficient reason appearing therefor, it is

ORDERED that Peter J. Carroll, Jr., Mid-Atlantic Realty, Inc., and Mid-Atlantic Expositions, Inc., t/a a Partnership known as Yachting Associates, as Debtor-in-Possession, be and it hereby is authorized to operate its business and manage its property until the further Order of this Court; and it is

FURTHER ORDERED that without in any way limiting the generality of the foregoing, said Debtor-in-Possession shall have full power and authority until further Order of this Court (a) to purchase for cash or on credit such inventory, material, equipment, supplies, services or other property as the Debtor may deem necessary and advisable in connection with the ownership, leasing and development of the Debtor's property, and the improvement, maintenance, and protection of said property, as well as to purchase whatever advertising is necessary in connection with the operation of its business and to pay for such purchases made on credit when due; (b) to enter into any contracts incidental to the normal operation of the development

of the Debtor in the ownership, leasing, management, sale, and preservation of the property; (c) to keep the property of this estate insured in such manner and to such extent as may be necessary and advisable; (d) to pay and discharge out of any funds now or hereafter coming into the Debtor's hands all taxes and similar charges lawfully incurred in the operation of its business and preservation and maintenance of said property since the filing of said Petition; (e) to enter into any contracts of sale for the property of the Debtor as incidental to the normal operation of the activities of the Debtor; and (f) to collect and receive all rents, issues, income and profits, and all outstanding accounts, things in action and credits due or to become due to the within estate, and to hold and retain all monies thus received to the estate to the end that the same may be applied under this or different or Further Orders of this Court; and it is

FURTHER ORDERED during such operation and management, said Debtor-in-Possession shall file with this Court within a month after the filing of the Petition under Chapter XII, and not later than the 15th of each month thereafter, a verified written report of the financial condition of the estate, and shall include a statement of the operation of the business for the preceding month and, if payments are made to employees, the amounts of deductions for withholding and social security taxes and the place where such amounts are deposited. Such monthly reports shall include a statement of (a) receipts from all sources, classified, and balance on hand at the beginning and at the end of the month, (b) disbursements for all purposes, classified, (c) the amount of indebtedness incurred and remaining unpaid and contractual and other obligations assumed, and (d) inventory on hand at the beginning of the month and inventory on hand at the end of the month; and it is

FURTHER ORDERED that all debts incurred by the Debtor-in-Possession from and after the date of the initiation of this proceeding, whether for merchandise, supplies or other items purchased or contracted for by the

Debtor, shall constitute obligations to be paid in cash, in full, when and as the same shall become due and said obligations shall have priority over all unsecured obligations of the Debtor incurred prior to the filing of its Petition for an Arrangement; and it is

FURTHER ORDERED that said Debtor-in-Possession shall close its present books of account as of the close of business on the date of the entry of this Order, and shall open new books of account as of the opening of business on the next succeeding day, in which new books of account it shall cause to be kept proper accounts of its earnings, expenses, receipts, disbursements and all obligations incurred and transactions had in the operation of the business and the management, preservation and protection of the property of the within estate; and said Debtor-in-Possession shall preserve proper vouchers for all payments made on account of such disbursement; and it is

FURTHER ORDERED that the Debtor-in-Possession is directed and required to segregate and hold separate and apart from all other funds all monies withheld from employees or collected from others for taxes, including social security taxes, under any law of the United States or of any State or subdivision thereof, and forthwith to deposit the monies so withheld or collected in a separate bank account, and at the same time shall deposit in such account the Debtor's share or contribution required by any law of the United States or of any State or subdivision thereof, and the Debtor-in-Possession shall retain such funds in such separate bank account pending further Order of this Court; provided, however, that such amounts withheld and/or collected from others, or contributed by the Debtor-in-Possession shall be used solely for the purpose for which they have been set aside; and

provided, further that the Debtor-in-Possession as to all Federal taxes so withheld or collected or contributed, out of such separate bank account shall timely remit to the Debtor-in-Possession's bank of deposit, together with a Federal Tax Deposit form, all Federal taxes required to be withheld or contributed, and shall transmit a copy of such Federal Tax Deposit form to the District Director of Internal Revenue for the attention of the Chief, Special Procedures Section; and it is

FURTHER ORDERED that with regard to taxes required to be collected from others or imposed upon the Debtor under any law of any State or any subdivision of the United States of America, the Debtor-in-Possession shall timely remit such amount so collected or imposed to the person or agency authorized to collect such tax or taxes; and it is

FURTHER ORDERED that each report required to be filed with the Court shall indicate the amounts withheld or collected from others, the amounts contributed by the Debtor-in-Possession, the amounts and dates paid by Federal Tax Deposit, and the amount and dates paid to any State or subdivision thereof out of such special account, and shall be accompanied by a copy of all Federal Tax Deposit forms for the period covered by the report; and it is

FURTHER ORDERED that all bank accounts shall be maintained in depositories which are designated as approved depositories by this Court; and it is

FURTHER ORDERED that all persons, firms or corporations and entities including, but not limited to, the United States of America, any State or subdivision thereof, their respective departments, agencies and services, having or asserting any claim of any nature or description against the above-named Debtor, or any of its property be and each of them is hereby restrained and enjoined until further Order of this Court from

instituting or continuing with any actions, suit or proceeding of any nature or description against the above-named Debtor or any of its property wherever located, or from in any way interfering with, seizing, attaching, garnishing, foreclosing or levying upon said property or causing other judicial process to be issued against any or all of the property of the Debtor wherever located; and it is

FURTHER ORDERED that all persons, firms, corporations, creditors and landlords be and they hereby are enjoined from disturbing, interfering with, or disconnecting the furnishing of gas, telephone services, heat, electrical services, water supply, or any other utility of like kind furnished to said Debtor on account of any unpaid past due bills due from the Debtor until further Order of this Court.


United States Bankruptcy Judge

Dated:

August 31, 1975

I CERTIFY THAT
THIS IS A TRUE COPY;

ATTEST 
CHIEF CLERK

VACHEL A. DOWNES, JR.,
Assignee of Mortgage

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

VS.

IN EQUITY

YACHTING ASSOCIATES

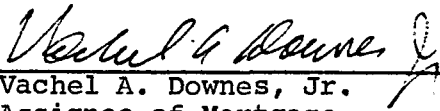
NO. 6472

* * * * *

AMENDED STATEMENT OF
MORTGAGE INDEBTEDNESS

Balance of principal and accrued but unpaid interest as of May 30, 1979	\$1,616,317.15
Interest at \$359.18 per day from June 1, 1979 through September 6, 1979, 98 days	35,199.64
Late charges for which demand has been made and accrued late charges through September 1, 1979, payment at \$250.00 per month	<u>1,000.00</u>
Total as of September 6, 1979	\$1,652,516.79

Respectfully Submitted



 Vachel A. Downes, Jr.
 Assignee of Mortgage

AFFIDAVIT

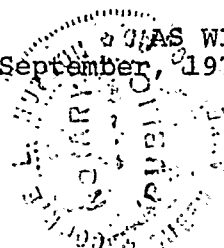
STATE OF MARYLAND

TO WIT:

COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, that on this 5th day of September, 1979, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Vachel A. Downes, Jr., Assignee as aforesaid, and Nathan Morris and Allen I. Morris, General Partners of Kent Island Limited Partnership who are familiar with the accounting records of said partnership and the individual accounts therein, and made oath in due form of law that the matters and facts set forth in the foregoing Amended Statement of Mortgage Indebtedness is true and correct to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal this 5th day of September, 1979.





 NOTARY PUBLIC

My Commission Expires: 7-1-1982

VACHEL A. DOWNES, JR.
Assignee of Mortgage

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

vs.

IN EQUITY

YACHTING ASSOCIATES

NO. 6472

* * * * *

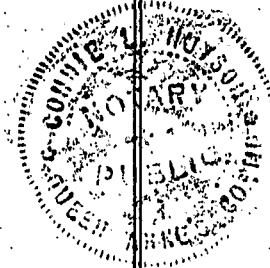
AFFIDAVIT

I HEREBY CERTIFY, that on this 5th day of September, 1979, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Vachel A. Downes, Jr., Assignee of Mortgage, and made oath in due form of law that registered mail notice of the time, place and terms of this sale were duly served by registered mail, per the terms of the notes filed in this cause, on Mr. Peter J. Carroll, Jr., Partner of Yachting Associates, and upon Peter J. Carroll, Jr., and Franklin J. Wood, Partners in Yachting Associates, in care of Bennett Crain, Jr., Esq., their Agent, all as prescribed by Rule W 74 (2) (c) of the Maryland Rules of Procedure.

AS WITNESS my hand and Notarial Seal this 5th day of September, 1979.

Cornelia L. Tutson
NOTARY PUBLIC

My Commission Expires: 7-1-1982



CLERK OF COURT

SEP 5 PM 3:39
QUEEN ANNE'S COUNTY

Copy 1

VACHEL A. DOWNES, JR.
Assignee of Mortgage

vs.

YACHTING ASSOCIATES

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 6472

To: Yachting Associates
c/o Mr. Peter J. Carroll, Jr.
P.O. Box 3315
Annapolis, Maryland 21403

To: Yachting Associates
Mr. Peter J. Carroll, Jr.
Mr. Franklin J. Wood
c/o Bennett Crain, Jr., Esq.
222 Severn Avenue
P.O. Box 3323
Annapolis, Maryland 21403

N O T I C E

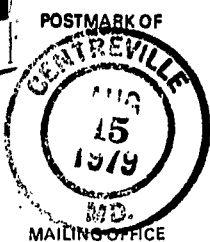
Under Rules W 74 (2) of the Maryland Rules of Procedure, you are hereby notified and advised of the time, place and terms of the foreclosure sale of the premises known as Pier One Marina and/or The Chesapeake Bay Yachting Center, Stevensville, Queen Anne's County, Maryland, by the enclosure herewith of a copy of the advertisement of sale published in the Queen Anne's Record-Observer.

Vachel A. Downes, Jr.
Vachel A. Downes, Jr.
Assignee of Mortgage

REGISTERED NO. 500

Value \$ <u>100.00</u>	Special Delivery \$
Reg. Fee \$ <u>3.00</u>	Return Receipt \$ <u>4.00</u>
Handling Charge \$	Restricted Delivery \$
Postage \$ <u>41</u>	<input type="checkbox"/> AIRMAIL

POSTMASTER (By) KAC



FROM Vachel A Downes Jr
Bx 87
21617

TO HARRY R HAMMER Ch Spec Rec STAFF
PO Box 1076
BALTO MD 21203

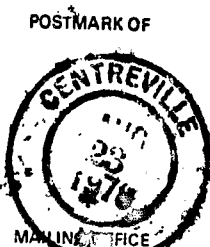
PS Form 3806 Jan. 1977

* GPO: 1977 - 237 - 902

REGISTERED NO. 503

Value \$ <u>100.00</u>	Special Delivery \$
Reg. Fee \$ <u>3.00</u>	Return Receipt \$ <u>4.00</u>
Handling Charge \$	Restricted Delivery \$
Postage \$ <u>15</u>	<input type="checkbox"/> AIRMAIL

POSTMASTER (By) KAC



FROM Vachel Downes Jr
PO Box 87
21617

TO Archery Assoc Inc of Vets of CA MINT
PO Box 3315
Annapolis Md 21402

PS Form 3806 Jan. 1977

* GPO: 1977 - 237 - 902

REGISTERED NO. 502

Value \$ <u>100.00</u>	Special Delivery \$
Reg. Fee \$ <u>3.00</u>	Return Receipt \$ <u>4.00</u>
Handling Charge \$	Restricted Delivery \$
Postage \$ <u>15</u>	<input type="checkbox"/> AIRMAIL

POSTMASTER (By) KAC



FROM Vachel A Downes Jr
PO Box 87
21617

TO BENNETT CAMINS JR Esq 722 Saven Ave
PO Box 3323
Annapolis Md 21403

PS Form 3806 Jan. 1977

* GPO: 1977 - 237 - 902

PS Form 3811, Aug. 1978

● 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: 2/20-3

Director of Internal Revenue
HARRY R. HAMMER

3. ARTICLE DESCRIPTION:
 REGISTERED NO. 507 CERTIFIED NO. _____ INSURED NO. _____
 (Always obtain signature of addressee or agent)

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

4. DATE OF DELIVERY AUG 18 1979

5. ADDRESS (Complete only if required)

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

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

* GPO: 1979-272-242

PS Form 3811, Aug. 1978

● 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: 21403

3. ARTICLE DESCRIPTION:
 REGISTERED NO. 502 CERTIFIED NO. _____ INSURED NO. _____
VENNA H CRAIN JR.
 1. (Always obtain signature of addressee or agent)
 I have received the article described above.
 SIGNATURE Addressee Authorized agent
Shela Little

4. DATE OF DELIVERY AUG 24 1979 POSTMARK
ANNAPOLIS, MD

5. ADDRESS (Complete only if requested)
ANNAPOLIS, MD

6. UNABLE TO DELIVER BECAUSE:
 ☆ GPO: 1978-272-282

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

PS Form 3511, Aug. 1978

● 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: 21403

3. ARTICLE DESCRIPTION:
 REGISTERED NO. 503 CERTIFIED NO. _____ INSURED NO. _____
PETER J. CARROLL JR.
 1. (Always obtain signature of addressee or agent)
 I have received the article described above.
 SIGNATURE Addressee Authorized agent
J. Harrington

4. DATE OF DELIVERY AUG 24 1979 POSTMARK
ANNAPOLIS, MD

5. ADDRESS (Complete only if requested)
ANNAPOLIS, MD

6. UNABLE TO DELIVER BECAUSE:
 CLERK'S INITIALS _____
 ☆ GPO: 1978-272-282

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND

IN RE:	)	IN PROCEEDINGS FOR
)	
PETER J. CARROLL, JR., MID-ATLANTIC REALTY, INC., and MID-ATLANTIC EXPOSITIONS, INC., T/A A PARTNERSHIP KNOWN AS YACHTING ASSOCIATES,	)	AN ARRANGEMENT
)	
	)	UNDER CHAPTER XII OF
	)	THE BANKRUPTCY ACT
Debtor.)	
	)	NO. 79-01521-L

ORDER OF DISMISSAL

At the duly noticed First Meeting of Creditors in this action on October 12, 1979, it appeared to the Court, from the Motion to Dismiss by Consent, that the Debtor is unable to operate as a debtor-in-possession under this Court's Order of August 31, 1979, and that creditors of the Debtor identified in the Debtor's Schedules filed herein have consented to the dismissal of these proceedings. ^{at 5:00 PM BY JB.} The Court noted to the First Meeting of Creditors its intention to dismiss these proceedings. No opposition was heard.

Kent Island Limited Partnership, a creditor herein, has filed as plaintiff a plenary Complaint to Modify Stay or Dismiss, against the Debtor herein. Upon consideration of the consent hereto by said plaintiff and by the Debtor, and it appearing to the Court from the record in these proceedings that the interests of creditors will best be served hereby;

IT IS, by the Court, this 12th day of October, 1979:

ORDERED, ADJUDGED, AND DECREED, that this Court's stay of proceedings contained in its Order dated August 31, 1979, be, and it hereby is, lifted; and it is

FURTHER ORDERED, ADJUDGED, AND DECREED, that the said plaintiff, Kent Island Limited Partnership, may proceed with its pending state court equity action, no. 6472 in the Circuit Court for Queen Anne's County, Maryland, to foreclose under its mortgage dated November 30, 1974, and recorded at liber 89, folio 271, et seq., against certain property of the Debtor; and it is

Received 11/12/79

FURTHER ORDERED, ADJUDGED, AND DECREED, that said Plaintiff's Complaint To Modify Stay or Dismiss be, and it hereby is, dismissed as moot; and it is

FURTHER ORDERED, ADJUDGED, AND DECREED, that this proceeding be, and the same hereby is, Dismissed in its entirety.

Harvey M. Lebowitz
HARVEY M. LEBOWITZ
United States Bankruptcy Judge

Seen and consented to:

Franklin Goldstein
Franklin Goldstein
Attorney for Plaintiff

Bruce C. Bereano
Bruce C. Bereano
Attorney for Debtor

Michael Rauh
B. Michael Rauh

Martin Shulman
Martin Shulman

Of Counsel to the Debtor

I CERTIFY THAT
THIS IS A TRUE COPY
ATTEST *Maddie Presich*
CLERK

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND

IN RE:	)	IN PROCEEDINGS FOR
)	
PETER J. CARROLL, JR., MID-ATLANTIC REALTY, INC., and MID-ATLANTIC EXPOSITIONS, INC., T/A A PARTNERSHIP KNOWN AS YACHTING ASSOCIATES,	)	AN ARRANGEMENT UNDER
	)	CHAPTER XII OF THE
	)	BANKRUPTCY ACT
Debtor.)	
	)	NO. 79-01521-L

MOTION TO DISMISS BY CONSENT

The Debtor, Peter J. Carroll, Jr., Mid-Atlantic Realty, Inc. and Mid-Atlantic Expositions, Inc., t/a a partnership known as Yachting Associates, by B. Michael Rauh, Martin Shulman, and Landis, Cohen, Singman and Rauh, and Bruce C. Bereano, its attorneys, move, with the consent of the undersigned creditors, to dismiss this proceeding in its entirety, and as grounds therefor states:

1. The Debtor now believes, due to its inability to continue to operate as a debtor-in-possession under this Honorable Court's order of August 31, 1979, it is in the best interest of the Debtor and all creditors of the Debtor, including but not limited to the mortgagee of the 45-acre tract described in the Schedules filed herein, that these proceeding should be dismissed, and the aforesaid 45-acre tract of the Debtor should be sold at public sale, as hereinafter described.

2. That a foreclosure proceeding had been instituted by said mortgagee (Kent Island Limited Partnership), on July 24, 1979, in the Circuit Court for Queen Anne's County, and as a result of said proceeding the mortgaged property was advertised for sale and was to have been sold at a foreclosure sale to be held on Thursday, September 6, 1979, at 11:00 a. m. Said sale had to be cancelled as a result of the order issued by this Honorable Court on August 31, 1979.

Received 4/12/79

3. That it now appears it would be to the best interest of the Debtor and all of the creditors of the Debtor that said mortgaged property be sold at a foreclosure sale in the aforesaid state court equity proceeding after proper re-advertising of the sale. This could best be accomplished by a dismissal of all proceedings before this Honorable Court.

4. That the undersigned creditors of the Debtor, ^{who are all the creditors of the Debtor known to the Debtor} have consented to the dismissal of this proceeding, including particularly the Kent Island Limited Partnership, as the aforesaid Mortgagee, and as the Plaintiff in the Complaint to Modify Stay Or Dismiss filed in these proceedings.

Handwritten notes:
A
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X
Y
Z

WHEREFORE, the Debtor and the undersigned creditors pray that this Honorable Court enter an Order dismissing these proceedings.

Handwritten signature of Bruce C. Bereano

BRUCE C. BEREANO
Attorney for Debtor
195 Duke of Gloucester Street
Annapolis, Maryland 21401
(301) 267-0410

Of Counsel:

Handwritten signature of B. Michael Rauh

B. MICHAEL RAUH

Handwritten signature of Peter J. Carroll, Jr.

PETER J. CARROLL, JR., Partner
Yachting Associates

Handwritten signature of Martin Shulman

MARTIN SHULMAN
Landis, Cohen, Singman and Rauh
1019-19th Street, N. W.
Suite 500
Washington, D. C. 20036
(202) 785-2020

We, the undersigned creditors, hereby consent to the dismissal of the above-captioned proceeding, **PERSONALLY AND AS PLAINTIFF IN THE ABOVE MENTIONED MORTGAGE FORECLOSURE PROCEEDINGS.**

Handwritten signature of Vachel A. Downes, Jr.

VACHEL A. DOWNES, JR.
Queen Anne's Building
115 Lawyers Row
Centreville, Maryland 21617

Creditor

KENT ISLAND LIMITED PARTNERSHIP

BY: Nathan Morris
Nathan Morris, General Partner
c/o Mr. Allen I. Morris
Allen Development Corporation
Bay Bridge Road
Stevensville, Maryland 21666

Creditor, Mortgagee and
Plaintiff in Complaint
To Modify Stay Or
Dismiss

David Wersanfield
, Partner
Newman, Berfeld and Wolpert
Certified Public Accountants
8501 LaSalle Road
Baltimore, Maryland 21204

Creditor

TIDEWATER ASSOCIATES, INC.

BY: Carl H. Newsome
P.O. Box 8674
Baltimore, Maryland 21240

Creditor

Tolbert Woodford (President)
ZELCO
605 Chinquapin Round Road
Annapolis, Maryland 21401

Creditor

hanks, City, Singam & Cal
BY: B. Michael Cal
Partner
Creditor
I CERTIFY THAT
THIS IS A TRUE COPY.
ATTEST: Maddie P. [Signature]
CLERK

VACHEL A. DOWNES, JR.

Assignee of Mortgage

VS.

YACHTING ASSOCIATES

IN THE CIRCUIT COURT

FOR


QUEEN ANNE'S COUNTY

IN EQUITY

NO. 6472

Madam Clerk:

Will you kindly file the attached copies of a proceeding filed in the United States District Court For The District of Maryland, and later dismissed, among the papers in this cause.


Vachel A. Downes, Jr.
Assignee of Mortgage

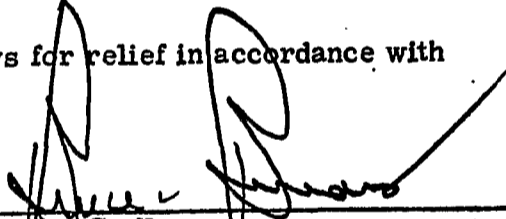
IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND


IN RE:)
	) IN PROCEEDINGS FOR AN
PETER J. CARROLL, JR., MID-ATLANTIC)
REALTY, INC., and MID-ATLANTIC	) ARRANGEMENT UNDER
EXPOSITIONS, INC., T/A A PARTNERSHIP)
KNOWN AS YACHTING ASSOCIATES,	) CHAPTER XII OF THE
)
Debtor.	) BANKRUPTCY ACT
	No. _____

ORIGINAL PETITION UNDER CHAPTER XII

1. The Petitioner's post office address is P.O. Box 3315, Annapolis, Maryland 21403. Petitioner's employer identification # is 52-1008510.
2. The Petitioner has had its principal place of business within this district for the preceding six months.
3. No other case under the Bankruptcy Act initiated on a Petition by or against the Petitioner is now pending.
4. The Petitioner is qualified to file this Petition and is entitled to the benefits under Chapter XII of the Bankruptcy Act.
5. The Petitioner is unable to pay its debts as they mature and as they have matured.
6. The Petitioner intends to file a Plan pursuant to Chapter XII of the Bankruptcy Act.

WHEREFORE, Petitioner prays for relief in accordance with Chapter XII of the Bankruptcy Act.


 Bruce C. Bereano
 Attorney for Petitioner
 195 Duke of Gloucester Street
 Annapolis, Maryland 21401
 301-267-0410

Of Counsel:

 B. Michael Rauh


 Martin Shulman

Landis, Cohen, Singman and Rauh
 1019-19th Street, NW, Suite 500
 Washington, D.C. 20036
 202-785-2020

RECEIVED
 AUG 31 1 53 PM '79
 U.S. DISTRICT COURT
 DISTRICT OF MARYLAND

COMMONWEALTH OF VIRGINIA)
) to wit:
CITY OF NORFOLK)

I, PETER J. CARROLL, JR., individually, as president of Mid-Atlantic Realty, Inc. and as president of Mid-Atlantic Expositions, Inc., the general partners of the partnership named as Petitioner in the foregoing petition, do hereby swear that the statements contained therein are true according to the best of my knowledge, information, and belief, and that the filing of this petition on behalf of the partnership has been authorized.

YACHTING ASSOCIATES

By: Peter J. Carroll, Jr. General Partner
Peter J. Carroll, Jr., General Partner

ATTEST: [Seal: Mid-Atlantic Realty, Inc., 1970, Norfolk, VA]
[Signature]

Mid-Atlantic Realty, Inc., General Partner

By: Peter J. Carroll, Jr. President
Peter J. Carroll, Jr., President

ATTEST: [Seal: Mid-Atlantic Expositions, Inc., 1969, Norfolk, VA]
[Signature]

Mid-Atlantic Expositions, Inc., General Partner

By: Peter J. Carroll, Jr. President
Peter J. Carroll, Jr., President

On this 29th day of August, 1979, before me, DAWN C. TODOROV, a notary public, personally appeared Peter J. Carroll, Jr., known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

[Signature: Dawn C. Todorov]
Notary Public

My commission expires: August 13, 1982

On this 29th day of August, 1979, before me, DAWN C. TODOROV, a notary public, personally appeared Peter J. Carroll, Jr., who acknowledged himself to be the President of Mid-Atlantic Realty, Inc. and Mid-Atlantic Expositions, Inc., corporations, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the names of both aforesaid corporations by himself as President.

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

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

IN RE:)
	) IN PROCEEDINGS FOR AN
PETER J. CARROLL, JR., MID-ATLANTIC)
REALTY, INC., and MID-ATLANTIC	) ARRANGEMENT UNDER
EXPOSITIONS, INC., T/A A PARTNERSHIP)
KNOWN AS YACHTING ASSOCIATES,	) CHAPTER XII OF THE
)
Debtor.	) BANKRUPTCY ACT
	No. <u>79-01521-L</u>

ORDER AUTHORIZING OPERATION OF BUSINESS

Upon the Application of Peter J. Carroll, Jr., Mid-Atlantic Realty Inc., and Mid-Atlantic Expositions, Inc., t/a a Partnership known as Yachting Associates, the above-named Debtor, praying that as Debtor-in-Possession it be authorized to operate its business and manage its property, and for other relief, and it appearing that no notice of a hearing thereon should be given, and sufficient reason appearing therefor, it is

ORDERED that Peter J. Carroll, Jr., Mid-Atlantic Realty, Inc., and Mid-Atlantic Expositions, Inc., t/a a Partnership known as Yachting Associates, as Debtor-in-Possession, be and it hereby is authorized to operate its business and manage its property until the further Order of this Court; and it is

FURTHER ORDERED that without in any way limiting the generality of the foregoing, said Debtor-in-Possession shall have full power and authority until further Order of this Court (a) to purchase for cash or on credit such inventory, material, equipment, supplies, services or other property as the Debtor may deem necessary and advisable in connection with the ownership, leasing and development of the Debtor's property, and the improvement, maintenance, and protection of said property, as well as to purchase whatever advertising is necessary in connection with the operation of its business and to pay for such purchases made on credit when due; (b) to enter into any contracts incidental to the normal operation of the development

of the Debtor in the ownership, leasing, management, sale, and preservation of the property; (c) to keep the property of this estate insured in such manner and to such extent as may be necessary and advisable; (d) to pay and discharge out of any funds now or hereafter coming into the Debtor's hands all taxes and similar charges lawfully incurred in the operation of its business and preservation and maintenance of said property since the filing of said Petition; (e) to enter into any contracts of sale for the property of the Debtor as incidental to the normal operation of the activities of the Debtor; and (f) to collect and receive all rents, issues, income and profits, and all outstanding accounts, things in action and credits due or to become due to the within estate, and to hold and retain all monies thus received to the estate to the end that the same may be applied under this or different or Further Orders of this Court; and it is

FURTHER ORDERED during such operation and management, said Debtor-in-Possession shall file with this Court within a month after the filing of the Petition under Chapter XII, and not later than the 15th of each month thereafter, a verified written report of the financial condition of the estate, and shall include a statement of the operation of the business for the preceding month and, if payments are made to employees, the amounts of deductions for withholding and social security taxes and the place where such amounts are deposited. Such monthly reports shall include a statement of (a) receipts from all sources, classified, and balance on hand at the beginning and at the end of the month, (b) disbursements for all purposes, classified, (c) the amount of indebtedness incurred and remaining unpaid and contractual and other obligations assumed, and (d) inventory on hand at the beginning of the month and inventory on hand at the end of the month; and it is

FURTHER ORDERED that all debts incurred by the Debtor-in-Possession from and after the date of the initiation of this proceeding, whether for merchandise, supplies or other items purchased or contracted for by the

Debtor, shall constitute obligations to be paid in cash, in full, when and as the same shall become due and said obligations shall have priority over all unsecured obligations of the Debtor incurred prior to the filing of its Petition for an Arrangement; and it is

FURTHER ORDERED that said Debtor-in-Possession shall close its present books of account as of the close of business on the date of the entry of this Order, and shall open new books of account as of the opening of business on the next succeeding day, in which new books of account it shall cause to be kept proper accounts of its earnings, expenses, receipts, disbursements and all obligations incurred and transactions had in the operation of the business and the management, preservation and protection of the property of the within estate; and said Debtor-in-Possession shall preserve proper vouchers for all payments made on account of such disbursement; and it is

FURTHER ORDERED that the Debtor-in-Possession is directed and required to segregate and hold separate and apart from all other funds all monies withheld from employees or collected from others for taxes, including social security taxes, under any law of the United States or of any State or subdivision thereof, and forthwith to deposit the monies so withheld or collected in a separate bank account, and at the same time shall deposit in such account the Debtor's share or contribution required by any law of the United States or of any State or subdivision thereof, and the Debtor-in-Possession shall retain such funds in such separate bank account pending further Order of this Court; provided, however, that such amounts withheld and/or collected from others, or contributed by the Debtor-in-Possession shall be used solely for the purpose for which they have been set aside; and

provided, further that the Debtor-in-Possession as to all Federal taxes so withheld or collected or contributed, out of such separate bank account shall timely remit to the Debtor-in-Possession's bank of deposit, together with a Federal Tax Deposit form, all Federal taxes required to be withheld or contributed, and shall transmit a copy of such Federal Tax Deposit form to the District Director of Internal Revenue for the attention of the Chief, Special Procedures Section; and it is

FURTHER ORDERED that with regard to taxes required to be collected from others or imposed upon the Debtor under any law of any State or any subdivision of the United States of America, the Debtor-in-Possession shall timely remit such amount so collected or imposed to the person or agency authorized to collect such tax or taxes; and it is

FURTHER ORDERED that each report required to be filed with the Court shall indicate the amounts withheld or collected from others, the amounts contributed by the Debtor-in-Possession, the amounts and dates paid by Federal Tax Deposit, and the amount and dates paid to any State or subdivision thereof out of such special account, and shall be accompanied by a copy of all Federal Tax Deposit forms for the period covered by the report; and it is

FURTHER ORDERED that all bank accounts shall be maintained in depositories which are designated as approved depositories by this Court; and it is

FURTHER ORDERED that all persons, firms or corporations and entities including, but not limited to, the United States of America, any State or subdivision thereof, their respective departments, agencies and services, having or asserting any claim of any nature or description against the above-named Debtor, or any of its property be and each of them is hereby restrained and enjoined until further Order of this Court from

- 5 -

instituting or continuing with any actions, suit or proceeding of any nature or description against the above-named Debtor or any of its property wherever located, or from in any way interfering with, seizing, attaching, garnishing, foreclosing or levying upon said property or causing other judicial process to be issued against any or all of the property of the Debtor wherever located; and it is

FURTHER ORDERED that all persons, firms, corporations, creditors and landlords be and they hereby are enjoined from disturbing, interfering with, or disconnecting the furnishing of gas, telephone services, heat, electrical services, water supply, or any other utility of like kind furnished to said Debtor on account of any unpaid past due bills due from the Debtor until further Order of this Court.

Harold M. Lubow
United States Bankruptcy Judge

Dated:

August 31, 1975

I CERTIFY THAT
THIS IS A TRUE COPY;

ATTEST

Earna Jane Barnes
CHIEF CLERK

VACHEL A. DOWNES, JR.
Assignee of Mortgage

VS.

YACHTING ASSOCIATES

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY
NO. 6472

* * * * *

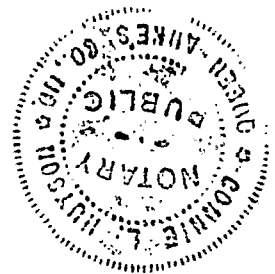
AFFIDAVIT

I HEREBY CERTIFY, that on this 2nd day of November, 1979, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Vachel A. Downes, Jr., Assignee of Mortgage, and made oath in due form of law that registered mail notice of the time, place and terms of this sale were duly served by registered mail, per the terms of the notes filed in this cause, on Mr. Peter J. Carroll, Jr., Partner of Yachting Associates, and upon Peter J. Carroll, Jr., and Franklin J. Wood, Jr., Partners in Yachting Associates, in care of Bennett Crain, Jr., Esq., their Agent, all as prescribed by Rule W 74 (2) (c) of the Maryland Rules of Procedure.

AS WITNESS my hand and Notarial Seal. this 2nd day of November, 1979.

Connie L. Hutson
NOTARY PUBLIC

My Commission Expires: 7-1-1982



VACHEL A. DOWNES, JR.

Assignee of Mortgage

VS.

YACHTING ASSOCIATES

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 6472

To: Yachting Associates
c/o Mr. Peter J. Carroll, Jr.
P.O. Box 3315
Annapolis, Maryland 21403

To: Yachting Associates
Mr. Peter J. Carroll, Jr.
Mr. Franklin J. Wood, Jr.
c/o Bennett Crain, Jr., Esq.
222 Severn Avenue
P.O. Box 3323
Annapolis, Maryland 21403

NOTICE

Under Rules W 74 (2) of the Maryland Rules of Procedure, you are hereby notified and advised of the time, place and terms of the foreclosure sale of the premises known as Pier One Marina and/or The Chesapeake Bay Yachting Center, Stevensville, Maryland, Queen Anne's County, Maryland, by the enclosure herewith of a copy of the advertisement of sale published in the Queen Anne's Journal.

DATE: October 25, 1979

Vachel A. Downes, Jr.
Vachel A. Downes, Jr.
Assignee of Mortgage

REGISTERED NO. 407

Value \$100 ⁰⁰	Special Delivery \$
Reg. Fee \$307	Return Receipt \$45
Handling Charge \$	Restricted Delivery \$
Postage \$15	<input type="checkbox"/> AIRMAIL

POSTMASTER (By) *PTC*

POSTMARK OF CENTREVILLE VA OCT 25 1979 MAILING OFFICE

FROM *Vachel A Dawnes JR*
Box 87
21617

TO *Yachting Assn c/o Bennett Crain*
PO Box 3325
Annapolis Md 21403

PS Form 3806 Jan. 1977

REGISTERED NO. 408

Value \$100 ⁰⁰	Special Delivery \$
Reg. Fee \$307	Return Receipt \$45
Handling Charge \$	Restricted Delivery \$
Postage \$15	<input type="checkbox"/> AIRMAIL

POSTMASTER (By) *PAC*

POSTMARK OF CENTREVILLE VA OCT 25 1979 MAILING OFFICE

FROM *Vachel Dawnes JR*
Box 87
21617

TO *Yachting Assn c/o Peter Carroll*
Box 3311
Annapolis Md 21403

PS Form 3806 Jan. 1977

PS Form 3811, Aug. 1978

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: *21403*

3. ARTICLE DESCRIPTION: REGISTERED NO. *408* CERTIFIED NO. INSURED NO.

4. SIGNATURE: *J. Harrington* (Always obtain signature of addressee or agent)

5. ADDRESS (Complete only if requested):
 POSTMARK: *W.D. EASTPORT VA OCT 26 1979*

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

PS Form 3811, Aug. 1978

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: *21403*

3. ARTICLE DESCRIPTION: REGISTERED NO. *407* CERTIFIED NO. INSURED NO.

4. SIGNATURE: *Skula Little* (Always obtain signature of addressee or agent)

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

4. DATE OF DELIVERY: *10-26-79* POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

VACHEL A. DOWNES, JR.
ASSIGNEE OF MORTGAGE

IN THE CIRCUIT COURT

FOR

VS.

QUEEN ANNE'S COUNTY

YACHTING ASSOCIATES

IN EQUITY

NO. 6472

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Vachel A. Downes, Jr., Assignee of Mortgage, in the proceedings in said Cause mentioned, respectfully shows that after giving bond with approved security for the faithful discharge of his duties, as prescribed by law, and having given notice of the time, place, manner and terms of sale by advertisement inserted in The Queen Anne's Journal, a newspaper printed and published in Queen Anne's County, Maryland, for more than three (3) successive weeks preceding the day of said sale; the said Assignee, Vachel A. Downes, Jr., did, pursuant to said notice, on Friday, the 2nd day of November, 1979, at eleven o'clock, A.M., attend on the premises, and did then and there sell at public auction to the highest bidder the fee simple property mentioned and described in the advertisement of sale; said property so offered being thereby sold to Kent Island Limited Partnership, at and for the sum of ONE MILLION THREE HUNDRED THOUSAND DOLLARS (\$1,300,000.00) from, which price was the highest amount bid for said property.

Respectfully submitted.

Vachel A. Downes, Jr.
Vachel A. Downes, Jr.
Assignee

STATE OF MARYLAND

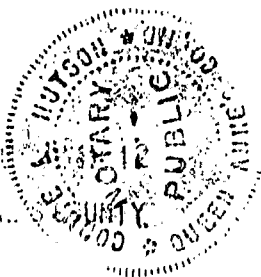
TO WIT:

COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, that on this 6th day of November, 1979, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Vachel A. Downes, Jr., Assignee as aforesaid, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true and bona fide as therein stated, and that the sale aforesaid made by him as Assignee, and herein reported, was fairly made.

Connie L. Hutson
NOTARY PUBLIC

My Commission Expires: 7-1-1982



CLEAR
1979 NOV
QUEEN

ORDER NISI ON SALE

VACHEL A. DOWNES, JR.
Assignee of Mortgage

vs.

YACHTING ASSOCIATES

In the Circuit Court
for Queen Anne's County

In Equity

Cause No. 6472

ORDERED, this 6th day of November, 1979, that the sale of the real property, made and reported in this cause by Vachel A. Downes, Jr., Assignee, be ratified and confirmed, on or after the 7th 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 30th day of November, 1979.

The report states the amount of sales to be \$ 1,300,000.00.

Marquette H. Mankin Clerk

Filed November 6, 1979

VACHEL A. DOWNES, JR.
Assignee of Mortgage

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

VS.

IN EQUITY

YACHTING ASSOCIATES

NO. 6472

* * * * *

AFFIDAVIT

The undersigned, purchaser of the property of Yachting Associates more particularly heretofore described in this cause, sold at public auction on the 2nd day of November, 1979, does hereby make oath in due form of law, as follows:

(a) that the property was purchased by _____

as principal(s) and/or for additional principal (s) _____

(b) that the property was purchased by Allen I. Morris

as the duly authorized and constituted agent (x) for the following principal (x) Kent Island Limited Partnership (Nathan Morris and Allen I. Morris, general partners)

(c) and that said Purchaser (x) has or have not directly or indirectly discouraged anyone from bidding for said property.

AS WITNESS the hand (x) of said Purchaser (x) this 2nd day of November, 19 79.

Allen I. Morris
KENT ISLAND LIMITED PARTNERSHIP
General Partner

Purchaser (x) as aforesaid

CLERK
810 NOV -9 11 9 22
QUEEN ANNE'S COUNTY

Subscribed and sworn to before me, the undersigned, a Notary Public of the State of Maryland, County of Queen Anne's this 2nd day of November, 1979.

Connie L. Tutson
NOTARY PUBLIC

My Commission Expires: 7-1-1982



AFFIDAVIT BY AUCTIONEER

I HEREBY CERTIFY, that on this 2nd day of November 19 79, the undersigned, Auctioneer, did sell on the 2nd day of November, 19 79, at public sale held on the premises described in these proceedings the lands of Yachting Associates, which said lands are more particularly described in these proceedings, unto Allen I. Morris, agent for Kent Island Limited Partnership

at and for the sum of \$ 1,300,000.00 and I do further certify that the 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, County of Queen Anne's, this 2nd day of November, 19 79.

Connie L. Tutson
NOTARY PUBLIC

My Commission Expires: 7-1-1982



VACHEL A. DOWNES, JR.
Assignee of Mortgage

IN THE CIRCUIT COURT
FOR

VS.

QUEEN ANNE'S COUNTY

YACHTING ASSOCIATES

IN EQUITY

NO. 6472

SECOND AMENDED
STATEMENT OF
MORTGAGE INDEBTEDNESS

Balance of principal and accrued but unpaid interest as of May 30, 1979	\$1,616,317.15
Interest at \$359.18 per day from June 1, 1979 through September 6, 1979, 98 days	35,199.64
Late charges for which demand has been made and accrued late charges through September 1, 1979, payment at \$250.00 per month	<u>1,000.00</u>
Total as of September 6, 1979	\$1,652,516.79
Interest for 57 days at \$359.18 per day from September 6, 1979 through November 2, 1979	<u>20,473.26</u>
Total Principal and Interest as of November 2, 1979	\$1,672,990.05

Respectfully Submitted

Vachel A. Downes, Jr.

Vachel A. Downes, Jr.
Assignee of Mortgage

AFFIDAVIT

STATE OF MARYLAND

TO WIT:

COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, that on this 6th day of November, 1979,
before me, the subscriber, a Notary Public of the State and County
aforesaid, personally appeared Vachel A. Downes, Jr., Assignee as
aforesaid, and Nathan Morris and Allen I. Morris, General Partners
of Kent Island Limited Partnership who are familiar with the
accounting records of said partnership and the individual accounts

CLE...
1979 NOV -9 AM 9:23
QUEEN ANNE'S COUNTY

therein, and made oath in due form of law that the matters and facts set forth in the foregoing Amended Statement of Mortgage Indebtedness is true and correct to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal this 6th day of November, 1979.

Connie R. Tutson
NOTARY PUBLIC

My Commission Expires: 7-1-1982



Limited Partnership by deed dated June 25, 1970, and recorded among the Land Records of Queen Anne's County, in Liber C.W.C. No. 48 folio 444.

AND especially together with a right of way or easement, to be used in common with others, extending from the westerly terminus of Bridge Road (see grant from Kent Island Limited Partnership to the County Commissioners of Queen Anne's County dated November 20, 1970, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 51 folio 471) and the westerly boundaries of Lots No. 21 and 14 of Bay Bridge Industrial Center (as shown on a plat recorded among the Land Records aforesaid in Liber C.W.C. No. 51 folio 164) to the lands hereinabove described, for ingress and egress thereto by all lawful means whatsoever, over, upon and across a roadway easement being 30 feet on either side of the centerline hereinafter described as follows, to wit:

BEGINNING for the same at the southwest corner of Lot 14, Bay Bridge Industrial Center and running along the line for the end of dedication of Bridge Drive, South 11 degrees 59 minutes 31 seconds East 42.12 feet to the true point of beginning; thence leaving said line of dedication and running on a curve to the right having an (1) arc length of 175.49 feet, a radius of 250.00 feet and a chord bearing and length of North 40 degrees 48 minutes 14 seconds West 171.91 feet; thence North 20 degrees 41 minutes 40 seconds West 359.81 Feet to a point on the easterly line of the 45.1194 acre parcel, hereinabove intended to be conveyed, said point being 434.23 feet from the northeasterly corner of the aforesaid parcel and containing 32,118 square feet or 0.7373 acres of land, more or less.

TOGETHER WITH AND SUBJECT TO the terms, provisions and agreements contained in a certain Deed of Easements, by and between Kent Island Limited Partnership and Yachting Associates, dated the 30th day of November, 1974, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 69 folio 236.

SUBJECT, NEVERTHELESS, to the prior lien and encumbrance of two (2) mortgages from Kent Island Limited Partnership to Union Trust Company of Maryland, as follows: (a) dated June 14, 1971, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 55 folio 136, and (b) dated March 27, 1973, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 72 folio 183.

IMPROVED BY: full service marina facilities including, but not limited to, (a) marine storage and service shop building approximately 60 feet by 100 feet, with office space and service shop in attached building of 2,500 square feet, more or less, (b) Marine boat lift railway with 300 feet of track, (c) 5 acres, more or less, lighted boat basin, bulkheaded and in excellent condition, with 120 open slips and 30 covered slips for yachts up to 55 feet, and miscellaneous storage space for approximately 15 more boats and with a gas dock of approximately 220 feet and 4 fuel pumps, (d) Marine store and office building, with lavatories and showers for slip renters, etc., on ground floor level, and restaurant space on second floor with sufficient space for seating approximately 100 patrons, (e) pier into Chesapeake Bay, 220 feet, more or less, providing tie-up space for visiting boats, (f) dredged mooring basin in Chesapeake Bay approximately 250 feet by 300 feet, (g) entrance channel with minimum depth of 6 feet, more or less, on average tide, (h) ample auto parking and shore boat storage space.

SUBJECT, also to all easements, rights of way, charges and liens, if any, of public

DOWNES AND GREGORY
115 Lawyers Row
Centreville, Maryland (23617)
Telephone: (301) 758-0680

ASSIGNEE'S SALE
of Valuable Fee Simple
Real Estate With
Chesapeake Bay Frontage
Improved With
Extensive Marina
Facilities

Known As Pier One Marina And/OR
As Chesapeake Bay Yachting
Center

Situate On Chesapeake Bay And
Adjacent To U.S. Routes Nos. 50-301
On Kent Island, In the Fourth
Election District of Queen Anne's
County, Maryland

Under and by virtue of the Power of Sale contained in a purchase money mortgage from Yachting Associates, a partnership formed under the Laws of Maryland, Mortgagor, and Kent Island Limited Partnership, a limited partnership formed under the Laws of Maryland, Mortgagee, dated the 30th day of November, 1974, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 69 folio 271, which said mortgage was duly assigned unto Vachel A. Downes, Jr., for the purpose of collection by means of foreclosure, or otherwise, said assignment being dated the 24th day of July, 1979, recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 152 folio 535, default having occurred in the terms of said mortgage, and suit having been instituted on July 24, 1979, in the Circuit Court For Queen Anne's County, in Equity, being Chancery No. 6472, entitled, "Vachel A. Downes, Jr., Assignee of Mortgage, vs. Yachting Associates," the undersigned Assignee will offer at Public Auction to the highest bidder.

**Friday, November 2,
1979**

**at 11 o'clock, A.M. (DST),
ON THE PREMISES**

the following described real estate, to wit:

ALL of that lot or parcel of ground situate and lying in Queen Anne's County, State of Maryland, aforesaid and described as follows, to wit:

ALL that tract or parcel of land situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, on Kent Island, bounded on the west by the waters of the Chesapeake Bay, on the north by the right of way line of dual lane U.S. Route 50-301, on the east and south by remaining lands of Kent Island Limited Partnership and described by metes and bounds, courses and distances according to a plat and survey by Hanson and Associates, registered surveyors, dated June, 1966, as follows, to wit:

BEGINNING, for the same at a point on the southerly right of way line of U.S. Route 50-301 at the intersection of said right of way line and the waters of the Chesapeake Bay, thence by and with the southerly right of way line of U.S. Route 50-301 South 72 degrees and 09 minutes 40 seconds East 492.50 feet, more or less, to a point marked with a concrete monument, thence still with the same, South 72 degrees 09 minutes 40 seconds East 1,110.00 feet to a point, thence leaving said southerly right of way line of U.S. Route 50-301, and by and with the remaining lands of Kent Island Limited Partnership, South 17 degrees 50 minutes 20 seconds West 1,328.31 feet and thence still with the same, North 77 degrees 11 minutes 38 seconds West 1,178.88 feet, more or less, to the waters of the Chesapeake Bay, thence by and with the waters of said Chesapeake Bay, North 30 degrees 15 minutes 00 seconds East 85.00 feet, North 16 degrees 08 minutes 00 seconds East 320.30 feet, North 08 degrees 38 minutes 00 seconds West 228.60 feet, North 65 degrees 03 minutes 00 seconds west 101.80 feet, North 45 degrees 09 minutes 00 seconds West 254.00 feet, North 13 degrees 25 minutes 02 seconds East 411.51 feet, North 22 degrees 30 minutes 00 seconds East 286.60 feet to intersect the south right of way line of U.S. Route 50-301 and the place of beginning, containing 1,965,402 square feet, or 45.1194 acres of land, more or less.

BEING part of the same lands conveyed by deed from Ann M. Starkey unto Kent Island

record prior to the filing these proceedings.

ACCESS to the above described property is from Maryland Route No. 8 near Stevensville, Maryland, in a southerly direction from the traffic light at the intersection of U.S. Route 50-301 and Md. Route 8, past Pier One Motel to a segment of old Maryland Route 18, then to Bridge Road, then on Bridge Road passing the Earecksan House occupied by Stevens Yachts to the Marina facilities on the Chesapeake Bay.

The sale will be conducted in the parking area adjacent to the building containing marina store and office, and the former Pier One Restaurant, or, in the event of inclement weather within one of the buildings on the property. The sales site will be appropriately marked.

TERMS OF SALE: A deposit of Fifty Thousand Dollars (\$50,000.00) will be required on day of sale, either in cash or by cashier's check or certified check, payable to or endorsed to Yachel A. Downes, Jr., Assignee, or the full purchase price, at the option of the Purchaser(s) may be paid on the day of sale in cash or by cashier's check or certified check payable as above set forth. An additional deposit of Fifty Thousand Dollars (\$50,000.00) will be required within ten (10) days of the date of sale, either in cash, or by cashier's or certified check payable to or endorsed to Yachel A. Downes, Jr., Assignee.

Taxes and other public charges on the property shall be adjusted to the date of final settlement.

All expenses of transfer, including, but not limited to, preparation of the deed, recording costs, state recordation stamps, transfer taxes, notary fees, etc., shall be at the expense of the Purchaser(s). Final settlement shall be held at the office of the undersigned Assignee, at a mutual agreeable time, but within a period of fifteen (15) days of the final ratification sale by the Circuit Court for Queen Anne's County. The remaining balance of the purchase money, if any, shall be payable unto the undersigned Assignee by cash or cashier's check or certified check, at the time of final settlement.

At the time and place of sale, the Purchaser(s) or the duly authorized agent of the Purchaser(s) will be required to make affidavit under the provisions of Rule BR (b) (3) of it Maryland Rules of Procedure.

Yachel A. Downes, Jr.

Attorney At Law
Assignee of Mortgage

Joseph A. Jackson, Jr.

Auctioneer
No. 350

CLERK
1979 NOV 14 PM 2:00
QUEEN ANNE'S COUNTY

Centreville, Md. November 1 19 79

We Heroby Certify

That the annexed advertisement of
Assignee's Sale

was published in the QUEEN ANNE'S

(See other Side)

JOURNAL, a newspaper published in

Queen Anne's county Maryland, once in

each of three successive weeks

before the 31st day of October 79

And that the first insertion of said adver-

tisement in the said QUEEN ANNE'S

JOURNAL was on the 17th day of

Oct. 19 79, and the last insertion

of the 31st day of October

19 79

George Kaehn
Publishers, Queen Anne's Journal

Per Judy L. Hey

ORDER NISI
ON SALE
VACHEL A. DOWNES, JR.
Assignee of Mortgage
vs.
YACHTING ASSOCIATES
IN THE
CIRCUIT COURT
FOR QUEEN
ANNE'S COUNTY
IN EQUITY
CAUSE NO. 6472

ORDERED, this 6th day
of November, 1979, that the
sale of the real property,
made and reported in this
cause by Vachel A.
Downes, Jr., Assignee, be
ratified and confirmed, on
or after the 7th 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 30th day of
November, 1979.

The report states the
amount of sales to be
\$1,300,000.00.

Marguerite W. Mankin
Clerk

Filed
November 6, 1979
True Copy, Test:
Marguerite W. Mankin,
Clerk
By Betty M. Comegys
Deputy Clerk

RO11-7-31

December 4 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 ..30th..... day
of ..November... 1979.

By *Dale VanZant*

1979 DEC -5 PM 3:40
CLERK QUEEN ANNE'S COUNTY

VACHEL A. DOWNES, JR.
Assignee of Mortgage

IN THE CIRCUIT COURT
FOR

VS.

QUEEN ANNE'S COUNTY

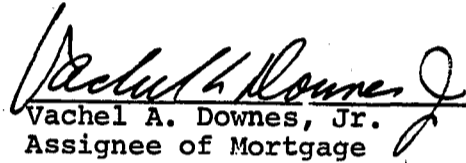
YACHTING ASSOCIATES

IN EQUITY

NO. 6472

Madam Clerk:

Will you kindly submit the attached Petition and Order to the Court prior to submitting the final order of Ratification of Sale. The Court can ratify the sale at any time on or after the 7th day of December, 1979.


Vachel A. Downes, Jr.
Assignee of Mortgage

VACHEL A. DOWNES, JR.
Assignee of Mortgage

VS.

YACHTING ASSOCIATES

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S

COUNTY

IN EQUITY

NO. 6472

PETITION

The Petition of Vachel A. Downes, Jr., Assignee of Mortgage, and of Nathan Morris and Allen I. Morris, Receivers of Yachting Associates, by Vachel A. Downes, Jr., their attorney, unto your Honors respectfully represents:

1. That this foreclosure action was filed on July 24, 1979 and Allen I. Morris and Nathan Morris were appointed Receivers of Yachting Associates on the 24th day of August, 1979.

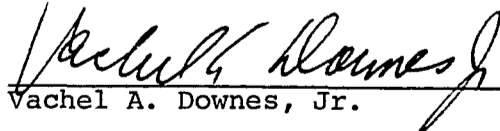
2. That Yachting Associates, owners of the lands sold at foreclosure sale, operated said premises, as a marina under the names of "Pier One Marina" and/or Chesapeake Bay Yachting Center".

3. That subsequent to the appointment of the Receivers certain receipts and other mail was delivered to Peter J. Carroll, one of the partners of Yachting Associates, which said receipts and mail are properly the property of the Receivers.

4. That all mail addressed to Pier One Marina and/or Chesapeake Bay Yachting Center received at the Stevensville, Maryland, post office is still being forwarded to Mr. Carroll, and the postmaster has advised that an order of court will be needed to have such mail delivered unto the Receivers or unto the purchaser of the property after ratification of the sale and delivery of the deed; and further, Mr. Carroll's office has also requested such an order before delivering the mail and receipts in his possession unto the Receivers.

Now Therefore, your Petitioners do respectfully pray an order of court authorizing the post office at Stevensville, Maryland, to deliver all mail addressed to Yachting Associates, Pier One Marina and/or Chesapeake Bay Yachting Center unto the aforesaid Receivers and/or the purchaser of said property after ratification of sale and delivery and recording of the deed there-to, and directing Yachting Associates and Peter J. Carroll, one of its partners, to forthwith deliver unto the Receivers all receipts and other mail relating to the marina and its operation received by him after July 24, 1979.

Respectfully Submitted,


Vachel A. Downes, Jr.

ASSIGNMENT OF MORTGAGE

JUL 24-79 A #21041 *****700

THIS Assignment of Mortgage made this 24th day of July, 1979, by and between KENT ISLAND LIMITED PARTNERSHIP, a limited partnership duly organized under the Laws of Maryland, of the first part, and VACHEL A. DOWNES, JR., of the second part;

WITNESSETH: that for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said party of the first part, Kent Island Limited Partnership, does hereby grant, convey and assign unto the party of the second part, Vachel A. Downes, Jr., and his successor or successors, all its right, title, interest and estate in and to a certain purchase money mortgage and agreement by and between Yachting Associates, a partnership duly organized under the Laws of Maryland, Mortgagor, and Kent Island Limited Partnership, Mortgagee, dated the 30th day of November, 1974, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 89 folio 271; which assignment hereby intended to be made unto Vachel A. Downes, Jr., as assignee, is for the purpose of collection of certain unpaid monies due thereunder by means of foreclosure of said mortgage or otherwise, and for certain violations of the terms and provisions of said mortgage.

WITNESS:

KENT ISLAND LIMITED PARTNERSHIP

Judith C Couley

BY: Nathan Morris
Nathan Morris

Judith C Couley

Allen I. Morris
Allen I. Morris
General Partners

STATE OF MARYLAND

TO WIT:

COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, that on this 24th day of July, 1979, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Nathan Morris and Allen I. Morris, General Partners of Kent Island Limited Partnership, and they did acknowledge the foregoing Assignment of Mortgage to be their respective act.

AS WITNESS my hand and Notarial Seal.

CLEIN
1979 JUL 24 PM 3:18
QUEEN ANNE'S COUNTY Commission Expires: 7-1-

Judith C Couley
NOTARY PUBLIC

CLEIN
1979 DEC -7 AM 9:34
QUEEN ANNE'S COUNTY

ORDER

The foregoing Petition having been read and considered, it is this 10th day of December, 1979, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of said Court, ORDERED:

(1) That the post office at Stevensville, Maryland, and/or its Postmaster, henceforth deliver unto Allen I. Morris and Nathan Morris, Receivers as aforesaid, all mail received by said post office addressed unto Yachting Associates, and/or Pier One Marina and/or Chesapeake Bay Yachting Center.

(2) That after ratification of the sale and delivery and recording of the deed from Vachel A. Downes, Jr., Assignee, unto the purchaser, and notification thereof to said post office and its Postmaster, all such mail shall thereafter be delivered unto the purchaser of the property.

(3) That Peter J. Carroll, one of the partners of Yachting Associates, be and he is hereby directed to forthwith deliver unto Allen I. Morris and Nathan Morris, Receivers as aforesaid, all receipts and all mail relating to said marina and its operation received by him, or his office, after July 24, 1979, excepting those matters relating solely to the obligations of said marina operation prior to the filing of this foreclosure suit on the 24th day of July, 1979.


JUDGE

QUEEN ANNE'S COUNTY

VACHEL A. DOWNES, JR.
Assignee of Mortgage
115 Lawyers Row
Centreville, Maryland
(21617)

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

VS.

YACHTING ASSOCIATES

NO. 6472

FINAL ORDER OF RATIFICATION OF SALE

Upon the foregoing Report of Sale and Affidavit, it is ORDERED this 10th day of December, 1979, 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., Assignee of Mortgage, on the 2nd day of November, 1979, 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., Assignee of 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

CLEAR
1979 DEC 10 AM 11:55
QUEEN ANNE'S COUNTY

VACHEL A. DOWNES, JR.,
Assignee

vs.

YACHTING ASSOCIATES

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 6472

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 1,300,000.00.
2. That it will take approximately eight hours to go over this account and to state the same.
3. That your Auditor will perform extra services, to wit: that an account will have to be stated for the receivership in addition to the account of the assignee.
4. That in view of the extra services to be performed by your Auditor, and the time involved in stating this account, your Auditor feels that he should be allowed a fee of \$400.00.

WHEREFORE, your Auditor prays:

That the Court pass an Order allowing him the sum of \$400.00 for his services as Auditor in this cause.

FILED

OCT 1 1980

CIRCUIT COURT
QUEEN ANNE'S CO.

Respectfully submitted,

J. Thomas Clark
J. Thomas Clark, Auditor

ORDER OF COURT

3rd UPON the foregoing Motion for Fee of the Auditor, it is this day of November, 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 \$400.00; subject to exception to said fee being filed by any interested party.

Wayne H. Carter
JUDGE

VACHEL A. DOWNES, JR.,
Assignee of Mortgage

vs.

YACHTING ASSOCIATES

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
No. 6472

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

1. That the first account stated in this cause is the account of the Receivers, who were appointed by this Honorable Court on August 24, 1979, to collect the accounts receivable due unto the respondent and rents, issues and profits thereof. The Receivers have accounted for gross collections and after deducting their expenses which include the fee of the Receivers, the bond premiums, the amounts expended for utilities, contract labor, petty cash, materials and supplies, repairs, maintenance and customer reimbursements, the balance was directed to be turned over to the Assignee of the mortgage foreclosed in these proceedings.

2. That the second account is stated at the request of Vachel A. Downes, Jr., Assignee, wherein it appears that the proceeds of sale and the amount collected from the Receivers, is insufficient to pay the mortgage debt and expenses of sale. The deficiency appears to be in the sum of \$427,963.02.

3. That in the account of the Assignee, he is charged with the proceeds of sale made by him and the amount turned over to him by the Receivers appointed in this cause, and he is allowed thereafter his fee for his services, his commissions for making said sale per terms of the mortgage, the court costs paid and due, Notary Public fees, the bond premium and renewal, amounts paid Western Union for telegrams, the numerous advertising fees, several attorney's fees, the Auctioneer's fee for crying said sale, the fee of your Auditor, per Order of Order, and the balance was credited toward the principal and interest indebtedness.

Respectfully submitted,


Thomas Clark, Auditor

November 12, 1980

FILED

NOV 12 1980

CIRCUIT COURT
QUEEN ANNE'S CO.

Cause No. 6472

The proceeds of collections of accounts receivable due unto the Mortgagor, and rents, issues and profits thereof reported in this cause, in account with Nathan Morris and Allen I. Morris, General Partners of Kent Island Limited Partnership, Receivers

Cr.

Collections from slip rental fees-----	\$52,407.20
Collections from transient slip rental fees-----	665.60
Collections from dry storage fees-----	5,307.61
Collections from ramp fees-----	63.00
Collections from utilities fees-----	314.86
Collections from service labor, hauling boats, putting in cradles-----	3,431.03
Collections from contract labor, percentage of earnings from work on boats by subcontractors-----	54.00
By gross proceeds of collections-----	\$62,243.30

Dr.

To Nathan Morris and Allen I. Morris, General Partners of Kent Island Limited Partnership, Receivers, their fee for collections 21 weeks @ \$200.00 per week, the sum of	\$ 4,200.00
To W. M. Freestate & Son, Inc., for an amount paid for the receivers' bond premium, in this cause, the sum of	100.00
To W. M. Freestate & Son., Inc., for an amount due for renewal of receivers' bond premium, in this cause, the sum of	100.00
To do., for amounts paid for utilities, as follows:	
Electricity-----	\$5,890.04
Telephone-----	417.53
Trash removal-----	567.00
	6,874.57
To do., for amounts paid for contract labor, including bookkeeping services	4,068.43
To do., for amounts paid out for miscellaneous expenses out of petty cash	387.81
To do., for amounts paid for material and supplies	338.12
To do., for amounts paid for labor and materials in repairs to Railift	947.66

November 12, 1980

J. Thomas Clark
Thomas Clark, Auditor

To do., for amounts paid for maintenance,
as follows:

Buildings-----	\$.509.33	
Grounds-----	<u>1,525.27</u>	\$ 2,034.60

To do., for amounts paid for customer
reimbursements 81.25

To amount turned over to Vachel A.
Downes, Jr., Assignee of the
mortgage foreclosed in this cause,
the balance, or the sum of

<u>43,110.86</u>	
\$62,243.30	<u>\$62,243.30</u>

November 12, 1980

J. Thomas Clark
J. Thomas Clark, Auditor

Cause No. 6472

The proceeds of the sale of land reported in this cause, in account with Vachel A. Downes, Jr., Assignee of the mortgage foreclosed in these proceedings (and vendor of said land)

Cr.


1979
Nov. 2

By gross proceeds of the sale of land, per report of said vendor, to wit:-----	\$1,300,000.00
By balance turned over to Assignee by the Receivers in this cause, per account stated-----	<u>43,110.86</u>
By gross proceeds-----	\$1,343,110.86

Dr.

To Vachel A. Downes, Jr., Assignee, per terms of mortgage, to wit:		
1-His fee for his services-----	\$ 1,000.00	
2-His commissions for making said sale-----	<u>65,150.00</u>	\$ 66,150.00
To do., for amounts paid Marguerite W. Mankin, Clerk, as follows:		
1-Advanced filing fee-\$	50.00	
2-Recording assignment of mortgage----	<u>7.00</u>	57.00
To do., for amounts due Marguerite W. Mankin, Clerk, as follows:		
1-Appearence fee-----	\$ 10.00	
2-Fees for certified copies-----	17.00	
3-Clerk's additional--	<u>335.00</u>	362.00
To do., for an amount due Vachel A. Downes, Jr., for Notary Public fees advanced		3.00
To do., for an amount paid W. M. Freestate & Son, Inc., for the Assignee's bond premium in this cause		20.00
To do., for an amount due W. M. Freestate & Son, Inc., for renewal of Assignee's bond premium		20.00
To do., for amounts paid Western Union for telegrams to attorney for defendants		36.50

November 12, 1980



J. Thomas Clark, Auditor

To do., for amounts paid for the several advertising costs, as follows,		
1-Queen Anne's Journal-----	\$ 420.02	
2-Queen Anne's Record-Observer--	512.00	
3-Dow Jones & Co., Inc.-----	327.18	
4-Washington Post Co.-----	142.68	
5-The A. S. Abell Co.-----	134.40	
6-Capital Gazette Newspapers, Inc.-----	63.50	
7-Queen Anne's Record-Observer, for Order Nisi on Sale-----	<u>33.00</u>	\$ 1,632.78
 To do., for an amount paid David W. Gregory, Esquire, for legal fees in attachment action issued in District Court proceedings		50.00
 to do., for an amount paid Melnicove, Kaufman & Weiner, P.A., for legal fees in connection with bankruptcy suit, the sum of		8,021.75
 To do., for an amount due Joseph A. Jackson, Jr., Auctioneer, for cyring said sale		200.00
 To J. Thomas Clark, Auditor, for stating this account and the account of the receivers, per Order of Court		400.00
 To Kent Island Limited Partnership, for partial payment on the principal, being the sum of \$1,672,990.05, plus interest to 1/1/80, being 60 days after sale, in the sum of \$21,550.80, the balance or the sum of		
	<u>1,266,557.83</u>	
	\$1,343,110.86	\$1,343,110.86

November 12, 1980

J. Thomas Clark
 J. Thomas Clark, Auditor

VACHEL A. DOWNES, JR.,
Assignee of Mortgage

VS.

YACHTING ASSOCIATES

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

In Equity

No. 6472

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on November 12, 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:

Vachel A. Downes, Jr., Esquire
115 Lawyers Row
Centreville, Maryland 21617

Kent Island Limited Partnership
Bridge Drive
Stevensville, Maryland 21666

Nathan Morris and Allen I. Morris
Kent Island Limited Partnership
Bridge Drive
Stevensville, Maryland 21666

Yachting Associates
c/o Bennett Crain, Jr., Esquire
160 South Street
Annapolis, MD 21403

Peter J. Carroll
P. O. Box 3315
Annapolis, MD 21403

Franklin J. Wood
c/o Bennett Crain, Jr., Esquire
Box 3323
Annapolis, MD 21403

Internal Revenue Service
P. O. Box 1076
Baltimore, Md. 21203
Attn :
Special Procedures Section

Pursuant to Rule 595, Sec. g, Maryland Rules of Procedure, notify each of them that said account was filed on November 12, 1980, with the Clerk of the Circuit Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before November 28, 1980, and if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on December 1, 1980.

FILED

NOV 12 1980

CIRCUIT COURT
QUEEN ANNE'S CO.

J. Thomas Clark

J. Thomas Clark, Auditor

VACHEL A. DOWNES, JR.,
Assignee of Mortgage

vs.

YACHTING ASSOCIATES

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
No. 6472

NISI RATIFICATION OF AUDIT

ORDERED this 12th day of November, 1980,
that the report and account filed in these proceedings by _____
J. Thomas Clark, Auditor, be ratified on or after the
1st day of December, 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 St. Markin Clerk

Filed November 12, 1980

VACHEL A. DOWNES, JR.,
Assignee of Mortgage

vs.

YACHTING ASSOCIATES

* IN THE CIRCUIT COURT
* FOR QUEEN ANNE'S COUNTY
* IN EQUITY
* No. 6472
*
*
*

FINAL RATIFICATION OF AUDIT

ORDERED this 5th day of December, 1980,
by the Court that the account of the Auditor is finally ratified and
confirmed, and Vachel A. Downes, Jr., Assignee ~~of Mortgage~~,
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 December 5, 1980

THOMAS A. HENRY, JR.
President of the Board

ASSOCIATED BANKERS

Secretary

Thomas A. Henry, Jr.

December 2, 1960

IN THE MATTER OF THE
TRUST ESTATE FOR AND IN
BEHALF OF
JOHN MCKENNEY
CREATED UNDER AND BY THE
TERMS AND PROVISIONS OF THE
LAST WILL AND TESTAMENT OF
WILLIAM MCKENNEY, SECOND,
DECEASED.

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IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY
NO. 2548

STIPULATION TO RECORD IN EXTENSO

Madam Clerk:

NOV 12-80 * 27022 ***** 00
NOV 12-80 A 27022 ***** 00

Please record the decree dated September 18, 1930, and
passed in the above cause, among the judgment in extenso records.

RECEIVED
CLERK, CIRCUIT COURT
1980 NOV 12 PM 3:27
QUEEN ANNE'S COUNTY

David C. Bryah
David C. Bryah

IN THE MATTER OF THE
TRUST ESTATE FOR AND IN
BEHALF OF
JOHN MCKENNEY
CREATED UNDER AND BY THE
TERMS AND PROVISIONS OF THE
LAST WILL AND TESTAMENT OF
WILLIAM MCKENNEY, SECOND,
DECEASED.

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY,
IN EQUITY,
NO. 2548.

D E C R E E

The petition of Margaret D. McKenney and John McKenney, Trustees, and John McKenney, individually, filed in this cause on August 28th., 1930, and the depositions in support thereof, together with the other proceedings in this cause, having been read and considered, it is, by the Circuit Court for Queen Anne's County, in Equity, this *18th* day of *September* 1930, ADJUDGED, ORDERED AND DECREED that there shall be distributed unto John McKenney a one-third undivided interest in the three farms or parcels of land comprising this trust estate, which said one-third undivided interest Margaret D. McKenney and John McKenney, Trustees, be, and they are hereby directed to convey unto said John McKenney, his heirs and assigns absolutely and in fee simple; said undivided one-third interest in the Powell's Point Farm and the Walker's Square Wood lot to be held by said John McKenney, his heirs and assigns, subject to the contingent liability of William McKenney, 2nd., (which said liability has been assumed and is to be paid and contributed by William McKenney, 3rd., John McKenney and Marie McKenney) on two promissory notes, as described in paragraphs eight and nine of the petition hereinbefore referred to;

AND it is further ADJUDGED, ORDERED and DECREED that Margaret D. McKenney and John McKenney, Trustees, sell and convey unto John McKenney the remaining two-thirds undivided interest of said Trustees in and to the said Powell's Point Farm, Tarman Farm and Walker's Square Wood lot, and the said Margaret D. McKenney and John McKenney, Trustees, be and they are hereby

empowered and directed to convey said two-thirds undivided interest therein unto said John McKenney, his heirs and assigns in fee simple (the Powell's Point Farm and the Walker's Square Wood lot to be held subject to the contingent liability of William McKenney, 2nd., on the two notes hereinbefore mentioned as referred to in paragraphs eight and nine of the aforesaid petition), upon the execution and delivery by the said John McKenney unto the said Trustees of three mortgages as follows:

A first mortgage (subject to the aforesaid contingent liability on said notes) on the entire fee simple interest of John McKenney in the farm known as Powell's Point, said mortgage to secure the sum of twelve thousand dollars, (\$12,000.00), and to be drawn payable six months after the death of John McKenney or upon the sale of said farm or tract of land by said John McKenney during his life time, said mortgage to bear no interest until the death of the said John McKenney or the sale of said farm by him, after which time it shall bear interest at the rate of six per centum per annum;

A first mortgage on the entire fee simple interest of John McKenney in the farm known as the Tarman Farm, said mortgage to secure the sum of five thousand, three hundred and thirty three dollars and thirty four cents, (\$5,333.34), and to be drawn payable six months after the death of John McKenney or upon the sale of said farm or tract of land by said John McKenney during his life time, said mortgage to bear no interest until the death of the said John McKenney or the sale of said farm by him, after which time it shall bear interest at the rate of six per centum per annum;

A first mortgage (subject to the aforesaid contingent

liability on said notes) on the entire fee simple interest of John McKenney in the farm known as Walker's Square Wood lot, said mortgage to secure the sum of three hundred and thirty three dollars and thirty two cents, (\$333.32), and to be drawn payable six months after the death of John McKenney or upon the sale of said farm or tract of land by said John McKenney during his life time, said mortgage to bear no interest until the death of the said John McKenney or the sale of said farm by him, after which time it shall bear interest at the rate of six per centum per annum.

Filed Sep. 26th 1930

Lewis H. Wickes

VACHEL A. DOWNES, JR.
Attorney Named In Mortgage
115 Lawyers Row
Centreville, Maryland 21617

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY

VS.

IN EQUITY

NO. 6710

YACHTING ASSOCIATES,
A Partnership Formed
Under The Laws of
Maryland, Comprised of
Peter J. Carroll,
Partner, whose address
is P.O. Box 3315,
Annapolis, Maryland
(21403) and Mid-Atlantic
Realty, Inc., Partner,
whose address is in care
of Peter J. Carroll,
President, P.O. Box 3315,
Annapolis, Maryland
(21403), per terms of
Mortgage recorded among
the Land Records of
Queen Anne's County in
Liber C.W.C. No. 130 folio
619.

JUL 24-80 * 23296 *****50.00
JUL 24-80 A 23296 *****50.00

ORDER TO DOCKET SUIT

To Mrs. Marguerite M. Mankin, Clerk of the Circuit Court For
Queen Anne's County, Maryland:

Madam Clerk: You will please docket suit as per the
above titling for a foreclosure of a purchase money mortgage from
Yachting Associates to Kent Island Limited Partnership dated the
20th day of January, 1978, recorded among the Land Records of
Queen Anne's County in Liber C.W.C. No. 130 folio 619; default
having occurred in the terms thereof by reason of non-payment of
principal, interest and late charges payable under the terms of
said mortgage after demand therefor was made and for failure of
the Mortgagor to pay county and state real estate taxes on the
property described in said mortgage, all contrary to the terms
and provisions of said mortgage.

A Certified copy of the aforementioned mortgage recorded
in Liber C.W.C. No. 130 folio 619 is attached hereto, marked
"Complainant's Exhibit No. 1", and prayed be made a part hereof.

The mortgage note accompanying said mortgage and evidencing
a debt of \$87,130.00, provided for equal consecutive monthly
installments of \$726.00 each, including interest at the rate of
8% per annum on the unpaid principal indebtedness, said payments
to commence on the 20th day of February, 1978, a copy thereof
being attached hereto, marked "Complainant's Exhibit No. 2",
and prayed be made a part hereof.

CLERK
JUL 24 PM 2:32
QUEEN ANNE'S COUNTY

LIRFP

12 PAGE 625

Madam Clerk: You will further certify the copy of Complainant's Exhibit No. 1 and charge the cost thereof to the costs in this cause, and you will further file herein the accompanying military affidavit.

Wachel A. Downes Jr.

Wachel A. Downes, Jr.
Attorney Named In Mortgage
115 Lawyers Row
Centreville, Maryland 21617
Telephone: 301-758-0680

COMPLAINANT'S
EXHIBIT NO 7

TO

DOCUMENT NO. 91845 AS RECEIVED

MAIL

THIS PURCHASE MONEY-MORTGAGE, made this 30 day of January, in the year one thousand and nine hundred and seventy-eight (1978), by and between YACHTING ASSOCIATES, a general partnership formed under the Laws of Maryland, Mortgagor, of the first part; and KENT ISLAND LIMITED PARTNERSHIP, a limited partnership formed under the Laws of Maryland, Mortgagee, of the second part;

corporate, etc
therein having

WHEREAS, the Mortgagor stands bona fide indebted unto the Mortgagee in the full and just sum of \$87,130.00 for money this day loaned by the Mortgagee unto the Mortgagor evidenced by and payable with interest as provided by a note of even date herewith, the unpaid balance with interest accrued (hereinafter referred to as Mortgage Debt) thereon being due and payable as prescribed and set forth by the terms of said note; which principal sum having been used as a portion of the purchase price for the property hereinafter described;

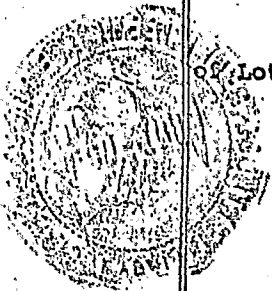
WHEREAS, it was a condition of the making of said loan that the repayment thereof, with interest, should be secured by the execution of this Mortgage;

NOW THEREFORE, THIS PURCHASE MONEY MORTGAGE WITNESSETH: that in consideration of the premises and of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Yachting Associates do grant, convey and assign unto Kent Island Limited Partnership, its executors, administrators, successors and assigns, in fee simple, all of that lot or parcel of ground situate and lying in Queen Anne's County, State of Maryland, aforesaid and described as follows, to wit:

ALL that lot or parcel of land situate, lying and being on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland, bounded on the west by the lands of Yachting Associates (see deed recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 89 folio 266), on the north by Bridge Road leading from Maryland Route No. 8 to the Pier 1 Marina of Yachting Associates, and on the east and south by the remaining lands of Kent Island Limited Partnership, and more particularly described by metes and bounds, courses and distances according to a plat and survey thereof by Hanson and Den Outer, registered surveyor, dated September 19, 1977, as follows, to wit:

BEGINNING for the same at the most northwest corner of Lot 21 on the southerly right-of-way line of Bridge Drive as shown on a plat of subdivision entitled, "Bay Bridge Industrial Center" as recorded in Plat Book C.W.C. No. 1 folio 32 among the aforesaid Land Records and running thence with the westerly line of Lot 21

1. S 17° 50' 20" W 455.54 feet to the southwest corner of Lot 21; thence leaving Lot 21



LIBER 130 PAGE 619

LIBER 12 PAGE 627

5-10-78 original recorded to Executive Co. Father's Home, Bridge Rd. St. Michaels, Md. 20686

2. N 77° 11' 38" W 391.51 feet; thence
3. N 17° 50' 20" E 845.87 feet to the proposed south-westerly right-of-way line of Bridge Drive extended; thence running with a part of the same.
4. S 20° 41' 40" E 322.14 feet; thence running on a curve to the left having an
5. Arc length of 221.74 feet; a radius of 280.00 feet and a chord bearing and length of S 43° 22' 55" E 216.00 feet to the place of beginning and containing 237,212 square feet or 5.4456 acres of land.

BEING all the same lands conveyed by deed from Kent Island Limited Partnership to Yachting Associates, Inc., dated the 20 day of January, 1978, recorded, or intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto.

AND especially together with a right of way or easement, to be used in common with others, extending from the westerly terminus of Bridge Road (see grant from Kent Island Limited Partnership to the County Commissioners of Queen Anne's County, dated November 20, 1970, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 51 folio 471) and the westerly boundaries of Lots Nos. 21 and 14 of Bay Bridge Industrial Center (as shown on a plat recorded among the Land Records aforesaid in Liber C.W.C. No. 51 folio 164) to the lands hereinabove described, for ingress and egress thereto by all lawful means whatsoever, over, upon and across a roadway easement being 30 feet on either side of the centerline hereinafter described as follows, to wit:

BEGINNING for the same at the southwest corner of Lot 14, Bay Bridge Industrial Center and running along the line for the end of dedication of Bridge Drive, South 11 degrees 59 minutes 31 seconds East 42.12 feet to the true point of beginning; thence leaving said line of dedication and running on a curve to the right having an (1) arc length of 175.49 feet, a radius of 250.00 feet and a chord bearing and length of North 40 degrees 48 minutes 14 seconds West 171.91 feet; thence North 20 degrees 41 minutes 40 seconds West 359.81 feet to a point on the easterly line of the 45.1194 acre parcel, hereinabove intended to be conveyed, said point being 434.28 feet from the northeasterly corner of the aforesaid parcel and containing 32,118 square feet or 0.7373 acres of land, more or less.

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

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid; unto the said Kent Island Limited Partnership, its executors, administrators, successors and assigns, in fee simple.

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.

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 according to the terms and conditions of the Note and any amendment, substitution, extension or renewal thereof, and to pay when due all 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 provided that taxes shall be paid no later than October 1st of each levy year; and upon payment thereof 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 keep any buildings and improvements hereafter erected 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; (3) Should the Mortgagor fail or neglect to pay any 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; (4) 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, for all purposes hereof it shall not be considered "waste" nor a default of this mortgage that excavation and filling or changing of the grade of the property be made by the Mortgagor; and not to demolish any improvements or materially change them or permit them to be demolished or materially changed, without the written consent of the Mortgagee; (5) 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, wherein Peter J. Carroll does not retain a controlling interest, 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; (6) 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, insurance company or companies acceptable which may be from time to time designated; at no time less than the value of improvements on the mortgaged property and policy of insurance on the mortgaged property endorsed as in case of fire and/or windstorm to the benefit of Mortgagee to the extent of under this Mortgage, and to deliver said Mortgage to be held by the Mortgagee and



... of ... the property against which ...
is an amount as may be necessary to secure the Mortgage ...
and the Mortgagor shall reimburse the Mortgagee for said ...
upon demand. Should the Mortgagor fail to reimburse ...
then any sum so paid shall be added to the principal ...
ratified and approved by the Mortgagor; (7) 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; (8) 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.

The Mortgagee agrees to join in the execution of all ...
easements and rights of way for public utilities to release the ...
same from the operation and effect of this mortgage, and to do so ...
without cost nor to thereupon require payment reducing the ...
principal amount of this mortgage.

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 the 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 Vachel A. Downes, Jr., 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; 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.

and of WITNESS the hand (s) and seal (s) of the Mortgagor.

WITNESS:

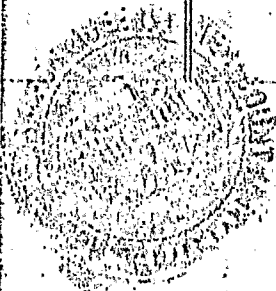
YACHTING ASSOCIATES

Conrad S. Nelson

BY:

Peter J. Carroll, Jr. (SEAL)
Partner

And the Mortgagor, under the Code of Public General Laws of the State of Maryland and any amendments, supplements, (1) declares his assent to the



TEST:

MID-ATLANTIC REALTY, INC., PARTNER

Connie S. Nelson

BY:

Peter J. Carroll, Jr.
Peter J. Carroll, Jr.,
President and sole owner

(Place corporate seal here)



STATE OF MARYLAND

to wit:

COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, that on this 20th day of January, 1978, before me, the subscriber, a Notary Public as aforesaid, personally appeared Peter J. Carroll, Jr., who did acknowledge himself to be the President of Mid-Atlantic Realty, Inc., a Partner in Yachting Associates, a partnership established under the laws of Maryland, and that he as such President, being authorized so to do, did execute the foregoing instrument for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Connie S. Nelson
NOTARY PUBLIC

My Commission Expires: 7-1-1978



STATE OF MARYLAND

to wit:

COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, that on this 20th day of January, 1978, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Peter J. Carroll, Jr., Partner of Yachting Associates, a partnership established under the laws of Maryland, known to me to be the person whose name is subscribed to the within Mortgage and acknowledged that he executed the same for the purposes therein contained. At the same time, also appeared Vachel A. Downes, Jr. The Agent of the party secured by the foregoing 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

-7-

UDFR: 130 PAGE 625

UDFR: 12 PAGE 633

LIBER 12 PAGE 634

LIBER 130 PAGE 626

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 foregoing mortgage and as such is duly authorized to make this affidavit.

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

Connie S. Hutson
NOTARY PUBLIC

My Commission Expires: 7/1/1978

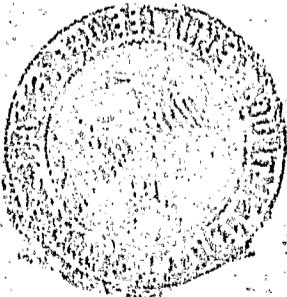


RECEIVED
CLERK, CIRCUIT COURT
1978 JAN 20 PM 3:30
QUEEN ANNE'S COUNTY

JAN 20-78 * 2 620 *****26.00
JAN 20-78 A 2 620 *****26.00

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

THIS IS TO CERTIFY, that the foregoing was truly taken and copied from Liber CWC 130, folio 619, 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 25th day of JULY 1978.

Marguerite W. Mankin
Marguerite W. Mankin, Clerk of Circuit Court for Queen Anne's County.

Copy 1 COMPLAINANT'S
EXHIBIT
NO 2

MORTGAGE NOTE

\$87,130.00

Stevensville, Maryland 21666

Date: January 26, 1978

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the order of Kent Island Limited Partnership the principal sum of EIGHTY-SEVEN THOUSAND ONE HUNDRED THIRTY DOLLARS (\$87,130.00) with interest from the date hereof as hereinafter mentioned, which said principal and interest the undersigned hereby promises to pay as follows:

In equal, consecutive monthly installments of principal and interest at the interest rate of eight per centum (8%) per annum in the amount of Seven Hundred Twenty-Six ---00/100 Dollars (\$726.00) each, commencing on the 20 day of Feb, 1978, and on the same day of each month thereafter until such time as the entire unpaid principal balance together with any unpaid interest will be fully paid and satisfied.

The aforesaid monthly payments when so paid shall be applied first to the payment of interest due monthly at the rate aforesaid on the principal sum or so much thereof as from time to time shall remain unpaid, and the balance of each monthly installment shall be applied on account of the principal.

All payments shall be made in lawful money of the United States of America at the office of Kent Island Limited Partnership, Bridge Road, Stevensville, Maryland (21666), or at such other place as may be designated in writing by the holder hereof from time to time. All notices required or permitted by this note to be given by the holder to the maker shall be sent by registered or certified mail to P.O. Box 3315, Annapolis, Maryland 21404, or to such address as from time to time designated by the maker.

This Note is secured by a Mortgage of even date herewith and secured on real estate in Queen Anne's County, Maryland, being 5.4456 Acres, situate on Bridge Road, near Stevensville, Maryland, and more particularly described in a deed of even date herewith from Kent Island Limited Partnership to Yachting Associates.

Upon any default under this Note or the Mortgage securing this Note the entire balance of principal and interest shall at the option of the holder hereof, become immediately due and payable. Time shall be considered of the essence of this obligation.

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.

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.

The Maker agrees to pay all costs and reasonable attorney's fees incurred by the holder in connection with a default under this Note or in the collection of this Note.

Notwithstanding the foregoing provisions, this Note shall not bind the Maker further than to bind its right, title, interest and estate in and to the real property encumbered by the Mortgage securing this Note, and on default hereunder no deficiency or personal judgment shall be entered or rendered against the Maker hereof.

As to this Note, and the Mortgage and any other instruments securing it, the undersigned and all endorsers and guarantors severally waive presentment, protest and notice of dishonor, and expressly agree that the maturity of this Note, or any payment hereunder, may be extended from time to time without in any way affecting the liability of the undersigned or any endorsers or guarantors hereof.

WITNESS:

YACHTING ASSOCIATES, a partnership formed under the Laws of Maryland

By: _____ (SEAL)
Peter J. Carroll, Jr.
Partner

TEST:

MID-ATLANTIC REALTY, INC., a Partner in Yachting Associates

By: _____ (SEAL)
Peter J. Carroll, Jr.
President

(Place corporate seal here)

*New Island Limited
Partnership from
Justing Williams
- 5 Acres*

Schedule of
Direct
Reduction
Loan



FINANCIAL PUBLISHING COMPANY
82 Brookline Avenue
Boston, Massachusetts 02215
(617) 262-4040

ANNUAL % RATE 8.000 PAYMENT \$ 726.00 LOAN \$ 87,130.00 TERM: YEARS 20 MONTHS 3 PERIODS 243

PAY'T NO.	INTEREST PAYMENT	PRINCIPAL PAYMENT	BALANCE OF LOAN	PAY'T NO.	INTEREST PAYMENT	PRINCIPAL PAYMENT	BALANCE OF LOAN
1	580.87			61	509.77	216.23	76,249.85
2	579.90	145.13	86,984.87	62	508.33	217.67	76,032.10
3	578.93	146.10	86,838.77	63	506.88	219.12	75,813.04
4	577.94	147.07	86,691.70	64	505.42	220.58	75,592.41
5	576.96	148.06	86,543.64	65	503.95	222.05	75,370.42
6	575.96	149.04	86,394.60	66	502.47	223.53	75,146.88
7	574.96	150.04	86,244.56	67	500.98	225.02	74,921.86
8	573.96	151.04	86,093.52	68	499.48	226.52	74,695.34
9	572.94	152.04	85,941.48	69	497.97	228.03	74,467.31
10	571.92	153.06	85,788.42	70	496.45	229.55	74,237.76
11	570.90	154.08	85,634.34	71	494.92	231.08	74,006.68
12	569.86	155.10	85,479.24	72	494.92	232.62	73,774.06
13	568.82	156.14	85,323.10	73	493.38	234.17	73,539.89
14	567.77	157.18	85,165.92	74	491.83	235.73	73,304.16
15	566.72	158.23	85,007.69	75	490.27	237.31	73,066.85
16	565.66	159.28	84,848.41	76	488.69	238.89	72,827.96
17	564.59	160.34	84,688.07	77	487.11	240.48	72,587.48
18	563.51	161.41	84,526.66	78	485.52	242.08	72,345.40
19	562.43	162.49	84,364.17	79	483.92	243.70	72,101.70
20	561.34	163.57	84,200.60	80	482.30	245.32	71,856.38
21	560.24	164.66	84,035.94	81	480.68	246.96	71,609.42
22	559.13	165.76	83,870.18	82	479.04	248.60	71,360.82
23	558.02	166.87	83,703.31	83	477.40	250.26	71,110.56
24	556.90	167.98	83,535.33	84	475.74	251.93	70,858.63
25	555.77	169.10	83,366.23	85	474.07	253.61	70,605.02
26	554.64	170.23	83,196.00	86	472.39	255.30	70,349.72
27	553.50	171.36	83,024.64	87	470.70	257.00	70,092.72
28	552.35	172.50	82,852.14	88	469.00	258.72	69,834.00
29	551.19	173.65	82,678.49	89	467.28	260.44	69,573.56
30	550.02	174.81	82,503.68	90	465.56	262.18	69,311.38
31	548.85	175.98	82,327.70	91	463.82	263.92	69,047.46
32	547.67	177.15	82,150.55	92	462.08	265.68	68,781.78
33	546.48	178.33	81,972.22	93	460.32	267.45	68,514.33
34	545.28	179.52	81,792.70	94	458.55	269.24	68,245.09
35	544.08	180.72	81,611.98	95	456.76	271.03	67,974.06
36	542.87	181.92	81,430.06	96	454.97	272.84	67,701.22
37	541.65	183.13	81,246.93	97	453.16	274.66	67,426.56
38	540.42	184.35	81,062.58	98	451.34	276.49	67,150.07
39	539.18	185.58	80,877.00	99	449.51	278.33	66,871.74
40	537.93	186.82	80,690.18	100	447.67	280.19	66,591.55
41	537.93	188.07	80,502.11	101	445.81	282.06	66,309.49
42	536.68	189.32	80,312.79	102	443.94	283.94	66,025.55
43	535.42	190.58	80,122.21	103	442.06	285.83	65,739.72
44	534.15	191.85	79,930.36	104	440.17	287.74	65,451.98
45	532.87	193.13	79,737.23	105	438.26	289.65	65,162.33
46	531.58	194.42	79,542.81	106	436.35	291.58	64,870.75
47	530.29	195.71	79,347.10	107	434.42	293.53	64,577.22
48	528.98	197.02	79,150.08	108	432.47	295.49	64,281.73
49	527.67	198.33	78,951.75	109	430.51	297.46	63,984.27
50	526.35	199.65	78,752.10	110	428.54	299.44	63,684.82
51	525.01	200.99	78,551.11	111	426.56	301.43	63,383.40
52	523.67	202.33	78,348.78	112	424.57	303.44	63,079.96
53	522.33	203.67	78,145.11	113	422.56	305.47	62,774.49
54	520.97	205.03	77,940.08	114	420.53	307.50	62,466.99
55	519.60	206.40	77,733.68	115	418.50	309.55	62,157.44
56	518.22	207.78	77,525.90	116	416.45	311.62	61,845.82
57	516.84	209.16	77,316.74	117	414.38	313.69	61,532.13
58	515.44	210.56	77,106.18	118	412.31	315.79	61,216.34
59	514.04	211.96	76,894.22	119	410.21	317.89	60,898.45
60	512.63	213.37	76,680.85	120	408.11	320.01	60,578.44
	511.21	214.79	76,466.06				

WACHTING ASSOCIATES
TO
KENT ISLAND
LIMITED PARTNERSHIP
5 ACRE PARCEL

Schedule of
 Direct
 Reduction
 Loan



FINANCIAL
 PUBLISHING
 COMPANY
 82 Brookline Avenue
 Boston, Massachusetts 02215
 (617) 262-4040

ANNUAL % RATE	PAYMENT \$	LOAN \$	TERM: YEARS	MONTHS	PERIODS
8.000	726.00	87,130.00	20	3	243

PAY'T NO.	INTEREST PAYMENT	PRINCIPAL PAYMENT	BALANCE OF LOAN	PAY'T NO.	INTEREST PAYMENT	PRINCIPAL PAYMENT	BALANCE OF LOAN
121	403.86	322.14	60,256.30	181	246.06	479.94	36,428.35
122	401.71	324.29	59,932.01	182	242.86	483.14	35,945.21
123	399.55	326.45	59,605.56	183	239.63	486.37	35,458.84
124	397.37	328.63	59,276.93	184	236.39	489.61	34,969.23
125	395.18	330.82	58,946.11	185	233.13	492.87	34,476.26
126	392.97	333.03	58,613.08	186	229.84	496.16	33,980.20
127	390.75	335.25	58,277.83	187	226.53	499.47	33,480.73
128	388.52	337.48	57,940.35	188	223.20	502.80	32,977.93
129	386.27	339.73	57,600.62	189	219.85	506.15	32,471.78
130	384.00	342.00	57,258.62	190	216.48	509.52	31,962.26
131	381.72	344.28	56,914.34	191	213.08	512.92	31,449.34
132	379.43	346.57	56,567.77	192	209.66	516.34	30,933.00
133	377.12	348.88	56,218.89	193	206.22	519.78	30,413.22
134	374.79	351.21	55,867.68	194	202.75	523.25	29,889.97
135	372.45	353.55	55,514.13	195	199.27	526.73	29,363.24
136	370.09	355.91	55,158.22	196	195.75	530.25	28,832.99
137	367.72	358.28	54,799.94	197	192.22	533.78	28,299.21
138	365.33	360.67	54,439.27	198	188.66	537.34	27,761.87
139	362.93	363.07	54,076.20	199	185.08	540.92	27,220.95
140	360.51	365.49	53,710.71	200	181.47	544.53	26,676.42
141	358.07	367.93	53,342.78	201	177.84	548.16	26,128.26
142	355.62	370.38	52,972.40	202	174.19	551.81	25,576.45
143	353.15	372.85	52,599.55	203	170.51	555.49	25,020.96
144	350.66	375.34	52,224.21	204	166.81	559.19	24,461.77
145	348.16	377.84	51,846.37	205	163.08	562.92	23,898.85
146	345.64	380.36	51,466.01	206	159.33	566.67	23,332.18
147	343.11	382.89	51,083.12	207	155.55	570.45	22,761.73
148	340.55	385.45	50,697.67	208	151.74	574.26	22,187.47
149	337.98	388.02	50,309.65	209	147.92	578.08	21,609.39
150	335.40	390.60	49,919.05	210	144.06	581.94	21,027.45
151	332.79	393.21	49,525.84	211	140.18	585.82	20,441.63
152	330.17	395.83	49,130.01	212	136.28	589.72	19,851.91
153	327.53	398.47	48,731.54	213	132.35	593.65	19,258.26
154	324.86	401.12	48,330.42	214	128.39	597.61	18,660.65
155	322.20	403.80	47,926.62	215	124.40	601.60	18,059.05
156	319.51	406.49	47,520.13	216	120.39	605.61	17,453.44
157	316.80	409.20	47,110.93	217	116.36	609.64	16,843.80
158	314.07	411.93	46,699.00	218	112.29	613.71	16,230.09
159	311.33	414.67	46,284.33	219	108.20	617.80	15,612.29
160	308.56	417.44	45,866.89	220	104.08	621.92	14,990.37
161	305.78	420.22	45,446.67	221	99.94	626.06	14,364.31
162	302.98	423.02	45,023.65	222	95.76	630.24	13,734.07
163	300.16	425.84	44,597.81	223	91.56	634.44	13,099.63
164	297.32	428.68	44,169.13	224	87.33	638.67	12,460.96
165	294.46	431.54	43,737.59	225	83.07	642.93	11,818.03
166	291.58	434.42	43,303.17	226	78.79	647.21	11,170.82
167	288.69	437.31	42,865.86	227	74.47	651.53	10,519.29
168	285.77	440.23	42,425.63	228	70.13	655.87	9,863.42
169	282.84	443.16	41,982.47	229	65.76	660.24	9,203.18
170	279.88	446.12	41,536.35	230	61.35	664.65	8,538.53
171	276.91	449.09	41,087.26	231	56.92	669.08	7,869.45
172	273.92	452.08	40,635.18	232	52.46	673.54	7,195.91
173	270.90	455.10	40,180.08	233	47.97	678.03	6,517.88
174	267.87	458.13	39,721.95	234	43.45	682.55	5,835.33
175	264.81	461.19	39,260.76	235	38.90	687.10	5,148.23
176	261.74	464.26	38,796.50	236	34.32	691.68	4,456.55
177	258.64	467.36	38,329.14	237	29.71	696.29	3,760.25
178	255.53	470.47	37,858.67	238	25.07	700.93	3,059.28
179	252.39	473.61	37,385.06	239	20.40	705.60	2,353.68
180	249.23	476.77	36,908.29	240	15.69	710.31	1,643.37

Yachting Associates
Kent Island
Limited Partnership
S. A. Co.

Schedule of
**Direct
 Reduction
 Loan**



**FINANCIAL
 PUBLISHING
 COMPANY**
 82 Brookline Avenue
 Boston, Massachusetts 02215
 (617) 262-4040

ANNUAL % RATE 8.000	PAYMENT \$ 726.00	LOAN \$ 87,130.00	TERM: YEARS 20	MONTHS 3	PERIODS 243
------------------------	----------------------	----------------------	-------------------	-------------	----------------

PAY'T NO.	INTEREST PAYMENT	PRINCIPAL PAYMENT	BALANCE OF LOAN	PAY'T NO.	INTEREST PAYMENT	PRINCIPAL PAYMENT	BALANCE OF LOAN
-----------	------------------	-------------------	-----------------	-----------	------------------	-------------------	-----------------

241	10.96	715.04	928.38				
242	6.19	719.81	208.57				
243	1.39	208.57	.00				
FINAL PAYMENT:		209.96					

TOTAL INTEREST: 88771.96 TOTAL PRINCIPAL: 87130.00

VACHEL A. DOWNES, JR.,
Attorney Named In Mortgage

VS.

YACHTING ASSOCIATES

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 6710

MILITARY AFFIDAVIT

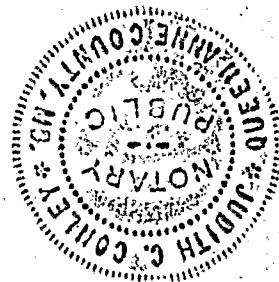
STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S, TO WIT:

I HEREBY CERTIFY, that on this 21 day of July, 1980, before me, the subscriber, a Notary Public as aforesaid, personally appeared Vachel A. Downes, Jr., Attorney Named In Mortgage, and Nathan Morris and Allen I. Morris, General Partners of Kent Island Limited Partnership, and made oath in due form of law that to the belief that Peter J. Carroll, partner of Yachting Associates, is now in the military service of the United States of America as defined by the Soldier's and Sailor's Civil Relief Act of 1940, with amendments thereto, or Chapter 710 of the Laws of Maryland of 1941, nor has he been in such military service within three (3) months prior hereto.

AS WITNESS my hand and Notarial Seal this 21 day of July, 1980.

Judith C Conley
NOTARY PUBLIC

My Commission Expires: 7-1-1982



RECORDED
CLERK OF THE COURT

1980 JUL 24 PM 2:32

QUEEN ANNE'S COUNTY

VACHEL A. DOWNES, JR.
Attorney Named In Mortgage

IN THE CIRCUIT COURT

FOR

VS.

QUEEN ANNE'S COUNTY

YACHTING ASSOCIATES

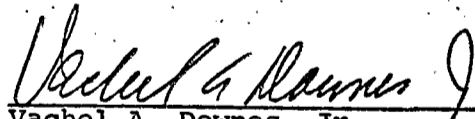
IN EQUITY

NO. 6710

STATEMENT OF MORTGAGE INDEBTEDNESS

Balance of principal and accrued but unpaid interest as of January 20, 1980	\$ 83,196.00
Interest at \$13.68 per day from January 20, 1980 through July 20, 1980, 183 days at 8%	2,501.61
1979-1980 State and County real estate taxes and accrued interest and costs thereon paid by Mortgagee on May 19, 1980, in the amount of \$769.65, with interest on such payment at 8% per annum per terms of mortgage for 62 days at \$0.17, or \$10.54, the sum of	780.19
Late charges, per terms of mortgage through July 20, 1980, payment, 6 months at \$36.30, the sum of	217.80
Total as of July 20, 1980	\$ 86,695.60

Respectfully Submitted


Vachel A. Downes, Jr.
Attorney Named In Mortgage

AFFIDAVIT

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

I HEREBY CERTIFY, that on this 21st day of July, 1980, before me, the Subscriber, a Notary Public of the State and County

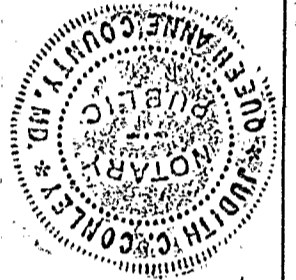
CLERK OF COURT
1980 JUL 24 PM 2:32
QUEEN ANNE'S COUNTY

aforesaid, personally appeared Vachel A. Downes, Jr., Attorney Named In Mortgage, and Nathan Morris, General Partner of Kent Island Limited Partnership who are familiar with the accounting records of said partnership and the individual accounts therein, and made oath in due form of law that the matters and facts set forth in the foregoing Statement of Mortgage Indebtedness is true and correct to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal this 21st day of July, 1980.

Judith C. Conley
NOTARY PUBLIC

My Commission Expires: 7-1-1982



Equity 670

BOND

STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S, 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 ONE THOUSAND DOLLARS (\$1,000.00) current money of the United States of America, to be paid unto the State of Maryland, or its certain attorney, to which payment will and truly to be made and done, we bond ourselves and each of our heirs, executors, and administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated the 24th day of July, 1980.

WHEREAS, by a certain mortgage from Yachting Associates, to Kent Island Limited Partnership, dated January 20, 1978, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 130 folio 619, the Mortgagor became indebted unto the Mortgagee; and

WHEREAS, Vachel A. Downes, Jr., is the attorney named in said mortgage for purposes of collection by foreclosure or otherwise.

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., Attorney Named In Mortgage, does and shall faithfully abide by and fulfill any Order or Decree which shall be made by any Court of Equity in relation to the sale of the said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise, to be and remain in full force and virtue in law.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Judith C. Couley Vachel A. Downes, Jr. (SEAL)
Vachel A. Downes, Jr.
Attorney Named In Mortgage

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Jeanne S. Edwards BY: William M. Beestate
William Beestate
Its Attorney In Fact

7/24/80

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

LIBER 12 PAGE 644

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber MWM No. 3, folio 14, a Bond Recrod 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 24th day of July, 1980.



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

VACHEL A. DOWNES, JR.

IN THE CIRCUIT COURT

FOR

VS.

QUEEN ANNE'S COUNTY

IN EQUITY

YACHTING ASSOCIATES

NO. 6710

A F F I D A V I T

I HEREBY CERTIFY, that on this 28th day of August, 1980, 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 this sale were duly served by registered mail, per the terms of the notes filed in this cause, on Mr. Peter J. Carroll, Jr., Partner of Yachting Associates, and upon Mid-Atlantic Realty, Inc., Partner of Yachting Associates, as per copy of notice attached hereto and made a part hereof, which said notice was given in the manner prescribed by Rule W 74 (2) of the Maryland Rules of Procedure.

WITNESS my hand and Notarial Seal this 28th day of August, 1980.

Judith C. Conley
NOTARY PUBLIC

CLERK OF COURT
1980 AUG 28 PM 2:16
QUEEN ANNE'S COUNTY

My Commission Expires: July



Copy

LIBER

12 PAGE 646

VACHEL A. DOWNES, JR.
Attorney Named In Mortgage

vs.

YACHTING ASSOCITES

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 6710

To: Yachting Associates
c/o Mr. Peter J. Carroll, Jr., Partner
P.O. Box 3315
Annapolis, Maryland (21403)

and

To: Mid-Atlantic Realty, Inc., Partner
c/o Mr. Peter J. Carroll, Jr.
P.O. Box 3315
Annapolis, Maryland (21403)

REGISTERED MAIL NOTICE

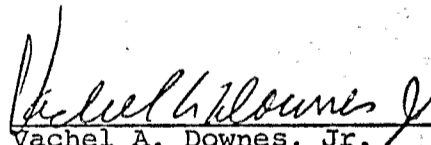
Date: August 19, 1980

Under Rules W 74 (2) of the Maryland Rules of Procedure, you are hereby notified and advised of the time, place and terms of the foreclosure sale of the premises known as Pier One Marina and/or The Chesapeake Bay Yachting Center, Stevensville, Queen Anne's County, Maryland, by the enclosure herewith of a copy of the advertisement of sale published in the Queen Anne's Record-Observer. For your further information, I am also enclosing copies of the order to docket suit, military affidavit and statement of mortgage indebtedness.

CLERK OF THE COURT


1980 AUG 28 PM 2:16

QUEEN ANNE'S COUNTY



Vachel A. Downes, Jr.
Attorney Named In Mortgage

REGISTERED NO. **556**

POSTMARK OF

 MAILING OFFICE

Value \$ 1.00	Special Delivery \$
Reg. Fee \$ 3.00	Return Receipt \$ 4.50
Handling Charge \$	Restricted Delivery \$
Postage \$ 67	<input type="checkbox"/> AIRMAIL


POSTMASTER (BY) **8AC**

FROM **Dwight H. Gregory**
Box 87
21617

TO **Md. Atlantic Realty Inc.**
Pete J. Connolly Jr.
Annapolis Md 21403

PS Form 3808 Jan. 1977

REGISTERED NO. **557**

POSTMARK OF

 MAILING OFFICE

Value \$ 1.00	Special Delivery \$
Reg. Fee \$ 3.00	Return Receipt \$ 4.50
Handling Charge \$	Restricted Delivery \$
Postage \$ 67	<input type="checkbox"/> AIRMAIL

POSTMASTER (BY) **8AC**

FROM **Dwight H. Gregory**
Box 87
21617

TO **Yachting Assn - Peter J. Chappel Jr.**
PO Box 330
Annapolis Md 21403

PS Form 3808 Jan. 1977

PS Form 3811, Jan. 1978

SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" 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:
Md. Atlantic Realty Inc
Annapolis Md 21403

3. ARTICLE DESCRIPTION:
 REGISTERED NO. **556** CERTIFIED NO. INURED NO.

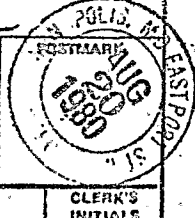
(Always obtain signature of addressee or agent)

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

4. **J. Harrington**
 DATE OF DELIVERY **AUG 19 1980**

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS



★GPO : 1973-208-048

PS Form 3811, Jan. 1978

SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" 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:
Yachting Assn.
Annapolis Md 21403

3. ARTICLE DESCRIPTION:
 REGISTERED NO. **557** CERTIFIED NO. INURED NO.


(Always obtain signature of addressee or agent)

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

4. **J. Harrington**
 DATE OF DELIVERY **AUG 19 1980**

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS



★GPO : 1973-208-048

VACHEL A. DOWNES, JR.

IN THE CIRCUIT COURT

FOR

VS.

QUEEN ANNE'S COUNTY

IN EQUITY

YACHTING ASSOCIATES

NO. 6710

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 mentioned, respectfully shows that after giving bond with approved security for the faithful discharge of his duties, as prescribed by law, and having given notice of the time, place, manner and terms of sale by advertisement inserted in The Queen Anne's Record Observer, a newspaper printed and published in Queen Anne's County, Maryland, for more than three (3) successive weeks preceding the day of said sale; the said Attorney Named in Mortgage, Vachel A. Downes, Jr., did, pursuant to said notice, on Friday the 5th day of September, 1980, at eleven o'clock, a.m., attend on the premises, and did then and there sell at public auction to the highest bidder the fee simple property mentioned and described in the advertisement of sale; said property so offered being thereby sold to Nathan Morris, General Partner and Agent for Kent Island Limited Partnership

at and for the sum of Sixty Thousand -----
----- DOLLARS (\$60,000.00),
which price was the highest amount bid for said property.

Respectfully submitted,

Vachel A. Downes Jr.

Vachel A. Downes, Jr.
Attorney Named in Mortgage

STATE OF MARYLAND

to wit:

COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, that on this 5th day of September 1980, 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 the matters and facts set forth in the foregoing Report of Sale are true and bona fide as therein stated, and that the sale aforesaid made by him, as Attorney Named In Mortgage, and herein reported, was fairly made.

Judith C. Corley

NOTARY PUBLIC

CLERK

1980 SEP -8 PM My Commission Expires: 7-1-1982

QUEEN ANNE'S COUNTY

VACHEL A. DOWNES, JR.

IN THE CIRCUIT COURT

VS.

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

YACHTING ASSOCIATES

NO. 6710

A F F I D A V I T

The undersigned, purchaser(s) of the property of Yachting Associates more particularly heretofore described in this cause, sold at public auction on the 5th day of September, 1980, does hereby make oath in due form of law, as follows:

a. That the property was purchased by XXXXXXXXXXXX

as principal(s) and/or for additional principal(s) _____

b. That the property was purchased by Nathan Morris, General Partner and

as the duly authorized and constituted agent(s) for the following principal(s) Kent Island Limited Partnership

c. And that said Purchaser(s) has or have not directly or indirectly discouraged anyone from bidding for said property.

AS WITNESS the hand(s) of said Purchaser(s) this 5th day of September, 1980.

KENT ISLAND LIMITED PARTNERSHIP

BY: Nathan Morris
General Partner and Agent

Purchaser(s) as aforesaid

CLE... COURT
1980 SEP -8 PM 4:01
QUEEN ANNE'S COUNTY

Subscribed and sworn to before me, the undersigned, a Notary Public of the State of Maryland, County of Queen Anne's, this 5th day of September, 1980.

Judith C. Conley
NOTARY PUBLIC
My Commission Expires: July 15, 1982

AFFIDAVIT BY AUCTIONEER

I HEREBY CERTIFY, that on this 5th day of September, 1980, the undersigned, Auctioneer, did sell on the 5th day of September, 1980, at public sale held on the premises described in these proceedings the lands of Yachting Associates, which said lands are more particularly described in these proceedings, unto Nathan Morris, General Partner and Agent for Kent Island Limited Partnership

at and for the sum of \$60,000.00, and I do further certify that the sale was fairly made.

Joseph A. Jackson, Jr.
Auctioneer

Subscribed and sworn to before me, the undersigned, a Notary Public of the State of Maryland, County of Queen Anne's, this 5th day of September, 1980.

Judith C. Conley
NOTARY PUBLIC
My Commission Expires: July 15, 1982

ORDER NISI ON SALE

VACHEL A. DOWNES, JR.
Attorney named in Mortgage

vs.

YACHTING ASSOCIATES

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

Cause No. 6710

ORDERED, this 8th day of September, 19 80, 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 9th day of October, 19 80, 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 October, 19 80.

The report states the amount of sales to be \$ 60,000.00.

Marguerite H. Markes Clerk

Filed September 8, 1980

CHANCERY
NO 6710

Centreville, Md. 9-15 19 80

We Hereby Certify

That the annexed advertisement of
ATTORNEY'S SALE of Fee

was published in the RECORD
OBSERVER, a newspaper published
in Queen Anne's County, Maryland, once
in each of 4 successive weeks before
the 4 day of sept. 19 80.

And that the first insertion of said ad-
vertisement in the said RECORD
OBSERVER was on the 13 day of
August 19 80, and the last
insertion on the 3 day of
September 19 80.

Publishers, Record Observer
Per Carolyn Dye

CLERK, Ct.
1980 SEP 17 PM 12:58
QUEEN ANNE'S COUNTY

DOWNES AND GREGORY

Attorneys At Law
115 Lawyer's Row
Centreville, Maryland (21617)
(301-758-0680)

**ATTORNEY'S SALE
OF FEE SIMPLE
PROPERTY**

Under and by virtue of the power of sale
contained in a Purchase Money Mortgage from
Yachting Associates to Kent Island Limited
Partnership dated January 20, 1978, recorded among
the Land Records of Queen Anne's County in Liber
C.W.C. No. 120 folio 619, default having occurred in
the terms of repayment of said mortgage, the
undersigned, as attorney named in mortgage, will
offer to the highest bidder at

**PUBLIC AUCTION ON THE PREMISES
ON FRIDAY, SEPTEMBER 5, 1980
at 11 o'clock a.m., (DST)**

the following described unimproved real estate, to
wit:

ALL that lot or parcel of land situate, lying and
being on Kent Island in the Fourth Election District
of Queen Anne's County, State of Maryland, bounded
on the west by the lands of Yachting Associates (see
deed recorded among the Land Records of Queen
Anne's County in Liber C.W.C. No. 89 folio 266), on the
north by Bridge Road leading from Maryland Route
No. 8 to the Pier 1 Marina of Yachting Associates,
and on the east and south by the remaining lands of
Kent Island Limited Partnership, and more
particularly described by metes and bounds, courses
and distances according to a plat and survey thereof
by Hanson and Den Outer, registered surveyor, dated
September 19, 1977, as follows, to wit:

BEGINNING for the same at the most northwest
corner of Lot 21 on the southerly right-of-way line of
Bridge Drive as shown on a plat of subdivision
entitled, "Bay Bridge Industrial Center" as recorded
in Plat Book C.W.C. No. 1 folio 32 among the aforesaid
Land Records and running thence with the westerly
line of Lot 21

1. S 17 degrees 50' 20" W 455.54 feet to the southwest
corner of Lot 21; thence leaving Lot 21
2. N 77 degrees 11' 38" W 391.51 feet; thence
3. N 17 degrees 50' 20" E 845.87 feet to the proposed
southwesterly right-of-way line of Bridge Drive
extended; thence running with a part of the same.
4. S 20 degrees 41' 40" E 322.14 feet; thence running
on a curve to the left having an
5. Arc length of 221.74 feet; radius of 280.00 feet and
a chord bearing and length of S 43 degrees 22' 55" E
216.00 feet to the place of beginning and containing
237,212 square feet or 5.4456 acres of land.

AND especially together with a right of way or
easement, to be used in common with others,
extending from the westerly terminus of Bridge Road
(see grant from Kent Island Limited partnership to
the County Commissioners of Queen Anne's County,
dated November 20, 1970, recorded among the Land
Records of Queen Anne's County in Liber C.W.C. No.

51 folio 471) and the westerly boundaries of Lots Nos. 21 and 14 of Bay Bridge Industrial Center (as shown on a plat recorded among the Land Records aforesaid in Liber C.W.C. No. 51 folio 164) to the lands hereinabove described, for ingress and egress thereto by all lawful means whatsoever, over, upon and across a roadway easement being 39 feet on either side of the centerline hereinafter described as follows, to wit:

BEGINNING for the same at the southwest corner of Lot 14, Bay Bridge Industrial Center and running along the line for the end of dedication of Bridge Drive, South 11 degrees 59 minutes 31 seconds East 42.12 feet to the true point of beginning thence leaving said line of dedication and running on a curve to the right having an (1) arc length of 175.49 feet, a radius of 250.00 feet and a chord bearing and length of North 40 degrees 48 minutes 14 seconds West 171.91 feet; thence North 20 degrees 41 minutes 40 seconds West 359.81 feet to a point on the easterly line of the 45.1194 acre parcel, hereinabove intended to be conveyed, said point being 434.28 feet from the northeasterly corner of the aforesaid parcel and containing 32,118 square feet or 0.7373 acres of land, more or less.

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

SUBJECT to all easements, rights of way, drainage easements, charges and liens of public record prior to the filing of these proceedings.

The Sale will be conducted on the premises on Bridge Road, Kent Island, Queen Anne's County, Maryland, opposite the property known as the Eareekson Farm House occupied by Stevens Yachts of Annapolis, Inc.

TERMS OF SALE: A deposit of Ten Thousand Dollars (\$10,000.00) will be required on day of sale, either in cash or by cashier's check or certified check, payable to, or endorsed to, Vachel A. Downes, Jr., Attorney Named In Mortgage, or the full purchase price, at the option of the Purchaser (s) may be paid on day of sale in cash, or by cashier's check or certified check. Any unpaid balance of the purchase money is to be secured by a confessed judgment promissory note (in form usual and customary for Queen Anne's County) bearing interest at the rate of 8 percent per annum from the day of sale until the date of final settlement.

Taxes and other public charges on the property shall be adjusted to the date of final settlement.

All expenses of transfer, including, but not limited to, preparation of deed, recording costs, state recordation stamps, transfer taxes, notary fees, etc., shall be at the expense of the Purchaser (s). Final settlement shall be held at the office of the undersigned Attorney, at a mutual agreeable time, but within a period of fifteen (15) days of the final ratification of the sale by the Circuit Court for Queen Anne's County. The remaining balance of the purchase money, if any, shall be payable unto the undersigned Attorney by cash or cashier's check or certified check, at the time of final settlement.

At the time and place of sale, the Purchaser (s) or the duly authorized agent of the Purchaser (s) will be required to make affidavit under the provisions of Rule BR (b) (3) of Maryland Rules of Procedure.

Vachel A. Downes, Jr.,
Attorney At Law
Attorney Named In Mortgage

Joseph A. Jackson, Jr.
Auctioneer
R08-13-41

Centreville, Md. OCT. 6 19 80

We Hereby Certify

That the annexed advertisement of ORDER NISI

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 2 day of Oct. 1980.

And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 17 day of Sept. 19 80, and the last insertion on the 1 day of Oct. 19 80.

Publishers, Record Observer
Per Carolyn Dyer

ORDER NISI
VACATION
Attorney named
in Mortgage
vs.
In The Circuit
Court
for Queen Anne's
County
In Equity
Case No. 6710
ORDERED, this 6th day of
September, 1980, that the sale
of the real property, made and
reported in this cause by
Vachel A. Downes, Jr., At-
torney named in Mortgage, be
ratified and confirmed, on or
after the 9th day of October,
1980, unless cause to the con-
trary thereof be previously
shown; provided a copy of this
order be inserted in some
newspaper published in Queen
Anne's County, Maryland,
once in each of three suc-
cessive weeks before the 2nd
day of October, 1980.
The report states the amount
of sales to be \$63,000.00.
Marguerite W. Mankin
Clerk
Filed September 8, 1980
TRUE COPY, TEST:
MARGUERITE W.
MANKIN
CLERK
BY: Betty M. Commins
DEPUTY CLERK
1980-17-31-014

CLERK OF DISTRICT COURT
1980 OCT -8 AM 11:37
QUEEN ANNE'S COUNTY

VACHEL A. DOWNES, JR.
Attorney Named In Mortgage
115 Lawyers Row
Centreville, Maryland 21617

VS.

YACHTING ASSOCIATES

IN THE CIRCUIT COURT

FOR

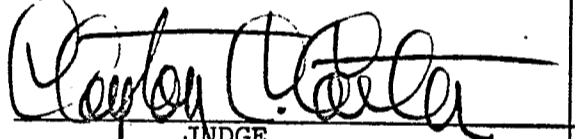
QUEEN ANNE'S COUNTY

IN EQUITY

NO. 6710

FINAL ORDER OF RATIFICATION OF SALE

Upon the foregoing Report of Sale and Affidavit, it is ORDERED this 10th day of October, 1980, 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 5th day of September, 1980, 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

CLEARING COURT
1980 OCT 10 PM 2:35
QUEEN ANNE'S COUNTY

VACHEL A. DOWNES, Jr.,
Attorney named in mortgage

vs.

YACHTING ASSOCIATES

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

IN EQUITY

No. 6710

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

1. That this Account is stated at the request of Vachel A. Downes, Jr., Attorney named in mortgage, wherein it appears that the proceeds of sale are insufficient to pay the mortgage debt and expenses of sale. The deficiency appears to be in the sum of \$33,940.11.

2. That in the within account, Vachel A. Downes, Jr., Attorney and vendor, is charged with the proceeds of sale, and he is allowed thereafter his fee for his services and his commissions for making said sale, per terms of mortgage, the amounts for the court costs, the bond premium, the advertising costs, the notary public fees, registered mail fees, and the fee of the Auctioneer for crying said sale, the the fee and expenses of your Auditor, and the balance was credited toward the principal and interest indebtedness.

Respectfully submitted,

November 12, 1980

J. Thomas Clark
J. Thomas Clark, Auditor

F I L E D

NOV 12 1980

CIRCUIT COURT
QUEEN ANNE'S CO.

CAUSE NO. 6710

The sale of land reported in this cause by Vachel A. Downes, Jr., Attorney named in Mortgage, and vendor of said land

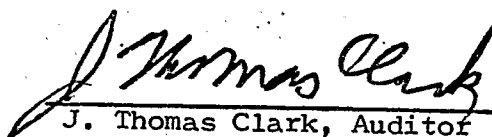
Dr.

1980
Sept. 5 By proceeds of sale of land, per report of said vendor-----\$60,000.00

Cr.

To Vachel A. Downes, Jr., Attorney, his fee for his services, per terms of mortgage, the sum of	871.30
To Vachel A. Downes, Jr., Attorney, his commissions for making said sale, per terms of mortgage, the sum of	4,150.00
To do., for an amount paid Marguerite W. Mankin, Clerk, for advanced court costs, the sum of	50.00
To do., for amounts due Marguerite W. Mankin, Clerk, for 1-Appearance fee-----\$ 10.00 2-Clerk's additional----- <u>109.00</u>	119.00
To do., for an amount paid W. M. Freestate & Son, Inc., for the bond premium in this cause, the sum of	20.00
To do., for amounts paid Queen Anne's Record-Observer, for the advertising costs of sale and the Order Nisi on Sale in this cause, the sum of	350.55
To do., for amounts paid Judith C. Conley, for Notary Public fees in this cause, the sum of	3.00
To do., for amounts paid for U. S. Mail, registered notices, the sum of	6.90
To do., for an amount due Joseph A. Jackson, Jr., Auctioneer, for crying said sale	150.00
To J. Thomas Clark, Auditor, for 1-Stating this account-----\$ 45.00 2-Expenses----- <u>15.00</u>	60.00

November 12, 1980


J. Thomas Clark, Auditor

To Kent Island Limited Partnership,
for partial payment on principal
and interest, in the sum of \$86,695.60,
plus interest to 60 days after sale
11/4/80, being \$1,463.76, the balance
or the sum of

<u>\$54,219.25</u>	
\$60,000.00	<u>\$60,000.00</u>

November 12, 1980


J. Thomas Clark, Auditor

VACHEL A. DOWNES, JR.,
Attorney named in mortgage

IN THE CIRCUIT COURT FOR

vs.

QUEEN ANNE'S COUNTY

YACHTING ASSOCIATES

IN EQUITY

No. 6710

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT;

The undersigned Court Auditor hereby certifies that on November 12, 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:

Vachel A. Downes, Jr., Esquire
115 Lawyers Row
Centreville, MD 21617

Kent Island Limited Partnership
Stevensville, MD 21666

Yachting Associates
Box 3315
Annapolis, MD 21403

Peter J. Carroll
P. O. Box 3315
Annapolis, MD 21403

Mid-Atlantic Realty, Inc.
c/o Peter J. Carroll
P. O. Box 3315
Annapolis, MD 21403

Pursuant to Rule 595 g, Maryland Rules of Procedure, notify each of them that said account was filed on November 12, 1980, with the Clerk of the Circuit Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before November 28, 1980, and if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on December 1, 1980.


J. Thomas Clark, Auditor

November 12, 1980

FILED

NOV 12 1980

CIRCUIT COURT
QUEEN ANNE'S CO.

VACHEL A. DOWNES, JR.,
Attorney named in mortgage

vs.

YACHTING ASSOCIATES

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY

IN EQUITY

No. 6710

NISI RATIFICATION OF AUDIT

ORDERED this 12th day of November, 1980,
that the report and account filed in these proceedings by
J. Thomas Clark, Auditor, be ratified on or after the
1st day of December, 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 November 12, 1980

VACHEL A. DOWNES, JR.,
Attorney named in mortgage

vs.

YACHTING ASSOCIATES

* IN THE CIRCUIT COURT
* FOR QUEEN ANNE'S COUNTY
* IN EQUITY
* No. 6710

FINAL RATIFICATION OF AUDIT

ORDERED this 5th day of December, 1980,

by the Court that the account of the Auditor is finally ratified and confirmed, and Vachel A. Downes, Jr., Attorney, ~~Assignee, Process,~~ is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Marguerite St. Mark Clerk

Filed December 5, 1980

EDWARD TURNER, ESQUIRE &
PATRICK E. THOMPSON, ESQUIRE
109 Lawyers Row
Centreville, Maryland 21617

IN THE CIRCUIT COURT FOR

Attorney's named in mortgage

QUEEN ANNE'S COUNTY

vs.

IN EQUITY

LEOLA SUPPLY COMPANY OF MARYLAND
Box A
Millington, Maryland 21651
SERVE ON RESIDENT AGENT:
Corporation Trust, Inc.
25 S. Charles Street
Baltimore, Maryland 21201

CHANCERY NO. 6708

Mortgagor

JUL 22-80:* 23295 *****5/00
JUL 22-80 A 23205 *****5/00

ORDER TO DOCKET SUIT

Ms. Marguerite W. Mankin, Clerk:

You will please docket suit as per the above titling for foreclosure of the mortgage from the Leola Supply Company of Maryland to Robert B. Wentz, Raymond A. Bures and Barbara S. McElfish, dated January 26, 1979, and recorded among the land records of Queen Anne's County, Maryland, in Liber M. W. M. No. 146, folio 698, in which the undersigned attorney's are 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.

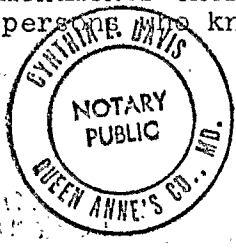
Edward Turner
Edward Turner

1980 JUL 22 PM 3:23
QUEEN ANNE'S COUNTY

Patrick E. Thompson
Patrick E. Thompson
Attorney's named in mortgage
109 Lawyers Row
Centreville, Maryland 21617
Telephone: 758-1795

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

I HEREBY CERTIFY, that on this 22nd day of July, 1980, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Edward Turner and Patrick E. Thompson, Attorney's named in mortgage, and made oath in due form of law that the Leola Supply Company of Maryland, the mortgagor referred to in the foregoing Order to Docket Suit, is not now, nor has it 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 obtained from persons who know the mortgagor.



Cynthia L. Davis
Notary Public
My commission expires July 1, 1982.

This Mortgage, made this 26th day of January, 1979, by and between

LEOLA SUPPLY COMPANY OF MARYLAND, party of the first part, hereinafter referred to as "MORTGAGOR"; and ROBERT B. WENTZ, RAYMOND A. BURES and BARBARA S. McELFISH, Trustees under a Trust Agreement dated June 7, 1978, parties of the second part; hereinafter referred to as "MORTGAGEES";

WHEREAS, Thor S. Johnson and Joseph T. Cashman, Sole Stockholders of the Leola Supply Company of Maryland, are justly indebted to the Mortgagees for loans contemporaneous herewith, evidenced by promissory notes of even date herewith, in the total principal amount of NINE HUNDRED TWENTY THREE THOUSAND DOLLARS (\$923,000.00), payable with interest thereon from the date hereof at the rate of EIGHT PER CENTUM (8%) per annum on the unpaid balance until paid, at the designated office of the holder, in the manner following:

For a period of one year, interest only shall be payable monthly (in the amount of \$6,153.00 per month) commencing on the date which is one month from the date of this note and continuing on the same day of each month thereafter until the date which is one year from the date of this note. Commencing on the date which is one year and one month after the date of this note, and continuing on the same day of each month thereafter until the date which is seven years from the date of this note, principal and interest shall be paid in equal monthly installments of \$8,000.00. On the date which is seven years from the date of this note, the entire principal balance, plus any accrued interest, shall be paid in full. Interest shall at all times accrue on the unpaid principal balance, and all payments shall be applied first, to accrued interest and the balance, if any, to the unpaid principal.

AND WHEREAS, the Board of Directors have determined by unanimous resolution that the execution of this mortgage to better secure the repayment of said loans reasonably may be expected to benefit the corporation;

AND WHEREAS, the better to secure the repayment of said loans, with interest, this mortgage is executed and delivered, and the corporation has also executed a Guaranty Agreement under which it has guaranteed repayment of said loans, with interest.

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 Mortgagees, in fee simple, the following described real estate, to wit:

ALL that tract or part of a tract or parcel of land called or known as "The Barnes Farm" or "The Fordee Farm", situate, lying and being on the South side of Maryland Route No. 313 leading from Sudlersville to Millington, in the Seventh Election District of Queen Anne's County, in the State of Maryland, which is described by the following metes and bounds, courses and distances, to wit: BEGINNING at a point in the centerline of the aforesaid public road, Maryland Route No. 313, and in the East line of land of Ethel P. Scofield, said point being North forty-one (41) degrees and sixteen (16) minutes East of, and thirty-eight and ninety-six hundredths (38.96) feet from a concrete monument; thence running by and with the centerline of said public road and being the South line of land of the United Logging and Piling Company, formerly a part of the land herein described, North eighty-eight (88) degrees and thirty-two (32) minutes East, fifteen hundred ninety-eight and seventy-seven hundredths (1598.77) feet; thence by the same and being a chord of the curve in said road, North eighty (80) degrees and forty (40) minutes East, three hundred seven and four tenths (307.4) feet to a point at the intersection of the centerlines of the said Maryland Route No. 313 and the public road leading therefrom to Highman's Mill; thence by and with the centerline of the said Highman's Mill Road South fifty-one (51) degrees and three (03) minutes East, one hundred seventy-one and thirty-eight hundredths (171.38) feet to a point and being the Northwest corner of land of Elmer E. Glanding, said point being North thirty-three (33) degrees and eleven (11) minutes East of, and twenty-five and sixty-seven hundredths (25.67) feet from a concrete monument; thence running by and with the Westerly line of land of the said Elmer E. Glanding and land of Earl L. Glanding, through and over the aforesaid concrete monument South thirty three (33) degrees and eleven (11) minutes West, thirty-six hundred ninety-six and sixty-five hundredths (3696.65) feet to a point in the high water line of Unicorn Mill Pond, said point being South thirty-three (33) degrees and eleven (11) minutes West of, and fifteen (15.00) feet from a concrete monument; thence running by and with the high water line of said Mill Pond the following fourteen courses and distances: (1) North seventeen (17) degrees and thirty-six (36) minutes West, one hundred ninety-three and nine hundredths (193.09) feet; (2) North forty-three (43) degrees and nineteen (19) minutes West, two hundred forty-six and thirty-six hundredths (246.36) feet; (3) North one (01) degree and sixteen (16) minutes East, ninety-six and

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CLERK OF COURT

1979 FEB 14 PM 2:14

QUEEN ANNE'S COUNTY

LIBER 1512 PAGE 663

fifty-eight hundredths (96.58) feet; (4) North fifteen (15) degrees and twenty (20) minutes West, one hundred eighty-three and forty-eight hundredths (183.48) feet; (5) North eighty-five (85) degrees five (05) minutes West, one hundred fifty-five and twenty-two hundredths (155.22) feet; (6) North thirty-eight (38) degrees and ten (10) minutes West, one hundred fifty-six and ninety-two hundredths (156.92) feet; (7) North fifteen (15) degrees and thirty-nine (39) minutes East, seventy-two and eighty-two hundredths (72.82) feet; (8) North thirty-nine (39) degrees and twenty-six (26) minutes West, one hundred nine and twenty-two hundredths (109.22) feet; (9) North two (02) degrees and thirty-five (35) minutes West, eighty (80.0) feet; (10) North fifty-two (52) degrees and one (01) minute East, ninety and eighty-two hundredths (90.82) feet; (11) North twenty-one (21) degrees and six (06) minutes West, ninety-four and sixty-two hundredths (94.62) feet; (12) North two (02) degrees and nine (09) minutes East, three hundred six and seven tenths (306.7) feet; (13) North fifteen (15) degrees and forty-six (46) minutes West, sixty-seven and ninety-eight hundredths (67.98) feet; (14) North thirty-eight (38) degrees and twenty-three (23) minutes West, two hundred seventeen and thirty-seven hundredths (217.37) feet to a State of Maryland concrete monument at the Northeast corner of the breast of said Unicorn Mill Pond which was conveyed unto the State of Maryland to the Use of the Game and Inland Fish Commission by James Francis Panunto, by deed dated September 6, 1961, and recorded in Liber T. S. P. No. 62, folio 492, etc.; thence running by and with land of the said State of Maryland, formerly of James Francis Panunto, the following four courses and distances: (1) North eighteen (18) degrees and twenty-one (21) minutes West, two hundred four and forty-four hundredths (204.44) feet to an iron pipe; (2) North thirty-three (33) degrees and fifty-eight (58) minutes West, one hundred forty-four and ninety-seven hundredths (144.97) feet to an iron pipe; (3) North twenty-two (22) degrees and twenty-one (21) minutes West, one hundred twenty-six and three hundredths (126.03) feet to a State of Maryland concrete monument; (4) by and with land of the said State of Maryland and land of Ethel P. Scofield North forty-one (41) degrees and sixteen (16) minutes East, thirteen hundred eleven and twenty-four hundredths (1311.24) feet to a point in the centerline of said Maryland Route No. 313, the place of beginning; CONTAINING one hundred seven and fifteen thousandths (107.015) Acres, more or less.

SUBJECT, NEVERTHELESS, to the following conveyances therefrom and thereout made by Carl F. Dynes et ux, that is to say:

(1) Right of Way to The Eastern Shore Public Service Company of Maryland dated April 6, 1948, and recorded among the Land Records for Queen Anne's County aforesaid in Liber A. S. G. No. 19, folio 466, etc.;

(2) Grant to County Commissioners of Queen Anne's County dated March 26, 1949, and recorded among the Land Records for Queen Anne's County aforesaid in Liber N. B. W., No. 3, folio 209, etc.; and

(3) Right of Way to The Eastern Shore Public Service Company of Maryland dated September 14, 1959, and recorded among the Land Records for Queen Anne's County aforesaid in Liber T. S. P. No. 50, folio 541, etc.

FEB 14-79 * 25118 *****16:00

FEB 14-79 A 25118 *****16:00

BEING the same tract or part of a tract of land which was granted and conveyed unto Leola Supply Company of Maryland, the Mortgagor herein, by The Philadelphia National Bank, by deed of conveyance bearing date January 5, 1968, and recorded in Liber C. W. C. No. 32, folio 545, a Land Record Book for Queen Anne's County, State of Maryland.

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, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall at the option of the Mortgagees immediately become due and owing as herein provided.

Excepted from this conveyance is a certain tract of land granted and conveyed unto the State of Maryland by Leola Supply Company of Maryland by deed of conveyance bearing date of October 19, 1976, and recorded among the land records for Queen Anne's County aforesaid in Liber C.W.C. No. 117, page 393, etc.

The parties acknowledge that there exists, between Mortgagees and Joseph T. Cashman and Thor S. Johnson, an Agreement to Subordinate Mortgage dated the date of this mortgage, and it is agreed that Mortgagees shall not be entitled to accelerate the indebtedness solely as a result of an encumbrance created by Mortgagor with respect to which Mortgagees execute a Subordinate Agreement under the terms of the Agreement to Subordinate Mortgage.

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 notes 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. After default of the primary obligor to cause to be repaid or

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 reasonably approved 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, 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

and Mortgagor as their interests may appear

EDWARD TURNER and PATRICK E. THOMPSON, or either of them,

its duly constituted attorney for the purpose, are hereby authorized to sell said premises after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper published in the County where the mortgaged property or some portion thereof is located, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, and to apply the proceeds of sale as follows, to wit:

first, to the payment of all expenses incident to such sale, including a counsel fee of \$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 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.

Additional provisions of this mortgage are specified on the reverse side hereof. 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 Mortgagor)

Edward Turner

LEOLA SUPPLY COMPANY OF MARYLAND

BY *[Signature]* (SEAL)
Its President

[Signature] (SEAL)
[Signature] (SEAL)

STATE OF MARYLAND
COUNTY OF

On this the 26th day of January, 1929, before me, Veronica L. Davis, a Notary Public, the undersigned officer, personally appeared Joseph T. Cashman, President of Leola Supply Co. of Maryland, 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 ROBERT B. WENTZ, RAYMOND A. BURES and BARBARA S. MCELISH, 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 Joseph T. Cashman, President of Leola Supply Company of Maryland, duly acknowledged this instrument to be the act and deed of said Leola Supply Company of Maryland.

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

I HEREBY 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.

Veronica L. Davis
Notary Public



My commission expires: August 2, 1930

Before the exercise of remedies by Mortgagees involving foreclosure action on this mortgage or acceleration of the indebtedness, based upon an event of default other than an event of default relating to bankruptcy, insolvency, suspension of business or business failure or maintenance of insurance policies, Mortgagees shall give Mortgagor twenty (20) days advance written notice of the default, and Mortgagor shall have twenty (20) days from the date of mailing of such notice within which to cure the default; however, this twenty (20) day period for curing of defaults is not intended to be cumulative with any grace period provided in other documents or agreements referred to herein and, in the event of any default of any nature, whether or not such default is based in part on another agreement or document, Mortgagor shall be entitled to no more than twenty (20) days advance written notice.

The indebtedness may be prepaid in whole or in part on or after January 1, 1980.

(Handwritten mark)

EDWARD TURNER, ESQUIRE &
PATRICK E. THOMPSON, ESQUIRE
109 Lawyers Row
Centreville, Maryland 21617

Attorney's named in Mortgage

vs.

LEOLA SUPPLY COMPANY OF MARYLAND
Box A
Millington, Maryland 21651
SERVE ON RESIDENT AGENT:
Corporation Trust, Inc.
25 S. Charles Street
Baltimore, Maryland 21201

Mortgagor

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY NO. 6708

STATEMENT OF MORTGAGE INDEBTEDNESS

Balance due on principal of note dated
January 26, 1979, in the gross amount of
\$923,000.00, by the Mortgagor to
Robert B. Wentz, Raymond A. Bures and
Barbara S. McElfish

\$919,294.36

With earned interest from March 27, 1980
through July 22, 1980

23,774.64

TOTAL - - - - \$943,069.00

Per diem interest rate: \$201.48

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

This is to certify that on this 22nd day of July,
1980, before me, the subscriber, a Notary Public of the State
and County aforesaid, personally appeared Edward Turner and
Patrick E. Thompson, Attorney's named in mortgage, and made
oath in due form of law that the foregoing statement of
mortgage indebtedness due by the Leola Supply Company of Maryland,
under the above described mortgage note is true to the best
of their knowledge and belief, and there is no credit due thereon
except as shown.



Cynthia L. Davis

Notary Public

My commission expires July 1, 1982.

CLERK

1980 JUL 22 PM 3:24

QUEEN ANNE'S COUNTY

LIBER

12 PAGE 667

Equity 6708

BOND

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

KNOW ALL MEN BY THESE PRESENTS: that we Edward Turner and Patrick E. Thompson, of Queen Anne's County, State of Maryland, as Principals, and 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 TEN THOUSAND DOLLARS (\$10,000.00) current money of the United States of America, to be paid unto the State of Maryland, or its certain attorney, to which payment will and truly to be made and done, we bond ourselves and each of our heirs, executors, and administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated the 5th day of August, 1980.

WHEREAS, by a certain mortgage from Leola Supply Company of Maryland to Robert B. Wentz, Raymond A. Bures and Barbara S. McElfish, dated January 26, 1979, recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 146 folio 698, the Mortgagor became indebted unto the Mortgagee; and

WHEREAS, Edward Turner and Patrick E. Thompson are the attorneys named in said mortgage for purposes of collection by foreclosure or otherwise.

WHEREAS, the above bounden, Edward Turner and Patrick E. Thompson, Attorneys Named In Mortgage, are 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 nonpayment 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, Edward Turner and Patrick E. Thompson, Attorneys Named In Mortgage, do and shall faithfully abide by and fulfill any Order of 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

Cynthia L. Davis Edward Turner (SEAL)
Attorney Named In Mortgage

Cynthia L. Davis Patrick E. Thompson (SEAL)
Attorney Named In Mortgage

ATTEST:

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

Fidelity And Deposit Company Of Maryland

William Freestate

William Freestate

SOLEMNLY APPROVED AND BOND FILED ON

Aug 5, 1980
LIBER 3 AUG 15

Word



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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from
Liber M.W.M. No 3, folio 15, a Bond Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe
my name and affix the Seal of the Circuit
Court for Queen Anne's County, this 5th
day of August, 1980.

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

LIBER

12 AUG 1980

EDWARD TURNER, ESQUIRE &
PATRICK E. THOMPSON, ESQUIRE
109 Lawyers Row
Centreville, Maryland 21617

Attorneys named in Mortgage

VS.

LEOLA SUPPLY COMPANY OF
MARYLAND
Box A
Millington, Maryland 21651
SERVE ON RESIDENT AGENT:
Corporation Trust, Inc.
25 S. Charles Street
Baltimore, Maryland 21201

Mortgagor

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

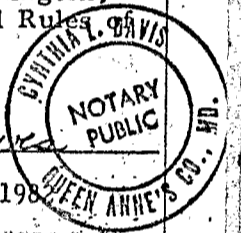
IN EQUITY

CHANCERY NO. 6708

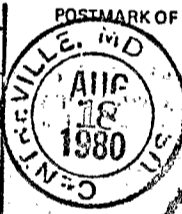
AFFIDAVIT

I HEREBY CERTIFY, that on this 27th day of August, 1980, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Edward Turner and Patrick E. Thompson, 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 Leola Supply Company of Maryland at its last known address, Box A, Millington, Maryland 21651, as prescribed by Rule W74 (2) (c) of the Maryland Rules Procedure, per registered mail notice and receipt attached hereto.

Cynthia L. Davis
Notary Public
My commission expires July 1, 1981



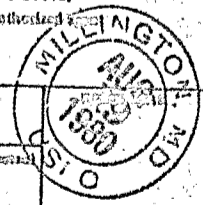
REGISTERED NO.	553
Value	\$ 100.00
Special Delivery	\$
Reg. Fee	\$ 3.00
Return Receipt	\$ 1.45
Handling Charge	\$
Restricted Delivery	\$
Postage	\$ 1.15
AIRMAIL	<input type="checkbox"/>
POSTMASTER (By)	RRR
FROM	Turner & Thompson 109 Lawyers Row Centreville, Md 21617
TO	Leola Supply Co. of Md Box A Millington, Md 21651



SENDER: Complete items 1, 3, and 3. Add your address in the "RETURN TO" space on reverse.		
1. The following services is requested (check one.) <input type="checkbox"/> Show to whom and date delivered. <input type="checkbox"/> Show to whom, date and address of delivery. <input type="checkbox"/> RESTRICTED DELIVERY Show to whom and date delivered. <input type="checkbox"/> RESTRICTED DELIVERY. Show to whom, date, and address of delivery.		
(CONSULT POSTMASTER FOR FEES)		
2. ARTICLE ADDRESSED TO: <u>Leola Supply Co. of Md.</u>		
3. ARTICLE DESCRIPTION:	REGISTERED NO.	CERTIFIED NO.
	<u>553</u>	
(Always obtain signature of addressee or agent)		
I have received the article described above. SIGNATURE <input type="checkbox"/> Addressee <input type="checkbox"/> Authorized Agent		
4. DATE OF DELIVERY <u>8-19-80</u>		
5. ADDRESS (Complete only if requested)		
6. UNABLE TO DELIVER BECAUSE:		CLERK'S INITIALS <u>Red</u>

TURNER & THOMPSON
ATTORNEYS AT LAW
109 LAWYERS ROW
CENTREVILLE, MARYLAND
21617

REC'D
CLERK'S OFFICE
080 AUG 27 PM 3:25
QUEEN ANNE'S COUNTY



PS Form 3806 Jan. 1977

EDWARD TURNER, ESQUIRE &
 PATRICK E. THOMPSON, ESQUIRE
 109 Lawyers Row
 Centreville, Maryland 21617

Attorneys named in Mortgage
 VS.

LEOLA SUPPLY COMPANY OF
 MARYLAND
 Box A
 Millington, Maryland 21651
 SERVE ON RESIDENT AGENT:
 Corporation Trust, Inc.
 25 S. Charles Street
 Baltimore, Maryland 21201

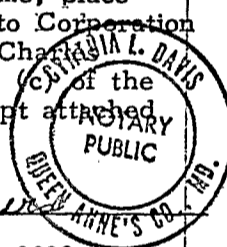
Mortgagor

IN THE CIRCUIT COURT FOR
 QUEEN ANNE'S COUNTY
 IN EQUITY
 CHANCERY NO. 6708

AFFIDAVIT

I HEREBY CERTIFY, that on this 27th day of August, 1980, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Edward Turner and Patrick E. Thompson, 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 Corporation Trust, Inc., Resident Agent, at its last known address of 25 S. Charles Street, Baltimore, Maryland 21201, as prescribed by Rule W74 (2) (c) of the Maryland Rules of Procedure, per registered mail notice and receipt attached hereto.

Cynthia L. Davis
 Notary Public



My commission expires July 1, 1982

REGISTERED NO. 554

Value \$100.00	Special Delivery \$
Reg. Fee \$3.00	Return Receipt \$1.45
Handling Charge \$	Restricted Delivery \$
Postage \$1.15	<input type="checkbox"/> AIRMAIL

POSTMASTER (BY) RRR

FROM Turner & Thompson
109 Lawyers Row
Centreville, Md 21617

TO Corp. Trust, Inc.
25 S. Charles St.
Balt., Md 21201

POSTMARK OF W.D. VA8
18
1980

PS Form 3805 Jan. 1977

PS Form 3811 Jan. 1978

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:
Corp. Trust, Inc.

3. ARTICLE DESCRIPTION:
 REGISTERED NO. 554 CERTIFIED NO. _____ INSURED NO. _____
 (Always obtain signature of addressee or agent)

I have received the article described above.
 SIGNATURE Addressee Authorized Agent
CT Corporation System
Shoni Black

4. DATE OF DELIVERY
8-19-80

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

RETURN RECEIPT REQUIRED - REGISTERED, INSURED AND CERTIFIED MAIL

PS Form 3811 Jan. 1978

TURNER & THOMPSON
 ATTORNEYS AT LAW
 109 LAWYERS ROW
 CENTREVILLE, MARYLAND
 21617

1980 AUG 27 PM 3:25
 QUEEN ANNE'S COUNTY

1980 12 671

EDWARD TURNER, ESQUIRE &
PATRICK E. THOMPSON, ESQUIRE
109 Lawyers Row
Centreville, Maryland 21617

Attorneys named in Mortgage

VS.

LEOLA SUPPLY COMPANY OF
MARYLAND
Box A
Millington, Maryland 21651
SERVE ON RESIDENT AGENT:
Corporation Trust, Inc.
25 S. Charles Street
Baltimore, Maryland 21201

Mortgagor

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY NO. 6708

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Edward Turner and Patrick E. Thompson, Attorneys named in Mortgage from Leola Supply Company of Maryland to Robert B. Wentz, Raymond A. Bures and Barbara S. McElfish, dated January 26, 1979 and recorded among the land records of Queen Anne's County, State of Maryland, in Liber M. W. M. No. 146, folio 698, in which the undersigned attorneys are designated by name to exercise the power of sale after any default in the terms of said mortgage, respectfully shows:

That default having occurred in the terms thereof by reason of the nonpayment when due of the principal and interest of the note secured by said mortgage, the said Edward Turner and Patrick E. Thompson filed in this Honorable Court their order to docket suit to foreclose said mortgage, accompanied by the said mortgage, their sworn statement as to the mortgage indebtedness and their bond given to the State of Maryland, executed by themselves and the Fidelity and Deposit Company of Maryland, 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 Queen Anne's Record Observer and the Star Democrat, newspapers published or of general circulation in said County at least once each week for three (3) successive weeks, the first such publication being not less than fifteen (15) days prior to sale, and the last such publication being not more than one (1) week prior to sale, and after having sent, not earlier than twenty (20) days and not later than five (5) days before the date of sale, by registered mail to the mortgagors, at their last known address, notice of the time, place and terms of sale, the said Patrick E. Thompson did attend, on the premises at Leola Supply Company of Maryland, Seventh Election District, Queen Anne's County, Maryland at the hour of 12:00 noon, Eastern Time on September 5, 1980, 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 Seventh Election District of Queen Anne's County, State of Maryland, and more particularly described in the above mentioned mortgage, and Advertisement of Sale unto Robert B. Wentz, Raymond A. Bures and Barbara S. McElfish, Trustees under a Trust Agreement dated June 7, 1978, they being then and there the highest bidder therefore, at and for the sum of Fifty Thousand Dollars (\$50,000.00).

TURNER & THOMPSON
ATTORNEYS AT LAW
109 LAWYERS ROW
CENTREVILLE, MARYLAND
21617

CLERK

1980 SEP -8 AM 9:59

QUEEN ANNE'S COUNTY

The purchaser is the mortgagee and the undersigned is satisfied that the purchaser will make full settlement of the purchase price in accordance with the Advertisement of Sale.

The purchaser's Affidavit, required by the Maryland Rules, Certificate of the Auctioneer, and Certificate of the Advertisement of Sale are attached hereto.

This Report states the amount of sale to be Fifty Thousand Dollars (\$50,000.00).

Respectfully submitted,

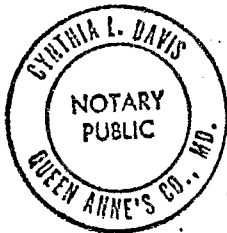
EDWARD TURNER and PATRICK E. THOMPSON, Attorneys named in Mortgage

By Patrick E. Thompson
Patrick E. Thompson

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

I HEREBY CERTIFY, that on this 5th day of September, 1980, before me, the subscriber, personally appeared Patrick E. Thompson, one of the Attorneys named in Mortgage in the aforementioned proceedings, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge, 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 July 22, 1980, 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.



Cynthia L. Davis
Notary Public
My commission expires July 1, 1982.

TURNER & THOMPSON
ATTORNEYS AT LAW
100 LAWYERS ROW
CENTREVILLE, MARYLAND
21017

EDWARD TURNER, ESQUIRE &
PATRICK E. THOMPSON, ESQUIRE
109 Lawyers Row
Centreville, Maryland 21617

Attorneys named in Mortgage
VS.

LEOLA SUPPLY COMPANY OF
MARYLAND
Box A
Millington, Maryland 21651
SERVE ON RESIDENT AGENT:
Corporation Trust, Inc.
25 S. Charles Street
Baltimore, Maryland 21201

Mortgagor

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
CHANCERY NO. 6708

AFFIDAVIT OF PURCHASER

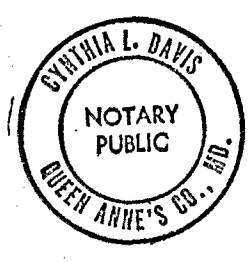
STATE OF MARYLAND)
QUEEN ANNE'S COUNTY)
to wit:

I HEREBY CERTIFY, that on this 5th day of September, 1980, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Robert B. Wentz

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 Robert B. Wentz, Raymond A. Bures and Barbara S. McElfish, Trustees under a Trust Agreement dated June 7, 1978

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.



Cynthia L. Davis
Notary Public
My commission expires July 1, 1982.

TURNER & THOMPSON
ATTORNEYS AT LAW
109 LAWYERS ROW
CENTREVILLE, MARYLAND
21617

CLERK
1980 SEP -8 AM 9:59
QUEEN ANNE'S COUNTY

CLERK

Centreville, Md. 9-5P -19 800: 59

QUEEN ANNE'S COUNTY

The Hareby Certify

That the annexed advertisement of

ATTORNEY'S SALE
star Democrat
was published in the 38338888
circulated
OBSERVER a newspaper

in Queen Anne's County, Maryland, once
in each of 3 successive weeks before
the 5 day of Septem 19 80.

And that the first insertion of said ad-
vertisement in the said xREGORR
Democrat
was on the 21 day of

August 19 80, and the last
insertion on the 4 day of

September 19 80

Per *W. H. Hareby*

Attorney's Sale

Various Commercial Property

Friday, September 5, 1980

Known as Leola Supply Company of Maryland, South of Millington, Route 313, Southwest of Millington, containing 100.21 Acres of land more or less, plus improvements which include saw mill, house, shop and palled building.

By virtue of the power of sale contained in a certain money mortgage from Leola Supply Company of Maryland to Robert E. Szantz, Raymond A. Eures and Barbara S. McElfish, Trustees under a Trust Agreement dated June 7, 1978, and recorded February 14, 1979 among the mortgage records for Queen Anne's County, Maryland in Liber M.W.M. No. 146, folio 63; default having occurred hereunder and said mortgage having authorized Edward Turner and Patrick E. Thompson, attorneys to proceed after said default for the purpose of foreclosure and collection, the undersigned will offer for sale, at public auction, to the highest bidder, thereafter, at the premises of Leola Supply Company of Maryland, of Millington, Maryland on September 5, 1980.

Commencing at twelve o'clock noon, the following real estate:
ALL that tract or part of a tract or parcel of land called or known as "The Barnes Farm" or "The Fordee Farm," situated, lying and being on the South side of Maryland Route No. 313 leading from Sadiesville to Millington, in the Seventh Election District of Queen Anne's County, in the State of Maryland, which is described by the following metes and bounds, courses and distances, to wit: BEGINNING at a point in the centerline of the aforesaid public road, Maryland Route No. 313, and in the East line of land of Ethel P. Seefeld, said point being North forty-one (41) degrees and thirty-one (31) minutes East of, and thirty-eight and ninety-six hundredths (38.93) feet from a concrete monument, thence running by and with the centerline of said public road and being the South part of land of the United Logging and Lumber Company, formerly a part of the land herein described, North eighty-two (82) degrees and thirty-two (32) minutes East, fifteen hundred ninety-eight and seventy-seven hundredths (1598.77) feet to a point on the same and being a chord of the curve in said road, North eighty (80) degrees and forty (40) minutes East, thence running by and with the centerline of the said Highway No. 313 and the public road leading therefrom to Highman's Mill, thence by and with the centerline of the said Highway No. 313 and the public road leading therefrom to Highman's Mill, thence by one hundred twenty-one and thirty-eight hundredths (121.38) feet to a point and being the Northwest corner of land of Elmer E. Glandig, said point being North thirty-three (33) degrees and eleven (11) minutes East of, said twenty (20) and sixty-seven hundredths (20.67) feet from a concrete monument, thence running by and with the centerline of said public road and being the East line of land of Earl L. Glandig, through and over the aforesaid concrete monument South thirty-three (33) degrees and eleven (11) minutes West, thirty-six hundred thirty-five hundredths (335.65) feet to a point in the high water line of Unicon Mill Pond, said point being South thirty-three (33) degrees and eleven (11) minutes West of, and fifteen (15.09) feet from a concrete monument; thence running by and with the high water line of said Mill Pond the following fourteen courses and distances: (1) North seventeen (17) degrees and thirty-six (36) minutes West, one hundred ninety-three and nine hundredths (193.09) feet; (2) North forty-three (43) degrees and nineteen (19) minutes West, two hundred forty-six and thirty-six hundredths (245.83) feet; (3) North one (01) degree and sixteen (16) minutes East, ninety-six and fifty-eight hundredths (96.58) feet; (4) North fifteen (15) degrees and twenty (20) minutes West, one hundred eighty-three and forty-eight hundredths (183.48) feet; (5) North eighty-five (85) degrees five (05) minutes West, one hundred fifty-five and twenty-two hundredths (155.22) feet; (6) North thirty-eight (38) degrees and ten (10) minutes West, one hundred eighty-six and ninety-two hundredths (186.92) feet; (7) North fifteen (15) degrees and thirty-nine (39) minutes East, seventy-two and eighty-two hundredths (72.82) feet; (8) North thirty-nine (39) degrees and twenty-six (26) minutes West, one hundred nine and twenty-two hundredths (109.22) feet; (9) North two (02) degrees and thirty-two (32) minutes West, eighty (80.00) feet; (10) North fifty-two (52) degrees and one (01) minute East, ninety and eighty-two (90.82) feet; (11) North twenty-one (21) degrees and six (06) minutes West, ninety-four and sixty-two hundredths (94.62) feet; (12) North two (02) degrees and nine (09) minutes East three hundred six and seven tenths (306.7) feet; (13) North fifteen (15) degrees and forty-six (46) minutes West, sixty-seven and ninety-eight hundredths (67.98) feet; (14) North thirty-seven (37) degrees and twenty-three (23) minutes West, two hundred seven and breast of said Unicon Mill Pond which was conveyed into the State of Maryland to the use of the Game and Inland Fish Commission by James Francis Fauntleroy, by deed dated September 16, 1881, and recorded in Liber T.S.P. No. 62, folio 42, etc.; thence running by and with land of the said State of Maryland, formerly of James Francis Fauntleroy, the following four courses and distances: (1) North eighteen (18) degrees and twenty-one (21) minutes West, two

...feet to an iron pipe; (2) North thirty-three (33) degrees and thirty-five (35) minutes West, one hundred forty-four and ninety-seven hundredths (144.97) feet to an iron pipe; (3) North twenty-two (22) degrees and twenty-one (21) minutes West, one hundred twenty-six and three hundredths (126.03) feet to a State of Maryland concrete monument; (4) by and with land of the State of Maryland and land of Ethel P. Sheffield North forty-one (41) degrees and sixteen (16) minutes East, thirteen hundred eleven and twenty-four hundredths (1311.24) feet to a point in the centerline of said Maryland Route No. 313, the place of beginning, CONTAINING one hundred seven and fifteen thousandths (107.015) Acres, more or less.

SUBJECT, NEVERTHELESS, to the following conveyances therefrom and thereout made by Carl F. Dynes et al., that to-wit:

(1) Easement of Way to The Eastern Shore Public Service Company of Maryland dated April 5, 1918, and recorded among the Land Records for Queen Anne's County aforesaid in Liber A.S.G. No. 19, folio 469, etc;

(2) Grant to County Commissioners of Queen Anne's County dated March 28, 1929, and recorded among the Land Records for Queen Anne's County aforesaid in Liber N.B.W. No. 3, folio 503, etc.; and

(3) Easement of Way to The Eastern Shore Public Service Company of Maryland dated September 14, 1933, and recorded among the Land Records for Queen Anne's County aforesaid in Liber T.S.P. No. 59, folio 541, etc;

Also and except therefrom, a certain tract of land granted and conveyed unto the State of Maryland by Leola Supply Company of Maryland by deed of conveyance bearing date of October 19, 1926, and recorded among the Land Records for Queen Anne's County aforesaid in Liber C.W.C. No. 117, page 683, etc.

BEING the same tract or part of a tract of land which was granted and conveyed unto Leola Supply Company of Maryland, by The Philadelphia National Bank, by deed of conveyance bearing date January 5, 1928, and recorded in Liber C.W.C. No. 32, folio 445, a Land Record Book for Queen Anne's County, State of Maryland.

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

TERMS OF SALE: A cash, certified or cashier's check deposit of Twenty percent (20 percent) of the purchase price which 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 for Queen Anne's County and to bear interest at the rate six percent (6) per annum from date of sale to date of settlement. Purchaser may, at his option, deposit the entire purchase price on the date of sale. The purchaser will be required to complete settlement of the purchase within five (5) days after ratification of the sale by the Court otherwise the property will be resold at the risk and expense of the purchaser.

TAXES AND FIRE INSURANCE premiums shall be prorated as of the date of sale, but all title papers, documentary stamps, recording fees, and notary fees shall be at the expense of the purchaser or purchasers.

Edward Turner and Patrick E. Thompson
Attorneys named in mortgage
109 Lawyers Row
Centreville, Maryland 21617
Telephone: 733-1723

REVISED NOTICE

OF

Attorney's Sale

Valuable Commercial Property

Friday, September 5, 1980

Centreville, Md. 9-5, 1980

WE HEREBY CERTIFY, that the annexed advertisement of "Revised Notice of Attorney's Sale" was published in the Record Observer, a Newspaper published in Queen Anne's County, Maryland, once in each of 3 weeks before the 5th day of September, 1980. And that the first insertion of said advertisement in the said Record Observer was on the 13th day of August, 1980, the second insertion on the 27th day of August, 1980, and the last insertion on the 3rd day of September, 1989.

Publishers, Record Observer

Per 

Known as Leola Supply Company of Maryland, South of Maryland, Route 313, Southwest of Millington, containing 163.53 Acres of land more or less, plus improvements which include saw mill, house, shop and pallet building.

By virtue of the power of sale contained in a certain money mortgage from Leola Supply Company of Maryland to Robert B. Wentz, Raymond A. Barnes and Barbara S. McElfish, Trustees under a Trust Agreement dated June 7, 1978, and recorded February 14, 1979 among the mortgage records for Queen Anne's County, Maryland in Liber M.W.M. No. 146, folio 683; default having occurred thereunder and said mortgage having authorized Edward Turner and Patrick E. Thompson, attorneys to proceed after said default for the purpose of foreclosure and collection, the undersigned will offer for sale, at public auction, to the highest bidder, therefor, at the premises of Leola Supply Company of Maryland, of Millington, Maryland on September 5, 1980.

Commencing at twelve o'clock noon, the following real estate:

ALL that tract or part of a tract or parcel of land called or known as "The Barnes Farm" or "The Fordee Farm," situate, lying and being on the South side of Maryland Route No. 313 leading from Sudlersville to Millington, in the Seventh Election District of Queen Anne's County, in the State of Maryland, which is described by the following metes and bounds, courses and distances, to wit: BEGINNING at a point in the centerline of the aforesaid public road, Maryland Route No. 313, and in the East line of land of Ethel P. Scofield, said point being North forty-one (41) degrees and sixteen (16) minutes East of, and thirty-eight and ninety-six hundredths (38.96) feet from a concrete monument; thence running by and with the centerline of said public road and being the South line of land of the United Logging and Piling Company, formerly a part of the land herein described, North eighty-eight (88) degrees and thirty-two (32) minutes East, fifteen hundred ninety-eight and seventy-seven hundredths (1593.77) feet; thence by the same and being a chord of the curve in said road, North eighty (80) degrees and forty (40) minutes East, three hundred seven and four tenths (307.4) feet to a point at the intersection of the centerlines of the said Maryland Route No. 313 and the public road leading therefrom to Highman's Mill; thence by one hundred seventy-one and thirty-eight hundredths (171.39) feet to a point and being the North-east corner of land of Elmer E. Glanding, said point being North thirty-three (33) degrees and eleven (11) minutes East of, and twenty-five and sixty-seven hundredths (25.67) feet from a concrete monument; thence running by and with the Westerly line of land of the said Elmer E. Glanding and land of Earl L. Glanding, through and over the aforesaid concrete monument South thirty-three (33) degrees and eleven (11) minutes West, thirty-six hundred ninety-six and sixty-five hundredths (3586.65) feet to a point in the high water line of Unicorn Mill Pond, said point being South thirty-three (33) degrees and eleven (11) minutes West of, and fifteen (15.00) feet from a concrete monument; thence running by and with the high water line of said Mill Pond the following fourteen courses and distances: (1) North seventeen (17) degrees and thirty-six (36) minutes West, one hundred ninety-three and nine hundredths (193.09) feet; (2) North forty-three (43) degrees and nineteen (19) minutes West, two hundred forty-six and thirty-six hundredths (246.36) feet; (3) North one (01) degree and sixteen (16) minutes East, ninety-six and fifty-eight hundredths (96.58) feet; (4) North fifteen (15) degrees and twenty (20) minutes West, one hundred eighty-three and forty-eight hundredths (183.48) feet; (5) North eighty-five (85) degrees five (05) minutes West, one hundred fifty-five and twenty (155.20) hundredths (155.20) feet; (6) North thirty-eight (38) degrees and ten (10) minutes West, one hundred fifty-six and one (156.92) hundredths (156.92) feet; (7) North fifteen (15) degrees and thirty-nine (39) minutes East, seventy-two and eighty-two hundredths (72.82) feet; (8) North thirty nine (39) degrees and twenty-six

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CLERK OF THE COURT
QUEEN ANNE'S COUNTY

(20) minutes West, one hundred nine and twenty-two hundredths (109.22) feet; (9) North two (02) degrees and thirty-five (35) minutes West, eighty (80.0) feet; (10) North fifty-two (52) degrees and one (01) minute East, ninety and eighty-two (90.82) feet; (11) North twenty-one (21) degrees and six (06) minutes West, ninety-four and sixty-two hundredths (94.62) feet; (12) North two (02) degrees and nine (09) minutes East three hundred six and seven tenths (306.7) feet; (13) North fifteen (15) degrees and forty-six (46) minutes West, sixty-seven and ninety-eight hundredths (67.98) feet; (14) North thirty-eight (38) degrees and twenty-three (23) minutes West, two hundred seven and thirty-seven hundredths (217.37) feet to a State of Maryland concrete monument at the Northeast corner of the breast of said Unicorn Mill Pond which was conveyed unto the State of Maryland to the Use of the Game and Inland Fish Commission by James Francis Panunio, by deed dated September 6, 1951, and recorded in Liber T.S.P. No. 62, folio 492, etc.; thence running by and with land of the said State of Maryland, formerly of James Francis Panunio, the following four courses and distances: (1) North eighteen (18) degrees and twenty-one (21) minutes West, two hundred four and forty-four hundredths (204.44) feet to an iron pipe; (2) North thirty-three (33) degrees and fifty-eight (58) minutes West, one hundred forty-four and ninety-seven hundredths (144.97) feet to an iron pipe; (3) North twenty-two (22) degrees and twenty-one (21) minutes West, one hundred twenty-six and three hundredths (126.03) feet to a State of Maryland concrete monument; (4) by and with land of the State of Maryland and land of Ethel P. Scofield North forty-one (41) degrees and sixteen (16) minutes East, thirteen hundred eleven and twenty-four hundredths (1311.24) feet to a point in the centerline of said Maryland Route No. 313, the place of beginning; CONTAINING one hundred seven and fifteen thousandths (107.015) Acres, more or less.

SUBJECT, NEVERTHELESS, to the following conveyances herefrom and thereout made by Carl F. Dynes et ux, that is to say:

(1) Right of Way to The Eastern Shore Public Service Company of Maryland dated April 6, 1948, and recorded among the Land Records for Queen Anne's County aforesaid in Liber A.S.G. No. 19, folio 466, etc;

(2) Grant to County Commissioners of Queen Anne's County dated March 26, 1949, and recorded among the Land Records for Queen Anne's County aforesaid in Liber N.B.W. No. 3, folio 209, etc.; and

(3) Right of Way to The Eastern Shore Public Service Company of Maryland dated September 14, 1959, and recorded among the Land Records for Queen Anne's County aforesaid in Liber T.S.P. No. 59, folio 541, etc.

Save and Except herefrom, a certain tract of land granted and conveyed unto the State of Maryland by Leola Supply Company of Maryland by deed of conveyance bearing date of October 19, 1976, and recorded among the land records for Queen Anne's County aforesaid in Liber C.W.C. No. 117, pages 393, etc.

BEING the same tract or part of a tract of land which was granted and conveyed unto Leola Supply Company of Maryland, by The Philadelphia National Bank, by deed of conveyance bearing date January 5, 1968, and recorded in Liber C.W.C. No. 32, folio 545, a Land Record Book for Queen Anne's County, State of Maryland.

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

TERMS OF SALE: A cash, certified or cashier's check deposit of Twenty percent (20 percent) of the purchase price which 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 for Queen Anne's County and to bear interest at the rate six percent (6) per annum from date of sale to date of settlement. Purchaser may, at his option, deposit the entire purchase price on the date of sale. The purchaser will be required to complete settlement of the purchase within five (5) days after ratification of the sale by the Court otherwise the property will be resold at the risk and expense of the purchaser.

TAXES AND FIRE INSURANCE premiums shall be prorated as of the date of sale, but all title papers, documentary stamps, recording fees, and notary fees shall be at the expense of the purchaser or purchasers.

Edward Turner and Patrick E. Thompson
Attorneys named in mortgage

109 Lawyers Row
Centreville, Maryland 21617
Telephone: 336-5755

RO8-13-41

EDWARD TURNER, ESQUIRE &
PATRICK E. THOMPSON, ESQUIRE
109 Lawyers Row
Centreville, Maryland 21617

Attorneys named in Mortgage

VS.

LEOLA SUPPLY COMPANY OF
MARYLAND

Box A

Millington, Maryland 21651

SERVE ON RESIDENT AGENT:

Corporation Trust, Inc.

25 S. Charles Street

Baltimore, Maryland 21201

Mortgagor

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY NO. 6708

CERTIFICATE OF AUCTIONEER

I HEREBY CERTIFY, that I did sell at public auction:

ALL that tract or part of a tract or parcel of land called or known as "The Barnes Farm" or "The Fordee Farm", situate, lying and being on the South side of Maryland Route No. 313 leading from Sudlersville to Millington, in the Seventh Election District of Queen Anne's County, in the State of Maryland, which is described by the following metes and bounds, courses and distances, to wit: BEGINNING at a point in the centerline of the aforesaid public road, Maryland Route No. 313, and in the East line of land of Ethel P. Scofield, said point being North forty-one (41) degrees and sixteen (16) minutes East of, and thirty-eight and ninety-six hundredths (38.96) feet from a concrete monument; thence running by and with the centerline of said public road and being the South line of land of the United Logging and Piling Company, formerly a part of the land herein described, North eighty-eight (88) degrees and thirty-two (32) minutes East, fifteen hundred ninety-eight and seventy-seven hundredths (1598.77) feet; thence by the same and being a chord of the curve in said road, North eighty (80) degrees and forty (40) minutes East, three hundred seven and four tenths (307.4) feet to a point at the intersection of the centerlines of the said Maryland Route No. 313 and the public road leading therefrom to Highman's Mill; thence by and with the centerline of the said Highman's Mill Road South fifty-one (51) degrees and three (03) minutes East, one hundred seventy-one and thirty-eight hundredths (171.38) feet to a point and being the Northwest corner of land of Elmer E. Glanding, said point being North thirty-three (33) degrees and eleven (11) minutes East of, and twenty-five and sixty-seven hundredths (25.67) feet from a concrete monument; thence running by and with the Westerly line of land of the said Elmer E. Glanding and land of Earl L. Glanding, through and over the aforesaid concrete monument South thirty-three (33) degrees and eleven (11) minutes West, thirty-six hundred ninety-six and sixty-five hundredths (3696.65) feet

TURNER & THOMPSON
ATTORNEYS AT LAW
109 LAWYERS ROW
CENTREVILLE, MARYLAND
21617

CLEARING COURT
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QUEEN ANNE'S COUNTY

LIBER

12 PAGE 677

to a point in the high water line of Unicorn Mill Pond, said point being South thirty-three (33) degrees and eleven (11) minutes West of, and fifteen (15.00) feet from a concrete monument; thence running by and with the high water line of said Mill Pond the following fourteen courses and distances: (1) North seventeen (17) degrees and thirty-six (36) minutes West, one hundred ninety-three and nine hundredths (193.09) feet; (2) North forty-three (43) degrees and nineteen (19) minutes West, two hundred forty-six and thirty-six hundredths (246.36) feet; (3) North one (01) degree and sixteen (16) minutes East, ninety-six and fifty-eight hundredths (96.58) feet; (4) North fifteen (15) degrees and twenty (20) minutes West, one hundred eighty-three and forty-eight hundredths (183.48) feet; (5) North eighty-five (85) degrees five (05) minutes West, one hundred fifty-five and twenty-two hundredths (155.22) feet; (6) North thirty-eight (38) degrees and ten (10) minutes West, one hundred fifty-six and ninety-two hundredths (156.92) feet; (7) North fifteen (15) degrees and thirty-nine (39) minutes East, seventy-two and eighty-two hundredths (72.82) feet; (8) North thirty-nine (39) degrees and twenty-six (26) minutes West, one hundred nine and twenty-two hundredths (109.22) feet; (9) North two (02) degrees and thirty-five (35) minutes West, eighty (80.0) feet; (10) North fifty-two (52) degrees and one (01) minute East, ninety and eighty-two hundredths (90.82) feet; (11) North twenty-one (21) degrees and six (06) minutes West, ninety-four and sixty-two hundredths (94.62) feet; (12) North two (02) degrees and nine (09) minutes East three hundred six and seven tenths (306.7) feet; (13) North fifteen (15) degrees and forty-six (46) minutes West, sixty-seven and ninety-eight hundredths (67.98) feet; (14) North thirty-eight (38) degrees and twenty-three (23) minutes West, two hundred seventeen and thirty-seven hundredths (217.37) feet to a State of Maryland concrete monument at the Northeast corner of the breast of said Unicorn Mill Pond which was conveyed unto the State of Maryland to the Use of the Game and Inland Fish Commission by James Francis Panunto, by deed dated September 6, 1961, and recorded in Liber T. S. P. No. 62, folio 492, etc.; thence running by and with land of the said State of Maryland, formerly of James Francis Panunto, the following four courses and distances: (1) North eighteen (18) degrees and twenty-one (21) minutes West, two hundred four and forty-four hundredths (204.44) feet to an iron pipe; (2) North thirty-three (33) degrees and fifty-eight (58) minutes West, one hundred forty-four and ninety-seven hundredths (144.97) feet to an iron pipe; (3) North twenty-two (22) degrees and twenty-one (21) minutes West, one hundred twenty-six and three hundredths (126.03) feet to a State of Maryland concrete monument; (4) by and with land of the State of Maryland and land of Ethel P. Scofield North forty-one (41) degrees and sixteen (16) minutes East, thirteen hundred eleven and twenty-four hundredths (1311.24) feet to a point in the centerline of said Maryland Route No. 313, the place of beginning; CONTAINING one hundred seven and fifteen thousandths (107.015) Acres, more or less.

SUBJECT, NEVERTHELESS, to the following conveyances therefrom and thereout made by Carl F. Dynes et ux, that is to say:

(1) Right of Way to The Eastern Shore Public Service Company of Maryland dated April 6, 1948, and recorded among the Land Records for Queen Anne's County aforesaid in Liber A. S. G. No. 19, folio 466, etc;

(2) Grant to County Commissioners of Queen Anne's County dated March 26, 1949, and recorded among the Land Records for Queen Anne's County aforesaid in Liber N. B. W. No. 3, folio 209, etc.; and

(3) Right of Way to The Eastern Shore Public Service Company of Maryland dated September 14, 1959, and recorded among the Land Records for Queen Anne's County aforesaid in Liber T. S. P. No. 50, folio 541, etc.

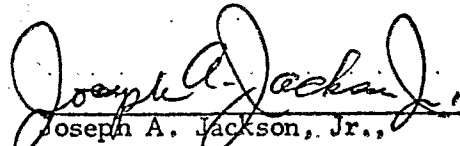
Save and Except therefrom, a certain tract of land granted and conveyed unto the State of Maryland by Leola Supply Company of Maryland by deed of conveyance bearing date of October 19, 1976, and recorded among the land records for Queen Anne's County aforesaid in Liber C. W. C. No. 117, page 393, etc.

BEING the same tract or part of a tract of land which was granted and conveyed unto Leola Supply Company of Maryland, by The Philadelphia National Bank, by deed of conveyance bearing date January 5, 1968, and recorded in Liber C. W. C. No. 32, folio 545, a Land Record Book for Queen Anne's County, State of Maryland.

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

At the premises of Leola Supply Company of Maryland, of Millington, Maryland, on September 5, 1980, beginning at the hour of 12:00 o'clock noon, Eastern time, unto Robert B. Wentz, Raymond A. Bures and Barbara S. McElfish, Trustees under a Trust Agreement dated June 7, 1978.

at and for the sum of FIFTY THOUSAND DOLLARS (\$50,000.00).


Joseph A. Jackson, Jr.,
Auctioneer

ORDER NISI ON SALE

EDWARD TURNER, ESQUIRE &
PATRICK E. THOMPSON, ESQUIRE
Attorneys named in Mortgage
vs.
LEOLA SUPPLY COMPANY OF MARYLAND

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 6708

ORDERED, this 8th day of September, 1980, that
the sale of the real property, made and reported in this cause by
Edward Turner and Patrick E. Thompson, Attorneys, be ratified and confirmed,
on or after the 9th day of October, 1980, unless
cause to the contrary thereof be previously shown; provided a copy of this order be inserted
in some newspaper published in Queen Anne's County, Maryland, once in each of three suc-
cessive weeks before the 2nd day of October, 1980.

The report states the amount of sales to be \$50,000.00.

Marguerite H. Manlin Clerk

Filed September 8, 1980.

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:
ROBERT B. WENTZ, RAYMOND A. BURES
AND BARBARA S. McELFISH, TRUSTEES
VS.
LEOLA SUPPLY COMPANY OF MARYLAND, INC.
P.O. DRAWER A
MILLINGTON, MARYLAND 21651

DOCKET NO. CHANCERY # 6708

TYPE OF PROCEEDING MORTGAGE FORECLOSURE

CLAIM OF THE UNITED STATES
FOR INTERNAL REVENUE TAXES

TAXPAYER'S IDENTIFYING NUMBER
Social Security No. _____
Employer Identification No. 23-1689197

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. LEOLA SUPPLY CO. OF MARYLAND, INC. is justly and truly indebted to the United States in the sum of \$ 43,644.45 with interest thereon as hereinafter stated

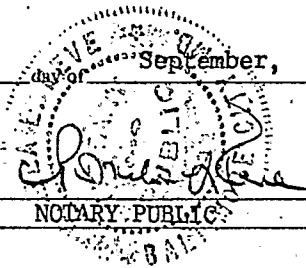
2. The said debt is for taxes due under the internal revenue laws of the United States as follows:

KIND OF TAX	PERIOD	AMOUNT DUE	Date Tax Lien Filed	Assessed
WTFICA (FORM 941)	8003	\$ 41,103.17	07-31-80	06-09-80
Interest to 10/20/80		1,775.25		
Penalty		766.03		

- 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;
- There are no set-offs or counterclaims to said debt;
- 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;
- 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
- 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

30th day of September, 1980



NOTARY PUBLIC

SIGNATURE

INTERNAL REVENUE SERVICE TITLE

CHIEF, SPECIAL PROCEDURES STAFF

ADDRESS

P.O. BOX 1076
BALTIMORE, MARYLAND 21203

FILED
SEP 30 1980

FORM 4490 (10-68)

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

FILED

12 PART 681

Sept. 30

CIRCUIT COURT
QUEEN ANNE'S CO.

Centreville, Md. 10-6 19 80**We Hereby Certify**That the annexed advertisement of
order nisiwas published in the RECORD
OBSERVER, a newspaper published
in Queen Anne's County, Maryland, once
in each of 3 successive weeks before
the 2 day of Oct. 1980.And that the first insertion of said ad-
vertisement in the said RECORD
OBSERVER was on the 17 day of
Sept. 1980, and the last
insertion on the 1 day of
Oct 1980.Publishers, Record Observer
Per Carolyn Dyes*Filed Oct. 6, 1980*

ORDER NISI
ON SALE
EDWARD TURNER, ES-
QUIRE
& PATRICK E. THOMPSON,
ESQUIRE
Attorneys named in Mor-
tgage
vs.
LEOLA SUPPLY COMPANY
OF MARYLAND
In the Circuit
Court
for Queen Anne's
County
In Equity
Cause No. 6703

ORDERED, this 8th day of
September, 1980, that the sale
of the real property, made and
reported in this cause by Ed-
ward Turner and Patrick E.
Thompson, Attorneys, be
ratified and confirmed, on or
after the 9th day of October,
1980, unless cause to the con-
trary thereof be previously
shown; provided a copy of this
order be inserted in some
newspaper published in Queen
Anne's County, Maryland,
once in each of three suc-
cessive weeks before the 2nd
day of October, 1980.

The report states the amount
of the sales to be \$50,000.00.

MARGUERITE W.
MANKIN
Clerk

Filed September 8, 1980.

TRUE COPY, TEST:
MARGUERITE W.
MANKIN
CLERK

BY: Betty M. Comegys
DEPUTY CLERK

RO-9-17-3t-015

EDWARD TURNER, ESQUIRE &
PATRICK E. THOMPSON, ESQUIRE
109 Lawyers Row
Centreville, Maryland 21617

Attorneys named in Mortgage
VS.

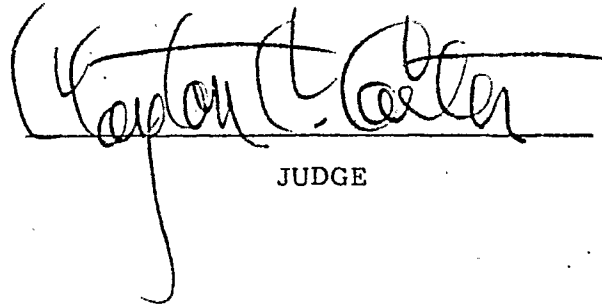
LEOLA SUPPLY COMPANY OF
MARYLAND
Box A
Millington, Maryland 21651
SERVE ON RESIDENT AGENT:
Corporation Trust, Inc.
25 S. Charles Street
Baltimore, Maryland 21201

Mortgagor

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
CHANCERY NO. 6708

FINAL ORDER OF RATIFICATION OF SALE

IT IS ORDERED, this 10th day of October, 1980, by
the Circuit Court for Queen Anne's County, that the sale of the real estate
made and reported in this cause by Edward Turner, Esquire and Patrick E.
Thompson, Esquire, Attorneys 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 Edward Turner, Esquire and Patrick E.
Thompson, Esquire, Attorneys named in Mortgage, are allowed the usual
commissions and such proper expenses, not personal, as they shall produce
vouchers therefor to the Auditor.


JUDGE

TURNER & THOMPSON
ATTORNEYS AT LAW
109 LAWYERS ROW
CENTREVILLE, MARYLAND
21617

1980 12 OCT 1980

EDWARD TURNER, ESQUIRE &
 PATRICK E. THOMPSON, ESQUIRE
 109 Lawyers Row
 Centreville, Maryland 21617

Attorneys named in Mortgage

VS.

LEOLA SUPPLY COMPANY OF
 MARYLAND
 Box A

Millington, Maryland 21651
 SERVE ON RESIDENT AGENT:
 Corporation Trust, Inc.
 25 S. Charles Street
 Baltimore, Maryland 21201

Mortgagor

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY NO. 6708

PETITION FOR SUBSTITUTION OF PURCHASERS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Edward Turner and Patrick E. Thompson, Attorneys named in Mortgage and vendors, and Robert B. Wentz, Raymond A. Bures and Barbara S. McElfish, Trustees, reported purchasers of the real estate sold in these proceedings, unto your Honors, respectfully show:

1. That the Report of Sale heretofore filed in this proceeding reflects that Robert B. Wentz, Raymond A. Bures and Barbara S. McElfish, Trustees, purchased said real estate for the sum of Fifty Thousand Dollars (\$50,000.00).

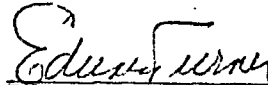
2. That they have formed a new corporation known as "Millington Mills, Inc." which will conduct a business similar to that of Leola Supply Company of Maryland on said property and have conveyed certain assets including their equitable interest in the real estate which is the subject of this proceeding to said corporation.

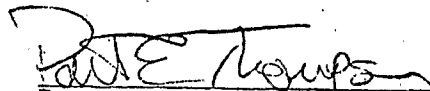
3. That your Petitioners are advised that, in order to save unnecessary conveyancing, they may apply for a substitution of purchasers.

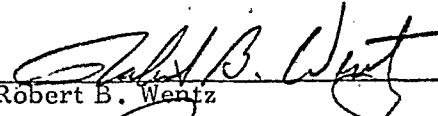
Wherefore, your Petitioners pray your Honors to pass an order substituting Millington Mills, Inc. as purchasers of said real estate in place of Robert B. Wentz, Raymond A. Bures and Barbara S. McElfish.

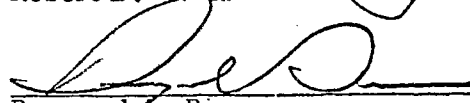
We do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing Petition are true and correct.

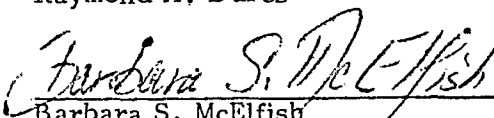
Respectfully submitted,


 Edward Turner


 Patrick E. Thompson
 Attorneys named in Mortgage and Vendors


Robert B. Wentz

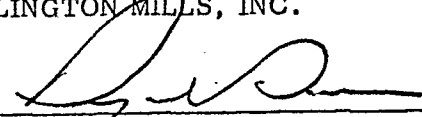

Raymond A. Bures


Barbara S. McElfish
Trustees and Purchasers

CONSENT

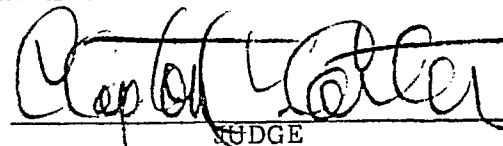
Millington Mills, Inc. consents to the passage of an order as prayed in the foregoing petition.

MILLINGTON MILLS, INC.

By 
President

ORDER OF COURT

ORDERED, this 16th day of October, 1980, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that Millington Mills, Inc. is hereby substituted as purchaser of the real estate sold at foreclosure sale in this cause in the place and stead of Robert B. Wentz, Raymond A. Bures and Barbara S. McElfish.


JUDGE

EDWARD TURNER and
PATRICK E. THOMPSON
Attorneys named in
Mortgage

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

vs.

No. 6708

LEOLA SUPPLY COMPANY OF
MARYLAND

TO THE HONORABLE, THE JUDGE OF SAID COURT:

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

1. That this account is stated at the request
of Edward Turner and Patrick E. Thompson, Attorneys named
in mortgage, wherein it appears that the proceeds of sale
are insufficient to pay the mortgage debt and expenses of
sale. Balance due per Statement of Mortgage Indebtedness
in the sum of \$943,069.00, plus interest through November 4,
1980, which is sixty days after date of sale, in the sum of
\$21,155.40, leaves a deficiency in the sum of \$918,539.50.

2. That in the within account, Edward Turner and
Patrick E. Thompson, Attorneys named in Mortgage and vendors,
are charged with the proceeds of sale made by them; and they
are allowed thereafter their counsel fee per mortgage, their
commissions for making said sale, the court costs paid and
due, the advertising costs, the fees for registered mail,
the fee of the Notary Public, the Auctioneer's fee for crying
said sale per 2nd Circuit Rule BR8f, the bond permium in this
cause, the fee and expenses of your Auditor, and the balance
was credited toward the principal and interest indebtedness.

December 29, 1980.

J. Thomas Clark
J. Thomas Clark, Auditor.

FILED
DEC 29 1980
CIRCUIT COURT
QUEEN ANNE'S CO.

CAUSE NO. 6708

The sale of land reported in this cause by Edward Turner and Patrick E. Thompson, Attorneys named in Mortgage, and vendors to sell and convey the land in this suit.

1980
Sept. 5 By proceeds of sale of land, per report of said Attorneys----\$50,000.00

Dr.

Cr.

To Edward Turner and Patrick E. Thompson, counsel fee per mortgage	\$ 500.00
To Edward Turner and Patrick E. Thompson, their commissions for making said sale	2,650.00
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	
1. Appearance fee-----\$10.00	
2. Clerk's additional----- <u>94.00</u>	104.00
To do., for an amount paid W. M. Freestate & Son, Inc., for the bond premium in this cause	40.00
To do., for amounts paid The Star Democrat, for	
1. Advertising sale-----\$728.60	
2. Order Nisi on sale----- <u>48.30</u>	776.90
To do., for an amount due Turner & Thompson, Attorneys, for registered mail notices	7.20
To do., for an amount paid Cynthia L. Davis, Notary Public, for notary fees	7.00
To do., for an amount paid Joseph A. Jackson, Jr., Auctioneer, for crying sale sale	125.00
To J. Thomas Clark, Auditor, for	
1. Stating this account-----\$45.00	
2. Notifying parties----- <u>10.00</u>	55.00

December 29, 1980

J. Thomas Clark
J. Thomas Clark, Auditor

To Robert B. Wentz,
Raymond A. Bures and
Barbara S. McElfish, for
partial payment on principal
and interest, the balance,
or the sum of

<u>\$45,684.90</u>	
\$50,000.00	<u>\$50,000.00</u>

December 29, 1980

J. Thomas Clark
J. Thomas Clark, Auditor

EDWARD TURNER and
PATRICK E. THOMPSON
Attorneys named in
Mortgage

vs.

LEOLA SUPPLY COMPANY OF
MARYLAND

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

IN EQUITY

No. 6708

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on December 29, 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:

Edward Turner, Esquire
Patrick E. Thompson
109 Lawyers Row
Centreville, Maryland 21617

Internal Revenue Service
P. O. Box 1076
Baltimore, MD 21203
Attn: Chief, Special Procedures Staff

Robert B. Wentz
Raymond A. Bures
Barbara S. McElfish
33 Glenola Drive
Leola, PA 17540

Leola Supply Co. of Md.
Box A
Millington, MD 21651

Pursuant to Rule 595g, Maryland Rules of Procedure, I notified each of them that said account was filed on December 29, 1980, with the Clerk of the Circuit Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before January 13, 1981, and if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on January 14, 1981.

December 29, 1980

J. Thomas Clark

J. Thomas Clark, Auditor

FILED

DEC 29 1980

CIRCUIT COURT
QUEEN ANNE'S CO.

EDWARD TURNER and
PATRICK E. THOMPSON
Attorneys named in Mortgage

vs.

LEOLA SUPPLY COMPANY OF MARYLAND

*
*
*
*
*
*

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
No. 6708

NISI RATIFICATION OF AUDIT

ORDERED this 29th day of December, 19 80,
that the report and account filed in these proceedings by _____
J. Thomas Clark, Auditor, be ratified on or after the
14th day of January, 1981, 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.

Margaret H. Mankin Clerk

Filed December 29, 1980

EDWARD TURNER and
PATRICK E. THOMPSON
Attorneys named in Mortgage

vs.

LEOLA SUPPLY COMPANY OF MARYLAND

* IN THE CIRCUIT COURT
* FOR QUEEN ANNE'S COUNTY
* IN EQUITY
* No. 6708
*
*
*

FINAL RATIFICATION OF AUDIT

ORDERED this 14th day of January, 1981,
by the Court that the account of the Auditor is finally ratified and
confirmed, and Edward Turner and Patrick E. Thompson, Attorneys, ~~Assignees/Trustees~~,
are ~~to~~ 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 14, 1981

W. COLEMAN GUTHRIE
GERTRUDE T. GUTHRIE
Great Neck
Stevensville,
Queen Anne's County
Maryland

Complainants :

JUL 21-80 * 23171 *****50.00
JUL 21-80 A 23171 *****50.00

IN THE

v.

CIRCUIT COURT

JOHN S. ROBINSON
VIRGINIA R. ROBINSON
Route 1 Box 466
Stevensville,
Queen Anne's County,
Maryland

FOR

THE EQUITABLE TRUST COMPANY,
a Maryland corporation,
serve on:

QUEEN ANNE'S COUNTY

Martin B. Ellis
Fayette & Calvert Streets
Baltimore City,
Maryland
Resident Agent

Chancery # 6707

FIRST PROGRESSIVE SAVINGS AND
LOAN ASSOCIATION,
a Maryland corporation,
serve on:

Albert Aaron
416 North Charles Street
Baltimore City,
Maryland
Resident Agent

MARC S. LIBOWITZ
c/o Harold I. Witman, P.A.
3655A Old Court Road, Suite 5
Pikesville,
Baltimore County,
Maryland 21205

REUB H. ISRAELSON
11 Slade Avenue
Pikesville,
Baltimore County,
Maryland

Respondents :

JUL 21 1980
QUEEN ANNE'S COUNTY

BILL OF COMPLAINT
FOR
DECLARATORY DECREE, INJUNCTION, DAMAGES
AND FURTHER RELIEF

The Bill of Complaint of W. Coleman Guthrie and Gertrude T. Guthrie, by John W. Sause, Jr., their attorney, respectfully shows that:

1. In July 1971, Reginald V. Truitt and Mary Harrington Truitt were the owners in fee simple of a tract of land containing 39.60 acres, more or less, situate on Kent Island, Fourth Election District of Queen Anne's County, Maryland; and Naomi E. Cohee and Thomas I. Baldwin were the owners and/or contract purchasers of an adjoining tract of land containing 177.82 acres, more or less.

2. On or about July 5, 1971, Reginald V. Truitt, Mary Harrington Truitt, Naomi E. Cohee and Thomas I. Baldwin entered into an Agreement concerning their respective lands, which Agreement was recorded on July 16, 1971, in Liber C.W.C. 56, folio 765, and is attached as Exhibit A. (As used in this Bill of Complaint, "recorded" means that the document is recorded among the Land Records of Queen Anne's County, Maryland, at the place indicated; and "attached" means that the instrument is attached to and adopted by reference as a part of this Bill of Complaint in accordance with Maryland Rule 301 b.)

3. Subsequent to July 1971, Thomas I. Baldwin and/or The Baldwin Foundation, Inc., which had acquired title to the aforesaid 177.82 acres by Deed dated January 29, 1972, and recorded in Liber C.W.C. 61, folio 374, caused all or a major portion of the aforesaid 177.82 acres to be subdivided into a number of "parcels", known collectively as "Baldwin Acres", a plat of such subdivision being recorded in Liber C.W.C. 64, folio 793, as Document #69191.

4. Among the 25 parcels referred to in Paragraph 3 is an area designated "Parcel #8, 9.513 ac ±". A certified copy of a portion of the plat referred to in Paragraph 3 is attached as Exhibit B; and the 9.513 acres designated "Parcel #8" thereon is hereafter referred to as "Parcel #8".

5. The land shown as "Great Neck Road" adjacent to the southerly side of Parcel #8 is, as Exhibit B indicates, a public road. The road shown as "Davidson Drive" adjacent to the northerly side of Parcel #8 is a public road by virtue of a deed to the County Commissioners of Queen Anne's County, dated October 21, 1975, and recorded in Liber C.W.C. 98, folio 302. Both Great Neck Road and Davidson Drive connect directly with Maryland Route 8 (running from Stevensville to Matapeake), which lies approximately 1,500 feet to the west of Lot #8.

6. By Deed dated December 30, 1977, and recorded in Liber C.W.C. 129, folio 729, Reginald V. Truitt and Mary Harrington Truitt conveyed to the Complainants fee simple title to a portion of the 39.60 acres referred to in Paragraphs 1 and 2 of this Bill of Complaint and in Exhibit A. A certified copy of such Deed is attached as Exhibit C; and the property thereby conveyed to Complainants is hereafter referred to as "Complainants' land".

7. By Deed dated October 13, 1972, and recorded in Liber C.W.C. 68, folio 130, The Baldwin Foundation, Inc.,

conveyed to Respondents John S. Robinson and Virginia R. Robinson, fee simple title to Parcel #8. A certified copy of such Deed is attached as Exhibit D.

8. The "lane through the 39.60 acres" referred to as the subject of Exhibit A extended from Great Neck Road, across Complainants' land to Parcel #8. On or about March 22, 1979, Complainants advised Respondents John S. Robinson and Virginia R. Robinson that the pleasure, license and permission to use such lane was terminated, effective immediately. Such advice has been repeated numerous times both orally and in writing by the Complainants to those Respondents.

9. Notwithstanding the notices referred to in Paragraph 8, those Respondents have come upon Complainants' land, have conducted themselves in an inappropriate manner, have destroyed, injured and molested real and personal property of the Complainants and have continued to assert a supposed right to use the lane.

10. The Equitable Trust Company, a Maryland banking institution, is the record holder of a mortgage on Complainants' land, dated August 24, 1978, and recorded in Liber C.W.C. 139, folio 686.

11. First Progressive Savings and Loan Association, a Maryland corporation, is the record holder of a mortgage on Parcel #8, dated February 23, 1976, and recorded in Liber C.W.C. 102, folio 538.

12. Marc S. Libowitz and Reub H. Israelson are the record holders of a mortgage on Parcel #8, dated September 8, 1977, and recorded in Liber C.W.C. 125, folio 600.

13. The Respondents named in Paragraphs 10, 11 and 12 are named in this proceeding in accordance with the provisions of Section 3-405 (a) of the Courts Article of the Maryland Code in that they have or claim an interest which would be affected by the declaration sought in this proceeding.

14. A declaratory decree will serve to terminate the uncertainty or controversy giving rise to this proceeding and (a) an actual controversy exists between the Complainants and the Respondents; (b) antagonistic claims are present between the parties involved which indicate imminent and inevitable litigation; and (c) Complainants assert a legal relation, status, right or privilege which is challenged or denied by Respondents John S. Robinson and Virginia R. Robinson, who also assert a concrete interest in it.

WHEREFORE, the Complainants ask that this Court:

a-Construe the rights, status and other legal relations of the parties under Exhibit A;

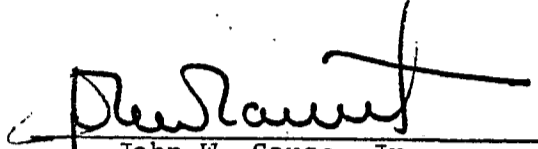
b-Construe the rights, status and other legal relations of the parties with respect to Complainants' land;

c-Issue an injunction enjoining Respondents from interfering in any way with the Complainants' sole and exclusive ownership and possession of Complainants' land;

d-Award judgment of damages against Respondents

John S. Robinson and Virginia R. Robinson substained by
Complainants by reason of the acts referred to in Para-
graph 9 hereof;

e-Award such other and further relief as the na-
ture of the cause may require.



John W. Sause, Jr.
204 North Commerce Street
Centreville, Maryland 21617
758-0970

Attorney for Complainants

No. 66305
Re 40544 RECEIVED FOR RECORD July 16, 1971 305/14

THIS AGREEMENT, made this 5th day of July, 1971, by and between REGINALD V. TRUITT and MARY HARRINGTON TRUITT, his wife, parties of the first part, NAOMI E. COHEE, party of the second part and THOMAS I. BALDWIN, party of the third part.

WHEREAS, the parties of the first part are the owners of 39.60 acres of land on Kent Island by virtue of a deed dated August 27, 1952 and recorded among the land records of Queen Anne's County in Liber T.S.P. No. 6 folio 164 from Willard Mossman, et ux.; and

WHEREAS, the party of the second part is the surviving owner of 177.82 acres of contiguous land on Kent Island by virtue of a deed dated November 21, 1960, recorded among the said land records in Liber T.S.P. No. 63 folio 333 from John C. Palmer; and

WHEREAS, the party of the third part is the contract purchaser of the aforementioned 177.82 acres; and

WHEREAS, the parties of the first part have permitted the owners of the said 177.82 acres to pass over a lane through the 39.60 acres owned by them in order to have access to certain buildings and fields on the 177.82 acres since August 27, 1952; and

WHEREAS, the parties of the first part are willing, at their pleasure and license, to permit the parties of the second and third parts to continue to make the same use of said farm lane; provided the parties of the second and third parts enter into these presents to acknowledge said permissive use.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that in consideration of the mutual agreements herein contained, the parties agree as follows:

1. The parties of the second and third parts do hereby acknowledge and agree that the use of the hereinabove mentioned farm lane through the property of the parties of the first part is a permissive use and that they, nor either of them, claim any right of use by conveyance, prescription or estoppel, but only by the license of the parties of the first part.
2. That the parties of the first part do hereby agree that, at their pleasure and license, the parties of the second and third parts may continue to make the same use of said farm lane as has been made since August 27, 1952.
3. This Agreement shall be binding upon and inure to the heirs, personal representatives and assigns of the parties hereto.

AS WITNESS the hands and seals of the parties hereto:

WITNESS:

[Signature]
(Notary Public)

Reginald V. Truitt (SEAL)
Reginald V. Truitt

[Signature]
(Notary Public)

Mary Harrington Truitt (SEAL)
Mary Harrington Truitt

Dorothy B. Cheever
(Notary Public)

Naomi E. Cohee (SEAL)
Naomi E. Cohee

Thomas I. Baldwin
(Notary Public)

Thomas I. Baldwin (SEAL)
Thomas I. Baldwin



8/9/71 - Original made by Reginald V. Truitt
Great Neck
Stevensville, Md. 21666

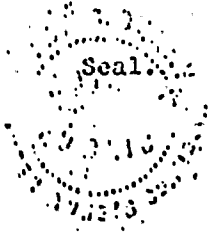
EXHIBIT A

STATE OF MARYLAND,
COUNTY OF QUEEN ANNE'S, set:

I HEREBY CERTIFY, that on this 5th day of July, 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared REGINALD V. TRUITT and MARY HARRINGTON TRUITT, his wife, and each acknowledged the foregoing Agreement to be their respective act.

IN TESTIMONY WHEREOF, I hereunto set my hand and Notarial

Seal.



[Signature]
(Notary Public)

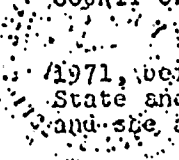
My Commission expires:
July 1, 1974

STATE OF Maryland,
COUNTY OF Prince Georges, set:

I HEREBY CERTIFY, that on this 2nd day of June, 1971, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared NAOMI E. COHEE, and she acknowledged the foregoing Agreement to be her act.

IN TESTIMONY WHEREOF, I hereunto set my hand and Notarial

Seal.



[Signature]
(Notary Public)

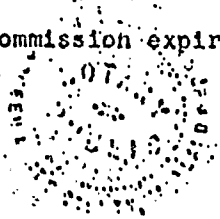
My Commission expires: July 1, 1974

STATE OF Maryland,
COUNTY OF Queen Anne's, set:

I HEREBY CERTIFY, that on this 1st day of July, 1971, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared THOMAS I. BALDWIN, and he acknowledged the foregoing Agreement to be his act.

IN TESTIMONY WHEREOF, I hereunto set my hand and Notarial

Seal.



[Signature]
(Notary Public)

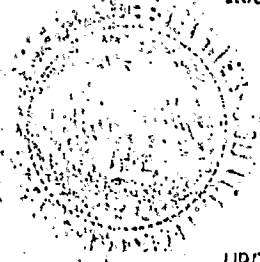
My Commission expires: 7-1-1974

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

THIS IS TO CERTIFY, that the foregoing was truly taken and copied from Liber CWC 56, folio 765, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 21st day of July, 1980.

[Signature]
Margaret W. Martin, Clerk of Circuit Court for Queen Anne's County.



LANDS OF
REGINALD V.
TSP 6/164

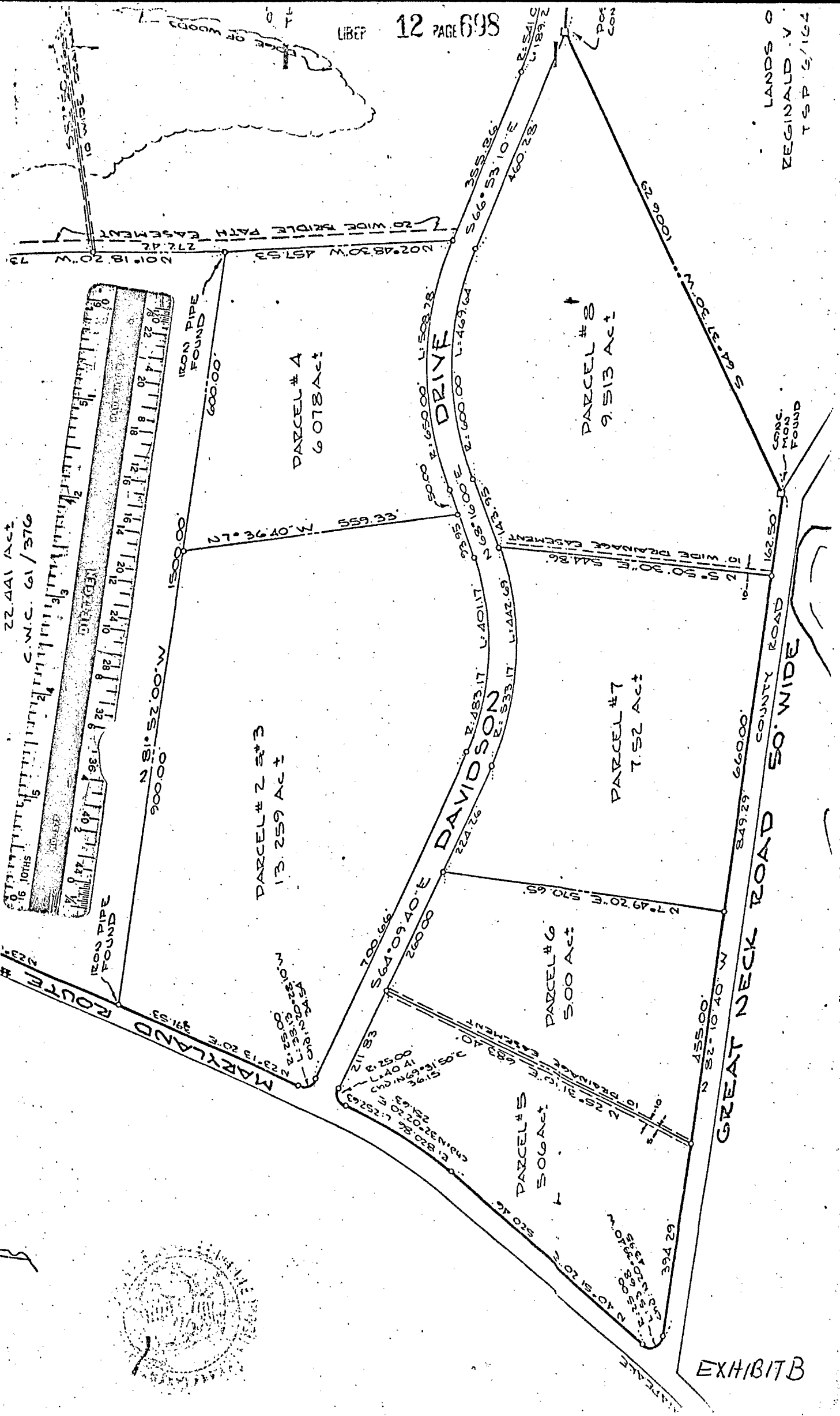


EXHIBIT B

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

THIS IS TO CERTIFY, that the foregoing was truly taken and copied from a portion of the plat permanently filed under document no. 69,191, and dedicated to Liber CWC No. 64, folio 793, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 21st day of July, 1980.



Marguerite W. Mankin
Marguerite W. Mankin, Clark of the
Circuit Court for Queen Anne's County

DOCUMENT NO. 91573

This DEED is made this 30th day of December, 1977, by and between REGINALD V. TRUITT and MARY HARRINGTON TRUITT, of the first part, Grantors, and W. COLEMAN GUTHRIE and GERTRUDE T. GUTHRIE, his wife, of the second part, Grantees, and

WITNESSES that in consideration of the sum of Five Dollars (\$5.00) and other good and valuable considerations, receipt of which is hereby acknowledged, the Grantors do hereby grant and convey unto the Grantees, as tenants by the entirety, their assigns, the survivor of them and the survivor's heirs and assigns, in fee simple, all of that property which is situate, lying and being in the Fourth Election District of Queen Anne's County, Maryland, and is described as follows:

BEGINNING for the same at a concrete monument found at the intersection of the division line between the lands of John S. Robinson (see C.W.C. 68/130) and the herein described lands with the northerly right-of-way line of Great Neck Road, said monument further being the beginning point of the third or North $64^{\circ}13'$ East 1,007.20 foot line of that conveyance from Willard Mossman and Golden S. Mossman, his wife, to Reginald V. Truitt and Mary Harrington Truitt, his wife, by deed dated August 27, 1952 and recorded among the Land Records of Queen Anne's County, Maryland, in Liber T.S.P. 6, folio 164; thence leaving said beginning point so fixed and the northerly right-of-way line of Great Neck Road and binding on the division line between the Robinson lands and the herein described lands, along the aforesaid third line, as now surveyed and corrected for magnetic differences, North $64^{\circ}37'30''$ East 513.63 feet to a point; thence leaving the Robinson lands and running for three (3) new lines of division through the herein described lands, South $51^{\circ}47'30''$ East 426.49 feet to a point, South $38^{\circ}12'30''$ West 460.00 feet to a point and North $51^{\circ}47'30''$ West 297.70 feet to a point in the aforementioned northerly right-of-way line of Great Neck Road; thence still with said right-of-way, North $51^{\circ}47'30''$ West 357.30 feet to the place of beginning. Containing in all 5.710 acres of land, more or less, as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in October of 1977 and shown on the plat attached hereto and intended to be recorded herewith as part of the description contained hereinabove.

BEING a part of that conveyance from Willard Mossman and Golden S. Mossman, his wife, to Reginald V. Truitt and Mary Harrington Truitt, his wife, by deed dated August 27, 1952, and recorded among the Land Records aforesaid in Liber T.S.P. 6, folio 164.

RESERVING, HOWEVER, to the Grantors and their heirs and assigns all of their existing rights in and to that portion of Great Neck Road which adjoins the North $51^{\circ}47'30''$ West 357.30 feet line of the property hereby conveyed and in and to any extension of Great Neck Road through the property hereby conveyed to the remaining lands of the Grantors, including but not limited to full rights of ingress to and egress from any part of the remaining lands of the Grantors and the right to connect to any water, sewer or public utility services which may now or hereafter lie within or

LIBER 129 PAGE 729

EXHIBIT C

130-78 arrived mailed to James & Buden 204 N. Commerce St. Cottoville, Md. 2/16/17

RECEIVED
CLERK, CIRCUIT COURT

1977 DEC 30 PM 1:40

QUEEN ANNE'S COUNTY

adjacent to said Road or extension.

RESERVING ALSO to the Grantors and their heirs and assigns the right to cross, and permit others to cross, the property hereby conveyed with electric, telephone and other public utility lines and services of any kind and to use, and permit others to use, any utility poles on the property hereby conveyed (including those referred to in a grant from them to Delmarva Power & Light Company of Maryland, dated January 3, 1973, and recorded among the Land Records aforesaid in Liber C.W.C. 70, folio 504) for the purpose of supplying electric, telephone and other public utility services to any part of the remaining lands of the Grantors.

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

TO HAVE AND TO HOLD the property 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 Grantees, as tenants by the entirety, their assigns, the survivor of them, the survivor's heirs and assigns, in fee simple.

AND the Grantors hereby covenant that they have done no act to encumber the land, that they will warrant specially the property hereby granted, and that they will execute further assurances of the land as may be requisite.

WITNESS the hands and seals of the Grantors.

Dorothy M. Monroe

Reginald V. Truitt (SEAL)
Reginald V. Truitt

Dorothy M. Monroe

Mary Harrington Truitt (SEAL)
Mary Harrington Truitt

DEC 30-77 * 2 025 ****302 77
DEC 30-77 A #2 025 ****173 77
DEC 30-77 A #2 024 ****115 77
DEC 30-77 A #2 023 ****+13 77

STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S:

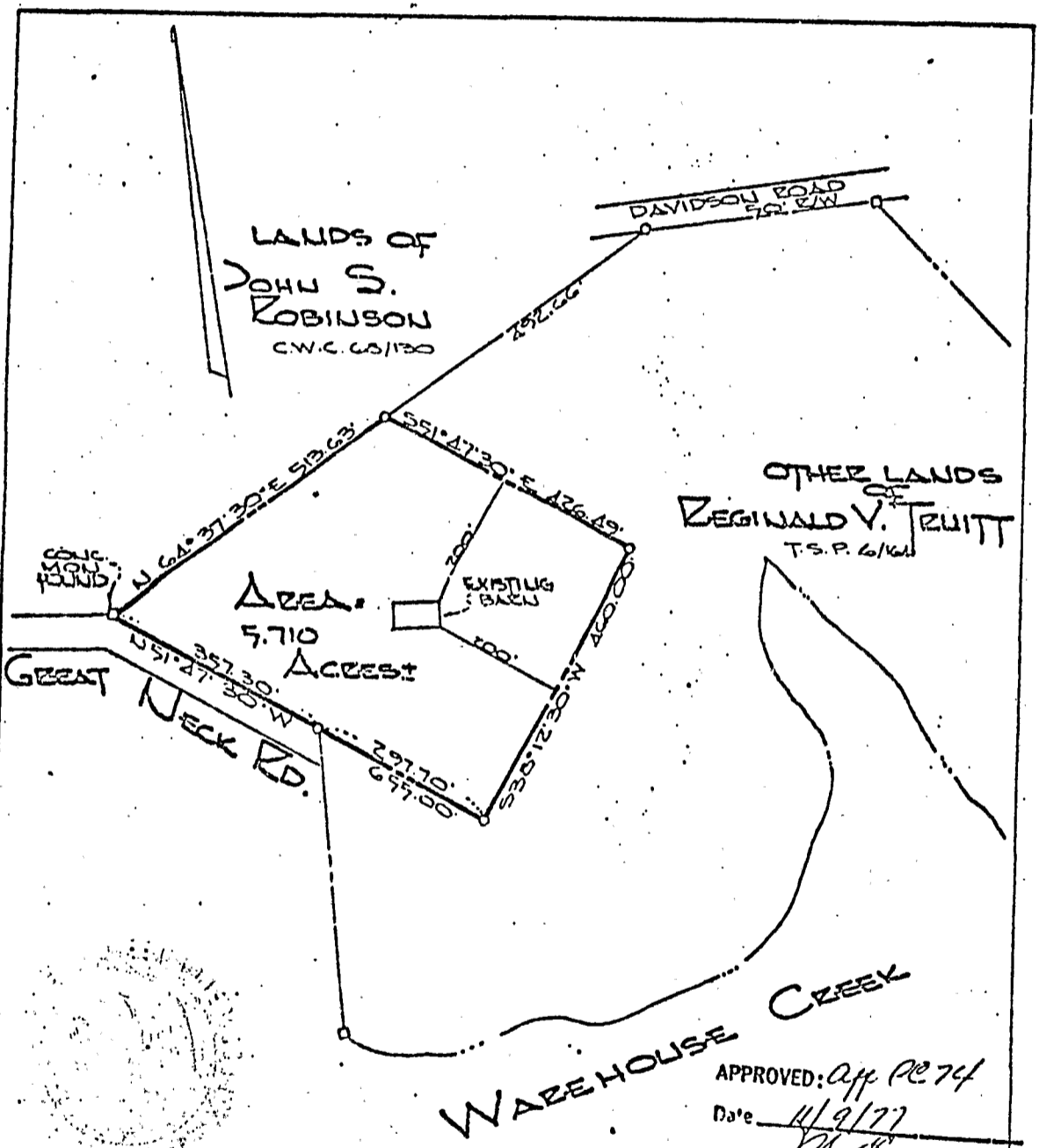
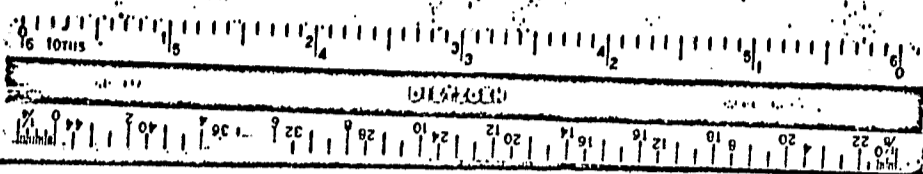
On this the 30th day of December, 1977, before me, the undersigned officer, personally appeared REGINALD V. TRUITT and MARY HARRINGTON TRUITT, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they each executed the same for the purposes therein contained.

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

Dorothy M. Monroe
Notary Public

My commission expires: July 1, 1978





APPROVED: *aff PC 74*
Date: *4/9/77*
M. C. Payne Clerk

SURVEY OF PART OF THE LANDS OF
REGINALD V. TRUITT
FOURTH DISTRICT, QUEEN ANNE'S CO.,
MARYLAND

J. R. McCRONE, JR., INC.
REGISTERED PROFESSIONAL ENGINEERS
AND SURVEYORS
ANNAPOLIS, MARYLAND
BRANCH: FREDERICK CRESTERTOWN

QUEEN ANNE'S COUNTY PLANNING
AND ZONING COMMISSION
DRAWN BY: *W. J. ...*
SCALE: *1" = 200'*
DATE: *09, 1977*
JOB NO.: *1261720*

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

THIS IS TO CERTIFY, that the foregoing was truly taken
and copied from Liber CWC 129, folio 729, a Land
Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I herunto
subscribe my name and affix the
Seal of the Circuit Court for
Queen Anne's County, this 21st
day of July 1960.

Marguerite W. Manlin
Marguerite W. Manlin, Clerk of
Circuit Court for Queen Anne's
County.



FREE-SIMPLE DEED — INDIVIDUAL GRANTOR AND GRANTEE — 2-12

Handwritten: RECEIVED FOR RECORD Oct. 20, 1972, 1:45 PM.

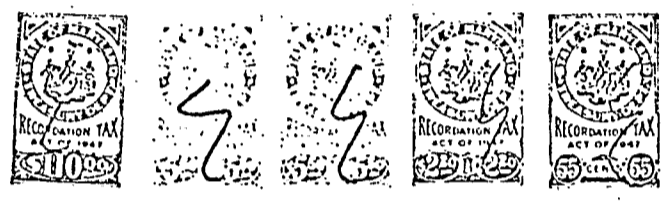
This Deed, Made this 13th day of October.

In the year one thousand nine hundred and seventy-two, by and between THE BALDWIN FOUNDATION, INC., a body corporate duly incorporated under the Laws of the State of Maryland, party

JOHN S. ROBINSON and VIRGINIA R. ROBINSON, his wife, parties of the second part.

Witnesseth, that in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, it unto moving, the receipt of which is hereby acknowledged,

the said party of the first part



does hereby grant and convey unto the said JOHN S. ROBINSON and VIRGINIA R. ROBINSON, his wife, as tenants by the entireties, the survivor of them, their

heirs and assigns,

in fee simple, all that lot(s) of ground, situate, lying and being in Fourth Election District

Queen Anne's County, State of Maryland, and described as follows, that is to say:—

~~XXXXXXXX~~ ALL THAT LOT of ground situate in Queen Anne's County, being Lot No. 8 as shown on a plat of Thomas I Baldwin Lands, recorded among the Land Records of Queen Anne's County in CWC 64, folio 793, file No. 69191.

BEING part of the land conveyed to the within named Grantor, The Baldwin Foundation, Inc., by deed dated January 27, 1972, from Thomas I. Baldwin, and recorded among the Land Records of Queen Anne's County in Liber CWC 61, folio 374.



EXHIBIT D

Handwritten: 141112 copy from 7/10/72... L.A. #1 - Bal. Ab. W. 2/1/72

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

To Have and To Hold the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said John S. Robinson and Virginia R. Robinson, his wife, as tenants by the entireties, the survivor of them, their heirs and assigns,

In fee simple.

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

Witness the hand and seal of said grantor name of said body corporate by the hand of its President, its corporate seal affixed hereto and duly attested.

TEST:

Samuel M. Ivrey

THE BALDWIN FOUNDATION, INC.

BY *Thomas I. Baldwin*
Thomas I. Baldwin, President



TAX \$ 457.50 REC # 45112 OCT 20 1972

State of Maryland, ANNE ARUNDEL COUNTY, to wit:
I HEREBY CERTIFY, That on this 13th day of October, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Thomas I. Baldwin, President of the BALDWIN FOUNDATION, INC., a body corporate, known to me (or satisfactorily proven) 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 in my presence signed and sealed the same.

In WITNESS WHEREOF, I hereunto set my hand and official seal.



Samuel M. Ivrey
Samuel M. Ivrey, Notary Public

LIBER 68 PAGE 131

LIBER 12 PAGE 705

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

THIS IS TO CERTIFY, that the foregoing was truly taken and copied from Liber CWC 68, folio 130, 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.



Marguerite W. Mankin
MARGUERITE W. MANKIN, CLERK OF
THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

80852

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

AUGUST

Return Day

File No. 6707

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: JOHN S. ROBINSON
Route 1, Box 466
Stevensville, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the
August Return Day of this Court, to answer an action at the

suit of W. COLEMAN GUTHRIE
GERTRUDE T. GUTHRIE
Great Neck
Stevensville, Maryland

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

Issued 21st day of July, 1980.

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 August 19, 1980, 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: John W. Sause, Jr.
204 North Commerce Street
Address: Centreville, Maryland 21617
758-0970

Name:

Address:

Margaret H. Mankin
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 21st day of July, 1980, I executed service of process upon John S. Robinson by delivering and leaving with him a copy of the summons and pleadings.

Deputy Jerome C Lowery
Sheriff of Queen Anne's County

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: AUGUST Return Day

File No. 6707

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: VIRGINIA R. ROBINSON
Route 1, Box 466
Stevensville, Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the
August Return Day of this Court, to answer an action at the

suit of W. COLEMAN GUTHRIE
GERTRUDE T. GUTHRIE
Great Neck
Stevensville, Maryland

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

Issued 21st day of July, 1980.

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 August 19, 1980, 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: John W. Sause, Jr.
Address: 204 North Commerce Street
Centreville, Maryland 21617
758-0970

Marguerite H. [Signature] Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 21st day of July, 1980, I executed service of process upon Virginia R. Robinson by delivering and leaving with him a copy of the summons and pleadings.

Deputy Jerome C. Lowery
Sheriff of Queen Anne's County

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

AUGUST

Return Day

File No. 6707

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:

THE EQUITABLE TRUST COMPANY
a Maryland corporation

SERVE ON:

Martin B. Ellis
Fayette & Calvert Streets
Baltimore, City, Maryland
Resident Agent

You are hereby summoned to the Circuit Court for Queen Anne's County to the
August Return Day of this Court, to answer an action at the

suit of

W. COLEMAN GUTHRIE
GERTRUDE T. GUTHRIE
Great Neck
Stevensville, Maryland

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

Issued 21st day of July, 1980.

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 August 19, 1980, 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: John W. Sause, Jr.
204 North Commerce Street
Address: Centreville, Maryland 21617
758-0970

Name:

Address:

Margaret H. Mark
Clerk

1980 JUL 21 AM 3:21
QUEEN ANNE'S COUNTY

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 25th day of July, 1980, I executed service of process upon Rita Kuski, 2ND Vice President by delivering and leaving with her a copy of the summons and pleadings.

Deputy M. E. Krall
10

George W. Freebush
Sheriff of Baltimore City County

*Wilson
275*

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

AUGUST

Return Day

File No. 6707

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:

REUB H. ISREALSON
11 Slade Avenue
Pikesville, Baltimore County
Maryland

You are hereby summoned to the Circuit Court for Queen Anne's County to the
August Return Day of this Court, to answer an action at the

suit of

W. COLEMAN GUTHRIE
GERTRUDE T. GUTHRIE
Great Neck
Stevensville, Maryland

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

Issued 21st day of July, 1980.

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 August 19, 1980, 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: John W. Sause, Jr.
204 North Commerce Street
Address: Centreville, Maryland 21617
758-0970

Name: _____

Address: _____

Marguerite H. ...
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 26th day of July, 1980, I executed service of process upon Reub H. Isrealson by delivering and leaving with him a copy of the summons and pleadings.

*Fee
45.00*

FILED

AUG 1 1980

Charles H. Hickey
Sheriff of Baltimore County

CIRCUIT COURT
QUEEN ANNE'S CO.

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

Wilson
275

EQUITY SUMMONS:

AUGUST

Return Day

File No. 6707

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: MARC S. LIBOWITZ
c/o Harold I. Witman, P.A.
3655A Old Court Road, Suite 5
Pikesville, Baltimore County
Maryland 21205

You are hereby summoned to the Circuit Court for Queen Anne's County to the
August Return Day of this Court, to answer an action at the

suit of W. COLEMAN GUTHRIE
GERTRUDE T. GUTHRIE
Great Neck
Stevensville, Maryland

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

Issued 21st day of July, 1980.

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 August 19, 1980, 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: John W. Sause, Jr.
204 North Commerce Street
Address: Centreville, Maryland 21617
758-0970

Name: _____

Address: _____

Margaret H. [Signature]
Clerk

FILED

AUG 11980

CIRCUIT COURT SHERIFF'S RETURN
QUEEN ANNE'S CO:

I HEREBY CERTIFY that on the 29th day of July, 1980, I executed service of process upon Marc S. Libowitz

by delivering and leaving with him a copy of the summons and pleadings, by service upon Harold F. Witman, P.A.

Charles H. Ziskey, Jr.
Sheriff of Baltimore County

Cost - \$5.00

W. COLEMAN GUTHRIE
& GERTRUDE T. GUTHRIE

vs.

JOHN S. ROBINSON &
VIRGINIA R. ROBINSON,
et al

* IN THE CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY
* CHANCERY #6707

* * * * *

ANSWER OF FIRST PROGRESSIVE SAVINGS
& LOAN ASSOCIATION, INC., TO BILL OF
COMPLAINT FOR DECLARATORY DECREE, ETC.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of First Progressive Savings & Loan Association, Inc., a Maryland Corporation, to the Bill of Complaint for Declaratory Decree, &c., respectfully represents unto your Honor:

1. That it neither admits nor denies the allegations in Paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10.

2. As to Paragraph 11, it admits the allegations in said paragraph.

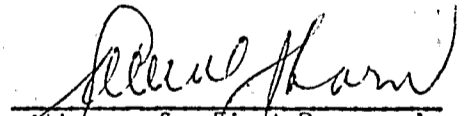
3. As to Paragraph 12, it neither admits nor denies the allegations in said paragraph.

4. As to Paragraph 13, your respondent says that it does have a claim and an interest which would be affected by the declaration sought in these proceedings, and it feels that there should be strict proof of the allegations set forth in the complaint to the extent that its interest should be protected.

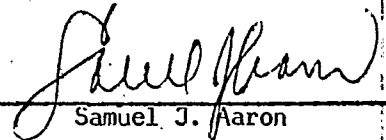
5. Answering Paragraph 14, your respondent says that it is questionable whether there is any uncertainty or whether there is a real controversy giving rise to this proceeding.

Having fully answered said Complaint, your respondent prays that the same may be dismissed with costs.

FILED
1977-11-18 9:02
QUEEN ANNE COUNTY


Attorney for First Progressive
& L. Association, Inc.
Samuel J. Aaron
416 N. Charles St.
Baltimore, Md. 21201
685-8264

I HEREBY CERTIFY that on this 1st day of August, 1980, copies of the foregoing Answer was mailed to the following: John W. Sause, Jr., 204 N. Commerce St., Centreville, Md. 21617; John S. Robinson & Virginia R. Robinson, Route 1, Box 466, Stevensville, Queen Anne's County, Md. 21666; Martin B. Ellis, Resident Agent, The Equitable Trust Co., Fayette and Calvert Sts., Baltimore, Maryland 21202; Marc S. Libowitz, c/o Harold I. Witman, P.A., 3655A Old Court Road, Suite 5, Pikesville, Md. 21208; and Reub H. Israelson, 11 Slade Avenue, Pikesville, Maryland 21208.



Samuel J. Aaron

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

AUGUST

Return Day

File No. 6707

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: FIRST PROGRESSIVE SAVINGS AND LOAN ASSOCIATION
a Maryland corporation,

SERVE ON: Albert Aaron
416 North Charles Street
Baltimore City, Maryland
Resident Agent

You are hereby summoned to the Circuit Court for Queen Anne's County to the
August Return Day of this Court, to answer an action at the

suit of W. COLEMAN GUTHRIE
GERTRUDE T. GUTHRIE
Great Neck
Stevensville, Maryland

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

Issued 21st day of July, 1980.

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 August 19, 1980, 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: John W. Sause, Jr.
204 North Commerce Street
Address: Centreville, Maryland 21617
758-0970

Name:

Address:

Margaret H. Man... Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the day of, 19, I executed service
of process upon
by delivering and leaving with him a copy of the summons and pleadings.

Sheriff of County

Queen Anne's Co 6207

5

Publy C and Exhibits

SUMMONED FIRST PROGRESSIVE SAVINGS & LOAN ASSOCIATION
by service on Albert Aaron, Acct, copy of process with
copy of bill of complaint & exhibits left with said acct
at 416 N. Charles St at 10:20 AM on the 12th day of
AUG 1956 in the presence of J. J. Johnson - 9.

J. J. Johnson
Shiff

10/9

RECORDED
AUG - 3 11 9 56
QUEEN ANNE'S COUNTY

9

W. COLEMAN GUTHRIE
& GERTRUDE T. GUTHRIE

vs.

JOHN S. ROBINSON &
VIRGINIA R. ROBINSON,
et al

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

CHANCERY #6707

ANSWER OF MARC S. LIBOWITZ AND REUB H. ISRAELSON,
200-B PIKESVILLE PLAZA BUILDING, 600 REISTERSTOWN
ROAD, PIKESVILLE, BALTIMORE COUNTY, MARYLAND 21208,
TO BILL OF COMPLAINT FOR DECLARATORY DECREE, ETC.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of Marc S. Libowitz & Reub H. Israelson to the Bill of Complaint for Declaratory Decree, & c., respectfully represents unto your Honor:

1. That they neither admit nor deny the allegations in Paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10.
2. As to Paragraph 11, they admit the allegations in said Paragraph.
3. As to Paragraph 12, they neither admit nor deny the the allegations in said paragraph.
4. As to Paragraph 13, your respondents say that they do have a claim and an interest which would be affected by the declaration sought in these proceedings, and they feel that there should be strict proof of the allegations set forth in the complaint to the extent that their interest should be protected.
5. Answering Paragraph 14, your respondents say that it is questionable whether there is any uncertainty or whether there is a real controversy giving rise to this proceeding.

Having fully answered said Complaint, your respondents pray that the same may be dismissed with costs.

Marc S. Libowitz

Marc S. Libowitz

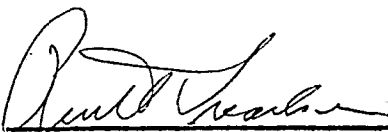
Reub H. Israelson

Reub H. Israelson
200-B Pikesville Plaza Building
600 Reisterstown Road
Pikesville, Maryland 21208
484-8004

1971 MAY 16 10 27
QUEEN ANNE'S COUNTY

WE HEREBY CERTIFY that on this 13th day of August, 1980,
copies of the foregoing Answer was mailed to the following:
John W. Sause, Jr., 204 N. Commerce St., Centreville, Md. 21617;
John S. Robinson & Virginia R. Robinson, Route 1, Box 466,
Stevensville, Queen Anne's County, Md. 21666; Martin B. Ellis,
Resident Agent, The Equitable Trust Co., Fayette and Calvert
Streets, Baltimore, Maryland 21202; and Samuel J. Aaron,
Attorney, First Progressive Savings & Loan Assoc., 416 N.
Charles Street, Baltimore, Maryland 21201

Marc S. Libowitz

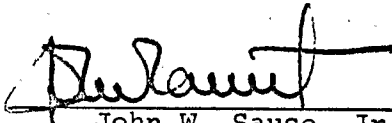


Reub H. Israelson

W. COLEMAN GUTHRIE et ux. :
 Complainants : IN THE
 v. : CIRCUIT COURT FOR
 JOHN S. ROBINSON, et al. : QUEEN ANNE'S COUNTY
 Respondents : Chancery No. 6707
 : : : : :

AMENDMENT OF BILL OF COMPLAINT

W. Coleman Guthrie and Gertrude T. Guthrie, Com-
 plainants, by John W. Sause, Jr., their attorney, hereby
 amend the Bill of Complaint filed by them in this proceeding
 by striking out paragraph "d" of the prayers for relief
 therein (which paragraph reads as follows: "d-Award judg-
 ment of damages against Respondents John S. Robinson and
 Virginia R. Robinson substained [sic] by Complainants by
 reason of the acts referred to in Paragraph 9 hereof").

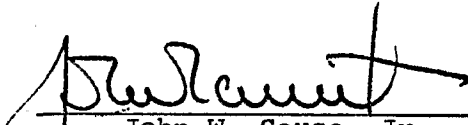


 John W. Sause, Jr.

Attorney for Complainants

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing
 amendment were mailed to Samuel J. Aaron, Esquire, Attorney
 for Respondent First Progressive Savings & Loan Association
 and to the other Respondents in accordance with Maryland
 Rule 306 c.



 John W. Sause, Jr.

Attorney for Complainants

RECORDED
 QUEEN ANNE'S COUNTY

W. COLEMAN GUTHRIE et ux.
Complainants

vs.

JOHN S. ROBINSON, et al.
Respondents

IN THE
CIRCUIT COURT

FOR
QUEEN ANNE'S COUNTY

CHANCERY NO. 6707

* * * * *

A N S W E R

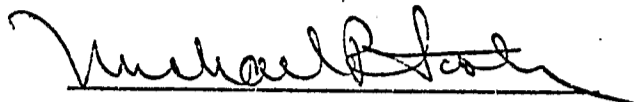
The Respondent, John S. Robinson and Virginia R. Robinson, by their attorney, Michael R. Foster, in answer to Complainant's Bill of Complaint for Declaratory Decree, Injunction, Damages and Further Relief, respectfully states:

1. The Respondents are without knowledge as to Paragraphs 1, 2, 3, and 4.
2. The Respondents admit the allegations of Paragraph 5.
3. The Respondents are without knowledge as to the allegations of Paragraph 6.
4. The Respondents admit the allegations of Paragraphs 7 and 8.
5. The Respondents deny the allegations of Paragraph 9.
6. The Respondents are, without knowledge as to the allegations of Paragraph 10.
7. The Respondents admit the allegations of Paragraph 11 and 12.
8. The Respondents are without knowledge as to the allegations of Paragraph 13.

RECORDED
INDEXED
SECURITY

LAW OFFICES
PRICE & FOSTER

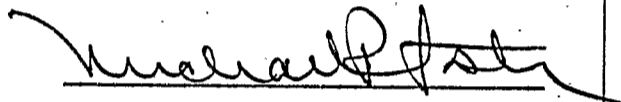
9. The Respondents deny the allegations of Paragraph 14.



Michael R. Foster
Attorney for Respondents
P.O. Box 367
Stevensville, Maryland 21666
(301) 643-2141

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 18 day of September 1980, a copy of the foregoing Answer was hand delivered to John W. Sause, Jr., attorney for Complainants.




Michael R. Foster

W. COLEMAN GUTHRIE et ux. :
 Complainants : IN THE
 v. : CIRCUIT COURT FOR
 JOHN S. ROBINSON, et al. : QUEEN ANNE'S COUNTY
 Respondents : Chancery No. 6707
 : : : : :

CONSENT TO DECREE

First Progressive Savings & Loan Association, Inc.
 Respondent, by Samuel J. Aaron, its attorney hereby consents
 to the passage of a Decree in the above cause in the form
 approved by counsel for Complainants and counsel for Re-
 spondents John S. Robinson and Virginia R. Robinson.


 Samuel J. Aaron

Attorney for First
 Progressive Savings
 & Loan Association, Inc.

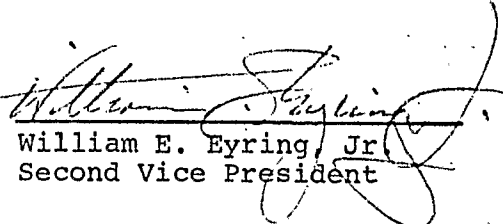
POSTED 11:29
 QUEEN ANNE'S COUNTY

W. COLEMAN GUTHRIE et ux. :
 Complainants : IN THE
 v. : CIRCUIT COURT FOR
 JOHN S. ROBINSON, et al. : QUEEN ANNE'S COUNTY
 Respondents : Chancery No. 6707
 : : : : :

CONSENT TO DECREE

The Equitable Trust Company, Respondent, hereby consents to the passage of a Decree in the above cause in the form approved by counsel for Complainants and counsel for Respondents John S. Robinson and Virginia R. Robinson.

THE EQUITABLE TRUST COMPANY

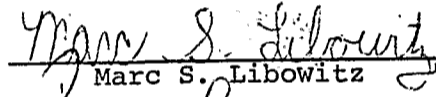
By: 
 William E. Eyring, Jr.
 Second Vice President

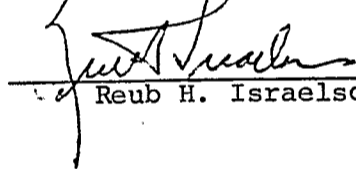
FILED
 SEP 24 11 16 AM '40
 QUEEN ANNE'S COUNTY
 CHANCERY

W. COLEMAN GUTHRIE et ux. :
Complainants : IN THE
v. : CIRCUIT COURT FOR
JOHN S. ROBINSON, et al. : QUEEN ANNE'S COUNTY
Respondents : Chancery No. 6707
: : : : :

CONSENT TO DECREE

Marc S. Libowitz and Reub H. Israelson, Respondents, hereby consent to the passage of a Decree in the above cause in the form approved by counsel for Complainants and counsel for Respondents John S. Robinson and Virginia R. Robinson.



Marc S. Libowitz


Reub H. Israelson

NOV 20 1967
QUEEN ANNE'S COUNTY

W. COLEMAN GUTHRIE et ux. :
 Complainants : IN THE
 v. : CIRCUIT COURT FOR
 JOHN S. ROBINSON, et al. : QUEEN ANNE'S COUNTY
 Respondents : Chancery No. 6707
 : : : : :

DECREE

The matter coming before the Court on the Amended Bill of Complaint of W. Coleman Guthrie and Gertrude T. Guthrie, Complainants, and the Answer and Consents of Respondents John S. Robinson and Virginia R. Robinson, ^{AND OTHER RESPONDENTS} and the Court having found that relief may be granted under the Maryland Uniform Declaratory Judgments Act, it is this ^{30th} day of ~~August~~ ^{SEPTEMBER}, 1980, by the Circuit Court for Queen Anne's County, In Equity, XJE

ADJUDGED, ORDERED AND DECREED as follows:


1. By written Agreement dated July 5, 1971, and recorded among the Land Records of Queen Anne's County on July 16, 1971, in Liber C.W.C. 56, folio 765 (being Exhibit A of the Bill of Complaint and hereafter referred to as "the Agreement"), it was recognized, acknowledged and agreed that any use of a lane across lands of Reginald V. Truitt and Mary Harrington Truitt to the lands of Naomi E. Cohee and/or Thomas I. Baldwin had been, and in the future would continue to be, a permissive use only and subject to the pleasure and license of Reginald V. Truitt and Mary Harrington Truitt, their heirs, personal representatives and assigns.
2. All rights and benefits recognized, acknowledged and agreed by the Agreement to be held by Reginald V. Truitt and Mary Harrington Truitt were transferred to and inured to the benefit of the Complainants, as rights and interests incident and appurtenant to the property conveyed to them by Reginald V. Truitt and Mary Harrington Truitt, by Deed dated December 30, 1977, and recorded in Liber C.W.C. 129, folio 729 (Exhibit C of the Bill of Complaint), to the extent that the lane referred to in the Agreement crossed the property there conveyed to the Complainants in fee simple.
3. The property conveyed to Respondents John S. Robinson and Virginia R. Robinson by Deed of The Baldwin Foundation, Inc., dated October 13, 1972, and recorded in Liber C.W.C. 68, folio 130 (Exhibit D of the Bill of Complaint), and as shown on the plat referred to in the said Deed (Exhibit B of the Bill of Complaint) were included within the bounds of the property described in the Agreement as being owned in July 1971 by Naomi E. Cohee and/or Thomas I. Baldwin; and the Agreement is binding upon Respondents John S. Robinson and Virginia R. Robinson and all persons claiming by, through or under them, or either of them.
4. On or about March 22, 1979, the Complainants lawfully revoked the license or permissive use of Respondents John S. Robinson and Virginia R. Robinson with respect to the lane passing through Complainants' property; and such was a valid exercise of the rights acknowledged, recog-

nized and agreed in the Agreement.

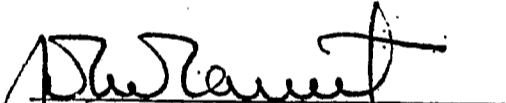
5. John S. Robinson and Virginia R. Robinson, and any person claiming by or through them, or either of them, have no interest whatsoever in the property conveyed to the Complainants by the Deed referred to in Paragraph 2 of this Decree; and, specifically, have no right by conveyance, prescription, estoppel, license, permission or otherwise to use any part of Complainants' property for any purpose whatsoever.


6. Complainants' request for an injunction is denied at this time, subject to their right to institute such further proceedings as may hereafter become necessary or proper to enforce the rights determined by this Decree, as authorized by Section 3-412 of the Maryland Uniform Declaratory Judgments Act or otherwise.

7. Complainants shall pay the costs of this proceeding.


JUDGE

Approved for passage:


John W. Sause, Jr.
Attorney for Complainants


Michael R. Foster
Attorney for John S. Robinson
and Virginia R. Robinson

1970 SEP 30 PM 4:20
HARRIS COUNTY

IN THE MATTER OF THE APPLICATION * In the Circuit Court
 OF WILLIAM MCKENNEY, JR., MARJORIE *
 M. SLAYSMAN, JAYNE MCKENNEY *
 MEREDITH, and HOWARD WOOD, Personal * for
 Representative of the ESTATE OF *
 MARIA M. MCKENNEY, DECEASED, FOR * Queen Anne's County
 DECREE AUTHORIZING SALE OF PROPERTY *
 NOW SUBJECT TO AN ESTATE FOR LIFE *
 AND VESTED AND CONTINGENT * In Equity No. 6773
 REMAINDERS *
 * * * * *

The Application of William McKenney, Jr., Marjorie M. Slaysman, Jayne McKenney Meredith and Howard Wood, Personal Representative of the Estate of Maria M. McKenney, deceased, Complainants, by David C. Bryan, their attorney, under Section 14-110 of the Real Property Article of the Annotated Code of Maryland, respectfully shows that:

1. At the time of her death in 1940, Maria M. McKenney held the power to dispose, by last will and testament, of the corpus of a trust established by the Will of her Father, William McKenney, all as will more fully appear by reference to the proceedings of this Court in Chancery Cause No. 2120, which are recorded in Extenso Liber W.F.W. 3, folio 1 et seq. The trust there established for Maria M. McKenney was, at the time of her death, being administered under the jurisdiction of this Court, as will more fully appear by reference to the proceedings in Chancery Cause No. 2121.

2. Among the assets of the trust in said Chancery Cause No. 2121, was a parcel of land in the Town of Centreville, Queen Anne's County, Maryland, known and hereafter referred to as "the McKenney Office Property", which is more particularly described as Parcel No. 54, and by plat and survey recorded in Extenso Liber W.F.W. 3, folios 156 and 157.

3. By Item One of her Last Will and Testament, admitted to probate in the Orphans' Court for Queen Anne's County on May 21, 1940, and recorded among the Will Records of that Court in Liber N.S.D. 1, folio 167, Maria M. McKenney exercised the power of appointment referred to in Paragraph 1 of this Application, as will more fully appear by reference to a certified copy of that Will, marked "Exhibit A" and attached to as a part of this Application.

4. Complainant William McKenney, Jr., is the person named as the life tenant in Item One of Exhibit A; and Complainants Marjorie M. Slaysman and Jayne McKenney Meredith are the only children of William McKenney, Jr.

5. John McKenney, named in Item One of Exhibit A as "my nephew", died on July 26, 1968, and by his Last Will and Testament devised all of his property to his sister, Maria M. McKenney. The person named in this Paragraph 5 as the sister of John McKenney is the same person who is named as "my niece" in Item One of Exhibit A; and she is hereafter referred to in this Application as "Maria M. McKenney II" in order to distinguish her from the person referred to in Paragraphs 1 and 3 hereof. A certified copy of the Will of John McKenney, which was admitted to probate in the Orphans' Court for Queen Anne's County and recorded in Wills Record Liber D.E.C. 1, folio 284, is marked "Exhibit B" and attached to as a part of this Application.

6. Maria M. McKenney II died on August 13, 1975, and by her Last Will and Testament appointed Howard Wood to be her personal representative. A certified copy of the Will of Maria M. McKenney II, which was admitted to probate in the Orphans' Court for Queen Anne's County and recorded in Wills Record Liber M.E.W. 2, folio 25, is marked "Exhibit C" and attached to as part of this Application.

7. The said Howard Wood qualified as Personal Representative of the Estate of Maria M. McKenney II, being No. 4535 in the Orphans' Court for said Queen Anne's County, and has heretofore submitted a final account in those proceedings, which account was approved, ratified and confirmed by the Orphans' Court for Queen Anne's County on August 24, 1976. No inventory or distribution was made of any interest of Maria M. McKenney, II, in the McKenney Office Property. The appointment of Howard Wood as personal representative has not been terminated in accordance with §10-101 of the Estates and Trusts Article of the Annotated Code of Maryland, and he joins in this proceeding in that capacity.

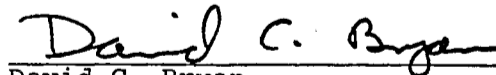
8. On September 24, 1980, the Complainants entered into an Agreement with Permelia D. Nelson, a copy of which, marked "Exhibit D", is attached to as a part of this Application. As will there more fully appear, Complainants have agreed that the sale of the McKenney Office Property is advantageous to all parties concerned with such property.

9. Complainants believe and aver that a sale of the McKenney Office Property, on the terms and conditions set forth in Exhibit D, will be advantageous to the parties concerned with such property.

10. All persons who would be entitled to the McKenney Office Property if the contingency contained in Item One of Exhibit A (such contingency being the death of William McKenney, Jr.) had happened, are named as parties in this proceeding.

WHEREFORE, Complainants pray that this Court pass its Decree authorizing sale of the McKenney Office Property to Permelia D. Nelson, in accordance with Section 14-110 of the Real Property Article of the Annotated Code of Maryland and the terms and conditions of sale set forth in Exhibit D; directing the investment of the proceeds of the sale to inure to the use of the same parties who would be entitled to it; and granting such other and further relief as the nature of the cause may require.

AND, as in duty bound, etc.



David C. Bryan
Attorney for Complainants
111 Lawyers Row
Centreville, Maryland 21617

Telephone: 301-758-1643

I, Maria M. McKenney, of Queen Anne's County, State of Maryland, being of sound and disposing mind, memory and understanding, do make, publish and declare this to be my last will and testament, in manner following, that is to say:

I give, devise and bequeath all my estate and property and also all the estate and property over which I have the power of disposition and appointment by will under the terms and provisions of the last will and testament of my father, William McKenney, late of Queen Anne's County aforesaid, deceased, bearing date the 12th day of May, 1883, and the codicils thereto, duly admitted to probate by the Orphans' Court of Queen Anne's County aforesaid and recorded in Liber F. R. No. 2, folios 29, etc., a will record book for Queen Anne's County aforesaid, hereby exercising, by this my last will and testament, the said power of disposition and appointment given to and conferred upon me by the said last will and testament of my said father, William McKenney, deceased, as follows:

ITEM ONE. I do hereby give and devise to my nephew, William McKenney, Junior, for and during the term of his, the said William McKenney, Junior's, natural life and no longer, the lot or parcel of land improved by the brick office building and known as "Parcel No. 54. McKenney Office Property", situate on the east side of Commerce Street, in the town of Centreville, Queen Anne's County, State of Maryland; and from and after the death of my said nephew, William McKenney, Junior, I do hereby give and devise the said lot or parcel of land known as "Parcel No. 54. McKenney Office Property" to the child or children of my said nephew, William McKenney, Junior, living at the time of the death of my said nephew, William McKenney, Junior, and to the issue, then living, of any child or children of my said nephew, William McKenney, Junior, who may then be deceased, as tenants in common, in fee simple, the issue of any said deceased children to take, per stirpes and not per capita, only the share or respective shares which the parent or respective parents, if living, would have taken; and in the event my said nephew, William McKenney, Junior, should die without leaving any child or children or any issue of any deceased child or children living at the time of his death, then from and after the death of my said nephew, William McKenney, Junior, so dying without leaving any child or children or any issue of any deceased child or children living at the time of his death, I do hereby give and devise the said lot or parcel of land known as "Parcel No. 54 McKenney Office Property" to my nephew, John McKenney, and my niece, Maria M. McKenney, as tenants in common, in fee simple. The aforesaid lot or parcel of land known as "Parcel No. 54. McKenney Office Property" is the same lot or parcel of land designated and described as "Parcel No. 54. McKenney Office Property" in the Report and Return of the Commissioners appointed to value, divide and allot certain real estate and personal property of which my father, William McKenney, died seized and possessed, filed in Cause No. 2120 in the Circuit Court for Queen Anne's County in Equity, and is one of the parcels of real estate now held in trust for my benefit and over which I have the power of disposition by will given to and conferred upon me by the said last will and testament of my said father, William McKenney, deceased.

ITEM TWO. I do hereby give and devise to my nephew, John McKenney, in fee simple, the tract of land or farm known as "Parcel No. 5, Bowen Farm", situate in the Third Election District of Queen Anne's County, State of Maryland, on both sides of the public road leading through Spaniard's Neck parallel to Chester River and containing 270.856 acres of land, more or less. The aforesaid tract of land or farm known as "Parcel No. 5. Bowen Farm" is the same tract of land or farm designated and described as "Parcel No. 5 Bowen Farm" in the aforesaid Report

and Return of the Commissioners filed in said Cause No. 2120, and is one of the parcels of real estate now held in trust for my benefit and over which I have the power of disposition by will given to and conferred upon me by the said last will and testament of my said father, William McKenney, deceased.

ITEM THREE. I do hereby give and devise to my nephew, John McKenney, and my niece, Maria M. McKenney, as tenants in common, in fee simple, the lot or parcel of land improved by the store building and known as "Parcel No. 56. Store Property", situate on the east side of Commerce Street, in the town of Centreville, Queen Anne's County, State of Maryland. The aforesaid lot or parcel of land known as "Parcel No. 56. Store Property" is the same lot or parcel of land designated and described as "Parcel No. 56. Store Property" in the aforesaid Report and Return of the Commissioners filed in said Cause No. 2120, and is one of the parcels of real estate now held in trust for my benefit and over which I have the power of disposition by will given to and conferred upon me by the said last will and testament of my said father, William McKenney, deceased.

ITEM FOUR. I do hereby give and devise to my nephew, John McKenney, and my niece, Maria M. McKenney, as tenants in common, in fee simple, the lot or parcel of land improved by a frame dwelling house and known as "Parcel No. 60 Forman Property", situate, lying and being on the corner of Liberty Street and Godwin's Lane, in the town of Centreville, in the Third Election District of Queen Anne's County, State of Maryland. The aforesaid lot or parcel of land known as "Parcel No. 60. Forman Property" is the same lot or parcel of land designated and described as "Parcel No. 60. Forman Property" in the aforesaid Report and Return of the Commissioners filed in said Cause No. 2120, and is one of the parcels of real estate now held in trust for my benefit and over which I have the power of disposition by will given to and conferred upon me by the said last will and testament of my said father, William McKenney, deceased.

ITEM FIVE. I do hereby give and devise to my cousin, Mary Anne Tilghman, for and during the term of her, the said Mary Anne Tilghman's, natural life and no longer, the lot or parcel of land improved by the new frame dwelling house and known as "Parcel No. 58. Julianna Harper Property", situate on the west side of Commerce Street, in the town of Centreville, Queen Anne's County, State of Maryland; and from and after the death of my said cousin, Mary Anne Tilghman, I do hereby give and devise the said lot or parcel of land known as "Parcel No. 58 Julianna Harper Property" to my cousin, William McKenney Tilghman, for and during the term of his, the said William McKenney Tilghman's, natural life and no longer, should he, the said William McKenney Tilghman, survive my said cousin, Mary Anne Tilghman; and upon the death of my said cousin, William McKenney Tilghman, or upon the death of my said cousin, Mary Anne Tilghman, should my said cousin, William McKenney Tilghman, predecease her, the said Mary Anne Tilghman, I do hereby give and devise the said lot or parcel of land known as "Parcel No. 58. Julianna Harper Property", as follows, that is to say:

(1) I do hereby give and devise an undivided one-third interest of, in and to said lot or parcel of land to my nephew, William McKenney, Junior, absolutely and in fee simple.

(2) I do hereby give and devise an undivided one-third interest of, in and to said lot or parcel of land to my nephew, John McKenney, absolutely and in fee simple.

(3) I do hereby give and devise an undivided one-third interest of, in and to said lot or parcel of land to my niece, Maria M. McKenney.

-B-

The aforesaid lot or parcel of land known as "Parcel No. 58. Julianna Harper Property" is the same lot or parcel of land designated and described as "Parcel No. 58. Julianna Harper Property" in the aforesaid Report and Return of the Commissioners filed in said Cause No. 2120, and is one of the parcels of real estate now held in trust for my benefit and over which I have the power of disposition by will given to and conferred upon me by the said last will and testament of my said father, William McKenney, deceased.

ITEM SIX. Certain funds having come into the hands of the Trustees of the trust created for my benefit by the said last will and testament of my said father, William McKenney, deceased, by reason of the sale of certain woodleaf located on certain real estate now held in trust for my benefit, a part of which said funds has been invested in the mortgage from William McKenney, Junior, and Majorie L. McKenney, his wife, to Byron J. Grimes, for the sum of Three Thousand Dollars (\$3,000.00), bearing date the 23rd day of August, 1920, and recorded in Liber J. P. R. No. 5, folios 198, etc., a land record book for Queen Anne's County aforesaid, which said mortgage was, on the 9th day of July, 1926, by mesne assignments duly assigned unto the said Trustees of the trust created for my benefit as aforesaid, I do hereby, in the exercise of the power of disposition and appointment given to and conferred upon me by the said last will and testament of my said father, William McKenney, deceased, give and bequeath the said mortgage and the sum secured thereby to the said William McKenney, Junior, to the intent that the said William McKenney, Junior, may be released and discharged of and from the payment thereof, and I do hereby direct my Executors hereinafter constituted and appointed to release the said mortgage.

ITEM SEVEN. In the event my individual personal estate is insufficient to pay all my just debts, funeral expenses, the cost of the tombstone mentioned in Item Nine of this my last will and testament and the costs of administration, it is my will and I do hereby direct that so much of the property, real and/or personal, now held in trust for my benefit and over which I have the power of disposition by will given to and conferred upon me by the last will and testament of my said father, William McKenney, deceased, not heretofore specifically devised and bequeathed, as may be necessary for the purpose shall be used to pay said debts, funeral expenses, the cost of said tombstone and said costs of administration. And I do hereby further direct and declare that if any person named in this my said last will and testament and to whose use I have made any devise or bequest or any person claiming through, or under, or in trust for such person, shall at any time dispute the validity of this my said last will and testament and especially the validity of this Item Seven of my said last will and testament, then and in such event, all the dispositions herein contained in favor of said person contesting the validity of this my said last will and testament and especially the validity of this said Item Seven of my said last will and testament shall cease and be void, and all dispositions in favor of said person shall then pass under the residuary clauses of this my said last will and testament.

ITEM EIGHT. All the rest, residue and remainder of the estate and property, real and personal, held in trust for my benefit under the terms and provisions of the said last will and testament of my said father, William McKenney, deceased, and over which I have the power of disposition and appointment by will given to and conferred upon me by said last will and testament of my said father, William McKenney, deceased, I do hereby give, devise and bequeath as follows, that is to say:

(1) I do hereby give, devise and bequeath a two-twelfths part of all the said rest, residue and remainder of the said estate and property, real and personal, so as aforesaid

held in trust for my benefit and over which I have the power of disposition and appointment by will as aforesaid, to my sister, Henrietta McKenney Holton, absolutely and in fee simple.

(2) I do hereby give, devise and bequeath a one-twelfth part of all the said rest, residue and remainder of the said estate and property, real and personal, so as aforesaid held in trust for my benefit and over which I have the power of disposition and appointment by will as aforesaid, to my niece, Susan Mitchell Powell, absolutely and in fee simple.

(3) I do hereby give, devise and bequeath a nine-twelfths part of all the said rest, residue and remainder of the said estate and property, real and personal, so as aforesaid held in trust for my benefit and over which I have the power of disposition and appointment by will as aforesaid, to my nephew, William McKenney, Junior, my nephew, John McKenney, and my niece, Maria M. McKenney, in equal proportions, share and share alike, absolutely and in fee simple.

ITEM NINE. I hereby direct that all my just debts and funeral expenses and the cost of administration upon my estate be paid out of my personal estate if it should be sufficient, otherwise they shall be paid as directed in Item Seven of this my last will and testament. And I do hereby further direct my Executors hereinafter named to purchase and have erected at my grave a tombstone similar in design to the tombstone now standing at heads of the graves of my deceased mother and father, and to pay the cost of the same out of my personal estate if it should be sufficient, otherwise it shall be paid as directed in said Item Seven of this my said last will and testament.

ITEM TEN. I do hereby give and bequeath to my said niece, Maria M. McKenney, all my floor rugs; and I also give and bequeath to my said niece, Maria M. McKenney, all my furniture (except my mahogany arm chair and sewing table) located in the bed room occupied by me in the house in which the family of my late brother, William McKenney, now resides.

ITEM ELEVEN. I do hereby give and bequeath to Majorie McKenney and Jane McKenney, daughters of my said nephew, William McKenney, Junior, my mahogany arm chair, my sewing table and the silver articles on my bureau.

ITEM TWELVE. All the rest, residue and remainder of my personal estate I do hereby give and bequeath as follows, that is to say:

(1) I do hereby give and bequeath a two-twelfths part of all the said rest, residue and remainder of my personal estate to my said sister, Henrietta McKenney Holton, absolutely.

(2) I do hereby give and bequeath a one-twelfth part of all the said rest, residue and remainder of my personal estate to my said niece, Susan Mitchell Powell, absolutely.

(3) I do hereby give and bequeath a nine-twelfths part of all the said rest, residue and remainder of my personal estate to my said nephew, William McKenney, Junior, my said nephew, John McKenney, and my said niece, Maria M. McKenney, in equal proportions, share and share alike, absolutely.

ITEM THIRTEEN. It is my will and I do hereby direct

that if any of the persons to whom I have bequeathed any personal property or devised any real estate or any interest in any real estate by this my last will and testament, shall be owing me in my individual capacity any money at the time of my death, whether by way of note, open account or otherwise, or if my estate shall become liable for any note upon which I may be an endorser for any of said legatees or devisees, the total amount of such indebtedness or the total amount of such liability, as the case may be, including the interest accrued thereon, shall, in the case of a bequest, be charged against and deducted from such bequest so bequeathed to such person, and in the case of a devise of real estate or any interest in any real estate, the total amount of such indebtedness or the total amount of such liability, as the case may be, including the interest accrued thereon, shall be and become a charge on the real estate or any interest in any real estate so devised to such person. It is not, however, my intention to revoke the bequest made by me by Item Six of this my said last will and testament.

ITEM FOURTEEN. -I do hereby constitute and appoint my nephews, William McKenney, Junior, and John McKenney, to be the Executors of this my last will and testament, hereby revoking all other wills and testaments heretofore made by me.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal, this 19th day of February, in the year nineteen hundred and thirty six:

Maria M. McKenney (SEAL)
M

SIGNED, sealed, published and declared by the above named testatrix, Maria M. McKenney, as and for her last will and testament, in the presence of us, who, at her request, in her presence and in the presence of each other, have hereunto subscribed our names as witnesses hereto:

W. P. Harvey
Hilda J. Seward

I, Maria M. McKenney, of Queen Anne's County, State of Maryland, being of sound and disposing mind, memory and understanding, having heretofore made my last will and testament, bearing date the 19th day of February, 1936, which said last will and testament I desire to alter as herein expressed, now therefore I do make, publish and declare this to be a codicil to my said last will and testament, in manner following, that is to say:

ITEM ONE. I do hereby revoke sub-paragraph one (1) of Item Eight of my said last will and testament wherein I did give, devise and bequeath a two-twelfths part of all the rest, residue and remainder of the estate and property, real and personal, held in trust for my benefit and over which I have the power of disposition and appointment by will to my sister, Henrietta McKenney Holton, absolutely and in fee simple. Tho said Henrietta McKenney Holton, having since died, I do now hereby give, devise and bequeath said two-twelfths part of all the said rest, residue and remainder of the estate and property, real and personal, held in trust for my benefit and over which I have the power of disposition and appointment by will as aforesaid, to my nephew, William McKenney, Junior, my nephew, John McKenney, and my niece, Maria M. McKenney, in equal proportions, share and share alike, absolutely and in fee simple, which together with the nine-twelfths given, devised and bequeathed to them by sub-paragraph three (3) of said Item Eight of my said last will and testament will give them eleven-twelfths of said rest, residue and remainder of the estate and property, real and personal, held in trust for my benefit and over which I have the power of disposition and appointment by will as aforesaid.

ITEM TWO. I do hereby revoke sub-paragraph one (1) of Item Twelve of my said last will and testament wherein I did give, and bequeath a two-twelfths part of all the rest, residue and remainder of my personal estate to my said sister, Henrietta McKenney Holton, absolutely. The said Henrietta McKenney Holton, having since died as aforesaid, I do now hereby give and bequeath said two-twelfths part of all the said rest, residue and remainder of my said personal estate to my said nephew, William McKenney, Junior, my said nephew, John McKenney, and my said niece, Maria M. McKenney, in equal proportions, share and share alike, absolutely, which together with the nine-twelfths given and bequeathed to them by sub-paragraph three (3) of said Item Twelve of my said last will and testament will give them eleven-twelfths of said rest, residue and remainder of my said personal estate.

ITEM THREE. I do hereby ratify and confirm my said last will and testament, so as aforesaid bearing date the 19th day of February, 1936, in all respects except as herein altered or modified by this codicil.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal, this 30th day of July, 1937:

Maria M. McKenney (SEAL)

SIGNED, sealed, published and declared by the above named testatrix, Maria M. McKenney, as and for a codicil to her last will and testament, bearing date the 19th day of February, 1936, in the presence of us, who, at her request, in her presence and in the presence of each other have hereunto subscribed our names as witnesses hereto:

W. P. Horney
Kilda T. Seward

I, Maria M. McKenney, of Queen Anne's County, State of Maryland, being of sound and disposing mind, memory and understanding, having heretofore made my last will and testament, bearing date the 19th day of February, 1936, and a codicil thereto, bearing date the 30th day of July, 1937, which said last will and testament and codicil I desire to alter as herein expressed, now therefore I do make, publish and declare this to be a second codicil to my said last will and testament, in manner following, that is to say:

ITEM ONE. I do hereby alter and modify Item Five of my said last will and testament to read as follows, that is to say: I do hereby give and devise to my cousin, Mary Anne Tilghman, for and during the term of her, the said Mary Anne Tilghman's, natural life and no longer, the lot or parcel of land improved by a frame dwelling house and known as "Parcel No. 58. Julianna Harper Property", situate on the west side of Commerce Street, in the town of Centreville, Queen Anne's County, State of Maryland; and from and after the death of my said cousin, Mary Anne Tilghman, I do hereby give and devise said lot or parcel of land known as "Parcel No. 58. Julianna Harper Property", as follows, that is to say:

(1) I do hereby give and devise an undivided one-half interest of, in and to said lot or parcel of land to Hannah K. Willson (better known as Peggy Willson), absolutely and in fee simple.

(2) I do hereby give and devise an undivided one-half interest of, in and to said lot or parcel of land to my niece, Maria M. McKenney, absolutely and in fee simple.

The aforesaid lot or parcel of land known as "Parcel No. 58. Julianna Harper Property" is the same lot or parcel of land designated and described as "Parcel No. 58. Julianna Harpor Property" in the aforesaid Report and Return of the Commissioners filed in said Cause No. 2120, and is one of the parcels of real estate now held in trust for my benefit and over which I have the power of disposition by will given to and conferred upon me by the said last will and testament of my said father, William McKenney, deceased.

ITEM TWO. I do hereby revoke Item One of the first codicil to my said last will and testament in its entirety, and I do hereby alter and modify Item Eight of my said last will and testament to read as follows, that is to say: all the rest, residue and remainder of the estate and property, real and personal, held in trust for my benefit under the terms and provisions of the said last will and testament of my said father, William McKenney, deceased, and over which I have the power of disposition and appointment by will given to and conferred upon me by said last will and testament of my said father, William McKenney, deceased, I do hereby give, devise and bequeath as follows, that is to say:

(1) I do hereby give, devise and bequeath three-thirty sixths parts of all the said rest, residue and remainder of the said estate and property, real and personal, so as aforesaid held in trust for my benefit and over which I have the power of disposition and appointment by will as aforesaid, to my niece, Susan Mitchell Powell, absolutely and in fee simple.

(2) I do hereby give, devise and bequeath eleven-thirty sixths parts of all the said rest, residue and remainder of the said estate and property, real and personal, so as aforesaid held in trust for my benefit and over which I have the power of disposition and appointment by will as aforesaid, to Majorie McKenney Slaysman and Jane McKenney, daughters of my said nephew, William McKenney, Junior, as tenants in common, absolutely and in fee simple.

(3) I do hereby give, devise and bequeath eleven-thirty sixths parts of all the said rest, residue and remainder of the said estate and property, real and personal, so as aforesaid held in trust for my benefit and over which I have the power of disposition and appointment by will as aforesaid, to my nephew, John McKenney, absolutely and in fee simple.

(4) I do hereby give, devise and bequeath eleven-thirty sixths parts of all the said rest, residue and remainder of the said estate and property, real and personal, so as aforesaid held in trust for my benefit and over which I have the power of disposition and appointment by will as aforesaid, to my said niece, Maria M. McKenney, absolutely and in fee simple.

ITEM THREE. I do hereby revoke Item Two of the first codicil to my said last will and testament in its entirety, and I do hereby alter and modify Item Twelve of my said last will and testament to read as follows, that is to say: all the rest, residue and remainder of my personal estate I do hereby give and bequeath as follows, that is to say:

(1) I do hereby give and bequeath three-thirty sixths parts of all the said rest, residue and remainder of my personal estate to my said niece, Susan Mitchell Powell, absolutely.

(2) I do hereby give and bequeath eleven-thirty sixths parts of all the said rest, residue and remainder of my personal estate to my said greatnieces, Marjorie McKenney Slaysman and Jane McKenney, in equal proportions, share and share alike, absolutely.

(3) I do hereby give and bequeath eleven-thirty sixths parts of all the said rest, residue and remainder of my personal estate to my said nephew, John McKenney, absolutely.

(4) I do hereby give and bequeath eleven-thirty sixths parts of all the said rest, residue and remainder of my personal estate to my said niece, Maria M. McKenney, absolutely.

ITEM FOUR. I do hereby revoke, Item Fourteen of my said last will and testament and in lieu thereof, I do hereby constitute and appoint my said nephew, John McKenney, and my attorney, William R. Horney, to be the Executors of this my last will and testament.

ITEM FIVE. I do hereby ratify and confirm my said last will and testament, so as aforesaid bearing date the 19th day of February, 1936, in all respects except as herein altered or modified by this codicil.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal, this 3rd day of October, 1939:

Maria M. McKenney (SEAL)
M

SIGNED, sealed, published and declared by the above named testatrix, Maria M. McKenney, as and for a second codicil to her last will and testament, bearing date the 19th day of February, 1936, in the presence of us, who, at her request, in her presence, and in the presence of each other, have hereunto subscribed our names as witnesses hereto:

James T. D. [unclear]
Walter T. Seward

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

On the 9th day of May, A. D., 1940, came William R. Horney, Custodian of the within and foregoing instruments of writing, purporting to be the last will and testament, the first codicil to said last will and testament and the second codicil to the said last will and testament of Maria M. McKenney, late of Queen Anne's County, deceased, and made oath in due form of law that the foregoing instruments of writing are the true and whole Will and first and second Codicils thereto of said deceased, that have come to his hand and possession, and that he does not know nor has he heard of any other Will or Codicil to any Will and that he received the said paper writings from Lock Box # 5 in the Centreville National Bank of Maryland, leased by the said Maria M. McKenney and held by her at the time of her death on the 2nd day of May, A. D., 1940.

Sworn before

Norman S. Dudley
 Register of Wills of Queen Anne's County
 Maryland.

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

On the 21st day of May, 1940 came William R. Horney and Hilda T. Seward, the two subscribing witnesses to the foregoing last Will and Testament of Maria M. McKenney, late of Queen Anne's County, deceased, and made oath in due form of law, that they did see the Testatrix sign and seal said Will; that they heard her publish, pronounce and declare the same to be her last Will and Testament and at the time of her so doing she was to the best of their apprehensions of sound and disposing mind, memory and understanding; and that they together with each other subscribed their names as witnesses to said Will at her request, in her presence and in the presence of each other.

Sworn in open court
 Test:

Norman S. Dudley
 Register of Wills of Queen Anne's County,
 Maryland.

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

On the 21st day of May, 1940, came William R. Horney and Hilda T. Seward, the two subscribing witnesses to the First Codicil to the last Will and Testament of Maria M. McKenney, late of Queen Anne's County, deceased, and made oath in due form of law, that they did see the Testatrix sign and seal said First Codicil to the said last Will and Testament; that they heard her publish, pronounce and declare the same to be a First Codicil to her said last Will and Testament and at the time of her so doing she was to the best of their apprehensions of sound and disposing mind, memory and understanding; and that they together with each other subscribed their names as witnesses to said First Codicil to the said last Will and Testament at her request, in her presence and in the presence of each other.

Sworn in open Court
Test:

Norman J. Dudley
Register of Wills of Queen Anne's County,
Maryland.

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

On the 21st day of May, 1940, came Henry T. Deaver and Hilda T. Seward, the two subscribing witnesses to the Second Codicil to the last Will and Testament of Maria M. McKenney, late of Queen Anne's County, deceased, and made oath in due form of law, that they did see the Testatrix sign and seal said Second Codicil to the said last Will and Testament; that they heard her publish, pronounce and declare the same to be a Second Codicil to her said last Will and Testament and at the time of her so doing she was to the best of their apprehensions of sound and disposing mind, memory and understanding; and that they together with each other subscribed their names as witnesses to said Second Codicil to the said last Will and Testament at her request, in her presence and in the presence of each other.

Sworn in open court
Test:

Norman J. Dudley
Register of Wills of Queen Anne's County,
Maryland.

STATE OF MARYLAND,
IN THE ORPHANS' COURT
FOR QUEEN ANNE'S COUNTY;

The foregoing Instruments of Writing purporting to be the last Will and Testament together with a First and Second Codicil thereto attached of MARIA M. MCKENNEY, late of Queen Anne's County, deceased, having been exhibited for probate, and no objection thereto having been made, although notice according to law, appears to have been given to the next relations of said deceased, the Court, after having examined the said Instruments of Writing and also the evidence adduced as to their validity, ORDERS AND DECREES, this 21st day of May, A. D., 1940, that the said last Will and Testament together with a First and Second Codicil thereto attached, be admitted in this Court as the true and genuine last Will and Testament together with a First and Second Codicil thereto attached of the said MARIA M. MCKENNEY, DECEASED.

Henry C. Boward

J. Dilgman Bishop

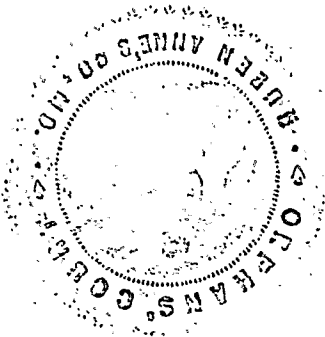
Harry B. Moore

Judges of the Orphans' Court of
Queen Anne's County, Maryland.

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

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and foregoing is a true copy of Last Will and Testament, First and Second Codicils of
MARIA M. MCKENNEY, late of Queen Anne's County, deceased

_____ May 9, 1940
as filed and passed in this office on May 21, 1940
and recorded in Liber N.S.D. No. 1 Folio 167
in Record Book of Wills
in the Orphans' Court for Queen Anne's County, Maryland.



IN TESTIMONY WHEREOF I hereunto subscribe my
name and affix the seal of my office this 20th
day of October 1940.

Madlyn E. Wooters
Register of Wills for Queen Anne's County, Maryland

I, JOHN MCKENNEY, of Queen Anne's County, in the State of Maryland, being of sound mind and memory, do hereby make, publish and declare this as and for my last will and testament, hereby revoking all other wills by me made.

FIRST: After the payment of all my just debts and funeral expenses, I give, devise and bequeath unto my sister, Maria M. McKenney, all of my estate and property, real and personal, of every kind and description and wheresoever situate, if she survives me.

SECOND: If my sister, Maria M. McKenney, does not survive me, I give, devise and bequeath my said estate and property as follows:

(a) I give and bequeath the sum of Twenty-five Hundred Dollars (\$2500.00) to each of my present employees, John Tilghman and Edna Tilghman, his wife, if they both survive me; and in the event that only one of them predeceases me, I give and bequeath the sum of Five Thousand Dollars (\$5,000.00) to the survivor of them.

(b) I give and bequeath the sum of Fifty thousand Dollars (\$50,000.00) to my first cousin Susan Mitchell Powell, of Centreville, Maryland, for the term of her natural life, with full, absolute and unqualified power unto her the said Susan Mitchell Powell to consume and dispose of the same or any part thereof absolutely for any purpose; and upon her death I give, devise and bequeath the remainder of said sum and its reinvestments unto Vestry of St. Paul's Parish, a religious corporation of Centreville, Maryland, absolutely and in fee simple.

(c) All the rest residue and remainder of my said estate and property I give, devise and bequeath unto Vestry of St. Paul's Parish, a religious corporation as aforesaid, absolutely and in fee simple.

THIRD: I hereby nominate, constitute and appoint my sister, Maria M. McKenney to be the Executrix of this my Last Will and Testament; provided that if my said sister should predecease me or for any other reason fail to qualify as my Executrix, or having qualified cease to act as such, I hereby nominate, constitute and appoint my attorney, Howard Wood, of Centreville, Maryland, to be the Executor of this my Last Will and Testament. I direct that my Executrix and my Executor shall be excused from the necessity of giving bond for the performance of her or his duties as such in every jurisdiction. I hereby further direct that my Executrix and my Executor shall each have the right and power to sell any part or all of my estate and property of every kind during the course of administration of my estate, without application to any court, for any purpose, upon such terms and in such manner, either at public or private sale, as she or he may deem best, and without the necessity of any purchaser looking to the application of the purchase money.

FOURTH: I direct my Executrix and my Executor to pay from my residuary estate all estate, inheritance, succession and other similar taxes and interest and penalties thereon which may be assessed in any jurisdiction by reason of my death, whether or not the property with respect to which the same shall be assessed shall pass under this my Will and whether such taxes be payable by my estate or by any recipient of such property, and I direct that the same be paid as part of the expenses of administration of my estate with no right of reimbursement from any recipient of any such property.

IN TESTIMONY WHEREOF, I do hereunto subscribe my name
and affix my seal this 9th day of July, 1962.

John McKenney (SEAL)

SIGNED, SEALED, PUBLISHED, PRONOUNCED
AND DECLARED by the above named test-
ator John McKenney as and for his last
will and testament, in the presence, of us,
who, at his request and in his presence,
and the presence of each other have
hereunto, subscribed our names as
witnesses.

Beverly C. Larrimore

Auntie Boyd

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

On the 30th day of July A. D., 1968, came
Maria M. McKenney, Centreville, Maryland, Custodian of the within and
 foregoing instrument of writing, purporting to be the last Will and Testament of _____
JOHN MCKENNEY, late of Queen Anne's County, deceased,
 and made oath in due form of law, that the foregoing is the true and whole Will of said deceased,
 that has come to her hand and possession, and that she does not know nor has she
 heard of any other and that she received the same from the office of the Register of Wills
 of Queen Anne's County, on 7/30/68, where the same had been filed for safe-
 keeping
 on ~~or about~~ the 9th day of July A. D., 1962.

Sworn before

Dorothy E. Connolly
 Register of Wills of Queen Anne's County, Md.

IN THE MATTER OF THE ESTATE
OF
JOHN MCKENNEY, DECEASED

*
*
*
*
*

In the Orphans' Court of
Queen Anne's County
No. 4020

ORDER OF COURT

ORDERED, this *6th* day of *August*, 1968, by the Orphans' Court of Queen Anne's County, Maryland, that the Register of Wills of said County is hereby directed to cause to be made a photostat copy of the Will of John McKenney, deceased, which has been filed for probate in this Court and thereupon to forward said photostat copy by registered-mail to Samuel F. Keil, Esq., Keil and Keil, 200 West 9th Street, Wilmington, Delaware, 19801, a Notary Public of the State of Delaware, in and for New Castle County, an officer authorized by the laws of Maryland to take acknowledgments of deeds, which said officer may examine and take the deposition of Anita Boyd and of Beverly C. Comegys, formerly Beverly C. Larrimore, the witnesses to said Will, and make return to the said Register of Wills; provided that before the original Will is taken from the office of the Register of Wills for the purpose of having such a photostat copy made, there shall first be made and filed among the records of this Court a copy of said Will, duly certified under the seal of this Court.

Benj. L. Coppage

Herbert J. Roe

Edgar E. Walker

Judges of the Orphans' Court of
Queen Anne's County

I, JOHN MCKENNEY, of Queen Anne's County, in the State of Maryland, being of sound mind and memory, do hereby make, publish and declare this as and for my last will and testament, hereby revoking all other wills by me made.

FIRST: After the payment of all my just debts and funeral expenses, I give, devise and bequeath unto my sister, Maria M. McKenney, all of my estate and property, real and personal, of every kind and description and wheresoever situate, if she survives me.

SECOND: If my sister, Maria M. McKenney, does not survive me, I give, devise and bequeath my said estate and property as follows:

(a) I give and bequeath the sum of Twenty-five Hundred Dollars (\$2500.00) to each of my present employees, John Tilghman and Edna Tilghman, his wife, if they both survive me; and in the event that only one of them predeceases me, I give and bequeath the sum of Five Thousand Dollars (\$5,000.00) to the survivor of them.

(b) I give and bequeath the sum of Fifty thousand Dollars (\$50,000.00) to my first cousin Susan Mitchell Powell, of Centreville, Maryland, for the term of her natural life, with full, absolute and unqualified power unto her the said Susan Mitchell Powell to consume and dispose of the same or any part thereof absolutely for any purpose; and upon her death I give, devise and bequeath the remainder of said sum and its reinvestments unto Vestry of St. Paul's Parish, a religious corporation of Centreville, Maryland, absolutely and in fee simple.

(c) All the rest residue and remainder of my said estate and property I give, devise and bequeath unto Vestry of St. Paul's Parish, a religious corporation as aforesaid, absolutely and in fee simple.

THIRD: I hereby nominate, constitute and appoint my sister, Maria M. McKenney to be the Executrix of this my Last Will and Testament; provided that if my said sister should predecease me or for any other reason fail to qualify as my Executrix, or having qualified cease to act as such, I hereby nominate, constitute and appoint my attorney, Howard Wood, of Centreville, Maryland, to be the Executor of this my Last Will and Testament. I direct that my Executrix and my Executor shall be excused from the necessity of giving bond for the performance of her or his duties as such in every jurisdiction. I hereby further direct that my Executrix and my Executor shall each have the right and power to sell any part or all of my estate and property of every kind during the course of administration of my estate, without application to any court, for any purpose, upon such terms and in such manner, either at public or private sale, as she or he may deem best, and without the necessity of any purchaser looking to the application of the purchase money.

FOURTH: I direct my Executrix and my Executor to pay from my residuary estate all estate, inheritance, succession and other similar taxes and interest and penalties thereon which may be assessed in any jurisdiction by reason of my death, whether or not the property with respect to which the same shall be assessed shall pass under this my Will and whether such taxes be payable by my estate or by any recipient of such property, and I direct that the same be paid as part of the expenses of administration of my estate with no right of reimbursement from any recipient of any such property.

IN TESTIMONY WHEREOF, I do hereunto subscribe my name
and affix my seal this 9th day of July, 1962.

John McKenney (SEAL)

SIGNED, SEALED, PUBLISHED, PRONOUNCED
AND DECLARED by the above named test-
ator John McKenney as and for his last
will and testament, in the presence, of us,
who, at his request and in his presence,
and the presence of each other have
hereunto, subscribed our names as
witnesses.

Beverly C. Lawrence

Antonia Boyd

12 Ab: 746

IN THE MATTER OF THE ESTATE
OF
JOHN MCKENNEY, DECEASED

* In the Orphans' Court of
* Queen Anne's County
* No. 4020
*

ORDER OF COURT

ORDERED, this 6th day of August, 1968, by the Orphans' Court of Queen Anne's County, Maryland, that the Register of Wills of said County is hereby directed to cause to be made a photostat copy of the Will of John McKenney, deceased, which has been filed for probate in this Court and thereupon to forward said photostat copy by registered mail to Samuel F. Keil, Esq., Keil and Keil, 200 West 9th Street, Wilmington, Delaware, 19801, a Notary Public of the State of Delaware, in and for New Castle County, an officer authorized by the laws of Maryland to take acknowledgments of deeds, which said officer may examine and take the deposition of Anita Boyd and of Beverly C. Comegys, formerly Beverly C. Larrimore, the witnesses to said Will, and make return to the said Register of Wills; provided that before the original Will is taken from the office of the Register of Wills for the purpose of having such a photostat copy made, there shall first be made and filed among the records of this Court a copy of said Will, duly certified under the seal of this Court.

Benj. L. Coppage

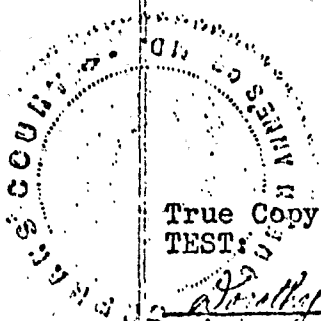
Herbert T. Roe

Edgar E. Walls Sr

Judges of the Orphans' Court of
Queen Anne's County

True Copy:
TEST:

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



In the Matter of the Probate of
the Last Will and Testament

of

JOHN MCKENNEY, late of Queen Anne's
County, Maryland, deceased

IN THE ORPHANS' COURT

OF

QUEEN ANNE'S COUNTY

NO. 4020

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

To: Samuel F. Keil, Esq.
Keil and Keil
200 West 9th Street
Wilmington, Delaware 19801
Notary Public of the State of Delaware

GREETINGS:

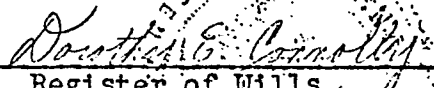
Enclosed herewith, pursuant to an Order of the Orphans' Court of Queen Anne's County, dated the 6th day of August, 1968, is a photostatic copy of the Last Will and Testament of JOHN MCKENNEY, late of Queen Anne's County, Maryland, deceased. You are hereby authorized and empowered to cause to appear before you, Mrs. Walter J. Comegys, formerly Beverly C. Larrimore, 109 C. Martin Lane Monroe Park Apts. Wilmington, Delaware 19807, one of the subscribing witnesses to the said Will, and to administer to the said witness the following oath:

" In the presence of Almighty God, you do solemnly promise and declare that you will answer such questions as may be asked you as a subscribing witness to the Last Will and Testament of JOHN MCKENNEY, late of Queen Anne's County, Maryland, deceased".

You will then propound to the said witness the interrogatories hereto attached and record the answers of the said witness after each interrogatory.

And, having done so, you are to certify the same under your hand and seal, and forward the same with this commission, to the Register of Wills of Queen Anne's County, Centreville, Maryland.

Given under my hand and seal this 6th day of August, 1968.


Register of Wills

In the Matter of the Probate of
the Last Will and Testament

of

JOHN MCKENNEY, late of Queen
Anne's County, Maryland, deceased

1. Q. Are you a subscribing witness to this paper (exhibiting it) purporting to be the last Will and Testament of JOHN MCKENNEY, late of Queen Anne's County, Maryland, deceased?

A. Yes

2. Q. Did you see the Testator sign and seal said Will?

A. Yes

3. Q. Did you hear him declare it to be his Last Will and Testament?

A. Yes

4. Q. Was he, in your opinion, at the time of so doing, of sound and disposing mind, memory and understanding?

A. Yes

5. Q. Did you, together with Miss Anita Boyd, subscribe your name as witness to the said Will of JOHN MCKENNEY in his presence, and at his request?

A. Yes.

Beverly C. Larrimore
now known as
Mrs. Walter J. Comegys
Mrs. Walter J. Comegys

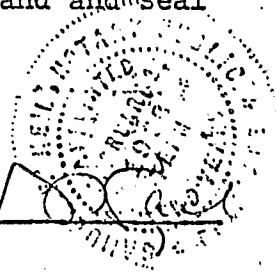
CERTIFICATION OF NOTARY

This is to certify that pursuant to the commission attached hereto, I administered the Oath to the said witness, Mrs. Walter J. Comegys, propounded the interrogatories to her, and recorded the answer after each interrogatory.

In Witness Whereof, I have hereunto set my hand and seal this 9th day of August A. D., 1968.

Cost of taking deposition: \$25.00

[Signature]



Notary Public in and for the
County of New Castle,
State of Delaware

My Commission Expires: Feb. 1, 1970

In the Matter of the Probate of
the Last Will and Testament

of

JOHN MCKENNEY, late of Queen Anne's
County, Maryland, deceased

IN THE ORPHANS' COURT

OF

QUEEN ANNE'S COUNTY

NO. 4020

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

To: Samuel F. Keil, Esq.
Keil and Keil
200 West 9th Street
Wilmington, Delaware 19801
Notary Public of the State of Delaware

GREETINGS:

Enclosed herewith, pursuant to an Order of the Orphans' Court of Queen Anne's County, dated the 6th day of August, 1968, is a photostatic copy of the Last Will and Testament of JOHN MCKENNEY, late of Queen Anne's County, Maryland, deceased. You are hereby authorized and empowered to cause to appear before you, Anita Boyd, 4611 B. Patrician Blvd., Wilmington, Delaware, one of the subscribing witnesses to the said Will, and to administer to the said witness the following oath:

"In the presence of Almighty God, you do solemnly promise and declare that you will answer such questions as may be asked you as a subscribing witness to the Last Will and Testament of JOHN MCKENNEY, late of Queen Anne's County, Maryland, deceased".

You will then propound to the said witness the interrogatories hereto attached and record the answers of the said witness after each interrogatory.

And, having done so, you are to certify the same under your hand and seal, and forward the same with this commission, to the Register of Wills of Queen Anne's County, Centreville, Maryland.

Given under my hand and seal this 6th day of August, 1968:

Dorothy E. Connolly
Register of Wills

In the Matter of the Probate of
the Last Will and Testament

of

JOHN MCKENNEY, late of Queen
Anne's County, Maryland, de-
ceased

1. Q. Are you a subscribing witness to this paper (exhibiting it) purporting to be the last Will and Testament of JOHN MCKENNEY, late of Queen Anne's County, Maryland, deceased?

A. Yes

2. Q. Did you see the Testator sign and seal said Will?

A. Yes

3. Q. Did you hear him declare it to be his Last Will and Testament?

A. Yes

4. Q. Was he, in your opinion, at the time of so doing, of sound and disposing mind, memory and understanding?

A. Yes

5. Q. Did you, together with Mrs. Walter J. Comegys, formerly Beverly C. Larrimore, subscribe your name as witness to the said Will of JOHN MCKENNEY in his presence, and at his request?

A. Yes

Anita Boyd
Anita Boyd

CERTIFICATION OF NOTARY

This is to certify that pursuant to the commission attached hereto, I administered the oath to the said witness, Anita Boyd, propounded the interrogatories to her, and recorded the answer after each interrogatory.

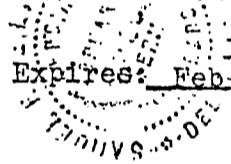
20th In Witness Whereof, I have hereunto set my hand and seal this day of August A.D., 1968.

Cost of taking deposition: \$ 25.00

[Signature]

Notary Public in and for the County of New Castle, State of Delaware.

My Commission Expires: Feb 1 1970.



State of Maryland, In The Orphans' Court For Queen Anne's County:

The foregoing Instrument of Writing, purporting to be the last Will and Testament of
JOHN McKENNEY

late of Queen Anne's County, deceased, having been exhibited for probate, and no objection thereto having been made, although notice according to law, appears to have been given to the next relations of said deceased, the Register of Wills, after having examined the said Instrument of Writing and also the evidence adduced as to its validity, ORDERS and DECREES, this 5th day of September, A. D., 1968, that the same be admitted in this Court as the true and genuine last Will and Testament of the said JOHN McKENNEY deceased.

Form #2

Dorothy T. Conolly
Register of Wills of Queen Anne's County, Md

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

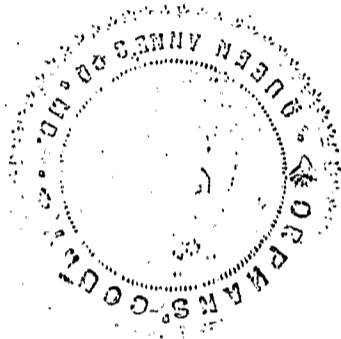
The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and afore-
going is a true copy of Last Will and Testament of JOHN MCKENNEY,
late of Queen Anne's County, deceased

as filed July 30, 1968 and passed in this office on September 5, 1968

and recorded in Liber D.E.C. No. 1 Folio 284

in Record Book of Wills

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



IN TESTIMONY WHEREOF I hereunto subscribe my
name and affix the seal of my office this 20th
day of October 1980.

Madlyn E. Wooster
Register of Wills for Queen Anne's County, Maryland

Maria M. McKenney

I, MARIA M. MCKENNEY, of Queen Anne's County, in the State of Maryland, being of sound mind and memory, do hereby make, publish and declare this as and for my last Will and Testament, hereby revoking all other wills by me made.

FIRST: I give and bequeath the sum of Twenty-five Hundred Dollars (\$2,500.00) to each of my present employees, JOHN TILGHMAN and EDNA TILGHMAN, his wife, if they both survive me; and in the event that only one of them predeceases me, I give and bequeath the sum of Five Thousand Dollars (\$5,000.00) to the survivor of them.

SECOND: I give and bequeath the sum of Fifty Thousand Dollars (\$50,000.00) to my first cousin, NANCY WELSON WRIGHT, (Mrs. W. Leslie Wright) now residing at Aransas Pass, Texas, for the term of her natural life, with full, absolute and unqualified power unto her, the said NANCY WILSON WRIGHT, to consume and dispose of the same or any part thereof, absolutely, for any purpose; upon her death, I give, devise and bequeath the remainder of said sum and its reinvestments, or the whole thereof if my said cousin has predeceased me, as follows: three fifths (3/5) thereof unto ELEANOR POWELL PEREZ, now residing on Outlook Avenue, Colonia, New Jersey, and two fifths (2/5) thereof unto JULIA POWELL TURNER, now residing at 59 Wilshire Drive, Avondale, Georgia, absolutely and in fee simple.

THIRD: All the rest, residue and remainder of my estate and property, I give, devise and bequeath as follows:

1. Unto QUEEN ANNE'S COUNTY HISTORICAL SOCIETY, a non-stock, non-profit, Maryland corporation, having its principal office at Centreville, Maryland, I give and bequeath my sideboard,

EXHIBIT C

yellow wing chair, candle stand, Baltimore card table, card table with reeded legs, the chest of drawers now in my living room, another chest of drawers which I have marked with the name of said society and five (5) Paca chairs, absolutely, and in addition, the proceeds of sale of the remainder of my furniture, furnishings and other chattels hereinafter directed to be sold at auction, provided, however, and I hereby direct that to the extent of Five Thousand Dollars (\$5,000.00) thereof, this bequest of proceeds shall be held and applied insofar as necessary for the perpetual care in good order and condition of the McKenney (and Goldsborough) family graveyard at the Mill Farm near Centreville, Maryland, any excess income from the funds so held not required for the care of the graveyard in the year earned to be applied to the general purposes of QUEEN ANNE'S COUNTY HISTORICAL SOCIETY.

2. I give and devise unto VESTRY OF ST. PAUL'S PARISH, a religious corporation, of Centreville, Maryland, in fee simple, any real estate of mine remaining after satisfaction of the above bequests, or the remaining net proceeds of sale thereof.

3. I hereby request that my Executor, hereinafter named, dispose of certain designated articles of personal property owned by me to such persons as I have made known to him by a memorandum of mine in his possession. I recognize that this request is not legally binding and does not in any way qualify the disposition made by this, my last Will and Testament.

4. All the rest, residue and remainder of my said estate and property, I give and bequeath as follows:

A. One-half (1/2) thereof unto the abovementioned QUEEN ANNE'S COUNTY HISTORICAL SOCIETY, absolutely.

B. One-half (1/2) thereof unto the abovementioned VESTRY OF ST. PAUL'S PARISH, absolutely.

Maria M. McKenney

Maria M. McHenry

FOURTH: I hereby nominate, constitute and appoint my attorney, HOWARD WOOD, to be the executor of this, my last Will and Testament; provided that if he should predecease me, or for any other reason fail to qualify as my executor, or having qualified, cease to act as such, I hereby nominate, constitute and appoint my attorney, DAVID C. BRYAN, of Centreville, Maryland, to be the executor of this, my last Will and Testament. I direct that my executor and alternate executor be excused from the necessity of giving bond for the performance of any duties under my will in every jurisdiction. I direct my executor or alternate executor in his sole discretion to destroy all my family pictures and like articles of purely personal value, and also to cause to be destroyed any dogs that I may own at the time of my death. I direct my executor or alternate executor to sell at public auction, or privately, with respect to any article for which the vendor considers that he has not received a sufficient bid at such auction, my personal and household effects, jewelry and automobiles, and all similar tangible personal property not specifically bequeathed or previously mentioned, and I confer power upon such vendor to make said sales without application to any court and without the necessity of any purchaser looking to the application of the purchase money.

FIFTH: I direct my executor and my alternate executor to pay from my residuary estate all estate, inheritance, succession and other similar taxes and interest and penalties thereon which may be assessed in any jurisdiction by reason of my death, whether or not the property with respect to which the same shall be assessed shall pass under this, my Will, and whether such taxes be payable by my estate or by any recipient of such property, and I direct that the same be paid as part of the expenses of administration of my estate with no right of reimbursement from any recipient of any such property.

SIXTH: In order to carry out my intentions expressed in this Will, I hereby confer upon my said executor and alternate executor, full power to sell, convey and assign property of any kind which I may own at the time of my death or which may become part of my estate, real, personal or mixed, without application to any Court, upon any terms, without the necessity of any purchaser looking to the application of the purchase money.

IN TESTIMONY WHEREOF, I do hereunto subscribe my name and affix my seal this 10th day of October, 1968.

Maria M. McKenney (SEAL)
Maria M. McKenney

SIGNED, SEALED, PUBLISHED,
PRONOUNCED and DECLARED by
the above named testatrix,
Maria M. McKenney, as and
for her last Will and Tes-
tament, in the presence of
us, who, at her request and
in her presence, and the
presence of each other,
have hereunto subscribed
our names as witnesses:

*
*
*
*
*
*
*
*
*
*

Lucy Blackinton Residing at Crumpton, Maryland

Jose L. Young Residing at Centreville, Maryland

I, MARIA M. MCKENNEY, of Queen Anne's County, in the State of Maryland, being of sound and disposing mind, memory and understanding, do make, publish and declare this to be the first codicil to my Last Will and Testament which bears date the 10th day of October, 1968, in manner and form following, that is to say:

FIRST: I hereby direct that Item FOURTH of my said Last Will and Testament be amended by deleting the words "DAVID C. BRYAN, of Centreville, Maryland" and substituting for the same, the words "JAMES D. WRIGHT, of Baltimore, Maryland."

SECOND: In all other respects, I republish my said Last Will and Testament, including, but not limited to, the powers and discretions conferred upon my Executor and alternate Executor to the end that James D. Wright shall have the same powers, duties and discretions as those conferred upon David C. Bryan by my will.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal, this 19th day of July, 1974:

Maria M. McKenney (SEAL)
(Maria M. McKenney)

SIGNED, SEALED, PUBLISHED and *
DECLARED, by the above named *
Testatrix, as and for the First *
Codicil to her last Will and *
Testament, dated October 10, *
1968, in the presence of us, *
who, at her request, in her *
presence and in the presence *
of each other, have hereunto *
subscribed our names as *
witnesses hereto: *

Cathy Hegdax Residing at Eye Mills, Md. 21679

Howard Wood Residing at Centreville, Md 21617

IN THE MATTER OF

BEFORE THE REGISTER OF WILLS FOR

Maria M. McKenney
deceased

Queen Anne's County

ADMINISTRATIVE PROBATE ORDER

Upon the foregoing Petition, an appropriate bond having been filed herein, it is this 15th
day of August, 1975;

ORDERED that Howard Wood

be and he is hereby appointed personal representative of the estate of Maria M. McKenney
and further

and Codicil
ORDERED that the Will/accompanying the foregoing Petition be and it is hereby admitted to probate as
the Will of the oforenomed decedent.

Madelyn E. Wooster
Register of Wills

RW 4A

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

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and foregoing is a true copy of Last Will and Testament of MARIA M. MCKENNEY, late
of Queen Anne's County, deceased

as filed and passed in this office on August 15, 1975

and recorded in Liber M. E. W. No. 2 Folio 25

in Record Book of Wills

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

IN TESTIMONY WHEREOF I hereunto subscribe my
name and affix the seal of my office this 20th
day of October 1980.

Madeline E. Wooster
Register of Wills for Queen Anne's County, Maryland



This AGREEMENT is made this 24th day of September, 1980, by and between WILLIAM MCKENNEY, JR., MARJORIE M. SLAYSMAN and JANE M. MEREDITH, hereafter collectively called "Seller", and PERMELIA D. NELSON, hereafter called "Buyer", and

WITNESSES that in consideration of the mutual promises and undertakings hereafter set forth, Seller does hereby bargain and sell unto Buyer, and the latter does hereby purchase from Seller, all of the following described property:

ALL of that property, now known as 128 North Commerce Street, Centreville, Queen Anne's County, Maryland, which is the subject of Item One of the Last Will and Testament of Maria M. McKenney, recorded among the Wills Records of the Orphans' Court for Queen Anne's County in Liber N.S.D. 1, folio 167.

The word "property" as used in this Agreement includes the following: (a) the above-described real property; (b) all improvements on that real property, including all fixtures and other property which by law constitute real property; and (c) all rights, interests and estates of the Seller in or appurtenant to any such property.

The terms and conditions of this Agreement are as follows:

1. Court proceeding. Sellers believe that the terms of this Agreement are advantageous to all parties concerned with the property and agree to institute promptly and diligently prosecute an appropriate proceeding for a final decree authorizing the sale contemplated by this Agreement in accordance with Section 14-110 of the Real Property Article of the Annotated Code of Maryland. Buyer has no responsibility whatsoever for any fees or costs incident to such proceeding. If the Circuit Court for Queen Anne's County refuses to pass such final decree, this Agreement shall be null and void, and the deposit hereafter mentioned returned to Buyer.
2. Price. The full purchase price for the property hereby bargained and sold is Thirty-seven Thousand Five Hundred Dollars (\$37,500.00). A deposit of Thirty-seven Hundred Fifty Dollars (\$3,750.00) of the purchase price has been paid by Buyer, to be applied in accordance with this Agreement and to be held in escrow in the meantime by David C. Bryan, Esquire, Attorney for Seller. Seller acknowledges receipt of the deposit. The balance of Thirty-three Thousand Seven Hundred Fifty Dollars (\$33,750.00) shall be paid to Seller in cash or by certified check at the time of settlement hereafter provided.
3. Settlement. Settlement shall be held at some place in Centreville, Maryland, mutually agreed upon by the parties, on or before forty-five (45) days after the sale has been authorized as provided in Paragraph 1 of this Agreement. Time is of the essence of this Agreement.
4. Title and deed. Upon payment of the unpaid purchase price, Seller or such person(s) as may be designated for the purpose by the Circuit Court for Queen Anne's County shall execute and deliver to Buyer a deed conveying to Buyer good and merchantable fee simple title to the

EXHIBIT D

property, free of liens and encumbrances, except: (a) use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the property is located; (b) publicly recorded easements for public utility purposes; and (c) any other easements which may be observed by an inspection of the property. The deed shall contain covenants of ~~special warranty~~ and further assurances and shall be prepared and recorded at the expense of Buyer.

5. Adjustments, costs, taxes. Rent, taxes and public charges assessed on an annual basis against the property shall be apportioned among the parties as of the date of settlement. Cost of all documentary stamps required by law, recordation tax and transfer tax shall be paid by Buyer.

6. Possession and insurance. The property shall be held at the risk of Seller until the time that legal title is passed. However, Seller shall immediately have the fire and casualty insurance policies now in force on the property so endorsed as to protect both Seller and Buyer, as their interests may appear, and continue such insurance in force during the life of this Agreement. Buyer shall have the right to place whatever additional insurance she may desire at her expense. The existing Lease between the parties to this Agreement shall continue in force during the period when this Agreement is in effect.

7. Realtor. The parties represent to each other that there are no brokers' or other fees or commissions payable to any person by reason of this sale.

8. Breach by Buyer. If after the passage of a final decree as contemplated by Paragraph 1 of this Agreement, Buyer shall fail to make full settlement as herein provided, the deposit referred to in Paragraph 2 shall be forfeited; and no persons shall have any further liability hereunder.

9. Defective title. If, after the passage of a final decree as contemplated by Paragraph 1 of this Agreement, title to the property cannot be conveyed as required by Paragraph 4, Buyer may at her option (a) demand immediate refund of the deposit referred to in Paragraph 2, or (b) extend the date of settlement to a date which is not more than ninety (90) days after the date of settlement referred to in Paragraph 3 in order to allow time within which to remove the cause of inability to convey title. If immediate refund is demanded, or if title cannot be conveyed as required by Paragraph 4 after the expiration of any extension given in accordance with this paragraph, the deposit referred to in Paragraph 2 shall be refunded to Buyer; and after such refund, all obligations of any party hereunder shall cease, and this Agreement shall be null and void for all purposes.

10. Notices. Notice shall be construed to have been given under this Agreement if it is delivered to the other party or if it is mailed by prepaid, certified mail, return receipt requested, to the other party, as follows:

Address of Seller:

c/o David C. Bryan, Esquire
111 Lawyers Row
Centreville, Maryland 21617

Address of Buyer:

114 North Commerce Street
Centreville, Maryland 21617

11. Finality of agreement. This Agreement contains the final and entire agreement between the parties hereto. It is expressly agreed that there are no terms, conditions, warranties or representations (whether oral or written, express or implied) applicable to this Agreement, except those expressly set forth herein. Any terms, conditions, warranties or representations discussed prior to the execution of this Agreement are hereby declared to have been waived, abandoned or considered immaterial to the final understandings herein set forth.

12. Binding effect. This Agreement is binding upon and the benefits hereof shall inure to the parties and their respective heirs, personal representatives, successors and 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.

AS WITNESS in duplicate the hands and seals of Seller and Buyer.

David C. Boyer Witness
William McKenney, Jr. [SEAL]
William McKenney, Jr.

Clarence S. Slayman Witness
Marjorie M. Slayman [SEAL]
Marjorie M. Slayman

David C. Boyer Witness
Jane M. Meredith [SEAL]
Jane M. Meredith

Sellers

Mary Lou Nelson Witness
Permella D. Nelson [SEAL]
Permella D. Nelson

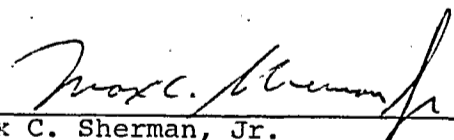
Buyer

IN THE MATTER OF THE APPLICATION	*	In the Circuit Court
OF WILLIAM MCKENNEY, JR.,	*	
MARJORIE M. SLAYSMAN, JAYNE	*	for
MCKENNEY MEREDITH, and HOWARD	*	
WOOD, Personal Representative	*	Queen Anne's County
of the ESTATE OF MARIA M. MCKENNEY,	*	
DECEASED, FOR DECREE AUTHORIZING	*	
SALE OF PROPERTY NOW SUBJECT TO	*	
AN ESTATE FOR LIFE AND VESTED	*	
AND CONTINGENT REMAINDERS	*	In Equity No.
	* * * * *	

APPRAISAL AND AFFIDAVIT

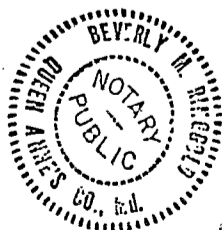
Max C. Sherman, Jr., having been first duly sworn, does depose and say:

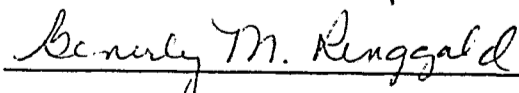
1. That he is and has for many years been a licensed real estate broker in Centreville, Queen Anne's County, Maryland.
2. That he is familiar with the real estate known as "The McKenney Office Property", on Commerce Street, Centreville, Maryland, as described as Parcel No. 54 in The Proceedings to Divide the Estate of William McKenney at judgment in extenso record book W.F.W. No. 3, folio 156 and 157, and has personally inspected said property as a part of this appraisal.
3. That in his opinion, after considering the location, use, condition and other circumstances of this property, and the recent sales of similar property in the vicinity, that the sale price of \$37,500.00 represents the fair market value of said real estate.
4. That the transaction described in the Contract of Sale dated September 24, 1980, and attached as Exhibit D to the Application in the aboved titled matter, is advantageous to the applicants because said real estate has not been modernized or received major repairs for many years and as a result it has deteriorated through use and age to the point of requiring, among other items, a new roof and heating system and extensive painting and repairs. The applicants presently receive a rental of \$90.00 per month which is well below the return they would receive by selling the property and investing the sale proceeds.
5. That this Affiant has no interest in said real estate.



 Max C. Sherman, Jr.

Subscribed and sworn to before me, this 28th day of October, 1980.





 Notary Public
 My Commission Expires July 1, 1982

IN THE MATTER OF THE APPLICATION	*	In the Circuit Court
OF WILLIAM MCKENNEY, JR.,	*	
MARJORIE M. SLAYSMAN, JAYNE	*	for
MCKENNEY MEREDITH, and HOWARD	*	
WOOD, Personal Representative	*	Queen Anne's County
of the ESTATE OF MARIA M. MCKENNEY,	*	
DECEASED, FOR DECREE AUTHORIZING	*	
SALE OF PROPERTY NOW SUBJECT TO	*	
AN ESTATE FOR LIFE AND VESTED	*	
AND CONTINGENT REMAINDERS	*	In Equity No.

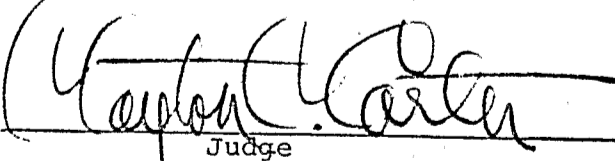
* * * * *

DECREE

The above matter coming before the Court on the Application of William McKenney, Jr., Marjorie M. Slaysman, Jayne McKenney Meredith and Howard Wood, Personal Representative of the Estate of Maria M McKenney, deceased, and the Affidavit and Appraisal of Max C. Sherman, Jr., and the Court finding that (a) all of the parties in being who would be entitled to the "McKenney Office Property" referred to in this proceeding, if the contingency stated in the Will of Maria M. McKenney (Exhibit A attached to the Application) happened on the date hereof are parties to this proceeding and (b) the sale of the "McKenney Office Property" to Permelia D. Nelson on the terms and conditions set forth in Exhibit D attached to the Application is advantageous to the parties concerned with the "McKenney Office Property", it is this 28th day of October, 1980, by the Circuit Court for Queen Anne's County, In Equity,

ADJUDGED, ORDERED, and DECREED that, in accordance with Section 14-110 of the Real Property Article of the Annotated Code of Maryland and Subtitle BR of the Maryland Rules:

1. David C. Bryan, Esquire, is hereby appointed Trustee to make sale of the "McKenney Office Property."
2. The amount of the bond to be posted by the Trustee in this proceeding, as required by Maryland Rule BR3, is Two Thousand Dollars (\$2,000.00).
3. The Court hereby authorizes the Trustee to make sale of the "McKenney Office Property", at private sale, to Permelia D. Nelson, on the terms and conditions set forth in the Agreement dated September 24, 1980, which is filed in this proceeding as Exhibit D attached to the Application.
4. The appraisal heretofore filed in this proceeding is hereby accepted in lieu of any other appraisal which might be required by Maryland Rule BR3 c.
5. The Trustee shall forthwith file in this proceeding the report and affidavit required by Maryland Rule BR6; and upon such filing, the Clerk shall issue the usual Order Nisi as therein directed.
6. After final ratification and consummation of the sale, the proceeds thereof shall be held subject to further order of the Court in accordance with Section 14-110 of the Real Property Article.



 Judge

Equity # 6773

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 Two Thousand Dollars (\$2,000.00), 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 30th day of OCTOBER, 1980;

WHEREAS, the above bounded principal by virtue of a decree of the Circuit Court for Queen Anne's County, In Equity, in Cause No. 6773, dated October 28, 1980, is about to sell the land and premises described in the Application in said Cause and known as "Parcel No. 54, McKenney Office Property", situate on Commerce Street in the Town of Centreville, Third Election District, Queen Anne's County, Maryland, to Permelia D. Nelson.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounded David C. Bryan does and shall well, truly and faithfully perform the trusts reposed in him under the Cause 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 real estate, 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

Judith C. Barrett

David C. Bryan (SEAL)
David C. Bryan

HARTFORD ACCIDENT AND INDEMNITY
COMPANY

By: [Signature]
Attorney in fact

ATTEST:

Judith C. Barrett

CERTIFIED COPY OF POWER OF
ATTORNEY ATTACHED

NOT APPROVED AND BOND FILED BY Oct 30 1980

LIBER 3 PAGE 35
12 PAGE 765

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from
Liber M.W.M. No. 3, folio 35, a Bond Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe
my name and affix the Seal of the Circuit
Court for Queen Anne's County, this 30th
day of October, 1980.

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

IN THE MATTER OF THE APPLICATION	*	In the Circuit Court
OF WILLIAM MCKENNEY, JR.,	*	
MARJORIE M. SLAYSMAN, JAYNE	*	for
MCKENNEY MEREDITH, and HOWARD	*	
WOOD, Personal Representative	*	Queen Anne's County
of the ESTATE OF MARIA M. MCKENNEY,	*	
DECEASED, FOR DECREE AUTHORIZING	*	
SALE OF PROPERTY NOW SUBJECT TO	*	
AN ESTATE FOR LIFE AND VESTED	*	
AND CONTINGENT REMAINDERS	*	In Equity No.

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of David C. Bryan, Trustee, appointed by a Decree of this Court, passed in the above entitled cause on , 1980, to make sale of certain real estate therein described, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites required by law and said Decree, your Trustee sold all of that property now known as 128 N. Commerce Street, Centreville, Queen Anne's County, Maryland, and also known as Parcel No. 54, "McKenney Office Property" in the division of the Estate of William McKenney, deceased, in Chancery Cause No. 2120 of this Court, and which is also the subject of Item One of the Last Will and Testament of Maria M. McKenney recorded among the will records of said Queen Anne's County in Liber N.S.D. No. 1, folio 167, to Permelia D. Nelson on the terms and conditions set forth in the Agreement dated September 24, 1980, which is filed herein as Exhibit D to the Application.

The purchaser has paid the cash deposit set forth in said Agreement and your Trustee is satisfied that the purchaser will make full settlement of the purchase price in accordance with said agreement.

The purchaser's Affidavit required by the Maryland Rules is attached hereto.

This Report states the amount of the sale to be \$37,500.00.

I hereby state under the penalties of perjury that the matters and facts stated in the within Report of Sale are true to the best of my knowledge, information and belief, and that the sale was fairly made.

Respectfully submitted,

David C. Bryan

 David C. Bryan, Trustee

IN THE MATTER OF THE APPLICATION	*	In the Circuit Court
OF WILLIAM MCKENNEY, JR.,	*	
MARJORIE M. SLAYSMAN, JAYNE	*	for
MCKENNEY MEREDITH, and HOWARD	*	
WOOD, Personal Representative	*	Queen Anne's County
of the ESTATE OF MARIA M. MCKENNEY,	*	
DECEASED, FOR DECREE AUTHORIZING	*	
SALE OF PROPERTY NOW SUBJECT TO	*	
AN ESTATE FOR LIFE AND VESTED	*	
AND CONTINGENT REMAINDERS	*	In Equity No.

AFFIDAVIT OF PURCHASER

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

I HEREBY CERTIFY, that on this *29th* day of *October*, 1980, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared PERMELIA D. NELSON, purchaser at the Trustee's sale in 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 Report 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 for said property.

WITNESS my hand and notarial seal.

[Signature]

 Notary Public
 My Commission Expires: 7-1-82



ORDER NISI ON SALE

IN THE MATTER OF THE APPLICATION
OF WILLIAM MCKENNEY, JR., MARJORIE
M. SLAYSMAN, JAYNE MCKENNEY MEREDITH,
AND HOWARD WOOD, PERSONAL REPRESENTATIVE
OF THE ESTATE OF MARIA M. MCKENNEY,
DECEASED, FOR DECREE AUTHORIZING SALE
OF PROPERTY NOW SUBJECT TO AN ESTATE
FOR LIFE AND VESTED AND CONTINGENT
REMAINDERS

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 6773

ORDERED, this 30th day of October, 1980, that
the sale of the real property, made and reported in this cause by
David C. Bryan, Trustee, be ratified and confirmed,
on or after the 1st day of December, 1980, unless
cause to the contrary thereof be previously shown; provided a copy of this order be inserted
in some newspaper published in Queen Anne's County, Maryland, once in each of three suc-
cessive weeks before the 24th day of November, 1980.

The report states the amount of sales to be \$ 37,500.00.

Marguerite H. Mankin Clerk

Filed October 30, 1980

Centreville, Md. Dec. 1 19 80

We Hereby Certify

That the annexed advertisement of
ORDER NISI

was published in the RECORD
OBSERVER, a newspaper published
in Queen Anne's County, Maryland, once
in each of 3 successive weeks before
the 20 day of November 19 80

And that the first insertion of said ad-
vertisement in the said RECORD
OBSERVER was on the 5 day of
November 19 80, and the last
insertion on the 19 day of
November 19 80

Publishers, Record Observer
Per Carolyn Dyer

Filed December 1, 1980

**ORDER NISI
ON SALE**
IN THE MATTER OF THE
APPLICATION OF WILLIAM
McKENNEY, JR., MAR-
JORIE M. SLAYSMAN,
JAYNE McKENNEY
MEREDITH, AND HOWARD
WOOD, PERSONAL
REPRESENTATIVE OF THE
ESTATE OF MARIA M.
McKENNEY, DECEASED,
FOR DECREE AUTHORIZ-
ING SALE OF PROPERTY
NOW SUBJECT TO AN
ESTATE FOR LIFE AND
VESTED AND CON-
TINGENT REMAINDERS
In the Circuit Court
for Queen Anne's
County
In Equity
Cause No. 6773
ORDERED, this 30th day of
October, 1980, that the sale of
the real property, made and
reported in this cause by David
C. Bryan, Trustee, be ratified
and confirmed, on or after the
1st day of December, 1980,
unless cause to the contrary
thereof be previously shown;
provided a copy of this order be
inserted in some newspaper
published in Queen Anne's
County, Maryland, once in
each of three successive weeks
before the 24th day of
November, 1980.
The report states the amount
of sales to be \$37,500.00.
Marguerite W. Mankin
Clerk
True Copy, Test:
Marguerite W. Mankin
Clerk
By
Betty M. Comegys
Deputy Clerk
Filed October 30, 1980
RO-11-5-31-08

IN THE MATTER OF THE APPLICATION *
OF WILLIAM MCKENNEY, JR., *
MARJORIE M. SLAYSMAN, JAYNE *
MCKENNEY MEREDITH, and HOWARD *
WOOD, Personal Representative *
of the ESTATE OF MARIA M. MCKENNEY, *
DECEASED, FOR DECREE AUTHORIZING *
SALE OF PROPERTY NOW SUBJECT TO *
AN ESTATE FOR LIFE AND VESTED *
AND CONTINGENT REMAINDERS *

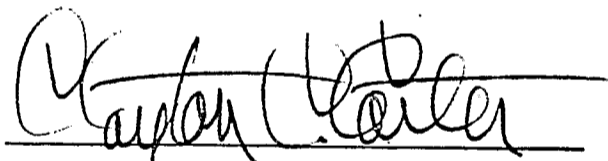
In the Circuit Court
for
Queen Anne's County

In Equity No. 6773

FINAL ORDER OF RATIFICATION OF SALE

It is ORDERED, this 2nd day of December, 1980
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,
Trustee, be, and the same is hereby finally ratified and con-
firmed, 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, Trustee, is allowed the usual commissions and such
proper expenses, not personal, as he shall produce vouchers
therefor to the Auditor.

RECEIVED
CLERK, CIRCUIT COURT
1980 DEC -2 PM 2:32
QUEEN ANNE'S COUNTY



Judge

IN THE MATTER OF THE APPLICATION
OF WILLIAM MCKENNEY, JR., MARJORIE
M. SLAYSMAN, JAYNE MCKENNEY MEREDITH,
and HOWARD WOOD, Personal Representa-
tive of the Estate of MARIA M. MCKENNEY,
deceased, for decree authorizing
sale of property now subject to an
estate for life and vested and
contingent remainders

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
No. 6773

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

1. That this account is stated at the request
of David C. Bryan, Trustee, wherein it appears that the
proceeds of said are sufficient to pay the expenses of sale.

2. That in the within account, David C. Bryan,
Trustee and vendor, is charged with the proceeds of sale
made by him and the tax adjustment per settlement sheet;
and he is allowed thereafter his commissions for making
said sale, the court costs, the bond premium, fee for
certified copies of wills, appraisal fee, advertising
costs, the fee of your Auditor and expenses, and the balance
was directed to be paid over to William McKenney, Jr., to be
held by him under the will of Maria M. McKenney.

December 29, 1980

J. Thomas Clark

J. Thomas Clark, Auditor

FILED

DEC 30 1980

CIRCUIT COURT
QUEEN ANNE'S CO.

CAUSE NO. 6773

The sale of land reported in this cause by David C. Bryan, Trustee and vendor, to sell and convey the land in this suit.

Dr.

1980

Oct. 30 By Proceeds of sale of land, per report of said Trustee-----\$37,500.00
By tax adjustment, per settlement sheet----- 181.50
By total proceeds of sale-----\$37,681.60

To David C. Bryan, Trustee, his commissions for making said sale	\$ 2,025.00
To do., for amounts paid Marguerite W. Mankin, Clerk, for:	
1. Advanced filing fee-----\$ 60.00	
2. Appearance fee----- 10.00	
3. Clerk's additional----- <u>148.00</u>	218.00
To do., for an amount paid W. M. Freestate & Son, Inc., for the bond premium in this cause, the sum of	30.00
To do., for an amount paid Madlyn E. Wooters, Register of Wills, for certified copies of wills	22.50
To do., for an amount paid Eastern Shore Estates Co., for appraisal fee	50.00
To do., for an amount paid Queen Anne's Record-Observer, for publishing Order Nisi On Sale, the sum of	44.85
To J. Thomas Clark, Auditor, for	
1. Stating this account-----\$45.00	
2. Notifying parties----- <u>10.00</u>	55.00
To William McKenney, Jr., to be held by him under the will of Maria M. McKenney, the balance or the sum of	<u>35,236.25</u>
	\$37,681.60 \$37,681.60

December 29, 1980

J. Thomas Clark
J. Thomas Clark, Auditor

IN THE MATTER OF THE APPLICATION
OF WILLIAM MCKENNEY, JR., MARJORIE
M. SLAYSMAN, JAYNE MCKENNEY MEREDITH,
and HOWARD WOOD, Personal Representa-
tive of the Estate of MARIA M. MCKENNEY,
deceased, for decree authorizing sale of
property now subject to an estate
for life and vested and contingent remainders

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY No. 6773

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies
that on December 29, 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, Trustee
111 Lawyers Row
Centreville, MD 21617

Marjorie M. Slaysman
34 Wheatland Drive - Riverdale
Hampton, Virginia 23360

Jayne M. Meredith
7706 Chapman Road
Kingsville, Maryland 21087

William McKenney, Jr.
c/o Jayne M. Meredith
7706 Chapman Road
Kingsville, Maryland 21087

Howard Wood, Personal Representative
119 Lawyers Row
Centreville, Maryland 21617

Pursuant to Rule 595g Maryland Rules of Procedure, I notified
them that said account was filed on December 29, 1980, with the
Clerk of the Circuit Court, Centreville, Maryland, and that
exceptions to said audit must be filed on or before January 13,
1981, and if no exceptions are filed within such fifteen day
period, the account may thereupon be ratified on January 14, 1981.

J. Thomas Clark

J. Thomas Clark, Auditor

December 29, 1980

FILED
DEC 29 1980
CIRCUIT COURT
QUEEN ANNE'S CO.

IN THE MATTER OF THE APPLICATION
OF WILLIAM MCKENNEY, JR., MARJORIE *
M. SLAYSMAN, JAYNE MCKENNEY MEREDITH,
and HOWARD WOOD, PERSONAL REPRESENTATIVE *
of the Estate of MARIA M. MCKENNEY, deceased; for decree *
~~***~~
authorizing sale of property now *
subject to an estate for life and *
vested and contingent remainders *

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
No. 6773

NISI RATIFICATION OF AUDIT

ORDERED this 29th day of December, 1980,
that the report and account filed in these proceedings by _____
J. Thomas Clark, Auditor, be ratified on or after the
14th day of January, 1981, 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. Menden Clerk

Filed December 29, 1980

IN THE MATTER OF THE APPLICATION *
OF WILLIAM MCKENNEY, JR., MARJORIE *
M. SLAYSMAN, JAYNE MCKENNEY MEREDITH *
and HOWARD WOOD, PERSONAL REPRESENTATIVE of the Estate of MARIA M. *
MCKENNEY, deceased, for decree *
~~xxxxx~~ *
authorizing sale of property now *
subject to an estate for life and *
vested and contingent remainders *

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
No. 6773

FINAL RATIFICATION OF AUDIT

ORDERED this 14th day of January, 1981,

by the Court that the account of the Auditor is finally ratified and confirmed, and David C. Bryan, ~~xxxxxx~~ Trustee, is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Therese A. Perkins Clerk

Filed January 14, 1981

JACK W. STOLLOF and
MALCOLM C. BERMAN, Trustees
1101 Reisterstown Road
Baltimore, MD 21208

Plaintiffs

vs.

LEWIS W. RASH and ELEANOR R.
RASH, his wife, and LEWIS W.
RASH, JR.
RFD 1, Box 91
Queen Anne's County, MD 21617

Defendants

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

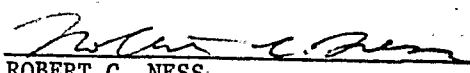
* Docket:
* Folio:
* Case No.: 6649
*
*
*

ORDER TO DOCKET SUIT, ETC.

Mr. Clerk:

Please docket suit as above entitled and file therein the original Deed of Trust from Lewis W. Rash and Eleanor E. Rash, his wife, and Lewis W. Rash, Jr. to Jack W. Stollof and Malcolm C. Berman, Trustees, dated the 10th day of August, 1978 and recorded among the Land Records of Queen Anne's County on August 14, 1978 in Liber CWC No. 139, folio 308.

Please also docket the Statement of Debt Due, Deed of Trust Note and Military Affidavit.


ROBERT C. NESS
Attorney for Plaintiff
Suite 5, 110 Painters Mill Road
Owings Mills, MD 21117
(301) 363-4211

CLERK'S OFFICE
1980 MAY -2 AM 9:23
QUEEN ANNE'S COUNTY

MAY -2-80 * 2 660 *****50.00
MAY -2-80 A 92 660 *****50.00

12 PAGE 778
STATEMENT OF MORTGAGE CLAIM

JACK W. STOLLOF and MALCOLM C. BERMAN,
Trustees
1101 Reisterstown Road
Baltimore, MD 21208

IN THE

CIRCUIT COURT

vs.

—OF—

LEWIS W. RASH and ELEANOR E. RASH, wf....
and LEWIS W. RASH, JR.
RFD 1, Box 91
Queen Anne's County, MD 21617

QUEEN ANNE'S COUNTY
(In Equity)

STATEMENT OF MORTGAGE DEBT

Original amount of Deed of Trust	\$59,000.00
<u>Less:</u> Amount paid on Principal	<u>221.81</u>
	58,778.19
Plus Interest through May 5, 1980	<u>3,036.87</u>
	61,815.06
Plus late charges and attorney's fee	<u>156.36</u>
	61,971.42
<u>Less:</u> escrow account	<u>782.83</u>
	61,188.59

STATE OF MARYLAND, County OF BALTIMORE, Sct.

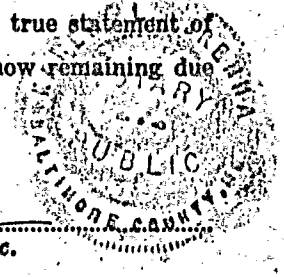
I HEREBY CERTIFY, That on this 30th day of April in the
year nineteen hundred and eighty, before me, a Notary Public of the
State of Maryland, in and for said City of Baltimore, personally appeared
JACK W. STOLLOF, Vice-President of Fairfax Savings and Loan (a Stock Corporation)
.....
f/k/a Fairfax Savings and Loan Association, Inc.

the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of
the amount of the mortgage claim under the mortgage filed in the said cause now remaining due
and unpaid.

As witness my hand and Notarial Seal,

My commission expires: 7/1/82.

Karen H. Burns
.....
Notary Public.



Military Affidavit under Soldiers' and Sailors' Civil Relief Act
of 1940 and Amendment thereto of October 6, 1942

JACK W. STOLLOF and MALCOLM C.
BERMAN, TRUSTEES
1101 Reisterstown Road
Baltimore, MD 21208

vs.

LEWIS W. RASH and ELEANOR E. RASH,
his wife and LEWIS W. RASH, JR.
RFD 1, Box 91
Queen Anne's County, MD 21617

IN THE
CIRCUIT COURT

OF

QUEEN ANNE'S COUNTY
(In Equity)

Docket Folio

Case No.

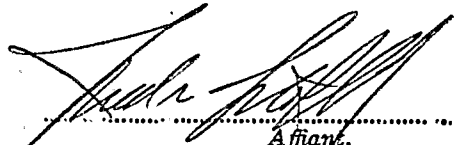
Filed

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 City, personally appeared JACK W. STOLLOF, Vice-President of Fairfax Savings
and Loan (a Stock Corporation) f/k/a Fairfax Savings and Loan Association, Inc.
and made oath in due form of law that he (~~she~~) knows the defendant herein, and that to
the best of his (~~her~~) information, knowledge and belief

- (1) said defendant is not in the military service of the United States,
- (2) said defendant is not in the military service of any nation allied with the United States,
- (3) said defendant has not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,
- (4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.


Affiant
JACK W. STOLLOF

Subscribed and sworn to before me
30th April 80
this day of 19.....


Notary Public

My commission expires: 7/1/82.



5251031

US \$ 59,000.00

Queen Anne's County and
Kent County, Maryland
City

August 10, 1978

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay FAIRFAX SAVINGS AND LOAN ASSOCIATION, INC., or order, the principal sum of Fifty-nine Thousand (\$59,000.00) Dollars, with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of twelve (12%) percent per annum. Principal and interest shall be payable at 1101 Reisterstown Road, Pikesville, Maryland 21208, or such other place as the Note holder may designate, in consecutive monthly installments of Six Hundred Six Dollars and Eighty-nine Cents (US \$ 606.89), on the 1st day of each month beginning October 1, 1978. 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 September 1, 2008.

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 ten (10%) 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 August 10, 1978, and reference is made to the Deed of Trust for rights as to acceleration of the indebtedness evidenced by this Note. In the event this Note is prepaid in full prior to maturity, there shall be a penalty charge in the amount of 6 month's interest on the balance then due at the above stated interest rate.

Lewis W. Rash Sr. (Seal)
LEWIS W. RASH

Eleanor E. Rash (Seal)
ELEANOR E. RASH, his wife

Lewis W. Rash Jr. (Seal)
LEWIS W. RASH, JR.
(Execute Original Only)

R.F.D. 1, Box 91
Property Address

1051

DEED OF TRUST

THIS DEED OF TRUST is made this 10th day of August 1978, among the Grantor, LEWIS W. RASH and ELEANOR E. RASH, his wife, and LEWIS W. RASH, JR. (herein "Borrower"), JACK W. STOLLOF and MALCOLM C. BERMAN (herein "Trustee"), and the Beneficiary, FAIRFAX SAVINGS AND LOAN ASSOCIATION, INC., a corporation organized and existing under the laws of Maryland, whose address is 1101 Reisterstown Road, Pikesville, Maryland 21208 (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 and County of Kent, State of Maryland:

SEE ATTACHED SCHEDULE A.

SEP 11-78 B #29178 *****44.55
SEP 11-78 B #29177 *****23.00

RECEIVED CLERK, CIRCUIT COURT

1978 AUG 14 AM 9:13

QUEEN ANNE'S COUNTY

AUG 14-78 * 28486 *****60.95
AUG 14-78 A #28486 *****37.95
AUG 14-78 A #28485 *****23.00

RECEIVED SEP 11 3 08 PM '78 CLERK-CIRCUIT COURT KENT COUNTY

which has the address of R.F.D. 1, Box 91, Centreville, Maryland 21617, and The Town Point Night Club, Millington, Maryland 21651 (herein "Property Address");

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 August 10, 1978 (herein "Note"), in the principal sum of Fifty-nine Thousand (\$59,000.00) 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 September 1, 2008; 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 hercof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seized 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.

FIRST PARCEL:

ALL that lot, tract or parcel of land, situate, lying and being in the 2nd Election District of Queen Anne's County, State of Maryland, and more particularly described as follows, to-wit:

ALL that lot of land on the North side of the Public Road leading from Hayden's Station to Clark's Corner, bounded on the West by the land of, or formerly of, Charles Clough and Casper Seney, on the East by the land of, or formerly of, Charles Pinder and the land of, or formerly of, James O. Murphy, and more particularly described by metes and bounds, courses and distances, to-wit:

BEGINNING for the same at a point in the middle of the said Road and at the Southwest corner of the land hereby granted and conveyed and in the line of other land of Howard J. Stant and running thence, by and with the line of the other land of Howard J. Stant North 14 degrees West, 1450 Feet to a point marked by a post, a corner for the land hereby conveyed and for that of the land now or formerly owned by Casper Seney; and thence, by and with the said Seney land and the land now or formerly owned by Charles Clough, North 88 degrees East, 1116 Feet to a point marked by a stone in the edge of the woods; thence, South 9 degrees East, 271 Feet and 7 Inches to a stone on the edge of a ditch bank, thence South 79 degrees West, 184 Feet to a point marked by a stone; thence, South 2- $\frac{1}{2}$ degrees East, 103 Feet to a point marked by a stone; thence, North 88 degrees East, 353 Feet to a Beech Tree; thence, North 85 degrees East, 184.4 Feet to a point a corner of the land of, or formerly of Charles Pinder, at which point a stake has been driven in the ground; thence, with the line of the last named land, South 10 degrees West, 430 Feet to a point marked by a stone; thence South 82- $\frac{1}{2}$ degrees East, 175 Feet to the center of an old road on the line of the land formerly owned by James O. Murphy; thence, with the line of said old road and the land of, or formerly of, James O. Murphy the two following courses, to wit: South 28 degrees West, 467.5 Feet and South 21 degrees West, 355 Feet to a point in the middle of the Public Road above mentioned; thence, by and with the center of the said Public Road, North 86 degrees West, 633.6 Feet and thence, North 83- $\frac{1}{2}$ degrees West, 300 Feet to the Place of Beginning, containing 40.89 Acres of land, more or less.

SAVE AND EXCEPT the land granted and conveyed to Howard J. Stant by Wesley Demby and Wife by Deed bearing date of December 6, 1945 and recorded in Liber A.S.G., Jr., No. 12, Folio 390, etc. a Land Record Book for Queen Anne's County, and also, the land granted and conveyed by Margaret Newnam to the State of Maryland to use of The State Roads Commission, dated October 5, 1942 and recorded in Liber A.S.G., Jr., No. 6, folio 584, a Land Record Book for Queen Anne's County.

SAVE AND EXCEPT, also, that portion of land conveyed by Lewis W. Rash and Eleanor E. Rash, his wife, to Samuel Fawra by Deed bearing date March 18, 1969 and duly recorded among the Land Record Books of Queen Anne's County in Liber C.W.C. No. 42, folio 676, etc., comprising 6.302 Acres of land, together with a 50-foot wide Right-of-Way to the Public Road leading from Clark's Corner to Hayden, said Right-of-Way containing 0.810 Acres of land.

BEING the same lot or parcel of ground which by Deed dated October 8, 1958 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 43, folio 217, etc. was granted and conveyed by GREEN UNDERWOOD and GERTRUDE UNDERWOOD, his wife, unto LEWIS W. RASH and ELEANOR ELIZABETH RASH, his wife, the within Borrowers.

SECOND PARCEL, as additional collateral:

ALL that lot of ground, situate, lying and being in the First Election District of Kent County, Maryland, on the Southerly side of the Millington, Clayton and Smyrna State Road and about one-half mile Easterly from the Town of Millington, and more particularly described as follows:

BEGINNING for the same at a stone placed on the Southerly side of the aforesaid State Road, 22.50 Feet measured at right angles from the center of said Road and South 61 Degrees 00 minutes East 40 Feet from a stone that marks the Northwesterly corner of the aforementioned farm, and running (1) by and with a new division line to the lands intended to be conveyed and parallel to the line of farm that extends Southwesterly from the aforementioned stone at the Northwest corner of the farm to a Maple Tree standing in a branch distance from stone 600 Feet, more or less, South 27 degrees 11 minutes West 210 Feet to a stone; (2) thence,

continuing by and with said division line the two following courses and distances: South 61 degrees 00 minutes East 210 Feet to a stone; North 27 degrees 11 minutes East 210 Feet to a stone set on the Southerly side of the aforementioned State Road (27.50 Feet from the center of same); (3) thence, by and with the Southerly side of said State Road, North 61 degrees 00 minutes West 210 Feet to the Point of Beginning, containing ONE ACRE (1 A.) of land, more or less, according to a survey made by J.B. Metcalfe, Surveyor, in February, 1946.

BEING the same lot or parcel of ground which by Deed of even date herewith and recorded or intended to be recorded immediately prior hereto was granted and conveyed by MARY A. ALLMOND unto LEWIS W. RASH and ELEANOR E. RASH, his wife, and LEWIS W. RASH, JR., the within Borrowers.

That, as soon as this Mortgage becomes in default and is placed in the hands of an Attorney for collection, there shall become immediately due by the Mortgagors, who hereby agree to pay unto the said Attorney a fee of thirty-five dollars for his services in and about the collection of said Mortgage debt even though the debt hereby secured has been fully paid upon the demand of said Attorney and before the property herein described has been advertised for sale under the decree or power of sale herein authorized.

IN the event this Mortgage is prepaid in full prior to maturity, there shall be a penalty charge in the amount of 6 month's interest on the balance then due at the above stated interest rate.

IN the event of a default in this Deed of Trust to FAIRFAX SAVINGS AND LOAN ASSOCIATION, INC., dated August 10, 1978, it will be considered a default in the Deed of Trust to MERCANTILE INVESTMENT COMPANY also dated August 10, 1978 and immediately filed after this Deed of Trust.

AND the said Mortgagors hereby agree, stipulate and warrant that the loan for which this Mortgage is given as security is transacted solely for the purpose of carrying on or acquiring a business or commercial investment within the meaning of Title 12-103, Subsection (e), Commercial Law Volume of the Annotated Code of Maryland, effective July 1, 1975.

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.

Lewis W. Rash Sr. (Seal)
LEWIS W. RASH -Borrower
Lewis W. Rash Jr. (Seal)
LEWIS W. RASH, JR. -Borrower
Eleanor E. Rash (Seal)
ELEANOR E. RASH, his wife -Borrower

STATE OF MARYLAND, BALTIMORE County ss:

I Hereby Certify, That on this 10th day of August 19 78, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared LEWIS W. RASH and ELEANOR E. RASH, his wife, and LEWIS W. RASH, JR. known to me or satisfactorily proven to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

As Witness: my hand and notarial seal.

My Commission expires: 7/1/82

Ann M. Heisey
ANN M. HEISEY Notary Public



STATE OF MARYLAND, BALTIMORE County ss:

I Hereby Certify, That on this 10th day of August 19 78, before me, the subscriber, a Notary Public of the State of Maryland and for the County aforesaid personally appeared HARRY EISENBERG

....., 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: 7/1/82

Ann M. Heisey
ANN M. HEISEY Notary Public



Sept 11, 1978 THE FOREGOING Deed of Trust FILED FOR RECORD AND IS ACCORDINGLY RECORDED AMONG THE LAND RECORDS OF KENT COUNTY, MD. IN LIBER *Cash* NO. *83* FOLIOS *257 thru 255* BOOK 083 PAGE 255 *Carol H. Pender* CLERK

JACK W. STOLLOF and
MALCOLM C. BERMAN, Trustees
1101 Reisterstown Road
Baltimore, MD 21208

Plaintiffs

vs.

LEWIS W. RASH and ELEANOR R.
RASH, his wife, and LEWIS W.
RASH, JR.
RFD 1, Box 91
Queen Anne's County, MD 21617

Defendants

* IN THE
* CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY
* (In Equity)
* Case No.: 6649
*
*

PETITION TO EMPLOY AUCTIONEER
AND FOR ALLOWANCE OF COMMISSIONS

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Jack W. Stollof and Malcolm C. Berman, Trustees,
named in Deed of Trust, respectfully presents:

1. That he is about to sell the property described in the Deed of
Trust filed in this case.

2. That they desire to employ a licensed Auctioneer, in order to
obtain the best possible price for said property.

3. That they have contacted Harvey West, a licensed Auctioneer,
experienced in the sale of real estate, and they desire to employ the
said Harvey West and Auctioneer.

4. That in order to arrive at a fair and equitable commission to
be paid to said Auctioneer, he desires approval of this Court that said
Auctioneer be paid the same fee and commissions as is provided under
Rule BRI of the Rules of Court of the Third Judicial Circuit of Maryland.


WHEREFORE, your Petitioner prays:

a. That they may be authorized to employ the said Harvey West as
Auctioneer.

b. That the said Auctioneer be entitled to the same commission as
are allowed to Auctioneers under Rule BRI of the Rules of Court of the
Third Judicial Circuit of Maryland.

c. And such other and further relief as may be proper.

AND AS IN DUTY BOUND, ETC.


ROBERT C. NESS
Attorney for Trustee
110 Painters Mills Road
Owings Mills, MD 21117

RECEIVED
CLERK OF COURT
1980 MAY 13 AM 9:24
QUEEN ANNE'S COUNTY

JACK W. STOLLOF and
MALCOLM C. BERMAN, Trustees
1101 Reisterstown Road
Baltimore, MD 21208

Plaintiffs

vs.

LEWIS W. RASH and ELEANOR R.
RASH, his wife, and LEWIS W.
RASH, JR.
RFD 1, Box 91
Queen Anne's County, MD 21617

Defendants

* IN THE
* CIRCUIT COURT
* OF
* QUEEN ANNE'S COUNTY
* (In Equity)
* Case No.: 6649
*
*
*

ORDER

UPON the foregoing Petition, it is this *14th* day of *May*, 1980,
by the Circuit Court of Queen Anne's County, ORDERED, that the said
JACK W. STOLLOF and MALCOLM C. BERMAN, Trustees named in Deed of Trust
is authorized to employ HARVEY WEST, as Auctioneer for the sale of the
property described in this case, and that the said Auctioneer shall be
entitled to ~~commissions~~ *the minimum fees* at the ~~same~~ *Second* rate as allowed to Auctioneers under
Rule BR ~~8~~ *5* of the Rules of Court of the ~~Third~~ *Second* Judicial Circuit of Maryland,
all subject to the usual exceptions *and subject to increase by*
the Court for good cause shown.

Clayton C. Carter
JUDGE

CLENN. CIRCUIT COURT
1980 MAY 14 PM 3:39
QUEEN ANNE'S COUNTY



INSURANCE COMPANY OF NORTH AMERICA

1600 ARCH STREET
PHILADELPHIA
PENNSYLVANIA

Bond No. M 22 84 13

Equity #6649

Know All Men by These Presents:

That we, Jack W. Stolof & Malcolm C. Berman, Trustees, 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 Sixty-One Thousand Five Hundred and 00/100-----Dollars (\$ 61,500,00), 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 2nd day of June, in the year of our Lord, one-thousand, nine-hundred and eighty.

WHEREAS, the above bounden Jack W. Stolof & Malcolm C. Berman, Trustees by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Annes County has been appointed (Trustee to sell) ~~Guardian~~ In Foreclosure; R.F.D. 1, Box 91 Centerville, Maryland

mentioned in the proceedings in the case of Fairfax Savings & Loan (a stock corporation) vs. Lewis W. Rash, Sr. & Eleanor E. Rash, h/w & Lewis W. Rash, Jr.

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Jack W. Stolof & Malcolm C. Berman, Trustees do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them 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:

Handwritten signatures of Jack W. Stolof and Malcolm C. Berman

Witness:

Handwritten signature of witness

By: *Handwritten signature of Jack W. Stolof*
By: *Handwritten signature of Malcolm C. Berman*

INSURANCE COMPANY OF NORTH AMERICA

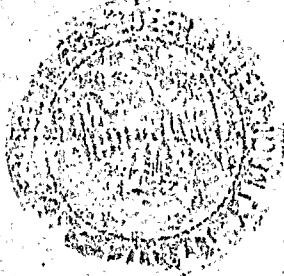
By: *Handwritten signature of Robin A. Franey*
Robin A. Franey, Attorney-in-Fact

STATE APPROVED AND BOND FILED ON June 1, 1970

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber C. W. C. No. 2, folio 402, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 5th day of June, 1980.



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

REPORT OF SALE

JACK W. STOLLOF and MALCOLM C. BERMAN, Trustees
1101 Reisterstown Road
Baltimore, MD 21208

vs.

LEWIS W. RASH and ELEANOR R. RASH, his wife, and LEWIS W. RASH, JR.
RFD 1, Box 91
Queen Anne's County, MD 21617

Docket _____ Folio _____
Case No. 6649
Filed _____

IN THE
Circuit Court

— OF —

QUEEN ANNE'S COUNTY

To the Honorable, the Judge of said Court:

The Report of Sale of JACK W. STOLLOF and MALCOLM C. BERMAN

Trustees appointed by the decree in the above entitled cause, to make sale of

the fee simple lot of ground and improvements known as RFD 1, Box 91,
Centreville, MD 21617

in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of their trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in

Queen Anne Record - Observer, Kent County News, Sun Papers, Washington Post and
Salisbury Times

daily newspaper published in Kent County for more than
three successive weeks preceding the day of sale, said Trustee
did pursuant to said notice on Thursday the 12th day of June 19 80
at 1:30 o'clock P. M. attend on the premises and then and there sold

to Mercantile Investment, a Maryland General Partnership, said fee simple lot of ground and improvements, situate in Queen Anne's County, in the proceedings mentioned and described in the attached advertisement of sale, at and for the sum of Sixty-Two Thousand Five Hundred Dollars (\$62,500.00), and purchaser being then and there the highest bidder.

FILED

JUL 7 1980

CIRCUIT COURT
QUEEN ANNE'S CO.

JACK W. STOLLOF, Trustee

MALCOLM C. BERMAN, Trustee

COUNTY
State of Maryland, City of Baltimore, Set:

I HEREBY CERTIFY, That on this 30th day of June 19 80
before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of
Baltimore aforesaid, personally appeared JACK W. STOLLOF and MALCOLM C. BERMAN,

Trustees, 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,

My commission expires: 7/1/82.

Notary Seal: KENNETH B... Notary Public, Queen Anne's County, MD

ROBERT C. NESS, ESQ. ATTORNEY
110 PA. AVE. WASHINGTON, D.C. 20004
SUITE 500
OVINGSMILLS, MD. 21117

12 PAGE 702

Trustee's Sale

Valuable Fee Simple

Property Consisting of 23 Acres (More or Less)

Blair Jean Stoltz
Joseph Eugene Stoltz
Known As
FD 1, Box 91
Centreville, Maryland 21617

Under and by virtue of the power of sale contained in a certain deed of trust from Lewis W. Rash and Eleanor E. Rash, his wife and Lewis W. Rash, Jr. to Jack W. Stollof and Malcolm C. Berman dated August 10, 1978 and recorded among the Land Records of Queen Anne's County in Liber CWC 139, Folio 303, default having occurred under the terms thereof, and at the request of the party secured thereby, the undersigned trustees will offer for sale at Public Auction, on the premises, on

Thursday, June 12, 1980

at 1:30 O'Clock p.m.

ALL that lot, tract or parcel of land, situate, lying and being in the 2nd Election District of Queen Anne's County, State of Maryland, and more particularly described as follows, to-wit:

ALL that lot of land on the North side of the Public road leading from Hayden's Station to Clark's Corner, bounded on the West by the land of, or formerly of, Charles Clough and Casper Seney, on the East by the land of, or formerly of, Charles Pinder and the land of, or formerly of, James O. Murphy, and more particularly described by metes and bounds, courses and distances, to-wit:

BEGINNING for the same at a point in the middle of the said Road and at the Southwest corner of the land hereby granted and conveyed and in the line of other land of Howard J. Stant and running thence, by and with the line of the other land of Howard J. Stant North 14 degrees West, 1450 Feet to a point marked by a post; a corner for the land hereby conveyed and for that of the land now or formerly owned by Casper Seney; and thence, by and with the said Seney land and the land now or formerly owned by Charles Clough, North 83 degrees East, 1116 Feet to a point marked by a stone in the edge of the woods; thence, South 9 degrees East, 271 Feet and 7 Inches to a stone on the edge of a ditch bank, thence South 79 degrees West, 184 Feet to a point marked by a stone; thence, South 2 1/2 degrees East, 103 Feet to a point marked by a stone; thence, North 88 degrees East, 353 Feet to a Beech Tree; thence North 85 degrees East, 184.4 Feet to a point a corner of the land of, or formerly of Charles Pinder, at which point a stake has been driven in the ground; thence, with the line of the last named land, South 10 degrees West, 430 Feet to a point marked by a stone; thence South 82 1/2 degrees East, 175 Feet to the center of an old road on the line of the land formerly owned by James O. Murphy; thence, with the line of said old road and the land of, or formerly of, James O. Murphy the two following courses, to-wit: South 23 degrees West, 467.5 Feet and South 21 degrees West, 355 Feet to a point in the middle of the Public Road above mentioned; thence, by and with the center of the said Public Road, North 36 degrees West, 633.6 Feet and thence, North 33 1/2 degrees West, 300 Feet to the Place of Beginning, containing 40.89 Acres of land, more or less.

SAVE AND EXCEPT the land granted and conveyed to Howard J. Stant by Wesley Demby and Wife by Deed bearing date of December 6, 1945 and recorded in Liber A.S.G., Jr., No. 12, Folio 390, etc. a Land Record Book for Queen Anne's County, and also, the land granted and conveyed by Margaret Newnam to the State of Maryland to use of The State Roads Commission, dated October 5, 1942 and recorded in Liber A.S.G., Jr., No. 6, folio 534, a Land Record Book for Queen Anne's County.

SAVE AND EXCEPT, also, that portion of land conveyed by Lewis W. Rash and Eleanor E. Rash, his wife, to Samuel Favra by Deed bearing date March 18, 1969 and duly recorded among the Land Record Books of Queen Anne's County in Liber C.W.C. No. 42, folio 676, etc., comprising 6.302 Acres of land, together with a 50-foot wide Right-of-Way to the Public Road leading from Clark's Corner to Hayden, said Right-of-Way containing 0.810 Acres of land.

BEING the same lot or parcel of ground which by Deed dated October 8, 1953 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 43, folio 217, etc. was granted and conveyed by GREEN UNDERWOOD and GERTRUDE UNDERWOOD, his wife, unto LEWIS W. RASH and ELEANOR ELIZABETH RASH, his wife, the within Borrowers.

Property is improved by a modern 16-room dwelling and new barn.

TERMS OF SALE: Cash or certified check. A deposit of \$5,500.00 at time of sale, balance in cash upon final ratification of sale by the Circuit Court of Queen Anne's County, interest to be paid at the rate of 10% on unpaid purchase money from date of sale to date of settlement. All adjustments as of date of sale. 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. The property will be sold subject to easements, agreements, covenants, or restriction of record, affecting same, if any. Cost of all documentary stamps, state and county transfer taxes shall be borne by the purchaser.

Jack W. Stollof
Malcolm C. Berman,
Trustees

Harvey West, Auctioneers
Suite 411, Investment Building
1 Investment Place
Baltimore, Md. 21204
301-620-4567

RO5-21-4t

Harvey West

AUCTIONEER AND APPRAISER

KNICKERBOCKER BUILDING • 218 E. LEXINGTON STREET • BALTIMORE 2, MARYLAND

REAL ESTATE SALES
JUDICIAL SALES
LIQUIDATIONS
MERCHANDISE
APPRAISALSREPORT OF SALE

PROPERTY: RFD 1, BOX 91, CENTREVILLE, MD 21617/FEE

SOLD TO: MERCANTILE INVESTMENT, MALCOLM BERMAN, PARTNER

ADDRESS: 1517 REISTERSTOWN ROAD, PIKESVILLE, MD 21208

AMOUNT OF SALE: \$ 62,500.00

DEPOSIT: _____

DATE OF SALE: JUNE 12, 1980

ADVERTISING: QA RECORD-OBSERVER \$404.80 KENT CO. NEWS \$159.00
SUN \$162.77 WASH-POST \$271.60 SALISBURY TIMES \$33.99

AUCTIONEER'S FEE: \$ 100.00

Harvey West
HARVEY WEST
Auctioneer

Harvey West

AUCTIONEER AND APPRAISER

KNICKERBOCKER BUILDING • 218 E. LEXINGTON STREET • BALTIMORE, MARYLAND 21202

REAL ESTATE SALES
JUDICIAL SALES
LIQUIDATIONS
MERCHANDISE
APPRAISALS

STATE OF MARYLAND, COUNTY OF BALTIMORE, SCT:

I HEREBY CERTIFY, that on this 12TH day of
JUNE, 1980, before me, the subscriber, a Notary Public

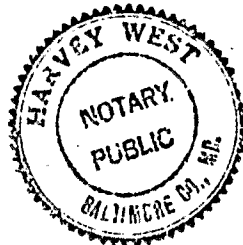
of the State of Maryland, in and for the County of Baltimore
aforesaid, personally appeared MERCANTILE INVESTMENT MALCOLM BERMAN, PARTNER
at the foreclosure sale in this cause, and made oath in due form
of law that he is the purchaser and purchased same as principal
and not as an agent for anyone, and that he has not directly or
indirectly discouraged anyone from bidding for the said
property RFD 1, BOX 91, CENTREVILLE, MD/FEE
mentioned in the said Report of Sale.

MERCANTILE INVESTMENT

BY: Malcolm Berman (Seal) Harvey West
Purchaser (Place) Notary Public
Malcolm Berman, Partner

Purchaser

Purchaser



JACK W. STOLLOF, TRUSTEE
MALCOLM C. BERMAN, TRUSTEE
ROBERT C. NESS, SOLICITOR

vs.

RFD 1, BOX 91
CENTREVILLE, MD 21617

IN THE
CIRCUIT COURT
OF
~~BALTIMORE CITY~~
QUEEN ANNE'S COUNTY

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*

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.

HARVEY WEST, AUCTIONEER

By *Harvey West*

Subscribed and sworn to before me, a Notary Public in and for Baltimore County by HARVEY WEST

this 12TH day of JUNE, 19 80.

Ronald M. West
Notary Public



JACK W. STOLLOF and
MALCOLM C. BERMAN, Trustees
1101 Reisterstown Road
Baltimore, MD 21208

Plaintiffs

vs.

LEWIS W. RASH and ELEANOR R.
RASH, his wife, and LEWIS W. RASH,
Jr.
RFD 1, Box 91
Queen Anne's County, MD 21617

Defendants

* IN THE
* CIRCUIT COURT
* OF
* QUEEN ANNE'S COUNTY
* (In Equity)

Case No.: 6649

* * *

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Now, comes ROBERT C. NESS, Petitioner and states that this
Honorable Court:

1. That he has represented JACK W. STOLLOF and MALCOLM
C. BERMAN, Trustees, in the case entitled JACK W. STOLLOF
and MALCOLM C. BERMAN, Trustees, vs. LEWIS W. RASH and
ELEANOR R. RASH, his wife, and LEWIS W. RASH, JR. in the
aforementioned foreclosure proceeding.

2. That your Petitioner has performed the following
duties involved in the foreclosure including:

- a. Filing Petition for Sale;
- b. Notice of Sale;
- c. Order and Filing Bond;
- d. Order title examination and judgments and
reviewing same; and
- e. Report of Sale.

3. That in item 18 of the Deed of Trust dated August 10,
1978, from defendants to JACK W. STOLLOF and MALCOLM C.
BERMAN, Trustees; states that reasonable Attorney's fee
shall be granted.

WHEREFORE, your Petitioner prays:

- a. That this Honorable Court allows your Petitioner the
attorney's fee of \$250.00 for handling the above
foreclosure case.
- b. And such other and further relief as may be proper.

Robert C. Ness
ROBERT C. NESS
Attorney for Plaintiff
110 Painters Mill Road
Owings Mills, MD 21117
(301) 363-4211

FILED

JUL 7 1980

CIRCUIT COURT
QUEEN ANNE'S CO.

JACK W. STOLLOF and
MALCOLM C. BERMAN, Trustees
1101 Reisterstown Road
Baltimore, MD 21208

vs.

LEWIS W. RASH and ELEANOR R.
RASH, his wife, and LEWIS W.
RASH, JR.
RFD 1, Box 91
Queen Anne's County, MD 21617

* IN THE
* CIRCUIT COURT
* OF
* QUEEN ANNE'S COUNTY
* (In Equity)
* Case No.: 6649

AFFIDAVIT

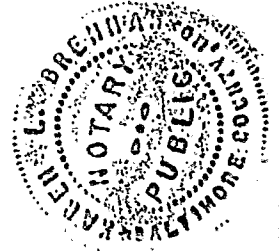
STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 30th day of June, 1980,
before me, the subscriber, a Notary Public of the State of
Maryland personally appeared ROBERT C. NESS who made oath in due
form of law that on the 30th day of May, 1980, he mailed to the
Mortgagors, by certified mail, return receipt requested, at the
Mortgagor's last known address, a notice of the time, place and
terms of sale, in accordance with Rule W74a2(c) of the Maryland
Rules of Procedure.

Karen Brennan

Notary Public

My commission expires: 7/1/82.



FILED

JUL 7 1980

CIRCUIT COURT
QUEEN ANNE'S CO.

ORDER NISI ON SALE

JACK W. STOLLOF and
MALCOLM C. BERMAN, Trustees

vs.

LEWIS W. RASH and ELEANOR R. RASH,
his wife, and LEWIS W. RASH, JR.In the Circuit Court
for Queen Anne's County
In EquityCause No. 6649

ORDERED, this 7th day of July, 1980, that the sale of the real property, made and reported in this cause by Jack W. Stollof and Malcolm C. Berman, Trustees, be ratified and confirmed, on or after the 7th day of August, 1980, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 31st day of July, 1980.

The report states the amount of sales to be \$ 62,500.00.

Marguerite H. Martin Clerk

Filed July 7, 1980



INSURANCE COMPANY OF NORTH AMERICA

1600 ARCH STREET
PHILADELPHIA
PENNSYLVANIA

In Addition to
Bond No. M 22 84 13

Equity #6649

Know All Men by These Presents:

That we, Jack W. Stolof & Malcolm C. Berman, Trustees, 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 One Thousand and 00/100-----Dollars (\$ 1,000.00), 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 2nd day of July, in the year of our Lord, one-thousand, nine-hundred and eighty.

WHEREAS, the above bounden Jack W. Stolof & Malcolm C. Berman, Trustees by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Annes County has been appointed (Trustee to sell) ~~XXXXXX~~ In Foreclosure: R.F.D. 1, Box 91 Centerville, Maryland

mentioned in the proceedings in the case of Fairfax Savings & Loan (a stock corporation) vs. Lewis W. Rash, Sr. & Eleanor E. Rash, h/w & Lewis W. Rash, Jr.

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Jack W. Stolof & Malcolm C. Berman, Trustees do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them 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:

Handwritten signatures of witnesses
Witness: *[Signature]*

By: *[Signature]* Jack W. Stolof
By: *[Signature]* Malcolm C. Berman
INSURANCE COMPANY OF NORTH AMERICA
By: *[Signature]* Robin A. Franey, Attorney-in-Fact

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

July 14, 1980

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber M.W.M. No. 3, folio 9, 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 July, 1980.

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

JACK W. STOLLOF and
MALCOLM C. BERMAN, Trustees
1101 Reisterstown Road
Baltimore, MD 21208

Plaintiffs

vs.

LEWIS W. RASH and ELEANOR
R. RASH, his wife, and LEWIS
W. RASH, JR.
RFD 1, Box 91
Queen Anne's County, MD 21617

Defendants

* IN THE
* CIRCUIT COURT
* OF
* QUEEN ANNE'S COUNTY
* (In Equity)
* Case No.: 6649
*
*
*

ORDER

UPON THE AFOREGOING PETITION, it is this *14th* day of July
1980, by the Circuit Court of Queen Anne's County,
ORDERED, that ROBERT C. NESS, Petitioner be allowed the
Attorney's Fee of \$250.00 for his representing JACK W. STOLLOF and
MALCOLM C. BERMAN, Trustees, in the foreclosure case of JACK W.
STOLLOF And MALCOLM C. BERMAN, Trustees, Vs. LEWIS W. RASH and
ELEANOR R. RASH, his wife, and LEWIS W. RASH, JR.

R. Thomas Evered
JUDGE

FILED
CLERK OF COURT
1980 JUL 14 PM 12:30
QUEEN ANNE'S COUNTY

Centre ville, Md. Aug 5 19 90

We Hereby Certify

That the annexed advertisement of TRUSTEE'S SALE

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 4 successive weeks before

the 12 day of June 19 80

And that the first insertion of said advertisement in the said RECORD

OBSERVER was on the 21st day of

May 19 80, and the last

insertion on the 11th day of

June 19 80

Publishers, Record Observer

Per Dale Vanzant

Filed August 5, 1980

ROBERT C. WESS, SOLICITOR
TOPPAINERS HILL ROAD
SUITE
PESSEVILLE, MD. 21131

Trustee's Sale of Valuable Real Estate Property Consisting of 23 Acres (More or Less)

Queen Anne's
Case No. 12
Case No. 91

Centreville, Maryland 21617
Under and by virtue of the power of sale contained in a certain deed of trust from Lewis W. Rash and Eleanor R. Rash, his wife and Lewis W. P. Rash, Jr. to Jack W. Stollor and Wilhelmina C. Bernhart dated August 10, 1878 and recorded among the Land Records of Queen Anne's County in Liber CWC 129, Folio 301, and having occurred under the terms thereof, and as the result of the party secured thereby, the undersigned trustee will offer for sale at Public Auction, on the premises:

Thursday, June 12, 1980
at 10 o'clock a.m.

ALL that lot, tract or parcel of land, situate, lying and being in the 2nd Election District of Queen Anne's County, State of Maryland, and more particularly described as follows, to-wit:
ALL that lot of land on the West side of the Public Road leading from Hayden's Station to Clark's Corner, bounded on the West by the land of, or formerly of, Charles Clough and Casper Seney, on the East by the land of, or formerly of, Charles Pinder and the land of, or formerly of, James O. Murphy, and more particularly described by metes and bounds, courses and distances as will:

BEGINNING for the southeast corner of the said Road and at the Southeast corner of the land hereby granted and conveyed to the line of other land of Howard J. Stant and running thence, by and with the line of the other land of Howard J. Stant North 15 degrees West, 1450 Feet to a point marked by a post, a corner for the land hereby conveyed and for that of the land now or formerly owned by Casper Seney; and thence, by and with the said Seney land and the land now or formerly owned by Charles Clough, North 80 degrees East, 1110 Feet to a point marked by a stone in the edge of the ditch, thence, South 9 degrees East, 271 Feet and 7 inches to a stone on the edge of a ditch bank, thence South 79 degrees West, 1805 Feet to a point marked by a stone; thence, South 24 degrees East, 103 Feet to a point marked by a stone; thence, North 82 degrees East, 573 Feet to a Beach Tree; thence North 85 degrees East, 184.4 Feet to a point marked by a stone; thence, North 82 degrees East, 110 Feet to a point marked by a stone; thence, with the line of the last named land, South 10 degrees West, 430 Feet to a point marked by a stone; thence South 82 1/2 degrees East, 175 Feet to the center of an old road on the line of the land formerly owned by James O. Murphy; thence, with the line of said old road and the land of, or formerly of, James O. Murphy the two following courses, to-wit: South 23 degrees West, 47.5 Feet and South 21 degrees West, 255 Feet to a point in the middle of the Public Road above mentioned; thence, by and with the center of the said Public Road, North 88 degrees West, 633.6 Feet and thence, North 33 1/2 degrees West, 230 Feet to the Place of Beginning, containing 41.29 Acres of land, more or less.

SAVE AND EXCEPT the land granted and conveyed to Howard J. Stant by Wesley Dambly and Wife by Deed bearing date of December 6, 1945 and recorded in Liber A.S.G., Jr., No. 12, Folio 539, etc. a Land Record Book for Queen Anne's County, and also, the land granted and conveyed by Margaret Newman to the State of Maryland to use of The State Roads Commission, dated October 5, 1922 and recorded in Liber A.S.G., Jr., No. 6, folio 533, a Land Record Book for Queen Anne's County.

SAVE AND EXCEPT, also, that portion of land conveyed by Lewis W. Rash and Eleanor E. Rash, his wife, to Samuel Fawc by Deed bearing date March 19, 1893 and duly recorded among the Land Record Books of Queen Anne's County in Liber C.W.C. No. 42, folio 376, etc., comprising 6.522 Acres of land, together with a 59-foot wide Right-of-way to the Public Road leading from Clark's Corner to Hayden, said Right-of-way containing 0.010 Acres of land.

BEING the same lot or parcel of ground which by Deed dated October 9, 1870 and recorded among the Land Records of Queen Anne's County in Liber L.S.P. No. 23, folio 217, etc. was devised and conveyed by GREEN UNDERWOOD and GERTRUDE UNDERWOOD, his wife, unto LEWIS W. RASH and ELEANOR ELIZABETH RASH, his wife, the said lot and parcel of land.

Property is improved by a modern 16-room dwelling and new barn.

TERMS OF SALE: Cash or certified check. A deposit of \$3,500.00 at time of sale, balance in cash upon final ratification of sale by the Circuit Court of Queen Anne's County, interest to be paid at the rate of 10% on unpaid purchase money from date of sale to date of settlement. All adjustments as of date of sale. 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. The property will be sold subject to easements, agreements, covenants, or restriction of record, affecting same, if any. Cost of all documentary stamps, state and county transfer taxes shall be borne by the purchaser.

Jack W. Stollof
Malcolm C. Berman,
Trustees

Harvey West, Auctioneers
Suite 411, Investment Building
1 Investment Place
Baltimore, Md. 21204
301-928-4567

ROS-21-41

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Centreville, Md. 7-22 19 80

We Hereby Certify

That the annexed advertisement of ORDER NISI ON SALE

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 31 day of July 19 80.

And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 16 day of July 19 80, and the last insertion on the 30 day of July 19 80.

Publishers, Record Observer Per [Signature]

FILED

AUG 13 1980

CIRCUIT COURT QUEEN ANNE'S CO.

ORDER NISI ON SALE... MARGARET W. MURPHY... CLERK

JACK W. STOLLOF and
MALCOLM C. BERMAN, Trustees
1101 Reisterstown Road
Baltimore, MD 21208

Plaintiffs

vs.

LEWIS W. RASH and ELEANOR R.
RASH, His wife, and LEWIS W.
RASH, JR.
RFD 1, Box 91
Queen Anne's Co., MD 21617

Defendants

* IN THE
* CIRCUIT COURT
* OF
* QUEEN ANNE'S COUNTY
* (In Equity)
* Case No.: 6649
*
*

FINAL ORDER OF RATIFICATION

ORDERED, by the Circuit Court for Queen Anne's County,
in Equity, that *14th* day of *August* 1980, that the sale
of the real estate made and reported in this cause by JACK W.
STOLLOF and MALCOLM C. BERMAN, Trustees, be and the same is
hereby ratified, and confirmed, not cause to the contrary having
been shown, although notice appears to have been given as
required by the preceding Order Nisi, and the said JACK W.
STOLLOF and MALCOLM C. BERMAN, Trustees, is allowed the usual
commissions and proper expenses, not personal, as they shall
produce vouchers for the audit.

Waylon Carter
Judge

FILED

AUG 14 1980

CIRCUIT COURT
QUEEN ANNE'S CO.

JACK W. STOLLOF and
MALCOLM C. BERMAN, Trustees

vs.

LEWIS W. RASH, et al.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

IN EQUITY

No. 6649

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 Jack W. Stollof and Malcolm C. Berman, Trustees and
vendor, wherein it appears that the proceeds of sale
are insufficient to pay the mortgage debt and expenses
of sale.

2. That in the within account, Jack W. Stollof
and Malcolm C. Berman, Trustees and vendors, are charged with
the proceeds of sale made by them, the tax adjustment and
interest collected by them, per settlement sheet; and they
are allowed thereafter their commissions for making said
sale, per Deed of Trust, the attorney's fee, per Order of
Court, the court costs paid and due, the bond premiums in
this cause, the several advertising fees, the fee of the
auctioneer for crying said sale, the fee and expenses of
your Auditor, and the balance was credited toward the
principal and interest indebtedness.

December 31, 1980

J. Thomas Clark

J. Thomas Clark, Auditor

FILED

DEC 31 1980

CIRCUIT COURT
QUEEN ANNE'S CO.

CAUSE NO. 6649

The sale of land reported in this cause by Jack W. Stoloff and Malcolm C. Berman, Trustees and vendors, to sell and convey the land in this suit.

Dr.

1980

June 12	By proceeds of sale of land, per report of said Trustees-----	\$62,500.00
	By tax adjustment, per settlement sheet-----	9.00
	By interest collected, per settlement sheet-----	<u>2,621.51</u>
	By gross proceeds of sale-----	<u>\$65,130.51</u>

Cr.

To Jack W. Stoloff and Malcolm C. Berman, Trustees, their commissions for making said sale, per Deed of Trust	\$ 3,125.00
To Robert C. Ness, Esquire, Attorney's fee, per Order of Court, the sum of	250.00
To do., for an amount paid Marguerite W. Mankin, Clerk, for advanced filing fee, the sum of	50.00
To do., for amounts due Marguerite W. Mankin, Clerk, for	
1. Appearance fee-----	\$ 10.00
2. Clerk's additional-----	<u>94.00</u>
	104.00
To do., for amounts paid Mayer and Steinberg, Inc., for the bond premium and additional bond premium in this cause, the sum of	250.00
To do., for amounts paid The Queen Anne's Record-Observer, for:	
1. Adversiting sale-----	\$404.80
2. Order Nisi on Sale-----	<u>40.25</u>
	445.05
To do., for an amount paid The Kent County News, for advertisement of sale, the sum of	159.00
To Do., for an amount paid The Sun Papers, for advertisement of sale, the sum of	162.77
To do., for an amount paid The Washington Post Company, for advertisement of sale, the sum of	271.60
To do., for an amount paid The Salisbury Times, for advertisement of sale, the sum of	33.99

December 31, 1980

J. Thomas Clark

J. Thomas Clark, Auditor

To do., for an amount paid
Harvey West, Auctioneer,
for crying said sale, the
sum of

\$ 100.00

To J. Thomas Clark, Auditor, for
1. Stating this account-----\$45.00
2. Notifying parties-----15.00

60.00

To Fairfax Savings and Loan
Association, Inc., for partial
payment on principal and
interest, the balance or the
sum of

60,119.10
\$65,130.51 \$65,130.51

December 31, 1980

J. Thomas Clark
J. Thomas Clark, Auditor

JACK W. STOLLOF and
MALCOLM C. BERMAN, Trustees

vs.

LEWIS W. RASH, et al.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

IN EQUITY

No. 6649

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on December 31, 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:

Robert C. Ness, Esquire
Suite 5, 110 Painters Mill Road
Owings Mills, MD 21117


Jack W. Stollof and
Malcolm C. Berman, Trustees
1101 Reisterstown Road
Baltimore, MD 21208

Alan Fink, Esquire
Suite 201
1101 Reisterstown Road
Pikesville, MD 21208

Lewis W. Rash
Eleanor R. Rash
Lewis W. Rash, Jr.
R.F.D. 1, Box 91
Centreville, MD 21617

Fairfax Savings and Loan Association, Inc.
1101 Reisterstown Road
Pikesville, MD 21208

Pursuant to Md. Rule 595g, of the Maryland Rules of Procedure, I notified each of them that said account was filed on December 31, 1981, with the Clerk of the Circuit Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before January 16, 1981, and if no exceptions are filed with such fifteen day period, the account may thereupon be ratified on January 19, 1981.


J. Thomas Clark, Auditor

December 31, 1980

FILED

DEC 31 1980

CIRCUIT COURT
QUEEN ANNE'S CO.

JACK W. STOLLOF, Trustees, et al.

vs.

LEWIS W. RASH, et al.

*
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*
*

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
No. 6649

NISI RATIFICATION OF AUDIT

ORDERED this 31st day of December, 1980,
that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 19th day of January, 1981, 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 31, 1980

JACK W. STOLLOF and
MALCOLM C. BERMAN, Trustees

vs.

LEWIS W. RASH, et al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 6649

TO THE HONORABLE, THE JUDGE OF SAID COURT:

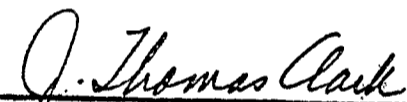
This amended report of J. Thomas Clark, Auditor, unto your Honor, respectfully represents:

1. That this amended account is stated for the reason that the amount of the deficiency was inadvertently omitted on the first account.

2. That the account is stated at the request of Jack W. Stollof and Malcolm C. Berman, Trustees and vendor, wherein it appears that the proceeds of sale are insufficient to pay the mortgage debt and expenses of sale. The deficiency appears to be in the sum of \$1,069.49.

3. That in the with account, Jack W. Stollof and Malcolm C. Berman, Trustees and vendors, are charged with the proceeds of sale made by them, the tax adjustment and interest collected by them, per settlement sheet; and they are allowed thereafter their commissions for making said sale per Deed of Trust, the attorney's fee per Order of Court, the court costs paid and due, the bond premiums in this cause, the several advertising fees, the fee of the auctioneer for crying said sale, the fee and expenses of your Auditor, and the balance was credited toward the principal and interest indebtedness.

January 7, 1981


J. Thomas Clark, Auditor

FILED

JAN 7 1981

CIRCUIT COURT
QUEEN ANNE'S CO.

CAUSE NO. 6649

The sale of land reported in this cause by Jack W. Stollof and Malcolm C. Berman, Trustees and vendors, to sell and convey the land in this suit.

Dr.

1980

June 12	By proceeds of sale of land, per report of said Trustees-----	\$62,500.00
	By tax adjustment, per settlement sheet-----	9.00
	By interest collected, per settlement sheet-----	2,621.51
	By gross proceeds of sale-----	<u>\$65,130.51</u>

Cr.

To Jack W. Stollof and Malcolm C. Berman, Trustees, their commissions for making said sale, per Deed of Trust		\$ 3,125.00
To Robert C. Ness, Esquire, Attorney's fee, per Order of Court, the sum of		250.00
To do., for an amount paid Marguerite W. Mankin, Clerk, for advanced filing fee, the sum of		50.00
To do., for amounts due Marguerite W. Mankin, Clerk, for		
1. Appearance fee-----	\$ 10.00	
2. Clerk's additional-----	<u>94.00</u>	104.00
To do., for amounts paid Mayer and Steinberg, Inc., for the bond premium and additional bond premium in this cause, the sum of		250.00
To do., for amounts paid The Queen Anne's Record-Observer, for:		
1. Adversiting sale-----	\$404.80	
2. Order Nisi on Sale-----	<u>40.25</u>	445.05
To do., for an amount paid The Kent County News, for advertisement of sale, the sum of		159.00
To Do., for an amount paid The Sun Papers, for advertisement of sale, the sum of		162.77
To do., for an amount paid The Washington Post Company, for advertisement of sale, the sum of		271.60
To do., for an amount paid The Salisbury Times, for advertisement of sale, the sum of		33.99

January 7, 1981

J. Thomas Clark
J. Thomas Clark, Auditor

To do., for an amount paid
Harvey West, Auctioneer,
for crying said sale, the
sum of

\$ 100.00

To J. Thomas Clark, Auditor, for
1. Stateing this account----\$45.00
2. Notifying parties----- 15.00

60.00

To Fairfax Savings and Loan
Association, Inc., for partial
payment on principal and interest,
per statement of mortgage debt,
in the sum of \$61,118.59, the
balance, or the sum of

60,119.10
\$65,130.51 \$65,130.51

January 7, 1981

J. Thomas Clark
J. Thomas Clark, Auditor

JACK W. STOLLOF and
MALCOLM C. BERMAN, Trustees

vs.

LEWIS W. RASH, et al.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

IN EQUITY

No. 6649

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on January 7, 1981, the date the audit in the above entitled cause was filed in this Court, that he did by U. S. First Class Mail notify the following interested parties to this cause, to wit:

Robert C. Ness, Esquire
Suite 5, 110 Painters Mill Road
Owings Mills, MD 21117

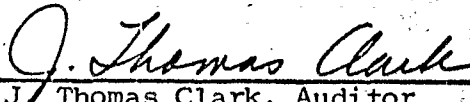
Jack W. Stollof and
Malcolm C. Berman, Trustees
1101 Reisterstown Road
Baltimore, MD 21208

Alan Fink, Esquire
Suite 201
1101 Reisterstown Road
Pikesville, MD 21208

Lewis W. Rash
Eleanor R. Rash
Lewis W. Rash, Jr.
R.F.D. 1, Box 91
Centreville, MD 21617

Fairfax Savings and Loan Association, Inc.
1101 Reisterstown Road
Pikesville, MD 21208

Pursuant to Md. Rule 595g, of the Maryland Rules of Procedure I notified each of them that said account as amended was filed on January 7, 1981, with the Clerk of the Circuit Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before January 22, 1981, and if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on January 23, 1981.



J. Thomas Clark, Auditor

January 7, 1981

FILED

JAN 7 1981

CIRCUIT COURT
QUEEN ANNE'S CO

JACK W. STOLLOF, Trustees, et al.

vs.

LEWIS W. RASH, et al.

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
No. 6649

NISI RATIFICATION OF AUDIT

ORDERED this 7th day of January, 1981,
that the report and account filed in these proceedings by _____
J. Thomas Clark, Auditor, be ratified on or after the
23rd day of January, 1981, 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. Hankin Clerk

Filed January 7, 1981

JACK W. STOLLOF, Trustees, et al.

vs.

LEWIS W. RASH, et al.

* IN THE CIRCUIT COURT
* FOR QUEEN ANNE'S COUNTY
* IN EQUITY
* No. 6649
*
*
*

FINAL RATIFICATION OF AUDIT

ORDERED this 6th day of February, 1981,
by the Court that the account of the Auditor is finally ratified and
confirmed, and Jack W. Stollof & Malcolm C. Berman, ~~Assignees~~ Trustees
is directed to apply the proceeds accordingly, with a due proportion of
interest as the same has been or may be received.

Marguerite H. Manekin Clerk

Filed February 6, 1981

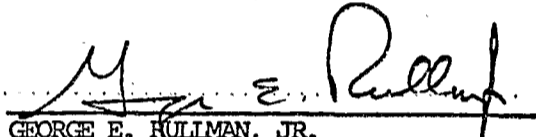
IN THE MATTER OF THE SALE OF *
THE MORTGAGED REAL ESTATE OF *
WILLCLIFF DEVELOPMENT, INC., *
MORTGAGOR AND CLIFFORD ANDERSON *
AND JOAN M. ANDERSON, his wife, *
GUARANTORS *

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
EQUITY NO. 6368

* * * * *

MR. CLERK:

Please docket the above entitled case and file the Original Mortgage,
Statement of Mortgage Debt, Military Affidavit and a copy of the Advertisement.


GEORGE E. HULLMAN, JR.
Assignee for the Purposes of Foreclosure
7 Willow Street
Annapolis, Maryland 21401
(301) 266-5533

FEB 26-79 * 25364 *****50 00
FEB 26-79 A 925364 *****50 00

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

12 APR 817

PURCHASE MONEY TO THE EXTENT OF \$7,500.00

This Mortgage,

Made this 28th day of October, in the year one

thousand, nine hundred and seventy-seven (1977), Between WILLCLIFF DEVELOPMENT, INC., a body corporate of the State of Maryland AND CLIFFORD ANDERSON and JOAN M. ANDERSON, HIS WIFE GUARANTORS.

of QUEEN ANNE'S COUNTY, in the State of Maryland, Mortgagors, and FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance in the sum of THIRTY SIX THOUSAND AND 00/100 (\$36,000.00) Dollars, being part of the purchase money for the property hereinafter described; and

WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of NINE AND ONE HALF per cent. (9-1/2) per annum in the manner following: During the one (1) year construction period interest only will be charged monthly on the amount of money withdrawn from the Trustee Account, there will be a late charge of 5% FIVE PERCENT of the interest billed if not paid by the TWENTIETH day of the month billing. By the payment on or before the first day of each month from date hereof commencing on the first day of November 1, 1977.

(A) of the sum of N/A Dollars, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month; and

(B) of the sum of N/A Dollars, being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said one-twelfth of the aforesaid charges under Section B aforesaid are insufficient to pay said charges or any additional charges for which the property may be or become liable, or premiums on life insurance policies that may be assigned to the association and held by it or its successors and assigns, then upon demand of said Mortgagee, its successors or assigns, the mortgagor, his, her or their heirs, personal representatives or assigns, shall pay such additional monthly amounts as shall be necessary to pay said charges; the aforesaid combined payments under Sections A and B aforesaid to continue until the whole of said principal and interest shall be paid in full, and said combined payments under Sections A and B aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description for which the property may be liable, ground rent, fire and life insurance premiums assigned to the association, its successors or assigns, and (3) towards the payment of the aforesaid principal sum.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

It is hereby understood and agreed by the parties hereto that should there be any remaining balance due on said principal debt at the expiration of One years from the date hereof, said balance shall then become due and payable.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of one dollar, the said MORTGAGORS

do hereby grant and convey unto the said FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, its successors and assigns in fee simple

ALL that lot or parcel of land situate, lying and being on Kent Island, Fourth Election District of Queen Anne's County, in the State of Maryland, being known and designated as Lot No. 16, Block I, of the Second Section of Romancoke on the Bay, as the same is more particularly set forth and described on a plat entitled "Romancoke on the Bay, Section 2", by James H. Ludlow Associates, registered Surveyors, dated May, 1958, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 41 folio 386, and in Plat Book T.S.P. No. 1, folio 43.

BEING the same property conveyed to WILLCLIFF DEVELOPMENT, INC., a body corporate of the State of Maryland ~~BY AND FOR CLIFFORD ANDERSON AND JOAN M. ANDERSON, HIS WIFE~~ ~~CLIFFORD ANDERSON~~ by EDWARD J. ABRAMS by Deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

THE said Clifford Anderson and Joan M. Anderson, his wife, join in the execution of these presents for the purpose of guaranteeing the prompt repayment of the principal debt and any interest that may become due to the Mortgagee.

IT IS AGREED AND UNDERSTOOD by the parties hereto that this Mortgage is executed pursuant to Commercial Law Title, Annotated Code of Maryland, Section 12-103(e).

RECEIVED
CLERK, CIRCUIT COURT
1977 NOV -7 AM 9:53
QUEEN ANNE'S COUNTY

NOV -7-77 * 28211 ****113.05
NOV -7-77 A E28211 *****94.05
NOV -7-77 A E28210 *****19.00

THE MORTGAGORS agree to pay a late charge of \$2.00 or 1/20th, whichever is greater, of the total amount of any delinquency or late periodic payment of delinquent principal and interest which is not paid by the 15th day of the month when said payment is due as specified in this Mortgage. Said late charge is to cover the extra expenses involved in handling delinquent payments.

Together with the buildings and 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 of ground and premises unto the said Mortgagee, its successors and assigns.

Provided, however, if the said Mortgagors, their heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on their part to be made and done, then this mortgage shall be void.

And the said Mortgagors, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm and all hazards for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien therein, and to deliver the policy and all renewal receipts to the

Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added

to the principal debt named herein and bear interest at the rate of NINE AND ^{ONE HALF} PER cent. (9-1/2) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their

heirs personal representatives and assigns to keep the buildings on said property in good condition or repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of

the Mortgagor, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same

be encumbered by the Mortgagor, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) 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 foregoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, the Mortgagors covenant with the said Mortgagee to pay the applicable prevailing rate of interest as stated in said mortgage for 60 days in that part of the regular amount of all repayments made on the loan in any one year which exceeds 33 and 1/3 percent of the original principal amount of the loan. It is agreed and understood that after three years from the date of this mortgage this covenant shall be considered null and void. It is agreed and understood by the Mortgagors that this loan is made subject to all the provisions of the charter by-laws and proper resolutions of the Board of Directors of the FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagors, their heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Queen Anne's County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of \$360.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagors; their

heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

AND the said Mortgagors, for themselves, their heirs, personal representatives and assigns do hereby covenant that immediately upon the first insertion of the notice of sales as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, 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 mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under decrees of the Circuit Court of Queen Anne's County in Equity, which said expenses, costs and commissions the said Mortgagors, for

themselves, their heirs, personal representatives, or assigns, hereby covenant to pay; and the said Mortgagee, its successors or assigns, or its attorney or agents, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commissions, 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 commissions.

The said Mortgagor covenant that they will warrant specially the title to the property here conveyed, and that they will execute such further assurances as may be requisite.

WITNESS the hands and seal of the said Mortgagors.

Witness:

Anna B. Kurama

WILLCLIFF DEVELOPMENT, INC.
By: *Clifford Anderson* (SEAL)
Clifford Anderson, President & Guarantor
Joan M. Anderson (SEAL)
Joan M. Anderson, Guarantor

(SEAL)

(SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit

I HEREBY CERTIFY that on this 28th day of OCTOBER, 1977, before me

the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared WILLCLIFF DEVELOPMENT, INC. BY: CLIFFORD ANDERSON, PRESIDENT MORTGAGORS and CLIFFORD ANDERSON AND JOAN M. ANDERSON, GUARANTORS

the Mortgagors named in the foregoing Mortgage, and acknowledged the foregoing Mortgage to be their act. At the same time also appeared GEORGE E. RULLMAN, JR., Attorney and Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth; that the loan sum secured hereby has been paid over and disbursed by the party secured hereby unto the within named Mortgagors or the person responsible for disbursement of funds in the closing transaction or their respective agent at a time no later than the final and complete execution of this Mortgage; and he further made oath that he is duly authorized to make this affidavit.

IN WITNESS WHEREOF, I hereunto set 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, State of Maryland.

George E. Rullman, Jr.
GEORGE E. RULLMAN, JR.

DOCUMENT NO. 96-982

LIBER 147 PAGE 136

No. RECEIVED
Re. CLERK'S RECEIVED FOR RECORD

1979 FEB 26 AM 10:17

QUEEN ANNE'S COUNTY

Assignment

FEB 26-79 * 25365 *****5 00
FEB 26-79 A 25365 *****5 00

OF MORTGAGE FROM Willcliff Development, Inc., Mortgagors and Clifford Anderson and Joan M. Anderson, his wife, Guarantors

TO First Federal Savings and Loan Association of Annapolis AS RECORDED IN Annapolis

LIBER CWC NO. 127 FOLIO 646

To be placed in Chancery No. 6368

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS hereby assigns the within Mortgage to GEORGE E. RULLMAN, JR., Attorney, for the purposes of Foreclosure.

WITNESS the hand and seal of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS this 20th day of FEBRUARY, 1979.

WITNESS:

Kathleen J. Lynch

BY:

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS

James B. Yates

IN THE MATTER OF THE SALE OF *
THE MORTGAGED REAL ESTATE OF *
WILLCLIFF DEVELOPMENT, INC., *
MORTGAGOR AND CLIFFORD ANDERSON *
AND JOAN M. ANDERSON, his wife, *
GUARANTORS *

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

* * * * *

STATEMENT OF MORTGAGE DEBT

Original Principal Amount of Mortgage:	\$36,000.00
Less Payments to Principal:	_____
Balance Due on Principal:	\$36,000.00
Plus interest due from September 1, 1978 to February 20, 1979	<u>1,662.38</u>
Total Mortgage Claim:	\$37,662.38

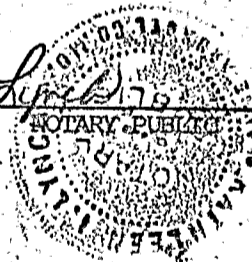
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 20th day of FEBRUARY, 1979
before me, the subscriber, a Notary Public of the State of Maryland, in and
for the County aforesaid, personally appeared J. DEAN SUNDERLAND, Vice
President of First Federal Savings and Loan Association of Annapolis and
made oath in due form of law that the above State is correct to the best of
his knowledge and belief.

WITNESS my hand and Notarial Seal.

Kathleen I. Lynch
Kathleen I. Lynch

My commission expires: July 1, 1982



AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY, }
STATE OF MARYLAND, } ss:

I hereby certify that, on this 20th day of FEBRUARY
19 79 , personally appeared before me, the subscriber, a Notary Public of the State of
Maryland, in and for Anne Arundel County,

GEORGE E. RULLMAN, JR. , Assignee for Purposes of Foreclosure

plaintiff , 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 20th day of

Notarial
Seal

FEBRUARY

, 19 79 .

Kathleen I. Lynch

Kathleen I. Lynch

Notary Public



My Commission will expire on: July 1, 1982

Filed,

Rullman and Stevens, Chartered
Attorneys at Law
7 Willow Street
Annapolis, Maryland - 21401

PUBLIC SALE

OF

VALUABLE PROPERTY

SITUATE ON KENT ISLAND, IN THE SUBDIVISION OF ROMANCOKE ON THE BAY, IN THE
FOURTH ELECTION DISTRICT OF QUEEN ANNE'S COUNTY, MARYLAND IMPROVED BY A
NEARLY COMPLETED DWELLING HOUSE.

Under and by virtue of the power of sale contained in a Mortgage
from Willcliff Development, Inc., Mortgagor and Clifford Anderson and Joan
M. Anderson, his wife, Guarantors, to First Federal Savings and Loan Association
of Annapolis dated October 28th, 1977 and recorded among the Land
Records of Queen Anne's County in Liber C.W.C. No. 127, folio 646, the under-
signed Attorney to make sale of property therein described, 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

TUESDAY, MARCH 20, 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, Fourth Election District of Queen Anne's County, in the State of
Maryland, being known and designated as Lot No. 16, Block I, of the Second
Section of Romancoke on the Bay, as the same is more particularly set forth
and described on a plat entitled "Romancoke on the Bay, Section 2", by James
H. Ludlow Associates, registered surveyors, dated May, 1958, and recorded
among the Land Records of Queen Anne's County in Liber T.S.P. No. 41, folio
386, and in Plat Book T.S.P. No. 1, folio 43.

BEING the same property conveyed to Willcliff Development, Inc.,
a body corporate of the State of Maryland, by Edward J. Abrams, by Deed dated
October 28th, 1977 and recorded among the Land Records of Queen Anne's County
in Liber C.W.C. No. 127, folio 644.

TERMS OF SALE: A deposit of \$3,000.00 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. The
property will be sold in an "As Is" condition, subject to any conditions,
restrictions and agreements of record, and also any existing building
violations, etc. affecting the same, if any. For further particulars contact
the undersigned.

GEORGE E. RULLMAN, JR.
Assignee for Purposes of Foreclosure

JOE JACKSON AUCTIONEER

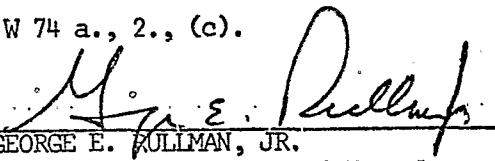
IN THE MATTER OF THE SALE OF *
THE MORTGAGED REAL ESTATE OF *
WILLCLIFF DEVELOPMENT, INC., *
MORTGAGOR AND CLIFFORD ANDERSON *
AND JOAN M. ANDERSON, his wife, *
GUARANTORS *

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
EQUITY NO. 6368

RECEIVED
CLERK, CIRCUIT COURT
1979 MAR 16 AM 9:40

* * * * *
VERIFICATION IN COMPLIANCE WITH
RULE W 74 a., 2., (c)

QUEEN ANNE'S COUNTY solemnly declare and affirm under the penalties of perjury
that I have complied with Maryland Rule W 74 a., 2., (c).


GEORGE E. KULLMAN, JR.
Assignee for Purposes of Foreclosure
7 Willow Street
Annapolis, Maryland 21401
(301) 266-5333

FIRST FEDERAL SAVINGS & LOAN ASSOC.
VERSUS
WILLCLIFF DEVELOPMENT, INC.
CLIFFORD ANDERSON & JOAN M. ANDERSON

BOND OF TRUSTEE TO SELL

KNOW ALL MEN BY THESE PRESENTS: That we,
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

FORTY TWO THOUSAND Dollars (\$ 42,000.00)

to be paid to the said State or its certain Attorney, to which payment, well and truly
to be made, we bind ourselves and each of us, our and each of our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 21st day of MARCH
in the year of our Lord one thousand, nine hundred and seventy nine

WHEREAS THE ABOVE BOUNDEN GEORGE E. RULLMAN, JR.

by virtue of a decree of the Honorable the Judge of the Circuit Court of
QUEEN ANNES COUNTY has been appointed trustee to sell
Lot 16, Block I, 2nd Section of mentioned in the proceedings in the case of
Romancoke on the Bay, 4th Election district, Queen Annes County, Kent
Island, Maryland

FIRST FEDERAL SAVINGS & LOAN ASSOC.
versus

WILLCLIFF DEVELOPMENT, INC. CLIFFORD ANDERSON & JOAN M. ANDERSON

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden
GEORGE E. RULLMAN, 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 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.

Kathleen L. Lyne

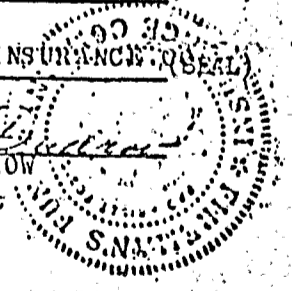
George E. Rullman, Jr. (SEAL)
GEORGE E. RULLMAN, JR.

Joseph L. Dixon

Fireman's Fund Insurance (SEAL)
FIREMAN'S FUND INSURANCE CO.

By: Charlotte Dudrow
CHARLOTTE DUDROW
Attorney-in-Fact

CLEARING
1979 MAR 20 11 13 59
QUEEN ANNES COUNTY



Certified copy of Power
of Attorney attached.

SURETY APPROVED AND BOND FILED ON Mar. 20, 1979

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber C.W.C. No. 2, folio 273, a Bond Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 20th day of March, Nineteen Hundred and Seventy-nine.

Marquette W. Mankin

Clerk of the Circuit Court for
Queen Anne's County

IN THE MATTER OF THE SALE OF
THE MORTGAGED REAL ESTATE OF
WILLCLIFF DEVELOPMENT, INC.,
MORTGAGOR AND CLIFFORD ANDERSON
AND JOAN M. ANDERSON, his wife,
GUARANTORS.

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
EQUITY NO. 6368

* * * * *

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of George E. Rullman, Jr., Assignee for Purposes of Foreclosure, on real estate mentioned in these proceedings respectfully shows:

That under and by virtue of the power of sale contained in a Mortgage from Willcliff Development, Inc., Mortgagor and Clifford Anderson and Joan M. Anderson, his wife, Guarantors, to First Federal Savings and Loan Association of Annapolis dated October 28th, 1977 and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 127, folio 646; and assignment dated February 20th, 1979 and recorded among the aforesaid Land Records on February 26th, 1979, to make sale of the property therein described in case of default and default having occurred thereunder, the said George E. Rullman, Jr., Assignee for Purposes of Foreclosure, 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 Mortgage and of the law for such cases made and provided, offered the property in said Mortgage described for sale by public sale at the Court House Door in the City of Centreville, Maryland on Tuesday, March 20, 1979 at 11:00 A.M. and then and there sold the property to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, whose mailing address is 2024 West Street, Annapolis, Maryland 21401 at and for the sum of THIRTY SIX THOUSAND AND 00/100 DOLLARS (\$36,000.00), it then and

RECEIVED
CLERK, CIRCUIT COURT

1979 MAR 27 AM 9:30

QUEEN ANNE'S COUNTY

there being the highest bidder therefor, which property is described as follows:

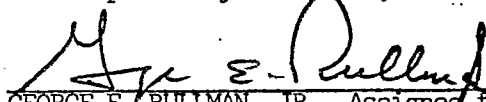
ALL that lot or parcel of land situate, lying and being on Kent Island, Fourth Election District of Queen Anne's County, in the State of Maryland, being known and designated as Lot No. 16, Block I, of the Second Section of Romancoke on the Bay, as the same is more particularly set forth and described on a plat entitled "Romancoke on the Bay, Section 2", by James H. Ludlow Associates, registered surveyors, dated May, 1958, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 41, folio 386, and in Plat Book T.S.P. No. 1, folio 43.

BEING the same property conveyed to Willcliff Development, Inc., a body corporate of the State of Maryland, by Edward J. Abrams, by Deed dated October 28th, 1977 and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 127, folio 644.

AND THE said Attorney further reports that he has received from the said purchaser the deposit required by the terms of sale and has also received the purchaser's agreement to comply with the terms of sale, which are as follows:

TERMS OF SALE: A deposit of \$3,000.00 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. The property will be sold in an "As Is" condition, subject to any conditions, restrictions and agreements of record, and also any existing building violations, etc. affecting the same, if any.

Respectfully submitted,


GEORGE E. RULLMAN, JR., Assigned for
Purposes of Foreclosure

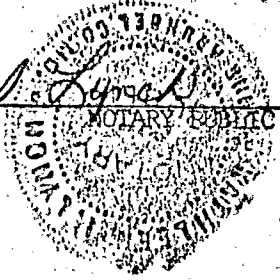
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 20th day of MARCH, 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., Assignee for the Purposes of Foreclosure, 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
Kathleen I. Lynch



My commission expires: July 1, 1982

Rullman and Stevens, Chartered
Attorneys at Law
7 Willow Street
Annapolis, Maryland - 21401

PUBLIC SALE

OF

VALUABLE PROPERTY

SITUATE ON KENT ISLAND, IN THE SUBDIVISION OF ROMANCOKE ON THE BAY, IN THE
FOURTH ELECTION DISTRICT OF QUEEN ANNE'S COUNTY, MARYLAND IMPROVED BY A
NEARLY COMPLETED DWELLING HOUSE.

Under and by virtue of the power of sale contained in a Mortgage
from Willcliff Development, Inc., Mortgagor and Clifford Anderson and Joan
M. Anderson, his wife, Guarantors, to First Federal Savings and Loan Associa-
tion of Annapolis dated October 28th, 1977 and recorded among the Land
Records of Queen Anne's County in Liber C.W.C. No. 127, folio 646, the under-
signed Attorney to make sale of property therein described, 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

TUESDAY, MARCH 20, 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, Fourth Election District of Queen Anne's County, in the State of
Maryland, being known and designated as Lot No. 16, Block I, of the Second
Section of Romancoke on the Bay, as the same is more particularly set forth
and described on a plat entitled "Romancoke on the Bay, Section 2", by James
H. Ludlow Associates, registered surveyors, dated May, 1958, and recorded
among the Land Records of Queen Anne's County in Liber T.S.P. No. 41, folio
386, and in Plat Book T.S.P. No. 1, folio 43.

BEING the same property conveyed to Willcliff Development, Inc.,
a body corporate of the State of Maryland, by Edward J. Abrams, by Deed dated
October 28th, 1977 and recorded among the Land Records of Queen Anne's County
in Liber C.W.C. No. 127, folio 644.

TERMS OF SALE: A deposit of \$3,000.00 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. The
property will be sold in an "As Is" condition, subject to any conditions,
restrictions and agreements of record, and also any existing building
violations, etc. affecting the same, if any. For further particulars contact
the undersigned.

GEORGE E. RULLMAN, JR.
Assignee for Purposes of Foreclosure

JOE JACKSON AUCTIONEER

RECEIVED
CLERK, CIRCUIT COURT
1979 MAR 27 AM 9:30
QUEEN ANNE'S COUNTY

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, Maryland, on Tuesday, March 20th, 1979 at 11:00 A.M. at and for the sum of THIRTY SIX THOUSAND AND 00/100 DOLLARS (\$ 36,000.00), I then and there being the highest bidder thereof, and in the name(s) of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS and I/we agree to comply with the terms of sale as expressed on the reverse side hereof.

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS

BY: J. Dean Sunderland
Purchaser(s)
J. DEAN SUNDERLAND, VICE-PRESIDENT

I HEREBY CERTIFY, that I, as Auctioneer, did sell the property described on the reverse side hereof at public sale, on Tuesday, March 20th, 1979 at 11:00 A.M. at the Court House Door, in the City of Centreville, Maryland, to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, at and for the sum of THIRTY SIX THOUSAND AND 00/100 DOLLARS (\$ 36,000.00), he/they then and there being the highest bidder(s) therefor; I further certify that the sale was fairly made.

Joe Jackson
Joe Jackson Auctioneer

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 20th day of MARCH, 1979, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. Dean Sunderland, Vice President of First Federal Savings and Loan Association of Annapolis, the purchaser(s) of the real estate described on the reverse side hereof and made oath in due form of law:

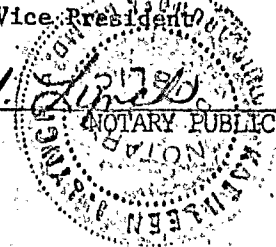
1. That in this purchase he was/was not acting as agent for anyone.
2. That the only other person interest in this purchase is: NONE
3. That he/they have not directly, or indirectly, discouraged anyone from bidding for the said property and that the sale was open to all bidders.

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS

BY: J. Dean Sunderland
J. Dean Sunderland, Vice President

WITNESS my hand and Notarial Seal.

Kathleen T. Lynch
Kathleen T. Lynch



My commission expires: July 1, 1982

DEPT. OF REGISTERED PROFESSIONALS
STATE OF MARYLAND
ANNE ARUNDEL COUNTY

188 1045 SE

ORDER NISI ON SALE

IN THE MATTER OF THE SALE OF THE
MORTGAGED REAL ESTATE OF
WILLCLIFF DEVELOPMENT, INC.,
MORTGAGOR AND CLIFFORD ANDERSON
AND JOAN M. ANDERSON, HIS WIFE,
GUARANTORS

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 6368

ORDERED, this 27th day of March, 19 79, that
the sale of the real property, made and reported in this cause by
George E. Rullman, Jr., Assignee, be ratified and confirmed,
on or after the 27th day of April, 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 suc-
cessive weeks before the 20th day of April, 19 79.

The report states the amount of sales to be \$ 36,000.00.

Marguerite D. Menkin Clerk

Filed March 27, 1979



The Second Judicial Circuit of Maryland

GEORGE B. RASIN, JR.
CHIEF JUDGE
CHESTERTOWN, MD. 21620
HARRY E. CLARK
ASSOCIATE JUDGE
EASTON, MD. 21601
H. KENNETH MACKEY
ASSOCIATE JUDGE
ELKTON, MD. 21921
J. ALBERT RONEY, JR.
ASSOCIATE JUDGE
ELKTON, MD. 21921
K. THOMAS EVERNGAM
ASSOCIATE JUDGE
DENTON, MD. 21029
CLAYTON C. CARTER
ASSOCIATE JUDGE
CENTREVILLE, MD. 21617

April 30, 1979

CAROLINE COUNTY
CECIL COUNTY
KENT COUNTY
QUEEN ANNE'S COUNTY
TALBOT COUNTY

758-0216

George E. Rullman, Jr., Esquire
7 Willow Street
Annapolis, Maryland 21401

Re: Chy. Cause No. 6368

Dear Mr. Rullman:

The Final Order for Ratification of the sale to First Federal Savings & Loan Association of Annapolis cannot be signed because there is no Certificate of Publication of the preceding Order Nisi on Sale.

Very truly yours,

CLAYTON C. CARTER,
JUDGE

CCC:mfp

...May...2..... 1979.

THIS IS TO CERTIFY,

That the annexed

...Public 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 the15..... day
of March... 19..79

BAY PUBLISHING CORPORATION
Publishers

Rullman and Stevens, Chartered
Attorneys at Law
7 Willow Street
Annapolis, Maryland - 21401

PUBLIC SALE

OF

VALUABLE PROPERTY

SITUATE ON KENT ISLAND, FOURTH ELECTION DISTRICT OF QUEEN ANNE'S COUNTY, MARYLAND IMPROVED DWELLING HOUSE

Under and by virtue of a Mortgage from William Clifford Anderson and his wife, Guarantors, to First Federal Savings and Loan Association of Annapolis dated October 1977 and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 127, folio 646, the undersigned Attorney to make sale of property therein described, 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

TUESDAY, MARCH 20, 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, Fourth Election District of Queen Anne's County, in the State of Maryland, being known and designated as Lot No. 16, Block 1, of the Second Section of Romaneoke on the Bay, as the same is more particularly set forth and described as a plat entitled "Romaneoke on the Bay, Section 2", by James H. Ludlow Associates, registered surveyors, dated May, 1958, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 41, folio 386, and in Plat Book T.S.P. No. 1, folio 43.

BEING the same property conveyed to Willeliff Development, Inc., a body corporate of the State of Maryland, by Edward J. Abrams, by Deed dated October 20, 1977 and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 127, folio 644.

TERMS OF SALE: A deposit of \$3,000.00 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. The property will be sold in an "As Is" condition, subject to any conditions, restrictions and agreements of record, and also any existing building violations, etc. affecting the same, if any. For further particulars contact the undersigned.

GEORGE E. RULLMAN, JR.
Assignee for Purposes of Foreclosure
JOE JACKSON AUCTIONEER

RO-2-28-31

By George E. Rullman, Jr.
CLERK, CIRCUIT COURT
QUEEN ANNE'S COUNTY
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MAY - 2 AM 9:52

THIS IS TO CERTIFY, That the annexed *Order.... Nisi. Case # 6368* 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 *April*..... 19.79

BAY PUBLISHING CORPORATION
Publishers

By *Quynia Welch*

RECEIVED
CLERK OF DISTRICT COURT
1979 MAY - 2 PM 12: 00
QUEEN ANNE'S COUNTY

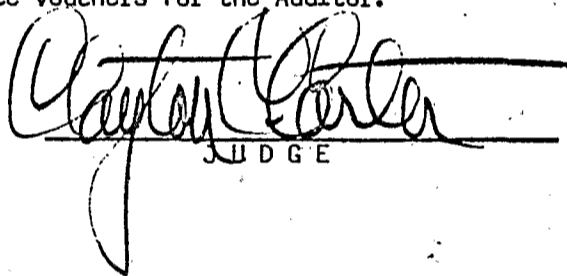
ORDER NISI ON SALE
IN THE MATTER OF THE SALE OF THE
MORTGAGED REAL ESTATE OF
WILCLIFF DEVELOPMENT, INC.
MORTGAGOR AND CLIFFORD ANDERSON
AND JOAN M. ANDERSON, HIS WIFE
GUARANTORS
IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
CASE NO. 6368
ORDERED, this 27th day of March, 1979, that the sale of the real property, made and reported in this cause by George E. Rullman, Jr., Asshonor, be ratified and confirmed; on or after the 27th day of April, 1979, unless cause to the contrary hereof be previously shown, provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive-weeks before the 20th day of April, 1979.
The report states the amount of sales to be \$36,000.00.
MARGUERITE W. MANKIN Clerk
Filed March 27, 1979
TRUE COPY, TEST:
MARGUERITE W. MANKIN, CLERK
BY: BETTY M. COMEGYS
DEPUTY CLERK
RO4-43t

IN THE MATTER OF THE SALE OF
THE MORTGAGED REAL ESTATE OF
WILLCLIFF DEVELOPMENT, INC.,
MORTGAGOR AND CLIFFORD ANDERSON
AND JOAN M. ANDERSON, his wife,
GUARANTORS.

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
EQUITY NO. 6368

* * * * *
FINAL ORDER

ORDERED BY THE COURT, this 3rd day of May, 1979,
that the sale made and reported by George E. Rullman, Jr., Assignee for
Purpose of Foreclosure, be and the same is hereby finally Retified 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 Assignee aforesaid allowed the usual commissions and such
proper expenses as they shall produce vouchers for the Auditor.


JUDGE

RECEIVED
CLERK, CIRCUIT COURT
1979 MAY -3 PM 4:15
QUEEN ANNE'S COUNTY

IN THE MATTER OF THE SALE
OF THE MORTGAGED REAL ESTATE
OF WILLCLIFF DEVELOPMENT, INC.,
MORTGAGOR AND CLIFFORD ANDERSON
AND JOAN M. ANDERSON, HIS WIFE,
GUARANTORS

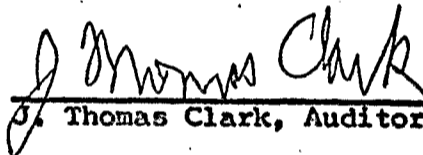
IN THE CIRCUIT COURT
FOR QUEEN ANNE'S
COUNTY
IN EQUITY
No. 6368

TO THE HONORABLE, THE JUDGES OF SAID COURT:

1. That this account is stated at the request of George E. Rullman, Jr., Assignee and vendor, wherein it appears that the proceeds of sale are insufficient to pay the mortgage debt and expenses of sale. The deficiency appears to be in the sum of \$4,105.71.

2. That in the within account, George E. Rullman, Jr., Assignee and vendor, is charged with the proceeds of sale made by him, the tax adjustment and interest collected by him, per settlement sheet; and he is allowed thereafter his counsel fee per mortgage, his commissions for making said sale, the court costs, the bond premium, the advertising fees, the auctioneer's fee, the fee and expenses of your Auditor, and the balance was credited toward the principal and interest indebtedness.

January 30, 1981


J. Thomas Clark, Auditor

CAUSE NO. 6368

The sale of land reported in this cause by George E. Rullman, Jr., Assignee and vendor, to sell and convey the land in this suit.

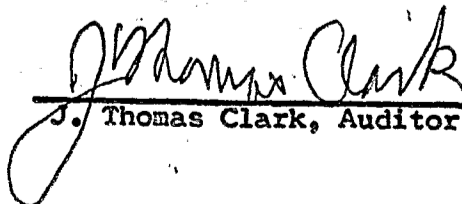
Dr.

1979		
Mar. 20	By proceeds of sale of land, per report of said vendor-----	\$36,000.00
	By tax adjustment, per settlement sheet-----	32.33
	By interest collected, per settlement sheet-----	<u>433.84</u>
	By gross proceeds of sale-----	<u>\$36,466.17</u>

Cr.

To George E. Rullman, Jr., for counsel fee per mortgage	\$ 360.00
To George E. Rullman, Jr., his commissions for making said sale	1,950.00
To do., for amounts paid Marguerite W. Mankin, Clerk, for:	
1-Advanced filing fee-----	\$ 50.00
2-Appearance fee-----	10.00
3-Clerk's additional-----	<u>73.00</u>
	133.00
To do., for an amount paid Basil-Voges, Inc., for the bond premium in this cause	168.00
To do., for amounts paid Queen Anne's Record-Observer, for advertising fees	148.50
To do., for an amount paid Jackson's Auction Service, Auctioneer, for crying said sale	90.00
To J. Thomas Clark, Auditor, for:	
1-Stating this account-----	\$ 45.00
2-Notifying parties-----	<u>15.00</u>
	60.00
To First Federal Savings and Loan Association of Annapolis, for partial payment on principal and interest, per statement of mortgage debt, in the sum of \$37,662.38, the balance, or the sum of	
	<u>33,556.67</u>
	<u>\$36,466.17</u> <u>\$36,466.17</u>

January 30, 1981


 J. Thomas Clark, Auditor

IN THE MATTER OF THE SALE
OF THE MORTGAGED REAL ESTATE
OF WILLCLIFF DEVELOPMENT, INC.,
MORTGAGOR AND CLIFFORD ANDERSON
AND JOAN M. ANDERSON, HIS WIFE,
GUARANTORS

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S
COUNTY
IN EQUITY
No. 6368

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on January 30, 1981, 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 parties to this cause, to wit:

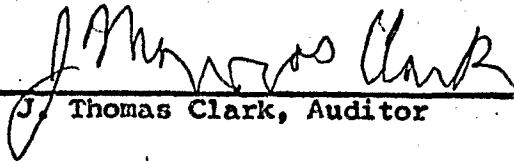
George E. Rullman, Jr., Esquire
7 Willow Street
Annapolis, MD 21401

First Federal Savings and Loan
Association of Annapolis
2024 West Street
Annapolis, MD 21401

Willcliff Development, Inc.
Clifford Anderson and
Joan M. Anderson
Stevensville, MD 21666

Pursuant to Md. Rule 595g, of the Maryland Rules of Procedure I notified each of them that said account was filed on January 30, 1981, with the Clerk of the Circuit Court Centreville, Maryland, and that exceptions to said audit must be filed on or before February 17, 1981, and if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on February 18, 1981.

January 30, 1981



J. Thomas Clark, Auditor

IN THE MATTER OF THE SALE OF THE
MORTGAGED REAL ESTATE OF WILLOCLIFF
DEVELOPMENT, INC., MORTGAGOR AND
CLIFFORD ANDERSON AND JOAN M.

XIX,

ANDERSON, HIS WIFE, GUARANTORS

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

No. 6368

NISI RATIFICATION OF AUDIT

ORDERED this 30th day of January, 1981,
that the report and account filed in these proceedings by _____
J. Thomas Clark, Auditor, be ratified on or after the
18th day of February, 1981, 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 30, 1981

IN THE MATTER OF THE SALE OF THE
MORTGAGED REAL ESTATE OF WILLCLIFF
DEVELOPMENT, INC., MORTGAGOR AND
CLIFFORD ANDERSON AND JOAN M.
~~XXXXX~~
ANDERSON, HIS WIFE, GUARANTORS

* IN THE CIRCUIT COURT
* FOR QUEEN ANNE'S COUNTY
* IN EQUITY
* No. 6368
*
*
*

FINAL RATIFICATION OF AUDIT

ORDERED this 18th day of February, 19 81,
by the Court that the account of the Auditor is finally ratified and
confirmed, and George E. Rullman, Jr., Assignee, ~~XXXXXXXXXXXX~~,
is directed to apply the proceeds accordingly, with a due proportion of
interest as the same has been or may be received.

Marguerite H. Hankin Clerk

Filed February 18, 1981

BEATRICE WASHINGTON
4100 New Castle Avenue
New Castle, Delaware 19720,
Plaintiff

vs.

BAY SHORE ROD AND GUN CLUB, INC.
c/o Charles E. Nesbitt, President
318 Little Kidwell Avenue
Centreville, Maryland 21617,
Defendant

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

* Cause No. 5422

* \$15.00 Pd.
* R. 50367

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Oratrix, complaining says:

1. That she is the Seller in the written Contract of Sale between herself and the Defendant, as Buyer, dated February 28, 1973, of which one of the originals is filed herewith, marked "Plaintiff's Exhibit A", as part of this Bill of Complaint.
2. That the entire property sold is described by the survey referred to in said Contract, the plat of which is filed herewith, marked "Plaintiff's Exhibit B", as part of this Bill of Complaint.
3. That the deed to the Seller from Howard Elliott for an undivided one-third interest in the property sold by said Contract, dated March 25, 1972, and recorded among the land records of Queen Anne's County in Liber C.W.C. No. 63, folio 623, is filed herewith, marked "Plaintiff's Exhibit C", as part of this Bill of Complaint.
4. That a certified copy of the deed for the southern part of the property sold by said Contract, from Samuel Vansant and wife to Samuel Harrison, dated October 18, 1873, and recorded among said land records in Liber J.W. No. 4, folio 278, is filed herewith, marked "Plaintiff's Exhibit D", as part of this Bill of Complaint.
5. That the Buyer having examined the title of the real estate sold under said Contract has advised your Oratrix that it is unwilling to accept her title as good and merchantable, owing to the fact that her title of the northern part thereof, containing approximately ten (10) acres of land, is based on prescription.
6. That Plaintiff and her predecessors in title have been in actual, open, notorious, exclusive, hostile, and continuous possession, under a claim of title and ownership, of the real estate surveyed as aforesaid and sold by said Contract of Sale, including all that part thereof which was not conveyed by said deed marked "Plaintiff's Exhibit D", for more than twenty (20) consecutive years just prior to the filing of this Bill of Complaint and accordingly your Oratrix is vested with a good and merchantable, fee simple title to said real estate containing 17.422 acres, more or less, and each and every part thereof.

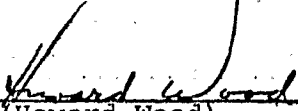
12 843

TO THE END, THEREFORE:

(A) That said Contract of Sale may be specifically enforced and Defendant directed by decree of this Honorable Court to perform its covenants thereunder;

(B) And that Plaintiff be granted such other and further relief as her case may require.

And, as in duty bound, etc.,



(Howard Wood)

Attorney for Plaintiff
119 Lawyers Row
Centreville, Maryland 21617
Tel: 301-758-1460

Filed March 9, 1973

THIS CONTRACT OF SALE, made this 28th day of February, 1973, by and between Beatrice Washington, of New Castle County, in the State of Delaware, hereinafter called "Seller", and Bay Shore Rod and Gun Club, Inc., a Maryland Corporation, hereinafter called "Buyer";

WITNESSETH, that the Seller does hereby agree to sell and does sell unto the Buyer and the Buyer does hereby agree to buy and does buy from the Seller, upon the terms and conditions hereinafter set forth, all of the following described real estate, to wit:

DESCRIPTION: All that lot of land situate in the Seventh Election District of Queen Anne's County, in the State of Maryland, described by survey made by William R. Nuttle on August 15, 1972, as follows:

BEGINNING for the same at an iron pipe at the southeast corner of the herein described lands, said point being the southwest corner of the lands of Charles Wright, Jr. and a corner for the lands of Harry Wright, Jr.; and running thence, by and with said Harry Wright, Jr. lands S 87°28'40W - 427.97' to a point near the center of Spring Road; thence, to and by and with the lands of Norman D. Elliott and by and with the "John Harrison Farm" the two following courses and distances: (1) N07°53'10"W32.54' to an iron pipe and (2) N 07°53'10" W - 1378.74' to a large stone: thence, still by and with said "John Harrison Farm" S 89°09'30" E - 699.65' to an iron pipe and the aforementioned Charles Wright, Jr. lands; thence, by and with said Charles Wright, Jr. lands S 05°11' E - 576.80' to an iron pipe, S 85°00'20" W - 202.93' to an iron pipe, and S 05°16'20" E - 780.00' to the place of beginning. Containing in all 17.422 acres of land, more or less; being the same land of which Samuel Harrison died, seized and

LIBER 12 846

possessed, intestate, a resident of Queen Anne's County, a widower, leaving three children surviving as his heirs: Martha Harrison, Elizabeth Harrison and George Harrison. Martha Harrison died intestate in 1923, a resident of New Castle County, State of Delaware, leaving surviving as her only heir her daughter, Agnes Harrison, who married Howard Elliott. Elizabeth Harrison died intestate about 1930, a resident of Camden, New Jersey, leaving said Agnes Harrison, her niece, as her only heir. George Harrison died intestate, a resident of Philadelphia, Pennsylvania, a widower, leaving said Agnes Harrison, his niece, as his only heir. Howard Elliott granted his undivided one-third interest in said land to the Seller by deed dated March 25, 1972, and recorded among the land records of Queen Anne's County in Liber C.W.C. No. 63, folio 623. Part of said land, containing 7 acres, 3 roods and 18 perches, more or less, was acquired by Samuel Harrison by deed from Samuel Vansant and wife, dated October 18, 1873, and recorded among said land records in Liber J.W. No. 4, folio 278.

TERMS OF SALE

The purchase price for said real estate is \$3,488.40, of which the sum of \$488.40, has been paid to Vachel A. Downes Jr., Attorney for the Buyer, to be held in escrow by him pending discharge of this Contract of Sale. The balance of said price in the sum of \$3,000.00 shall be paid on or before the 31st day of July, 1973, in cash or by certified check, on which lastmentioned date the Seller is to convey the aforesaid real estate to the Buyer by a good and sufficient fee simple deed of special warranty conveying a good and merchantable title free of liens and encumbrances.

The Buyer is to procure and pay for such title examination and/or guarantee as it may desire and shall also pay for all

title papers, recording cost and transfer tax, recordation stamps and notary fees incident to the transfer of the property.

Full possession of the aforesaid real estate shall be given to the Buyer at the said time of final settlement. All State and County taxes upon said real estate shall be adjusted between the parties hereto as of the said date of settlement hereunder.

In the event that the Seller is unable to convey a good and merchantable title to the Buyer at the time of final settlement hereunder, then and in that event the Seller agrees to return to the Buyer any and all moneys paid hereunder, and this Contract of Sale shall become null and void;

Should the Buyer fail to pay the entire amount of the purchase money previously unpaid, at the time of final settlement hereunder, the Seller being then and there ready, willing and able to convey a good and merchantable title to said property as hereinabove provided, then and in that event, the Seller shall be entitled, at her option, to retain the initial deposit of \$488.40, hereinabove referred to, as liquidated damages.

Final settlement for the property shall be made at the office of Vachel A. Downes, Jr., Attorney, at Centreville, Maryland on the 31st day of July, 1973 between the hours of 9 A.M. and 3 P.M., or upon such other date or at such other location as may be mutually agreeable to the parties hereto.

AND THIS CONTRACT OF SALE FURTHER WITNESSETH:

That the Seller, for herself, her heirs and assigns, covenants to and with the said Buyer, its successors and assigns, to perform that part of this Contract of Sale on her part to be performed, in the manner and at the times herein provided for the performance of the same.

1973 12 318

That the said Buyer, for itself, its successors and assigns, covenants to and with the said Seller, her heirs and assigns, to perform that part of this Contract of Sale on its part to be performed in the manner and at the times herein provided for the performance of the same.

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

WITNESS: (as to Seller)

William B. Harman

Richard Washington (SEAL)
SELLER

WITNESS: (as to Buyer)

BAY SHORE ROD AND GUN CLUB, INC.

Howard Wood

By Charles E. Bell
President

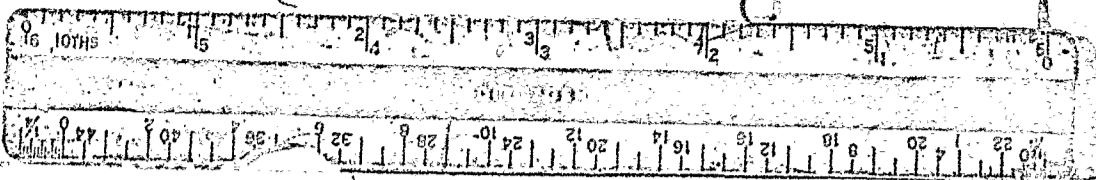
BUYER

WITNESS: (as to Corporate Seal)

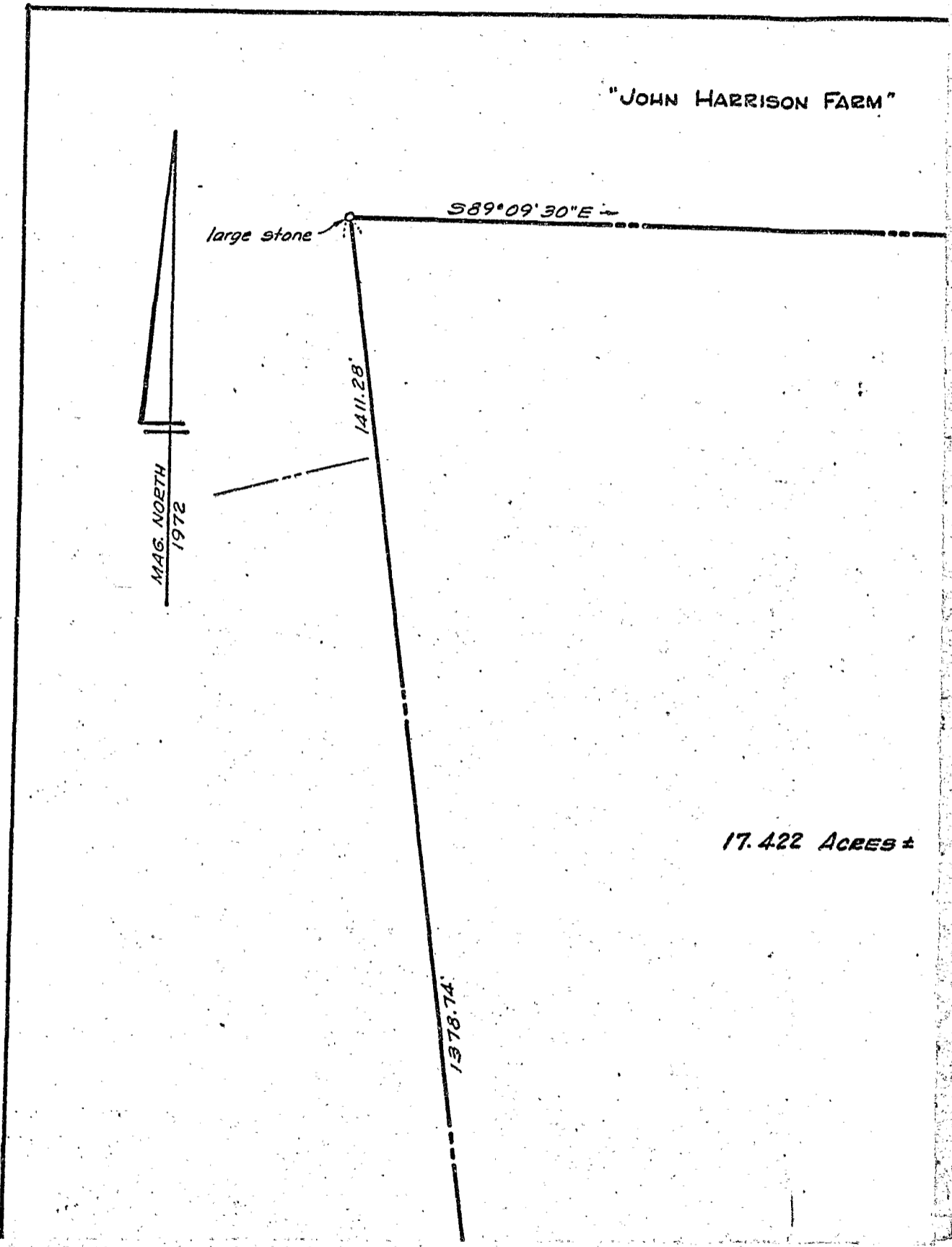


Perry Kennedy
Secretary

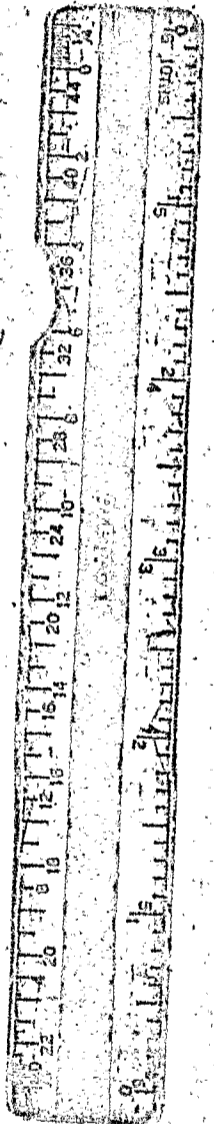
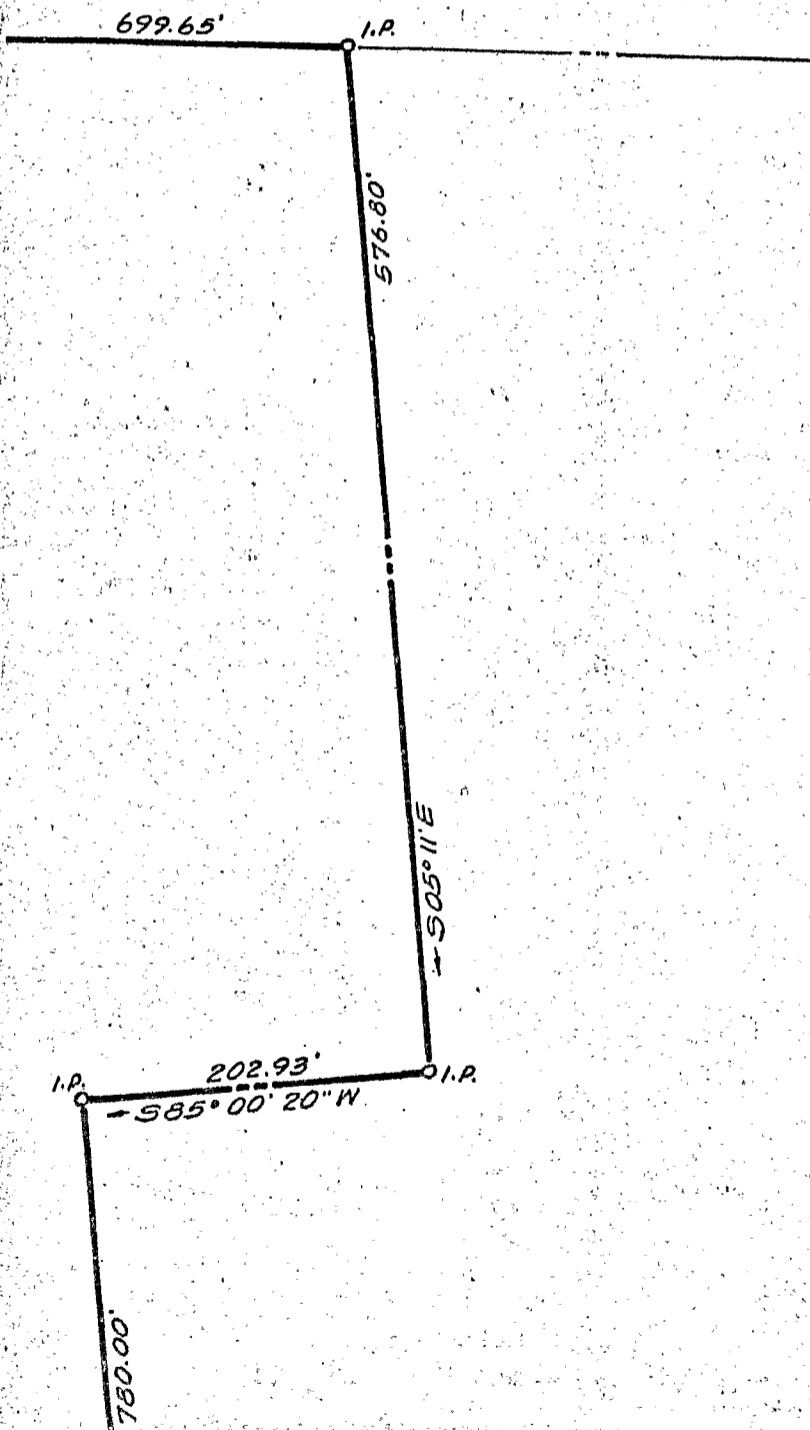
Filed March 9, 1973



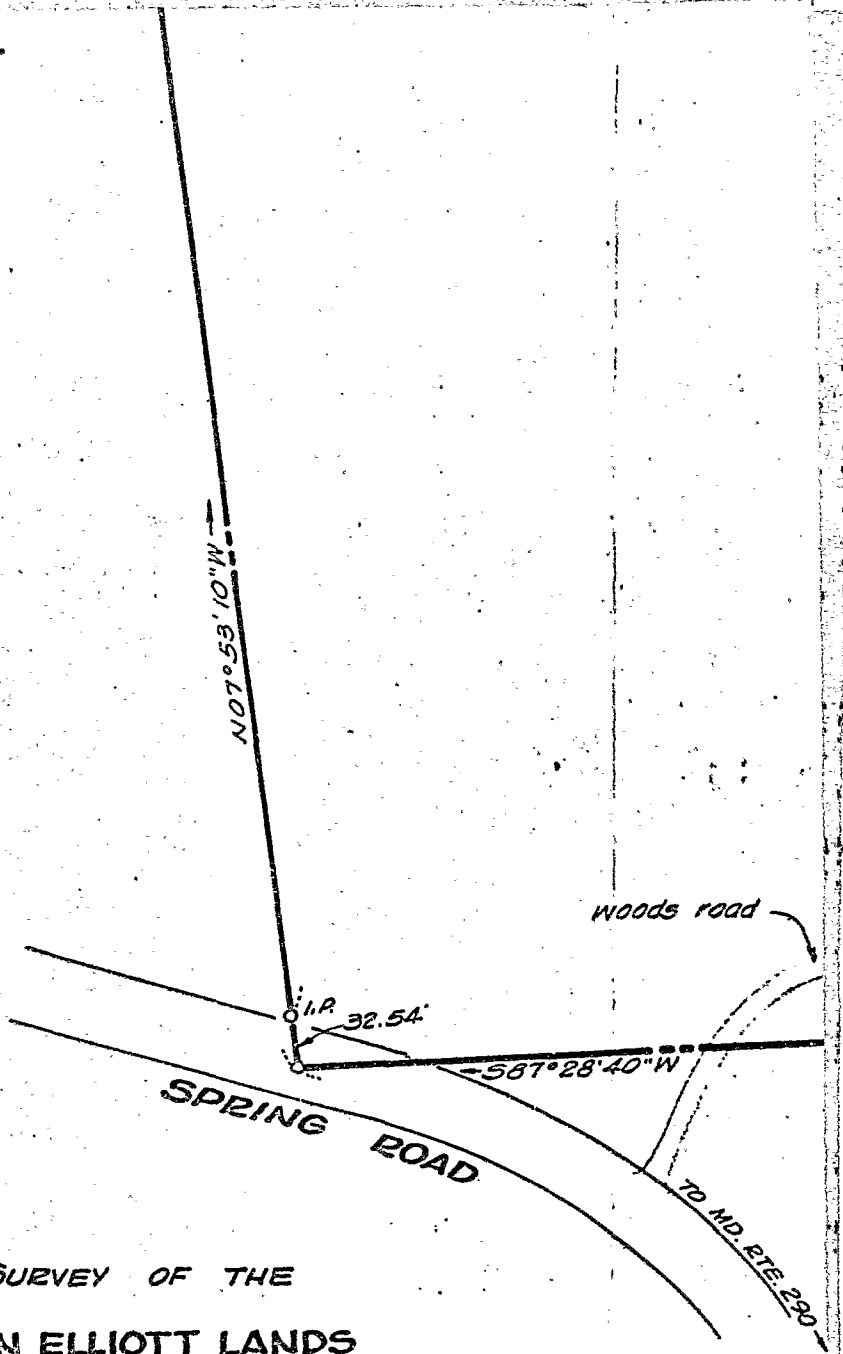
"JOHN HARRISON FARM"



17.422 Acres ±



NORMAN D. ELLIOTT



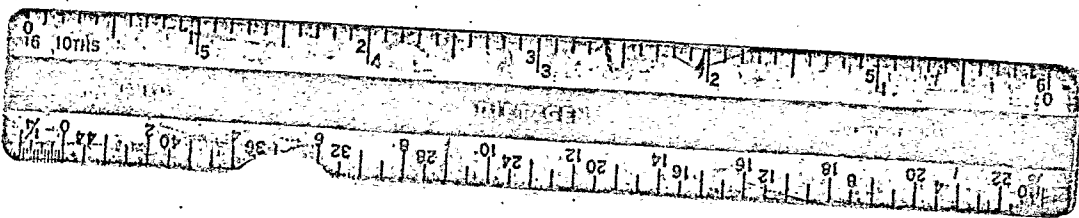
PLAT OF A SURVEY OF THE
AGNES HARRISON ELLIOTT LANDS

7TH DISTRICT, QUEEN ANNES CO., MD.

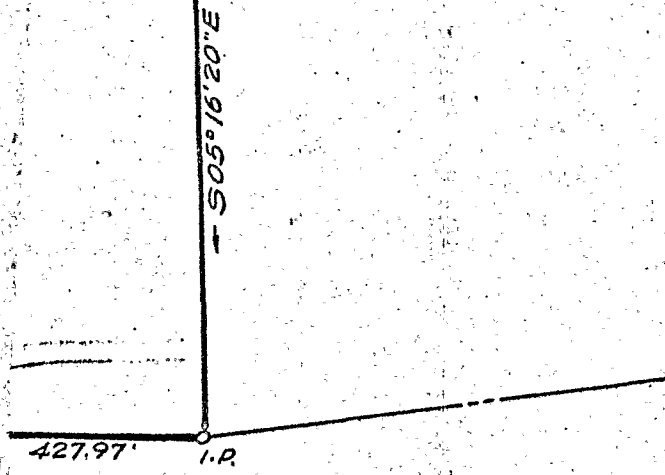
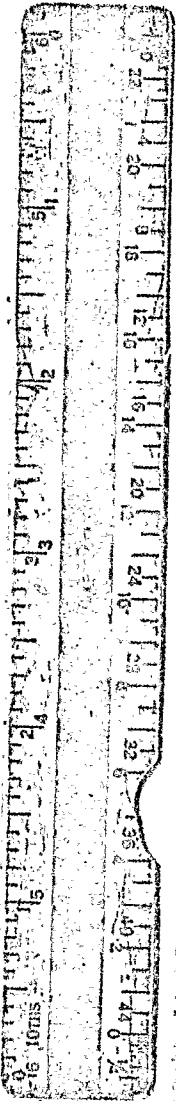
Scale 1" = 100'

Aug. 1972.

William R. Nuttle, Reg. Surveyor
Chestertown, Md.



CHARLES WRIGHT, JR.



HARRY WRIGHT, JR.

I.P. = iron pipe
Note: All markers witnessed
by a steel fence post.

No. 48224
RECEIVED FOR RECORD *March 25, 1972* 2:35 P.M.

THIS DEED, made this 25th day of *March*, 1972, by HOWARD ELLIOTT, of New Castle County, in the State of Delaware;

WITNESSETH, that for and in consideration of the sum of Five Dollars (\$5.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Howard Elliott does hereby grant and convey unto BEATRICE WASHINGTON, of New Castle County, in the State of Delaware, her heirs and assigns, in fee simple, all of the following described real estate, to wit:

ALL of the undivided one-third interest of Howard Elliott, of, in and to all that lot or parcel of land situate in the Seventh Election District of Queen Anne's County, State of Maryland, on the North side of Spring Road, bounded on the West by the land of Norman D. Elliott and wife, on the North by the Harrison Farm, on the East by the land of Ida Wright and Charles Wright Jr., her husband, and on the South by land of Harry Wright Jr., formerly of John Wright, containing seventeen (17) acres of land, more or less; being the same land of which Samuel Harrison died seized and possessed, intestate, a resident of Queen Anne's County, a widower, leaving three children surviving as his heirs: Martha Harrison, Elizabeth Harrison and George Harrison. Martha Harrison died intestate in 1923, a resident of New Castle County, State of Delaware, leaving surviving as her only heir her daughter, Agnes Harrison, who married Howard Elliott. Elizabeth Harrison died intestate about 1930, a resident of Camden, New Jersey, leaving said Agnes Harrison, her niece, as her only heir. George Harrison died intestate, a resident of Philadelphia, Pennsylvania, a widower, leaving said Agnes Harrison, his niece, as his only heir.

BEING also the same and all of the land of which Agnes Harrison Elliott died seized and possessed, intestate, a resident of New Castle County, Delaware, in or about the year 1968, leaving surviving as her only heirs the said Howard Elliott, her husband, and the said Beatrice Washington, her daughter.

LIBER 63 PAGE 623
-1-

2/24/72 Delivered to Howard Wood, Esq.

LIBER 12 PAGE 853

LIBER 12 no. 854

LIBER 63 PAGE 624

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

TO HAVE AND TO HOLD the said lot or parcel of land and premises unto and to the use of the said Beatrice Washington, her heirs and assigns, in fee simple, forever.

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

WITNESS the hand and seal of the said Grantor:

TEST:

Joseph A. Moore

Howard Elliott
(Howard Elliott)

(SEAL)

STATE OF DELAWARE, NEW CASTLE COUNTY, TO WIT:

On this, the 2nd day of March, 1972, before me, the subscriber, a Notary Public for the State and County aforesaid, personally appeared HOWARD ELLIOTT, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS whereof, I hereunto set my hand and affix my official seal:



Joseph A. Moore

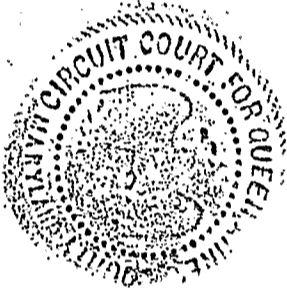
Notary Public

My Commission Expires 9/11/72

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that the foregoing Instrument is truly taken and copied from the original filed and recorded in the Office of the Clerk of the Circuit Court for Queen Anne's County in Liber C. W. C. No. 63, folio 623, a Land Record Book for Queen Anne's County, Maryland



IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Queen Anne's County, this 9th day of March, 1973.

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

Examiner's Exhibit C

Plaintiff's Exhibit C

LIBER

12 PAGE 855

LIBER

12 PAGE 356

No. 68774

RD. 45224

RECEIVED FOR RECORD May 10, 1972 2:35 PM

THIS DEED, made this 25th day of March, 1972, by HOWARD ELLIOTT, of New Castle County, in the State of Delaware;

WITNESSETH, that for and in consideration of the sum of Five Dollars (\$5.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Howard Elliott does hereby grant and convey unto BEATRICE WASHINGTON, of New Castle County, in the State of Delaware, her heirs and assigns, in fee simple, all of the following described real estate, to wit:

ALL of the undivided one-third interest of Howard Elliott, of, in and to all that lot or parcel of land situate in the Seventh Election District of Queen Anne's County, State of Maryland, on the North side of Spring Road, bounded on the West by the land of Norman D. Elliott and wife, on the North by the Harrison Farm, on the East by the land of Ida Wright and Charles Wright Jr., her husband, and on the South by land of Harry Wright Jr., formerly of John Wright, containing seventeen (17) acres of land, more or less; being the same land of which Samuel Harrison died seized and possessed, intestate, a resident of Queen Anne's County, a widower, leaving three children surviving as his heirs: Martha Harrison, Elizabeth Harrison and George Harrison. Martha Harrison died intestate in 1923, a resident of New Castle County, State of Delaware, leaving surviving as her only heir her daughter, Agnes Harrison, who married Howard Elliott. Elizabeth Harrison died intestate about 1930, a resident of Camden, New Jersey, leaving said Agnes Harrison, her niece, as her only heir. George Harrison died intestate, a resident of Philadelphia, Pennsylvania, a widower, leaving said Agnes Harrison, his niece, as his only heir.

BEING also the same and all of the land of which Agnes Harrison Elliott died seized and possessed, intestate, a resident of New Castle County, Delaware, in or about the year 1968, leaving surviving as her only heirs the said Howard Elliott, her husband, and the said Beatrice Washington, her daughter.

LIBER

63 PAGE 623

-1-

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

TO HAVE AND TO HOLD the said lot or parcel of land and premises unto and to the use of the said Beatrice Washington, her heirs and assigns, in fee simple, forever.

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

WITNESS the hand and seal of the said Grantor:

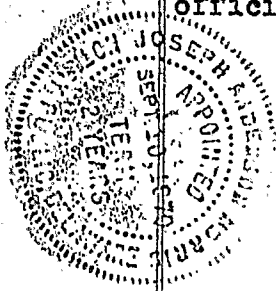
TEST: Joseph A. Moran

Howard Elliott (SEAL)
(Howard Elliott)

STATE OF DELAWARE, NEW CASTLE COUNTY, TO WIT:

On this, the 2nd day of March, 1972, before me, the subscriber, a Notary Public for the State and County aforesaid, personally appeared HOWARD ELLIOTT, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS whereof, I hereunto set my hand and affix my official seal:



Joseph A. Moran

Notary Public

My Commission Expires: 9/10/72

Filed March 9, 1973

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

2/

April Return Day
File No. 5422
Docket CWC No. 3, folio 89

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

TO: Bay Shore Rod and Gun Club, Inc.
c/o Charles E. Nesbitt, President
318 Little Kidwell Avenue
Centreville, Maryland 21617

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

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

Beatrice Washington
4100 New Castle Avenue
New Castle, Delaware 19720

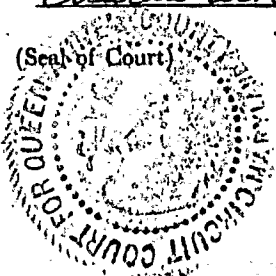
Issued the 9th day of March 19 73

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

ATTORNEY(S) FOR PLAINTIFF(S)

NAME: Howard Wood, Esquire
119 Lawyers Row
ADDRESS: Centreville, Maryland
301-758-1460

NAME: _____
ADDRESS: _____

Charles E. Cecil
Clerk
(Seal of Court)


NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE April 17,
1973, THE PLAINTIFF MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Filed Mar 14, 1973

Summons served on Charles E. Nesbitt, President for the Bay Shore Rod and gun club, Inc. and a copy of the summons and bill of complaint left with Charles E. Nesbitt this 13th day of March, 1973.

Alvin M. Butler
Deputy Sheriff for Queen Anne's County

Chy 700.5422

Bill of Complaint

no wood

3

LIBER

12 PAGE 860

BEATRICE WASHINGTON,
Plaintiff

vs.

BAY SHORE ROD AND GUN CLUB, INC.,
a Maryland Corporation,
Defendant

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

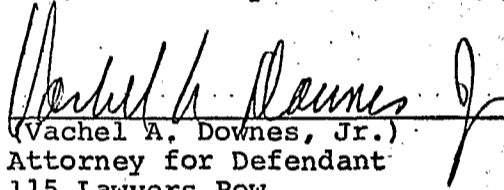
Cause No. 5422

ANSWER

The Defendant, BAY SHORE ROD AND GUN CLUB, INC., a Maryland Corporation, by Vachel A. Downes, Jr., its attorney, for answer to the Bill of Complaint respectfully shows:

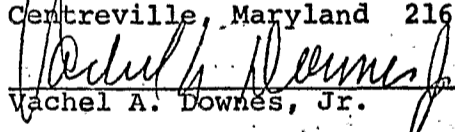
1. Defendant admits the allegations of paragraphs numbers 1,2,3,4, and 5 of said Bill of Complaint.
2. Defendant is without knowledge as to the allegations of paragraph number 6 of said Bill of Complaint.

And, as in duty bound, etc.,


 (Vachel A. Downes, Jr.)
 Attorney for Defendant
 115 Lawyers Row
 Centreville, Maryland 21617
 Tel: 301-758-0680

CERTIFICATE OF SERVICE

I hereby certify that on this 14 day of March, 1973, I left a copy of the foregoing answer at the office of Howard Wood, Attorney for Plaintiff, Centreville, Maryland 21617.


 Vachel A. Downes, Jr.

Filed March 19, 1973

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

4
✓
BEATRICE WASHINGTON
Plaintiff

LAW NO. _____

EQUITY NO. 5422

vs.

BAY SHORE ROD AND GUN CLUB, INC.
Defendant

NOTIFICATION TO PARTIES OF CONTEMPLATED DISMISSAL

No proceedings of record in the above-styled action having been taken within a period of eighteen months, the counsel of record are hereby notified, as provided by Maryland Rule 530, that an Order of Dismissal for lack of prosecution and Assessment of Costs will be entered against the Plaintiff after the expiration of thirty (30) days from the date of service (Md. Rule 306 c 3) of said Notice unless prior to the expiration of said thirty days a motion for suspension is filed pursuant to section c of Maryland Rule 530.

Copy of Notice mailed to:

Attorney for Plaintiff

Howard Wood
119 Lawyers Row
Centreville, Maryland 21617

Attorney for Defendant

Vachel A. Downes, Jr.
115 Lawyers Row
Centreville, Maryland 21617

by regular mail, postage prepaid, this 24th day of October, 19 74.

pursuant to Rule 306.

Charles W. Cecil
Charles W. Cecil, Clerk

BEATRICE WASHINGTON, * In the Circuit Court for

Plaintiff *

Queen Anne's County

VS. * In Equity, that process be issued
BAY SHORE ROD AND GUN CLUB, INC., * under will of Beatrice Washington
in Equity

Defendant *

Cause No. 5422

MOTION SUGGESTING DEATH OF PLAINTIFF

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Bay Shore Rod and Gun Club, Inc., Defendant, by Vachel A. Downes, Jr., its attorney, moves your Honors to issue process for the successor in interest of the Plaintiff, calling upon him to appear and prosecute this action, and for grounds of its Motion, respectfully shows:

1. That Defendant hereby suggests the death of the Plaintiff, having been advised by Howard Wood, her attorney, that she died a resident of New Castle County, Delaware, some time between April 18, 1973 and June 27, 1973.

2. That Defendant is further informed by Howard Wood, attorney, that he has in turn been advised by Leonard L. Williams, Esq., whose business address is 237 Delaware Trust Building, 900 Market Street, Wilmington, Delaware, that Plaintiff left a will which has been admitted to probate in New Castle County, Delaware, under which her husband, Walter Washington, has been granted Letters Testamentary as Executor, and that Mr. Williams represents said Executor.

WHEREFORE, Defendant cites Maryland Rule 220d and prays for the issuance of process for said Executor.

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

Respectfully submitted,

Vachel A. Downes Jr.

(Vachel A. Downes, Jr.)
Attorney for Defendant

I hereby certify that on this 25th day of November, 1974, I delivered a copy of the foregoing Motion to Howard Wood, Attorney Centreville, Maryland.

Vachel A. Downes Jr.

(Vachel A. Downes, Jr.)

Filed Nov. 25, 1974

ORDER OF COURT

6
ORDERED, this 27th day of November, 1974, by the Circuit Court for Queen Anne's County, in Equity, that process be issued for Walter Washington, Executor under will of Beatrice Washington, late of New Castle County, Delaware, deceased, in care of Leonard L. Williams, Esq., his Delaware Attorney, pursuant to Rule 105a (and see Rules 111 and 107a).

AND it is further ORDERED that the operation of the Dismissal Rule (Rule 530) is hereby suspended until further order of this Court in the premises.

B. Herbert Turner Jr.
judge

Filed Nov. 27, 1974

Circuit Court For Queen Anne's County

EQUITY SUMMONS:

7

Return Day
File No. 3A22
Docket C.W.C. No. 3, folio 89

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

TO: Walter Washington, Executor under will of Beatrice Washington, late of New Castle County, Delaware, deceased, in care of Leonard L. Williams, Esq., 237 Delaware Trust Building, 900 Market Street, Wilmington, Delaware

You are hereby summoned to the Circuit Court for Queen Anne's County to the ~~XXXXXX~~ Return Day of this Court, ~~XXXX~~ to answer an action at the suit of

Bay Shore Rod and Gun Club, Inc.
c/o Charles E. Nesbit, President
318 Little Kidwell Avenue
Centreville, Maryland 21617

Issued the 2nd day of December 19 74

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

DEFENDANT
ATTORNEY(S) FOR ~~XXXXXXXX~~(S)

NAME: Vachel A. Downes, Jr.
115 Lawyers Row
ADDRESS: Centreville, Md. 21617
301-758-0680

NAME: _____
ADDRESS: _____

NOTICE TO THE PERSON(S) SUMMONED:

IF YOU FAIL TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE SIXTY DAYS FROM DATE OF SERVICE ~~XXXXXXXX~~ THE ~~XXXXXXXX~~ DEFENDANT ~~XXXXXXXX~~ MAY OBTAIN A DECREE PRO CONFESSO AGAINST YOU.

Copy of Summons along with copy of all proceedings delivered to Vachel A. Downes, Jr., Atty., for personal service.

Charles H. Cecil
Clerk
(Seal of Court)

BEATRICE WASHINGTON,
Plaintiff

vs.

BAY SHORE ROD & GUN
CLUB, INC.,
Defendant

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*
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*
*

In the Circuit Court for
Queen Anne's County

in Equity

Cause No. 5422

AFFIDAVIT PROVING SERVICE ON DECEASED PLAINTIFF'S EXECUTOR

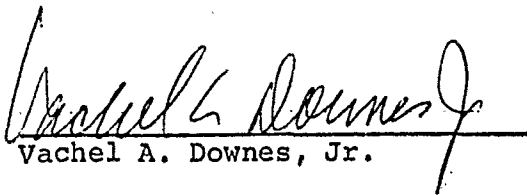
By Vachel A. Downes, Jr. - Attorney for Defendant

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

I, the undersigned, Vachel A. Downes, Jr., being first duly sworn according to law, do hereby depose and say:

1. That I am over 21 years of age and the Attorney of record for the Defendant but not a party to this action.
2. That copies of summons and all proceedings were duly made and delivered by the Clerk of this Court on December 2, 1974, to the undersigned, pursuant to this Court's order dated November 27, 1974, for personal service under Rules 105a, 107a and 111.
3. That the undersigned caused said copies of summons and all proceedings to be mailed on December 3, 1974, to Walter W. Washington at his home address, 4100 New Castle Avenue, New Castle, Delaware by certified mail marked "Deliver to Addressee Only".
4. That said copies were in fact received by Walter W. Washington on December 5, 1974, as evidenced by his signature on the original return receipt which is attached to this Affidavit.

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


Vachel A. Downes, Jr.

SENDER: Be sure to follow instructions on other side

PLEASE FURNISH SERVICE(S) INDICATED BY CHECKED BLOCK(S)
(Additional charges required for these services)

Show address where delivered Deliver ONLY to addressee

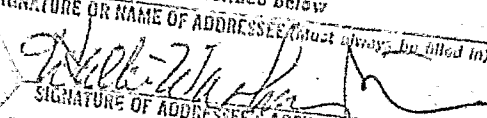
RECEIPT
Received the numbered article described below

REGISTERED NO. 9

CERTIFIED NO. 48040

INSURED NO.

DATE DELIVERED 12-8-74

SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)


SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

Deliver to addressee only

SHOW WHERE DELIVERED (Only if requested, and include ZIP Code)

FILED
DEC 18 1975

LIBEP 12 PAGE 865

9

BEATRICE WASHINGTON,	*	In the Circuit Court for
Plaintiff	*	
vs.	*	Queen Anne's County
BAY SHORE ROD & GUN CLUB, INC.,	*	in Equity
Defendant	*	Cause No. 5422

MOTION FOR ASSUMPTION OF JURISDICTION OF
ADMINISTRATION OF DECEASED PLAINTIFF'S
MARYLAND REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Bay Shore Rod and Gun Club, Inc., Defendant, by Vachel A. Downes, Jr., respectfully moves your Honors to assume jurisdiction of the administration of the Maryland real estate of Beatrice Washington, deceased Plaintiff, which is the same real estate which is the subject of this specific performance suit, and for grounds of its motion says:

1. That the Plaintiff, Beatrice Washington, died on April 27, 1973, a resident of New Castle County, State of Delaware, and her husband, Walter W. Washington, has duly qualified as Executor of her Will, of which a fully exemplified copy is filed herewith, marked "Defendant's Exhibit A".
2. That process was duly issued for and served upon said Executor, calling upon him to appear and prosecute this action, as appears by reference to the Defendant's Motion Suggesting Death of Plaintiff, the order passed thereon dated November 27, 1974, and the affidavit proving service filed herein; but that said Executor has not appeared or filed any response in this cause, nor has he appeared or instituted any proceeding in the Orphans' Court of Queen Anne's County pursuant to the provisions of Article ET Subtitle 5 of the Annotated Code of Maryland.
3. That Defendant is advised that inasmuch as this real estate was contracted to be sold by the decedent, who claimed title to part of the property by adverse possession, the limited powers of the Orphans' Court are insufficient to afford adequate relief.

Wherefore, Defendant respectfully prays your Honors:

- (1) To assume jurisdiction of the administration of the deceased Plaintiff's real estate described in the Bill of Complaint and Exhibits filed herein;
- (2) To direct the publication of a notice in substantial compliance with ET, Sec. 5-506;
- (3) To grant leave to Defendant to produce testimony before a standing Examiner upon the issue raised by Paragraph No. 6 of the Bill of Complaint and Defendant's Answer thereto;

(4) To appoint a trustee to transfer title to said real estate either (1) to Defendant, if the allegation of adverse possession be proven and Defendant pays the contract price for said property to such trustee, or (2) if said allegation should not be proven, to the person entitled under decedent's Will, subject to the prior payment of Maryland inheritance tax and all claims of creditors; and

(5) For such other relief as may be required in the premises.

And, as in duty bound, etc.,

Yachel A. Downes, Jr.
Yachel A. Downes, Jr.
Attorney for Defendant

ORDER OF COURT

10
ART 93
Upon the foregoing Motion it is, this 23rd day of December, 1975, by the Circuit Court for Queen Anne's County in Equity, ORDERED that jurisdiction of the administration of the real estate of Beatrice Washington, deceased, described in the Bill of Complaint herein, is hereby assumed by this Court; that a Notice in the following form shall be published once a week for three successive weeks in a newspaper of general circulation in Queen Anne's County in compliance with ET, Sec. 5-506, and that Defendant is granted leave to produce testimony before a standing examiner of this Court upon the issue raised by paragraph No. 6 of the Bill of Complaint and Defendant's Answer thereto, and that the form of said Notice shall be as follows:

NOTICE

STATE OF MARYLAND
NOTICE OF APPOINTMENT AND NOTICE TO CREDITORS TO ALL PERSONS INTERESTED IN THE ESTATE OF BEATRICE WASHINGTON

This is to give notice that Beatrice Washington, late of New Castle County, Delaware, died on April 27, 1973, owning, or allegedly owning, a lot of land in the Seventh Election District of Queen Anne's County, Maryland, on Spring Road, bounded by lands of or formerly of Charles Wright, Jr., Harry Wright, Jr. and Norman D. Elliott and the "John Harrison Farm", containing by recent survey 17.422 acres, more or less, acquired by inheritance from Agnes Harrison Elliott and by deed from Howard Elliott.

30
All persons having claims against the decedent may file the same with the Clerk of the Circuit Court of Queen Anne's County, Maryland, on or before the _____ day of June, 1976 (6 months from the date of first publication of this Notice). Said real estate is the subject of Equity Cause No. 5422 in said Court.

Any claim not so filed on or before such date or any extension thereof provided by law shall be unenforceable thereafter.

Charles W. Cecil, Clerk of said Court

Date of First Publication:

December , 1975

70
FILED
DEC 23 1975

CBP

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JUDGE

B. Hackett Turner, Jr.

I now all Men by these Presents,

THAT WE, Walter W. Washington, of New Castle Hundred, New Castle County, State of Delaware, and

THE HOME INDEMNITY COMPANY
a corporation of the State of New York, authorized to
transact business in the State of Delaware.

One Thousand are held and firmly bound unto the State of Delaware, in the sum of One Thousand Dollars, lawful money of the United States of America; unto which payment well and truly to be made unto the said State, we do bind ourselves, our Heirs, Executors and Administrators jointly and severally, singly by these presents.

Sealed with our seals, and dated at Wilmington, in New Castle County, aforesaid, this eighteenth day of September in the year of our LORD, one thousand nine hundred and seventy three

The Conditions of this Obligation are such, That if the above named

Walter W. Washington
Administrator cum Testamento Cursum
Execut. of the Will of Beatrice Washington
deceased, shall cause a true and perfect inventory and appraisement to be made of all and singular the goods and chattels of the deceased, whereof the said Walter W. Washington

shall have knowledge, and the same with a true and perfect list of all new debts and credits whereof the said Walter W. Washington

shall have knowledge, to be delivered unto the Register of Wills Office of New Castle County, in the State of Delaware, on or before the eighteenth day of December next; and shall well and faithfully administer according to law, all the goods and chattels, rights and credits of the deceased, which shall have come to the possession or knowledge of the said Walter W. Washington

and shall render a just and true account of such administration by the eighteenth day of September next; and shall distribute and pay all the residue of said goods and chattels, rights and credits, after all demands and charges to which they are subject, are deducted, to the person or persons entitled to receive the same; and also in case the said Walter W. Washington

shall be removed from office, or before closing the concerns of the estate of the deceased, shall die, then if the said Walter W. Washington in case of such removal or the Executors or the Administrators of the said Walter W. Washington

in case of such death, shall without delay, deliver to the person or persons, entitled to receive the same, all the unadministered goods and chattels, rights and credits, moneys, securities, books and papers, belonging to the estate of the said deceased, or with which the said Walter W. Washington

at the time of such removal or decease, shall be chargeable, all just allowances being made, when this obligation shall be void, or otherwise it shall remain in force.

Signed, Sealed and Delivered in the Presence of

James A. Rambo
Chief Depy Reg of Wills

Walter W. Washington

THE HOME INDEMNITY COMPANY



LIBER 12 PAGE 870

New Castle County, ss.

Walter W. Washington
make solemn oath and says that he will perform all
the duties required of him by law in his office of the Execut
Administrator Cum Testamento Annexo of the
Last Will and Testament of Beatrice Washington
deceased, with fidelity.

Subscribed and sworn to
this 18th day of September
A. D. 1973 before me,
James A. Rambo
Chief Deputy Register of Wills.

Walter W. Washington

I, Beatrix Washington, being of sound and disposing mind declare this to be my last will + testament + hereby revoke all prior wills made by me.

I devise and bequeath unto Robert Jones, in trust, all of my property wheresoever located and appoint ^{Delaware Trust} ~~my husband~~ Walter Washington to be the trustee of this trust.

I now on the 29th day of March, 1973 set my hand + seal to this will.

Beatrix Washington

We the undersigned sign this will in the presence of Beatrix Washington who declares this to be her last will + testament.

John May

Louis B. Jones

62309

Examiner's Exhibit D

New Castle County, DE.

Register's Office 5-4 1973

Before me, RICHARD W. PELL, Register for the Probate of Wills and granting

Letters of Administration in and for the County aforesaid, in the State of Delaware, personally appeared

Louis B. Ferrara

one of the two

subscribing witnesses to the foregoing instrument of writing, who being first duly sworn according to law, did say; that he was acquainted with Beatrice Washington

now deceased, that he saw the said Beatrice Washington

sign and seal said instrument of writing

and heard her publish and declare the same as and for her

last Will and Testament and that it was

in her presence, at her request, and in the presence of Felton E. May

that he subscribed his name as a witness

and that at the time of his doing the said Beatrice Washington

was upwards of eighteen years of age, and of sound and disposing mind and memory.

Louis B. Ferrara

Sworn and subscribed before me, the date above.

Richard W. Pell Register of Wills.

New Castle County, DE.

Register's Office..... 8-YV 1973

Before me, RICHARD W. PELL, Register for the Probate of Wills and granting

Letters of Administration in and for the County aforesaid, in the State of Delaware, personally appeared

Felton E. May

one of the two

.....subscribing witness.....^{es} to the foregoing instrument of writing, who being SOLELY AFFIRMED

according to law, did say; that he wasacquainted with Beatrice Washington

..... now deceased,

that he saw the said Beatrice Washington

..... sign and seal said instrument of writing

and heard her publish and declare the same as and for her

last Will and Testament and that it was

in her presence, at her request, and in the presence of Louis B. Ferrara

..... that he subscribed his name as a witness

and that at the time of his so doing the said Beatrice Washington

was upwards of eighteen years of age, and of sound and disposing mind and memory.

Felton E. May

AFFIRMED

..... and subscribed before me, the date above.

Richard W. Pell
Register of Wills.

LIBER 12 PAGE 874

State of Delaware }
New Castle County } ss.

Be It Remembered, that
on the twenty-second day of August

A.D. 19⁷³, before me, RICHARD W. PELL, Register of Wills
for the County aforesaid, in the State of Delaware, after due proof and
hearing had according to the Laws of the State, IT IS ORDERED
AND DECREED, that the last Will and Testament

of Beatrice Washington dated the 29th day of March 1973

late of New Castle Hundred, County
of New Castle, deceased, be duly admitted to probate and filed of record
in the office of the Register of Wills of the said County.

In Testimony Whereof, I have
hereunto set my hand, the day and year above written.


Chief Deputy Register of Wills

State of Delaware } ss.
NEW CASTLE COUNTY

To all to whom these Presents shall come, Greetings;



Know Ye, that on the eighteenth
September
day of September in the year of our Lord, one thousand
three
nine hundred and seventy three at Wilmington, in
New Castle County aforesaid, before RICHARD W. PELL
~~JAMES A. RAMBO~~; Register
for the Probate of Wills and Granting Letters of Administration in
and for said County of New Castle, duly constituted and appointed,
was proved, approved and insinuated, the last Will and Testament of

Beatrice Washington late of New Castle Hundred
in the county aforesaid, deceased, a true copy of which is to these presents annexed, the said
Beatrice Washington having while she

lived at the time of her death, goods and chattels, rights and credits in divers places within the
said County by reason whereof the approbation and insinuation of the said last Will and Testament and the
committing of Administration of all and singular, the goods and chattels, rights and credits which were of
the said deceased, and also the auditing of the accounts, calculations and reckonings of the Administration
aforesaid, and the final discharge and dismissal therefrom unto the Register of Wills are manifestly known
to belong, and the administration of all and singular the goods and chattels, rights and credits of the said
deceased, and of her last Will and Testament in any manner or way concerning, was
granted unto Walter W. Washington

Administrator C. T. A. he
~~Executor of the said Testament~~ named and appointed having been duly qualified well and truly
to administer the goods and chattels, rights and credits of the said deceased according to the tenor and effect
of the said Testament, and according to law, and to make a true and perfect inventory of said goods and chat-
tels, rights and credits, and exhibit the same in the office of the Register of Wills at Wilmington, in New
Castle County, aforesaid, on or before the eighteenth day of December next, and
also to render a just and true account, calculation and reckoning of said Administration, on or before the
eighteenth day of September next, or when thereunto lawfully required.

In testimony Whereof, The Said ~~JAMES A. RAMBO~~ Register of Wills, hath to these presents set
his hand and affixed the seal of said office, at Wilmington, in New Castle County aforesaid, the day
and year first above written.

s/ James A. Rambo
Chief Deputy Register of Wills.

12 PAGE 876

Be it Remembered, That on this
day of September A. D. Nineteen and
seventy-three

..... was proved, approved and insinuated the last will and testament
of Beatrice Washington late of New Castle
Hundred, deceased, and letters of Administration cum testamento annexo
were granted unto Walter W. Washington

..... that no was
of New Castle Hundred, the Execut. or therein named and appointed.

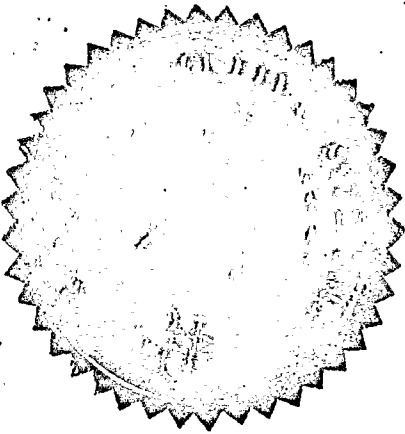
An Inventory and Appraisement and a list of debts and credits to be filed in the
Register's Office at Wilmington, on or before the day of
December
next ensuing and an account rendered on or before the
eighteenth day of September A. D. Nineteen
seventy-four
Hundred and or when thereunto lawfully required.

Bond taken in a penalty of One thousand dollars,
The Home Indemnity Company, a corporation of the
State of New York

..... surety
Order of Publication by Posting and New Castle Gazette
Given under the seal of the Register's office at Wilmington, this eighteenth
day of September A. D. 1973

James A. Paul
Chief Deputy Register of Wills.

NEW CASTLE COUNTY, } ss.
STATE OF DELAWARE, }



I, JAMES P. D'ANGELO, Register for the Probate of Wills and granting Letters of Administration, in and for New Castle County, in the State of Delaware, and as such the keeper of the records of said office, do hereby certify that the foregoing is a true copy of the original

PETITION, BOND, WILL, ORDER ADMITTING WILL TO
.....
PROBATE, LETTERS TESTAMENTARY & MEMORANDUM THEREO:
.....
ESTATE OF BEATRICE WASHINGTON

.....
late of the County of New Castle aforesaid, deceased, and also of the probate, together with the memorandum of the granting Letters Testamentary thereon. That said Will was proven agreeable to the Laws and usage of the State of Delaware, in which State the same was admitted to Probate, as the same now remain of Record, in the office of the Register of Wills, in and for New Castle County aforesaid.

IN TESTIMONY WHEREOF, I do hereunto set my hand and seal of office, this
twelfth day of December A.D., one thousand nine hundred and seventy-five

James P. D'Angelo
Register of Wills.

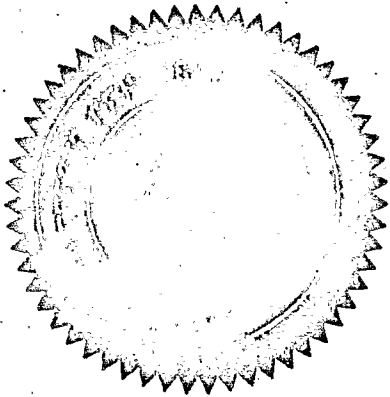
NEW CASTLE COUNTY, } ss.
STATE OF DELAWARE, }

I, ALBERT J. STIFTEL, President Judge of the Superior Court of the State of Delaware, and as such the Presiding Judge of the Superior Court of the said State, in and for New Castle County aforesaid, do hereby certify that the foregoing attestation of JAMES P. D'ANGELO, Register for the Probate of Wills and granting of Letters of Administration in and for the said County of New Castle, in the said State, to which the Seal of his said office of Register of Wills, in and for the said County, is annexed, and his signature affixed, is in due form and by the proper officer.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name, at Wilmington, in the County and State aforesaid, this twelfth day of December in the year of our Lord, one thousand nine hundred and seventy-five

Albert J. Stiftel
President Judge.

NEW CASTLE COUNTY, } ss.
STATE OF DELAWARE, }



I, GEORGE J. FISHER, Prothonotary of the Superior Court of the State of Delaware, in and for the said county of New Castle, do hereby certify that HONORABLE ALBERT J. STIFTEL, who hath given and subscribed the foregoing certificate was, at the time of his so doing, and is now, President Judge of the Superior Court of the State of Delaware, and as such the Presiding Judge of the said Superior Court in and for said County, duly commissioned and qualified; and that full faith and credit ought to be given to all his official acts and attestations.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Superior Court, the same being my seal of office, at Wilmington, in the County and State aforesaid, this twelfth day of December

A.D. 1975
George J. Fisher
Prothonotary.

NOTICE

STATE OF MARYLAND
NOTICE OF APPOINTMENT
AND
NOTICE TO CREDITORS
TO ALL PERSONS INTERESTED
IN THE ESTATE OF
BEATRICE WASHINGTON

This is to give notice that Beatrice Washington, late of New Castle County, Delaware, died on April 27, 1973, owning, or allegedly owning, a lot of land in the Seventh Election District of Queen Anne's County, Maryland, on Spring Road, bounded by lands of or formerly of Charles Wright, Jr., Harry Wright, Jr. and Norman D. Elliott and the "John Harrison Farm", containing by recent survey 17.422 acres, more or less, acquired by inheritance from Agnes Harrison Elliott and by deed from Howard Elliott.

All persons having claims against the decedent may file the same with the Clerk of the Circuit Court of Queen Anne's County, Maryland, on or before the 30th day of June, 1976 (6 months from the date of first publication of this Notice). Said real estate is the subject of Equity Cause No. 5422 in said Court.

Any claim not so filed on or before such date or any extension thereof provided by law shall be unenforceable thereafter.

Charles W. Cecil
Charles W. Cecil, Clerk of said Court

Date of First Publication:
December 30, 1975
Filed December 23, 1975.

BEATRICE WASHINGTON,
PLAINTIFF

VS.

BAY SHORE ROD & GUN
CLUB, INC.,

DEFENDANT

*
*
*
*
*
*
*
*
*

In the Circuit Court for

Queen Anne's County

in Equity

Cause No. 5422

TESTIMONY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The solicitor for the Plaintiff, Howard Wood, having notified the subscriber, one of the regular examiners for this Honorable Court, of his desire to take testimony in this case, your examiner did take the following testimony on the 11th day of May, 1977, in the law office of Vachel A. Downes, Jr., 115 Lawyers Row, Centreville, Queen Anne's County, Maryland, at the hour of 9:00 o'clock A.M., there being present Daniel W. Bratcher, witness, Howard Wood, the solicitor for the Plaintiff, and Vachel A. Downes, Jr., solicitor for the Defendant, and having sworn the witness and Catherine M. Higdon, stenographer, to wit;

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LIBER

12 PAGE 879

Mr. Daniel W. Bratcher, the witness of lawful age, having been duly sworn, deposes and says:

(Questions by Mr. Wood):

- Q. 1. Will you state your name and address for the record please.
- A. Daniel W. Bratcher, Route 1, Box 106, Millington, Maryland.
- Q. 2. Mr. Bratcher, did you know the late Mrs. Agnes Harrison Elliott?
- A. I did.
- Q. 3. Did you know any other members of the Harrison family?
- A. I knew her mother.
- Q. 4. What was her mother's name?
- A. Martha Harrison. And I knew her grandmother.
- Q. 5. And what was her grandmother's name?
- A. Verma.
- Q. 6. Did you or not know Mrs. Beatrice Washington?
- A. I did.
- Q. 7. What relation was she to Mrs. Elliott?
- A. Her daughter.
- Q. 8. Are you or not familiar with the land, which is the subject of this proceeding, of Beatrice Washington, now under Contract to the Bay Shore Rod & Gun Club?
- A. Yes I am.
- Q. 9. How do you become to be familiar with that land?
- A. By passing it each day going to school and hunting on it.
- Q. 10. How many years have you been familiar with that land?
- A. I started school when I was seven years old, I am 66 now.
- Q. 11. You have known the land all those years?
- A. All those years.

- Q. 12. Can you describe whether the land is cleared or wooded?
- A. It is wooded.
- Q. 13. How much of it is road frontage? Is it a piece of land that has more or less the same width or not? What is the general shape of the land?
- A. It is oblong.
- Q. 14. Is the narrow part on the road?
- A. Yes.
- Q. 15. What road is that?
- A. Spring Road, on the south side of the property.
- Q. 16. Do you know the name of the ancestor of Mrs. Agnes Harrison Elliott that acquired this land?
- A. Her grandfather; that was Sam Harrison; he was the owner.
- Q. 17. Can you say whether or not he used the property during his lifetime?
- A. Yes he did. He was a huckster.
- Q. 18. Who were his children, do you know?
- A. George, Martha and Libby they called her. Don't know if her name was Elizabeth or what.
- Q. 19. The property has recently been surveyed as 17.422 acres by Mr. William Nuttle, and I show you his survey plat which is marked "Exhibit B" in this case, and ask you whether or not this appears to have the shape of the property.
- A. Yes it does.
- Q. 20. The narrowest portion which you mentioned on Spring Road is shown at the south end, and the total acreage is wider in the back; is that your recollection of it?
- A. Yes.
- Q. 21. Mr. Samuel Harrison received a deed for the seven acres that lies on the south end of the property. I ask you particularly whether the rear ten acres was in his possession and in the possession of his descendants, Agnes Harrison Elliott, and others, during the entire time involved, or not?
- A. As long as I've known it, he's taken care of all of it. Now, whether he owned it, I am afraid to say; but he took care of all of it.

Q. 22. So, the rear portion was tilled by Mr. Harrison?

A. Yes sir.

Now, I am going to ask Mr. Downes if he has any questions as attorney for the Gun Club?

Mr. Downes: No.

Mr. Bratcher (to Mr. Wood); May I ask you a question? As the time passed by and they were paying taxes on 17 acres of land, if there were two deeds, wouldn't there be two separate records?

A. Mr. Downes and I have been unable to find more than one deed, just the deed for the seven acres in the front. That is the reason for this suit, to prove that the ten acres was also part of the property.

Q. 2. But still it was all recorded together?

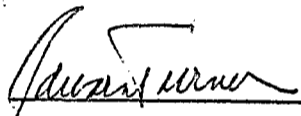
A. That is right; it is all assessed by the tax assessor as one piece; that is the reason it is taxed as 17 acres. In the old days, if the assessor would find land in someone's possession, he would assess it to that person whether there was a deed or not.

Mr. Wood: Now, I am going to make a statement as record attorney for the deceased Plaintiff that I prepared the deed which appears in the proceedings marked "Plaintiff's Exhibit C" from Howard Elliott to Beatrice Washington for a one-third (1/3) interest in this property, and also Contract of Sale which appears as "Plaintiff's Exhibit A", and that the pedigree which Mr. Bratcher has testified to is the same as that which was told to me by the deceased Plaintiff, Beatrice Washington, on December 9, 1971; and also that I received the exemplified copy of will of Beatrice Washington which is filed in the proceedings (hereinafter to be marked "Examiner's Exhibit D") from the Register of Wills of New Castle County, Delaware.

Said Exhibits mentioned were admitted in evidence and marked "Examiner's Exhibits B, C, A and D, respectively.

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

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



EXAMINER

BEATRICE WASHINGTON,	*	In the Circuit Court for
	*	
PLAINTIFF	*	
	*	Queen Anne's County
VS.	*	
	*	
BAY SHORE ROD & GUN	*	in Equity
CLUB, INC.,	*	
	*	
DEFENDANT	*	Cause No. 5422

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:

That Beatrice Washington and her predeceasors in title have been in actual, open, notorious, exclusive, hostile and continuous possession under a claim of title and ownership of the real estate described by the survey filed as Plaintiff's Exhibit B and sold by the Contract of Sale filed as Plaintiff's Exhibit A, including all that part thereof which was not conveyed by the deed marked Plaintiff's Exhibit D, for more than twenty (20) consecutive years just prior to the filing of the Bill of Complaint in this cause, and, accordingly, Beatrice Washington was vested with a good and merchantable fee simple title to said real estate at the time of the execution and delivery of said Contract of Sale, containing 17.422 acres, more or less, and each and every part thereof.

IT IS, THEREFORE, this 27th day of May, 1977, by the Circuit Court for Queen Anne's County in Equity, ADJUDGED, ORDERED and DECREED as follows;

1. That said Contract of Sale be and it is hereby specifically enforced.

2. That *Howard Wood, Esq.* is hereby appointed as Trustee for the purpose of granting and conveying to the Defendant, Bay Shore Rod & Gun Club, Inc., as purchaser, all of the real estate above referred to by a good and sufficient deed, and for the further purpose of collecting the purchase price from said purchaser and after paying therefrom the costs of this proceeding, including but not limited to the cost of administering upon the Estate of Beatrice Washington, deceased, subject to the orders of this Court, as well as the payment of Maryland Inheritance taxes and any claims filed herein against the decedent's estate, he shall then bring into this Court all of the remaining net proceeds of sale together with his accounting thereof.

HW

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MAY 27 1977

3. That said trustee, after deducting such commissions to said trustee as the Court shall think proper to allow, shall then pay over and distribute the remaining net proceeds to the party or parties entitled thereto under the decedent's will.

4. 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 *Thirtyfour hundred dollars.*

\$ 3400.

B. Hackett Turner Jr
JUDGE

RECEIVED FOR RECORD June 6, 1977

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 Three Thousand Four Hundred Dollars (\$3,400.00), 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 June, 1977.

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 27th day of May, 1977, trustee to make sale of the real estate mentioned and described in the cause in said court entitled "Beatrice Washington, Plaintiff, vs. Bay Shore Rod & Gun Club, Inc., Defendant", being Cause No. 5422 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. McGowan Howard Wood (SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: William M. [Signature]
ATTEST:

[Signature]

JUN 6 1977

SURETY APPROVED AND FORN FILED ON June 6, 1977

2 PAGES 113

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from
Liber C.W.C. No. 2, folio 113, 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 June, Nineteen Hundred and Seventy-
Seven.

Charles W. Cecil

Clerk of the Circuit Court for
Queen Anne's County

BEATRICE WASHINGTON

vs.

BAY SHORE ROD & GUN
CLUB, INC.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

IN EQUITY

No. 5422

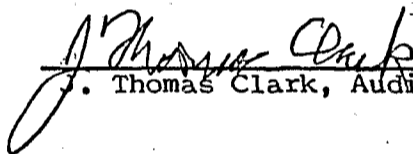
TO THE HONORABLE, THE JUDGE OF SAID COURT:

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

1. That this account is stated at the request
of Howard Wood, Trustee and vendor of said land.

2. That in the within account Howard Wood,
Trustee and vendor, is charged with the proceeds of sale
made by him and the interested collected per his statement
exhibited; and he is allowed thereafter his claim against
the estate of Beatrice Washington, deceased, for fees and
for costs advanced by him at the decedent's request, his
allowance for one-half the court costs, the costs of exempli-
fied copy of will of Beatrice Washington, the costs of the
bond premium in this cause, and the fee and expenses of
your auditor; and the balance after deducting the Maryland
Inheritance Tax was directed to be paid over to the
Administrator C.T.A. of the Estate of Beatrice Washington,
deceased.

February 10, 1981


J. Thomas Clark, Auditor

FILED
FEB 10 1981
CIRCUIT COURT
QUEEN ANNE'S CO.

Cause No. 5422

The sale of land reported in this cause by Howard Wood, Trustee and vendor, to sell and convey the land in this suit.

Dr.

1980
March 10 By proceeds of sale of land, per statement of Trustee
exhibited-----\$3,488.40
By interested collected, per statement of Trustee, exhibited--- 545.06
By gross proceeds of sale-----\$4,033.46

Cr.

To Howard Wood, Trustee, for his claim
against the Estate of Beatrice
Washington, deceased:
(a) Fee for services as agreed by
decedent:
Settling Estate of Agnes Harrison
Elliott late of New Castle County,
Delaware, in Queen Anne's County,
preparing deed from Howard Elliott
to Beatrice Washington, preparing
Contract of Sale from Beatrice
Washington to Bay Shore Rod & Gun
Club, Inc., preparing papers filed
in this proceeding, interrogating
witnesses and presenting exhibits
filed with testimony \$ 350.00
(b) Costs paid for decedent's
account at her request:
James B. Clements and J.
Wilbur Stafford, appraiser's
fees \$ 50.00
Charles W. Cecil, Clerk
recording deed from Howard
Elliott 7.00
Register of Wills of Queen
Anne's County, court costs 37.75
Register of Wills of Queen
Anne's County, inheritance
tax 32.94
William R. Nuttle, Inc.,
survey of property 220.00 347.69 \$ 697.69

To Howard Wood, Trustee, for allowance
for one-half of the court costs in this
cause, the purchaser having agreed to
pay one-half thereof 106.50

To Howard Wood, Trustee, for costs of
exemplified copy of Will of Beatrice
Washington 13.00

To Howard Wood, Trustee, for allowance
for the costs of his bond as trustee,
paid to W. M. Freestate Agency 20.00

February 10, 1981

J. Thomas Clark
J. Thomas Clark, Auditor

To J. Thomas Clark, Auditor, for		
1-Stating this account	\$ 45.00	
2-Expenses of notifying parties	<u>15.00</u>	\$ 60.00

To Madlyn E. Wooters, Register of
Wills, Maryland Inheritance Tax
payable on the sum of \$3,136.27
at the rate of 10%

313.63 - Paid - per
official Rec of
Hills Receipt
9806

To Walter W. Washington, Administrator
C.T.A. of the Estate of Beatrice
Washington, late of New Castle
County, Delaware, deceased, the
net balance, or the sum of

<u>2,822.64</u>	
\$4,033.46	<u>\$4,033.46</u>

February 10, 1981

J. Thomas Clark
J. Thomas Clark, Auditor

BEATRICE WASHINGTON

vs.

BAY SHORE ROD & GUN
CLUB, INC.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 5422

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on February 10, 1981, 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:

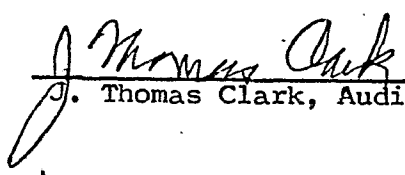
Howard Wood, Esquire
119 Lawyers Row
Centreville, Maryland 21617

Walter W. Washington
4100 New Castle Avenue
New Castle, Delaware

Vachel A. Downes, Jr., Esquire
115 Lawyers Row
Centreville, Maryland 21617

Pursuant to Md. Rule 595g, of the Maryland Rules of Procedure, I notified each of them that said account was filed on February 10, 1981, with the Clerk of the Circuit Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before February 25, 1981, and if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on February 26, 1981.

February 10, 1981


J. Thomas Clark, Auditor

FILED
FEB 10 1981
CIRCUIT COURT
QUEEN ANNE'S CO.

BEATRICE WASHINGTON

vs.

BAY SHORE ROD & GUN CLUB, INC.

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
No. 5422

NISI RATIFICATION OF AUDITORDERED this 10th day of February, 1981,

that the report and account filed in these proceedings by _____
J. Thomas Clark, Auditor, be ratified on or after the
26th day of February, 1981, 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 Feb. 10, 1981

BEATRICE WASHINGTON

vs.

BAY SHORE ROD & GUN CLUB, INC.

* IN THE CIRCUIT COURT
* FOR QUEEN ANNE'S COUNTY
* IN EQUITY
* No. 5422
*
*
*

FINAL RATIFICATION OF AUDIT

ORDERED this 27th day of February, 19 81,
by the Court that the account of the Auditor is finally ratified and
confirmed, and Howard Wood, ~~XXXXXXXXXX~~ Trustee,
is directed to apply the proceeds accordingly, with a due proportion of
interest as the same has been or may be received.

Margaret H. Markin Clerk

Filed February 27, 1981

LIBER

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