F. VERNON BOOZER and EDWARD C.	*	IN THE
COVAHEY, JR., Substituted Trustees	*	CIRCUIT COURT
VS.	*	OF
THOMAS KENNARD MOORE	*	QUEEN ANNE'S COUNTY
	*	IN EQUITY 6679

****

ORDER TO DOCKET

JUN 13-80 * 22006 *****50.00
JUN 13-80 A 22006 *****50.00

MR. CLERK:

Please docket the above entitled matter and file the Deed of Trust from Thomas Kennard Moore dated November 16, 1979 and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 157, Folio 513 to James H. Poythress and Donna L. Hunsicker, Trustees as Exhibit A, and Declaration of Substitution of Trustees dated June 5, 1980 and recorded among the aforementioned Land Records in Liber M.W.M. No. 164, Folio 778 substituting F. Vernon Boozer and Edward C. Covahey, Jr. as Substituted Trustees as Exhibit B, and enter our appearance for the Substituted Trustees.

COVAHEY AND BOOZER, Attorneys
F. Vernon Boozer
614 Bosley Avenue
Towson, Maryland 21204
301-828-9441

FILED
CLERK, CIRCUIT COURT
1980 JUN 13 AM 9 11
QUEEN ANNE'S COUNTY

F. VERNON BOOZER and EDWARD C.	*	IN THE
COVAHEY, JR., Substituted Trustees	*	CIRCUIT COURT
VS.	*	OF
THOMAS KENNARD MOORE	*	QUEEN ANNE'S COUNTY
	*	IN EQUITY 6679

****

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of Economy Savings and Loan Association by endorsement of the Note under the Deed of Trust from Thomas Kennard Moore to James H. Poythress and Donna L. Hunsicker, Trustees dated November 16, 1979 and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 157, Folio 513.

Original principal balance	$30,000.00
Paid on principal	0.00
Principal balance due	$30,000.00
Interest $9.45 per diem 12/1/79 - 6/11/80	1,833.30
Late charges $11.89 per month - 6 months	71.34
Balance	$31,904.64
Balance in Expense Account	82.24
Balance due as of 6/11/80	$31,822.40

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 11th day of June, 1980, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore County aforesaid, personally appeared F. Vernon Boozer the Agent for Economy Savings and Loan Association and attorney for the Plaintiffs in the above entitled case, and made oath that the aforegoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Donna J. Hill
DONNA J. HILL, Notary Public

My comm. exp. 7/1/82

DONNA J. HILD NOTARY PUBLIC BALTIMORE COUNTY, MD.

F. VERNON BOOZER and EDWARD C.	*	IN THE
COVAHEY, JR., Substituted Trustees	*	CIRCUIT COURT
VS.	*	OF
THOMAS KENNARD MOORE	*	QUEEN ANNE'S COUNTY
	*	IN EQUITY 6679

****

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

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 F. Vernon Boozer and made oath in due form of law that he knows the Defendants herein and that to the best of his information, knowledge and belief:

(1) Said Defendants are not in the Military Service of the United States of America;

(2) Said Defendants are not in the Miltitary Service of any Nation allied with the United States of America;

(3) Said Defendants have not been ordered to report for induction under the Selective Training and Service Act;

(4) Said Defendants are not a member of the Enlisted Reserve Corps who have been ordered to report for Military Service.

F. VERNON BOOZER, Affiant

DONNA J. HILD, Notary Public

BALTIMORE COUNTY, MD. * DONNA J. HILD * NOTARY PUBLIC

DOCUMENT NO. 100,726 LIBER 13 PAGE 4

VA Form 26-6318c (Home Loan)
Jul 1977. Use optional.
Section 1810, Title 38 U.S.C.
Acceptable to Federal National
Mortgage Association.

MARYLAND

PURCHASE MONEY

DEED OF TRUST

THIS DEED, made this 16th day of November, 1979, by and between Thomas Kennard Moore, whose Post Office address is

General Delivery, Rt. 405
Price, Maryland 21656

party of the first part, and James H. Poythress and Donna L. Hunsicker, Trustee, as hereinafter set forth, party of the second part:

WHEREAS, the party of the first part is justly indebted unto Shannon & Lee Mortgage Investors, Inc. whose Post Office address is 2411 Crofton Lane, Suite 5, Crofton, Maryland 21114

, a corporation organized and existing under the laws of the State of Maryland, in the principal sum of Thirty Thousand and 00/100----------Dollars ($30,000.00), with interest from date at the rate of eleven & one-half per centum (11 1/2%) per annum on the unpaid balance until paid, for which amount the said party has signed and delivered a certain promissory note bearing even date herewith and payable in monthly installments of Two Hundred Ninety Seven and 30/100 Dollars ($297.30), commencing on the first day of January, 1980, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of December, 2009,

AND WHEREAS, the party of the first part desires to secure the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said party of the second part or substituted Trustee, or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the party of the first part, in consideration of the premises, and of one dollar, lawful money of the United States of America, to the party of the first part in hand paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has granted and conveyed, and does hereby grant and convey unto the party of the second part, as Trustee, its successors and assigns, the following-described land and premises, situate in the county of Queen Anne's and State of Maryland, to wit: (SEE DESCRIPTION ATTACHED)

CLERK'S OFFICE
1979 NOV 19 PM 3:01
QUEEN ANNE'S COUNTY

NOV 19-79 * 25657 *****12.00
NOV 19-79 A 25657 *****12.00

together with all the improvements in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or in equity, or otherwise however, of the party of the first part, of, in, to, or out of the said land and premises; and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned;

LIBER 157 PAGE 513

12-10-79 - assignment Fed Savings & Loan Centreville Md

TO HAVE AND TO HOLD the said property and improvements unto the party of the second part, its successors and assigns in fee simple

Should the Veterans Administration fail or refuse to issue its guaranty of the loan secured by this Deed of Trust under the Servicemen's Readjustment Acts of 1944 as amended within Sixty (60) days from the date the loan would normally become eligible for such guaranty, the payee herein may at its option declare all sums secured by this mortgage due and payable.

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said party of the first part, or assigns, to use and occupy the said described land, and premises, and the rents, issues and profits thereof, to take, have, and apply to and for such party's sole use and benefit, until default be made in the payment of any indebtedness hereby secured, or in the performance of any of the covenants as hereinafter provided.

Upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, at any time before the sale hereinafter provided for, to release and reconvey the said described premises unto the said party of the first part or assigns, at such party's cost. Prior to the execution and delivery of any partial or complete release, each trustee shall be entitled to charge and receive a fee of ~~XXXX~~ $10.00 plus $.50 for Notary's fee, for each release. The right to charge and receive said fee shall be limited to two trustees.

Upon a default in the payment of any indebtedness hereby secured or in the performance of any of the terms or conditions hereof as hereinafter provided, then, in either event, all of the indebtedness hereby secured shall at once become due and payable without notice at the option of the holder of the note and the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be such trustee's duty to sell, and in case of any default of any purchaser, to resell, at public auction, for cash, in one parcel at such time and place, and after such previous public advertisement as the party of the second part, or the Trustee acting in the execution of this trust, shall deem advantageous and proper; and to convey the same upon compliance with the terms of sale, to, and at the cost of, the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money; and shall apply the proceeds of said sale or sales: First, to pay all proper costs, charges, and expenses, including all attorneys' and other fees and costs herein provided for, all moneys advanced for costs or expenses, expense of litigation as aforesaid, taxes or assessments, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said land and premises at time of sale and to retain as compensation a commission of one per centum (1%) on the amount of the said sale or sales; Second, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; Third, to reimburse the Veterans Administration for any sums paid by it on account of the guarantee or insurance of the indebtedness secured hereby; and, lastly, to pay the remainder of said proceeds, if any there be, to the party of the first part, such party's heirs, executors, administrators, or assigns, upon the delivery and surrender to the purchaser, the heirs or assigns thereof, the possession of the premises, less the expense, if any, of obtaining possession.

Party of the first part covenants and agrees as follows:

1. He will pay the indebtedness, as hereinbefore provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the holder of the said note as trustee (under the terms of this trust as hereinafter stated) on the first day of each month until the said note is fully paid, the following sums:

(a) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the holder of the note, and of which the party of the first part is notified) less all sums already paid therefor, divided by the number of months to elapse before 1 month prior to the date when such ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by holder of the note in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

(II) interest on the note secured hereby; and

(III) amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the party of the first part prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At the option of the holder of the note, the party of the first part will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the party of the first part under (a) paragraph 2 preceding shall exceed the amount of payments actually made by the holder of the note as trustee for ground rents, taxes or assessments or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the party of the first part for such items or, at the option of the holder of the note as trustee, shall be refunded to the party of the first part. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the party of the first part shall pay to the holder of said note as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the holder of the note stating the amount of the deficiency, which notice may be given by mail. If at any time the party of the first part shall tender to the holder of said note, in accordance with the provisions thereof, full payment of the entire indebtedness represented thereby, the said holder as trustee shall, in computing the amount of such indebtedness, credit to the account of the party of the first part any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby, or if the holder of the note acquires the property otherwise after default, the holder of the note as trustee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of the party of the first part under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on said note. In case of the refusal or neglect of the party of the first part to make any payment provided for under (a) of paragraph 2, the holder of the note, may, at its option, make such payment and any sum or sums so paid shall bear interest at the rate provided for in the principal indebtedness and shall be secured hereby.

4. The rents, income and profits of said property are hereby assigned to the holder of the note, provided, however, that the party of the first part shall be entitled to collect and retain the said rents, income and profits until default hereunder. Upon a default in the payment of any of the indebtedness hereby secured or in the performance of any of the terms or conditions hereof, the holder of the note shall be entitled, without notice to the party of the first part, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and if there be no receiver, the holder of the note may proceed to collect the rents, income, and profits from the property covered hereby.

5. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents, for which provision has not been made hereinbefore and will promptly deliver the official receipt therefor to the holder of the note; and in default of such payment by the party of the first part, the holder of the note may pay the same, and any sum or sums so paid by the holder of the note shall be added to the debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate provided for in the principal indebtedness from date of payment and shall be secured by this Deed of Trust.

6. Upon the request of the holder of the note the party of the first part shall execute and deliver a supplemental note or notes for the sum or sums advanced by the holder of the note for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

8. He will keep the said premises in as good order and condition as they are now, reasonable wear and tear excepted, and will not commit or permit any waste thereof.

9. He will continuously maintain hazard insurance, of such type or types and amounts as the holder of the note may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofor been made under (a) of paragraph 2 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the holder of the note and the policies and renewals thereof shall be held by the holder of the note and have attached thereto loss payable clauses in favor of and in form acceptable to the holder of the note. In event of loss he will give immediate notice by mail to the holder of the note, who may make proof of loss if not made promptly by the party of the first part, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the holder of the note instead of to the party of the first part and the holder of the note jointly, and the insurance proceeds, or any part thereof, may be applied by the holder of the note at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the party of the first part in and to any insurance policies then in force shall pass to the purchaser or grantee.

10. If the said property shall be advertised for sale, as herein provided, and not sold, the Trustee or Trustees acting shall be entitled to one-half (½) the commission above provided, to be computed on the amount of the debt hereby secured, and the same is hereby secured in like manner as other charges and expenses attending the execution of this trust, and shall bear interest at the rate provided for in the principal indebtedness.

11. The holder of the indebtedness secured by this Deed of Trust shall be entitled to remove, substitute, or add a Trustee or Trustees, at its option, with or without cause or notice, by instrument duly executed, acknowledged and recorded among the land records of the county aforesaid.

The powers herein, when granted to two or more trustees, may be exercised by any of them acting individually or by all acting together.

12. If any suit, action, or proceeding whatsoever shall be commenced or prosecuted for the collection of the note, or any part of the note, or for the enforcement of any endorsement or endorsements thereof, or any other matters hereby secured, or in reference to the execution of the trust hereby created, or any of the trust or property or funds which may become part thereof, he will pay all costs and charges and expenses of the same, including reasonable counsel and attorney's fees and charges, which shall also be deemed a charge attending the execution of this trust, be secured hereby as such and bear interest at the rate provided for in the principal indebtedness and in default of such payment by the party of the first part, the holder of the note may, at its option, make such payment or pay such charge and any sum or sums so paid by the holder of the note shall be secured hereby and bear interest as aforesaid.

13. If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

14. He specially warrants the property herein conveyed and that he will execute such further assurances thereof as may be required.

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 and the term "holder of the said note" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the signature(s) and seal(s) of the party of the first part on the day and year first above written.

Witness:

Katherine C. O'Neal

Thomas Kennard Moore [SEAL]
THOMAS KENNARD MOORE

[SEAL]

[SEAL]

[SEAL]

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

I HEREBY CERTIFY, That on this 16 day of November, 1979, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Queen Anne's aforesaid, personally appeared Thomas Edward Moore and his wife, and he acknowledged the foregoing deed to be his — — - - - - act.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

Katherine C. O'Neal
Notary Public.

I HEREBY CERTIFY that on this 16th day of November, 1979, before me, the subscriber, a Notary Public in and for the State and county aforesaid personally appeared James W. Yates an agent of Shannon & Lee Mortgage Investors, Inc. 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 ($30,000.00) is true and bona fide as therein set forth; and that the loan sum secured hereby has been paid over and disbursed by the Party secured hereby unto the within named party of the first part or the person responsible for the disbursement of funds in the closing transaction or their respective agent at a time no later than the execution and delivery of this Deed of Trust by the borrower, and also make 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.

Katherine C. O'Neal
Notary Public.

My commission expires July 1, 1982

BEGINNING FOR THE SAME at a stone found on the southwesternmost side of Maryland Route 405 at the intersection of the division line of the lands of Clyde L. Brice, (see C.W.C. 90/651), and the herein described lands, said beginning point still further being located North 46 degrees, 45 minutes, 00 seconds West, 56.39 feet from an iron pipe found in the southeasternmost corner of the aforementioned Brice lands;

THENCE leaving said beginning point so fixed and binding on the aforesaid division line South 44 degrees, 45 minutes, 00 seconds West, 137.00 feet to an iron pipe set in the easternmost outline of the lands of William E. Leager, (see M.W.M. 149/351);

THENCE leaving the Brice lands and binding on the easternmost outline of the Leager lands, North 46 degrees, 45 minutes, 00 seconds West, 60.00 feet to an iron pipe set in the southeasternmost outline of the lands of Bernard A. Dadds, (see C.W.C. 11/330);

THENCE leaving the Leager lands and binding on the southeasternmost outline of the Dadds lands, North 44 degrees, 45 minutes, 00 seconds East, 137.00 feet to an iron pipe set on the southwesternmost side of the aforementioned Maryland Route 405;

THENCE leaving the Dadds lands and binding on the southwesternmost side of Maryland Route 405 South 46 degrees, 45 minutes, 00 seconds East, 60.00 feet to the place of beginning, containing in all 0.189 acres of land, more or less, as surveyed by Carlton L. Felty, Jr., Registered Surveyor, in August 1979.

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber MWM 157, folio 513, 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 6th day of June 19 80.

Marguerite W. Mankin

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

DOCUMENT NO. 102,401 LIBER 164 PAGE 778 LIBER 13 PAGE 10

THIS DECLARATION OF SUBSTITUTION OF TRUSTEES made this 5th day of June, 1980, by ECONOMY SAVINGS AND LOAN ASSOCIATION, Declarant.

WHEREAS, By Deed of Trust dated November 16, 1979 and recorded among the Land Records of Queen Anne's County in Liber No. 157 folio 513 from Thomas Kennard Moore; James H. Poythress and Donna L. Hunsicker were named as Trustees for the Beneficiary therein, namely Shannon & Lee Mortgage Investors, Inc. said Deed of Trust securing the fee simple property known as General Delivery Route 405, Queen Anne's County, State of Maryland; and

WHEREAS, by assignment of the Deed of Trust Promissory Note, as described in said Deed of Trust, said principal indebtedness secured by said Deed of Trust was assigned to Economy Savings and Loan Association; and

WHEREAS, the aforesaid Deed of Trust provides inter alia that the holder of the indebtedness secured by said Deed of Trust shall be entitled to substitute Trustees by the recording of an appropriate instrument among the Land Records of the appropriate County; and

WHEREAS, Declarant herein, being the present holder of the indebtedness as hereinabove set forth, desires to substitute F. VERNON BOOZER and EDWARD C. COVAHEY, JR., as Substituted Trustees in the place and stead of James H. Poythress and Donna L. Hunsicker with full powers to them as set forth in said Deed of Trust;

NOW, THEREFORE, this Declaration witnesseth, that the said Economy Savings and Loan Association in pursuance of the power and authority vested in it by the said Deed of Trust, does hereby substitute F. VERNON BOOZER and EDWARD C. COVAHEY, JR., as Substituted Trustees in the place and stead of James H. Poythress and Donna L. Hunsicker under that Deed of Trust dated November 16, 1979 and recorded as aforesaid, with full power and authority in them as set forth in said Deed of Trust.

AS WITNESS the signature of the corporate officer of said Corporate Declarant on the day and year first above written.

TEST:

ECONOMY SAVINGS AND LOAN ASSOCIATION

By: Gerald J. Zenawick V.P.

STATE OF Illinois, COUNTY OF Cook, TO WIT:

I HEREBY CERTIFY, that on this 5th day of June, 1980, before the undersigned, a Notary Public of the State of Illinois in and for the County of Cook, personally appeared Gerald J. Zenawick, the Vice President of Economy Savings and Loan Association, Declarant herein, and acknowledged the foregoing Declaration to be the act of said body corporate, being duly authorized to do so, and further acknowledged that he executed this Declaration for the purposes herein contained.

AS WITNESS my hand and notarial seal.

Notary Public

My commission expires: 8-14-81

CLERK'S OFFICE
1980 JUN 10 AM 9:52
COOK COUNTY

JUN 10-80 * 21884 ******0.00
JUN 10-80 A 21884 ******0.00

LIBER 164 PAGE 779

LIBER 13 PAGE 11

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber MWM 164folio 778, 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 10th day of June 1980.

Marguerite W. Mankin

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

Form RM-877
REPLY MESSAGE
Fold at Guide Holes to Mail in Window Envelope

INSTRUCTIONS TO SENDER
1. DETACH YELLOW COPY. 2. SEND WHITE AND PINK PARTS WITH STUB & CARBON TO PERSON ADDRESSED.

INSTRUCTIONS TO RECIPIENT
1. WRITE REPLY AT BOTTOM. 2. DETACH STUB & ENROLL. 3. KEEP WHITE COPY. 4. RETURN PINK COPY TO SENDER.

BALTIMORE OFFICE SUPPLY CO., BALTIMORE, MD. 21230

COVAHEY & BOOZER
ATTORNEYS AT LAW
614 BOSLEY AVENUE
TOWSON, MARYLAND 21204

AREA CODE 301
828-9441

To: Circuit Court of Queen Anne's County
Court House - Equity Desk
Centreville, Maryland 21617

SUBJECT: Boozer vs. Moore Equity No. 6679

DATE June 24, 1980

MESSAGE

Mr. Clerk:

Enclosed herewith is the original Deed of Trust Note to be entered in the above-captioned case.

SIGNED F. Vernon Boozer

REPLY

DATE

LIBER 13 PAGE 13 SIGNED

REPLY MESSAGE RECIPIENT: RETAIN WHITE COPY, REPLY ON PINK

LIBER 13 PAGE 14

VA Form 26-6318d (Home Loan)
Revised Jun 1974
Use Optional. Section
1810, Title 38, U.S.C.
Acceptable to Federal
National Mortgage
Association

MARYLAND

DEED OF TRUST NOTE

Centreville, Maryland.

$ 30,000.00

November 16, 19 79.

FOR VALUE RECEIVED, the undersigned promise(s) to pay to Shannon & Lee Mortgage Investors, Inc.

or order, the principal sum of Thirty Thousand and 00/100——————————————

Dollars ($ 30,000.00), with interest from date at the rate of eleven and one-half per centum (11½ %) per annum on the unpaid balance until paid, said principal and interest being payable at the office of Shannon & Lee Mortgage Investors, Inc.
2411 Crofton Lane, Suite 5

, in Crofton

Maryland 21114
or at such other place as the holder hereof may designate in writing delivered or mailed to the debtor, in monthly installments of Two Hundred Ninety Seven and 30/100——Dollars ($ 297.30——), commencing on the first day of January, 19 80, and continuing on the first day of each month thereafter until this note is fully paid, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on the first day of December, 2009.

Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

If any deficiency in the payment of any installment under this note is not made good prior to the due date of the next such installment, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of this note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

This note is secured by Deed of Trust of even date executed by the undersigned on certain property described therein and represents money actually used for the acquisition of said property or the improvements thereon.

Presentment, protest and notice are hereby waived.

Thomas Kennard Moore
Thomas Kennard Moore

THIS IS TO CERTIFY that this is the note described in, and secured by, a Deed of Trust of even date herewith and in the same principal amounts as herein stated to James H. Poythress and Donna L. Hunsicker
Trustee(s) on real estate located in Queen Anne's County, State of Maryland, and known as: General Delivery, Rt. 405, Price, Maryland

Dated this 16th day of November, 1979.

STEPHEN J. BRITZ
NOTARY PUBLIC
Anne Arundel Co. Md.

Notary Public
My Commission Expires 7/1/82

WITHOUT RECOURSE, PAY TO THE ORDER OF ECONOMY SAVINGS AND LOAN ASSOCIATION

SHANNON & LEE MORTGAGE INVESTORS, INC.

BY: Donna L. Hunsicker
DONNA L. HUNSICKER, VICE PRESIDENT

PAY TO THE ORDER OF

WITHOUT RECOURSE

ECONOMY SAVINGS AND LOAN ASSOCIATION

BY: Connie Dykes

ITS: Asst. President

LIBER 13 PAGE 16

Equity 6679

TRUSTEE'S BOND
FOR QUEEN ANNE'S COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That we F. Vernon Boozer & Edward C. Covahey, Jr., Sub-trustees as principal, and THE OHIO CASUALTY INSURANCE COMPANY, a corporation in the State of Ohio, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Thirty-two thousand and 00/100 ($32,000.00)---------- Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 8th day of December, in the year of our Lord one thousand nine hundred and eighty.

Whereas, the above bounden F. Vernon Boozer & Edward C. Covahey, Jr Sub-trusteespower of sale as set forth in a deed of trust as filed in ~~By virtue of a~~ Circuit Court has been appointed trustee of property known as General Delivery, Route 405, Price, MD 21656 mentioned in the proceedings in the case of F. Vernon Boozer and Edward C. Covahey, Jr., Sub-trustees vs. Thomas Kennard Moore Case #E-6679 now pending in the said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH:

That if the above bounden F. Vernon Boozer & Edward C. Covahey, Jr do and shall well and faithfully perform the trust reposed in them by said ~~decree~~ power of sale, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

F. Vernon Boozer

Edward C. Covahey, Jr

THE OHIO CASUALTY INSURANCE COMPANY

By (SEAL)
Attorney-in-fact
Karen Fleischer

Dec 15 1980

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

LIBER 3 PAGE 57

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber M.W.M. No. 3, folio 57, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 15th day of December, 1980.

Marguerite W. Maulsin

Clerk of the Circuit Court for Queen Anne's County

F. VERNON BOOZER and EDWARD C.	*	IN THE
COVAHEY, JR., Substituted Trustees	*	CIRCUIT COURT
VS.	*	OF
THOMAS KENNARD MOORE	*	QUEEN ANNE'S COUNTY
	*	EQUITY NO. 6679

****

AFFIDAVIT OF COMPLIANCE

F. Vernon Boozer and Edward C. Covahey, Jr., Substituted Trustees, make oath, pursuant to Maryland Rule W 74 a 2(c), that they mailed to the Defendants in these foreclosure proceedings, at their last known address, on December 5, 1980 by Certified Mail, Return Receipt Requested, a notice of the time, place and terms of the foreclosure sale, which date was not earlier than twenty days, nor later than five days before the date of the sale in these proceedings.

F. VERNON BOOZER

EDWARD C. COVAHEY, JR.,
Substituted Trustees
614 Bosley Avenue
Towson, Maryland 21204
828-9441

SUBSCRIBED AND SWORN to before the undersigned, a Notary Public of the State of Maryland, County of Baltimore, this 5th day of December, 1980.

DONNA J. HILD, Notary Public

My comm. exp: 7/1/82

DONNA J. HILD NOTARY PUBLIC BALTIMORE COUNTY, MD.

RECEIVED
CLERK. CIRCUIT COURT
1980 DEC 15 AM 9:50
QUEEN ANNE'S COUNTY

F. VERNON BOOZER and EDWARD C.	*	IN THE
COVAHEY, JR., Substituted Trustees	*	CIRCUIT COURT
VS.	*	OF
THOMAS KENNARD MOORE	*	QUEEN ANNE'S COUNTY
	*	CASE NO. 6679

****

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT OF QUEEN ANNE'S COUNTY:

The Report of Sale of F. Vernon Boozer and Edward C. Covahey, Jr., Substituted Trustees under a Power of Sale set forth in the Deed of Trust filed in the above entitled cause to make sale of fee simple property known as Route 405, Price, Md. in the proceedings in said cause mentioned respectfully shows, that after giving bond with security for the faithful discharge of their trust as prescribed 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, a newspaper published in Queen Anne's County for more than three successive weeks preceding the day of sale, said Substituted Trustees did pursuant to said notice on Monday, December 22, 1980 at 11:00 a.m. attend on the premises and then and there sold the fee simple property known as Route 405, Price, Maryland to F. Vernon Boozer as Agent for 1st Financial Savings and Loan Association at and for the price of Thirty-two thousand ($32,000.00) Dollars, he being the highest bidder therefor.

F. VERNON BOOZER

EDWARD C. COVAHEY, JR.,
Substituted Trustees

RECEIVED
CLERK, CIRCUIT COURT
1980 DEC 30 AM 9:17
QUEEN ANNE'S COUNTY

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 29th day of December, 1980, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared F. Vernon Boozer and Edward C. Covahey, Jr., Substituted Trustees and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

Donna J. Hild

DONNA J. HILD, Notary Public

DONNA J. HILD
NOTARY PUBLIC
BALTIMORE COUNTY, MD.

F. VERNON BOOZER and EDWARD C.	*	IN THE
COVAHEY, JR., Substituted Trustees	*	CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY
THOMAS KENNARD MOORE	*	
	*	CASE NO. 6679

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 22nd day of December, 19 80, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared F. Vernon Boozer Purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is/~~are~~ the Purchaser and purchased same as principal or as agent for 1st Financial Savings and Loan Association and that he has/~~have~~ not directly or indirectly discouraged anyone from bidding on said property known as Route 405, Price, Maryland mentioned in the said Report of Sale.

Purchaser F. VERNON BOOZER, Agent for
1st Financial Savings and Loan Association

LOUIE E. ORMS Notary Public
My comm. exp. 7-1-82

ORDER NISI ON SALE

F. VERNON BOOZER and EDWARD C. COVAHEY, JR., Substituted Trustees vs. THOMAS KENNARD MOORE	In the Circuit Court for Queen Anne's County In Equity Cause No. 6679

ORDERED, this 30th day of December, 1980, that the sale of the real property, made and reported in this cause by F. Vernon Boozer & Edward C. Covahey, Jr., Substituted Trustees, be ratified and confirmed, on or after the 30th day of January, 1981, 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 January, 1981.

The report states the amount of sales to be $32,000.00.

Marguerite H. Mankin Clerk

Filed December 30, 1980

Centreville, Md. Jan 16 19 81

We Hereby Certify

That the annexed advertisement of SUBSTITUTED TRUSTEE"S 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 18 day of Dec. 19 80. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 3 day of December 19 80, and the last insertion on the 17 day of December 19 80.

Publishers, Record Observer

Per Carolyn Dyer

RECEIVED
CLERK, CIRCUIT COURT
1981 FEB -9 AM 10 02
QUEEN ANNE'S COUNTY

COVAHEY AND BOOZER
Attorneys at Law
[illegible] Bosley Avenue
Towson, Maryland 21204
828-8441

Substituted Trustee's Sale of Valuable Fee Simple Dwelling Property

Known As No. General Delivery Route 405
Price, Maryland 21658

Under and by virtue of the power of sale contained in a certain Deed of Trust from Thomas Kennard Moore to James H. Poythress and Donna L. Hunsicker, Trustees, dated the 16th day of November, 1979, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 157, Folio 513, and Declaration of Substitution of Trustees dated June 5, 1980 and recorded as aforesaid in Liber M.W.M. No. 164, Folio 778 substituting F. Vernon Boozer and Edward C. Covahey, Jr. as Substituted Trustees under the Deed of Trust aforesaid, and default having occurred under the terms there of, the undersigned Substituted Trustees will offer for sale at public auction on the premises on

Monday, Dec. 22, 1980
at 11 a.m.

All that lot of ground and the improvements thereon situate in the Queen Anne's County, State of Maryland, and described as follows:

BEGINNING FOR THE SAME at a stone found on the southwesternmost side of Maryland Route 405 at the intersection of the division line of the lands of Clyde L. Brice, (see C.W.C. 90/651), and the herein described lands, said beginning point still further being located North 46 degrees, 45 minutes, 00 seconds West, 56.39 feet from an iron pipe found in the southeasternmost corner of the aforementioned Brice lands;

THENCE leaving said beginning point so fixed and binding on the aforesaid division line South 44 degrees, 45 minutes, 00 seconds West. 137.00 feet to an iron pipe set in the easternmost outline of the lands of William E. Leager, (see M.W.M. 149/351);

THENCE leaving the Brice lands and binding on the easternmost outline of the Leager lands, North 46 degrees, 45 minutes, 00 seconds West, 60.00 feet to an iron pipe set in the southeasternmost outline of the lands of Bernard A. Dadds, (see C.W.C. 11/330);

THENCE leaving the Leager lands and binding on the southeasternmost outline of the Dadds lands, North 44 degrees, 45 minutes, 00 seconds East, 137.00 feet to an iron pipe set on the southwesternmost side of the aforementioned Maryland Route 405;

THENCE leaving the Dadds lands and binding on the southwesternmost side of Maryland Route 405 South 46 degrees, 45 minutes, 00 seconds East, 60.00 feet to the place of beginning, containing in all 0.189 acres of land, more or less, as surveyed by Carlton L. Felty, Jr., Registered Surveyor, in August 1979.

BEING the same lot of ground described in a Deed dated November 16, 1979 and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 157 Folio 511 from Sydney G. Ashley to Thomas Kennard Moore.

The improvements thereon consist of a dwelling.

The property will be sold in "As Is" conditon, subject to any existing building violations, etc. and also subject to conditions, restrictions and agreements of record affecting same, if any.

TERMS OF SALE: Cash or certified check deposit in the amount of $3200.00 or 10% of the purchase price, whichever is greater, will be required of the purchaser at the time and place of sale, balance in cash, upon final ratification of the sale by the Circuit Court of Queen Anne's County and to bear interest at the rate of 11.5% per annum from date of sale to date of settlement. Taxes, water rent and ground rent, if any, to be adjusted to date of sale. All other public charges and assessments payable on an annual basis, including sanitary and/or metropolitan district charges to be adjusted for the current year to date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps and transfer taxes shall be borne by the purchaser.

and/or metropolitan district charges by the purchaser. Cost of all documentary stamps and transfer taxes shall be borne by the purchaser.

Atlantic Auctions Inc., Auctioneers
3420 Reisterstown Rd.
Baltimore, Md. 21215
301-542-9300

F. VERNON BOOZER
EDWARD C. COVAHEY, JR.
Substituted Trustees

RO12-3-3t-045

Centreville, Md. Feb. 4 19 81

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 22 day of Jan. 1981. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 7 day of January 19 81, and the last insertion on the 21 day of January 19 81.

Publishers, Record Observer

Per Carolyn Dyer

ORDER NISI

CASE

F. Vernon Boozer and Edward C. Covahey, Jr. Substituted Trustees

vs.

Thomas Kennard Moore

In the Circuit Court for Queen Anne's County

In Equity

Docket No. 6979

ORDERED, this 30th day of December, 1980, that the sale of the real property, made and reported in this cause by F. Vernon Boozer & Edward C. Covahey, Jr., Substituted Trustees, be ratified and confirmed, on or after the 30th day of January, 1981, 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 January, 1981.

The report states the amount of sales to be $32,000.00.

MARGUERITE W. MANKUS, Clerk

Betty M. Comegys, Deputy Clerk

Filed December 30, 1980

RO-1-7-3t-09

RECEIVED
CLERK, CIRCUIT COURT
1981 FEB -9 AM 10 02
QUEEN ANNE'S COUNTY

LIBER 13 PAGE 25

F. VERNON BOOZER and EDWARD C.	*	IN THE
COVAHEY, JR., Substituted Trustees	*	CIRCUIT COURT
VS.	*	OF
THOMAS KENNARD MOORE	*	QUEEN ANNE'S COUNTY
	*	CASE NO. 6679

****

FINAL ORDER OF RATIFICATION

ORDERED, this 13th day of February, 1981, by the Circuit Court of Queen Anne's County sitting as a Court of Equity, and by the authority thereof, that the sale made by F. Vernon Boozer and Edward C. Covahey, Jr., Substituted Trustees, and reported in the above entitled cause be, and the same is hereby, finally ratified and confirmed; no cause to the contrary thereof having been shown, although notice appears to have been given as required by the preceding Order.

George B. Rasin, Jr.
Judge

RECEIVED
CLERK, CIRCUIT COURT
1981 FEB 13 PM 3:52
QUEEN ANNE'S COUNTY

F. VERNON BOOZER and EDWARD C.	*	IN THE
COVAHEY, JR., Substituted Trustees	*	CIRCUIT COURT
VS.	*	OF
THOMAS KENNARD MOORE	*	QUEEN ANNE'S COUNTY
	*	CASE NO. 6679

****

PETITION TO SUBSTITUTE PURCHASER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of F. Vernon Boozer and Edward C. Covahey, Jr., Substituted Trustees herein, respectfully represents:

1. That your Petitioners as Substituted Trustees sold the real property which is the subject of these proceedings on December 22, 1980 at public auction sale unto 1st Financial Savings and Loan Assoication as duly reported to this Honorable Court, at and for the price of Thirty-two thousand ($32,000.00) Dollars.

2. That since the time of the Report of Sale, the Purchaser has assigned all its right, title and interest in and to the Contract of Sale for said real property between itself and your Petitioners to Max Cleland, Administrator of Veterans Affairs, an Officer of the United States of America, his successors and assigns.

WHEREFORE, your Petitioners pray that this Honorable Court pass an Order authorizing them to deed and convey said real property unto Max Cleland, Administrator of Veterans Affairs, an Officer of the United States of America, his successors and assigns as Substituted Purchaser.

F. VERNON BOOZER

EDWARD C. COVAHEY, JR.,
Substituted Trustees

RECEIVED
CLERK, CIRCUIT COURT
1981 FEB 23 AM 9:43
QUEEN ANNE'S COUNTY

ASSENT

The undersigned Purchaser hereby consents to the relief prayed in the foregoing Petition.

1ST FINANCIAL SAVINGS AND LOAN ASSN.

By: F.J. Ochoa, Assistant Vice-President
Loan Administration

F. VERNON BOOZER and EDWARD C.	*	IN THE
COVAHEY, JR., Substituted Trustees	*	CIRCUIT COURT
VS.	*	OF
THOMAS KENNARD MOORE	*	QUEEN ANNE'S COUNTY
	*	CASE NO. 6679

****

ORDER

Upon the foregoing Petition and Assent, it is hereby this 27 day of February, 1981, by the Circuit Court of Queen Anne's County,

ORDERED, that Max Cleland, Administrator of Veterans Affairs, an Officer of the United States of America, his successors and assigns, be, and is hereby substituted as Purchaser of the property mentioned in these proceedings known as General Delivery Route 405, Price, Md. in the place and stead of 1st Financial Savings and Loan Association.

Clayton C. Carter
Judge

RECEIVED
CLERK, CIRCUIT COURT
1981 FEB 27 PM 2:47
QUEEN ANNE'S COUNTY

F. VERNON BOOZER and EDWARD C.	*	IN THE
COVAHEY, JR., Substituted Trustees	*	CIRCUIT COURT
VS.	*	OF
THOMAS KENNARD MOORE	*	QUEEN ANNE'S COUNTY
	*	CASE NO. 6679

****

PETITION FOR ALLOWANCE OF COUNSEL FEE IN LIEU OF COMMISSIONS

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Covahey and Boozer, Attorneys for the Substituted Trustees, respectfully represents:

1. That on the 13th day of June, 1980, Covahey and Boozer as attorneys for the above-captioned Substituted Trustees, requested that suit in foreclosure under a Deed of Trust from Thomas Kennard Moore to James H. Poythress and Donna L. Hunsicker, Trustees dated November 16, 1979 be docketed in this Court.

2. Counsel has acted as attorneys for the Substituted Trustees in the above-captioned matter from the time of the aforesaid docketing of the foreclosure suit and continue to so act at the present time.

3. Counsel has attended to all of the necessary legal requirements in connection with the filing of the suit, preparation of the legal advertisements and sale of the property conveyed by Deed of Trust, including supervision of the preparation of the Statement of the Deed of Trust or Mortgage Debt, Affidavit of Military Service, Trustees' Report of Sale, procuring and filing of Bond, Affidavit of Purchasers, Affidavit of Compliance and any and all other pertinent legal documents as may have been filed in the instant suit, and has supervised the preparation and conveyance of the subject property to the purchaser, and other related legal services.

4. The aforesaid sale has been ratified and confirmed by this Honorable Court on February 13, 1981.

5. Said Deed of Trust provides, among other things, that from the proceeds of any sale made pursuant to its terms by the Trustees, the latter shall first pay all costs, charges and expenses, including all attorneys and other fees and costs.

RECEIVED
CLERK, CIRCUIT COURT
1981 FEB 23 AM 9:43
QUEEN ANNE'S COUNTY

6. Your Petitioners believe and therefore aver that a reasonable counsel fee for legal services rendered to the Substituted Trustees in this matter is $300.00.

WHEREFORE, your Petitioners pray that this Court pass an Order directing the auditor in his accounting to this Court in this proceedings, to allow Covahey and Boozer, as Attorneys for the Substituted Trustees, a reasonable attorneys fee, to wit $300.00 in lieu of commissions.

Respectfully submitted,

COVAHEY AND BOOZER

F. Vernon Boozer
Attorneys for Sub. Trustees
614 Bosley Avenue
Towson, Maryland
828-9441

F. VERNON BOOZER and EDWARD C.	*	IN THE
COVAHEY, JR., Substituted Trustees	*	CIRCUIT COURT
VS.	*	OF
THOMAS KENNARD MOORE	*	QUEEN ANNE'S COUNTY
	*	CASE NO. 6679

****

ORDER

Upon the foregoing Petition, it is this 27th day of February, 1981, by the Circuit Court of Queen Anne's County

ORDERED, that the auditor in his accounting to this Court in the above-captioned proceedings allow Covahey and Boozer, as attorneys for the Substituted Trustees herein, attorneys fee in the amount of $300.00 in lieu of trustees' commissions.

Judge

RECEIVED
CLERK, CIRCUIT COURT
1981 FEB 27 PM 2:48
QUEEN ANNE'S COUNTY

F. VERNON BOOZER and
EDWARD C. COVAHEY, JR.,
Substituted Trustees

vs.

THOMAS KENNARD MOORE

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 6679

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 F. Vernon Boozer and Edward C. Covahey, Jr., Substituted Trustees, 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 $2,705.86.

2. That in the within account, F. Vernon Boozer and Edward C. Covahey, Jr., Substituted Trustees, are charged with the proceeds of sale made by them and the interest collected; and they are allowed thereafter the attorney's fee in lieu of commissions per Order of Court; the court costs paid and due, the fee for recording the Declaration of Substitution of Trustees; the bond premium; the several advertising costs; U. S. Postal fees; the fees of the auctioneer; the adjustment of State and County taxes; the fee of your Auditor; and the balance was credited toward the mortgage debt.

March 9, 1981

J. Thomas Clark

J. Thomas Clark, Auditor

CAUSE NO. 6679

The sale of land reported in this cause by F. Vernon Boozer and Edward C. Covahey, Jr., Substituted Trustees, and vendors of said land to sell and convey the land in this suit.

Dr.

1980 Dec. 22	By proceeds of sale of land, per report of said Trustees	$32,000.00
	By interest collected, per statement exhibited	705.60
	By gross proceeds of sale	$32,705.60

Cr.

To Covahey and Boozer, Attorney's fee in lieu of commissions, per Order of Court		$ 300.00
To do., for an amount paid Marguerite W. Mankin, Clerk, for advanced filing fee, per receipt exhibited		50.00
To do., for an amount paid Marguerite W. Mankin, Clerk for recording Declaration of Substitution of Trustees, per receipt exhibited		9.00
To do., for an amount due Marguerite W. Mankin, Clerk, for additional court costs:		
1-Appearance fee	$10.00	
2-Clerk's additional	94.00	104.00
To do., for an amount paid All Insurance Resources, Inc. for bond premium, per receipt exhibited		128.00
To do., for an amount paid Queen Anne's Record-Observer, for advertising costs:		
1-Advertising sale	$188.60	
2-Order Nisi on Sale	37.50	226.10
To do., for an amount paid U. S. Postal Service, for certified mail, per receipt exhibited		1.40
To do., for amounts paid Atlantic Auctions, Inc., Auctioneers, for crying two sale, the sum of		200.00

March 9, 1981

J. Thomas Clark, Auditor

To do., for an amount paid for adjustment of State and County taxes, the sum of----------		$ 110.26	
To J. Thomas Clark, Auditor, for auditor's fees:			
1-Stating this account------	$45.00		
2-Notifying parties---------	15.00	60.00	
To Economy Savings and Loan Association, as a partial payment on mortgage indebtedness, per statement of mortgage debt of $31,822.40, plus interest until 60 days after date of sale, in the sum of $2,400.30, the balance or the sum of----------		31,516.84	
		$32,705.60	$32,705.60

March 9, 1981

J. Thomas Clark

J. Thomas Clark, Auditor

F. VERNON BOOZER and EDWARD C. COVAHEY, JR., Substituted Trustees	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
vs.	IN EQUITY
THOMAS KENNARD MOORE	No. 6679

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on March 9, 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:

F. Vernon Boozer and
Edward C. Covahey, Jr.
614 Bosley Avenue
Towson, MD 21204

Thomas Kennard Moore
General Delivery
Rt. 405
Price, MD 21656

Economy Savings and Loan Association
c/o Covahey and Boozer
614 Bosley Ave.
Towson, MD 21204

Pursuant to Rule 595g, Maryland Rules of Procedure, I notified each of them that said account was filed on March 9, 1981, with the Clerk of the Circuit Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before March 24, 1981, and if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on March 26, 1981.

March 9, 1981

J. Thomas Clark
J. Thomas Clark, Auditor

F. VERNON BOOZER and EDWARD C. COVAHEY, JR., Substituted Trustees	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6679
THOMAS KENNARD MOORE	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 9th day of March, 19 81, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 26th day of March, 19 81, 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. Munkes Clerk

Filed March 9, 1981

F. VERNON BOOZER and EDWARD C.	*	IN THE
COVAHEY, JR., Substituted Trustees	*	CIRCUIT COURT
VS.	*	OF
THOMAS KENNARD MOORE	*	QUEEN ANNE'S COUNTY
	*	CASE NO. 6679

****

MOTION TO WITHDRAW ORIGINAL DEED OF TRUST NOTE

F. Vernon Boozer and Edward C. Covahey, Jr., Substituted Trustees herein, beg leave of the Court to withdraw the original Deed of Trust Note in the above entitled cause upon the substitution of a photostatic copy in lieu thereof.

FILED
MAR 19 1981
CIRCUIT COURT
QUEEN ANNE'S CO.

F. VERNON BOOZER

EDWARD C. COVAHEY, JR.,
Substituted Trustees

Leave is hereby granted.

3/23/81

K Thomas Finnegan
Judge

RECEIVED
CLERK. CIRCUIT COURT
1981 MAR 23 PM 4: 19
QUEEN ANNE'S COUNTY

F. VERNON BOOZER and	*	IN THE CIRCUIT COURT
EDWARD C. COVAHEY, JR., Substituted Trustees	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6679
	*	
THOMAS KENNARD MOORE	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 24th day of March, 19 81, by the Court that the account of the Auditor is finally ratified and confirmed, and F. Vernon Boozer & Edward C. Covahey, Jr., Substituted ~~Auditors~~/Trustees are ~~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 24, 1981

LIBER 13 PAGE 38

F. VERNON BOOZER and EDWARD C.	*	IN THE
COVAHEY, JR., Substituted Trustees	*	CIRCUIT COURT
VS.	*	OF
THOMAS KENNARD MOORE	*	QUEEN ANNE'S COUNTY
	*	CASE NO. 6679

****

ASSIGNMENT OF RIGHT TO DEFICIENCY DECREE

1st Financial Savings and Loan Association hereby assigns all its rights, title and interest in and to the above proceedings, and any claim of the secured party against the Defendants herein, for a right to a decree in the foreclosure for the deficiency as stated in the Auditor's Account in the amount of Two thousand seven hundred five dollars and eighty-six cents ($2,705.86) to Rufus H. Wilson, Acting Administrator of Veterans Affairs, an officer of the United States of America, his successors and assigns, and directs that the Clerk enter said proceedings to the use of Rufus H. Wilson, Acting Administrator of Veterans Affairs, as an officer of the United States of America, his successors and assigns in office.

1ST FINANCIAL SAVINGS AND LOAN ASSN.

By: F.J. Ochoa, Assistant Vice-President

F. VERNON BOOZER
Covahey and Boozer
614 Bosley Avenue
Towson, Maryland 21204
828-9441

STATE OF Illinois, COUNTY OF Will, to wit:

I HEREBY CERTIFY, that on this 1st day of April, 1981, before me the subscriber, a Notary Public of the State aforesaid, personally appeared F.J. Ochoa the Assistant Vice-President of 1st Financial Savings and Loan Association and acknowledged the foregoing Assignment to be the act of the said body corporate being duly authorized to do so.

AS WITNESS my hand and Notarial Seal.

My comm. exp. 8/4/84

Sharon E. Gordon, Notary Public

SHARON E. GORDON NOTARY PUBLIC WILL COUNTY

RECEIVED
CLERK, CIRCUIT COURT
1981 APR -9 AM 9:08
QUEEN ANNE'S COUNTY

JEROME S. CARDIN and WILLIAM I. WEINSTEIN, Trustees 6615 Reisterstown Road Baltimore, Maryland 21215 (Complainants) vs. BLANCHE THYE 17 Thompson Creek Road Stevensville, Maryland 21666	* * * * * * * *	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY #6801

* * * * * *

DEC 19-80 * 28212 *****60.00
DEC 19-80 A 528212 *****60.00

ORDER TO DOCKET

MR. CLERK:

Please docket the above action to foreclose a Deed of Trust dated December 30, 1977 from Blanche Thye to Jerome S. Cardin and William I. Weinstein, Trustees, covering certain property in Queen Anne's County given to secure the repayment of a debt now in default from Blanche Thye to United Federal Savings and Loan Association, the original of said Deed of Trust wherein the said Trustees are given power of sale is attached hereto as a part hereof and the original of the Deed of Trust Note secured by the aforesaid Deed of Trust is attached hereto as a part hereof and marked as Exhibit "A".

CARDIN AND WEINSTEIN, P.A.

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1980 DEC 19 AM 9:57
QUEEN ANNE'S COUNTY

By: William I. Weinstein
William I. Weinstein
6615 Reisterstown Road
Baltimore, Maryland 21215
(301) 358-7411

Attorney for Complainants

CARDIN AND
WEINSTEIN, P.A.
ATTORNEYS AT LAW
SUITE 301
6615 REISTERSTOWN ROAD
BALTIMORE, MD. 21215
TELEPHONE (301) 358-7411

DOCUMENT NO. 91,780

LIBER 13 PAGE 40

DEED OF TRUST

EXHIBIT "A"

FILE NO. 18-5445

PURCHASE MONEY

THIS DEED OF TRUST is made this 30TH day of December 19 77, among the Grantor, BLANCHE THYE (herein "Borrower"), JEROME S. CARDIN and WILLIAM I. WEINSTEIN (herein "Trustee"), and the Beneficiary, UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 6609 Reisterstown Road, Baltimore County, Maryland 21215 (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, State of Maryland:

BEING known and designated as Condominium Unit No. 17, in Building 1, in Stage One Kangaroo Beach Condominium, as said unit and condominium are established pursuant to Master Deed and By-Laws of Fred Pritt Building Co., Inc., dated January 28, 1977 and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 122, folio 631, et seq., and amendments thereto, and pursuant to the plans shown by the plats described in said condominium Master Deed and By-Laws, and amendments recorded among the Land Records aforesaid in Liber C.W.C. No. 122, folios 628, 629, 630 and in Plat Book C.W.C. No. 3, folios 25, 26, and 27 and additional plats as referred to in aforesaid amendments to Master Deed and By-Laws.

TOGETHER with the improvements therein, and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining particularly the right in common with others of the common elements of the aforesaid condominium subject to the obligation of such owners all as more fully described in the Master Deed and By-Laws, Amendments to Master Deed and By-Laws and Plats as referred to above.

BEING the same lot of ground which by Deed dated of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Queen Anne's County was granted and conveyed by Fred Pritt Building Co., Inc. unto Blanche Thye, the within named Borrower.

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JAN 17-78 * 2 488 *****19.00
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which has the address of Unit 17, Thompson Creek Road [Street], Queen Anne's County [City], Maryland [State and Zip Code] (herein "Property Address"); (The aforesaid property having been purchased in whole or in part with the sums secured hereby)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated December 30TH 1977 (herein "Note"), in the principal sum of FORTY FOUR THOUSAND and 00/100ths ($44,000.00) 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 the first day of January, 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 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 specially the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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.

WITNESS:

Janice F. Schrum

JANICE F. SCHRUM

Blanche Thye (Seal)
Blanche Thye —Borrower

(Seal)
—Borrower

STATE OF MARYLAND, CITY OF BALTIMORE, to wit: ..... County ss:

I Hereby Certify, That on this 30th day of December, 19 77, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared BLANCHE THYE, known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument and acknowledge that she executed the same for the purposes therein contained.

As WITNESS: my hand and notarial seal.

My Commission expires: 7/1/78

Janice F. Schrum
Notary Public
JANICE F. SCHRUM
MY COMMISSION EXPIRES JULY 1, 1978

NOTARY PUBLIC JANICE F. SCHRUM BALTIMORE, MD.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit: ..... County ss:

I Hereby Certify, That on this 30th day of December, 19 77, before me, the subscriber, a Notary Public of the State of Maryland and for the County of Baltimore, personally appeared William W. Davis, Vice-President, 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: 7/1/78

Janice F. Schrum
Notary Public
JANICE F. SCHRUM
MY COMMISSION EXPIRES JULY 1, 1978

NOTARY PUBLIC JANICE F. SCHRUM BALTIMORE, MD.

(Space Below This Line Reserved For Lender and Recorder)

LIBER 13 PAGE 44

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 30TH day of December, 19 77, and is incorporated into and shall be deemed to amend and supplement a Mortgage, Deed of Trust or Deed to Secure Debt (herein "security instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION (herein "Lender") and covering the Property described in the security instrument and located at Unit 17, Thompson Creek Road, Queen Anne's County, Maryland
(Property Address)

The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as KANGAROO BEACH CONDOMINIUM
(Name of Condominium Project)
(herein "Condominium Project").

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the security instrument, Borrower and Lender further covenant and agree as follows:

A. Assessments. Borrower shall promptly pay, when due, all assessments imposed by the Owners Association or other governing body of the Condominium Project (herein "Owners Association") pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project.

B. Hazard Insurance. So long as the Owners Association maintains a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against 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, then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the premium installments for hazard insurance on the Property;

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied; and

(iii) the provisions in Uniform Covenant 5 regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of Uniform Covenant 5. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the security instrument, with the excess, if any, paid to Borrower.

C. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any material amendment to the declaration, by-laws or code of regulations of the Owners Association, or equivalent constituent document of the Condominium Project, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; or

(iii) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project.

D. Remedies. If Borrower breaches Borrower's covenants and agreements hereunder, including the covenant to pay when due condominium assessments, then Lender may invoke any remedies provided under the security instrument, including, but not limited to, those provided under Uniform Covenant 7.

IN WITNESS WHEREOF, Borrower has executed this Condominium Rider.

WITNESS:

Janice F. Schrum
JANICE F. SCHRUM

Blanche Thye (Seal)
Blanche Thye —Borrower

(Seal)
—Borrower

NOTE

US $ 44,000.00 Baltimore, Maryland
City

December 30th, 1977

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION, or order, the principal sum of FORTY FOUR THOUSAND and 00/100ths Dollars, with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of eight and three quarter (8-3/4%) percent per annum. Principal and interest shall be payable at 6609 Reisterstown Road, Baltimore, Maryland 21215, or such other place as the Note holder may designate, in consecutive monthly installments of Three Hundred Forty Six and 15/100ths Dollars (US $ 346.15), on the first day of each month beginning February 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 the first day of January, 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 four (4%) percent of any monthly installment not received by the Note holder within 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 December 30th, 1977, and reference is made to the Deed of Trust for rights as to acceleration of the indebtedness evidenced by this Note.

Blanche Thye (Seal)
Blanche Thye

Unit 17, Thompson Creek Road (Seal)

Queen Anne's County, Maryland (Seal)
Property Address

(Execute Original Only)

MARYLAND—1 to 4 Family—6/75—FNMA/FHLMC UNIFORM INSTRUMENT

LIBER 13 PAGE 46

Military Affidavit under Soldiers' and Sailors' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

JEROME S. CARDIN and WILLIAM I. WEINSTEIN, Trustees
6615 Reisterstown Road
Baltimore, Maryland 21215

vs.

BLANCHE THYE
17 Thompson Creek Road
Stevensville, Queen Anne's County,
Maryland 21666

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE CITY~~

QUEEN ANNE'S COUNTY

Docket ..... Folio .....

6801

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared WILLIAM I. WEINSTEIN and JEROME S. CARDIN, Trustees

and made oath in due form of law that they (~~she~~) knows the defendant herein, and that to the best of their 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.

Jerome S. Cardin, Trustee

William I. Weinstein, Trustee

Affiant.

Subscribed and sworn to before me

this 18th day of December, 1980

Jane B. Smith
Notary Public

JANE B. SMITH NOTARY PUBLIC Baltimore Co. Md.

My Commission Expires: 7/1/82

JEROME S. CARDIN and WILLIAM I. WEINSTEIN,
Trustees

6615 Reisterstown Road
Baltimore, Maryland 21215

vs.

BLANCHE THYE

17 Thompson Creek Road
Stevensville, Queen Anne's County, MD
21666

IN THE

CIRCUIT COURT

FOR
~~XXX~~

~~BALTIMORE XXXXX~~
QUEEN ANNE'S COUNTY

#6801

STATEMENT OF MORTGAGE DEBT

Amount of Loan	$44,000.00
Paid on Loan	414.81
	$43,585.19
Interest Due June 1, 1980 through December 31, 1980	2,235.97
Appraisal Fee	75.00
Late Charges Due 6 Months @ $13.85	83.10
	$45,979.26
Plus: Overdraft in Expense Account	22.63
TOTAL AMOUNT DUE	$46,001.89

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 18th day of December in the year nineteen hundred and eighty, before me, a Notary Public of the State of Maryland, in and for said ~~XXXX~~ County of Baltimore, personally appeared Jerome S. Cardin and William I. Weinstein, Trustees

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,

Jane B. Smith
Notary Public.

JANE B. SMITH NOTARY PUBLIC Baltimore Co., Md.

LIBER 13 PAGE 47

LIBER 13 PAGE 48

Fidelity and Deposit Company

Equity # 6801

HOME OFFICE OF MARYLAND BALTIMORE, MD. 21203

Bond No. 605 63 92

KNOW ALL MEN BY THESE PRESENTS:

That we, Jerome S. Cardin & William I. Weinstein - 6615 Reisterstown Rd., Baltimore, Maryland 21215 and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Forty-nine thousand and 00/100-------($49,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 2nd day of January in the year of our Lord one thousand nine hundred and eighty-one.

WHEREAS, the above bounden Jerome S. Cardin and William I. Weinstein by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Anne County has been appointed Trustee to sell certain property

mentioned in the proceedings in the case of Jerome S. Cardin & William I. Weinstein

vs.

Blanche Thye

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Jerome S. Cardin and William I. Weinstein

do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

Leslie Leskin — Jerome S. Cardin (SEAL)

Leslie Leskin — William I. Weinstein (SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Aleta J. Burns — Aleta J. Burns *As to Surety*

By Maria L. Lenox — Maria L. Lenox *Attorney-in-Fact*

J3116(MD)—1M, 9,80 211589
Trustee's Bond

SURETY APPROVED AND BOND FILED ON Jan. 8, 1981

LIBER 3 PAGE 59

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the **FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** a corporation of the State of **MARYLAND,** does hereby constitute and appoint **MARIA L. LENOX,** its Attorney-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description, that are or may be required to be filed in any Court in or of the State of Maryland, and it does hereby declare that all such bonds signed and executed by its said Attorney-in-Fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said **FIDELITY AND DEPOSIT COMPANY OF MARYLAND** duly affixed by its Vice-President and attested by its Assistant Secretary, this **16th** day of **February, 1976.**

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST: **C. W. ROBBINS** *Assistant Secretary* By: **C. M. PECOT, JR.** *Vice-President*

FIDELITY AND DEPOSIT COMPANY OF MARYLAND INCORPORATED 1890

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney, and is signed by facsimile under and by authority of the following resolution of the Board of Directors of the Fidelity and Deposit Company of Maryland at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

January 2nd, 19 81

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Assistant Secretary

LIBER 13 PAGE 50

REPORT OF SALE

JEROME S. CARDIN and WILLIAM I. WEINSTEIN, Trustees
6615 Reisterstown Road
Baltimore, Maryland 21215

vs.

BLANCHE THYE
17 Thompson Creek Road
Stevensville, Maryland 21666

IN THE

CIRCUIT COURT

FOR

~~OF~~

~~BALTIMORE CITY~~
QUEEN ANNE'S COUNTY

#6801

To The Honorable Judge of the

Circuit Court ~~of Baltimore City~~ for Queen Anne's County

The Report of Sale of Jerome S. Cardin and William I. Weinstein

Trustees ~~appointed by the Decree~~ in the above entitled cause, to make sale of

17 Thompson Creek Road, Stevensville, Maryland 21666

in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of their trust ~~as required by said Decree~~ which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in

Queen Anne's Record Observer

weekly ~~daily~~ newspaper published in ~~Baltimore City~~ Queen Anne's County for more than three successive weeks preceding the day of sale, said Trustees

did pursuant to said notice on the 19th day of January 1981

at two o'clock p. M. attend on the premises and then and there sold same at and for the purchase price of $47,500.00 to Carribel S. Ender, as principal and as agent for Carribel M. Stever, in fee simple.

Jerome S. Cardin, Trustee

William I. Weinstein, Trustee

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 22nd day of January 1981 before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County of Baltimore aforesaid, personally appeared Jerome S. Cardin and William I. Weinstein,

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.

RECEIVED
CLERK. CIRCUIT COURT
1981 JAN 23 AM 8 31
QUEEN ANNE'S COUNTY

As witness my hand and Notarial Seal.

JANE B. SMITH NOTARY PUBLIC Baltimore, Md.

Jane B. Smith
Notary Public.

JUDICIAL SALES • REAL ESTATE SALES • MERCHANDISE SALES • APPRAISALS

Alex Cooper Auctioneers, Inc. AUCTIONEERS — ORIENTAL RUG IMPORTERS — APPRAISERS

JOSEPH A. COOPER
President
RES.: 484-4987

345 N. CHARLES STREET
BALTIMORE, MD. 21201
OFFICE: 752-4868

JEROME S. CARDIN and WILLIAM I. WEINSTEIN, Trustees
6615 Reisterstown Road
Baltimore, Maryland 21215

vs.

BLANCHE THYE
17 Thompson Creek Road
Stevensville, Maryland 21666

IN THE
CIRCUIT COURT
~~OF~~
FOR
~~BALTIMORE CITY~~
QUEEN ANNE'S COUNTY

Case No. 6801, Docket MWM No. 8

AUCTIONEER'S AFFIDAVIT

We, the undersigned, do hereby certify that the annexed bill or statement of the fees and sums due us, set forth in detail, are all and singular of the fees and sums due us, and that we have not paid or will not pay, directly or indirectly, any sum or consideration to anyone for employing us or aiding us to be employed to make the sale for which the annexed bill or statement was rendered.

ALEX COOPER AUCTIONEERS, INC.

By: Joseph A. Cooper

SUBSCRIBED and sworn to before me, a Notary Public in and for Baltimore City by Joseph A. Cooper this 19th Day of January, 1981

Debbie A. Todd
Notary Public

DEBBIE A. TODD
NOTARY PUBLIC
BALTIMORE CITY, MD.

RECEIVED
CLERK, CIRCUIT COURT
1981 JAN 23 AM 9:31
QUEEN ANNE'S COUNTY

LIBER 13 PAGE 52

JUDICIAL SALES • REAL ESTATE SALES • MERCHANDISE SALES • APPRAISALS

Oriental Rugs

Alex Cooper Auctioneers, Inc. AUCTIONEERS—REALTORS—APPRAISERS

OFFICE: 752-4868
RES.: 484-4987

345 N. CHARLES STREET
BALTIMORE, MARYLAND 21201

January 20, 1981

Name Jerome S. Cardin & William I. Weinstein, Trustees

Address 6615 Reisterstown Road - Suite 301

City & State Baltimore, Maryland 21215

REFERENCE: Trustees' Sale			
17 Thompson Creed Road			
Queen Anne's County, Maryland			
TOTAL DEPOSIT COLLECTED:			$5,000 00
AUCTIONEER'S COMMISSION, POSTING AND			
TRAVELING EXPENSES:	$ 200	00	
ADVERTISING:			
Sunpapers	120	73	
TOTAL CHARGES - - - - -	$ 320	73	320 73
NET CHECK ENCLOSED - - - - - - - -			$4,679 27

RECEIVED
CLERK, CIRCUIT COURT
1981 JAN 23 AM 9:32
QUEEN ANNE'S COUNTY

JUDICIAL SALES • REAL ESTATE SALES • MERCHANDISE SALES • APPRAISALS

Alex Cooper Auctioneers, Inc. AUCTIONEERS — ORIENTAL RUG IMPORTERS — APPRAISERS

JOSEPH A. COOPER
President
RES.: 484-4987

345 N. CHARLES STREET
BALTIMORE, MD. 21201
OFFICE: 752-4868

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

I HEREBY CERTIFY, that on this 14th Day of Jan, 1981, before me, the subscriber, a Notary Public of the State of Maryland in and for ~~Baltimore City,~~ Baltimore County personally appeared

Carribel S. Ender as principal

purchaser/s at the foreclosure sale in this cause, and made oath in due form of law that he/~~they~~—is/~~are~~ the purchaser/s and purchased same as principal and ~~not~~ as ~~an~~ agent for ~~anyone, or he/they purchased same as agent and his/their principal is~~ Carribel M. Stever, and that he/they has/have not directly or indirectly discouraged anyone from bidding for the said 17 Thompson Creek Road mentioned in the said Report of Sale.

Carribel S. Ender
Purchaser

principal & agent
Purchaser

(SEAL) Joseph A. Cooper
Notary Public

RECEIVED
CLERK, CIRCUIT COURT
1981 JAN 23 AM 9 32
QUEEN ANNE'S COUNTY

JOSEPH A. COOPER
NOTARY PUBLIC
BALTIMORE COUNTY, MD.

JEROME S. CARDIN and WILLIAM I. WEINSTEIN, Trustees	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
vs.	*	
BLANCHE THYE	*	Case No. 6801, Docket MVM No. 8

* * * * *

TO THE HONORABLE, THE JUDGE OF SAID COURT:

That Jerome S. Cardin and William I. Weinstein, Trustees, on January 9, 1981, in conformity with the provisions of Maryland Rules of Procedure Rule W74a2(c), sent a registered letter and copy of newspaper advertisement to Blanche Thye, the Defendant in this case, and advised her that the public auction sale of property 17 Thompson Creek Road, Stevensville, Queen Anne's County, Maryland will take place on the premises of the property on Monday, January 19, 1981 at 2:00 p.m.

That attached hereto and made a part hereof is a copy of said letter and advertisement with signed receipt.

Jerome S. Cardin, Trustee

William I. Weinstein, Trustee

RECEIVED
CLERK, CIRCUIT COURT
1981 JAN 23 AM 9:32
QUEEN ANNE'S COUNTY

LAW OFFICES
CARDIN and WEINSTEIN, P. A.
6615 REISTERSTOWN ROAD SUITE 301
BALTIMORE, MARYLAND 21215 (301) 358-7411

TOWSON, MD. OFFICE
40 W. CHESAPEAKE AVE.
SUITE 500
TOWSON, MD. 21204
(301) 337-7603

WASHINGTON, D.C. OFFICE
1025 CONNECTICUT AVE., N.W.
SUITE 911
WASHINGTON, D.C. 20036
(202) 466-8010

JEROME S. CARDIN *
WILLIAM I. WEINSTEIN
*LAWRENCE K. GINSBERG
HOWARD C. WEINSTEIN
DAVID A. KUNTZ

ARNOLD FLEISCHMANN
MARK B. SANDGROUND*

JACOB L. CARDIN
OF COUNSEL
*MEMBER D.C. BAR

January 9, 1981

Ms. Blanche Thye
17 Thompson Creek Road
Stevensville, Maryland 21666

Re: Jerome S. Cardin and William I. Weinstein, Trustees vs. Blanche Thye, Action to Foreclose Deed of Trust - Property: 17 Thompson Creek Road, Circuit Court for Queen Anne's County, Case No. 6801, Docket MWM No. 8

Dear Ms. Thye:

Please be advised that William I. Weinstein, Trustee, will sell the above property at public auction sale, which will be conducted by Alex Cooper Auctioneers, Inc. and will take place on the premises of the property, 17 Thompson Creek Road, Queen Anne's County, Maryland, on Monday, January 19, 1981, at 2:00 p.m.

Attached hereto is a copy of the advertisement of the public auction sale that is appearing in Queen Anne's Record Observer, a local weekly newspaper published in Queen Anne's County, Maryland.

Sincerely,

William I. Weinstein
Trustee

RECEIVED
CLERK, CIRCUIT COURT
1981 JAN 23 AM 9 32
QUEEN ANNE'S COUNTY

WIW:jbs
Enc.

REGISTERED MAIL
RETURN RECEIPT REQUESTED

REGISTERED NO.	195694		
POST OFFICE COMPLETION	Reg. Fee $ 3.00	Special Delivery $	
	Handling Charge $	Return Receipt $ .45	
	Postage $ .15	Restricted Delivery $	
	RECEIVED BY R E Lark	AIRMAIL	
CUSTOMER COMPLETION (Please Print)	FULL VALUE $		
	FROM Cardin + Weinstein, P.A. 6615 Reisterstown Rd. Balto. Md.		ZIP CODE 21215
	TO Ms. Blanche Thye 17 Thompson Creek Rd. Stevensville, Md.		ZIP CODE 21666

All Entries MUST be in Ball Point Pen or Typed

POSTMARK OF MAILING OFFICE
BALTIMORE, MD. ARLINGTON STA.
JAN 9 1981
USPS

LIBER 13 PAGE 55

UBER 13 PAGE 56

All Entries MUST be in Ball Point Pen or Typed

REGISTERED NO. 195694

POST OFFICE COMPLETION

Reg. Fee $ 3.00 | Special Delivery $

Handling Charge $ | Return Receipt $ .45

Postage $ .15 | Restricted Delivery $

RECEIVED BY: RE Lark | AIRMAIL

POSTMARK OF MAILING OFFICE: BALTIMORE, MD. ARLINGTON STA. JAN 9 1981 USPS

CUSTOMER COMPLETION (Please Print)

FULL VALUE $ N/

FROM: Cardin + Weinstein, P.A.
6615 Reisterstown Rd.
Balto. Md. ZIP CODE 21215

TO: Ms. Blanche Thye
17 Thompson Creek Rd.
Stevensville, Md. ZIP CODE 21666

PS FORM 3806 Oct. 1978 RECEIPT FOR REGISTERED MAIL (Customer Copy)

SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.

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)

ARTICLE ADDRESSED TO:
Ms. Blanche Thye
17 Thompson Creek Road
Stevensville, MD 21666

ARTICLE DESCRIPTION:
REGISTERED NO. 195694 | CERTIFIED NO. | INSURED NO.

(Always obtain signature of addressee or agent)

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

DATE OF DELIVERY JAN 13

ADDRESS (Complete only if requested)

UNABLE TO DELIVER BECAUSE: | CLERK'S INITIALS

RETURN RECEIPT REGISTERED, INSURED AND CERTIFIED MAIL

☆GPO : 1973-538-843

Cardin & Weinstein Solicitors
6611 Reisterstown Road
Baltimore, Maryland 21215

Trustee's Sale

of

Valuable Fee-Simple Tri-Level Condominium

17 Thompson Creek Road
Queen Anne's County, Maryland

Under and by virtue of the power of sale contained in a certain Deed of Trust from Blancha Thye to Jerome S. Cardin and William I. Weinstein, Trustees, dated December 30, 1977, and recorded in the Land Records of Queen Anna's County in Liber 130, folio 475, defaults, as defined in said Deed having occurred, and at the request of the party secured thereby the undersigned Trustees, will offer for sale at public auction, on the premises, on

Monday, Jan. 19, 1981
At 2:00 O'Clock p.m.

ALL THAT LOT OF GROUND AND THE IMPROVEMENTS situate in Queen Anne's County and described as follows:

BEING known and designated as Condominium Unit No. 17, in Building 1, in Stage One Kangaroo Beach Condominium, as said unit and condominium are established pursuant to Master Deed and By-Laws of Fred Pritt Building Co., Inc., dated January 28, 1977 and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 122, folio 631, et seq. and amendments therato, and pursuant to the plans shown by the plats described in said condominium Master Deed and By-Laws, and amendments recorded among the Land Records of aforesaid in Liber C.W.C. No. 122, folios 628, 629, 630 and in Plat Book C.W.C. No. 3, folios 25, 26, and 27 and additional plats as referred to in aforesaid amendments to Master Deed and By-Laws.

The property is in fea-simple and improved by a Tri-Level Condominium containing 3 bedrooms and 2½ baths.

The property will be sold subject to conditions, restrictions and agreements of record affecting the same, if any.

Terms of Sale: A cash deposit or certified check for $5,000 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, interast to be paid on unpaid purchase money at the rate of the mortgage from date of sale. All other public charges and assessments payable on an annual basis, including sanitary and/or metropolitan district charges to be adjusted for the current year to date of sale and assumed thereefter by the purchaser. Cost of all Documentary stamps and transfer taxes shall be borne by the purchaser.

Jerome S. Cardin,
William I. Weinstein,
Trustees

ALEX COOPER AUCTS., INC.
345 N. Charles Street
Baltimore, Maryland 21201
301-752-4868

RO12-30-3t-014

RECEIVED
CLERK, CIRCUIT COURT
1981 JAN 23 AM 9 32
QUEEN ANNE'S COUNTY

ORDER NISI ON SALE

JEROME S. CARDIN and WILLIAM I. WEINSTEIN, Trustees vs. BLANCHE THYE	In the Circuit Court for Queen Anne's County In Equity Cause No. 6801

ORDERED, this 23rd day of January, 19 81, that the sale of the real property, made and reported in this cause by Jerome S. Cardin and William I. Weinstein, Trustees, be ratified and confirmed, on or after the 24th day of February, 19 81, 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 February, 19 81.

The report states the amount of sales to be $ 47,500.00.

Marguerite H. Mankin Clerk

Filed January 23, 1981

Centreville, Md. Feb 10 19 81

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 3 successive weeks before the 15 day of January 19 81. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 30 day of December 19 80, and the last insertion on the 14 day of January 19 81.

Publishers, Record Observer

Per

RECEIVED
CLERK, CIRCUIT COURT
1981 FEB 26 AM 9 47
QUEEN ANNE'S COUNTY
LIBER 13 PAGE 59

Cardin & Weinstein Solicitors
6615 Reisterstown Road
Baltimore, Maryland 21215

Trustee's Sale

of

Valuable Fee-Simple Tri-Level Condominium

17 Thompson Creek Road
Queen Anne's County, Maryland

Under and by virtue of the power of sale contained in a certain Deed of Trust from Blanche Thye to Jerome S. Cardin and William I. Weinstein, Trustees, dated December 30, 1977, and recorded in the Land Records of Queen Anne's County in Liber 130, folio 475, defaults, as defined in said Deed having occurred, and at the request of the party secured thereby the undersigned Trustees, will offer for sale at public auction, on the premises, on

Monday, Jan. 19, 1981

At 2:00 O'Clock p.m.

ALL THAT LOT OF GROUND AND THE IMPROVEMENTS situate in Queen Anne's County and described as follows:

BEING known and designated as Condominium Unit No. 17, in Building 1, in Stage One Kangaroo Beach Condominium, as said unit and condominium are established pursuant to Master Deed and By-Laws of Fred Pritt Building Co., Inc., dated January 28, 1977 and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 122, folio 631, et seq. and amendments thereto, and pursuant to the plans shown by the plats described in said condominium Master Deed and By-Laws, and amendments recorded among the Land Records of aforesaid in Liber C.W.C. No. 122, folios 628, 629, 630 and in Plat Book C.W.C. No. 3, folios 25, 26, and 27 and additional plats as referred to in aforesaid amendments to Master Deed and By-Laws.

The property is in fee-simple and improved by a Tri-Level Condominium containing 3 bedrooms and 2½ baths.

The property will be sold subject to conditions, restrictions and agreements of record affecting the same, if any.

Terms of Sale: A cash deposit or certified check for $5,000 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, interest to be paid on unpaid purchase money at the rate of the mortgage from date of sale. All other public charges and assessments payable on an annual basis, including sanitary and/or metropolitan district charges to be adjusted for the current year to date of sale and assumed thereafter by the purchaser. Cost of all Documentary stamps and transfer taxes shall be borne by the purchaser.

Jerome S. Cardin,
William I. Weinstein,
Trustees

ALEX COOPER AUCTS., INC.
345 N. Charles Street
Baltimore, Maryland 21201
301-752-4868

RO12-30-3t-014

LIBER 13 PAGE 60

Centreville, Md. Feb 10 19 81

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 12 day of Feb. 19 81. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 28 day of January 19 81, and the last insertion on the 11 day of February 19 81.

Publishers, Record Observer

Per Carolyn Dye

RECEIVED
CLERK, CIRCUIT COURT
1981 FEB 26 AM 9 47
QUEEN ANNE'S COUNTY

ORDER NISI
ON SALE
Jerome S. Cardin
and
William I. Weinstein,
Trustee
vs.
Blanche Thye
In the Circuit
Court for
Queen Anne's County
In Equity
Cause No. 6201

ORDERED, this 23rd day of January, 1981, that the sale of the real property, made and reported in this cause by Jerome S. Cardin and William I. Weinstein, Trustees, be ratified and confirmed, on or after the 24th day of February, 1981, 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 February, 1981.

The report states the amount of sales to be $47,500.00.

Marguerite W. Mankin
Clerk

Filed January 23, 1981
TRUE COPY, TEST:
Marguerite W. Mankin
Clerk
By: Betty M. Comegys
Deputy Clerk

RO-1-29-3t-030

Jerome S. Cardin and William I. Weinstein, Trustees 6615 Reisterstown Road Baltimore, Maryland 21215	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	QUEEN ANNE'S COUNTY
Blanche Thye 17 Thompson Creek Road Stevensville, Maryland 21666	*	Case No. 6801 Docket MWM No. 8

* * * * *

ORDERED, this 27th day of February, 1981, by the Circuit Court for Queen Anne's County in Equity, that the sale made and reported in the above entitled cause be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi heretofore passed and published in said cause, and the Case is hereby referred to the Auditor to state an account.

Marvin H. Carter

Judge of the Circuit Court for
Queen Anne's County

RECEIVED
CLERK, CIRCUIT COURT
1981 FEB 27 PM 2:47
QUEEN ANNE'S COUNTY

JEROME S. CARDIN and WILLIAM I. WEINSTEIN, Trustees	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
vs.	IN EQUITY
BLANCHE THYE	No. 6801

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 Jerome S. Cardin and William I. Weinstein, Trustees, 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 $1,892.05.

2. That in the within account, Jerome S. Cardin and William I. Weinstein, Trustees, are charged with the proceeds of sale made by them, the adjustment for State and County taxes, and interest collected; and they are allowed thereafter their commissions for making sale; the paid and unpaid court costs; the bond premium; the several advertising costs; registered mail fees; the auctioneer's fee per Second Circuit Rules; the fee of your Auditor; and the balance was credited toward the mortgage debt.

March 9, 1981

J. Thomas Clark
J. Thomas Clark, Auditor

FILED
MAR 9 1981
CIRCUIT COURT
QUEEN ANNE'S CO.

CAUSE NO. 6801

The sale of land reported in this cause by Jerome S. Cardin and William I. Weinstein, Trustees and vendors, to sell and convey the land in this suit.

Dr.

1981 Jan. 19	By proceeds of sale of land, per report of said Trustees-----	$47,500.00
	By adjustment of taxes, per settlement sheet exhibited-------	207.36
	By interest collected, per settlement sheet exhibited--------	433.86
	By gross proceeds of sale----------	$48,141.22

Cr.

To Jerome S. Cardin and William I. Weinstein, Trustees, their commissions, per mortgage----------		$ 2,375.00
To do., for an amount paid Marguerite W. Mankin, Clerk, for advanced filing fee----------		60.00
To do., for an amount due Marguerite W. Mankin, Clerk, for additional court costs:		
1-Appearance fee----------	$10.00	
2-Clerk's additional----------	81.00	91.00
To do., for an amount paid The Harbour Group Corporation, for the bond premium, in this cause----------		196.00
To do., for an amount paid Easton Publishing Division, for advertising costs----------		168.90
To do., for an amount paid the Sunpapers, for advertising costs----------		120.83
To do., for an amount paid U. S. Postal Services, for registered mail notices----------		3.60
To do., for an amount paid Alex Cooper Auctioneers, Inc., Aucitioneers, for crying said sale, per Second Circuit Rules, the sum of----------		118.75
To J. Thomas Clark, Auditor, for auditor's fees:		
1-Stating this account---------	$45.00	
2-Notifying parites----------	15.00	60.00

March 9, 1981

J. Thomas Clark

J. Thomas Clark, Auditor

To United Federal Savings and
Loan ssociation, as partial
payment on princ pal and
interest due per statement of
mortgage debt in the sum of
$46,001.89, plus interest until 60
days after date of sale in the sum
of $837.40, the balance or the
sum of----------$44,947.24

$48,141.22 $48,141.22

March 9, 1981

J. Thomas Clark
J. ThomasClark, Auditor

JEROME S. CARDIN and
WILLIAM I. WEINSTEIN, Trustees

vs.

BLANCHE THYE

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 6801

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on March 9, 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:

Jerome S. Cardin and
William I. Weinstein
6615 Reisterstown Road, Suite 301
Baltimore, MD 21215

Blanche Thye
17 Thompson Creek Road
Stevensville, MD 21666

United Federal Savings and Loan Association
6609 Reisterstown Road
Baltimore, MD 21215

Pursuant to Rule 595g, Maryland Rules of Procedure, I notified each of them that said account was filed on March 9, 1981, with the Clerk of the Circuit Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before March 24, 1981, and if not exceptions are filed within such fifteen day period, the account may thereupon be ratified on March 26, 1981.

March 9, 1981

J. Thomas Clark, Auditor

FILED
MAR 9 1981
CIRCUIT COURT
QUEEN ANNE'S CO.

JEROME S. CARDIN and WILLIAM I. WEINSTEIN, Trustees	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6801
BLANCHE THYE	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 9th day of March, 19 81, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 26th day of March, 19 81, unless cause to the contrary thereof be previously shown; provided notice is given in manner provided by Maryland Rule 595 g to persons entitled thereto.

Marguerite H. Markin Clerk

Filed March 9, 1981

FINANCE AMERICA CORPORATION 44 WEST STREET ANNAPOLIS, MARYLAND 21401	* *	IN THE CIRCUIT COURT
Plaintiff	*	OF
VS.	*	QUEEN ANNE'S COUNTY
BLANCHE M. THYE 17 THOMPSON CREEK ROAD STEVENSVILLE, MARYLAND Defendant	* *	EQUITY NO. 6801

* * * * * * * * *

PETITION FOR ALLOWANCE OF MORTGAGE CLAIM

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of FINANCE AMERICA CORPORATION, by Millard D. Bloom and Sibrea & Bloom, its attorneys, and respectfully represents unto Your Honor:

1. That your Petitioner is the holder of a mortgage to Blanche M. Thye, the defendant in these proceedings, dated December 15th, 1978 in the amount of $4,961.91, a copy of which is attached hereto and prayed to be made a part hereof, and marked as Petitioner's Exhibit A on real estate known as 17 Thompson Creek Road, and which as recorded in the Land Records of Queen Anne's County in Liber 3157, folio 858.

2. That the said property has a prior mortgage, with First National Bank with a payoff of $46,700.00.

3. That First National Bank foreclosed on its first mortgage on January 19th, 1981 at public auction, at which time the real estate was sold for $47,500.00, and after payment of all expenses, court costs and commissions, there will be a surplus for distribution sufficient to reimburse the plaintiff for the balance of the unpaid mortgage.

WHEREFORE, your Petitioner prays that an Order be passed by this Honorable Court, allowing its claim, subject to its legal priority and subject to your provision.

RECEIVED
CLERK. CIRCUIT COURT
1981 MAR 10 AM 9:24
QUEEN ANNE'S COUNTY

FINANCE AMERICA CORPORATION

BY: GARY BASS, MANAGER

MILLARD D. BLOOM
309 INVESTMENT BUILDING
TOWSON, MARYLAND 21204
828-0010
ATTORNEY FOR PLAINTIFF

SIBREA & BLOOM

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 9 day of March, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, aforesaid, personally appeared GARY BASS, Manager of FINANCE AMERICA CORPORATION, and he made oath on personal knowledge and in due form of law that the matters and facts contained in the aforegoing Petition for Allowance of Mortgage Claim are true and correct as therein stated, to the best of his information, knowledge and belief.

AS WITNESS, my hand and Notarial Seal.

NOTARY PUBLIC

I HEREBY CERTIFY, that on this 11 day of March, 1981, a copy of the aforegoing Petition for Allowance of Mortgage Claim was mailed to William Weinstein and Jerome Cardin, Trustees, 6616 Reisterstown Road, Baltimore, Maryland, 21215.

MILLARD D. BLOOM

FINANCE AMERICA CORPORATION 44 WEST STREET ANNAPOLIS, MARYLAND 21401	*	IN THE CIRCUIT COURT
Plaintiff	*	OF
VS.	*	QUEEN ANNE'S COUNTY
BLANCHE M. THYE 17 THOMPSON CREEK ROAD STEVENSVILLE, MARYLAND Defendant	* * *	EQUITY NO. 6801

* * * * * * * * *

ORDER

UPON the aforegoing Petition and Affidavit, it is this _____day of_____, 1981, by the Circuit Court of Queen Anne's County,

ORDERED, that the said auditor shall allow the claim of FINANCE AMERICA CORPORATION, as set forth by the within Petition subject to its legal priority and subject to the usual exceptions.

_____
JUDGE

LIBER 13 PAGE 70

	*	IN THE CIRCUIT COURT
JEROME S. CARDIN and WILLIAM I. WEINSTEIN, Trustees	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6801
	*	
BLANCHE THYE	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 27th day of March, 19 81, by the Court that the account of the Auditor is finally ratified and confirmed, and Jerome S. Cardin & William I. Weinstein, ~~xxxxxxxx~~/Trustees are ~~xxx~~ 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 27, 1981

RONALD M. NADITCH, Substitute Trustee, Plaintiff vs. WILLIAM A. COOPER and DANICE V. COOPER, His Wife Defendants	* IN THE CIRCUIT COURT * FOR * QUEEN ANNE'S COUNTY * * Docket _____, Folio _____ Case No. 6767 * Filed _____ *

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

ORDER TO DOCKET SUIT, ETC.

OCT 22-80 A 326311 *****60.00

Queen Anne's County, Clerk:

Please docket suit as above entitled and filed therein the original Deed of Trust Note and Deed of trust from the above-named Defendants to Ira Wagonheim, Trustee, dated October 3, 1979, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber 156, Folio 556, the holder of the indebtedness secured thereby, Evans Products Company, having substituted the above-named Plaintiff as Substitute Trustee by instrument duly executed, acknowledged and recorded among the Land Records aforesaid, pursuant to the terms of said Deed of Trust.

Please also docket the Statement of Debt Due Under Deed of Trust Note, Military Affidavit and Removal of Trustees and Appointment of Substitute Trustee.

RONALD M. NADITCH,
Substitute Trustee
49 Cornhill Street
P. O. Box 749
Annapolis, Maryland 21404
268-3434

LAW OFFICES RONALD M. NADITCH 49 CORNHILL STREET, ANNAPOLIS, MD. 21404

CLERK
1980 OCT 22 AM 9:26
QUEEN ANNE'S COUNTY

LIBER 13 PAGE 72

RONALD M. NADITCH,
SUBSTITUTE TRUSTEE

vs.

WILLIAM A. COOPER and
DANICE V. COOPER

IN THE

CIRCUIT COURT

—OF—

~~XBALTIMORE CITY~~

QUEEN ANNE'S COUNTY

6767

STATEMENT OF MORTGAGE DEBT

~~As of October~~ 1, 1980

Principal amount due	$24,293.00
PLUS	
Interest due on amount owed through the date on which this Court ratifies the Auditor's Report (per diem rate $6.24)	
Deliquent Payments	1,498.70
Late Charges	29.96
TOTAL DEBT CLAIMED (as of 10/1/80)	$25,821.66

X John Pedrick

STATE OF ~~MARYLAND~~ PENNSYLVANIA, ~~QUEEN ANNE'S COUNTY~~ MONTGOMERY COUNTY, Sct.

I HEREBY CERTIFY, That on this 13th day of October in the year nineteen hundred and eighty, before me, a Notary Public of the State of ~~MARYLAND~~ Pennsylvania in and for said ~~QUEEN ANNE'S COUNTY~~ Montgomery County, personally appeared John Pedrick

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,

Linda K. Ruhl, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires Mar 5, 1984
Member, Pennsylvania Association of Notaries

Linda K. Ruhl
Notary Public

DOCUMENT NO. 100113

LIBER 156 PAGE 556

DEED OF TRUST

THIS DEED OF TRUST is made this 3rd day of October, 1979, among the Grantor, WILLIAM A. COOPER and DANICE V. COOPER, his wife (herein "Borrower"), IRA J. WAGONHEIM (herein "Trustee"), and the Beneficiary, EVANS PRODUCTS COMPANY, a corporation organized and existing under the laws of Delaware, whose address is 501 Office Center Drive, Fort Washington, Pennsylvania 19034 (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Queen Anne's, State of Maryland:

ALL that lot or parcel of land situate, lying and being in the Seventh Election District of Queen Anne's County, Maryland, located in Ewingtown or Uniontown, being more particularly described by mets and bounds and courses and distances in accordance with a survey by J.R.McCrone, Jr., Inc., Engineers and Land Surveyors, dated June 21, 1973, a plat of which is filed immediately hereafter, to wit:

BEGINNING for the same at an iron pipe set at the Northwesternmost corner of the lands of Samuel Gibbs (See T.S.P. 62/310), the Easternmost right-of-way line of Leverge Road and the Southwesternmost corner of the herein described lands;

Thence, leaving said beginning point so fixed, and binding on the aforementioned Easternmost right-of-way line of Leverge Road due North 148.50 feet to an iron pipe set;

Thence, leaving said Leverge Road and binding on the division line between other lands of Joseph Green (see A.S.G. Jr., 3/271), and the herein described lands, South 89 degrees 00 minutes 00 seconds East 293.70 feet to an iron pipe set in the Westerly outline of the lands of Allen Grimes (see T.S.P. 60/290);

Thence, leaving said pipe and binding on the aforesaid Westerly outline of the Grimes lands and other lands of Joseph Green (see W.H.C. 5A/53), due South 148.50 feet to an iron pipe set;

Thence, leaving said pipe and still binding on the division line between other lands of Joseph Green and the herein aforementioned lands of Samuel Gibbs and the herein described lands, North 89 degrees 00 minutes 00 seconds West 293.70 feet to the place of beginning. Containing in all 1.00 acres of land, more or less.

BEING the same lot of ground and premises which by Deed dated evenly herewith and recorded or intended to be recorded immediately prior hereto, was granted and conveyed by Evans Products Company unto the Grantors herein.

which has the address of Leverge Road [Street], Ewingtown [City], Maryland [State and Zip Code] (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 ..... (herein "Note"), in the principal sum of Twenty-four Thousand, Four Hundred Fifty Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 2002; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform coveaants 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 aad 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 specifylag: (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 noa-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 .**. % 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 aad effect as if no acceleration had occurred.

**as allowed by court.

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.

CLERK, CIRCUIT COURT
1979 OCT 29 PM 3:46
QUEEN ANNE'S COUNTY

OCT 29-79 * 25040 *****16.00
OCT 29-79 A 25040 *****16.00

William A. Cooper (Seal)
WILLIAM A. COOPER —Borrower

Danice V. Cooper (Seal)
DANICE V. COOPER —Borrower

STATE OF MARYLAND, Queen Anne's County ss:

I Hereby Certify, That on this 3rd day of October, 1979, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Queen Anne's, personally appeared William A. Cooper and Danice V. Cooper, his wife, known to me or satisfactorily proven to be the person(s) whose name(s) are subscribed to the within instrument and acknowledge that they executed the same for the purposes therein contained.

AS WITNESS: my hand and notarial seal.

My Commission expires: July 1, 1982 H. Elizabeth Sunis
Notary Public

STATE OF Maryland, Anne Arundel County County ss:

I Hereby Certify, That on this third day of October, 1979., before me, the subscriber, a Notary Public of the State of Maryland and for the County aforesaid, personally appeared Robert E. Wall, 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 Elizabeth T. Beigel
Notary Public

ELIZABETH T. BEIGEL NOTARY PUBLIC ANNE ARUNDEL CO.

(Space Below This Line Reserved For Lender and Recorder)

NOTE

US $ 24,450.00 ..... Chestertown, Maryland
City

October 3, 1979

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay Evans Products Company, or order, the principal sum of Twenty-four Thousand Four Hundred Fifty Dollars, with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of 9.25 percent per annum. Principal and interest shall be payable at 501 Office Center Drive, Fort Washington, Pennsylvania 19034, or such other place as the Note holder may designate, in consecutive monthly installments of Two Hundred Fourteen and 10/100 Dollars (US $ 214.10), on the first day of each month beginning October 1, 19 79. 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, 2002.

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 on the date and 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 Two (2%) percent of any monthly installment not received by the Note holder within ten (10) 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 October 3, 1979 and reference is made to the Deed of Trust for rights as to acceleration of the indebtedness evidenced by this Note.

Robert E Wall ..... William A. Cooper (Seal)
WILLIAM A. COOPER

Robert E Wall ..... Danice V. Cooper (Seal)
DANICE V. COOPER

Leverge Road, Ewington, Maryland ..... (Seal)
Property Address *(Execute Original Only)*

MARYLAND –1 to 4 Family – 6/75 –FNMA/FHLMC UNIFORM INSTRUMENT

7/76

LIBER 13 PAGE 77

LIBER 13 PAGE 78

Military Affidavit under Soldiers' and Sailors' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

RONALD M. NADITCH,
SUBSTITUTE TRUSTEE

vs.

WILLIAM A. COOPER and

DANICE V. COOPER, His Wife

IN THE

CIRCUIT COURT

OF

~~XXXXXXXXXXXXXX~~

QUEEN ANNE'S COUNTY

Docket 6767 Folio

Military Affidavit

STATE OF PENNSYLVANIA, MONTGOMERY COUNTY, ~~XXXXXXXXXXXXXXXXXXXXXXXX~~ TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said County ~~XXXX~~ personally appeared John Pedrick

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 defendants ~~is~~ not in the military service of the United States,

(2) said defendants ~~is~~ not in the military service of any nation allied with the United States,

(3) said defendants ~~has~~ are 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.

X [signature]
Affiant.

Subscribed and sworn to before me

this 13th day of October 19 80

[signature]
Notary Public
Linda K. Rubl, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires Mar 5, 1984
Member, Pennsylvania Association of Notaries

DOCUMENT NO: 103,632

OCT 22-80 A 26312 ********** 00

THIS DEED OF APPOINTMENT made and entered into on the 13th day of October, 1980, by and between Evans Products Company and RONALD M. NADITCH.

WHEREAS, by Deed of trust dated October 3, 1979, a property located in Queen Anne's County, Maryland, was conveyed by William A. Cooper and Danice V. Cooper, his wife, to Ira J. Wagonheim, Trustee for Evans Products Company. That property is more particularly described as follows:

> ALL that lot or parcel of land situate, lying and being in the Seventh Election District of Queen Anne's County, Maryland, located in Ewington or Uniontown, being more particularly described by metes and bounds and courses and distances in accordance with a survey by J. R. McCrone,, Jr., Inc., Engineers and Land Surveyors, dated June 21, 1973, a plat of which is filed immediately hereafter, to wit:
>
> BEGINNING for the same at an iron pipe set at the Northwesternmost corner of the lands of Samuel Gibbs (See T.S.P. 62/310), the Easternmost right-of-way line of Leverge Road and the Southwesternmost corner of the herein described land;
>
> Thence, leaving said beginning point so fixed, and binding on the aforementioned Easternmost right-of-way line of Leverge Road due North 148.50 feet to an iron pipe set;
>
> Thence, leaving said Leverge Road and binding on the division line between other lands of Joseph Green (see A.S.G. Jr., 3/271), and the herein described lands, South 89 degrees 00 minutes 00 seconds East 293.70 feet to an iron pipe set in the Westerly outline of the lands of Allen Grimes (see T.S.P. 60/290);
>
> Thence, leaving said pipe and binding on the aforesaid Westerly outline of the Grimes lands and other lands of Joseph Green (see W.H.C. 5A/53), due South 148.50 feet to an iron pipe set;
>
> Thence, leaving said pipe and still binding on the division line between other lands of Joseph Green and the herein aforementioned lands of Samuel Gibbs and the herein described lands, North 89 degrees 00 minutes 00 seconds West 293.70 feet to the place of beginning. Containing in all 1.00 acres of land, more or less.
>
> BEING the same lot of ground and premises which by Deed dated evenly herewith and recorded or intended to be recorded immediately prior hereto, was granted and conveyed by Evans Products Company unto the Grantors herein.

LAW OFFICES RONALD M. NADITCH 49 CORNHILL STREET, ANNAPOLIS, MD. 21404

CLERK
1980 OCT 22 AM 9:26
QUEEN ANNE'S COUNTY

WHEREAS, the said Deed of Trust was recorded among the Land Records of Queen Anne's County in Liber 156, Folio 556;

WHEREAS, the said Deed of Trust was executed to secure a debt to Evans Products Company, therein referred to as

"Beneficiary", in the amount of Twenty-Four Thousand Four Hundred Dollars ($24,400.00).

WHEREAS, the Beneficiary named in the Deed of Trust was given the irrevocable power, by Paragraph Twenty Three, to appoint a substitute Trustee;

WHEREAS, the Beneficiary hereiby exercises its power and appoints RONALD M. NADITCH as its attorney and Substitute Trustee for the purpose of foreclosing on the property described herein and in the aforementioned Deed of Trust.

Witness: _____ For: EVANS PRODUCTS COMPANY

STATE OF PENNSYLVANIA, MONTGOMERY COUNTY, to wit:

I HEREBY CERTIFY that on the 13th day of October, 1980, before me, a Notary Public in and for the State and County aforesaid, personally appeared John Pedrick, who made oath in due form of law as follows:

1. That he is the Controller of Evans Products Company;

2. That, as the Controller of said corporation, he is an authorized agent to make this affidavit;

3. That the matters and facts set forth in this Deed of Appointment are true and correct to the best of his knowledge, information and belief.

As witness my hand and Notarial Seal.

Linda K. Ruhl
Notary Public

Linda K. Ruhl, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires Mar 5, 1984
Member, Pennsylvania Association of Notaries

My Commission Expires: 3/5/84

LAW OFFICES RONALD M. NADITCH 49 CORNHILL STREET, ANNAPOLIS, MD. 21404

LIBER 3 PAGE 66

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE, MD. 21203

Equity 6767

KNOW ALL MEN BY THESE PRESENTS:

That we, RONALD M. NADITCH 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-SIX THOUSAND ($26,000.00) ---------- Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 20th day of January in the year of our Lord one thousand nine hundred and Eighty-One

WHEREAS, the above bounden Ronald M. Naditch by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Anne's County has been appointed Trustee to sell the real estate

mentioned in the proceedings in the case of Ronald M. Naditch, Substitute Trustee

vs.

William A. Cooper and Danice V. Cooper

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Ronald M. Naditch

do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

RECEIVED
CLERK, CIRCUIT COURT
1981 JAN 22 PM 12: 53
QUEEN ANNE'S COUNTY

Ronald M. Naditch (SEAL)

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Pat Bushnell As to Surety

By John H. Hopkins, IV Attorney-in-Fact

FIDELITY AND DEPOSIT COMPANY OF MARYLAND INCORPORATED 1890

J3116—1M, 5-78 205620
Trustee's Bond
Formerly MD3116a

CLERK APPROVED AND BOND FILED ON Jan 22, 1981

LIBER 13 PAGE 81

LIBER 13 PAGE 82

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR. , Vice-President, and C. W. ROBBINS , Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint John H. Hopkins, IV and Ardis D. King, both of Annapolis, Maryland, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of TWO HUNDRED THOUSAND DOLLARS ($200,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of John H. Hopkins, IV, dated, June 2, 1976.

The said Assistant Secretary does hereby certify that the aforegoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 18th day of December, A.D. 19 78

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST: SEAL

C W Robbins — Assistant Secretary

By C M Pecot, Jr. — Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE } ss:

On this 18th day of December, A.D. 19 78, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

MELINDA T. HAUS NOTARY PUBLIC BALTIMORE CITY, MD.

Melinda T. Haus
Notary Public Commission Expires July 1, 1982

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 20th day of January, 1981

Assistant Secretary

L1419Ctf.—1M, 6-80 210997

RONALD M. NADITCH, Substitute Trustee	*	NO. 6767 EQUITY
Plaintiff	*	IN THE CIRCUIT COURT
vs.	*	FOR
WILLIAM A. COOPER and DANICE V. COOPER, his wife	*	QUEEN ANNE'S COUNTY
Defendants	*	
	*	

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

RECEIVED
CLERK, CIRCUIT COURT
1981 FEB -5 AM 9 26
QUEEN ANNE'S COUNTY

LAW OFFICES RONALD M. NADITCH, P.A., 49 CORNHILL STREET, ANNAPOLIS, MD. 21404

REPORT OF SALE

Ronald M. Naditch, having been duly substituted as trustee under and by virtue of the authority contained in a certain Deed of Trust from William A. Cooper and Danice V. Cooper, his wife, to Ira Wagonheim, dated October 3, 1978, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber 156, folio 556, respectfully report unto Your Honor as follows:

That after default had occurred under the terms of said Deed of Trust, and at the request of the party secured thereby, and after having given bond and security for the faithful performance of their trust as required by law, and after having given due notice of the time, place, manner and terms of sale by advertisement inserted in the Queen Anne Record Observer, a newspaper published in Queen Anne's County, Maryland, once a week for at least three successive weeks before the day of sale, as will more fully appear by the Printer's certificate to be filed herein, the said Substitute Trustee did attend the sale at the premises on January 22, 1981, at the hour of two o'clock p.m., and then and there did proceed to offer for sale the following property covered by said Deed of Trust:

> BEGINNING for the same at an iron pipe set at the Northwesternmost corner of the lands of Samuel Gibbs (See T.S.P. 62/310), the Easternmost right-of-way line of Leverge Road and the Southwesternmost corner of the herein described lands;
>
> Thence, leaving said beginning point so fixed, and binding on the aforementioned Easternmost right-of-way line of Leverge Road due North 148.50 to an iron pipe set;
>
> Thence, leaving said Leverge Road and binding on the division line between other lands of Joseph Green (See A.S.G., Jr., 3/271), and the herein described lands, South 89 degrees 00 minutes 00 seconds East 293.70 feet to an iron pipe set in the Westerly outline of the lands of Allen Grimes (see T.S.P. 60/290);

Thence, leaving said pipe and binding on the aforesaid Westerly outline of the Grimes lands and other lands of Joseph Green (see W.H.C. 5A/53), due South 148.50 feet to an iron pipe set;

Thence, leaving said pipe and still binding on the division line between other lands of Joseph Green and the herein aforementioned lands of Samuel Gibbs and the herein described lands, North 89 degrees 00 minutes 00 seconds West 293.70 feet to the place of beginning. Containing in all 1.00 acres of land, more or less.

And your Substitute Trustee sold said property unto Evans Financial Corporation, Purchasers, at and for the sum of Thirteen Thousand Dollars ($13,000.00), the said Purchasers being, at that price, the highest bidders therefor.

AND, as in duty bound, etc.

_____(SEAL)
Ronald M. Naditch,
Substitute Trustee
49 Cornhill Street
P. O. Box 749
Annapolis, Maryland 21404
268-3434

STATE OF MARYLAND, ANNEARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 2nd day of February, 1981, before me, the Subscriber, a Notary Public of the State of Maryland, personally appeared Ronald M. Naditch, Substitute Trustee, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Jean W. Owens
Notary Public

JEAN W. OWENS NOTARY PUBLIC ANNEARUNDEL CO., MD.

My Commission Expires: 7/1/82

LAW OFFICES RONALD M. NADITCH, P.A., 49 CORNHILL STREET, ANNAPOLIS, MD. 21404

Centreville, Md. Jan. 29 19 81

We Hereby Certify

That the annexed advertisement of SUBSTITUTED TRUSTEES 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 22 day of Jan. 19 81.

And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 7 day of January 19 81, and the last insertion on the 21 day of January 19 81.

Publishers, Record Observer

Per Carolyn Dyer

RONALD M. NADITCH, P.A.
RONALD M. NADITCH
49 Cornhill Street
Annapolis, Maryland 21401

Substituted Trustee's Sale

Of Valuable Fee Simple Property

Under and by virtue of the power of sale contained in a certain Deed of Trust from William A. Cooper and Danice V. Cooper, his wife, to Ira J. Wagonheim, Trustee, dated October 3, 1979, and recorded among the Land Records of Queen Anne's County in Liber 156, Folio 556, and Deed of Appointment dated October 13, 1980 and recorded in Liber MWM168, Folio 653, substituting Ronald M. Naditch as the trustee under the Deed of Trust aforesaid, and default having occurred under the terms thereof, the undersigned Substituted Trustee will offer for sale at public auction at the Queen Anne's County Courthouse in Centreville, Maryland on

January 22, 1981
at 2:00 P.M.

All that lot of ground and the improvements thereon stituate in Queen Anne's County, State of Maryland, and described as follows:

BEGINNING for the same an iron pipe set at the Northwesternmost corner of the lands of Samuel Gibbs (See T.S.P. 62/310), the Easternmost right-of-way line of Leverge Road and the Southwesternmost corner of the herein described lands;

Thence, leaving said beginning point so fixed, and binding on the aforementioned Easternmost right-of-way line of Leverge Road due North 148.50 to an iron pipe set;

Thence, leaving said Leverge Road and binding on the division line betwen other lands of Joseph Green (See A.S.G., Jr., 3/271), and the herein described lands, South 89 degrees 00 minutes 00 seconds East 293.70 feet to an iron pipe set in the westerly outline of the lands of Allen Grimes (See T.S.P. 60/290);

Thence, leaving said pipe and binding on the aforesaid Westerly outline of the Grimes lands and other lands of oseph Green (see W.H.C. 5A/53), due South 148.50 feet to an iron pipe set;

Thence, leaving said pipe and still binding on the division line between other lands of Joseph Green and the herein aforementioned lands of Samuel Gibbs and the herein described lands, North 89 degrees 00 minutes 00 seconds West 293.70 feet to the place of beginning. Containing in all 1.00 acres of land, more or less.

BEING the same lot of ground and premises which by Deed dated evenly herewith and recorded or intended to be recorded immediately prior hereto, was granted and conveyed by Evans Products Company unto the Grantors herein.

The improvements thereon consist of a one story rancher with 1,268 feet of living space, three bedrooms, two modern baths, with a combined modern kitchen-dining area.

The property will be sold in "As Is" condition, subject to any existing building violations, and also subject to conditions, restrictions and agreements of records, if any, affecting the same.

TERMS OF SALE: Cash or a certified check in the amount of $2,600.00, or 10% of the purchase price, whichever is greater, will be required of the purchaser at the time and place of sale, balance in cash, upon final ratification of the sale by the Circuit Court for Queen Anne's County and to bear interest at 10% per annum from the date of sale to the date of settlement. Taxes, water rent, if any, to be adjustd to date of sale. All other public charges and assessments to be adjusted for the current year and to be assumed thereafter by the purchaser. Cost of all documentary stamps and transfer taxes shall be borne by the purchaser.

RONALD M. NADITCH,
SUBSTITUTED TRUSTEE
49 Cornhill Street
P.O. Box 749
Annapolis, Maryland 21404
268-3434
269-0077

RO-1-7-3t-05

AUCTIONEER'S AFFIDAVIT

I HEREBY CERTIFY that at the request of the Trustee appointed in the captioned proceedings I offered the property described in the annexed advertisement of sale at public auction at the Queen Anne's County Court House on January 22, 1981, at two o'clock and sold same to Evans Financial Corp. at and for the sum of Thirteen Thousand Dollars ($13,000.00), said buyer being at that price the highest bidder therefor, and that I have not paid and will not pay, directly or indirectly, any sum or consideration for employing me or for aiding to employ me to make such sale.

SUBSCRIBED AND SWORN TO

CYNTHIA L. DAVIS NOTARY PUBLIC QUEEN ANNE'S CO., MD.

Dated: Jan. 30, 1981

By: Joe Jackson, Jr.
Auctioneer

Cynthia L. Davis
Notary Public

My commission expires July 1, 1982.

RECEIVED
CLERK, CIRCUIT COURT
1981 FEB -5 AM 9 26
QUEEN ANNE'S COUNTY

RONALD M. NADITCH, Substitute Trustee	*	NO. 6767 EQUITY
Plaintiff	*	IN THE CIRCUIT COURT
vs.	*	FOR
WILLIAM A. COOPER and DANICE V. COOPER, his wife	*	QUEEN ANNE'S COUNTY
Defendants	*	

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

RECEIVED
CLERK, CIRCUIT COURT
1981 FEB -5 AM 9 26
QUEEN ANNE'S COUNTY

AFFIDAVIT BY PURCHASER

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State in and for said County, personally appeared Ronald M. Naditch of 49 Cornhill Street, Annapolis, Maryland, and made oath in due form of law that he attended the public sale held herein of the property which was the subject of these proceedings, which sale was held on January 22, 1981, pursuant to the terms of the Deed of Trust, and that to the best of his knowledge, information and belief

(1) by bid made by him the property was bought by him as agent for Evans Financial Corp.

(2) that no others were interested in said sale as principals, other than Evans Financial Corp.

(3) That he did not directly or indirectly discourage anyone from bidding on said property.

Ronald M. Naditch

JEAN W. OWENS NOTARY PUBLIC ANNE ARUNDEL CO., MD.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 2nd day of Feb., 1981, before me, a Notary Public in and for the State and County aforesaid, personally appeared Ronald M. Trustee, who made oath

LAW OFFICES RONALD M. NADITCH, P.A., 49 CORNHILL STREET, ANNAPOLIS, MD. 21404

in due form of law that the matters and facts contained in the foregoing Affidavit by Purchaser are true and correct to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

JEAN W. OWENS NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Jean W. Owens
Notary Public

My Commission Expires: 7/1/82

LAW OFFICES RONALD M. NADITCH, P.A., 49 CORNHILL STREET, ANNAPOLIS, MD. 21404

RONALD M. NADITCH,
Substitute Trustee

Plaintiff

vs.

WILLIAM A. COOPER and

DANICE V. COOPER, his wife

* NO. 6767 EQUITY
* IN THE CIRCUIT COURT
* FOR
* QUEEN ANNE'S COUNTY
*
*
*

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

RECEIVED
CLERK, CIRCUIT COURT
1981 FEB -5 AM 9 26
QUEEN ANNE'S COUNTY

AFFIDAVIT UNDER MARYLAND RULE W74 a 2 (c)

STATE OF MARYLAND,
ss
COUNTY OF ANNE ARUNDEL

I HEREBY CERTIFY that on this 2nd day of February, 1981, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Ronald M. Naditch, Substituted Trustee in the above-entitled case who, by virtue of the Deed of Trust filed in these proceedings was empowered to sell the mortgaged property in the proceedings in such case, and made oath in due form of law that on January 7, 1981, he caused to be mailed by certified and regular mail to the mortgagors at mortgagors' last known address a notice of the time, place, and terms of sale of the mortgaged property by letter dated January 7, 1981, a copy of which letter is attached hereto. A receipt signed by one of the mortgagors indicates that the letter was received by the mortgagors.

Jean W. Owens
Notary Public

JEAN W. OWENS
NOTARY
PUBLIC
ANNE ARUNDEL CO., MD.

My Commission Expires: 7/1/82

LAW OFFICES RONALD M. NADITCH, P.A., 49 CORNHILL STREET, ANNAPOLIS, MD. 21404

LIBER 13 PAGE 90

LAW OFFICES
RONALD M. NADITCH, P.A.

40 CORNHILL STREET
POST OFFICE BOX 740
ANNAPOLIS, MARYLAND 21404

268-0454
269-0077

January 7, 1981

Mr. William Cooper
Route Box 586
Chestertown, Maryland 21628

Mrs. Danice Cooper
Route Box 586
Chestertown, Maryland 21628

P31
CERTIFIED MAIL NO. 9761066
RETURN RECEIPT REQUESTED
DELIVER TO ADDRESSEE ONLY

Dear Mrs. Cooper:

Re: My File No. 2809 - Naditch vs. Cooper
Mortgage Loan from Evans Products Co.

Pursuant to Maryland Rule W74 a 2 (c), we are hereby notifying you that the foreclosure sale of the above-captioned property will take place at public auction to be held at the Queen Anne's County Courthouse on Janury 22, 1981 at 2:00 p.m. and will be sold then and there to the highest bidder(s). A deposit of $ 2,600.00payable in cash or by certified or cashier's check drawn on a Maryland bank, will be required from the purchaser(s).

Enclosed is a copy of an advertisement which will appear in The Queen Anne Record Observer, a newspaper published in and for Queen Anne's County, setting forth the particulars of the sale.

It is obviously, in your best interest to have your property sold at the highest possible price. To achieve this goal, it is recommended that your property, including the interior, be open for inspection by prospective bidders on the day of the auction and that itbe displayed in the in the best possible condition.

A copy of this letter is being sent to you by regular mail.

Very truly yours,
RONALD M. NADITCH P. A.

RONALD M. NADITCH

RMN/jo
cc: Alan Hadway
Enclosure (Ad)

LAW OFFICES
RONALD M. NADITCH, P.A.

40 CORNHILL STREET
POST OFFICE BOX 749
ANNAPOLIS, MARYLAND 21404

268-3434
269-0077

January 7, 1981

Mr. William Cooper
Route Box 586
Chestertown, Maryland 21628

Mrs. Danice Cooper
Route Box 586
Chestertown, Maryland 21628

P31
CERTIFIED MAIL NO. 9761065
RETURN RECEIPT REQUESTED
DELIVER TO ADDRESSEE ONLY

Re: My File No. 2809 - Naditch vs. Cooper
Mortgage Loan from Evans Products Co.

Dear Mr. Cooper:

Pursuant to Maryland Rule W74 a 2 (c), we are hereby notifying you that the foreclosure sale of the above-captioned property will take place at public auction to be held at the Queen Anne's County Courthouse on January 22, 1981 at 2:00 p.m. and will be sold then and there to the highest bidder(s). A deposit of $2,600.00 payable in cash or by certified or cashier's check drawn on a Maryland bank, will be required from the purchaser(s).

Enclosed is a copy of an advertisement which will appear in The Queen Anne Record Observer, a newspaper published in and for Queen Anne's County, setting forth the particulars of the sale.

It is obviously, in your best interest to have your property sold at the highest possible price. To achieve this goal, it is recommended that your property, including the interior, be open for inspection by prospective bidders on the day of the auction and that it be displayed in the best possible condition.

A copy of this letter is being sent to you by regular mail.

Very truly yours,
RONALD M. NADITCH P. A.

RONALD M. NADITCH

RMN/jo
cc: Alan Madway
Enclosure (Ad)

DEC 13 PAGE 92

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. $ ____

DELIVER TO ADDRESSEE ONLY
(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Mr. William Cooper
Route Box 586
Chestertown, Md. 21628

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	P319761065	

(Always obtain signature of addressee or agent)

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

4. DATE OF DELIVERY 1/10/80 POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

Form 3811, Jan. 1979

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

☆GPO : 1979-280-848

ORDER NISI ON SALE

RONALD M. NADITCH, Substitute Trustee vs. WILLIAM A. COOPER and DANICE V. COOPER, his wife	In the Circuit Court for Queen Anne's County In Equity Cause No. 6767

ORDERED, this 5th day of February, 1981, that the sale of the real property, made and reported in this cause by Ronald M. Naditch, Substitute Trustee, be ratified and confirmed, on or after the 9th day of March, 1981, 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 March, 1981.

The report states the amount of sales to be $ 13,000.00.

Marguerite H. Mackin Clerk

Filed February 5, 1981

LIBER 13 PAGE 93

LIBER 13 PAGE 94

ORDER NISI ON SALE

RONALD M. NADITCH, Substitute Trustee vs. WILLIAM A. COOPER and DANICE V. COOPER, his wife	In the Circuit Court for Queen Anne's County In Equity Cause No. 6767

ORDERED, this 17th day of February, 19 81, that the sale of the real property, made and reported in this cause by Ronald M. Naditch, Substitute Trustee, be ratified and confirmed, on or after the 23rd day of March, 19 81, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 16th day of March, 19 81.

The report states the amount of sales to be $ 13,000.00.

Marguerite H. Mankin Clerk

Filed February 17th, 1981

Centreville, Md. 4-7 19 81

We Hereby Certify

That the annexed advertisement of

Order of 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 12th day of March 19 81

And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 25th day of February 19 81, and the last insertion on the 11th day of March 19 81.

Publishers, Record Observer

Per Marjorie Sueman

ORDER NISI
ON SALE
RONALD M. NADITCH,
Substitute Trustee
vs.
WILLIAM A. COOPER
and
DANICE V. COOPER,
his wife
In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 6767

ORDERED, this 17th day of February, 1981, that the sale of the real property, made and reported in this cause by Ronald M. Naditch, substitute Trustee, be ratified and confirmed, on or after the 23rd day of March, 1981, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 16th day of March, 1981.

The report states the amount of sales to $13,000.00.

Marguerite W. Mankin
Clerk
Betty M. Comegys
Deputy Clerk
Filed February 17th, 1981
RO-2-25-3t-023

RECEIVED
CLERK, CIRCUIT COURT
1981 APR -9 AM 9:07
QUEEN ANNE'S COUNTY

RONALD M. NADITCH * NO. 6767 EQUITY

vs. * IN THE CIRCUIT COURT

WILLIAM A. COOPER and DANICE V. COOPER * FOR

* QUEEN ANNE"S COUNTY

* *

FINAL ORDER OF RATIFICATION

ORDERED by the Circuit Court for Queen Anne's County, Maryland, sitting in Equity, this 14th day of April, 1981, that the sale made and reported by Ronald M. Naditch, Substituted Trustee, for thepurpose of collection and foreclosure of the mortgage in the above-entitled proceedings, be, and the same is hereby, finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as required by the Order Nisi passed in this cause; and the said Ronald M. Naditch is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Court Auditor.

Clayton C. Carter

Judge of the Circuit Court for Queen Anne's County, Maryland, Sitting in Equity

RECEIVED
CLERK, CIRCUIT COURT
1981 APR 14 AM 10:39
QUEEN ANNE'S COUNTY

LAW OFFICES RONALD M. NADITCH, P.A., 49 CORNHILL STREET, ANNAPOLIS, MD. 21404

RONALD M. NADITCH,
Substitute Trustee

vs.

WILLIAM A. COOPER, et ux.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY No. 6767

TO THE HONORABLE, THE JUDGES OF SAID COURT:

1. This account is stated at the request of Ronald M. Naditch, Substitute Trustee 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 $14,996.67.

2. In the within account, Ronald M. Naditch, Substitute Trustee and vendor, is charged with the proceeds of sale made by him, and he is allowed thereafter his commissions for making said sale, the several court costs paid and due, the bond premium, the several advertising costs, the Auctioneer's fee, the fee and expenses of your auditor, and the balance was credited toward the principal and interest indebtedness.

May 1, 1981

J. Thomas Clark

J. Thomas Clark, Auditor

FILED
MAY 1 1981
CIRCUIT COURT
QUEEN ANNE'S CO.

CAUSE NO. 6767

The sale of land reported in this cause by Ronald M. Naditch, Substitute Trustee and vendor to sell and convey the land in this suit.

Dr.

1981
Jan. 22 By proceeds of sale of land, per report of said vendor------$13,000.00

Cr.

To Ronald M. Naditch, Substitute Trustee, his commissions for making said sale		$ 450.00
To do., for amounts paid Marguerite W. Mankin, Clerk, per receipts exhibited:		
1-Advanced filing fee----------	$ 60.00	
2-Recording fee for for Removal of Trustees and Appointment of Substitute Trustee----------	8.00	68.00
To do., for amounts due Marguerite W. Mankin, Clerk, per statement exhibited:		
1-Appearance fee----------	$ 10.00	
2-Clerk's additional----------	86.00	96.00
To do., for an amount due Fidelity and Deposit Co. of Maryland, for the bond premium in this cause, per statement exhibited		104.00
To do., for amounts paid Queen Anne's Record-Observer, per receipts exhibited:		
1-Advertising sale----------	$157.50	
2-Order Nisi on Sale----------	78.75	236.25
To do., for an amount paid Joe Jackson, Jr., Auctioneer, for crying said sale, per receipt exhibited		75.00
To J. Thomas Clark, Auditor, for:		
1-Stating this account----------	$ 45.00	
2-Notifying parties----------	15.00	60.00

May 1, 1981

J. Thomas Clark

J. Thomas Clark, Auditor

To Evans Products Company
as partial payment on principal
and interest, per statement of
mortgage debt in the sum of
$25,821.66, plus interest from
October 1, 1980, to 60 days after
date of sale, in the sum of
$1,085.76, for a total debt of
$26,907.42, the balance, or the
sum of

$11,910.75	
$13,000.00	$13,000.00

May 1, 1981

J. Thomas Clark, Auditor

RONALD M. NADITCH,
Substitute Trustee

vs.

WILLIAM A. COOPER, et ux.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
No. 6767

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on May 1, 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:

Ronald M. Naditch
49 Cornhill Street
P. O. Box 749
Annapolis, MD 21404

William A. Cooper and
Danice V. Cooper
Route Box 586
Chestertown, MD 21620

Evans Products Company
501 Office Center Drive
Fort Washington, Pennsylvania 19034

Pursuant to Md. Rule 595, Maryland Rules of Prodedure, I notified each of them that said account was filed on May 1, 1981, with the Clerk of the Circuit Court, Centreville, Maryland and that exceptions to said audit must be filed on or before May 18, 1981, and if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on May 19, 1981.

May 1, 1981

J. Thomas Clark, Auditor

FILED
MAY 1 1981
CIRCUIT COURT
QUEEN ANNE'S CO.

RONALD M. NADITCH, Substitute Trustee	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
	*	No. 6767
WILLIAM A. COOPER, et ux.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 1st day of May, 19 81, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 19th day of May, 19 81, 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 May 1, 1981

RONALD M. NADITCH, Sub. Tr.	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6767
	*	
WILLIAM A. COPPER, et ux.	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 19th day of May, 1981, by the Court that the account of the Auditor is finally ratified and confirmed, and Ronald M. Naditch, Substitute ~~XXXXXXXXXXX~~ 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. Makin Clerk

Filed May 19, 1981

RECEIVED
CLERK, CIRCUIT COURT
1981 MAY 19 AM 8:56
QUEEN ANNE'S COUNTY

RONALD M. NADITCH	*	NO. 6767 EQUITY
	*	IN THE CIRCUIT COURT
VS.	*	FOR
WILLIAM A. COOPER, ET UX.	*	QUEEN ANNE'S COUNTY
	*	

MAY 19-81 * 22735 *****10.00
MAY 19-81 A 22735 *****10.00

*****

PETITION FOR WRIT OF POSSESSION BY PURCHASER
OF MORTGAGED PROPERTY- MARYLAND RULE 637

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Evans Financial Corp., by Ronald M. Naditch, P.A. and Ronald M. Naditch, its attorney, respectfully represents unto your Honor:

1- On or about October 3, 1978 the defendants in the above-captioned case conveyed the real estate which is the subject of these proceedings to Evans Products Company by a deed of trust which was recorded in the land records of Queen Anne's County in Liber 158, folio 556.

2- After a default occurred under said Deed of Trust, a public sale was held at the Queen Anne's County Courthouse on January 22,1981, at which sale the property was sold to Evans Financial Corp., who was then and there the highest bidder, at and for the sum of $13,000.

3- Since the date of the sale, a report has been made to the court, the report was ratified on April 14, 1981, an audit has been conducted b y an officer of the court, the purchase price has been paid by the purchaser and a deed has been executed conveying the property to the said purchaser.

4- On or about April 4, 1981, a letter was received from the mortgagors who are still in possession of the property, to which a response was written on April 13, 1981. Copies of both the letters are attached and prayed to be made a part hereof.

5- Despite the urgings of the attorney for the mortgagee and purchaser, the mortgagors have failed to surrender

LAW OFFICES RONALD M. NADITCH, P.A., 49 CORNHILL STREET, ANNAPOLIS, MD. 21404

possession of the premises which are the subject of these proceedings or to answer the recent correspondence inquiring as to their intentions regarding the surrender of possession.

6- The purchaser of the property wishes to take possession of the property, which it is unable to do unless and until the mortgagors surrender possession of it.

WHEREFORE, your Petitioner prays:

A- That the mortgagors in possession be ordered to show cause, if any they may have, why the possession of the property which is the subject of these proceedings should not be turned over to the purchasers.

B- That the mortgagors in possession be required to respond in damages to the purchasers of the said property for any losses sustained by it as a result of their failure to turn over possession as requested.

C- And for such other and further relief as the nature of its cause may require.

RONALD M. NADITCH, P.A.

RONALD M. NADITCH
49 Cornhill Street
Annapolis, Maryland 21401
268-3434

LAW OFFICES RONALD M. NADITCH, P.A., 49 CORNHILL STREET, ANNAPOLIS, MD. 21404

POINTS & AUTHORITIES

1- Maryland Rule 637

2- Billingsley v Lawson, 43 Md 713, 726

3- Union Trust Co. v Biggs, 153 Md 50,55-56

give me some information on just what happened on that date in time. I'm sending you this bill, because otherwise I don't know just who to send it to. You might want to contact Jay Levin at Evans Product Company, or the Queen Anne's County tax office on the matter. But please let me know something as to the nature of this problem.

Very Concerned,
Clarice Cooper.

Mr. Naditch, P.A.;

On January 7, 1981, you sent notice to us that our property would be sold at the Queen Anne's County Courthouse on January 22 at 2:00 P.M., to the highest bidder. This is just a little reminder as to what actions had taken place, and just what actually happened then. There's a reason for this, because we got a notice in mail that the taxes on the land hasn't been paid, and that it still appears in our name in their files. So I want to know just what is going on. Can you

LAW OFFICES
RONALD M. NADITCH, P.A.

49 CORNHILL STREET
POST OFFICE BOX 749
ANNAPOLIS, MARYLAND 21404

268-0404
269-0077

April 13, 1981

Mr. and Mrs. William A. Cooper
Route 1, Box 586
Leverage Road Ewington
Chestertown, Maryland 21620

Re: Evans vs. Cooper - My File 2809

Dear Mr. and Mrs. Cooper:

I am in receipt of your letter dated April 4, 1981 and the "Notice to Delinquent Taxpayers" regarding your 1980-81 tax bill. In answer to your specific questions, the foreclosure sale has been held and the Order Nisi has already appeared in the paper. We are now waiting for the final order to be signed, which is the Order of Ratification. Thereafter, we will ask that you vacate the premises. If you decline to do so, we will be required to file legal action to effect your removal.

We hope that you will cooperate with us so that an orderly turnover of the property can be effected. Until the Order of Ratification is signed, we will not pay the taxes. Thereafter, if the Court signs the Order, the taxes will be our responsibility.

Please call my office so that we can discuss this matter in greater detail.

Very truly yours,
RONALD M. NADITCH, P. A.

RONALD M. NADITCH

RMN/jo
cc: Alan Madway, Evans (with copy of Cooper letter and tax notice)

RONALD M. NADITCH	*	NO. 6767 EQUITY
vs.	*	IN THE CIRCUIT COURT
WILLIAM A. COOPER, ET UX	*	FOR
	*	QUEEN ANNE'S COUNTY
	*	

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

STATE OF PENNSYLVANIA, Montgomery COUNTY, to wit:

I hereby certify that on this 29th day of May, 1981, before me, a Notary Public in and for the State and County aforesaid, personally appeared John Pedrick who made oath in due form of law that the matters and facts set forth in the Petition for Writ of Possession are true and correct to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Linda K. Ruhf
Notary Public

My Commission Expires: 7/1/82

LINDA K. RUHF, NOTARY PUBLIC
HORSHAM TWP., MONTGOMERY COUNTY
MY COMMISSION EXPIRES MAR. 5, 1984
Member, Pennsylvania Association of Notaries

LAW OFFICES RONALD M. NADITCH, P.A., 49 CORNHILL STREET, ANNAPOLIS, MD. 21404

CLERK'S OFFICE
1981 JUN -8 PM 2:52
QUEEN ANNE'S COUNTY

CCC:mfe:6/8/81

LIBER 13 PAGE 108

RONALD M. NADITCH	:	IN THE CIRCUIT COURT
vs.	:	FOR QUEEN ANNE'S COUNTY,
WILLIAM A. COOPER, ET UX Box 586 Leverage Road Ewingtown, Queen Anne's Co., MD	: :	SITTING IN EQUITY NO. 6767

SHOW CAUSE ORDER

Upon the foregoing Petition and Affidavit, it is ORDERED this 8th day of June, 1981, by the Circuit Court for Queen Anne's County, Sitting in Equity, that the Respondents show cause, if any they may have, on or before the 28th day of June, 1981, why this Court should not issue a Writ of Possession commanding the Sheriff of Queen Anne's County to deliver possession of the lands and premises which are the subject of these proceedings to Evans Financial Corporation, the purchasers at the foreclosure sale; provided a copy of the Petition and Affidavit of Evans Financial Corporation and of this Order be served on the said William A. Cooper and Danice V. Cooper on or before the 18th day of June, 1981, pursuant to Md. Rule 104 b. 1.

Clayton C. Coates
Judge

Distribution:
Original: Court File
True Copies:
Ronald M. Naditch
Sheriff of Queen Anne's County (3)

FILED
CLERK CIRCUIT COURT
1981 JUN -8 PM 2:52
QUEEN ANNE'S COUNTY

RONALD M. NADITCH	:	IN THE CIRCUIT COURT
vs.	:	FOR QUEEN ANNE'S COUNTY,
WILLIAM A. COOPER, ET UX Box 586 Leverage Road Ewingtown, Queen Anne's Co., MD	: :	SITTING IN EQUITY NO. 6767

SHOW CAUSE ORDER

Upon the foregoing Petition and Affidavit, it is ORDERED this 8th day of June, 1981, by the Circuit Court for Queen Anne's County, Sitting in Equity, that the Respondents show cause, if any they may have, on or before the 28th day of June, 1981, why this Court should not issue a Writ of Possession commanding the Sheriff of Queen Anne's County to deliver possession of the lands and premises which are the subject of these proceedings to Evans Financial Corporation, the purchasers at the foreclosure sale; provided a copy of the Petition and Affidavit of Evans Financial Corporation and of this Order be served on the said William A. Cooper and Danice V. Cooper on or before the 18th day of June, 1981, pursuant to Md. Rule 104 b. 1.

Clayton Coler
Judge

Distribution:
Original: Court File
True Copies:
Ronald M. Naditch
Sheriff of Queen Anne's County (3)

CLERK'S OFFICE
1981 JUN -8 PM 2:52
QUEEN ANNE'S COUNTY

TRUE COPY, TEST:
MARGUERITE W. MANKIN, CLERK
BY: Betty M. Comegys
DEPUTY CLERK

Sheriff's Return
I HEREBY CERTIFY that on the 10 day of May 1981 I served the within Writ to the Defendant therein named, and copy of process and pleadings left with William Cooper
Dale L. Wells
Deputy Sheriff

RECEIVED
CLERK'S OFFICE
1981 JUN 11 PM 2:07
QUEEN ANNE'S COUNTY

LIBER 13 PAGE 109

RONALD M. NADITCH	:	IN THE CIRCUIT COURT
vs.	:	FOR QUEEN ANNE'S COUNTY,
WILLIAM A. COOPER, ET UX Box 586 Leverage Road Ewingtown, Queen Anne's Co., MD	:	SITTING IN EQUITY
	:	NO. 6767

SHOW CAUSE ORDER

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Clayton Coler
Judge

Distribution:
Original: Court File
True Copies:
Ronald M. Naditch
Sheriff of Queen Anne's County (3)

CLERK'S OFFICE
1981 JUN -8 PM 2:52
QUEEN ANNE'S COUNTY

TRUE COPY, TEST:
MARGUERITE W. MANKIN, CLERK
BY: Lillie M. Comegys
DEPUTY CLERK

Sheriff's Return

I HEREBY CERTIFY that on the 10 day of May 1981 I served the within Writ to the Defendant therein named, and copy of process and pleadings left with Danice Cooper

Deputy Dale L. Walls
Sheriff

RECEIVED
CLERK'S OFFICE
1981 JUN 11 PM 2:07
QUEEN ANNE'S COUNTY

RONALD M. NADITCH

VS.

WILLIAM A. COOPER, ET UX.

* IN THE CIRCUIT COURT
* FOR QUEEN ANNE'S COUNTY
* SITTING IN EQUITY
* NO. 6767
*
*

****

ORDER OF COURT

Upon the foregoing Petition and Affidavit filed by the Petitioner in this case, the Respondents having been served on June 10, 1981 without filing an Answer to the Show Cause Order dated June 8, 1981, it is ORDERED this 13th day of July, 1981, by the Circuit Court for Queen Anne's County, sitting in Equity, that a Writ of Possession is hereby issued commanding the Sheriff of Queen Anne's County to deliver possession of the lands and premises which are the subject of these proceedings to Evans Financial Corporation, the purchasers at the foreclosure sale.

K. Thomas Everngam
JUDGE

RECEIVED
CLERK'S OFFICE
1981 JUL 13 PM 2:41
QUEEN ANNE'S COUNTY

LAW OFFICES RONALD M. NADITCH, P.A., 49 CORNHILL STREET, ANNAPOLIS, MD. 21404

LIBER 13 PAGE 112

RONALD M. NADITCH * IN THE CIRCUIT COURT
* FOR QUEEN ANNE'S COUNTY
VS. * SITTING IN EQUITY
* NO. 6767
WILLIAM A. COOPER, ET UX. *
Box 586 Leverage Rd. *
Ewingtown *

****

ORDER OF COURT

Upon the foregoing Petition and Affidavit filed by the Petitioner in this case, the Respondents having been served on June 10, 1981 without filing an Answer to the Show Cause Order dated June 8, 1981, it is ORDERED this 13th day of July, 1981, by the Circuit Court for Queen Anne's County, sitting in Equity, that a Writ of Possession is hereby issued commanding the Sheriff of Queen Anne's County to deliver possession of the lands and premises which are the subject of these proceedings to Evans Financial Corporation, the purchasers at the foreclosure sale.

K. Thomas Everngam
JUDGE

RECEIVED
CLERK'S ... COURT
1981 JUL 13 PM 2:41
QUEEN ANNE'S COUNTY

TRUE COPY, TEST:
MARGUERITE W. MANKIN, CLERK
BY: Letty M. Conegan
DEPUTY CLERK

RECEIVED
CLERK'S ... COURT
1981 JUL 17 PM 2:47
QUEEN ANNE'S COUNTY

Sheriff's Return
I HEREBY CERTIFY that on the 16 day of July 1981 I served the within Writ by Attaching A copy to the front door of the property in question
Deputy William D. Foster III
Deputy Dale L. Walls
Sheriff

Mr. Ronald M. Naditch
268-3434

The property was vacant and the defendant left the area about July 1, 1981 He is supposed to be living in the Denton md area.

LAW OFFICES RONALD M. NADITCH, P.A., 49 CORNHILL STREET, ANNAPOLIS, MD. 21404

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

vs.

PETER MAROULIS
GEORGE RIGAS and
MARINA RIGAS
MORTGAGORS

* * * * *

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
EQUITY NO. 6807

* * * * * *

ORDER TO DOCKET SUIT

DEC 30-80 * 28570 *****60 00
DEC 30-80 A 28570 *****60 00

Madam Clerk:

You will please docket suit as per the above titling for foreclosure of a mortgage from Peter Maroulis to Fred Schneider and Doris M. Schneider, his wife, dated February 22, 1978, recorded in Liber C.W.C. No. 131, folio 646 of the Land Records of Queen Anne's County; said mortgage being modified by a Modification Agreement between Fred Schneider and Doris M. Schneider, his wife, mortgagees and George Rigas and Marina Rigas, mortgagors, dated November 30, 1979, and recorded in Liber M.W.M. No. 157, folio 764 of the Land Records aforesaid, said mortgage as modified being duly assigned to Robert R. Price, Jr., for collection by foreclosure or otherwise, default having occurred in the terms thereof by reason of the non-payment when due of principal and interest of said mortgage indebtedness and by the cancellation of the fire insurance on said improvements located on the mortgage premises because of non-payment of premium.

You will file herein a certified copy of the aforesaid mortgage (CWC 131, folio 646) Modification Agreement (MWM 157 folio 765) and Assignment to Robert R. Price, Jr., as well as the accompanying military affidavit and statement of indebtedness.

RECEIVED
CLERK, CIRCUIT COURT
1980 DEC 30 PM 3 24
QUEEN ANNE'S COUNTY

Robert R. Price

Robert R. Price, Jr.
Assignee

LAW OFFICES
PRICE & FOSTER

DOCUMENT NO. 72,179 LIBER 131 PAGE 646

THIS MORTGAGE, made this 22nd day of February, 19 78, by and between PETER MARQULIS, party of the first part, hereinafter referred to as MORTGAGOR, and FRED SCHNEIDER and DORIS M. SCHNEIDER, his wife, parties of the second part, hereinafter referred to as MORTGAGEE.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith in the principal sum of ONE HUNDRED TWENTY EIGHT THOUSAND DOLLARS 00/100 Dollars($ 128,000.00) payable, with interest thereon from the date hereof at the rate of eight (8 %) per centum per annum on the unpaid principal until paid, at the designated office of the holder, in the manner following:

WHEREAS, the principal sum of $128,000.00 together with all interest due thereon shall be repaid in 240 equal, consecutive, monthly installments of $1,070.70 each, the first of said installments to commence on the 22nd day of March, 1978.

AND WHEREAS, Mortgagor has the privilege of paying off any amount of principal indebtedness or the entire amount of principal indebtedness, together with all interest due thereon, at anytime, without penalty.

RECEIVED
CLERK. CIRCUIT COURT
1978 FEB 22 PM 4: 22
QUEEN ANNE'S COUNTY

FEB 22-78 X 21457 *****10.00
FEB 22-78 A 21453 *****10.00

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 ground, situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, fronting on U.S. Route No. 50 and Route No. 404, more particularly described in accordance with a survey and plat entitled "Mary T. Murphy Lands", dated August, 1966, by William R. Nuttle, surveyor, a plat of which is filed in Liber C.W.C. No. 23, folio 673 of the Land Records of Queen Anne's County.

BEGINNING for the same at an iron pipe on the Northeast side of Md. Rte. No. 404 (20' from the centerline), said point being the Southwest corner of the herein described lands and the Southeast corner of the lands of Holton E. Rhodes; and running, thence, by and with said Rhodes lands along a line 10' Southeast of the centerline of an Eastern Shore Public Service Co. power line, N 09° 20' 30" E - 312.42' to an iron pipe; thence, still by and with said Rhodes lands S 80° 44' 30" E - 306.37' to an iron pipe on the Westerly right of way line of U.S. Rte. No. 50; thence, by and with the right of way line of Rte. No. 50 as shown on SRC Plat 7730 the four following courses and distances: (1) S 09° 15' 30" W - 306.09' to an iron pipe, (2) S 57° 19' 40" W - 81.21' to an iron pipe, (3) N 66° 59' 30" W - 113.19' to an iron pipe, and (4) S 23° 00' 30" W - 12.00' to an iron pipe and the Northeast side of Md. Rte. No. 404; thence, by and with the Northeast side of said road N 66° 59' 30" W - 137.52' to the place of beginning. Containing in all 2.367 acres of land, more or less.

BEING the same land granted and conveyed unto the Mortgagor herein by deed of even date herewith, from Fred Schneider and Doris M. Schneider, his wife, and recorded, or intended to be recorded immediately prior hereto, among the Land Records of Queen Anne's County.

SUBJECT, NEVERTHELESS, to a right of way from Mary T. Murphy, et al, to The Eastern Shore Public Service Company of Maryland, dated July 25, 1950, and recorded in Liber T.S.P. No. 48, folio 135, and right of way for one pole recorded in Liber C.W.C. No. 41, folio 102.

ALSO SUBJECT to the Denial of Access, as set forth on State Road Plat No. 7730.

AND as further security under this mortgage the following are also covered: All equipment, fixtures, furniture and inventory attached to and/or located in/on said real estate.

3-13-78 Released Recorded to Mortgagee Boxed & Queen Anne, Md. 21657

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 eight (8%) 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 ROBERT R. PRICE, JR. his hereby duly constituted attorney for the purpose, are hereby authorized to sell said premises after giving not less than fifteen days notice of the time, place, manner and terms of sale in some newspaper published in the County where the mortgaged property or some portion thereof is located, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, and to apply the proceeds of sale as follows, to wit: first, to the payment of all expenses incident to such sale, including a counsel fee of $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.

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:

Robert R. Price Jr. — Peter Maroulis (SEAL)

_____ _____ (SEAL)

_____ _____ (SEAL)

_____ _____ (SEAL)

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S

On this the 22nd day of February, 19 78, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared Peter Maroulis, 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 Fred Schneider and Doris M. Schneider 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 notarial seal.

*and further made oath that the principal sum hereof has been paid over and disbursed by the parties secured hereby unto the within named party of the first part at a time no later than the execution and delivery of this Mortgage by the Borrower.

Mary E. Collins
Notary Public

FOR ASSIGNMENT SEE LIBER 171 PAGE 200

LIBER 131 PAGE 647

LIBER 13 PAGE 115

LIBER 13 PAGE 116

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber CWC No. 131, folio 646, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 30th day of December 19 80.

Marguerite W. Mankin

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

Centreville, Md

OCUMENT NO. 100,518

LIBER 157 PAGE 764

MODIFICATION AGREEMENT

THIS AGREEMENT, made this 30th day of November, 1979, by and between FRED SCHNEIDER and DORIS M. SCHNEIDER, his wife, hereinafter called "Mortgagees", and GEORGE RIGAS and MARINA RIGAS, his wife, hereinafter called "Mortgagors".

WHEREAS, the Mortgagees are the holders of a Purchase Money Mortgage from Peter Maroulis, dated February 22, 1978, and recorded among the Land Records of Queen Anne's County in Liber CWC No. 131, folio 646, said Mortgage being in the principal amount of $128,000. bearing interest at 8%, per annum, and being secured by 2.367 acres of property situated in the Third Election District, Queen Anne's County, Maryland, said property being improved by a restaurant, and

WHEREAS, Peter Maroulis has agreed to sell his interest in the mortgaged property unto the Mortgagors and a condition of said sale is that the Mortgagees consent to said transfer, and

WHEREAS, the Mortgagees have agreed to said transfer to the Mortgagors upon the condition the interest rate on the outstanding balance of said loan ($123,117.73) is increased to 9% per annum.

NOW THEREFORE, THIS AGREEMENT WITNESSETH: That in consideration of the premises and benefits accruing to each of the parties hereto and the sum of One ($1.00) Dollar, to each party, by the other paid, receipt of which is hereby acknowledged, the Mortgagees and Mortgagors hereby agree that the present principal balance secured by the aforesaid mortgage is $123,117.73, which said sum together with interest thereon accounting from the 22nd day of November, 1979, at the rate of 9%, per annum, the Mortgagors hereby covenant and agree to repay unto the Mortgagees in monthly installments of $1,151.84 each, commencing on the 22nd day of December, 1979, and on the 22nd day of each and every month thereafter, for 216 equal, consecutive, monthly installments, said monthly installments, said monthly installments to be applied first to the payment of interest on the principal sum outstanding, at the rate of interest above set forth, and the balance thereof shall be applied in reduction of the principal mortgage indebtness.

LAW OFFICES
PRICE & FOSTER

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

LIBER 13 PAGE 117

Mortgagees do further covenant said mortgage in the future may be assumed by any purchaser of said premises.

EXCEPT AS MODIFIED, the aforesaid Mortgage and all the terms and conditions thereof shall be and remain in full force and effect as hereby modified and nothing else contained shall diminish or eliminate the terms and provisions contained in said Mortgage available to the Mortgagees in the event of a default in the payment of principal and interest, as herein provided, or default in any of the other terms and provisions of the aforesaid Mortgage.

THIS AGREEMENT, shall be binding upon the Mortgagors and Mortgagees and their respective heirs, successors and assigns.

WITNESS the hands and seals of the parties hereto.

DEC-3-79 * 26012 *****14.00
DEC-3-79 A 26012 *****14.00

WITNESS:

Fred Schneider (SEAL)
FRED SCHNEIDER

Doris Schneider (SEAL)
DORIS M. SCHNEIDER, HIS WIFE

George Rigas (SEAL)
GEORGE RIGAS

M Rigas (SEAL)
MARINA RIGAS, HIS WIFE.

STATE OF Maryland
COUNTY/CITY OF Prince George's } TO WIT:

I HEREBY CERTIFY, that on this 30 day of Nov., 1979, before me, the Subscriber, a Notary Public of the State and County/City aforesaid, personally appeared Fred Schneider and Doris M. Schneider, his wife, and each acknowledged the Modification Agreement to be their respective act.

WITNESS my hand and Notarial Seal.

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

STATE OF Maryland
COUNTY/CITY OF Prince George's } TO WIT:

I HEREBY CERTIFY, that on this 30 day of Nov., 1979, before me, the Subscriber, a Notary Public of the State and County/City aforesaid, personally appeared George Rigas and Marina Rigas, his wife, and each acknowledged the Modification Agreement to be their respective act.

WITNESS my hand and Notarial Seal.

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

LAW OFFICES
PRICE & FOSTER

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber MWM No. 157, folio 764, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 30th day of December 19 80.

Marguerite W. Mankin

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

LIBER 13 PAGE 120

DOCUMENT NO. 10,402

LIBER 171 PAGE 200

THIS ASSIGNMENT OF MORTGAGE, made this 29th day of December, 1980, from Fred Schneider and Doris M. Schneider, his wife, to Robert R. Price, Jr.

WHEREAS, Fred Schneider and Doris M. Schneider, his wife, are holders of a mortgage from Peter Maroulis, dated February 22, 1978, recorded in Liber C.W.C. No. 131, folio 646 of the Land Records of Queen Anne's County, said mortgage being subject to a Modification Agreement between Fred Schneider and Doris M. Schneider, his wife, mortgagees, and George Rigas and Marina Rigas, his wife, mortgagors, dated November 30, 1979, and recorded in Liber M.W.M. No. 157, folio 764 of the Land Records aforesaid; and

WHEREAS, default has occurred in the terms and conditions of said mortgage as modified.

NOW THEREFORE, WITNESSETH, that for value received, Fred Schneider and Doris M. Schneider, his wife, do hereby assign said mortgage as modified unto Robert R. Price, Jr. for collection by foreclosure or otherwise.

WITNESS the hands and seals of the Assignors.

WITNESS:

Kathy J. Johnson — Fred Schneider (SEAL)
Fred Schneider

Kathy J. Johnson — Doris M. Schneider (SEAL)
Doris M. Schneider, his wife

RECEIVED
CLERK, CIRCUIT COURT
1980 DEC 30 PM 3:24
QUEEN ANNE'S COUNTY

DEC 30-80 * 28569 ****** 00
DEC 30-80 A 28569 ****** 00

LAW OFFICES
PRICE & FOSTER

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber MWM 171, folio 200, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 30th day of December, 1980.

Marguerite W. Mankin

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

LIBER 13 PG 122

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

vs.

PETER MAROULIS
GEORGE RIGAS and
MARINA RIGAS
MORTGAGORS

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
EQUITY NO. 6807

* * * * *

STATEMENT OF MORTGAGE INDEBTEDNESS

Balance due on original mortgage as per modification agreement ----------	$123,117.73
Principal paid to date of last payment 11/22/80 ----------	2,741.00
Principal Balance Due ----------	$120,376.73
Interest @ 9% from 11/22/80 to 12/22/80 ----------	902.00
Principal and Interest Due	$121,278.73

Per diem interest - $30.00

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

This is to certify that on this 30th day of December, 1980, before, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Robert R. Price, Jr., Assignee, and made oath in due form of law that the aforegoing statement of mortgage indebtedness is true to the best of his knowledge, and belief, and there is no credit due thereon, except as shown, nor any security therefor except the said mortgage.

Kathy J. Johnson
Notary Public

My commission expires: 7/1/82

KATHY J. JOHNSON NOTARY PUBLIC QUEEN ANNE'S COUNTY

LAW OFFICES
PRICE & FOSTER

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

I HEREBY CERTIFY, that on this 30th day of Dec., 1980, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared ROBERT R. PRICE, JR., Assignee, and made oath in due form of law that Peter Maroulis, George Rigas and Marina Rigas, the mortgagors, are not now, nor have either of them been within six (6) months prior hereto, in the military service of the United States of America, as defined by the Soldier's and Sailor's Relief Act, and amendments thereto and that this information is gotten from persons who know the mortgagors.

Kathy J. Jackson
Notary Public

My commission expires: 7/1/82

LAW OFFICES
PRICE & FOSTER

ROBERT R. PRICE, JR., ASSIGNEE	*	IN THE
	*	CIRCUIT COURT
vs.		FOR
	*	QUEEN ANNE'S COUNTY
PETER MAROULIS GEORGE RIGAS and MARINA RIGAS	*	EQUITY NO. 6807

* * * * *

AFFIDAVIT OF COMPLIANCE

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

I HEREBY CERTIFY, that on this 28 day of January, 1981, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Robert R. Price, Jr., Assignee, in the above cause and made oath in due form of law that:

1. On January 19, 1981 he did by certified mail, return receipt requested, mail to the mortgagors a copy of the legal advertisement and the original of the attached letter, all marked Compliance Exhibit 1.

2. That the mortgagors are the present record owners of the property.

3. That he has not received written notice of the existance of any subordinate mortgage or security interest.

WITNESS my hand and Notarial Seal.

Mary F. Cocian
Notary Public

My commission expires: 7/1/82

RECEIVED
CLERK, CIRCUIT COURT
1981 JAN 28 PM 1:01
QUEEN ANNE'S COUNTY

LAW OFFICES
PRICE & FOSTER

January 15, 1981

Centreville

Mr. and Mrs. George Rigas
Route 50-404
Box 102
Queen Anne, Maryland 21657

Dear Mr. and Mrs. Rigas:

In accordance with Rule W74a of the Maryland Rules of Procedure I am herewith enclosing a legal advertisement regarding the sale of the property purchased fromPeter Maroulis.

Very truly yours,

RRPjr:mo

enc:

PS Form 3800, Apr. 1976

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

P29 4277730

SENT TO: Mr. & Mrs. George Rigas
STREET AND NO.: Box 102
P.O., STATE AND ZIP CODE: Queen Anne, Md 21657
POSTAGE: $ 15
CERTIFIED FEE: 80 ¢
SPECIAL DELIVERY: ¢
RESTRICTED DELIVERY: ¢
SHOW TO WHOM AND DATE DELIVERED: 45 ¢
SHOW TO WHOM, DATE, AND ADDRESS OF DELIVERY: ¢
SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY: ¢
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY: ¢
TOTAL POSTAGE AND FEES: $ 1.40
POSTMARK OR DATE: JAN 19 1981

CONSULT POSTMASTER FOR FEES
OPTIONAL SERVICES
RETURN RECEIPT SERVICE

SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one.)
☐ Show to whom and date delivered.....¢
☐ Show to whom, date and address of delivery.....¢
☐ RESTRICTED DELIVERY
Show to whom and date delivered.....¢
☐ RESTRICTED DELIVERY.
Show to whom, date, and address of delivery.$____

(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:

3. ARTICLE DESCRIPTION:
REGISTERED NO. | CERTIFIED NO. 4277730 | INSURED NO.

(Always obtain signature of addressee or agent)

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

4. DATE OF DELIVERY: 1-21-81

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

WASHINGTON D.C. JAN 21 1981

PS Form 3811, Jan. 1979

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

Assignee's Sale

of

Valuable Improved Real Estate

Restaurant At Route 404-50
2.367 Commercial Property
Queen Anne's County, Maryland

Under and by virtue of a power of sale contained in a mortgage from Peter Maroulis to Fred Schneider and Doris M. Schneider, his wife, dated February 22, 1978, and recorded in Liber CWC No. 131, folio 646, of the Land Records of Queen Anne's County, said mortgage being assigned to Robert R. Price, Jr., Assignee for collection, default having occurred in the terms of said mortgage. The undersigned assignee will offer at public auction on the premises at Maryland Route 404-50, Queen Anne's County, Maryland, at the hour of 11:00 A.M., E.S.T. on

Thursday, Jan. 29, 1981

the following described real estate, to wit:

ALL that lot or parcel of ground, situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, fronting on U.S. Route No. 50 and Route No. 404, more particularly described in accordance with a survey and plat entitled "Mary T. Murphy Lands," dated August, 1966, by William R. Nuttle, surveyor, a plat of which is filed in Liber CWC No. 23, folio 673, of the Land Records of Queen Anne's County.

BEGINNING for the same at an iron pipe on the Northeast side of Md. Rte. No. 404 (20' from the centerline), said point being the southwest corner of the herein described lands and the Southeast corner of the lands of Holton E. Rhodes; and running, thence, by and with said Rhodes lands along a line 10' Southeast of the centerline of an Eastern Shore Public Service Co. power line, N 09° 20' 30" E - 312.42' to an iron pipe; thence, still by and with said Rhodes lands S 80° 44' 30" E - 306.37' to an iron pipe on the Westerly right of way line of U.S. Rte. No. 50; thence, by and with the right of way line of Rte. No. 50 as shown on SRC Plat 7730 the four following courses and distances: (1) S 09° 15' 30" W - 306.09' to an iron pipe, (2) S 57° 19' 40" W - 81.21' to an iron pipe, (3) N 66° 59' 30" W - 113.19' to an iron pipe, and (4) S 23° 00' 30" W - 12.00' to an iron pipe and the Northeast side of Md. Rte. No. 404; thence, by and with the Northeast side of said Road N 66° 59' 30" W - 137.52' to the place of beginning. Containing in all 2.367 acres of land, more or less.

SUBJECT NEVERTHELESS, to a right of way from Mary T. Murphy et al, to The Eastern Shore Public Service Company of Maryland, dated July 25, 1950, and recorded in Liber TSP No. 48, folio 135, and right of way for one pole recorded in Liber CWC No. 41, folio 102. AND ALSO SUBJECT to the Denial of Access, as set forth on State Road Plat No. 7730.

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.

IMPROVEMENTS: Large brick front restaurant building "T/A Oyster Bay", 24 ft. by 142 ft., including all fixtures therein, also a 50 ft. by 20 ft. mobile home.

TERMS OF SALE: The Purchaser shall be required to pay ten percent (10%) of the purchase price in cash or by certified check on the date of sale, the balance to be paid within ten (10) days of the ratification of the sale by the Circuit Court of Queen Anne's County, and to bear interest at ten percent (10%) from the day of sale to day of settlement, or all cash on the day of sale, as the Purchaser may elect.

FULL POSSESSION will be given to the Purchaser upon ratification of the sale and payment of the purchase price.

TAXES AND ALL OTHER ASSESSMENTS AND CHARGES will be adjusted to date of final settlement. All transfer expenses, including deed, title examination, documentary stamps, transfer tax, recording costs and notary fees to be paid by the Purchaser.

At the time and place of sale the Purchaser will be required to make affidavit as required by Rule BR6b3 of the Maryland Rules of Procedure.

Robert R. Price, Jr., Assignee
103 Lawyer's Row
Centreville, Maryland 21617
Telephone: 301-758-1660

[illegible]

Equity # 6807

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

KNOW ALL MEN BY THESE PRESENTS, That we Robert R. Price, Jr., Assignee of Queen Anne's County, State of Maryland, and the Hartford Accident & Indemnity Co, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto Queen Anne's County, the State of Maryland, in the full and just sum of One Hundred Thirty Thousand ----------00/100 Dollars ($ 130,000.00), current money, 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 out seals and dated this 27th day of January, 1981.

WHEREAS, the above bounded principal, by virtue of the power contained in the mortgage from Peter Maroulis to Fred Schneider and wife, dated February 22, 1978 and recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber CWC No. 131, folio 646, 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.

NOW THE CONDITION of the above obligation is such that if the above bonded Robert R. Price, Jr., Assignee, does and shall well, truly and faithfully perform the trusts reposed in him by said power of sale (Equity 6807), and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in the premises, then the above

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PRICE & FOSTER

[illegible] APPROVED AND BOND FILED ON January 28, 1981

LIBER 3 PAGE 71 LIBER 13 PAGE 127

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. Bennett

Robert N. Price Jr. (SEAL)

Hartford Accident and Indemnity Company

Bonnie Gilmartin

Victoria M. Leahey (SEAL)

Victoria M. Leahey, Attorney-in-Fact

LAW OFFICES
PRICE & FOSTER

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

vs.

PETER MAROULIS
GEORGE RIGAS and
MARINA RIGAS
MORTGAGORS

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
EQUITY NO. 6807

* * * * *

ORDER TO DOCKET SUIT

DEC 30-80 A 28570
DEC 30-80 A 28571

Madam Clerk:

You will please docket suit as per the above titling for foreclosure of a mortgage from Peter Maroulis to Fred Schneider and Doris M. Schneider, his wife, dated February 22, 1978, recorded in Liber C.W.C. No. 131, folio 646 of the Land Records of Queen Anne's County; said mortgage being modified by a Modification Agreement between Fred Schneider and Doris M. Schneider, his wife, mortgagees and George Rigas and Marina Rigas, mortgagors, dated November 30, 1979, and recorded in Liber M.W.M. No. 157, folio 764 of the Land Records aforesaid, said mortgage as modified being duly assigned to Robert R. Price, Jr., for collection by foreclosure or otherwise, default having occurred in the terms thereof by reason of the non-payment when due of principal and interest of said mortgage indebtedness and by the cancellation of the fire insurance on said improvements located on the mortgage premises because of non-payment of premium.

You will file herein a certified copy of the aforesaid mortgage (CWC 131, folio 646) Modification Agreement (MWM 157 folio 765) and Assignment to Robert R. Price, Jr., as well as the accompanying military affidavit and statement of indebtedness.

RECEIVED
CLERK, CIRCUIT COURT
1980 DEC 30 PM 3 24
QUEEN ANNE'S COUNTY

Robert R. Price, Jr.
Assignee

W-OFFICES
& FOSTER

LIBER 13 PAGE 130

HARTFORD ACCIDENT AND INDEMNITY COMPANY

Hartford, Connecticut

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

THOMAS B. CREAGER, C. E. STAPP, JULIE H. AVERELLA, VICTORIA M. LEAHEY, KATHLEEN NEVINS, and JOHN P. SMITH of BALTIMORE, 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,

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 5. 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

Mary Schaf

Mary Schaf, *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.

Gloria Mazotas

Gloria Mazotas, *Notary Public*
My Commission Expires March 31, 1983

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

CERTIFICATE

I, the undersigned, Assistant Secretary of the HARTFORD ACCIDENT AND INDEMNITY COMPANY, a Connecticut Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore, that Article IV, Sections 8 and 11, of the By-Laws of the Company, and the Resolutions of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Hartford. Dated the 27th day of January, 19 81

John E. Lukanich
Assistant Secretary

Form S-3507-8 Printed in U.S.A

ROBERT R. PRICE, JR.,	:	IN THE CIRCUIT COURT
ASSIGNEE	:	FOR
VS.	:	
PETER MAROULIS	:	QUEEN ANNE'S COUNTY
GEORGE RIGAS and MARINA RIGAS, HIS WIFE,	:	IN EQUITY
MORTGAGORS	:	NO. 6807

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Robert R. Price, Jr., Assignee of the mortgage from Peter Maroulis, Mortgagor to Fred Schneider and Doris M. Schneider, Mortgagees, his wife, dated Feb. 22, 1978, recorded among the Land Records ofQueen Anne's County, said mortgage being modified by a Modification Agreement between Fred Schneider and Doris M. Schneider, his wife, Mortgagees and George Rigas and Marina Rigas, his wife, Mortgagors, dated Nov. 30, 1979, and recorded in Liber MWM No. 157, folio 764, of the Land Records aforesaid, said mortgage as modified being duly assigned to Robert R. Price, Jr., for collection by foreclosure or otherwise, default having occurred in the terms thereof by reason of non-payment when due of principal and interest said mortgage indebtedness and by cancellation of the fire insurance on said improvements located on the mortgaged premises because of non-payment of the premium.

Robert R. Price, Jr., as Assignee aforesaid, filed in this Honorable Court his order to docket suit to foreclose said mortgage, accompanied by a certified copy of the original mortgage, his sworn statement as to the mortgage indebtedness, a military affidavit, his bond executed by himself and the Hartford Accident and Indemnity Company, a body corporate, duly authorized by its charter to become a sole surety on bonds of this character, as surety in the full and just sum of One Hundred Thirty Thousand ($130,000.) Dollars, containing the conditions required by law relative to the foreclosure of mortgages under a power of sale set forth therein.

That after having advertised said mortgaged premises for sale in the Queen Anne's Record Observer, a newspaper published in said County at least once each week for three (3) successive weeks, the first of said publication being not less than 15 days prior to sale, and the last such publication being not more than one (1) week prior to sale and having ::sent not earlier than twenty (20) days and not later than five (5) days before the date of sale the notices required by Maryland Rule W 74, 2, (c), the said Robert R. Price, Jr. at 11:00 A.M. Eastern Standard Time on ~~November~~ January 29, 1981, on the premises described in the advertisement, did read the legal advertisement and request any questions, there being no questions regarding the property to be sold or the terms and conditions he did have the auctioneer cry the sale for a considerable time and did sell the lands and improvements described in the notice of sale unto Fred Schneider and Doris M. Schneider, his wife, they being then and there the highest

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PRICE & FOSTER

RECEIVED
CLERK. CIRCUIT COURT
1981 JAN 30 PM 3:39
QUEEN ANNE'S COUNTY

bidder therefore, at and for the sum of One Hundred and Twenty Thousand ($120,000.) Dollars.

The Purchaser has deposited with the Assignee the required cash down payment in the amount of Twelve Thousand ($12,000.) Dollars, in accordance with the Advertisement of Sale.

The Purchasers' affidavit required Maryland Rule BR 6b3 the Certificate as to Advertisement, and the Certificate of the Auctioneer are attached hereto.

THIS REPORT OF SALE states the amount of the sale to be One Hundred Twenty Thousand ($120,000.) Dollars.

Respectfully submitted,

Robert R. Price Jr

Robert R. Price, Jr.,
Assignee as aforesaid.

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

I HEREBY CERTIFY, that on this 30th day of January, 1981, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Robert R. Price, Jr., attorney named in mortgage in the aforementioned proceedings and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true to the best of his knowledge, information and belief and that said sale was fairly made.

And further made oath as aforesaid that there has been no change in the matters and facts set forth in the affidavit as to military service previously filed in this cause.

Marcy F. Collier

Marcy F. Collier,
Notary Public
My comm. exp. 7-1-82

LAW OFFICES
PRICE & FOSTER

ROBERT R. PRICE, JR.,
103 Lawyer's Row
Centreville, Md. 21617

Assignee :

vs.

PETER MAROULIS
GEORGE RIGAS AND
MARINA RIGAS, HIS WIFE,

Mortgagors :

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 6807

CERTIFICATE OF AUCTIONEER

I HEREBY CERTIFY, that I did sell at public auction all that land and improvements described in the Advertisement of Sale in this Cause.

The sale was on the premises described, on Jan 29, 1981, beginning at the hour of 11:00 A.M., E.S.T.

The Purchaser was Fred Schneider & Doris M Schneider of Denton, Maryland, and the sale price was One Hundred Twenty thousand Dollars, ($ 120,000.

Joseph A. Jackson, Jr.,
Auctioneer.

LAW OFFICES
PRICE & FOSTER

Assignee's Sale of Valuable Improved Real Estate

Restaurant At Route 404-50
2.367 Commercial Property
Queen Anne's County, Maryland

Under and by virtue of a power of sale contained in a mortgage from Peter Maroulis to Fred Schneider and Doris M. Schneider, his wife, dated February 22, 1978, and recorded in Liber CWC No. 131, folio 646, of the Land Records of Queen Anne's County, said mortgage being assigned to Robert R. Price, Jr., Assignee for collection, default having occurred in the terms of said mortgage. The undersigned assignee will offer at public auction on the premises at Maryland Route 404-50, Queen Anne's County, Maryland, at the hour of 11:00 A.M., E.S.T. on

Thursday, Jan. 29, 1981

the following described real estate, to wit:

ALL that lot or parcel of ground, situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, fronting on U.S. Route No. 50 and Route No. 404, more particularly described in accordance with a survey and plat entitled "Mary T. Murphy Lands," dated August, 1966, by William R. Nuttle, surveyor, a plat of which is filed in Liber CWC No. 23, folio 673, of the Land Records of Queen Anne's County.

BEGINNING for the same at an iron pipe on the Northeast side of Md. Rte. No. 404 (20' from the centerline), said point being the southwest corner of the herein described lands and the Southeast corner of the lands of Holton E. Rhodes; and running, thence, by and with said Rhodes lands along a line 10' Southeast of the centerline of an Eastern Shore Public Service Co. power line, N 09° 20' 30" E - 312.42' to an iron pipe; thence, still by and with said Rhodes lands S 80° 44' 30" E - 306.37' to an iron pipe on the Westerly right of way line of U.S. Rte. No. 50; thence, by and with the right of way line of Rte. No. 50 as shown on SRC Plat 7730 the four following courses and distances: (1) S 09° 15' 30" W - 306.09' to an iron pipe, (2) S 57° 19' 40" W - 81.21' to an iron pipe, (3) N 66° 59' 30" W - 113.19' to an iron pipe, and (4) S 23° 00' 30" W - 12.00' to an iron pipe and the Northeast side of Md. Rte. No. 404; thence, by and with the Northeast side of said Road N 66° 59' 30" W - 137.52' to the place of beginning. Containing in all 2.367 acres of land, more or less.

SUBJECT NEVERTHELESS, to a right of way from Mary T. Murphy et al, to The Eastern Shore Public Service Company of Maryland, dated July 25, 1950, and recorded in Liber TSP No. 48, folio 135, and right of way for one pole recorded in Liber CWC No. 41, folio 102. AND ALSO SUBJECT to the Denial of Access, as set forth on State Road Plat No. 7730.

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.

IMPROVEMENTS: Large brick front restaurant building "T/A Oyster Bay", 24 ft. by 142 ft., including all fixtures therein, also a 50 ft. by 20 ft. mobile home.

TERMS OF SALE: The Purchaser shall be required to pay ten percent (10%) of the purchase price in cash or by certified check on the date of sale, the balance to be paid within ten (10) days of the ratification of the sale by the Circuit Court of Queen Anne's County, and to bear interest at ten percent (10%) from the day of sale to day of settlement, or all cash on the day of sale, as the Purchaser may elect.

FULL POSSESSION will be given to the Purchaser upon ratification of the sale and payment of the purchase price.

TAXES AND ALL OTHER ASSESSMENTS AND CHARGES will be adjusted to date of final settlement. All transfer expenses, including deed, title examination, documentary stamps, transfer tax, recording costs and notary fees to be paid by the Purchaser.

At the time and place of sale the Purchaser will be required to make affidavit as required by Rule BW013 of the Maryland Rules of Procedure.

Robert R. Price, Jr., Assignee
103 Lawyer's Row
Centreville, Maryland 21617
Telephone: 301 758 1660

[illegible]

ROBERT R. PRICE, JR., :
103 Lawyer's Row
Centreville, Md. 21617

Assignee :

vs. :

PETER MAROULIS
GEORGE RIGAS and
MARINA RIGAS, His wife,

Mortgagors :

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 6807

AFFIDAVIT OF PURCHASER

STATE OF MARYLAND)
) TO WIT:
COUNTY OF Queen Anne's)

I HEREBY CERTIFY, that on this 29th day of Jan., 1981, before me, the Subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Fred H. Schneider & Dora Schneider, Purchaser at the foreclosure sale of this Cause and being duly authorized so to do, made oath in due form of law:

1. That they purchased all that lot, parcel or tract of land with improvements described in the Advertisement of Sale in this Cause, as principal and not as agent for anyone, that no others are interested in said sale as principal or principals, and that they, did not directly or indirectly discourage anyone from bidding on said property.

WITNESS my hand and Notarial Seal.

Nancy D. Collier
Notary Public
My commission expires:7-1-82

Fred Schneider

Dora Schneider

Purchaser

LAW OFFICES
PRICE & FOSTER

Assignee's Sale of Valuable Improved Real Estate

Restaurant At Route 404-50
2.367 Commercial Property
Queen Anne's County, Maryland

Under and by virtue of a power of sale contained in a mortgage from Peter Marouhs to Fred Schneider and Doris M. Schneider, his wife, dated February 22, 1978, and recorded in Liber CWC No. 131, folio 646, of the Land Records of Queen Anne's County, said mortgage being assigned to Robert R. Price, Jr., Assignee for collection, default having occurred in the terms of said mortgage. The undersigned assignee will offer at public auction on the premises at Maryland Route 404-50, Queen Anne's County, Maryland, at the hour of 11:00 A.M., E.S.T. on

Thursday, Jan. 29, 1981

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BEGINNING for the same at an iron pipe on the Northeast side of Md. Rte. No. 404 (20' from the centerline), said point being the southwest corner of the herein described lands and the Southeast corner of the lands of Holton E. Rhodes; and running, thence, by and with said Rhodes lands along a line 10' Southeast of the centeline of an Eastern Shore Public Service Co. power line, N 09° 20' 30" E - 312.42' to an iron pipe; thence, still by and with said Rhodes lands S 80° 44' 30" E - 306.37' to an iron pipe on the Westerly right of way line of U.S. Rte. No. 50; thence, by and with the right of way line of Rte. No. 50 as shown on SRC Plat 7730 the four following courses and distances: (1) S 09° 15' 30" W - 306.09' to an iron pipe, (2) S 57° 19' 40" W - 81.21' to an iron pipe, (3) N 66° 59' 30" W - 113.19' to an iron pipe, and (4) S 23° 00' 30" W - 12.00' to an iron pipe and the Northeast side of Md. Rte. No. 404; thence, by and with the Northeast side of said Road N 66° 59' 30" W - 137.52' to the place of beginning. Containing in all 2.367 acres of land, more or less.

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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.

IMPROVEMENTS: Large brick front restaurant building "T/A Oyster Bay", 24 ft. by 142 ft., including all fixtures therein, also a 50 ft. by 20 ft. mobile home.

TERMS OF SALE: The Purchaser shall be required to pay ten percent (10%) of the purchase price in cash or by certified check on the date of sale, the balance to be paid within ten (10) days of the ratification of the sale by the Circuit Court of Queen Anne's County, and to bear interest at ten percent (10%) from the day of sale to day of settlement, or all cash on the day of sale, as the Purchaser may elect.

FULL POSSESSION will be given to the Purchaser upon ratification of the sale and payment of the purchase price.

TAXES AND ALL OTHER ASSESSMENTS AND CHARGES will be adjusted to date of final settlement. All transfer expenses, including deed, title examination, documentary stamps, transfer tax, recording costs and notary fees to be paid by the Purchaser.

At the time and place of sale the Purchaser will be required to make affidavit as required by Rule BW3 of the Maryland Rules of Procedure.

Robert R. Price, Jr., Assignee
103 Lawyer's Row
Centreville, Maryland 21617
Telephone: 301 758 1866

Centreville, Md. Jan 30 19 81

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 3 successive weeks before the 29 day of Jan. 1981. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 14 day of January 1981, and the last insertion on the 28 day of January 1981.

Publishers, Record Observer

Per Carolyn Dyer

Assignee's Sale

of

Valuable Improved Real Estate

Restaurant At Route 404-50

2.357 Commercial Property

Queen Anne's County, Maryland

Under and by virtue of a power of sale contained in a mortgage from Peter Maroulis to Fred Schneider and Doris M. Schneider, his wife, dated February 22, 1978, and recorded in Liber CWC No. 131, folio 648, of the Land Records of Queen Anne's County, said mortgage being assigned to Robert R. Price, Jr., Assignee for collection, default having occurred in the terms of said mortgage. The undersigned assignee will offer at public auction on the premises at Maryland Route 404-50, Queen Anne's County, Maryland, at the hour of 11:00 A.M., E.S.T. on

Thursday, Jan. 29, 1981

the following described real estate, to wit:

ALL that lot or parcel of ground, situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, fronting on U.S. Route No. 50 and Route No. 404, more particularly described in accordance with a survey and plat entitled "Mary T. Murphy Lands," dated August, 1966, by William R. Nuttle, surveyor, a plat of which is filed in Liber CWC No. 23, folio 673, of the Land Records of Queen Anne's County.

BEGINNING for the same at an iron pipe on the Northeast side of Md. Rte. No. 404 (20' from the centerline), said point being the southwest corner of the herein described lands and the Southeast corner of the lands of Holton E. Rhodes; and running, thence, by and with said Rhodes lands along a line 10' Southeast of the centerline of an Eastern Shore Public Service Co. power line, N 09° 20' 30" E - 312.42' to an iron pipe; thence, still by and with said Rhodes lands S 80° 44' 30" E - 306.37' to an iron pipe on the Westerly right of way line of U.S. Rte. No. 50; thence, by and with the right of way line of Rte No. 50 as shown on SRC Plat 7730 the four following courses and distances: (1) S 09° 15' 30" W - 306.09' to an iron pipe, (2) S 57° 19' 40" W - 81.21' to an iron pipe, (3) N 69° 50' 30" W - 113.19' to an iron pipe, and (4) S 23° 00' 30" W - 12.00' to an iron pipe and the Northeast side of Md. Rte. No. 404; thence, by and with the Northeast side of said Road N 66° 59' 30" W - 137.52' to the place of beginning. Containing in all 2.357 acres of land, more or less.

SUBJECT NEVERTHELESS, to a right of way from Mary T. Murphy et al, to The Eastern Shore Public Service Company of Maryland, dated July 25, 1950, and recorded in Liber TSP No. 43, folio 135, and right of way for one pole recorded in Liber CWC No. 41, folio 102. AND ALSO SUBJECT to the Denial of Access, as set forth on State Road Plat No. 7730.

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.

IMPROVEMENTS: Large brick front restaurant building "T/A Oyster Bay", 24 ft. by 142 ft., including all fixtures therein, also a 50 ft. by 20 ft. mobile home.

TERMS OF SALE: The Purchaser shall be required to pay ten percent (10%) of the purchase price in cash or by certified check on the date of sale, the balance to be paid within ten (10) days of the ratification of the sale by the Circuit Court of Queen Anne's County, and to bear interest at ten percent (10%) from the day of sale to day of settlement, or all cash on the day of sale, as the Purchaser may elect.

FULL POSSESSION will be given to the Purchaser upon ratification of the sale and payment of the purchase price.

TAXES AND ALL OTHER ASSESSMENTS AND CHARGES will be adjusted to date of final settlement. All transfer expenses, including deed, title examination, documentary stamps, transfer tax, recording costs and notary fees to be paid by the Purchaser.

At the time and place of sale the Purchaser will be required to make affidavit as required by Rule BR6b3 of the Maryland Rules of Procedure.

Robert R. Price, Jr., Assignee
103 Lawyer's Row
Centreville, Maryland 21617
Telephone: 301-758-1660

RO-1-14-3-029

LIBER 13 PAGE 138

ORDER NISI ON SALE

ROBERT R. PRICE, JR., Assignee vs. PETER MARCULIS GEORGE RIGAS and MARINA RIGAS, his wife	In the Circuit Court for Queen Anne's County In Equity Cause No. 6807

ORDERED, this 30th day of January, 1981, that the sale of the real property, made and reported in this cause by Robert R. Price, Jr., Assignee, be ratified and confirmed, on or after the 2nd day of March, 1981, 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 February, 1981.

The report states the amount of sales to be $120,000.00.

Marguerite H. Mankin Clerk

Filed January 30, 1981

ROBERT R. PRICE, JR. Assignee	*	IN THE
	*	CIRCUIT COURT
vs.		FOR
	*	QUEEN ANNE'S COUNTY
PETER MAROULIS, GEORGE RIGAS and MARINA RIGAS, his wife	*	IN EQUITY 6807

* * * * *

ACKNOWLEDGEMENT OF NOTICE

I, Peter Maroulis, do hereby acknowledge that I was personally notified by Robert R. Price, Jr., Trustee, on January 15, 1981, of the time, place and terms of sale in the above set forth matter, and that I did attend said sale.

Peter Maroulis
Peter Maroulis

AFFIDAVIT OF SERVICE

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

I HEREBY CERTIFY, that on this 3RD day of March, 1981, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ROBERT R. PRICE, JR., Assignee, in the above cause and made oath in due form of law that on January 15, 1981 he did personally give to Peter Maroulis a copy of the advertisement of sale published in this matter.

Lacky J. Johnson
Notary Public

My commission expires: 7/1/82

LAW OFFICES
PRICE & FOSTER

RECEIVED
CLERK, CIRCUIT COURT
1981 MAR -3 PM 2:52
QUEEN ANNE'S COUNTY

LIBER 13 PAGE 140

Centreville, Md. Mar. 3 19 81

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 19 day of February 19 81. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 4 day of February 19 81, and the last insertion on the 18 day of February 19 81.

Publishers, Record Observer

Per Carolyn Dyer

ORDER NISI
ON SALE
ROBERT R. PRICE, JR.
Assignee
vs.
PETER MAROULIS
GEORGE RIGAS and
MARINA RIGAS,
his wife
In the
Circuit Court
for
Queen Anne's
County
In Equity
Cause No. 6007

ORDERED, this 30th day of January, 1981, that the sale of the real property, made and reported in this cause by Robert R. Price, Jr., Assignee, be ratified and confirmed, on or after the 2nd day of March, 1981, 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 February, 1981.

The report states the amount of sale to be $120,000.00.

Marguerite W. Mankin
Clerk

Filed
January 30, 1981
TRUE COPY, TEST:
MARGUERITE W. MANKIN,
Clerk
By: Betty M. Comegys
Deputy Clerk

RO2-4-3t-052

RECEIVED
CLERK, CIRCUIT COURT
1981 MAR -3 PM 2:52
QUEEN ANNE'S COUNTY

ROBERT R. PRICE, JR. Assignee	*	IN THE
	*	CIRCUIT COURT
vs.		FOR
	*	QUEEN ANNE'S COUNTY
PETER MAROULIS, GEORGE RIGAS and MARINA RIGAS, his wife	*	IN EQUITY
Mortgagors		No. 6807

* * * * *

FINAL ORDER OF RATIFICATION OF SALE

It is ORDERED, by the Circuit Court for Queen Anne's County, this 5th day of March, 1981, that the sale of real estate made and reported in this cause by Robert R. Price, Jr., Assignee, be and the same is hereby ratified and confirmed, no cause to the contrary thereof having been shown although due notice thereof appears to have been given as required by the preceding Order Nisi and the said Assignee of the mortgage is to be allowed the usual commission and such proper expenses as he shall produce vouchers therefor to the Auditor.

K. Thomas Evernham
JUDGE

RECEIVED
CLERK, CIRCUIT COURT
1981 MAR -5 PM 1:11
QUEEN ANNE'S COUNTY

ROBERT R. PRICE, JR.
Assignee

vs.

PETER MAROULIS, et al.
Mortgagors

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
No. 6807

TO THE HONORABLE, THE JUDGE OF SAID COURT:

1. That this Account is stated at the request of Robert R. Price, 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 $12,073.78.

2. That in the within account Robert R. Price, Jr., Assignee and vendor, is charged with the proceeds of sale made by him; and he is allowed thereafter his counsel fee per mortgage, his commissions for making said sale, the several court costs, the bond premium, the advertising costs, the auctioneer's fee, certified mail fees, Notary Public fees, the fee and expenses of your Auditor, and the balance was credited toward the principal and interest indebtedness.

July 17, 1981

J. Thomas Clark, Auditor

FILED
JUL 17 1981
CIRCUIT COURT
QUEEN ANNE'S CO.

CAUSE NO. 6807

The sale of land reported in this cause by Robert R. Price, Jr., Assignee and vendor, to sell and convey the land in this suit.

Dr.

1981 Jan. 29	By proceeds of sale of land, per report of said vendor------	$120,000.00

Cr.

To Robert R. Price, Jr., for counsel fee, per terms of mortgage, the sum of		$ 500.00
To Robert R. Price, Jr., his commissions for making said sale		6,150.00
To do., for an amount paid Marguerite W. Mankin, Clerk, for advanced filing fee, per receipt exhibited, the sum of		60.00
To do., for an amount paid Marguerite W. Mankin, Clerk, for recording of assignment, per receipt exhibited, the sum of		6.00
To do., for amounts due Marguerite W. Mankin, Clerk, for: 1-Appearance fee---------- 2-Clerk's additional--------	$10.00 127.50	137.50
To do., for an amount paid W. M. Freestate & Son, Inc., for the bond premium in this cause, per receipt exhibited, the sum of		520.00
To do., for amounts paid Queen Anne's Record-Observer, for advertising sale and Order Nisi on sale, per receipts exhibited, the sum of		214.15
To do., for an amount paid Joseph A. Jackson, Jr., Auctioneer, for crying said sale, the sum of		200.00
To do., for an amount due Robert R. Price, Jr., for certified mail notices, per receipt exhibited, the sum of		1.40

July 17, 1981

J. Thomas Clark

J. Thomas Clark, Auditor

To do., for amounts due Robert R. Price, Jr., for Notary Public fees, per receipts exhibited, the sum of		$ 6.00	
To J. Thomas Clark, Auditor, for: 1-Stating this account------$45.00 2-Notifying parties--------- 15.00		60.00	
To Fred Schneider and Doris M. Schneider, his wife, for partial payment on principal and interest, in the amount of $121,278.73, per Statement Of Mortgage Indebtedness, plus interest to 60 days after date of sale in the sum of $ $2,940.00, for a total debt of $124,218.73, the balance or the sum of		112,144.95	
		$120,000.00	$120,000.00

July 17, 1981

J. Thomas Clark

J. Thomas Clark, Auditor

ROBERT R. PRICE, JR.
Assignee

vs.

PETER MAROULIS, et al.
Mortgagors

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 6807

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on July 17, 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:

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

Fred Schneider and
Doris M. Schneider
Rt. 2, Box 10H
Denton, MD 21629

George Rigas and
Marina Rigas
2112 Owend Road
Owen Hill, Md.
Washington, D.CC. 20021

Peter Maroulis
c/o Charcoal Pit
Easton Plaza Shopping Center
Easton, MD 21601

Pursuant to Md. rule 595, Maryland Rules of Procedure I notified each of them that said account was filed on July 17, 1981, with the Clerk of the Circuit Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before August 3, 1981, and if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on August 4, 1981.

July 17, 1981

J. Thomas Clark

J. Thomas Clark, Auditor

FILED

JUL 17 1981

CIRCUIT COURT
QUEEN ANNE'S CO.

ROBERT R. PRICE, JR., Assignee	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6807
PETER MAROULIS, et al.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 17th day of July, 19 81, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 4th day of August, 19 81, unless cause to the contrary thereof be previously shown; provided notice is given in manner provided by Maryland Rule 595 g to persons entitled thereto.

Marguerite H. Markin Clerk

Filed July 17, 1981

ORIGINAL TO COURT

Robert R. Price, Jr.
Assignee

vs.

PETER MAROULIS, et al.
Mortgagors

IN THE CIRCUIT COURT FOR

QUEEN ANNE, S COUNTY

IN EQUITY

No. 6807

EXCEPTIONS TO AUDIT

We, George Rigas and Marina Rigas hereby take EXCEPTION to the Audit herein, and further say that:

Mr Robert Price Jr. was the Attorney for both Fred and Doris Schneider, original owners of the property foreclosed, and also Attorney for Peter Maroulis, the maker of the note and Mortgage involved in the matter herein, which appears to us to be a conflict of interest and very unethical.

That Mr Price did NOT make the sale, said sale was made by Mr Joseph A. Jackson, Jr who charged a fee of $200.00 for making said sale; That the sum of $6,150.00 claimed by Mr Price for less than one hours time is most unreasonable and he is not entitled to it. Mr Price also claims Attorney's Fee of $500.00 in the same transaction.

There is no explanation by Mr Price as to the basis for claiming $6,150.00 for commission for making the sale (which he did not make) nor what services was rendered for $6,150.00, which sum is most unreasonable and excessive even if he did render some services, being that he also charged $500.00 for the same transaction.

George Rigas

2112 OWENS RD
OXON HILL MD 20021

Marina Rigas

We certify that copies of the above Exception were mailed by U.S. First Class Mail on 31 day of July, 1981 to Fred & Doris Schneider Rt. 2, Box 10 H, Denton, Md. 21629 and Peter Maroulis % Charcoal Pit, Easton Plaza Shopping Center, Easton, Md. 21601.

George Rigas

CLERK OF CIRCUIT COURT
1981 JUL 31 AM 9:06
QUEEN ANNE'S COUNTY

Marina Rigas

I, Robert R. Price, Jr. acknowledge receipt of copy of the above Exceptions this 31 July, 1981.

Robert R. Price, Jr.

ROBERT R. PRICE, JR. Assignee	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
PETER MAROULIS, et al. Mortgagor	*	QUEEN ANNE'S COUNTY
	*	EQUITY NO. 6807

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

ANSWER TO EXCEPTIONS TO AUDIT

1. That the prior representation by Mr. Price of Fred and Doris Schneider and Peter Maroulis is not unethical or a conflict of interest to George Rigas and Marina Rigas as their default in the mortgage is admitted and no exceptions were stated as to conduct of the sale or the price received.

2. The commissions and attorney fees allowed by the auditor are in compliance with Rule BR8 (a) and (c) of the Second Judicial Circuit of Maryland.

Having answered said Exception to Audit the Assignee requests it be dismissed and a final order of ratification be executed by the Clerk.

Respectfully submitted

Robert R. Price, Jr.

Robert R. Price, Jr., Assignee
103 Lawyer's Row
Centreville, Maryland 21617
(301) 758-1660

I HEREBY CERTIFY that a copy of the aforegoing Answer to Exceptions to Audit was mailed to George Rigas and Marina Rigas at 2112 Owens Road, Oxon Hill, Md., Washington, D. C. 20021, on August 5th, 1981.

Robert R. Price, Jr.

CLERK'S OFFICE
1981 AUG 10 AM 11:56
QUEEN ANNE'S COUNTY

ROBERT R. PRICE, JR.	*	IN THE
Assignee	*	CIRCUIT COURT
	*	OF MARYLAND
VS.	*	FOR
PETER MAROULIS, et al	*	QUEEN ANNE'S COUNTY
Mortgagors	*	EQUITY NO. 6807

* * * * * * * * *

MOTION FOR CONTINUANCE

Comes now, the Mortgagors, by and through counsel, Michael P. Darrow, and Hillman, Brown & Darrow and prays this Honorable Court for a postponement for the scheduled Hearing for September 15, 1981, on Exceptions to Audit and states as cause therefore as follows:

1. That the Mortgagors represented themselves in pro se and filed exceptions to the audit in the above captioned case.

2. That this Honorable Court scheduled a Hearing for September 15, 1981 in the Circuit Court of Maryland for Queen Anne's County.

3. That since that date of filing Exception, the Mortgagors have retained counsel to represent them at the Hearing. Counsel has a previously scheduled Hearing for that date, and has several open dates in the month of September and is available to argue the Exceptions at that time.

WHEREFORE, Mortgagors pray this Honorable Court to postpone the Hearing to the next earliest possible date.

Motion granted this 9th day of September 1981 with consent of Plaintiff. Reset for Tuesday 29 Sept. 1981 at 9:30 A.M.
Clayton C. Carter
Judge

HILLMAN, BROWN & DARROW

Michael P. Darrow
75 Franklin Street
Annapolis, Maryland 21401-2781
263-3131 / 269-5555
Attorney for Mortgagor, George Rigas

HILLMAN, BROWN & DARROW
Attorneys-at-Law
Post Office Box 668
Annapolis, Maryland 21404
(301) 263-3131

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that a copy of the aforegoing Motion for Continuance was mailed, first class to Robert R. Price, Esquire, 103 Lawyers' Row, Centreville, Maryland 21617, 9/8/81.

Michael P. Darrow

RECEIVED
CLERK, CIRCUIT COURT
1981 SEP -9 AM 9:29
QUEEN ANNE'S COUNTY

LIBER 13 PAGE 150

ROBERT R. PRICE, JR., Assignee	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6807
	*	
PETER MAROULIS, et al.	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 29th day of September, 1981, by the Court that the account of the Auditor is finally ratified and confirmed, and Robert R. Price, Jr., Assignee/~~Trustee~~, is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Marguerite H. Mankin Clerk

Filed September 29, 1981

E-116—1M—3-71.

PETITION FOR SALE OF PROPERTY

Admiral-Builders Savings and Loan Assn.
7699 Harford Road
Baltimore, Maryland 21234

Vs.

J. Gerard Kochen
501 2nd Avenue, S.W.
Glen Burnie, Maryland 21061
and
Rickey A. Sargent
1320 Argyll Drive
Arnold, Maryland 21012

Docket _____ Folio _____
Case No. 6936
Filed _____

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY, IN EQUITY

To the Honorable, the Judge of said Court:

JUL 20-81 * 24643 *****60 00
JUL 20-81 A 524643 *****60 00

The petition of the plaintiff respectfully represents

That on the 20th day of April 1978 A.D. the defendants Executed and delivered to Admiral-Builders Savings and Loan Association a mortgage upon certain fee simple property in Queen Anne's County, therein described, to secure the payment of the mortgage debt of $64,000 and interest as therein mentioned, wherein said mortgagor s assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after and default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

And Whereas, a default has occurred in said Mortgage.

And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

CLERK'S OFFICE
1981 JUL 20 AM 10: 59
QUEEN ANNE'S COUNTY

Robert J. Neubauer
Attorney for Plaintiff

Robert J. Neubauer
602-03 Keyser Building
Calvert and Redwood Streets
Baltimore, Maryland 21202
727-3133

DOCUMENT NO. 92,920 LIBER 13 PAGE 152 NEA

This Purchase Money Mortgage, Made this 20th day of April, in the year one thousand nine hundred and seventy-eight ---------, between J. GERARD KOCHEN and RICKEY A. SARGENT ----------

whose post office address is 650 Ritchie Highway, Severna Park, Maryland 21146, ----------

Mortgagor, and ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, whose post office address is Harford Road, Baltimore, Maryland 21234, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of SIXTY-FOUR THOUSAND AND 00/100 ----------Dollars, ($64,000.00 --------) receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of ten per centum (10 %) per annum in the manner following:

By the payment of Five Hundred Sixty-One and 92/100 ---------- Dollars ($ 561.92 --------), commencing on the first day of June, 1978, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum. The entire balance of principal plus interest due thereon shall be fully due and payable on the first day of May, 1988.

The due execution of this Mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar ($1.00), the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all lot(s) of ground situate and lying in Queen Anne's County ----------, in the State of Maryland, and described as follows:

ALL that lot or parcel of ground, situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, being known and designated as Lot No. 54, Queen Anne's on the Wye, as more particularly set forth and shown on a plat entitled, "Map Showing Survey of a Tract of Land in Piney Neck called Crowder's Farm, Schiffer's Farm or Bryan's Farm, Also Subdivision of Waterfront Areas for Monumental Corporation, District No. 5, Queen Anne's County, Maryland," by Shew and Bartlett, registered surveyors, dated February 8, 1955, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 21, folio 95, and in Plat Book T.S.P. No. 1, folio 30.

BEING the same lot or parcel of ground described in a Deed of even date herewith and recorded or intended to be recorded among the Land Records of Queen Anne's County prior hereto from Bertram L. Parr and Anne S. Parr, his wife, to the Mortgagors herein.

MORTGAGOR expressly represents and warrants that the loan to be secured by this Mortgage is being obtained for the sole purpose of a business or commercial investment within the meaning of Section 1 (7) of Chapter 453 of the Acts of Maryland, 1968, and Mortgagor further warrants that all loan proceeds will be used for said business or commercial investment purpose.

RECEIVED
CLERK. CIRCUIT COURT
1978 APR 26 PM 2:46
QUEEN ANNE'S COUNTY

APR 26-78 * 23673 *****12 00
APR 26-78 A 23673 *****12 00

AND WHEREAS, this Mortgage shall also secure future advances as presently provided for under Article 21 of the Annotated Code of Maryland or any supplements, amendments or additions thereto.

TOGETHER with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

"PETITIONER'S EXHIBIT NO. 1"

LIBER 134 PAGE 221

To Have And To Hold the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, **in fee simple.**

Provided, however, if the said Mortgagor, his heirs, personal representatives, or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this Mortgage shall be void.

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenants with the said Mortgagee, as follows: (1) That together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor covenants and agrees to pay, in addition thereto when legally due and payable, all taxes, water rent, ground rent (if any), mortgage guarantee and hazard insurance premiums, public dues and assessments of every kind whatsoever, including metropolitan district charges, condominium and community association charges, and any other charges levied or assessed for which the property hereby mortgaged may become liable and to exhibit to the Mortgagee receipts for such payment prior to the date they would become delinquent, overdue or in arrears; failure to pay any of the aforementioned charges when legally due shall constitute a default hereunder and at the option of the Mortgagee, its successors and assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may without notice to the Mortgagor institute proceedings to foreclose this mortgage. Notwithstanding anything to the contrary, Mortgagee, its successors and assigns, in the event the Mortgagor fails to pay any of the aforementioned charges when legally due, may at its option pay the same and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of interest hereinabove specified from the date of said payment and the said Mortgagee, its successors and assigns, shall have a lien hereunder on said premises for the amount so paid together with said interest thereon, so that the same shall become additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for foreclosure of the same; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors and assigns, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee, its successors or assigns, to the extent necessary to protect its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; (4) to pay all ground rent, taxes, water rent, insurance, public dues and assessments, condominium and community association charges of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor, his heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor, his heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty (30) days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; ~~(7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership~~ or corporation, other than the Mortgagor, by voluntary or involuntary ~~grant or assignment~~, or in any other manner without the Mortgagee's ~~written consent, or~~ should the same be encumbered by the Mortgagor, his heirs, ~~personal~~ representatives and assigns, without the Mortgagee's written consent, ~~then the whole of said principal sum shall immediately become due and owing as herein provided~~; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty (30) days, or after default in the performance of any of the aforegoing covenants or conditions for thirty (30) days. While this loan may be prepaid, in whole or in part at any time, if during the first three (3) mortgage years aggregate prepayment between any two anniversary dates exceeds one-third of the original principal amount of the loan, two (2) months' advance interest on such excess prepayment, at the rate specified in this Mortgage, may be charged by the Mortgagee. From time to time, for the purposes of the preceding sentence, the phrase "original principal amount of the loan" shall mean the amount originally advanced less aggregate sums (if any) theretofore required to be paid to Mortgagee as a condition for the release of a portion or portions of the mortgaged property from the lien of this Mortgage; provided, however, if this mortgage secures a mortgage on residential real estate for non-business purposes securing the repayment of interest in excess of 8 per cent (8%), there shall be no prepayment penalty charged in the event said loan is prepaid in whole or in part; (9) to pay a late charge not to exceed the greater of Two Dollars ($2.00) or five per cent (5%) of the total amount of any delinquent or late periodic installment of interest and principal which is received at the office of the Mortgagee more than fifteen (15) calendar days after the due date thereof to cover the extra expense involved in handling delinquent payments; (10) in the event that this mortgage is granted to the Mortgagor on the condition and understanding

that there shall be carried mortgage guaranty insurance from the Mortgage Guaranty Insurance Corporation, or such other mortgage guaranty insurer that Mortgagee may select, it is agreed that Mortgagee may, at any time during the mortgage term, and in its discretion, apply for and purchase such mortgage guaranty insurance and may apply for renewal of such mortgage guaranty insurance coverage covering this mortgage and pay premiums due by reason thereof, and require repayment by the Mortgagor of such amounts as are advanced by the Mortgagee, in accordance with the provisions of (1) of the aforegoing covenants and conditions, and in the event such insurance is placed on a single premium plan, the Mortgagor hereby agrees to repay the Mortgagee for such amount so advanced by the Mortgagee for such single premium.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, his heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

223

AND the said Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided) under the provisions of Article 21 of the Annotated Code of Maryland, or any supplements, amendments or additions thereto, or this mortgage may be foreclosed by the said Mortgagee, its successors or assigns, or by its duly constituted Attorney or Agent, under any other General or Local Law or Rule of the State of Maryland relating to Mortgages; and upon sale of said property under the powers herein granted, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of $ 640.00 ---------- and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the City or County aforesaid; (2) To the payment of all claims of said Mortgagee, its successors or assigns, under this Mortgage, whether the same shall have matured or not, including interest thereon until final ratification of the auditor's account, and (3) The surplus (if any there be), to the said Mortgagor, his personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions, all attorneys fees and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The said Mortgagor covenants that he will warrant specially the property hereby mortgaged, and that he will execute such further assurances as may be requisite. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

The Mortgagor by execution of this instrument certifies that prior to such execution he has received both a fully executed agreement as to the contractual rate of interest and a loan disclosure statement in connection with this loan as required by Article 49 of the Annotated Code of Maryland.

WITNESS the hand(s) and seal(s) of the said Mortgagor(s).

WITNESS:

Maryann Piezonki — J. Gerard Kochen (SEAL)
J. GERARD KOCHEN

as to both — Rickey A. Sargent (SEAL)
RICKEY A. SARGENT

_____ _____ (SEAL)

_____ _____ (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 20th day of April, in the year one thousand nine hundred and seventy- eight ---, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared J. Gerard Kochen and Rickey A. Sargent, ----------, Mortgagor(s) named in the foregoing Mortgage, and acknowledged the same to be their act.

At the same time also appeared ROBERT J. NEUBAUER, Agent of ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION, the within named Mortgagee, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth; that the loan sum secured hereby has been paid over and disbursed by the within named Mortgagee unto the within named Mortgagor(s) or the person responsible for the disbursement of funds in the closing transaction or their respective agent at a time not later than the final and complete execution and delivery of this mortgage by the Mortgagor; and, he further made oath that he is the agent of ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION, and as such duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

Maryann Piezonki
Notary Public

My Commission Expires: July 1st, 1978.

MARYANN PIEZONKI NOTARY PUBLIC BALTIMORE CITY, MD.

E-118—1M—7-66

Admiral-Builders Savings and Loan Assn.
7699 Harford Road
Baltimore, Maryland 21234

VS.

J. GERARD KOCHEN
501 2nd Avenue, S.W.
Glen Burnie, Maryland 21061
and
Rickey A. Sargent
1320 Argyll Drive
Arnold, Maryland 21012

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

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Admiral-Builders Savings and Loan Association

under the mortgage from J. Gerard Kochen and Rickey A. Sargent

to Admiral-Builders Savings and Loan Association

dated the 20th day of April, 1978, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 134 Folio 221

Unpaid principal balance:	$62,808.67
Interest through August 30th, 1981:	2,093.73
Late Charges through July 30th, 1981:	56.20
Total Due:	$64958.60

Admiral-Builders Savings and Loan Assn.
By: Walter R. Klohr
Walter R. Klohr, Jr., President

STATE OF MARYLAND, CITY OF BALTIMORE Set.

I HEREBY CERTIFY, that on this 15th day of July in the year nineteen hundred and eighty-one, before me, the subscriber a Notary Public of the State of Maryland, in and for said City of Balto. personally appeared Walter R. Klohr, Jr., President of Admiral-Builders Savings and Loan Association,

the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

MARYANN PIEZONKI NOTARY PUBLIC BALTIMORE CITY, MD.

Maryann Piezonki
Notary Public

LIBER 13 PAGE 155

LIBER 13 PAGE 156

Admiral-Builders Savings and Loan Assn.
7699 Harford Road
Baltimore, Maryland 21234
Plaintiff

VS.

J. Gerard Kochen
501 2nd Avenue, S.W.
Glen Burnie, Maryland 21061 and
Rickey A. Sargent
1320 Argyll Drive
Arnold, Maryland 21012
Defendant

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

Docket No._____, Folio_____

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE To Wit:

I HEREBY CERTIFY, that on the 15th day of July, 19 81, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, Md. personally appeared Walter R. Klohr, Jr., President of Admiral-Builders Savings and Loan Association and made oath, in due form of law, that he knows the Defendant (s) herein and that to the best of his information, knowledge and belief;

(1) Said Defendant is not in the Military Service of the United States of America;

(2) Said Defendant is not in the Military Service of any Nation allied with the United States of America;

(3) Said Defendant has not been ordered to report for induction under the Selective Training and Service Act;

(4) Said Defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for Military Service.

MARYANN PIEZONKI NOTARY PUBLIC BALTIMORE CITY, MD.

Maryann Piezonki
Notary Public

Walter R. Klohr
Affiant
Walter R. Klohr, Jr.

E-117—2M—7-69.

Decree in Circuit Court for Queen Anne's Co.

Admiral-Builders Savings and Loan Assn.
7699 Harford Road
Baltimore, Maryland 21234

Vs.

J. Gerard Kochen
501 2nd Avenue, S.W.
Glen Burnie, Maryland 21061
and
Rickey A. Sargent
1320 Argyll Drive
Arnold, Maryland 21012

DOCKET..... FOLIO.....

CASE NO. .....

FILED .....

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY, IN EQUITY

.....TERM, 19...

DECREE FOR SALE OF MORTGAGED PREMISES

The Petition and Exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It Is Thereupon, This ..... day of July, in the year nineteen hundred and eighty-one, by the Circuit Court of Queen Anne's County, ADJUDGED, ORDERED AND DECREED, that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Robert J. Neubauer be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof in the penalty of Sixty-Four Thousand and 00/100 Dollars, conditioned for the faithful performance of the trust reposed by this decree, or to be reposed by any future Decree or Order in the premises. The Trustee shall then proceed to make the said sale, having given notice by advertisement, inserted in such weekly newspaper or newspapers published in Queen Anne's County at least once in each week for three successive weeks, the first such publication to be not less than fifteen days prior to sale and the last such publication to be not more than one week prior to sale, [Md. Rule W 74-2 (i)], of the time, place, manner and terms of sale, which shall be cash, or certified check deposit of $5,000.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of the proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, the property and estate sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

.....
JUDGE

CCC:mfe:7/22/81

LIBER 13 PAGE 158

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION	:	IN THE CIRCUIT COURT
vs.	:	FOR QUEEN ANNE'S COUNTY,
J. GERARD KOCHEN and RICKEY A. SARGENT	:	SITTING IN EQUITY
	:	NO. 6936

DECREE FOR SALE OF MORTGAGED PREMISES

The Petition, Exhibit, Military Affidavit and Statement of Mortgage Debt in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It Is Thereupon, this 22nd day of July, in the year nineteen hundred and eighty-one, by the Circuit Court for Queen Anne's County, Sitting in Equity, ADJUDGED, ORDERED and DECREED, that the mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Robert J. Neubauer be and he is hereby appointed Trustee to make said sale, and that the course and manner of the proceedings shall be as follows: (1) before making a sale of the mortgaged property, (a) he shall file with the Clerk of this Court, a bond to the State of Maryland, approved pursuant to Md. Rule H 2, to abide by any court order which may be made in relation to the sale of the mortgaged property, or the proceeds thereof, and (b) he shall give notice of the time, place and terms thereof by advertisement pursuant to Md. Rule W 74 2 (b); (2) as soon as practicable after any such sale, and in no event more than 30 days after the date thereof, the Trustee shall render to this Court a full and particular account of the proceedings relative to the sale, with an affidavit of the fairness of the sale and of the truth of the report annexed thereto; (3) after complying with Md. Rule BR 6 b. 3. and obtaining the Court's ratification of the sale, and on

CLERK'S OFFICE
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QUEEN ANNE'S COUNTY

payment of the whole purchase money, and not before, the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, the property and estate sold, free, clear and discharged from all claim of the parties hereto and those claiming by, from or under them, or either of them; and (4) the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after the papers in the proceeding have been referred to the Auditor of this Court to state an account, pursuant to Md. Rules W 74 e. and BR 6 b. 5.

Clayton C. Carter
Judge

LIBER 13 PAGE 160

Bond No. MKO 03 41 39 3

Equity Case No. 6936

INSURANCE COMPANY OF NORTH AMERICA

1600 ARCH STREET
PHILADELPHIA
PENNSYLVANIA

Know All Men by These Presents:

That we, Robert J. Neubauer, 602 Keyser Building, Baltimore, Md. 21202, as Principal and INSURANCE COMPANY OF NORTH AMERICA, A BODY CORPORATE, duly incorporated under the laws of the Commonwealth of Pennsylvania, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Sixty-Five Thousand Dollars and No Cents - - - Dollars ($ 65,000.00), 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 5th day of August, in the year of our Lord, one-thousand, nine-hundred and eighty-one.

WHEREAS, the above bounden Robert J. Neubauer

by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Anne's County

has been appointed (Trustee to sell) (XXXXXXX) 203 Cove Road, Queen Anne's County, Maryland

mentioned in the proceedings in the case of Admiral Builders Savings and Loan Association, Plaintiff -vs- J. Gerard Kochen and Rickey A. Sargent, Defendants

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Robert J. Neubauer do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any 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:

Debra Hinbach

Robert J. Neubauer
Robert J. Neubauer

Witness:
Mildred E. Scharf
Mildred E. Scharf

INSURANCE COMPANY OF NORTH AMERICA
By: Ray A. Blyler, Jr.
Ray A. Blyler, Jr.,
Attorney-in-fact

BS-2922 PTD. IN U.S.A.

APPROVED AND BOND FILED 8/6/81

LIBER 1 FOLIO 127

108967

POWER OF ATTORNEY

INSURANCE COMPANY OF NORTH AMERICA

PHILADELPHIA, PA.

Know all men by these presents: That INSURANCE COMPANY OF NORTH AMERICA, a corporation of the Commonwealth of Pennsylvania, having its principal office in the City of Philadelphia, Pennsylvania, pursuant to the following Resolution adopted by the Board of Directors of the said Company on May 28, 1975, to wit:

"RESOLVED, pursuant to Articles 3.6 and 5.1 of the By-Laws, the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

(1) That the President, or any Vice-President, Assistant Vice-President, Resident Vice-President or Attorney-in-Fact, may execute for and in behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Secretary, an Assistant Secretary or a Resident Assistant Secretary and the seal of the Company affixed thereto; and that the President or any Vice-President may appoint and authorize Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact to so execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.

(2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested by the Secretary.

(3) The signature of the President or a Vice-President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a certifying officer and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.

(4) Such Resident Officers and Attorneys-in-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.

(5) The passage of this Resolution does not revoke any earlier authority granted by Resolution of the Board of Directors on June 9, 1953."

does hereby nominate, constitute and appoint VANDERVOORT RAND, RODNEY J. BROOKS, JR., MILDRED E. SCHARF, LUCRETIA PILL and RAY A. BLYLER, JR., all of the City of Baltimore, State of Maryland _____

_____, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof. And the execution of such writings in pursuance of these presents, shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said MICHAEL B. FODOR, Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said **INSURANCE COMPANY OF NORTH AMERICA** this 16th day of February 19 81.

INSURANCE COMPANY OF NORTH AMERICA

(SEAL)

by Michael B. Fodor
MICHAEL B. FODOR Vice-President

STATE OF ILLINOIS
COUNTY OF COOK } ss.

On this 16th day of February, A. D. 19 81, before me, a Notary Public of the STATE OF ILLINOIS in and for the County of COOK came MICHAEL B. FODOR, Vice-President of the **INSURANCE COMPANY OF NORTH AMERICA** to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same; that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of CHICAGO the day and year first above written.

(SEAL)

Dawn Strawbridge
DAWN STRAWBRIDGE Notary Public

My commission expires 5/28/84

I, the undersigned, ~~Assistant~~ Secretary of **INSURANCE COMPANY OF NORTH AMERICA**, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as ~~Assistant~~ Secretary, and affixed the corporate seal of the Corporation, this 5th day of August 19 81.

(SEAL)

James S. Wyllie
JAMES S. WYLLIE ~~Assistant~~ Secretary

BS-15579 Ptd. In U.S.A.

LIBER 13 PAGE 161

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION 7699 Harford Road Baltimore, Maryland 21234	*	IN THE
	*	CIRCUIT COURT
vs.	*	
J. GERARD KOCHEN 501 Seward Avenue, S.W. Glen Burnie, Maryland 21061	*	FOR
	*	QUEEN ANNE'S COUNTY,
and	*	
RICKEY A. SARGENT 1320 Argyll Drive Arnold, Maryland 21012	*	IN EQUITY
	*	No. 6936

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

AFFIDAVIT OF NOTICE

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That before me, the subscriber, a Notary Public of the State of Maryland, personally appeared ROBERT J. NEUBAUER, Attorney for the above named Plaintiff, and made oath in due form of law that he has given notice by certified mail to J. Gerard Kochen and Rickey A. Sargent, Defendant, Mortgagor, at their last known addresses, of the time, place and terms of sale of the property reported herein, in compliance with Rule W 74 a 2 (c) of the Maryland Rules of Procedure; further, that notice by certified mail was also given to First American Bank of Maryland, Suburban Trust Company and W. Calvin Gray, Jr. & Associates, Inc., subordinate Mortgagees, in compliance with Article 81, Section 277 (a) of the Annotated Code of Maryland as repealed and reenacted with amendments effective July 1st, 1981.

Robert J. Neubauer - Affiant
602-03 Keyser Building
Calvert and Redwood Streets
Baltimore, Maryland 21202
727-3133

SUBSCRIBED AND SWORN TO, before me,
this 4th day of August, 1981.

Maryann Piezonki
Notary Public

MARYANN PIEZONKI
NOTARY PUBLIC
BALTIMORE CITY, MD.

My Commission Expires: July 1st, 1982.

CLERK'S OFFICE
1981 AUG -6 AM 9 52
QUEEN ANNE'S COUNTY

ROBERT J. NEUBAUER
ATTORNEY AT LAW
410 KEYSER BUILDING
BALTIMORE, MD. 21202
PHONE: 539-1026

LIBER 3 PAGE 134

Additional Bond No. MKO 03 41 39 3

Equity Case No. 6936

INSURANCE COMPANY OF NORTH AMERICA

1600 ARCH STREET
PHILADELPHIA
PENNSYLVANIA

Equity # 6936

Know All Men by These Presents:

That we, Robert J. Newbauer, 602 Keyser Building, Baltimore, Md. 21202, as Principal and INSURANCE COMPANY OF NORTH AMERICA, A BODY CORPORATE, duly incorporated under the laws of the Commonwealth of Pennsylvania, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty-Four Thousand Dollars and No Cents - - - Dollars ($ 24,000.00), 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 5th day of August, in the year of our Lord, one-thousand, nine-hundred and eighty-one.

WHEREAS, the above bounden Robert J. Neubauer

by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Anne's County

has been appointed (Trustee to sell) ~~XXXXXXX~~ 203 Cove Road, Queen Anne's County, Maryland

mentioned in the proceedings in the case of Admiral Builders Savings and Loan Association, Plaintiff -vs- J. Gerard Kochen and Rickey A. Sargent, Defendants

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Robert J. Neubauer do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any 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:

Robert J. Neubauer

Witness:

Mildred E. Scharf

Mildred E. Scharf

INSURANCE COMPANY OF NORTH AMERICA

By: Ray A. Blyler, Jr.
Attorney-in-fact

APPROVED AND BOND FILED 8/27/81

BS-2922 PTD. IN U.S.A.

LIBER 13 PAGE 163

LIBER 13 PAGE 164

POWER OF ATTORNEY

108965

INSURANCE COMPANY OF NORTH AMERICA

PHILADELPHIA, PA.

Know all men by these presents: That INSURANCE COMPANY OF NORTH AMERICA, a corporation of the Commonwealth of Pennsylvania, having its principal office in the City of Philadelphia, Pennsylvania, pursuant to the following Resolution adopted by the Board of Directors of the said Company on May 28, 1975, to wit:

"RESOLVED, pursuant to Articles 3.6 and 5.1 of the By-Laws, the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

(1) That the President, or any Vice-President, Assistant Vice-President, Resident Vice-President or Attorney-in-Fact, may execute for and in behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Secretary, an Assistant Secretary or a Resident Assistant Secretary and the seal of the Company affixed thereto; and that the President or any Vice-President may appoint and authorize Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact to so execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.

(2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested by the Secretary.

(3) The signature of the President or a Vice-President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a certifying officer and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.

(4) Such Resident Officers and Attorneys-in-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.

(5) The passage of this Resolution does not revoke any earlier authority granted by Resolution of the Board of Directors on June 9, 1953."

does hereby nominate, constitute and appoint VANDERVOORT RAND, RODNEY J. BROOKS, JR., MILDRED E. SCHARF, LUCRETIA PILL and RAY A. BLYLER, JR., all of the City of Baltimore, State of Maryland

_____, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof. And the execution of such writings in pursuance of these presents, shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said MICHAEL B. FODOR, Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said INSURANCE COMPANY OF NORTH AMERICA this 16th day of February 19 81

(SEAL)

INSURANCE COMPANY OF NORTH AMERICA

by Michael B. Fodor
MICHAEL B. FODOR Vice-President

STATE OF ILLINOIS
COUNTY OF COOK } ss.

On this 16th day of February, A. D. 19 81, before me, a Notary Public of the STATE OF ILLINOIS in and for the County of COOK came MICHAEL B. FODOR, Vice-President of the INSURANCE COMPANY OF NORTH AMERICA to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same; that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of CHICAGO the day and year first above written.

(SEAL)

Dawn Strawbridge
DAWN STRAWBRIDGE Notary Public

My commission expires 5/28/84

I, the undersigned, Assistant Secretary of INSURANCE COMPANY OF NORTH AMERICA, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 5th day of August 19 81

(SEAL)

James S. Wyllie
JAMES S. WYLLIE Assistant Secretary

BS-15579 Ptd. in U.S.A.

E-122—1M—2-70

REPORT OF SALE

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSN.

VS.

J. GERARD KOCHEN
and
RICKEY A. SARGENT

—IN THE—

CIRCUIT COURT

—FOR—

QUEEN ANNE'S COUNTY

Equity No. 6936

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

The Report of Sale of Robert J. Neubauer Trustee appointed by the decree in the above entitled cause to make sale of all that fee simple property known as No. 203 Cove Road, Queen Anne's County, Maryland

in the proceedings in said cause mentioned respectfully shows, that the after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in the Record Observer

a weekly newspaper, published in Queen Anne's County, more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Monday the 17th day of August, 1981, at 11:00 o'clock, A.M., attend on the premises and then and there sold said fee simple property to Constance M. Gray (the same having been purchased for her by her agent, W. Calvin Gray, Jr.) at and for the price of $89,000.00, she being the highest bidder therefore.

Said property being described as follows: ALL that lot or parcel of ground, situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, being known and designated as Lot No. 54, Queen Anne's on the Wye, as more particularly set forth and shown on a plat entitled, "Map Showing Survey of a Tract of Land in Piney Neck called Crowder's Farm, Schiffer's Farm or Bryan's Farm, Also Subdivision of Waterfront Areas for Monumental Corporation, District No. 5, Queen Anne's County, Maryland", by Shew and Bartlett, registered surveyors, dated February 8, 1955, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 21, folio 95, and in Plat Book T.S.P. No. 1, folio 30.

Robert J. Neubauer
Robert J. Neubauer Trustee.

State of Maryland, CITY OF BALTIMORE Sct.

I Hereby Certify, that on this 17th day of August, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Robert J. Neubauer Trustee and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

Maryann Piezonki
Notary Public J. P.

MARYANN PIEZONKI NOTARY PUBLIC BALTIMORE CITY, MD.

CLERK
1981 AUG 27 AM 9:37
QUEEN ANNE'S COUNTY

LIBER 13 PAGE 165

JOSEPH A. JACKSON, JR.,
Auctioneer
Box 74 Queen Anne
Queen Anne's County, Maryland 21657

Admiral-Builders Savings and Loan Association	*	In The
	*	Circuit Court of
vs.	*	Queen Anne's County
J. Gerard Kochen and Rickey A. Sargent	*	Equity No. 6936
	*	
	*	

FILED
CLERK'S OFFICE
1981 AUG 27 AM 9:37
QUEEN ANNE'S COUNTY

AUCTIONEER'S AFFIDAVIT

I, the undersigned, do hereby certify that the annexed bill or statement of the fees and sums due me, set forth in detail, are all and singular of the fees and sums due me, and that I have not paid or will not pay, directly or indirectly, any sum or consideration to anyone for employing me or aiding me to be employed to make the sale for which the annexed bill or statement was rendered.

Joseph A. Jackson, Jr.
Auctioneer

SUBSCRIBED and sworn to before me, a Notary Public in and for the State of Maryland, personally appeared Joseph A. Jackson, Jr., Auctioneer, this 17th day of August, 1981.

MARYANN PIEZONKI
NOTARY PUBLIC
BALTIMORE CITY, MD.

Notary Public

JOSEPH A. JACKSON, JR.,
Auctioneer
Box 74 Queen Anne
Queen Anne's County, Maryland 21657

Admiral-Builders Savings and Loan Association	*	In The
	*	Circuit Court of
vs.	*	Queen Anne's County
J. Gerard Kochen and Rickey A. Sargent	*	Equity No. 6936
	*	
	*	

BILL FOR SERVICES

To Auctioneer's services - Sale of 203 Cove Road, Queen Anne's County, Maryland, for $89,000.00: $200.00

LIBER 13 PAGE 168

JOSEPH A. JACKSON, JR.,
Auctioneer
Box 74 Queen Anne
Queen Anne's County, Maryland 21657

Admiral-Builders Savings and Loan Association	*	In The
	*	Circuit Court of
vs.	*	Queen Anne's County
J. Gerard Kochen and Rickey A. Sargent	*	
	*	Equity No. 6936
	*	
	*	

REPORT OF SALE

PROPERTY: 203 Cove Road, Queen Anne's County, Maryland.

SOLD TO: Constance M. Gray.

ADDRESS: P.O. Box 507, Millersville, Maryland.

AMOUNT OF SALE: Eighty-Nine Thousand and 00/100 Dollars ($89,000.00).

DEPOSIT: Five Thousand and 00/100 Dollars ($5,000.00).

Very truly yours,

Joseph A. Jackson, Jr.,
Auctioneer

CLERK'S OFFICE
1991 AUG 27 AM 9 37
QUEEN ANNE'S COUNTY

ORIGINAL

ADVERTISING INSERTION ORDER

QUEEN ANNE'S RECORD-OBSERVER

~~THE STAR DEMOCRAT~~

Phone 822-1500
EASTON, MARYLAND

Name: Robert J. Neubauer

Address: 602-03 Keyser Blg.
Baltimore, Md. 21202

ISSUE(S): July 29, Aug 5 & 12 3t.

CAPTION: Trustee's Sale

SIZE: 2x 10½" = 21(w).

POSITION REQUESTED: Legal

CLASSIFIED _____ LEGAL ✓ DISPLAY _____

REMARKS: Copy attached

RO-7-29-3t-034

CASH	CREDIT	CHARGE	AMOUNT
		✓	

Received By: MLF

Date: 7/24/81

ORDER NUMBER 45415

ALAN COATES BUSINESS FORMS EASTON, MD 309 747-1

LIBER 13 PAGE 169

LIBER 13 PAGE 170

Centreville, Md. 8-20 19 81

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 3 successive weeks before the 17th day of August 19 81. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 29th day of July 19 81, and the last insertion on the 12th day of August 19 81.

Publisher, Record Observer

Per Marjorie Lemmon

QUEEN ANNE'S COUNTY

ROBERT J. NEUBAUER,
SOLICITOR
602 KEYSER BUILDING
BALTIMORE, MARYLAND 21202

Trustee's Sale

Of

Valuable Fee Simple Property

Known As
203 Cove Road,
Queen Anne's County, Maryland

Under and by virtue of a decree passed in the Circuit Court for Queen Anne's County, Maryland, in Equity, in a case entitled, "Admiral-Builders Savings and Loan Association vs. J. Gerard Kochan and Rickey A. Sargent", the undersigned Trustee will sell at public auction on the premises the fee simple property hereinafter described on

Monday, August 17, 1981

at 11:00 A.M.

ALL that lot or parcel of ground situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, being known and designated at Lot No. 54, Queen Anne's on the Wye, as more particularly set forth and shown on a Plat entitled, "Map Showing Survey of a Tract of Land in Piney Neck called Crowder's Farm, Schiffer's Farm or Bryan's Farm, Also Subdivision of Waterfront Areas for Monumental Corporation, District No. 5, Queen Anne's County, Maryland," by Shaw and Bartlett, Registered Surveyors, dated February 8, 1955, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 21, folio 95, and in Plat Book T.S.P. No. 1, folio 30.

ALL that fully completed wood sided raised rancher with asphalt shingle roof, containing living room, dining room, kitchen, three bedrooms, one and one-half baths and full walk-out basement; forced hot air-oil heat; well and septic system. Property has 200—feet of frontage on Cove Road and 264—feet on Wye River. Purchase as is.

SUBJECT to conditions, restrictions, easements and agreements of record.

TERMS OF SALE: A cash deposit or certified check in the amount of $5,000.00 at the time and place of sale, balance in cash or certified check upon final ratification of sale by the Circuit Court for Queen Anne's County, interest at the rate of 10 per cent per annum to be paid on the unpaid purchase money from the date of sale to the date of settlement.

Taxes, water meter and all other public charges and assessments payable on an annual basis, including sanitary and/or Metropolitan District charges, if any, to be adjusted for the current fiscal year to date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps and transfer taxes and any other charges incident to the recording of the Deed to the purchaser shall be borne by the purchaser.

Terms of sale to be complied with within 5 days after final ratification thereof by the Circuit Court for Queen Anne's County, otherwise property may be resold at the risk and cost of the defaulting purchaser.

Robert J. Neubauer, Trustee
602 Keyser Building
Baltimore, Maryland 21202
727-3133

RO-7-20-3t-034

ORDER NISI ON SALE

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSN. vs. J. GERARD KOCHEN and RICKEY A. SARGENT	In the Circuit Court for Queen Anne's County In Equity Cause No. 6936

ORDERED, this 27th day of August, 1981, that the sale of the real property, made and reported in this cause by Robert J. Neubauer, Trustee, be ratified and confirmed, on or after the 28th day of September, 1981, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 21st day of September, 1981.

The report states the amount of sales to be $89,000.00.

Marguerite W. Mankin Clerk

Filed August 27, 1981

ADMIRAL BUILDERS SAVINGS AND LOAN ASSOCIATION,	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
J. GERARD KOCHEN and RICKEY A. SARGENT,	*	QUEEN ANNE'S COUNTY
Defendants	*	EQUITY NO: 6936

* *

PETITION FOR ALLOWANCE OF CLAIM

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of W. Calvin Gray, Jr., by Theodore C. Denick, his attorney, respectfully represents unto your Honor:

1. That the Plaintiff instituted foreclosure proceedings against the Defendants herein and the property has been sold at Public Auction and it appears that there will be an overage due the Defendants when the Auditor's Account is stated.

2. That your Petitioner is the owner and holder of a second Mortgage on said property dated October 15, 1979 and duly recorded among the Land Records of Queen Anne's County in liber M.W.M. No. 156, Folio 305 which he acquired by way of mense assignments, the last dated March 26, 1980, which is now in default.

3. That it appears the Defendant, J. Gerard Kochen no longer has an interest in said property as will appear from a Deed dated June 28, 1978 and recorded as aforesaid in Liber C.W.C. No. 137, Folio 237 from the said Defendants to Earl G. Schaffer, Trustee, and a second Deed dated evenly therewith and recorded as aforesaid in Liber C.W.C. No. 137, Folio 239 the said Earl G. Schaffer, Trustee, conveyed the property to Rickey A. Sargent and Anita Sargent, his wife.

4. That there remains a balance due to your Petitioner in the amount of THWENTY-FOUR THOUSAND EIGHT HUNDRED FORTY-SEVEN DOLLARS and NINETY-TWO CENTS ($24,847.92) with interest thereon, from March 10, 1978 until paid, as will more fully appear from a Memorandum Agreement dated January 26, 1981 between Rickey A. Sargent and W. Calvin Gray, a copy of which is annexed hereto as Petitioner's Exhibit 1 and as more fully set forth on the Statement of Account annexed hereto marked Petitioner's Exhibit 2 prayed to be taken as a part hereof.

WHEREFORE, your Petitioner prays that an Order may be passed by this Honorable Court allowing his claim, subject to its legal priority and subject to the usual exceptions.

RECEIVED
CLERK, CIRCUIT COURT
1981 SEP 15 AM 9:42
QUEEN ANNE'S COUNTY

I HEREBY CERTIFY that the matters and facts set forth in the aforegoing Petition are true and correct to the best of my information, knowledge and belief.

W. CALVIN GRAY, JR.
PETITIONER

THEODORE C. DENICK
SOLICITOR FOR THE PETITIONER
916 MUNSEY BUILDING
BALTIMORE, MARYLAND 21202
685-7400

CERTIFICATION OF SERVICE

I HEREBY CERTIFY, that on this 14th day of September, 1981, a copy of the aforegoing Petition, Exhibits and the proposed Order were mailed to Robert J. Neubauer, Esquire, 602-3 Keyser Building, 207 E. Redwood Street, Baltimore, Maryland 21202, Attorney for Plaintiff.

THEODORE C. DENICK

STATEMENT OF ACCOUNT

PRINCIPAL DEBT	$25,000.00
PAID ON ACCOUNT	-152.08
PRINCIPAL BALANCE	$24,847.92
INTEREST 3/1/81 to 8/17/81	1,950.56
TOTAL	$26,798.48

INTEREST: Per Diem - $12.47

January 26, 1981

MEMORANDUM OF AGREEMENT BETWEEN RICKEY A. SARGENT AND W. CALVIN GRAY, JR.

RE: Assignment of Second Mortgage from Heritage Realty Company, Inc. to W. Calvin Gray, Jr., of 26 March 1980 recorded in Liber 162 Folio 757 on property known as Lot No. 54, Queen Anne's on the Wye, being the same property as that described in the Second Mortgage dated October 15, 1979 from Rickey A. Sargent and Anita H. Sargent to W. Calvin Gray, Jr. and Associates, Inc. and also being that same property as that described in an Assignment dated February 5, 1980 from W. Calvin Gray, Jr. & Associates, Inc. to Heritage Realty Company, Inc.

In consideration of the mortgagee carrying the above-referenced mortgage in default, the parties agree to the following:

Beginning February 10, 1981 and each month thereafter, a principal and interest payment of $450.47 shall be due which represents the outstanding balance of $25,000.00 on a ten year amortization at an interest rate of 18% per annum.

It is understood that the mortgagor has approximately 11 homes sold which will be settled between now and May 1981 and the mortgagor agrees to reduce the outstanding principal balance by $1,000.00 at the time each one of those houses settles. In addition, a $5,000.00 principal payment shall be due when the mortgagor's homes are sold to an investor and settled.

Lot 5-6-7-8 Blk (F)
Tor Bryan

Rickey A. Sargent
RICKEY A. SARGENT

W. CALVIN GRAY, JR.

TED:

ADMIRAL BUILDERS SAVINGS AND LOAN ASSOCIATION,	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
J. GERARD KOCHEN and RICKEY A. SARGENT,	*	QUEEN ANNE'S COUNTY
Defendants	*	EQUITY NO: 6936

* *

ORDER

Upon the aforegoing Petition, Exhibits, Statement of Account and Verification, it is by the Circuit Court for Queen Anne's County, this_____day of September, 1981

ORDERED: That the Petitioner's claim in the amount of TWENTY-FOUR THOUSAND EIGHT HUNDRED FORTY-SEVEN DOLLARS and NINETY-TWO CENTS ($24,847.92) plus accrued interest be allowed and authorized subject to its legal priority and subject to the usual exceptions.

_____
JUDGE

Centreville, Md. 9-22 19 81

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 28th day of September 19 81. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 2nd day of September 19 81, and the last insertion on the 16th day of September 19 81.

Publishers, Record Observer

Per Marjorie Freeman

ORDER NISI ON SALE
ADMIRAL-BUILDERS SAVINGS
AND LOAN ASSN.
vs.
J. GERARD KOCHEN
and
RICKEY A. SARGENT
In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 6936

ORDERED, this 27th day of August, 1981, that the sale of the real property, made and reported in this cause by Robert J. Neubauer, Trustee, be ratified and confirmed, on or after the 28th day of September, 1981, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 21st day of September, 1981.

The report states the amount of sales to be $89,000.00.

MARGUERITE W. MANKIN, Clerk
TRUE COPY, TEST;
MARGUERITE W. MANKIN, CLERK
BY: Anne F. Ward,
DEPUTY CLERK

Filed August 27, 1981.

RO-9-2-3t-06

FILED
SEP 25 1981
CIRCUIT COURT
QUEEN ANNE'S CO.

LIBER 13 PAGE 178

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION 7699 Harford Road Baltimore, Maryland 21234 Plaintiff vs. J. GERARD KOCHEN 501 Seward Avenue, S.W. Glen Burnie, Maryland 21061 and RICKEY A. SARGENT 1320 Argyll Drive Arnold, Maryland 21012 Defendants	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Equity No. 6936

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

FINAL ORDER OF
RATIFICATION ON TRUSTEE'S REPORT OF SALE

ORDERED BY THE COURT, This 1st day of October, 1981, that the sale made and reported by the Trustee, Robert J. Neubauer to Constance M. Gray at and for the price of Eighty-Nine Thousand and 00/100 Dollars ($89,000.00) for property known as 203 Cove Road, Queen Anne's County, Maryland, the Order Nisi dated August 27th, 1981, having been complied with, be and the same is hereby finally Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Clayton C. Carter
JUDGE

RECEIVED
CLERK, CIRCUIT COURT
1981 OCT -1 PM 2:33
QUEEN ANNE'S COUNTY

ROBERT J. NEUBAUER
ATTORNEY AT LAW
410 KEYSER BUILDING
BALTIMORE, MD. 21202
PHONE: 539-1028

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOC.	:	
Plaintiff	:	Equity # 6936
v.		
J. GERARD KOCHEN and RICKEY A. SARGENT	:	
Defendants	:	

: : : : :

AUDITOR'S NOTICE TO CLAIMANTS

Pursuant to the rule of the Circuit Court for Queen Anne's County, NOTICE IS HEREBY GIVEN to the mortgagor, judgment creditors, other lienors and assignees of the mortgagor, and all persons claiming an interest in the equity of redemption of the real estate of Admiral-Builders Savings and Loan Assoc. and J. Gerard Kochen and Rickey A. Sargent

warning them to file their claims, with the proper vouchers thereof, with the Clerk of Court, at the Court House, in Centreville, Maryland, on or before the 14th day of December, 19 81, otherwise they be excluded from participating in the distribution of the surplus proceeds of sale of the mortgaged property; provided a copy of this notice be inserted in some newspaper published in the County aforesaid once in each of three successive weeks before the 13th day of November, 1981.

John W. Sause, Jr.
Auditor of the
Circuit Court for
Queen Anne's County

RECEIVED
CLERK. CIRCUIT COURT
1981 OCT -5 AM 10: 44
QUEEN ANNE'S COUNTY

ROBERT J. NEUBAUER,
Solicitor
602 Keyser Building
Baltimore, MD 21202

TRUSTEE'S SALE
Of
Valuable Fee
Simple Property
Known As
203 Cove Road
Queen Anne's County
Maryland

Under and by virtue of a decree passed in the Circuit Court for Queen Anne's County, Maryland, in Equity, in a case entitled "Admiral-Builders Savings and Loan Association vs. J. Gerard Kochen and Rickey A. Sargent", the undersigned Trustee will sell at public auction on the premises the fee simple property hereinafter described on

MONDAY
AUGUST 17, 1981
at 11:00 A.M.

ALL that lot or parcel of ground situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, being known and designated at Lot No. 54, Queen Anne's on the Wye, as more particularly set forth and shown on a Plat entitled, "Map Showing Survey of a Tract of Land in Piney Neck called Crowder's Farm, Schiffer's Farm or Bryan's Farm, Also Subdivision of Waterfront Areas for Monumental Corporation, District No. 5 Queen Anne's County, Maryland," by Shew and Bartlett, Registered Surveyors, dated February 8, 1955, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 21, folio 95, and in Plat Book T,S.P. No. 1, folio 30.

LIBER 13 PAGE 180 OFFICE OF

Evening Capital

Published by
THE CAPITAL-GAZETTE NEWSPAPERS, INC.
HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 14, 1981

We hereby certify, that the annexed Trustee's Sale 203 Cove Rd

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for one successive weeks before the 17th day of August, 1981

The insertions being made the 14th of August, 1981

THE CAPITAL-GAZETTE NEWSPAPERS, INC.

By L. Hale

RECEIVED
CLERK OF CIRCUIT COURT
NOV 27 AM 10 27
QUEEN ANNE'S COUNTY

ALL that fully completed wood sided raised rancher with asphalt shingle roof, containing living room, dining room, kitchen, three bedrooms, one and one-half baths and full walk-out basement; forced hot air oil heat; well and septic system. Property has 200 feet of frontage on Cove Road and 234 feet on Wye River. Purchase as is.

SUBJECT to conditions, restrictions, easements and agreements of record.

TERMS OF SALE: A cash deposit or certified check in the amount of $5,000.00 at the time and place of sale, balance in cash or certified check upon final ratification of sale by the Circuit Court for Queen Anne's County, interest at the rate of 10 per cent per annum to be paid on the unpaid purchase money from the date of sale to the date of settlement.

Taxes, water meter and all other public charges and assessments payable on an annual basis, including sanitary and/or Metropolitan District charges, if any, to be adjusted for the current fiscal year to date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps and transfer taxes and any other charges incident to the recording of the Deed to the purchaser shall be borne by the purchaser.

Terms of sale to be complied with within 5 days after final ratification thereof by the Circuit Court for Queen Anne's County, otherwise property may be resold at the risk and cost of the defaulting purchaser.

Robert J. Neubauer,
Trustee
602 Keyser Building
Baltimore, MD 21202
727-3133
8/14

LIBER 13 PAGE 182

Centreville, Md. 10-29 19 81

We Hereby Certify

That the annexed advertisement of Auditors Notice

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 13th day of November 19 81

And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 14th day of October 19 81, and the last insertion on the 28th day of October 19 81.

Publishers, Record Observer

Per Margie Gleman

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
ADMIRAL-BUILDERS SAVINGS
AND LOAN ASSOC.
Plaintiff
vs.
J. GERARD KOCHEN
and
RICKEY A. SARGENT
Defendants
Equity [illegible]

AUDITOR'S NOTICE
TO CLAIMANTS

Pursuant to the rule of the Circuit Court for Queen Anne's County, NOTICE IS HEREBY GIVEN to the mortgagor, judgment creditors, other lienors and assignees of the mortgagor, and all persons claiming an interest in the equity of redemption of the real estate of Admiral-Builders Savings and Loan Assoc. and J. Gerard Kochen and Rickey A. Sargent warning them to file their claims, with the proper vouchers thereof, with the Clerk of Court, at the Court House, in Centreville, Maryland, on or before the 14th day of December, 1981, otherwise they be excluded from participating in the distribution of the surplus proceeds of sale of the mortgaged property; provided a copy of this notice be inserted in some newspaper published in the County aforesaid once in each of three successive weeks before the 13th day of November, 1981.

John W. Sause, Jr.
Auditor of the
Circuit Court for
Queen Anne's County

RO-10-14-31-013

RECEIVED
CLERK, CIRCUIT COURT
1981 NOV 27 AM 10: 27
QUEEN ANNE'S COUNTY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ADMIRAL BUILDERS SAVINGS AND LOAN ASSOCIATION	:	
v.	:	Chancery #6936
J. GERARD KOCHEN and RICKEY A. SARGENT	:	

: : : : :

REQUEST FOR ADDITIONAL COMPENSATION

The above-entitled cause having been referred to the Auditor in accordance with Maryland and Second Circuit Rules W75 a, there being surplus proceeds of sale after payment to the mortgagee of his claim and expenses, the Auditor respectfully requests the allowance of extra compensation for the services performed by him for the reasons that:

1. He has been required, in addition to his customary and usual duties, to prepare and publish the Notice prescribed by Second Circuit Rule W75 a 2; to verify the claim filed herein; to determine its legality; and to provide notification of the Account in addition to the notification ordinarily required by Second Circuit Rule 12 d.

2. He has been required to verify the recording of the various instruments set forth in the Claim filed by W. Calvin Gray, Jr., in order to determine their existence and their effect in this proceeding.

RECEIVED
CLERK, CIRCUIT COURT
1981 DEC 15 AM 9:18
QUEEN ANNE'S COUNTY

John W. Sause, Jr.
Auditor

ORDER

The foregoing Application having been read and considered, and it appearing that the Auditor has performed duties other than the customary and usual duties performed in an audit not involving third-party claims to surplus proceeds of sale, it is this 15th day of December, 1981, by the Circuit Court for Queen Anne's County,

ORDERED, that the Auditor is allowed a total fee of One Hundred Dollars ($100.00) together with out of pocket traveling and other expenses allowed by Second Circuit Rule 12 b, such fees and expenses to be paid from funds of the estate, subject to the right of any interested person to file exceptions to this allowance in the manner provided by Maryland Rule 595 g.

FILED
DEC 15 1981
CIRCUIT COURT
QUEEN ANNE'S CO.

JUDGE

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ADMIRAL BUILDERS SAVINGS AND LOAN ASSOCIATION :
:
v. Chancery #6936
:
J. GERARD KOCHEN and RICKEY A. SARGENT :

: : : : :

ACCOUNT OF AUDITOR
AND PROPOSED DISTRIBUTION

PROCEEDS OF FORECLOSURE SALE			
Sale Price		$ 89,000.00	
Interest on $84,000.00 at 10% from 8/17 to 10/8 52 days at $23.33 per day		1,213.16	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			$ 90,213.16
COMMISSIONS, payable to Trustee		$ 1,800.00	
EXPENSES OF SALE			
Court costs	$ 150.00		
Advertising			
Notices of Sale	233.04		
Report of Sale	65.52		
Notice to Claimants	69.63		
Bond premium	267.00		
Auctioneer fee (maximum)	200.00		
Certified mail	9.69		
Notary Public	5.00	999.88	
AUDITOR'S FEE AND COSTS			
Fee for Audit	$ 100.00		
Postage & xerox	1.87	101.87	2,901.75-
AVAILABLE FOR DISTRIBUTION			$ 87,311.41
INDEBTEDNESS UNDER MORTGAGE			
Principal, per Statement of Debt		$ 62,808.67	
Interest at 10% ($17.45 per day)			
5/1 to 8/30 (121 days)		2,111.45	
8/30 to 10/16 (47 days)		820.15	
TOTAL OWED under Mortgage -- to be distributed to Lender			$ 65,740.27-
NET -- to be distributed to W. Calvin Gray, Jr. Assignee of Second Mortgage dated October 15, 1979, and recorded M.W.M. 156, folio 305 (assignments dated February 5, 1980, and March 26, 1980, and respectively recorded M.W.M. 161, folio 488, and M.W.M. 162, folio 757)			21,571.14-
TOTAL DISTRIBUTION			$ 87,311.41-

Note: The above Account does not determine or sanction the calculation of the amount computed to be due under the aforesaid Second Mortgage, but recognizes only that on the basis of the proofs submitted such indebtedness is equal to or in excess of that here allowed.

RECEIVED
CLERK, CIRCUIT COURT
1981 DEC 15 PM 1:45
QUEEN ANNE'S COUNTY

NOTICE

The attached Account was filed on the 15th day of December, 1981. Exceptions to the Account must be filed within fifteen (15) days of that date. If no exceptions are filed within that fifteen (15) day period, the Account may thereupon be ratified.

CERTIFICATE OF AUDITOR

I hereby certify that I have examined the suggested Account, together with the receipts, vouchers, statements, suggested distribution and affidavit submitted by the Fiduciary in Chancery Cause #6936. On the basis of the facts which appear upon the face of the proceedings and proofs submitted to me, it is my opinion that the claims set forth in the foregoing Auditor's Account have been established and are properly allowable by law in the amounts there set forth. I further certify that on the 15th day of December, 1981, copies of the Auditor's Account and Notice, conforming to the requirements of Maryland Rule 595 g and Second Circuit Rule 12 d, were mailed to the following persons:

Robert J. Neubauer, Esquire
602 Keyser Building
Calvert and Redwood Streets
Baltimore, Maryland 21202

J. Gerard Kochen
501 2nd Avenue, S.W.
Glen Burnie, Maryland 21061

Rickey A. Sargent
1320 Argyll Drive
Arnold, Maryland 21012

Anita H. Sargent
1320 Argyll Drive
Arnold, Maryland 21012

Theodore C. Denick, Esquire
Attorney for W. Calvin Gray, Jr.
916 Munsey Building
Baltimore, Maryland 21202

John W. Sause, Jr.
Auditor

ADMIRAL BUILDERS SAVINGS AND LOAN ASSOCIATION	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
	*	No. 6936
J. GERARD KOCHEN and	*	
RICKEY A. SARGENT	*	

NISI RATIFICATION OF AUDIT

ORDERED this 15th day of December, 19 81, that the report and account filed in these proceedings by John W. Sause, Jr., Auditor, be ratified on or after the 31st day of December, 19 81, 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 15, 1981

ADMIRAL BUILDERS SAVINGS AND LOAN ASSOCIATION	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6936
	*	
J. GERARD KOCHEN and RICKEY A. SARGENT	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 31st day of December, 19 81, by the Court that the account of the Auditor is finally ratified and confirmed, and Robert J. Neubauer, ~~Mortgagee~~/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. Rankin Clerk

Filed December 31, 1981

LIBER 13 PAGE 188

PAUL V. SHARP and
MARY M. SHARP, his wife
Route 1, Box 274-DA
Marydel, Maryland 21649

VINCENT HIGGINS and
KATHLEEN M. HIGGINS, his wife
Main Street
Queen Anne, Maryland 21657

THE CENTREVILLE NATIONAL BANK
OF MARYLAND, a body corporate
under the laws of the United
States of America
109 N. Commerce Street
Centreville, Maryland 21617

Plaintiffs

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

In Equity

No. 6853

S JOHN H. BROWN
Live Oak Lane
Seagrove Beach
Point Washington, Florida 32454

S EUGENE F. BROWN
Kingstown
Chestertown, Maryland 21620

MAR 12-81# 2499 ... 60.00
MAR 12-81A LC 2499 .. 60.00

A ELIZABETH B. ALLORD and
A MARGARET BROWN
235 West End Avenue
New York, New York 10000

JOSEPH BROWN
(address unknown)

Not known to be living or dead and
not known to be a resident or non-
resident of the State of Maryland;
and

The Unknown Heir, Devisee, or
Personal Representative of Joseph
Brown, successor in interest to
Joseph Brown, address unknown, not
known to be living or dead, and not
known to be a resident or non-
resident of the State of Maryland;
and

The Unknown Heirs, Devisees,
Personal Representatives, and
Assigns of Joseph Brown, and any
and all unknown persons and un-
known heirs, devisees, personal
representatives, and assigns of all
unknown persons, whether residents
or non-residents of the State of
Maryland, having any interest in the
property herein described or in the
Estate of Joseph Brown, whether born or
unborn, or who may hereafter acquire
or may claim any interest in the
property herein described or in the
Estate of Joseph Brown, or whose
rights are involved in or affected by
this proceeding.

Defendants

* * * * * * * * *

RECEIVED
CLERK, CIRCUIT COURT

BILL OF COMPLAINT TO QUIET TITLE TO
REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Paul V. Sharp and Mary M. Sharp, his wife, and The Centreville National Bank of Maryland, a national banking association, incorporated under the laws of the United States of America, respectfully represents:

1. This proceeding is filed under the Real Property Article Sub-Section 14-108 of the Annotated Code of Maryland (1974 Edition).

2. The individual Plaintiffs, Paul V. Sharp and Mary M. Sharp, his wife, own, hold title to and are in full possession and ownership, in fee simple, subject, however, to a mortgage held by the Plaintiff, The Centreville National Bank of Maryland, dated June 17, 1977, and recorded among the Land Records of Queen Anne's County, Maryland in Liber C.W.C. No. 121, folio 624, a copy of said mortgage is filed herewith as part hereof marked "Exhibit No. 1"; and subject also to a lease agreement between the individual Plaintiffs, Paul V. Sharp and Mary M. Sharp, his wife, and Vincent Higgins and Kathleen M. Higgins, his wife, a copy of the Lease Agreement is filed herewith as part hereof marked "Exhibit No. 2", of all that lot or parcel of land, containing 11,860 square feet, more or less, situate, lying and being in the Town of Queen Anne, Sixth Election District of Queen Anne's County, State of Maryland, and described as follows, that is to say:

ALL that parcel of land located at the southeasterly corner of Railroad Ave. and Main St. in the Town of Queen Anne, Maryland, and more particularly described as follows, to wit:

BEGINNING at a stone found near the southeasterly edge of a four (4) ft. wide concrete sidewalk, said stone being on the division line for this parcel and land of Theresa M. Russ-MWM 161/495: Thence: (1) with the aforementioned Russ land and with the first 135.75 ft. of the fifth (5th) course - reversed - (as now surveyed) of the deed from John C. Barcus et al. to Joseph Brown as recorded at Liber LD 1, folio 70, one of the land records of Queen Anne's County, Maryland (passing over a wood fence-post found at 43.27 ft.) S 58 degrees, 30 minutes, 00 seconds E, 135.75 ft. to an iron rod set at the southeasterly corner of main section

of the garage now erected at the southeasterly corner of this parcel. Note that a four (4) ft. high addition to the garage at its southwesterly end is encroached upon Russ land by 1.92 ft. as reference to the Map of this survey will reveal. Thence: (2) with the land of Stephen R. Hurst, et al, and with the fourth (4th) course (as now surveyed) reversed of the aforementioned deed from Barcus to Brown --- CWC 87/99 --- passing by the northeasterly corner of the aforementioned garage at 18.20 ft. with 0.47 ft. clearance and passing through a 36" Ø elm tree at 29.53 ft.) N 31 degrees, 30 minutes, 00 seconds E, 42.33 ft. to an iron rod set on the southwesterly sideline of Main St., said street sideline being one (1) ft. northeasterly of the northeasterly edge of a five (5) ft. wide concrete sidewalk southwesterly of and parallelling said street sideline. Thence: with the southwesterly sideline of Main St., the sideline of the curved turnout of the southeasterly corner of the intersection of Main St. and Railroad Ave., and the southeasterly sideline of Railroad Ave. the following three (3) courses: (3) along Main St. --- N 26 degrees, 51 minutes, 18 seconds W, 133.41 ft. to a point of curve at the intersection at Railroad Ave. (4) along the intersection turnout --- a curve left towards the southwest (with radius of 17.77 ft. and arc length of 37.55 ft.) the chord of which bears N 87 degrees, 35 minutes, 40 seconds W, 30.94 ft. to a point of tangent at the southeasterly sideline of Railroad Ave. (5) along Railroad Ave. --- S 32 degrees, 02 minutes, 54 seconds W, 97.28 ft. to an iron rod set on the division line for this parcel and the aforementioned Russ land, said point being one (1) ft. northwesterly of the northwesterly edge of a four (4) ft. wide concrete sidewalk southeasterly of and parallelling said sideline of Railroad Ave. Thence: (6) with the aforementioned Russ land (crossing the aforementioned four (4) ft. wide sidewalk) S 58 degrees, 30 minutes, 00 seconds E, 5.79 ft. to the point of BEGINNING, containing 11,860 sq. ft. of land, more or less.

The title and ownership of the above described lot or parcel of land became vested in the individual Plaintiffs, Paul V. Sharp and Mary M. Sharp, his wife, by virtue of a Deed dated October 31, 1968, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 38, folio 143, from William Roe Wolcott and Rose E. Wolcott, his wife, to said Paul V. Sharp and Mary M. Sharp, his wife, a copy of said Deed is filed herewith as part hereof marked "Exhibit No. 3".

3. The Plaintiffs have been in full possession and constructive occupancy of the above described lot or parcel of land containing 11,860 square feet of land since the date the Plaintiffs purchased the same, that is October 31, 1968, and have never been molested in their possession and occupancy thereof since said date, nor has any person, firm or corporation claimed or attempted to claim any right, title or interest in said lot or parcel of land. Said lot or parcel of land is improved by a private residence.

4. The Plaintiffs have been advised that an uncertainty exists in the title to the above described lot or parcel of land which constitutes a cloud on the title, to such an extent that an attorney experienced in real property law will not certify as to the marketable fee simple title to said property to prospective purchasers, who in this case are the Plaintiffs, Vincent Higgins and Kathleen M. Higgins, his wife.

5. The individual Plaintiffs, Paul V. Sharp and Mary M. Sharp, his wife, and Vincent Higgins and Kathleen M. Higgins, his wife, have executed an Agreement of Sale, dated October 17 , 1980, a copy of which is filed herewith as part hereof marked "Exhibit No. 4", effective only in the event that the Circuit Court for Queen Anne's County passes a final decree declaring absolute ownership and the right of disposition of said property in the individual Plaintiffs, Paul V. Sharp and Mary M. Sharp, his wife.

6. A surveyor, Kenneth D. Dixon & Associates, Inc., was engaged to survey said land during the month of October, 1980, whereby a metes and bounds description of the same was made, and a certificate of said survey and a plat of the same entitled "Map Showing Parcel of Land Town of Queen Anne, Sixth Election District, Queen Anne's County, Maryland , surveyed for Paul V. Sharp and Mary M. Sharp," his wife, is filed herewith and marked Exhibits Nos. 5 and 6, respectively.

7. The uncertainties in the title to the real estate described in paragraph 2 hereof and also in Exhibits Nos. 5 and 6 to this Bill of Complaint result from:

(a) the fact that the description in the deed to the Plaintiffs Paul V. Sharp and Mary M. Sharp, his wife, (Exhibit 3) describes only the southwestern portion of the lot in question (see portion labeled LD 1/70 on the plat - Exhibit No. 5); and

(b) that the northeastern portion of said lot has never been deeded to the said Paul V. Sharp and Mary M. Sharp, his wife, or their recent predecessors in title (see portion labeled LD 1/71 on the plat - Exhibit No. 5).

8. The chain of title for the portion described in subparagraph 7(a) above is as follows:

(a) By Deed dated October 1, 1892, Mary E. Barcus and John C. Barcus, granted and conveyed a triangular lot or parcel of ground situate, lying and being in the Town of Queen Anne, Queen Anne's County, State of Maryland to Joseph Brown, and which is recorded among the Land Records of Queen Anne's County aforesaid in Liber L.D. No. 1, folio 70, a certified copy of which deed is filed herewith and made a part hereof and marked "Exhibit No. 7", and hereinafter referred to as the "Barcus Lot",

(b) By Mortgage dated October 1, 1892, Joseph Brown and Lydia Brown, his wife, purported to grant and convey (absence of a granting clause therein) the aforesaid "Barcus Lot" to Mary E. Barcus to secure the payment of a portion of the purchase money for the said "Barcus Lot", and which is recorded among said Land Records in Liber W.D. No. 7, folio 496, a certified copy of which Mortgage is filed herewith and made a part hereof and marked "Exhibit No. 8."

(c) By Assignment dated April 27, 1893, Mary E. Barcus assigned said Mortgage (Exhibit No. 8) to Robert B. Dixon, as will appear by reference to Liber W.D. No. 7, folio 496, of said Land Record, a certified copy of which Assignment is filed herewith and made a part hereof by being incorporated with said Exhibit No. 8.

(d) By Mortgage dated July 2, 1915 and recorded among said Land Records in Liber W.F.W. No. 7, folio 274, Lydia Brown purported to grant and convey the aforesaid "Barcus Lot"

to Robert B. Dixon for the stated purpose of correcting and confirming the Mortgage from Joseph Brown and Lydia Brown, his wife, to Mary E. Barcus, hereinbefore mentioned in sub-paragraph (b) of this paragraph, a certified copy of which Mortgage is filed herewith and made a part hereof and marked "Exhibit No. 9". It is stated therein that since the time of the execution of the Mortgage from Joseph Brown and Lydia Brown, his wife, to Mary E. Barcus (Exhibit No. 8) and the Assignment thereof to the said Robert E. Dixon by the said Mary E. Barcus, "the said Joseph Brown departed this life having first made his Last Will and Testament in and by which the said mortgaged premises were devised to the said Lydia Brown."

(e) Thereafter on or about July 22, 1933, the aforesaid "Barcus Lot" was sold at public sale by one Fred R. Owens, Assignee for Collection of the aforesaid Mortgage from Lydia Brown to Robert B. Dixon, pursuant to the special power and authority vested in him thereunder to one Lenore G. Chaffinch, all as set forth in Cause No. 2958 in the Circuit Court of Queen Anne's County, in Equity.

(f) By Deed dated December 19, 1933, Fred R. Owens, Assignee for Collection, as set out in the preceding sub-paragraph, and Lenore G. Chaffinch and J. Roland Chaffinch, her husband, granted and conveyed the aforesaid "Barcus Lot", in fee simple, to E. Roy Hopkins and Howard C. Eley, and which is recorded in Liber B.H.T. No. 17, folio 159, a certified copy of which Deed is filed herewith and made a part hereof and marked "Exhibit No.10".

(g) By Deed dated May 15, 1934, E. Roy Hopkins (single man) and Howard C. Eley and Elizabeth J. Eley, his wife, granted and conveyed the aforesaid "Barcus Lot", in fee simple, to Blanch A. Willis, and which is recorded in Liber B.H.T. No. 17, folio 504, a copy of which deed is filed herewith and made a part hereof and marked "Exhibit No. 11".

(i) By Deed dated August 31, 1965, Blanch A. Willis, widow, granted and conveyed the aforesaid "Barcus Lot", in fee simple, to William Roe Wolcott and Rose E. Wolcott, his wife, and which is recorded in Liber C.W.C. No. 17, folio 225, a copy of which Deed is filed herewith and made a part hereof and marked "Exhibit No. 12".

(h) By Deed dated October 31, 1968, William Roe Wolcott and Rose E. Wolcott, his wife, granted and conveyed the aforesaid "Barcus Lot", in fee simple, to Paul Vernon Sharp and Mary M. Sharp, his wife, two of the Plaintiffs in Liber C.W.C. No. 38, folio 143, a copy of which Deed is filed herewith and made a part hereof and marked "Exhibit No. 3".

9. The claim of title for that portion described in sub-paragraph 7(b) above is as follows:

(a) By Deed dated October 1, 1892, Joseph W. Gibson and Lydia Gibson, his wife, granted and conveyed a lot or parcel of ground situate, lying and being in the Town of Queen Anne, Queen Anne's County, State of Maryland, adjacent to and adjoining the aforesaid "Barcus Lot", in fee simple to Joseph Brown, and recorded in Liber L.D. No. 1, folio 71, a certified copy of which Deed is filed herewith and made a part hereof and marked "Exhibit No. 13".

10. In reference to the aforesaid Mortgage to the "Barcus Lot" from Lydia Brown to Robert E. Dixon, filed herewith as Exhibit 8, notwithstanding the averment therein that Joseph Brown devised the said mortgaged premises to Lydia Brown, a search of the records of the Register of Wills of Queen Anne's County aforesaid reveals no such Will was ever filed. If the said Joseph Brown died intestate, Lydia Brown, his wife, was entitled to be endowed of all lands and tenements of which her husband was seized in fee simple or fee tail, at any time during

coverture to the extent of a one-third life estate. The heirs of Joseph Brown would, therefore, be entitled to the fee simple interest in all lands and tenements of which Joseph Brown died seized. Therefore, the effect of the aforesaid public sale as hereinbefore described in sub-paragraph 8(e), was to convey the dower interest of the said Lydia Brown in the "Barcus Lot" being a one-third life estate. The aforesaid foreclosure proceeding was ineffectual to the extent of the interests of the heirs of said Joseph Brown in the "Barcus Lot".

11. Your petitioners have made a diligent effort to locate the heirs at law of Joseph Brown. They have not been able to locate any living children of the said Joseph Brown, but they have been able to locate the following grandchildren: JOHN H. BROWN, Live Oak Lane, Seagrove Beach, Point Washington, Florida 32454; EUGENE F. BROWN, Kingstown, Chestertown, Maryland 21620; and ELIZABETH B. ALLORD and MARGARET BROWN, 235 West End Avenue, New York, New York 10000.

12. The Plaintiffs aver, that since their acquisition on October 31, 1968 of the lot or parcel of land described in paragraph 2 of this Bill of Complaint, they have not been molested, nor has any claim been made against them, by or on behalf of the said heirs, descendants or assigns of said Joseph Brown, claiming any right, title or interest in and to said tract of land, as described in paragraph 2 of this Bill of Complaint, but on the contrary the Plaintiffs have owned, held and been in possession of said property since October 31, 1968, in a hostile, actual, visible, exclusive and continuous manner and under claim of title during such period of ownership.

13. The aforesaid Blanch A. Willis purchased for a valuable consideration and having obtained title to the lot or parcel of land described in paragraph 8(g) of this Bill of Complaint by Deed dated May 15, 1934, from E. Roy Hopkins (single man) and Howard C. Eley and Elizabeth J. Eley, his wife, recorded among the Land Records of Queen Anne's County in Liber B.H.T. No. 11, folio 504, filed herein as "Exhibit No. 10", the Plaintiffs are reliably in-

formed and therefore charge and aver that the said Blanch A. Willis, entered upon said tract of land in good faith claiming under and by virtue of said Deed and took possession of the entirety thereof and continued in full possession thereof until the sale and conveyance of said tract of land by Deed dated August 31, 1965, when the said Blanch A. Willis sold for valuable consideration and granted and conveyed said lot or parcel of land to William Roe Wolcott and Rose E. Wolcott, his wife, which Deed is recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 17, folio 225, filed herein as "Exhibit No. 12". The Plaintiffs are reliably informed and therefore charge and aver that the said William Roe Wolcott and Rose E. Wolcott, his wife, under and by virtue of said last mentioned Deed, entered upon said tract of land in good faith, claiming under and by virtue of said Deed and took possession of the entirety thereof and continued in full possession thereof until the sale and conveyance of said tract of land by Deed dated August 31, 1965, when the said William Roe Wolcott and Rose E. Wolcott, his wife, sold for a valuable consideration and granted and conveyed said lot or parcel of land to the Plaintiffs, Paul V. Sharp and Mary M. Sharp, his wife, which Deed is recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 38, folio 143, filed herein as "Exhibit No. 3." The Plaintiffs, under and by virtue of said last mentioned Deed, entered upon said lot or parcel of land in good faith claiming under and by virtue of said Deed and took possession of the entirety thereof and continued in full possession thereof subject to the lease agreement with the Plaintiffs', Vincent Higgins and Kathleen M. Higgins, his wife, and said Plaintiffs intend to remain in possession, as their interests appear, until the same is sold and conveyed.

14. The Plaintiffs therefore verily believe and therefore aver that their predecessors in title, for more than twenty (20) years prior to the filing of this Bill of Complaint have likewise held and possessed all of the property described in paragraph 2 hereof in a hostile, actual, visible, exclusive, continuous manner and under claim or color of title during their

periods of ownership and possession without any claim against them by or on behalf of the said personal representatives, heirs, descendants or assigns of Joseph Brown, claiming any right, title or interest in and to said lot or parcel of land; that these Plaintiffs and their predecessors in title have been in actual peaceable possession of said lot or parcels of land described in Paragraph 2 of this Bill of Complaint, as well as in constructive and peaceable possession thereof, under actual, as well as color of title, and under claim of right by reason of their's and their predecessors' adverse possession thereof for the statutory period of twenty (20) years and more, and no person, firm or corporation has occupied or held a possessory right in and to said lot or parcel of land, and therefore it is respectfully submitted that the Plaintiffs Paul V. Sharp and Mary M. Sharp, his wife are entitled to the passage of a decree declaring them to hold and own the tract of land described in paragraph 2 of this Bill of Complaint absolutely and in fee simple.

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

16. The Plaintiffs have no adequate remedy at law.

WHEREFORE, THE PLAINTIFFS PRAY:

1. That this Honorable Court by its Decree determine and declare that the Plaintiffs, Paul V. Sharp and Mary M. Sharp, his wife, are the sole and absolute owners in fee simple, subject however, it to the mortgage interest of the Plaintiff, The Centreville National Bank, which be also determined and declared to hold the mortgage interest established by the Mortgage mentioned in this Bill of Complaint in and to all that lot or parcel of land situate, lying and being in the Town of Queen Anne, Sixth Election District, Queen Anne's County, Maryland and described in paragraph 2 hereof.

2. That this Honorable Court by its Decree, determine and declare that the Plaintiffs, and their predecessors

LIBER 13 PAGE 197

in title have held, owned and possessed the above described lot or parcel of land in a hostile, actual, visible, exclusive, continuous manner and under color and claim of title, during the periods of their respective ownership over a period of more than twenty (20) years prior to the filing of the Bill of Complaint in this proceeding, and that as the result thereof the absolute fee simple title, estate and interest in and to said lot or parcel of land is now vested in the Plaintiffs, Paul V. Sharp, Mary M. Sharp, his wife, and The Centreville National Bank of Maryland, according to this respective interests as owners and mortgagee.

3. That the heirs, descendants and assigns and all persons known or unknown, born or unborn, claiming by, through or under said Joseph Brown be perpetually enjoined from making or attempting to make any claim or demand for or against the above described lot or parcel of land or against the Plaintiffs in this proceeding, so that the title and ownership of the above described lot or parcel of land may be quieted of and from any possible claims or demands by or on behalf of the heirs, descendants or assigns of Joseph Brown, known and unknown, or any person, firm or corporation claiming by, through or under him or them.

4. And that the Plaintiffs may have such other and further relief as their case may require.

David C. Bryan
111 Lawyers Row
Centreville, Maryland 21617
758-1643

P. Marshall Long, Jr.
105 N. Liberty Street
Centreville, Maryland 21617
758-0699

Paul V. Sharp

Mary M. Sharp

Vincent Higgins

Kathleen M. Higgins

THE CENTREVILLE NATIONAL BANK OF MARYLAND

By

Plaintiffs

LIBER 121 PAGE 024

DOCUMENT NO. 89048

THIS MORTGAGE, Made this 17th day of June, 1977, by and between PAUL VERNON SHARP and MARY M. SHARP, his wife, of Queen Anne's County, State of Maryland, Mortgagors, and THE CENTREVILLE NATIONAL BANK OF MARYLAND, a national banking association, Mortgagee;

WHEREAS, the Mortgagors are indebted unto the Mortgagee in the sum of Twenty Thousand Dollars ($20,000.00), which sum was this day loaned and is evidenced by and payable with interest as provided in a note of even date herewith, the unpaid balance with interest thereon being due JUNE 17, 1997 : and

WHEREAS, it was a condition precedent to the making of said loan that the repayment thereof with interest should be secured by the execution of this Mortgage.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One Dollar ($1.00), the receipt of which is hereby acknowledged, the Mortgagors hereby grant and convey unto the Mortgagee, its successors and assigns, in fee simple, all of the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the Town of Queen Anne, Sixth Election District of Queen Anne's County, State of Maryland, on the corner of Railroad Avenue and Main Street adjoining on the Northeast the said Main Street, on the Southeast the lands of Stephen R. Hurst and Rose Mary Dyott, formerly of William G. Lynch and wife, on the Southwest the lands of Harold W. Unruh and wife, formerly of Robert Roy Skinner and wife, and on the Northwest the said Railroad Avenue, and more particularly described by metes and bounds, courses and distances, as follows:

BEGINNING at the Northwest corner of lands of Harold W. Unruh and wife, thence along Railroad Avenue North 31 1/2 degrees East, 50 feet; thence South 58 1/2 degrees East, 117 feet; thence South 27 degrees East, 30 feet; thence South 31 1/2 degrees West, 33 feet; thence North 58 1/2 degrees West, 140 feet to the place of beginning.

BEING the same and all of the land and premises which were granted and conveyed unto the said Paul Vernon Sharp and Mary M. Sharp, his wife, by William Roe Wolcott and Rose E. Wolcott, his wife, by deed dated October 31, 1968 and recorded among the land records of said Queen Anne's County, Maryland, in Liber C.W.C. No. 38, folio 143.

RECEIVED
CLERK, CIRCUIT COURT
1977 JUN 20 PM 1:38
QUEEN ANNE'S COUNTY

JUN 20-77 * 22592 *****81.5
JUN 20-77 A 22592 *****66.0
JUN 20-77 A 22591 *****15.5

Exhibit No. 1

LIBER 13 PAGE 199

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

TO HAVE AND TO HOLD the same unto and to the proper use and benefit of the Mortgagee, its successors and assigns, in fee simple, forever.

PROVIDED, that if the Mortgagors shall well and truly pay, or cause to be paid, said principal sum and all interest thereon, and all other sums payable by the Mortgagors in accordance with the terms of this mortgage and the note secured hereby, each at the times and in the manner as herein set forth, and shall otherwise perform all the terms, covenants and conditions of this mortgage and the note secured hereby, including the payment of any late charges, then this mortgage shall be void; otherwise, it is to remain in full force and effect.

THE MORTGAGORS JOINTLY AND SEVERALLY HEREBY COVENANT:

a. That they warrant specially the property hereby conveyed; that they are seized thereof in fee simple and have a right to convey the same; that they have done no act to encumber the same; that they will execute such further assurances thereof as may be requisite.

b. That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the Mortgagors by voluntary or involuntary grant or assignment or in any other manner without the Mortgagee's written consent, or should they default on any note, bond, mortgage or deed of trust secured by or securing a prior lien upon the herein mortgaged property; or should the same be further encumbered by the Mortgagors, their or its successors, heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum at the option of the Mortgagee shall immediately become due and owing as herein provided.

c. That they will pay or cause to be paid when due the principal sum of the debt hereby secured, and any renewals or extensions thereof, together with all interest, thereon, and all other sums payable by them in accordance with the terms of this mortgage and note secured hereby, or any renewals or extensions, and that they hereby expressly waive the benefit of all exemptions, homestead or otherwise, under the laws of this or any other State, and agree to pay the debt without any offset whatsoever.

d. That they will pay when due all taxes, liens, judgments or assessments heretofore or hereafter levied, assessed or constituting liens upon the property hereby conveyed, or any part thereof.

e. That they will keep all improvements now or hereinafter located on the premises in good repair; that they will maintain and work the premises hereby conveyed in a good and husbandlike manner; that they will commit no waste; that they will not cut or remove or permit to be cut or removed any wood or timber from said premises without the written consent of the Mortgagee, and that they will make all proper renewals, replacements, and additions to the property, and not tear down the improvements or materially change them or permit them to be torn down or materially changed without the prior written consent of the Mortgagee.

f. That they will insure and keep insured buildings and improvements now or which may hereafter be placed on the said premises against loss or damage by fire, lightning, windstorm and tornado in companies and amounts satisfactory to the Mortgagee, any policy evidencing such insurance to be deposited with and loss thereunder to be payable to the Mortgagee as its interest may appear. At the option of the Mortgagors, and subject to the consent of the Mortgagee, sums so received by the Mortgagee may be used to pay for reconstruction of the destroyed improvements or, if not so applied, at the option of the Mortgagee, may be applied in payment of any indebtedness, matured or unmatured, secured by this mortgage.

g. If the Mortgagee shall incur any expense or expend any sums, including reasonable attorney's fees, whether in connection with any action or proceeding or not, to sustain the lien of this mortgage or its priority, or to protect or enforce any of its rights hereunder, or to recover any indebtedness hereby secured, or for any title examination or title insurance policy relating to the title to the property, all such sums shall on notice and demand be paid by the Mortgagors, together with interest thereon at the current rate hereunder and shall be a lien on the premises secured by this mortgage.

h. That in the event the Mortgagors fail to pay when due any taxes, liens, judgments or assessments lawfully assessed or constituting liens against the property hereby conveyed, or fail to maintain insurance as hereinbefore provided, the Mortgagee may make such payment or provide such insurance and the amount paid therefor shall become a part of the indebtedness secured hereby and bear interest from the date of payment at the current rate hereunder until paid, and be secured by the lien of this mortgage.

THE PARTIES HERETO FURTHER COVENANT AND AGREE:

1. Upon any default in any of the covenants of this mortgage, the Mortgagors in accordance with Subtitle W of the Maryland Rules of Procedure, or any other general or local rules, regulations or laws of the State of Maryland relating to mortgages, including any amendments thereof or supplements or additions thereto which do not materially change or impair the remedy, do hereby (a) declare their assent of the passage of a decree for the sale of the property; and (b) authorize the Mortgagee, its successors or assigns, or David C. Bryan, its attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Any such sale, whether under the assent to a decree or power of sale, may be made by the person or persons authorized to sell either as an entirety or in such separate parcels and on such terms and at such places and in such manner as they may deem advisable.

2. Upon any sale of the property under this mortgage, whether under the assent to a decree, the power of sale, or by equitable foreclosure, the proceeds of such sale shall be applied as follows: First, to the payment of all expenses incident to the sale including a counsel fee of Two Hundred Fifty Dollars ($250.00) for conducting the proceedings if without contest, but if legal services be rendered to the trustee appointed by such decree or to the Mortgagee or to the party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; and also a commission to the party making the sale equal to the commissions allowed trustees for making sales of property under decrees of the equity court having jurisdiction, and also any liens prior to the lien of this mortgage unless the sale is made subject to such prior liens; Second, to the payment of all claims of the Mortgagee hereunder, whether they have matured or not, with interest thereon until final ratification of the auditor's report; Third, the balance, if any, to the Mortgagors or to any person or persons entitled thereto, upon the surrender of the property to the purchaser, less any expenses incurred in obtaining possession.

3. Immediately upon the first insertion of the advertisement or notice of sale, there shall be and become due and owing by the Mortgagors, and each of them, to the party inserting the advertisement or notice all expenses incident to such advertisement or notice, all court costs, attorney's fees and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, then due, equal to one-half (1/2) the percentage allowed as commission on such sum to trustees making sales under orders or decrees of the equity court having jurisdiction, and such party shall not be required to receive the principal and interest only of the mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of such expenses, costs, attorney's fees and commissions.

4. That in the event of a sale of the mortgaged property under the provisions hereof, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as a part thereof.

5. The Mortgagee may at any time renew this mortgage, extend the time for payment of the debt or any part thereof or interest thereon and waive any of the covenants or conditions of this mortgage in whole or in part, either at the request of any one or more of the Mortgagors or of any person having an interest in the property, take or release other security, or any part of this property, or such other security, grant extensions, renewals or indulgences therein, or apply to the payment of principal and interest on the mortgage debt any part or all of the proceeds obtained by sale, foreclosure or receivership as herein provided, without resort or regard to other security, all without in any way releasing the Mortgagors or any of them, from any of the covenants or conditions of this mortgage, or releasing the unreleased part of the property herein described from the lien of this mortgage for the amount of the mortgage debt, and may release any party primarily or secondarily liable on the mortgage debt without releasing any other party liable thereon and without releasing the property subject thereto.

6. Until default is made in any covenant or condition of this mortgage, the Mortgagors shall have possession of the property. Upon default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled without notice to the Mortgagors, or any of them, to the immediate possession of the property and to the appointment of a receiver of the property to operate the same, without regard to the adequacy thereof as security for the mortgage debt, and the Mortgagors shall pay all costs in connection therewith, and upon any default, whether or not a receiver be appointed, the rents and profits of the property are hereby assigned to the Mortgagee as additional security.

7. The rights, powers, privileges and discretions specifically granted to the Mortgagee under this mortgage are not in limitation of, but in addition to those to which the Mortgagee is entitled under any general or local laws relating to mortgages in the State of Maryland, now or hereafter existing.

8. Before full payment of the mortgage debt, the Mortgagee, in its discretion, may make advances to the Mortgagors to the extent permitted by law and such sums shall be secured by this mortgage.

9. The rights, powers and privileges and discretions to which the Mortgagee may be entitled shall inure to the benefit of it and its successors and assigns; are cumulative and not alternative; may be enforced successively or concurrently; and failure to exercise any of them shall not be deemed a waiver thereof and no waiver of any one shall be deemed to apply to any other, nor shall it be effective unless in writing and signed by the Mortgagee.

10. The covenants, agreements, conditions and limitations of or imposed upon the Mortgagors shall be binding upon their respective heirs, personal representatives, successors and assigns.

11. Whenever used herein, the singular shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

WITNESS the signatures and seals of the Mortgagors:

WITNESS:

Katherine C. O'Neil — Paul Vernon Sharp (SEAL)
Paul Vernon Sharp

Katherine C. O'Neil — Mary M. Sharp (SEAL)
Mary M. Sharp

_____ _____ (SEAL)

_____ _____ (SEAL)

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

On this the 17 day of June, 1977 before me, the undersigned officer, personally appeared PAUL VERNON SHARP and MARY M. SHARP, His wife,

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained; and at the same time appeared JAMES O. PIPPIN, JR., the President of the party secured by the aforegoing mortgage,

and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; that the loan sum secured hereby has been paid over and disbursed by the party secured hereby unto the within named Mortgagors or the person responsible for the disbursement of funds in the closing transaction, or their respective Agent, at a time no later than the execution and delivery of this mortgage by the Mortgagors, and he further made oath that he is the Agent of the party secured by the aforegoing mortgage and as such is duly authorized to make this Affidavit.

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

Katherine C. O'Neil
Notary Public
My Commission Expires July 1, 1978

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber CWC #121, folio 624, 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 January 19 81.

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

THIS LEASE, made as of this 17th day of October, 1980, by and between Paul V. Sharp and Mary M. Sharp, his wife, parties of the first part, herein called "Landlords"; and Vincent Higgins and Kathleen M. Higgins, parties of the second part, herein called "Tenants".

WITNESSETH, that the Landlords hereby let to the Tenants and the Tenants hereby take from the Landlords the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the Town of Queen Anne, Six Election District of Queen Anne's County, State of Maryland on the corner of Railroad Avenue and Main Street, bounded on the Northwest by Railroad Avenue, and improved by a residence, the exact dimensions of said property to be determined by a court proceeding as hereinafter set forth in paragraph No. 13 hereof.

TO HAVE AND TO HOLD the said premises unto the Tenants for the period of six (6) months beginning the 17th October, 1980, and ending the 17th day of APRIL ,1981, at and for a rental of ONE THOUSAND SIX HUNDRED FIFTY DOLLARS ($ 1650.00), payable in six (6) equal installments of TWO HUNDRED SEVENTY FIVE DOLLARS ($ 275.00) each; the first installment payable on the execution of this agreement and on the 15th day of each and every succeeding month during the term hereof and any extensions at the residence of the Landlords, Dover, Delaware, or such other reasonable place as the Landlords may designate.

OPTION FOR ONE EXTENSION: The Tenants shall have the option to extend this lease, upon the same terms and conditions as those stated herein, for an additional period of six (6) months, such option to be exercised in writing by the Tenants not later than 10 days prior to the expiration of the original term.

The terms and conditions of this agreement are as follows:

1. That the Tenants shall pay the rent at the time specified herein without deduction or demand.

2. That the Tenants shall pay all telephone, gas, electric, heat, and other utilities and keep the grass cut and the lot in a neat condition.

3. That the Landlords shall maintain the property in a tenantable condition. The Tenant shall not call upon the Landlords for any disbursements or outlays during the term of this Lease, excepting only such major repairs as may be necessary to preserve the property in a tenantable condition and which would be required as a result of causes other than the neglect and misuse of the Tenants.

4. That the Tenants shall use the premises as a private residence and for no other purpose whatsoever and they shall not use or allow said premises or any part hereof to be used for any unlawful purpose or in a noisy, boisterous or other offensive manner.

Exhibit No. 2

5. That the Tenants shall not transfer or assign this Lease or let or sublet the whole or any part of said premises without first obtaining the written consent of the Landlords.

6. That the Tenants shall keep said premises neat and in good order and condition and surrender the same at the expiration of the term hereof in the same order in which they are received, usual wear and tear excepted.

7. That the Tenants shall give the Landlords prompt notice of any defects or breakage in the structure, equipment or fixtures of said premises, and if said damage, other than ordinary wear and tear, is the result of their neglect or misuse, they shall make repairs and replacements equal in quality to the original construction or installation.

8. That the Tenants shall allow the Landlords access to said premises at reasonable times for the purpose of inspection, and in the event of property damage, for the purpose of making repairs the Landlords consider necessary or desirable.

9. That the Tenants shall not make any alterations or additions to the structure, equipment, fixtures or grounds of said premises without first obtaining a written consent from the Landlords which consent shall not be unreasonably withheld, and all improvements made by the Tenants shall belong to the Landlords at the end of this tenancy. Approval by the Landlords of any plans or alterations shall constitute compliance with this paragraph.

10. The Tenants shall not allow any gasoline or other combustibles to be kept on said premises except in approved containers, or permit or do anything that would increase the rate of fire insurance on the improvements.

11. In case of fire or other destruction of the premises or any part thereof, the Tenants shall give immediate notice thereof to the Landlords, and if the damage is without the fault or negligence of the Tenants and is so extensive as to amount practically to the total destruction of the residence, this Lease shall cease and the rent shall be apportioned to the time of the damage. In all other cases where the residence is partially damaged by fire or other casualty without the fault or negligence of the Tenants, the Landlords shall repair the damage with reasonable dispatch, and if the damage has rendered the property untenantable in part, there shall be an apportionment of the rent until the damage has been repaired. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustments of insurance with the insurers and mortgagees, and other causes beyond the control of the Landlords.

12. If the Tenants, with the permission of the Landlord, shall retain possession of the leased premises after the expiration of the initial term hereof, and any extensions thereof, the Tenants shall become tenants of the Landlords from month to month upon the same covenants and conditions, provided, however, that the Tenants, in absence of a breach of any covenant or condition herein, shall be entitled to not less than thirty (30) days notice to vacate the premises, and the Landlords likewise, shall be entitled to thirty (30) days notice from the Tenants of their intention to vacate the leased premises.

13. In regards to any title defect now existing as of the date hereof, of such nature as to prevent the Landlords from conveying good and marketable title, as contemplated by an Agreement of Sale, of even date herewith and attached hereto and made a part hereof, the Landlords shall promptly and diligently prosecute an appropriate proceeding for a final decree declaring absolute ownership and the right of disposition of the property in the Landlords in accordance with Section 14-108 of the Real Property Article of the Annotated Code of Maryland. If the Circuit Court for Queen Anne's County passes such final decree, within the term of this Lease and any extensions thereof, the said Agreement of Sale shall be deemed to have been executed by both parties on the date of such final decree. The purchase of the herein described property shall be made in accordance with the terms and conditions set forth in the said Agreement of Sale.

14. Upon the breach of any covenant or condition herein or the failure to pay rent promptly when due, the Landlords, in addition to any other legal or equitable remedies available to them, are entitled to immediate possession of said premises and the Tenants hereby waive any notice or exemption which they may be otherwise entitled to by law.

15. The Tenants shall pay court costs and reasonable attorneys fees in the event it becomes necessary for the Landlords, or their heirs and assigns, to incur the same in connection with obtaining possession of the premises or the enforcement of any covenant or agreement herein, through legal proceedings or otherwise, and whether or not such proceedings, if any, are prosecuted to final judgment.

16. The parties represent to each other that there are no brokers' or other fees or commissions payable to any person by reason of this lease.

IT IS UNDERSTOOD AND AGREED that the conditions and covenants contained herein are binding on and may be legally enforced by the parties hereto, their respective personal representatives, heirs, successors and assigns, and that no waiver of any breach of any condition or covenant contained herein shall be construed to be a waiver of that condition or covenant or of any subsequent breach thereof, or of any other conditions and covenants contained in this Lease.

WITNESS the hands and seals of the parties hereto in duplicate.

TEST:

Rose Mary Hurst — Paul V. Sharp (SEAL)
Paul v. Sharp

Rose Mary Hurst — Mary M. Sharp (SEAL)
Mary M. Sharp

Rose Mary Hurst — Vincent Higgins (SEAL)
Vincent Higgins

Rose Mary Hurst — Kathleen M. Higgins (SEAL)
Kathleen M. Higgins

No. 60 496
Pc 27032 RECEIVED FOR RECORD Oct 31 1968 2:30 P.M.

THIS DEED, made this 31 day of October, in the year nineteen hundred sixty-eight, by WILLIAM ROE WOLCOTT and ROSE E. WOLCOTT, his wife, of Queen Anne's County, in the State of Maryland;

WITNESSETH, that for and in consideration of the sum of Five Dollars ($5.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said William Roe Wolcott and Rose E. Wolcott, his wife, do hereby grant and convey unto PAUL VERNON SHARP and MARY M. SHARP, his wife, of Queen Anne's County, in the State of Maryland, as tenants by the entireties and not as tenants in common, their assigns, and the survivor of them, his or her heirs and assigns, in fee simple, all of the following described real estate, to wit:

ALL that lot or parcel of land, situate, lying and being in the Town of Queen Anne, Sixth Election District of Queen Anne's County, State of Maryland, on the corner of Railroad Avenue and Main Street, adjoining on the Northeast the said Main Street, on the Southeast the lands of William G. Lynch and wife, on the Southwest the lands of Robert Roy Skinner and wife and on the Northwest the said Railroad Avenue and more particularly described by metes and bounds, courses and distances, as follows:

BEGINNING at the Northwest corner of lands of Robert Roy Skinner and wife, thence along Railroad Avenue North 31 1/2 degrees East, 50 feet; thence South 58 1/2 degrees East, 117 feet; thence South 27 degrees East, 30 feet; thence South 31 1/2 degrees West, 33 feet; thence North 58 1/2 degrees West, 140 feet to the place of beginning.

BEING the same and all of the land which was granted and conveyed to William Roe Wolcott and Rose E. Wolcott, his wife, by Blanch A. Willis, widow, by deed dated August 31, 1965 and recorded among the land records of Queen Anne's County at Liber C.W.C. No. 17, folio 225.

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.

Exhibit No. 3

LIBER 38 PAGE 143

TO HAVE and TO HOLD the said lot and parcel of land and premises unto and to the use of the said Paul Vernon Sharp and Mary M. Sharp, his wife, as tenants by the entireties and not as tenants in common, their assigns, and the survivor of them, his or her heirs and assigns, in fee simple, forever.

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

WITNESS the hands and seals of the said Grantors:

TEST:

Joshua C. O'Neal — William Roe Wolcott (SEAL)
William Roe Wolcott

Joshua C. O'Neal — Rose E. Wolcott (SEAL)
Rose E. Wolcott

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

On this the 21 day of October, in the year nineteen hundred sixty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared William Roe Wolcott and Rose E. Wolcott, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

NOTARY PUBLIC QUEEN ANNE'S COUNTY

Joshua C. O'Neal
Notary Public
My Commission Expires July 1, 1969.

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber CWC #38, folio 143, 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 January 1981.

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

THIS AGREEMENT OF SALE, made this 17th day of October, 1980, by and between Paul V. Sharp and Mary M. Sharp, his wife, whose post office address is ROUTE 1, BOX 274 DA, MARYDEL, DELAWARE, parties of the first part, herein called "Sellers"; and Vincent Higgins and Kathleen M. Higgins, his wife, whose post office address is , parties of the second part, herein called "Buyers" and "Purchasers".

WITNESSETH: that subject to the terms and provisions herein contained, the Sellers do hereby bargain and sell unto the Purchasers, and the Purchasers do hereby agree to buy from the Sellers, the hereinafter described parcel of land, to wit:

ALL that lot or parcel of land situate, lying and being in the Town of Queen Anne, Six Election District of Queen Anne's County, State of Maryland on the corner of Railroad Avenue and Main Street, bounded on the Northwest by Railroad Avenue, and improved by a residence. The exact dimensions of said property will be determined by a court proceeding as hereinafter set forth in paragraph No. 1 hereof, AND SHOWN ON PLAT ATTACHED.

Included in the same as part of said premises are the fixyures and articles of personal property attached to or appurtenant to or used in connection with said premises, including, but not limited to, all and any now existing plumbing, heating and lighting fixtures (including the chandelier), TV and FM antennas, bathroom and kitchen cabinets, mantels, door and window screens, blinds, window shades, curtains and drapes, storm doors and windows, water and gasoline tanks, water and fuel pumps, electric clothes dryer, electric stove, all rugs, except the living room rug, tress, plants, shrubs, fences, paving and the like, if any, all to the extent that they are now existing and now located in or on the premises herein described.

1. Court proceeding: This Agreement of Sale is effective only in the event that the Circuit Court for Queen Anne's County passes a final decree declaring absolute ownership and the right of disposition of the property in the Sellers, as provided for in a lease agreement of even date, attached hereto and made a part hereof. If the Circuit Court for Queen Anne's County refuses to pass such final decree, this Agreement of Sale shall terminate, and the deposit hereafter mentioned returned to the Purchasers.

Financing condition: This Agreement is conditioned upon the Purchasers obtaining a loan to be secured by the property in the amount of $31,350.00 THIRTY-ONE THOUSAND, THREE HUNDRED AND FIFTY DOLLARS at an interest rate of Twelve (12) per centum per annum or less. If the Purchasers are unable to secure such financing, this Agreement shall be terminated and the deposit hereinafter mentioned shall be retained by the Seller. The Purchasers shall be relieved from further liability notwithstanding retention of the deposit by the Sellers. HOWEVER, IF THE FINANCING DESCRIBED SHALL NOT BE AVAILABLE, THE PURCHASER SHALL HAVE THE OPTION TO CONTINUE THE CONTRACT OR DECLARE THE CONTRACT NULL AND VOID.

Exhibit No. 4

3. Price: The full purchase price for the property hereby bargained and sold is THIRTY THREE THOUSAND DOLLARS ($33,000.00), of which the sum of ONE THOUSAND SIX HUNDRED FIFTY DOLLARS ($1650.00), by way of deposit, has been paid prior to the signing hereof in the form of a check payable to ~~David C. Bryan, Esquire, Attorney for~~ Sellers, ~~to be held in an interest bearing escrow account, interest to be paid to the Purchasers to date of settlement.~~ Sellers acknowledge receipt of the deposit. The balance of THIRTY ONE THOUSAND THREE HUNDRED FIFTY DOLLARS ($31,350.00) shall be paid to the Sellers in cash or by certified check at the time of settlement hereafter provided.

4. Settlement: Settlement shall be held at some place mutually agreed upon by the parties, on or before sixty(60) days after the sale has been authorized as provided in a lease agreement of even date, attached hereto and made a part hereof. Time is of the essence of the Agreement of Sale.

5. Title and deed: Upon payment of the unpaid purchase price, Sellers or such persons as may be designated for the purpose by the Circuit Court for Queen Anne's County shall execute and deliver to the Purchasers a deed conveying to the Purchasers good and merchantable fee simple title to the 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 further assurnaces and shall be prepared and recorded at the expense of the Purchasers.

6. 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 the Purchasers.

7. Possession and insurance: The property shall be held at the risk of the Sellers until the time that legal title is passed. However, Sellers shall immediately have the fire and casualty insurance policies now in force on the property so endorsed as to protect both Sellers and Purchasers, as their interests may appear, and continue such insurance in force during the life of this Agreement. Purchasers shall have the right to place whatever additional insurance they may desire at their expense. Possession of the property shall be determined according to the provisions of the before mentioned lease agreement.

8. Realtor: Any fees or commissions due the broker negotiating this sale shall be paid by the Sellers, but in no event shall said fees or commissions exceed Six (6) per cent of the purchase price.

9. Breach by Purchaser: If after the passage of a final decree as contemplated by the herein before mentioned lease agreement, Purchasers shall fail to make full settlement as herein provided, the deposit referred to in Paragraph No. 3 shall be forfeited at the option of the Sellers, in which event the Purchasers shall be relieved from further liability hereunder unless the Sellers notify the Purchasers in writing within 15 days from the date provided for settlement herein of their election to avail themselves of any legal or equitable rights, other than forfeiture, which they may have under this agreement.

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 Sellers:

Address of Purchasers:

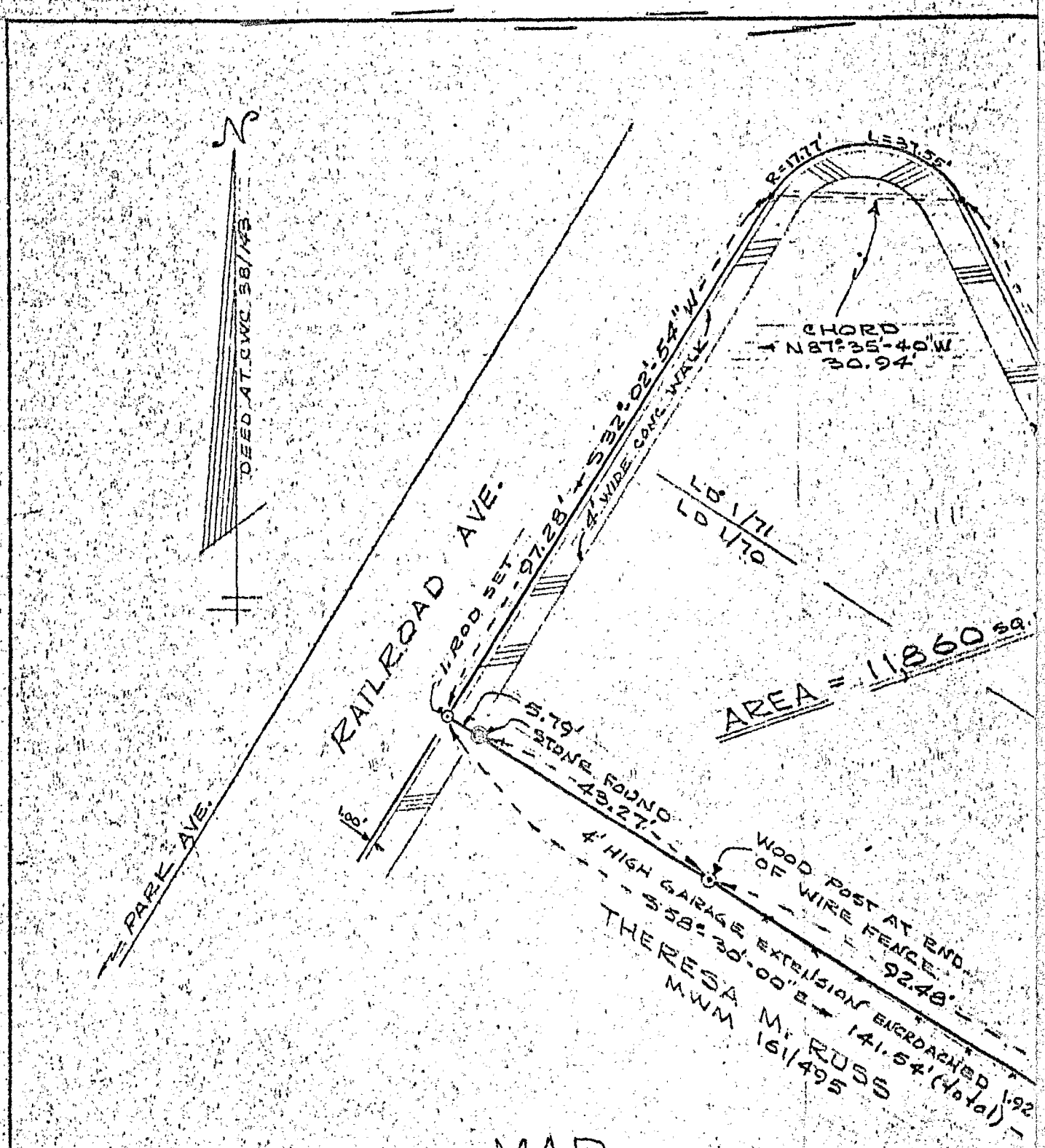
11. Finality of agreement: This Agreement contains the final and entire agreement between the parties hereto.. It is expressly agreed that there are no terms , conditions, warranties or representations (whether oral or written, express or implied) applicable to this Agreement, except those expressly set forth herein and those contained in the herein before mentioned lease agreement. 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 Sellers and Purchasers:

TEST:

Rose Mary Hurst	Paul V. Sharp (SEAL)
Witness	Paul V. Sharp
Rose Mary Hurst	Mary M. Sharp (SEAL)
Witness	Mary M. Sharp
Rose Mary Hurst	Vincent Higgins (SEAL)
Witness	Vincent Higgins
Rose Mary Hurst	Kathleen M. Higgins (SEAL)
Witness	Kathleen M. Higgins



MAP

SHOWING PARCEL OF LAND
TOWN OF QUEEN ANNE
SIXTH ELECTION DISTRICT
QUEEN ANNE'S COUNTY, MARYLAND
SURVEYED FOR

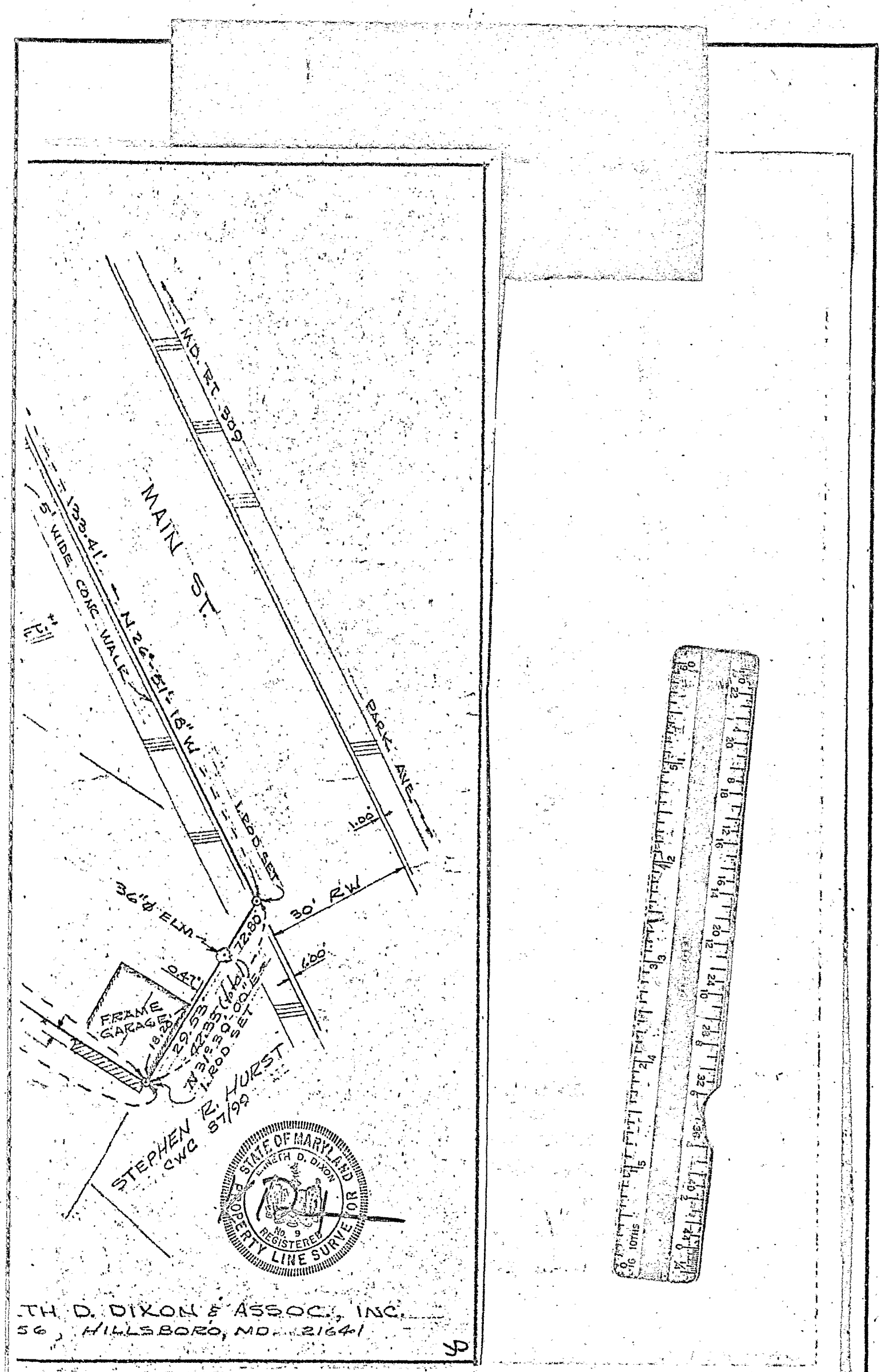
PAUL V. & MARY M. SHARP

SCALE: 1" to 20' OCT., 1980

KENNE
BOX 1

Exhibit No. 5

Q800050143


MD. RT. 309
MAIN ST.
PARK AVE.
133.41'
N 26°-51'-18" W
5' WIDE CONC. WALK
1.00'
1.00'
30' RW
36"Ø ELM
72.80'
0.47'
FRAME GARAGE
18.20'
29.53'
42.35' (1.61)
N 31°-30'-00" E
1 ROD SET
STEPHEN R. HURST
CWC 87/99
STATE OF MARYLAND
KENNETH D. DIXON
No. 9
REGISTERED
PROPERTY LINE SURVEYOR
TH D. DIXON & ASSOC., INC.
56, HILLSBORO, MD. 21641

CERTIFICATE OF SURVEY

THIS IS TO CERTIFY that we have surveyed for PAUL V. & MARY M. SHARP the following parcel of land located at the southeasterly corner of RAILROAD AVE. and MAIN ST. in the TOWN OF QUEEN ANNE, MARYLAND.

BEGINNING at a stone found near the southeasterly edge of a four (4) ft. wide concrete sidewalk, said stone being on the division line for this parcel and land of THERESA M. RUSS --- MM 161/495.

THENCE: (1) with the aforementioned RUSS land and with the first 135.75 ft. of the fifth (5th) course - reversed - (as now surveyed) of the deed from JOHN C. BARCUS et al to JOSEPH BROWN as recorded at Liber LD 1, folio 70, one of the land records of Queen Anne's County, Maryland (passing over a wood fence-post found at 43.27 ft.) S 58°-30'-00" E, 135.75 ft. to an iron rod set at the southeasterly corner of main section of the garage now erected at the southeasterly corner of this parcel. Note that a four (4) ft. high addition to the garage at its southwesterly end is encroached upon RUSS land by 1.92 ft. as reference to the Map of this survey will reveal.

THENCE: (2) with the land of STEPHEN R. HURST, et al, and with the fourth (4th) course (as now surveyed) reversed of the aforementioned deed from BARCUS to BROWN --- CWC 87/99 --- passing by the northeasterly corner of the aforementioned garage at 18.20 ft. with 0.47 ft. clearance and passing through a 36" Ø elm tree at 29.53 ft.) N 31°-30'-00" E, 42.33 ft. to an iron rod set on the southwesterly sideline of MAIN ST., said street sideline being one (1) ft. northeasterly of the northeasterly edge of a five (5) ft. wide concrete sidewalk southwesterly of and parallelling said street sideline.

THENCE: with the southwesterly sideline of MAIN ST., the sideline of the curved turnout of the southeasterly corner of the intersection of MAIN ST. and RAILROAD AVE., and the southeasterly sideline of RAILROAD AVE. the following three (3) courses:

(3) along MAIN ST. --- N 26°-51'-18" W, 133.41 ft. to a point of curve at the intersection at RAILROAD AVE.

(4) along the intersection turnout --- a curve left towards the southwest (with radius of 17.77 ft. and arc length of 37.55 ft.) the chord of which bears N 87°-35'-40" W, 30.94 ft. to a point of tangent at the southeasterly sideline of RAILROAD AVE.

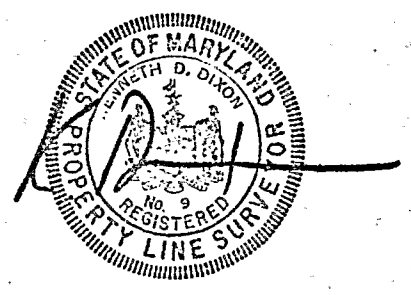
(5) along RAILROAD AVE. --- S 32°-02'-54" W, 97.28 ft. to an iron rod set on the division line for this parcel and the aforementioned RUSS land, said point being one (1) ft. northwesterly of the northwesterly edge of a four (4) ft. wide concrete sidewalk southeasterly of and parallelling said sideline of RAILROAD AVE.

THENCE: (6) with the aforementioned RUSS land (crossing the aforementioned four (4) ft. wide sidewalk) S 58°-30'-00" E, 5.79 ft. to the point of BEGINNING, containing 11,860 sq. ft. of land, more or less.

The above described parcel of land is more particularly shown

Exhibit No. 6

upon a map prepared by the suscriber and entitled "MAP SHOWING PARCEL OF LAND, TOWN OF QUEEN ANNE, SIXTH ELECTION DISTRICT, QUEEN ANNE'S COUNTY, MARYLAND SURVEYED FOR PAUL V. & MARY M. SHARP. Scale: 1" to 20', Oct., 1980".



In Witness whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of B. Emory Jr

John E. Lane (Seal)

Louis E. Lane (Seal)

State of Maryland, County of Queen Annes, to wit, I hereby certify that on this 28th day of November, in the year One Thousand eight hundred and ninety two, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for the County of Queen Annes aforesaid, personally appeared John E. Lane and Louis E. Lane and acknowledged the foregoing Mortgage Bill of Sale to be their respective act; And at the same time also personally appeared John R. Cook Agent for the Birdsall Company, and made oath in due form of law that the consideration in the foregoing Mortgage Bill of Sale is true and bona fide as therein set forth.

B. Emory Jr. J.P.

Queen Annes County, to wit; Be it remembered, that on the Ninth day of December, in the year One Thousand eight hundred and ninety two, the following Deed was brought to be recorded, to wit:

This Deed, made this 1st day of October, in the year One Thousand eight hundred and Ninety two, by Mary E. Barens and John C. Barens of Queen Annes County, State of Maryland; Witnesseth; that in consideration of Fourteen hundred dollars; We, the said Mary E. Barens and John C. Barens, do grant, unto Joseph Brown of Talbot County, State aforesaid, his heirs and assigns, in fee simple, all that lot, piece or parcel of Ground situate, lying and being in Queen Annes County, State aforesaid, near Queen Annes Station, and described as follows, to wit; Beginning for the same at the North west corner of Mrs. Annie Lee's lot; thence N. 31½° E. fifty (50) feet, thence South 58½° E. one hundred and seventeen (117) feet, thence South 27 E. thirty (30) feet, thence South

Exhibit No. 7

31½° W. thirty three (33) feet, thence North 58½° W. One hundred and forty (140) feet to the place of beginning - 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 in anywise appertaining. To Have and to hold the aforesaid piece or parcel of Ground and premises above described or 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 Joseph Brown, in fee simple - Being the same land which the said Mary E. Barcus obtained from F. J. Barton & Sarah J. Barton, by Deed dated Eighteen day of July, Eighteen hundred and eighty nine, recorded in the records of Queen Annes County in Liber W.D. No. 3. folios 241 & 242, - And the said Mary E. Barcus and John C. Barcus covenant that they will warrant specially and generally the property hereby granted - and that they will execute such further apurances of said Land as may be requisite -

Witness their hands and seals.

Test:
Stephen P. Jump

Mary E. Barcus (Seal)
John C. Barcus (Seal)

State of Maryland, Queen Annes County, to wit: I hereby certify, that on this 1st day of October, in the year One Thousand eight hundred and ninety two, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Annes County aforesaid, personally appeared Mary E. Barcus and John C. Barcus and did acknowledge the foregoing Deed to be their respective act.

Stephen P. Jump, JP.

Orig. Exam'd & Mailed Grantee Dec 19/92

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber LD #1, folio 70, 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 January 1981.

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

Queen Anne's County, to wit: Be it remembered, that on the Eighteenth day of October, in the year One Thousand eight hundred and ninety two, the following Mortgage was brought to be recorded, to wit:

This Mortgage, made this 1st day of October in the year One Thousand eight hundred and ninety two, by Joseph Brown and Lydia Brown his wife, of Talbot County State of Maryland Witnesseth; Whereas the said Joseph Brown now stands indebted unto Mary E. Barcus in the full and just sum of Eight hundred dollars, being part of the purchase money of the Lot and house sold to the said Joseph Brown as herein-after described, which said sum the said Joseph Brown promises to pay to the said Mary E. Barcus on or before the first day of October, Eighteen hundred and ninety four, and to pay the interest annually - And whereas it was agreed by the party hereto at the time of sale of said lot and house that payment of said sum of Eight hundred dollars should be secured by these presents -

All and singular that Lot and house, situated, lying and being in the Sixth Election District of Queen Anne's County in the village of Queen Anne's and described by metes and bounds, courses and distances in a Deed from the said Mary E. Barcus, dated the 1st day of October 1892, to the said Joseph Brown - Together with the buildings and improvements thereupon; And the rights, roads, ways, waters, privileges appurtenances and advantages thereto belonging, or in any wise appertaining; To Have and to hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mary E. Barcus her heirs and assigns forever.

Provided that if the said Joseph Brown his heirs personal representatives or assigns, shall pay the interest and and the said eight hundred dollars when due, that is pay the interest on the 1st day of Oct. in each and every year and the principal on the 1st day of Oct. 1894, and shall perform all the covenants herein on his part to be performed, then this Mortgage shall be void. And it is agreed, that, until default be made in the premises, the said Joseph Brown shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed on said hereby Mortgaged property, and on the Mortgage debt and interest hereby intended to be secured, which taxes assessments public dues, charges, Mortgage debt and interest

Orig. Elaud. & delv'd. to S. P. Jump Dec. 16. 1892

Exhibit No. 8

the said Joseph Brown for himself his heirs, personal representatives and assigns, does hereby covenant to pay, when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue, or any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this Mortgage, then the entire Mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mary E. Barens her personal representatives and assigns or her Attorney or Agent, at any time after such default to sell the property hereby Mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns: and which sale shall be made in manner following; viz. upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in Queen Annes County, and such other notice as by the said Mortgagee her personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property under the powers hereby granted, the proceeds, arising from such sale, to apply first to the payment of all expenses incident to such sale, including a commission to the party making 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; secondly, to the payment of all claims of the said Mortgagee her personal representatives and assigns, under this Mortgage whether the same shall have then matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor his personal representatives or assigns, or to whomever may be entitled to the same. And the said Joseph Brown for himself his personal representatives and assigns, does further covenant to insure, and pending the existence of this Mortgage, to keep insured the improvements on the hereby mortgaged land to the amount of at least Eight hundred Dollars, and to cause the policy to be effected thereon to be so framed or indorsed, as in case of fire, to inure to the benefit of the said Mortgagee her personal representatives and assigns, to the extent of the lien or claim hereunder.

Witness the hand and seal of the said Mortgagor

Test:
Stephen P. Jump.

Joseph Brown (Seal)
Lydia Brown (Seal)

State of Maryland, Queen Annes Co., to wit: I hereby certify that on this 1st day of October, in the year One Thousand eight hundred and Ninety Two, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Annes County aforesaid, personally appeared Joseph Brown and Lydia Brown his wife, and did acknowledge the foregoing Mortgage to be their

act; and now at the same time, before me, personally appeared also Mary E. Barcus, the within named 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.

Stephen P. Jump, J.P.

Queen Anne's County, to wit: Be it remembered that on the twenty-eight day of April, Eighteen hundred and ninety-three, the following assignment was brought to be recorded, to wit:

Easton Md. For value received we hereby assign the within Mortgage to Robert B. Dixon or order, or his assigns.

Witness our hands and seals this 27th day of April A.D. 1893.

Witness
J. P. S. Golt

Mary E. Barcus (Seal)
J. C. Barcus (Seal)

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber WD #7, folio 496, 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 January 1981.

Marguerite W. Mankin

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

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that on this first day of July, in the year nineteen hundred and fifteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Harry W.Chambers, the agent of the said Anna Chambers, the within named Mortgagee, and he made oath in due form of law that the consideration stated in the aforegoing Mortgage is true and bona fide as therein set forth; and he further made oath that he is the agent of the said Anna Chambers and has been by her duly authorized to make this affidavit.

WM.E.THOMPSON.

Justice of the Peace.

QUEEN ANNE'S COUNTY, to wit: be it remembered that on the twenty seventh day of April in the year nineteen hundred and seventeen, the following Assignment was brought to be recorded, to wit:- For value received, I hereby assign and transfer the within and aforegoing mortgage unto Katherine C.Hyde. Witness my hand and seal this eighteenth day of April, in the year nineteen hundred and seventeen.

Test: H.W.Chambers. ANNA CHAMBERS. (SEAL).

For value received, I hereby release the within and aforegoing mortgage. this 23rd day of June in the 1922.

Witness my hand and seal

Witness: Rolph Elect Katharine C. Hyde. (SEAL)

#6002.

Wm. Cary Co. and Wm. Cary Co. Pipe Factory Ltd.

QUEEN ANNE'S COUNTY, to wit: be it remembered that on the second day of July in the year nineteen hundred and fifteen, the following MORTGAGE was brought to be recorded, to wit:-

THIS MORTGAGE, made this thirtieth day of June, in the year nineteen hundred and fifteen, by Lydia Brown of Queen Annes County, in the State of Maryland.

WHEREAS, Joseph Brown and his wife the said Lydia Brown, by their deed of Mortgage bearing date the first day of October, in the year one thousand eight hundred and ninety two conveyed to Mary E.Barous the lands and premises hereinafter described to secure the payment of the sum of Eight Hundred Dollars, the same being for balance of purchase money for said land and premises, with interest on said sum of money payable annually on the first day of October in each year, and said Mortgage was duly assigned by the said Mary E.Barous to Robert B.Dixon of Talbot County in the State of Maryland, as will appear by reference to Liber W.D.No.7, folio 496, one of the Land Record Books of Queen Anne's County.

AND WHEREAS since the execution of the Mortgage and the assignment in form and manner aforesaid the said Joseph Brown departed this life having first made his last will and testament in and by which the said Mortgaged premises were devised to the said Lydia Brown.

AND WHEREAS there is an omission of the granting clause in said Mortgage and for the purpose of correcting and confirming said Mortgage and the assignment made thereunder

Exhibit No. 9

to the said Robert B.Dixon these presents are executed.

NOW THIS MORTGAGE WITNESSETH that in consideration of the premises and the sum of one dollar the said Lydia Brown does hereby grant and convey unto the .. Robert B.Dixon, his heirs and assigns, All and Singular that lot and house and premises, situate, lying and being in the sixth election district of Queen Anne's County in the State of Maryland in the village of Queen Anne's and described as follows, to wit:- Beginning at the north west corner of the Annie Lee's lot, thence north thirty one and one half degrees east fifty feet, thence south fifty eight and one half egrees east, one hundred and seventeen feet, thence south twenty seven degrees east thirty feet, thence south thirty and one-half degrees west thirty three feet, thence north fifty eight and one half degrees west one hundred and forty feet to the place of beginning be the quantity therein contained what it may, more or less.

BEING the same property which was conveyed to the said Joseph Brown by deed from Mary E.Barnus and husband bearing date the first day of October, in the year one thousand eight hundred and ninety two and recorded among the Land Record Books of Queen Anne's County.

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

To HAVE and To HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Robert B.Dixon, his heirs and assigns forever.

PROVIDED, that if the said Lydia Brown, her heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Eight Hundred Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that until default be made in the premises, the .. Lydia Brown her heirs and assigns, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Lydia Brown, for herself, her heirs, personal representatives and assigns, does hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Robert B.Dixon, his personal representatives or assigns, or J.FRANK TURNER, their Attorney or Agent, at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon

giving twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in Queen Anne's County, and such other notice as by the said Mortgagee, his personal representatives or assigns may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale to apply: first, to the payment of all expenses incident to such sale, including a fee of Ten Dollars and a commission to the party making 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; secondly, to the payment of all claims of the said Mortgagee, his personal representatives and assigns, under this Mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, her personal representatives, or assigns, or to whoever may be entitled to the same.

AND the said Mortgagor for herself, her personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to Trustees making sale under orders or decrees of the Circuit Court for Queen Anne's County, in Equity, which said expenses, costs and commission the said Mortgagor for herself, her heirs, personal representatives and assigns do hereby covenant to pay and the said Mortgagee, his personal representatives or assigns, or J.FRANK TURNER, 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 Lydia Brown, for herself, her personal representatives and assigns, does further covenant to insure and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, his personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Eight Hundred Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee, his personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, his personal representatives and assigns.

Witness the hand and seal of the said Mortgagor.

Test: Stephen P.Jump. LYDIA BROWN. (SEAL).

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that on this 30th. day of June, in the year nineteen hun-

dred and fifteen, before me, a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared Lydia Brown, the Mortgagor named in the foregoing Mortgage and acknowledged the aforegoing Mortgage to be her act. At the same time also appeared ...., 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.

STEPHEN P. JUMP.

Justice of Peace.

STATE OF MARYLAND,

TALBOT COUNTY, to wit:-

I hereby certify that on this thirtieth day of June in the year one thousand nine hundred and fifteen, personally appeared before me Notary Public of the State of Maryland, in and for Talbot County, Robert B. Dixon, and made affirmation in due form of law that the consideration set forth in the aforegoing Mortgage is true and bona fide as therein set forth.

Notary Seal Public

Witness my hand and Notarial Seal the day and year aforesaid.

ELMA FLEMING.

Notary Public.

Queen Annes County, to wit: Be it remembered that on the seventh day of October, in the year 1921, the following assignment was brought to be recorded to wit:

We, the undersigned, James Dixon, William A. Dixon and J. Kemp Bartlett, Executors of the last will and testament of Robert B. Dixon, deceased, hereby for the value received, assign the within mortgage to James Dixon, Substituted Trustee for Sally S. Brian, under the last will and testament of J. Davis Clark, late of Talbot County, Maryland, deceased.

Witness our hands and seals this 5th day of October, 1921.

Witness as to James Dixon, W. Lester Ball — James Dixon (Seal)

Witness as to Wm A. Dixon, W. H. Norris — Wm A. Dixon (Seal)

Witness as to J. Kemp Bartlett, G. M. Lassance — J. Kemp Bartlett (Seal)

Executors of Robert B. Dixon.

For foreclosure proceedings See Sly 1 2955

Queen Annes County, to wit: Be it remembered that on the 28th day of June in the year 1933 the following assignments were brought to be recorded, to wit:

For value Received, I hereby assign the within and foregoing mortgage to James F. Clark for one-half, Lenora G. Chaffinch attorney in fact for one fourth, and Lenora G. Chaffinch for one fourth, the amount due hereon being Eight Hundred Dollars, with interest thereon from October 1st 1931. Witness my hand and seal this 5th day of June 1933.

Witness: Alfred C. Tharp — James Dixon, Trustee (Seal)

Mrs. Sallie S. Brian.

For value received we hereby assign the within mortgage to Fred P. Owens for collection. As witness our hands and seals this 21st day of June, 1933.

Test: Percy M. Williams — James F. Clark (Seal)

Test: J. Roland Chaffinch — Lenora G. Chaffinch (Seal)

Test: J. Roland Chaffinch — Attorney in fact

Lenora G. Chaffinch (Seal)

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber WFW #7, folio 274, 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 January 19 81.

Marguerite W. Mankin

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

eight (8) inches to the outer curb of the pavement on the southeast side of said Liberty Street; and thence in a northeasterly direction with said outer curb of said pavement fifty seven (57) feet and six (6) inches to the said place of beginning; being the same land which was granted and conveyed unto the said Theodore E. Shea by William R. Horney, Assignee of Mortgage and Vendor, by deed bearing date the 13th day of June, 1931, and recorded in Liber B. H. T. No. 13, folios 120, etc., a land record book for Queen Anne's County aforesaid.

SUBJECT, nevertheless, to the lien and operation of the mortgage for Four Thousand Dollars ($4,000.00) from the said Theodore E. Shea and Alice Killiam Shea, his wife, to The Del-Mar-Va Mortgage Company, a body corporate, bearing date the 13th day of June, 1931, and recorded in Liber B. H. T. No. 13, folios 122, etc., a land record book for Queen Anne's County aforesaid.

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

TO HAVE and TO HOLD the said lots or parcels of land and premises, unto and to the use of the said Alice Killiam Shea, her heirs and assigns, in fee simple, forever, subject, nevertheless, to the lien and operation of the aforesaid mortgage.

AND the said Theodore E. Shea except as to the aforesaid mortgage, does hereby covenant that he has not done nor suffered to be done any act, matter or thing whstoever to encumber the property hereby granted and conveyed; that he will warrant specially the property hereby granted and conveyed; and that he will execute such further assurances of said land as may be requisite.

WITNESS the hand and seal of the said Grantor:

TEST: (as to said Grantor).

HILDA T. SEWARD

THEDORE E. SHEA (SEAL)

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

I HEREBY CERTIFY that on this Twenty Seventh day of November, in the year nineteen hundred and thirty three, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Theodore E. Shea and acknowledged the aforegoing DEED to be his act.

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

Notary
Public
Seal.

HILDA T. SEWARD
Notary Public.

One-Fifty Cent Int. Rev.
Stamp. Endorsed A,K.S.
11/27/33.

Orig'l Exam'd & delivered to Wm. R. Horney, atty
Jan. 18, 1934

::
#16,430. QUEEN ANNE'S COUNTY, TO WIT:
Be it remembered that on the Eighth day of January, in the year nineteen hundred and thirty four, the following Deed was brought to be recorded, to wit:-

One-One Dollar and One-Fifty Cent
Int. Rev. Stamps. Endorsed H & C
12/19/33.

This Deed, Made this 19th day of December, in the year nineteen hundred and thirty-three, by Fred R. Owens, Assignee for Collection as hereinafter set forth, and Lenore G. Chaffinch and J. Roland Chaffinch, her husband, all of Caroline County, State of Maryland.

Whereas, at a public sale made on the twenty-second day of July, in the year nineteen hundred and thirty-three, in pursuance of the special power and authority vested in him as Assignee for Collection in and by a certain mortgage from Lydia A. Brown to Robert B. Dixon, bearing date the thirtieth

day of June, nineteen hundred and fifteen, and recorded among the land records of Queen Anne's County in Liber W. F. W. No. 7 folio 274, and which said mortgage was by mesne assignments duly assigned to Fred R. Owens for collection, as will appear by reference to said assignment duly recorded at the foot of said mortgage, which sale was made after default had occurred under said mortgage and after due public notice of sale and after bond had been filed in the Circuit Court for Queen Anne's County, in Equity, the parcel of land and premises hereinafter described being the same land by said mortgage conveyed, was sold unto Lenore G. Chaffinch of Caroline County, State of Maryland, who was then and there the highest bidder at and for the sum of One Thousand and twenty-five dollars ($1025.00) and the sale having been duly reported to and ratified by the said Court and the purchase money fully paid, as is hereby acknowledged, the said Assignee for Collection is in law duly authorized to execute a deed for the property to the purchaser.

And Whereas, since said sale, the said Lenore G. Chaffinch has sold said property to E. Roy Hopkins and Howard C. Eley, of Queen Anne's County, State of Maryland, and has requested the said Fred R. Owens, Assignee for Collection, to join in this deed with her for the purpose of conveying said lands and premises to the said E. Roy Hopkins and Howard C. Eley.

Now, Therefore, This Deed Witnesseth, that the said Fred R. Owens, Assignee as aforesaid, in consideration of the premises and of the sum of One Dollar ($1.00) to him by the grantee paid, in execution of the power and authority in him vested by the said mortgage, does hereby grant and convey unto the said E. Roy Hopkins and Howard C. Eley as tenants in common, and not as joint tenants, all the right, title and interest of the said Lydia A. Brown or of those claiming by, from or under them, in and to the lands and premises hereinafter described, and the said Lenore G. Chaffinch and J. Roland Chaffinch in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration do hereby grant and convey unto the said E. Roy Hopkins and Howard C. Eley, as tenants in common and not as joint tenants, their heirs and assigns, in fee simple:

All and singular that lot and house and premises situate, lying and being in the Sixth Election District of Queen Anne's County, in the State of Maryland, in the village of Queen Anne's, and described as follows, to wit: Beginning at the northwest corner of Mrs. Annie See's lot, thence north thirty-one and one-half degrees, east fifty feet; thence south fifty-eight and one-half degrees, east one hundred and seventeen feet; thence south twenty-seven degrees, east thirty feet; thence south thirty one and one-half degrees, west thirty-three feet; thence north fifty-eight and one half degrees, west one hundred and forty feet to the place of beginning, be the quantity therein contained what it may, more or less. Being the same property which was conveyed to the said Joseph Brown by deed from Mary E. Barcus and husband, bearing date the first day of October, in the year one thousand eight hundred and ninety-two, and recorded among the land record books of Queen Anne's County.

Together with the improvements thereon and the rights and appurtenances thereto belonging or appertaining.

To Have and to Hold the above granted land and premises unto the said E. Roy Hopkins and Howard C. Eley, as tenants in common and not as joint tenants, their heirs and assigns in fee simple.

Witness the hands and seals of the said Grantors.

Test:

HILDA C. FOWLER

FRED R. OWENS (SEAL)
Assignee for Collection
LENORE G. CHAFFINCH (SEAL)
J. ROLAND CHAFFINCH (SEAL)

State of Maryland, Caroline County, to wit:

I hereby certify that on this 29 day of December in the year nineteen hundred and thirty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Fred R. Owens, Assignee for Collection and Lenore G. Chaffinch and J. Roland Chaffinch, her husband, and each acknowledged the aforegoing deed to be their act and deed.

As witness my hand and Notarial Seal.

HILDA C. FOWLER
Notary Public.

Notary
Public
Seal.

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber BHT #17, folio 159, 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 January 19 81.

Marguerite W. Mankin

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

NOW THEREFORE THIS DEED OF ASSIGNMENT OF MORTGAGE WITNESSETH: That the said John Denwood Gadd for and in consideration of the sum of $2606.05 to him in hand paid by the said trustee at or before the execution or delivery of these presents, the receipt of which is hereby acknowledged does hereby grant and assign unto the party of the second part, the said A. Sydney Gadd, surviving executor of Margaret T. Gadd and trustee of the trust created by her will for (said) John Denwood Gadd (her son) for his life, his right, title, interest and estate in said mortgage and in the property described in said mortgage and in the mortgage debt so assigned unto him as aforesaid to the extent of twenty six hundred and six dollars and five cents ($2606.05) with interest thereon from the date of these presents.

Reserving unto him the said assignor that part of the debt so assigned unto him not hereby assigned, to wit: the deifference between the sum of $2882.35 and the sum of $2606.05 with all unpaid interest due on whole to date of these presents.

And it is hereby agreed and understood between the parties hereto and as a further consideration of this assignment that that part of the estate of the said assignor in said mortgage and mortgage debt not hereby assigned shall stand as to the security, rights and remedies given by said mortgage to the holders thereof on an equal footing and/or pari passu with that part of each mortgage and mortgage debt hereby assigned.

IN TESTIMONY WHEREOF the party of the first part has hereunto set his hand and seal the day and year first above written.

TEST: JOHN D. GADD (SEAL)

GEO. T. HOBBY

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

I hereby certify that on this 7th day of April in the year nineteen hundred and thirty three before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared the above named John Denwood Gadd and he did acknowledge the aforegoing DEED OF ASSIGNMENT OF MORTGAGE to be his act.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my seal Notarial the day and year above written.

Notary Public Seal.

GEO. T. HOBBY
NOTARY PUBLIC.

::

#16,581. QUEEN ANNE'S COUNTY, TO WIT:

Be it remembered that on the Sixteenth day of May, in the year nineteen hundred and thirty four, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this 15th day of May, in the year nineteen hundred and thirty four, by and between E. Roy Hopkins (single man) and Howard C. Eley and Elizabeth J. Eley, his wife, of Queen Anne's County, State of Maryland, parties of the first part, and Blanch A. Willis, of Talbot County, State of Maryland, party of the second part;

WITNESSETH, that for and in consideration of the sum of Five Dollars ($5.00) and other valuable considerations, the receipts of which are hereby acknowledged, the said E. Roy Hopkins and Howard C. Eley and Elizabeth J. Eley, his wife, do hereby grant and convey unto the Blanch A. Willis, her heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, in the village of Queen Anne, and described as follows, to wit: BEGINNING at the northwest corner of Annie See's lot; thence north thirty one and one-half degrees east, fifty feet; thence south fifty eight and one-half degrees east, one hundred and seventeen feet; thence south twenty seven degrees east, thirty feet; thence

Orig'l Eff'd & delivered to Blanch A. Willis May 4, 1937

Exhibit No. 11

south thirty one and one-half degrees west, thirty three feet; thence north fifty eight and one-half degrees west, one hundred and forty feet to the place of beginning, be the quantity therein contained what it may, more or less; being the same land which was granted and conveyed unto the said E. Roy Hopkins and Howard C. Eley, as tenants in common, by Fred R. Owens, Assignee, by deed bearing date the 19th day of December, 1933, and recorded in Liber B. H. T. No. 17, folios 159, etc., a land record book for Queen Anne's County aforesaid.

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

TO HAVE and TO HOLD the said lot or parcel of land and premises, unto and to the use of the Blanch A. Willis, her heirs and assigns, in fee simple, forever.

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

WITNESS the hands and seals of the said Grantors:

TEST: (as to grantors).
W. D. BISHOP

E. ROY HOPKINS (SEAL)
HOWARD ELEY (SEAL)
ELIZABETH J. ELEY (SEAL)

STATE OF MARYLAND, }
TALBOT COUNTY, } TO WIT:

I HEREBY CERTIFY that on this day of May 15th in the year nineteen hundred and thirty four, before me, the subscriber, a Notary Public of the State of Maryland in and for Talbot County aforesaid, personally appeared E. Roy Hopkins and Howard C. Eley and Elizabetth J. Eley, his wife, and each acknowledged the aforegoing DEED to be their respective act.

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

One-Two Dollar Int. Rev. Stamp. Endorsed B.A.W. 5/16/34.

Notary Public Seal.

W. D. BISHOP
Notary Public.

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber BHT #17, folio 504, 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 January 19 81.

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

Rel7495 QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Twenty Fifth day of October, in the year nineteen hundred and sixty six, the following Release was brought to be recorded, to wit:-

FOR VALUE RECEIVED, The Sudlersville Bank of Maryland, a body corporate does hereby RELEASE the within and aforegoing Mortgage.

WITNESS the hand of LeRoy P. Everett, its Vice-President and seal of said Corporation this 24th day of October, 1966.

ATTEST: THE SUDLERSVILLE BANK OF MARYLAND

WILLIAM M. D. ROE
William M. D. Roe, Cashier

LeROY P. EVERETT
LeRoy P. Everett, Vice-President

Corporate Seal.

No 5-4-44
Re 12-4-3 & RECEIVED FOR RECORD Sept 2 1965.

THIS DEED, made this 31st day of August, 1965, by and between BLANCH A. WILLIS, widow, party of the first part, hereinafter called GRANTOR and WILLIAM ROE WOLCOTT and ROSE E. WOLCOTT, his wife, parties of the second part, hereinafter called GRANTEES.

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 Grantor does hereby grant and convey unto the Grantees, as tenants by the entirety, their assigns, and unto the survivor of them, the survivor's heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that lot or parcel of land, situate, lying and being in the Town of Queen Anne, Sixth Election District of Queen Anne's County, State of Maryland, on the corner of Railroad Avenue and Main Street adjoining on the Northeast the said Main Street, on the Southeast the lands of William G. Lynch and wife, on the Southwest the lands of Robert Roy Skinner and wife and on the Northwest the said Railroad Avenue and more particularly described by metes and bounds, courses and distances, as follows:

BEGINNING at the Northwest corner of lands of Robert Roy Skinner and wife, thence along Railroad Avenue North 31½ degrees East 50 feet; thence South 58½ degrees East 117 feet; thence South 27 degrees East 30 feet; thence South 31½ degrees West 33 feet; thence North 58½ degrees West 140 feet to the place of beginning.

BEING the same lot which by deed dated May 15, 1934 and recorded among the land records of Queen Anne's County in Liber B.H.T. No. 17 folio 504 was granted and conveyed by E. Roy Hopkins et al. unto the said Grantor.

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.

Exhibit No. 12

9-28-65 Original misplaced Hunter - Queen Anne. Rd

TO HAVE AND TO HOLD the said lot or parcel of land and premises, above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the Grantees, as tenants by the entirety, their assigns, and unto the survivor of them, the survivor's heirs and assigns, in fee simple forever.

AND the said Grantor does hereby covenant that she has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; that she will warrant specially the property hereby conveyed; and that she will execute such further assurances of the said land as may be requisite.

AS WITNESS the hand and seal of the said Grantor:

TEST:

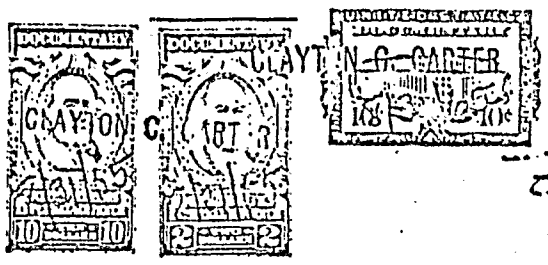
Blanche A. Willis (SEAL)
Blanch A. Willis

STATE OF MARYLAND

COUNTY OF TALBOT, to wit:

I HEREBY CERTIFY, that on this 31st day of August, 1965, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared BLANCH A. WILLIS, and acknowledged the aforegoing Deed to be her act.

AS WITNESS my hand and Notarial Seal.



Notary Public

ERNEST M. THOMPSON NOTARY PUBLIC Talbot County, Md.

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber CWC #17, folio 225, 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 January 19 81.

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

31½° W. thirty three (33) feet, thence North 58½° W. One hundred and forty (140) feet to the place of beginning — 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 in anywise appertaining. To Have and to hold the aforesaid piece or parcel of Ground and premises above described or 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 Joseph Brown, in fee simple — Being the same land which the said Mary E. Barcus obtained from F. J. Barton & Sarah J. Barton, by Deed dated Eighteen day of July, Eighteen hundred and eighty nine, recorded in the records of Queen Annes County in Liber W.D. No. 2 folios 241 & 242, — And the said Mary E. Barcus and John C. Barcus covenant that they will warrant specially and generally the property hereby granted — and that they will execute such further assurances of said Land as may be requisite —

Witness their hands and seals

Test: Mary E. Burcus (Seal)
Stephen P. Jump John C. Burcus (Seal)

State of Maryland, Queen Anne's County, to wit: I hereby certify, that on this 1st day of October, in the year One Thousand eight hundred and ninety two, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Annes County aforesaid, personally appeared Mary E. Barcus and John C. Barcus and did acknowledge the foregoing Deed to be their respective act.

Stephen P. Jump, JP.

Orig. Exam'd. & Mailed Grantee Dec 19/92.

Queen Anne's County, to wit: Be it remembered that on the Ninth day of December, in the year One Thousand eight hundred and ninety two, the following Deed was brought to be recorded, to wit:

This Deed, made this first day of October, in the year Eighteen hundred and ninety two (1892) by Joseph W. Gibson and Lida Gibson, his wife, of Queen Annes County, State of Maryland; Witnesseth; That in consideration of the sum of Two hundred and seventy five ($275) dollars, the receipt of which is hereby acknowledged; We, the said Joseph W. Gibson and Lida Gibson do grant unto Joseph Brown of Talbot Co., State aforesaid, in fee simple, a certain lot of ground, numbered Seven on the plat, situated and lying in Queen Anne County, State of Maryland, on Rail Road Street, Queen Anne, and within the following metes and bounds, Commencing at letter G. on the plat or three hundred and fifteen feet from the South West corner of Mrs. Emma Harris lot; thence running North thirty one and half degrees East seventy four feet, South twenty seven degrees East one hundred and thirty

Orig. Exam'd. & Mailed Dec. 19th 1892

2

two feet, North fifty eight and half degrees West one hundred and seventeen feet to beginning — And the said Joseph W. Gibson and Lida Gibson covenant and agree with said Joseph Brown that they will warrant generally the property hereby conveyed and will execute such further assurances of title as may be requisite — Witness our hands & seals the date herein written

Test:
J. P. Temple.

Joseph W. Gibson (Seal)
Lida Gibson (Seal)

State of Maryland, Queen Anne's County, to wit: I hereby certify that on this first day of October in the year Eighteen hundred and ninety two, (1892), before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared Joseph W. Gibson and Lida Gibson and did acknowledge the aforegoing Deed to be their act.

J. P. Temple, J.P.

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber LD #1, folio 71, 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 January 1981.

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

LIBER 13 PAGE 233

PAUL V. SHARP, ET AL. Plaintiffs	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	QUEEN ANNE'S COUNTY
JOHN H. BROWN, ET AL. Defendants	*	Chancery No.

* * * * * * *

PETITION FOR PROCESS
UNDER MARYLAND RULE 111 AGAINST DEFENDANTS
WHOSE WHEREABOUTS IS UNKNOWN

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Paul V. Sharp, Mary M. Sharp, Vincent Higgins, Kathleen M. Higgins, and the Centreville National Bank of Maryland, Plaintiffs, by David C. Bryan, their attorney, moves your Honors to authorize that the Defendants whose address is unknown be proceeded against by posting the property which is the subject matter of this proceeding pursuant to Maryland Rule 111, and respectfully represents as grounds therefore that:

1. In an effort to locate information as to the successors in interest of Joseph Brown, the attorney for your petitioners searched the land and will records of Queen Anne's County, he having been informed by J. Paul Brown, since deceased, and a member of the Brown family that Joseph Brown is believed to have died at a residence near the Town of Queen Anne in Queen Anne's County, Maryland and a resident of said Queen Anne's County.

2. That in February, 1981, he had a conversation with L. Clark Ewing, Esquire, a member of the Talbot County Bar, and former resident of the Town of Queen Anne, with regard to various family members known to him, and with regard to persons who knew the Brown family.

3. That as a result of said conversation, contacts were made with Rita Clark, former postmistress of Queen Anne, Miss Clara Price, age 95, who once lived across the street from the Brown family, Mrs. John W. Chaires, Sr., a long-time resident of Queen Anne, Mr. Joseph Eaton, a long-time resident of Queen Anne, Mr. Eugene Brown, one of the Defendants, and Mr. Palmer Pippin, a long-time resident of Queen Anne.

4. As a result of said conversations, all members of the Brown family who might have an interest and who are known to be living, namely, John H. Brown, Eugene Brown, Margaret Brown and Elizabeth B. Allord were named as Defendants herein.

WHEREFORE, your Petitioner respectfully prays your Honors to pass an Order authorizing that the Defendants whose whereabouts are unknown be proceeded against by setting up a copy of the Order of Publication herein upon the land which is the subject matter of these proceedings.

I do solemnly declare and affirm under the penalties of perjury that the contents of the aforegoing Petition For Process Under Maryland Rule 111 Against Defendants Whose Whereabouts are Unknown are true and correct.

RECEIVED
CLERK, CIRCUIT COURT
1981 MAR 12 PM 1:10
QUEEN ANNE'S COUNTY

David C. Bryan
Attorney for Plaintiffs

PAUL V. SHARP, ET. AL. Plaintiffs	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	QUEEN ANNE'S COUNTY
JOHN H. BROWN, ET. AL. Defendants	*	Chancery No.

* * * * * * *

ORDER

It is by the Circuit Court for Queen Anne's County, in Equity, this 13th day of March, 1981, ORDERED, that the Clerk of this Court proceed against Joseph Brown (address unknown), not known to be living or dead and not known to be a resident or non-resident of the State of Maryland; and the unknown heir, devisee, or personal representative of Joseph Brown, successor in interest to Joseph Brown, address unknown, not known to be living or dead, and not known to be a resident or non-resident of the State of Maryland; and the unknown heirs, devisees, personal representatives, and assigns of Joseph Brown, and any and all unknown persons and unknown heirs, devisees, personal representatives, and assigns of all unknown persons, whether residents or non-residents of the State of Maryland, having any interest in the property herein described or in the Estate of Joseph Brown, whether born or unborn, or who may hereafter acquire or may claim any interest in the property herein described or in the Estate of Joseph Brown, or whose rights are involved in or affected by this proceeding, Defendants, whose whereabouts is unknown, under Maryland Rule 111, in lieu of service by publication pursuant to Maryland Rule 105(b);

AND IT IS FURTHER ORDERED, that the Sheriff of Queen Anne's County, Maryland, shall put up a copy of the Order of Publication filed herein upon the land described in the Bill of Complaint in a prominent location facing Main Street.

AND IT IS FURTHER ORDERED, that proof of the fact and date of posting shall be made by certificate of the Sheriff filed in this proceeding.

RECEIVED
CLERK, CIRCUIT COURT
1981 MAR 16 PM 4 12
QUEEN ANNE'S COUNTY

Taylor Carter
Judge

PAUL V. SHARP, et al. Plaintiffs	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	QUEEN ANNE'S COUNTY
JOHN H. BROWN, et al. Defendants	*	Chancery No.
	*	

* * * *

ORDER OF COURT

ORDERED, this 13th day of March, 1981 by the Circuit Court for Queen Anne's County, in Equity, pursuant to Maryland Rule 103g that since the exhibits filed with the Bill of Complaint in this case are not necessary to a full understanding of the essential cause of action, copies of the exhibits need not be served with the summons on any of the Defendants, except Exhibit No. 5

Clayton C. Carter
JUDGE

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CLERK, CIRCUIT COURT
1981 MAR 16 PM 4: 12
QUEEN ANNE'S COUNTY

PAUL V. SHARP, ET. AL. Plaintiffs	*	IN THE CIRCUIT COURT
vs.	*	FOR
JOHN H. BROWN, ET. AL. Defendants	*	QUEEN ANNE'S COUNTY Chancery No.

* * * * * * *

ORDER OF PUBLICATION

MAR 12-81 * 2 499 *****60 00
MAR 12-81 A 92 499 *****60 00

Ordered by the Circuit Court for Queen Anne's County: The Defendants, Joseph Brown (address unknown), not known to be living or dead and not known to be a resident or non-resident of the State of Maryland; and the unknown heir, devisee, or personal representative of Joseph Brown, successor in interest to Joseph Brown, address unknown, not known to be living or dead, and not known to be a resident or non-resident of the State of Maryland; and the unknown heirs, devisees, personal representatives, and assigns of Joseph Brown, and any and all unknown persons and unknown heirs, devisees, personal representatives, and assigns of all unknown persons, whether residents or non-residents of the State of Maryland, having any interest in the property herein described or in the Estate of Joseph Brown, whether born or unborn, or who may hereafter acquire or may claim any interest in the property herein described or in the Estate of Joseph Brown, or whose rights are involved in or affected by this proceeding, are hereby notified that the Plaintiffs, Paul V. Sharp and Mary M. Sharp, his wife, Vincent Higgins and Kathleen M. Higgins, his wife, and The Centreville National Bank of Maryland have filed an action seeking a court decree that the Plaintiffs, as their interests appear, are the absolute owners of the hereinafter described real estate free and clear of any and all interest of the Defendants, or any of them, and that the Defendants and all the heirs, descendants and assigns and all persons known or unknown, born or unborn, claiming by, through or under said Joseph Brown be perpetually enjoined from making or attempting to make any claim or demand for or against the within described lot or parcel of land or against the Plaintiffs in this proceeding, and naming Joseph Brown and the unknown heir, devisee, or personal representative of Joseph Brown, successor in interest of Joseph Brown, address unknown, not known to be living or dead, and not known to be a resident or non-resident of the State of Maryland; and the unknown heirs, devisees, personal representatives, and assigns of Joseph Brown, and any and all unknown persons and unknown heirs, devisees, personal representatives, and assigns of all unknown persons, whether residents or non-residents of the State of Maryland, having any interest in the property herein described or in the Estate of Joseph Brown, whether born or unborn, or who may hereafter acquire or may claim any interest in the property herein described or in the Estate of Joseph Brown, or whose rights are involved in or affected by this proceeding, as Defendants, and stating that each Defendant's address is unknown.

The Bill of Complaint to Quiet Title to Real Estate alleges:

1. This proceeding is filed under the Real Property Article Sub-Section 14-108 of the Annotated Code of Maryland (1974 Edition).

RECEIVED
CLERK, CIRCUIT COURT
1981 MAR 16 PM 4 10
QUEEN ANNE'S COUNTY

2. The individual Plaintiffs, Paul V. Sharp and Mary M. Sharp, his wife, own, hold title to and are in full possession and ownership, in fee simple, subject, however, to a mortgage held by the Plaintiff, The Centreville National Bank of Maryland, dated June 17, 1977, and recorded among the land records of Queen Anne's County, Maryland in Liber C.W.C. No. 121, folio 624, of which a copy was filed as part of the Bill, marked "Exhibit No. 1" and subject also to a lease agreement between the individual Plaintiffs, Paul V. Sharp and Mary M. Sharp, his wife, and Vincent Higgins and Kathleen M. Higgins, his wife, of which a copy was filed as a part of the Bill marked "Exhibit No. 2", of all that lot or parcel of land, containing 11,860 square feet, more or less, situate, lying and being in the Town of Queen Anne, Sixth Election District of Queen Anne's County, State of Maryland, and described as follows, that is to say:

ALL that parcel of land located at the southeasterly corner of Railroad Ave. and Main St. in the Town of Queen Anne, Maryland, and more particularly described as follows, to wit:

BEGINNING at a stone found near the southeasterly edge of a four (4) ft. wide concrete sidewalk, said stone being on the division line for this parcel and land of Theresa M. Russ-MWM 161/495. Thence: (1) with the aforementioned Russ land and with the first 135.75 ft. of the fifth (5th) course - reversed - (as now surveyed) of the deed from John C. Barcus et al. to Joseph Brown as recorded at Liber LD 1, folio 70, one of the land records of Queen Anne's County, Maryland (passing over a wood fence-post found at 43.27 ft.) S 58 degrees, 30 minutes, 00 seconds E, 135.75 ft. to an iron rod set at the southeasterly corner of main section of the garage now erected at the southeasterly corner of this parcel. Note that a four (4) ft. high addition to the garage at its southwesterly end is encroached upon Russ land by 1.92 ft. as reference to the Map of this survey will reveal. Thence: (2) with the land of Stephen R. Hurst, et al., and with the fourth (4th) course (as now surveyed) reversed of the aforementioned deed from Barcus to Brown -- CWC 87/99 -- passing by the northeasterly corner of the aforementioned garage at 18.20 ft. with 0.47 ft. clearance and passing through a 36" Ø elm tree at 29.53 ft.) N 31 degrees, 30 minutes, 00 seconds E, 42.33 ft. to an iron rod set on the southwesterly sideline of Main St., said street sideline being one (1) ft. northeasterly of the northeasterly edge of a five (5) ft. wide concrete sidewalk southwesterly of and parallelling said street sideline. Thence: with the southwesterly sideline of Main St., the sideline of the curved turnout of the southeasterly corner of the intersection of Main St. and Railroad Ave. and the southeasterly sideline of Railroad Ave. the following three (3) courses: (3) along Main St. -- N 26 degrees, 51 minutes, 18 seconds W, 133.41 ft. to a point of curve at the intersection at Railroad Ave. (4) along the intersection turnout -- a curve left towards the southwest (with radius of 17.77 ft. and arc length of 37.55 ft.) the chord of which bears N 87 degrees, 35 minutes, 40 seconds W, 30.94 ft. to a point of tangent at the southeasterly sideline of Railroad Ave. (5) along Railroad Ave. -- S 32 degrees, 02 minutes, 54 seconds W., 97.28 ft. to an iron rod set on the division line for this parcel and the aforementioned Russ land, said point being one (1) ft. northwesterly of the northwesterly edge of a four (4) ft. wide concrete sidewalk southeasterly of and parallelling said sideline of Railroad Ave. Thence: (6) with the aforementioned Russ land (crossing the aforementioned four (4) ft. wide sidewalk) S 58 degrees, 30 minutes, 00 seconds E, 5.79 ft. to the point of BEGINNING, containing 11,860 sq. ft. of land, more or less.

The title and ownership of the above described lot or parcel of land became vested in the individual Plaintiffs, Paul V. Sharp and Mary M. Sharp, his wife, by virtue of a Deed dated October 31, 1968, and recorded among the land records of Queen Anne's County in Liber C.W.C. No. 38, folio 143, from William Roe Wolcott and Rose E. Wolcott, his wife, to said Paul V. Sharp and Mary M. Sharp, his wife, of which a copy was filed as part of the Bill, marked "Exhibit No. 3".

3. The Plaintiffs have been in full possession and constructive occupancy of the above described lot or parcel of land containing 11,860 square feet of land since the date the Plaintiffs purchased the same, that is October 31, 1968, and have never been molested in their possession and occupancy thereof since said date, nor has any person, firm or corporation claimed or attempted to claim any right, title or interest in said lot or parcel of land. Said lot or parcel of land is improved by a private residence.

4. The Plaintiffs have been advised that an uncertainty exists in the title to the above described lot or parcel of land which constitutes a cloud on the title, to such an extent that an attorney experienced in real property law will not certify as to the marketable fee simple title to said property to prospective purchasers, who in this case are the Plaintiffs, Vincent Higgins and Kathleen M. Higgins, his wife.

5. The individual Plaintiffs, Paul V. Sharp and Mary M. Sharp, his wife, and Vincent Higgins and Kathleen M. Higgins, his wife, have executed an Agreement of Sale, dated October 17, 1980, of which a copy was filed as part of the Bill, marked "Exhibit No. 4", effective only in the event that the Circuit Court for Queen Anne's County passes a final decree declaring absolute ownership and the right of disposition of said property in the individual Plaintiffs, Paul V. Sharp and Mary M. Sharp, his wife.

6. A surveyor, Kenneth D. Dixon & Associates, Inc., was engaged to survey said land during the month of October, 1980, whereby a metes and bounds description of the same was made, and a certificate of said survey and a plat of the same entitled "Map Showing Parcel of Land Town of Queen Anne, Sixth Election District, Queen Anne's County, Maryland, surveyed for Paul V. Sharp and Mary M. Sharp", his wife, was filed as part of the Bill, marked Exhibits Nos. 5 and 6, respectively.

7. The uncertainties in the title to the real estate described in paragraph 2 hereof and also in Exhibits Nos. 5 and 6 of the Bill of Complaint result from:

(a) the fact that the description in the deed to the Plaintiffs Paul V. Sharp and Mary M. Sharp, his wife, (Exhibit 3) describes only the southwestern portion of the lot in question (see portion labeled LD 1/70 on the plat - Exhibit No. 5); and

(b) that the northeastern portion of said lot has never been deeded to the said Paul V. Sharp and Mary M. Sharp, his wife, or their recent predecessors in title (see portion labeled LD 1/71 on the plat - Exhibit No. 5).

8. The chain of title for the portion described in subparagraph 7(a) above is as follows:

(a) By Deed dated October 1, 1892, Mary E. Barcus and John C. Barcus, granted and conveyed a triangular lot or parcel of ground situate, lying and being in the Town of Queen Anne,

Queen Anne's County, State of Maryland to Joseph Brown, and which is recorded among the land records of Queen Anne's County aforesaid in Liber L.D. No. 1, folio 70, of which a certified copy of the Deed was filed as part of the Bill, marked "Exhibit No. 7", and hereinafter referred to as the "Barcus Lot",

(b) By Mortgage dated October 1, 1892, Joseph Brown and Lydia Brown, his wife, purported to grant and convey (absence of a granting clause therein) the aforesaid "Barcus Lot" to Mary E. Barcus to secure the payment of a portion of the purchase money for the said "Barcus Lot", and which is recorded among said land records in Liber W.D. No. 7, folio 496, of which a certified copy of the Mortgage was filed as part of the Bill, marked "Exhibit No. 8".

(c) By Assignment dated April 27, 1893, Mary E. Barcus assigned said Mortgage (Exhibit No. 8) to Robert B. Dixon, as will appear by reference to Liber W.D. No. 7, folio 496, of said land record, of which a certified copy of the Assignment was filed as part of the Bill and being incorporated with said Exhibit No. 8.

(d) By Mortgage dated July 2, 1915 and recorded among said land records in Liber W.F.W. No. 7, folio 274, Lydia Brown purported to grant and convey the aforesaid "Barcus Lot" to Robert B. Dixon for the stated purpose of correcting and confirming the Mortgage from Joseph Brown and Lydia Brown, his wife, to Mary E. Barcus, hereinbefore mentioned in sub-paragraph (b) of this paragraph, of which a certified copy of the Mortgage was filed as part of the Bill, marked "Exhibit No. 9". It is stated therein that since the time of the execution of the Mortgage from Joseph Brown and Lydia Brown, his wife, to Mary E. Barcus (Exhibit No. 8) and the Assignment thereof to the said Robert E. Dixon by the said Mary E. Barcus, "the said Joseph Brown departed this life having first made his Last Will and Testament in and by which the said mortgaged premises were devised to the said Lydia Brown."

(e) Thereafter on or about July 22, 1933, the aforesaid "Barcus Lot" was sold at public sale by one Fred R. Owens, Assignee for Collection of the aforesaid Mortgage from Lydia Brown to Robert B. Dixon, pursuant to the special power and authority vested in him thereunder to one Lenore G. Chaffinch, all as set forth in Cause No. 2958 in the Circuit Court of Queen Anne's County, in Equity.

(f) By Deed dated December 19, 1933, Fred R. Owens, Assignee for Collection, as set out in the preceding sub-paragraph, and Lenore G. Chaffinch and J. Roland Chaffinch, her husband, granted and conveyed the aforesaid "Barcus Lot", in fee simple, to E. Roy Hopkins and Howard C. Eley, and which is recorded in Liber B.H.T. No. 17, folio 159, of which a certified copy of the Deed was filed as part of the Bill, marked "Exhibit No. 10".

(g) By Deed dated May 15, 1934, E. Roy Hopkins (single man) and Howard C. Eley and Elizabeth J. Eley, his wife, granted and conveyed the aforesaid "Barcus Lot", in fee simple, to Blanch A. Willis, and which is recorded in Liber B.H.T. No. 17, folio 504, of which a copy was filed as part of the Bill, marked "Exhibit No. 11".

(i) By Deed dated August 31, 1965, Blanch A. Willis, widow, granted and conveyed the aforesaid "Barcus Lot", in fee simple, to William Roe Wolcott and Rose E. Wolcott, his wife, and which is recorded in Liber C.W.C. No. 17, folio 225, of which a copy was filed as part of the Bill, marked "Exhibit No. 12".

(h) By Deed dated October 31, 1968, William Roe Wolcott and Rose E. Wolcott, his wife, granted and conveyed the aforesaid "Barcus Lot", in fee simple, to Paul Vernon Sharp and Mary M. Sharp, his wife, two of the Plaintiffs in Liber C.W.C. No. 38, folio 143, of which a copy was filed as part of the Bill, marked "Exhibit No. 3".

9. The claim of title for that portion described in sub-paragraph 7(b) above is as follows:

(a) By Deed dated October 1, 1892, Joseph W. Gibson and Lydia Gibson, his wife, granted and conveyed a lot or parcel of ground situate, lying and being in the Town of Queen Anne, Queen Anne's County, State of Maryland, adjacent to and adjoining the aforesaid "Barcus Lot", in fee simple to Joseph Brown, and recorded in Liber L.D. No. 1, folio 71, of which a certified copy of the Deed was filed as part of the Bill, marked "Exhibit 13".

10. In reference to the aforesaid Mortgage to the "Barcus Lot" from Lydia Brown to Robert E. Dixon, filed as part of the Bill as Exhibit 8, notwithstanding the averment therein that Joseph Brown devised the said mortgaged premises to Lydia Brown, a search of the records of the Register of Wills of Queen Anne's County aforesaid reveals no such Will was ever filed. If the said Joseph Brown died intestate, Lydia Brown, his wife, was entitled to be endowed of all lands and tenements of which her husband was seized in fee simple or fee tail, at any time during coverture to the extent of a one-third life estate. The heirs of Joseph Brown would, therefore, be entitled to the fee simple interest in all lands and tenements of which Joseph Brown died seized. Therefore, the effect of the aforesaid public sale as hereinbefore described in sub-paragraph 8(e), was to convey the dower interest of the said Lydia Brown in the "Barcus Lot" being a one-third life estate. The aforesaid foreclosure proceeding was ineffectual to the extent of the interests of the heirs of said Joseph Brown in the "Barcus Lot".

11. Your petitioners have made a diligent effort to locate the heirs at law of Joseph Brown. They have not been able to locate any living children of the said Joseph Brown, but they have been able to locate the following grandchildren: JOHN H. BROWN, Live Oak Lane, Seagrove Beach, Point Washington, Florida 32454; EUGENE F. BROWN, Kingstown, Chestertown, Maryland 21620; and ELIZABETH B. ALLORD and MARGARET BROWN, 235 West End Avenue, New York, New York 10000.

12. The Plaintiffs aver, that since their acquisition on October 31, 1968 of the lot or parcel of land described in paragraph 2 of this Order of Publication, they have not been molested, nor has any claim been made against them, by or on behalf of the said heirs, descendants or assigns of said Joseph Brown, claiming any right, title or interest in and to said tract of land, as described in paragraph 2 of this Order of Publication, but on the contrary the Plaintiffs have owned, held and been in possession of said property since October 31, 1968, in a hostile, actual, visible, exclusive and continuous manner and under claim of title during such period of ownership.

13. The aforesaid Blanch A. Willis purchased for a valuable consideration and having obtained title to the lot or parcel of land described in paragraph 8(g) of this Order of Publication by Deed dated May 15, 1934, from E. Roy Hopkins (single man) and Howard C. Eley and Elizabeth J. Eley, his wife, recorded among the

land records of Queen Anne's County in Liber B.H.T. No. 11, folio 504, of which a copy was filed as part of the Bill as "Exhibit No. 10", the Plaintiffs are reliably informed and therefore charge and aver that the said Blanch A. Willis, entered upon said tract of land in good faith claiming under and by virtue of said Deed and took possession of the entirety thereof and continued in full possession thereof until the sale and conveyance of said tract of land by Deed dated August 31, 1965, when the said Blanch A. Willis sold for valuable consideration and granted and conveyed said lot or parcel of land to William Roe Wolcott and Rose E. Wolcott, his wife, which Deed is recorded among the land records of Queen Anne's County in Liber C.W.C. No. 17, folio 225, filed as part of the Bill, marked "Exhibit No. 12". The Plaintiffs are reliably informed and therefore charge and aver that the said William Roe Wolcott and Rose E. Wolcott, his wife, under and by virtue of said last mentioned Deed, entered upon said tract of land in good faith, claiming under and by virtue of said Deed and took possession of the entirety thereof and continued in full possession thereof until the sale and conveyance of said tract of land by Deed dated August 31, 1965, when the said William Roe Wolcott and Rose E. Wolcott, his wife, sold for a valuable consideration and granted and conveyed said lot or parcel of land to the Plaintiffs, Paul V. Sharp and Mary M. Sharp, his wife, which Deed is recorded among the land records of Queen Anne's County in Liber C.W.C. No. 38, folio 143, filed as part of the Bill, marked "Exhibit No. 3". The Plaintiffs, under and by virtue of said last mentioned Deed, entered upon said lot or parcel of land in good faith claiming under and by virtue of said Deed and took possession of the entirety thereof and continued in full possession thereof subject to the lease agreement with the Plaintiffs', Vincent Higgins and Kathleen M. Higgins, his wife, and said Plaintiffs intend to remain in possession, as their interests appear, until the same is sold and conveyed.

14. The Plaintiffs therefore verily believe and therefore aver that their predecessors in title, for more than twenty (20) years prior to the filing of this Order of Publication have likewise held and possessed all of the property described in paragraph 2 hereof in a hostile, actual, visible, exclusive, continuous manner and under claim or color of title during their periods of ownership and possession without any claim against them by or on behalf of the said personal representatives, heirs, descendants or assigns of Joseph Brown, claiming any right, title or interest in and to said lot or parcel of land; that these Plaintiffs and their predecessors in title have been in actual peaceable possession of said lot or parcels of land described in paragraph 2 of this Order of Publication, as well as in constructive and peaceable possession thereof, under actual, as well as color of title, and under claim of right by reason of their's and their predecessors' adverse possession thereof for the statutory period of twenty (20) years and more, and no person, firm or corporation has occupied or held a possessory right in and to said lot or parcel of land, and therefore it is respectfully submitted that the Plaintiffs Paul V. Sharp and Mary M. Sharp, his wife are entitled to the passage of a decree declaring them to hold and own the tract of land described in paragraph 2 of this Order of Publication absolutely and in fee simple.

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

16. The Plaintiffs have no adequate remedy at law.

DEFENDANTS, JOSEPH BROWN (ADDRESS UNKNOWN), NOT KNOWN TO BE LIVING OR DEAD AND NOT KNOWN TO BE A RESIDENT OR NON-RESIDENT OF THE STATE OF MARYLAND; AND THE UNKNOWN HEIR, DEVISEE, OR PERSONAL REPRESENTATIVE OF JOSEPH BROWN, SUCCESSOR IN INTEREST TO JOSEPH BROWN (ADDRESS UNKNOWN), NOT KNOWN TO BE LIVING OR DEAD, AND NOT KNOWN TO BE A RESIDENT OR NON-RESIDENT OF THE STATE OF MARYLAND; AND THE UNKNOWN HEIRS, DEVISEES, PERSONAL REPRESENTATIVES, AND ASSIGNS OF JOSEPH BROWN, AND ANY AND ALL UNKNOWN PERSONS AND UNKNOWN HEIRS, DEVISEES, PERSONAL REPRESENTATIVES, AND ASSIGNS OF ALL UNKNOWN PERSONS, WHETHER RESIDENTS OR NON-RESIDENTS OF THE STATE OF MARYLAND, HAVING ANY INTEREST IN THE PROPERTY HEREIN DESCRIBED OR IN THE ESTATE OF JOSEPH BROWN, WHETHER BORN OR UNBORN, OR WHO MAY HEREAFTER ACQUIRE OR MAY CLAIM ANY INTEREST IN THE PROPERTY HEREIN DESCRIBED OR IN THE ESTATE OF JOSEPH BROWN, OR WHOSE RIGHTS ARE INVOLVED IN OR AFFECTED BY THIS PROCEEDING, ARE HEREBY WARNED THAT FAILURE TO FILE AND ANSWER OR OTHER DEFENSE ON OR BEFORE MAY 22, 1981, MAY RESULT IN THE CASE PROCEEDING AGAINST HIM OR HER BY DEFAULT.

Marguerite W. Mankin
Marguerite W. Mankin, Clerk

LIBER 13 PAGE 244

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: APRIL Return Day

File No. 6853

Docket M.W.M. #8

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:
JOHN H. BROWN
Live Oak Lane
Seagrove Beach
Point Washington, Florida 32454

You are hereby summoned to the Circuit Court for Queen Anne's County to the April Return Day of this Court, to answer an action at the suit of PAUL V. SHARP and MARY M. SHARP, his wife, Route 1, Box 274-DA, Marydel, Maryland 21649; VINCENT HIGGINS and KATHLEEN M. HIGGINS, his wife, Main Street, Queen Anne, Maryland 21657; THE CENTREVILLE NATIONAL BANK OF MARYLAND, a body corporate under the laws of the United States of America 109 N. Commerce Street, Centreville, Maryland 21617

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

Issued 16th day of March, 19 81.

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 sixty days from date of service, 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: David C. Bryan
Address: 111 Lawyers Row, Centreville, Maryland 21617
Telephone: 758-1643

Name: P. Marshall Long, Jr.
Address: 105 N. Liberty Street, Centreville, Maryland 21617
Telephone: 758-0699

Marguerite H. Marker
Clerk

Copy of summons and proceedings delivered to Attorney for service.

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

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: APRIL Return Day

File No. 6853

Docket M.W.M. #8

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:
MARGARET BROWN
235 West End Avenue
New York, New York 10000

You are hereby summoned to the Circuit Court for Queen Anne's County to the April Return Day of this Court, to answer an action at the suit of PAUL V. SHARP and MARY M. SHARP, his wife, Route 1, Box 274-DA, Marydel, Maryland 21649; VINCENT HIGGINS and KATHLEEN M. HIGGINS, his wife, Main Street, Queen Anne, Maryland 21657; THE CENTREVILLE NATIONAL BANK OF MARYLAND, a body corporate under the laws of the United States of America 109 N. Commerce Street, Centreville, Maryland 21617

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

Issued 16th day of March, 19 81.

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 sixty days from date of service, 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: David C. Bryan
Address: 111 Lawyers Row, Centreville, Maryland 21617
Telephone: 758-1643

Name: P. Marshall Long, Jr.
Address: 105 N. Liberty Street, Centreville, Maryland 21617
Telephone: 758-0699

Marguerite H. Franklin
Clerk

Copy of summons and proceedings delivered to Attorney for service.

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

LIBER 13 PAGE 246

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: APRIL Return Day

File No. 6853

Docket M.W.M. #8

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:
ELIZABETH B. ALLORD
235 West End Avenue
New York, New York 10000

You are hereby summoned to the Circuit Court for Queen Anne's County to the April Return Day of this Court, to answer an action at the suit of PAUL V. SHARP and MARY M. SHARP, his wife, Route 1, Box 274-DA, Marydel, Maryland 21649; VINCENT HIGGINS and KATHLEEN M. HIGGINS, his wife, Main Street, Queen Anne, Maryland 21657; THE CENTREVILLE NATIONAL BANK OF MARYLAND, a body corporate under the laws of the United States of America 109 N. Commerce Street, Centreville, Maryland 21617

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

Issued 16th day of March, 19 81.

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 sixty days from date of service, 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: David C. Bryan
Address: 111 Lawyers Row, Centreville, Maryland 21617
Telephone: 758-1643

Name: P. Marshall Long, Jr.
Address: 105 N. Liberty Street, Centreville, Maryland 21617
Telephone: 758-0699

Margurite H. Mankin
Clerk

Copy of summons and proceedings delivered to Attorney for service.

SHERIFF'S RETURN

I HEREBY CERTIFY that on the _____ day of _____, 19____, I executed service of process upon _____ by delivering and leaving with him a copy of the summons and pleadings.

_____

Sheriff of _____ County

81764

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: APRIL Return Day

File No. 6853

Docket M.W.M. #8

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: EUGENE F. BROWN
Kingstown
Chestertown, Maryland 21620

You are hereby summoned to the Circuit Court for Queen Anne's County to the April Return Day of this Court, to answer an action at the suit of PAUL V. SHARP and MARY M. SHARP, his wife, Route 1, Box 274-DA, Marydel, Maryland 21649; VINCENT HIGGINS and KATHLEEN M. HIGGINS, his wife, Main Street, Queen Anne, Maryland 21657; THE CENTREVILLE NATIONAL BANK OF MARYLAND, a body corporate under the laws of the United States of America 109 N. Commerce Street, Centreville, Maryland 21617

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

Issued 16th day of March, 19 81.

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 April 21, 1981, 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: David C. Bryan
Address: 111 Lawyers Row, Centreville, Maryland 21617
Telephone: 758-1643

Name: P. Marshall Long, Jr.
Address: 105 N. Liberty Street, Centreville, Maryland 21617
Telephone: 758-0699

Marguerite H. Baker
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 18th day of March, 1981, I executed service of process upon Eugene F. Brown by delivering and leaving with him a copy of the summons and pleadings.

RECEIVED
CLERK CIRCUIT COURT
1981 MAR 20 AM 11:41
QUEEN ANNE'S COUNTY

Dennis L. Wells
Sheriff of Queen Anne County

LIBER 13 PAGE 247

LIBER 13 PAGE 248

PAUL V. SHARP, et al.	*	IN THE CIRCUIT COURT FOR
Plaintiffs	*	
vs.		QUEEN ANNE'S COUNTY
JOHN H. BROWN, et al.	*	
Defendants	*	Equity No. 6853

* * * * * * *

CERTIFICATE OF SHERIFF UNDER

MARYLAND RULE 111

I hereby certify that pursuant to the order of this Honorable Court passed hereon March 13, 1981, I did on 3-18-81, at approximately 11:30 AM, post on the front door of the residence situate on the lands described in the Bill of Complaint filed in the above captioned matter, a copy of the Order of Publication filed herein and I further certify that said location is within 50 feet of the boundary line facing west.

Milton L. Nelson, Deputy Sheriff

RECEIVED
CLERK, CIRCUIT COURT
1981 JUN -4 AM 9:37
QUEEN ANNE'S COUNTY

Equity No. 6853

March 31, 1981

Re: Equity Summonses to Elizabeth B. Allard & Margaret Brown from

The Circuit Court for Queen Anne's County, Maryland

File 6853 Docket: M. W. M. #8

We, the undersigned, do not make any claim or demand for or against the parcel of land in the village of Queen Anne, Maryland and described in paragraph 2 of the Bill of Complaint.

Nor do we make any claim or demand against the plaintiffs in this case, namely Paul V. and Mary M. Sharp.

STATE OF NEW YORK
COUNTY OF NEW YORK
SWORN TO BEFORE ME
THIS 31st DAY OF March 1981

Etta Kramer

ETTA KRAMER
NOTARY PUBLIC, State of New York
No. 31-7353800
Qualified in New York County
Commission Expires March 30, 1982

Margaret Brown

Elizabeth Brown Allard

235 West End Avenue (3-H)

New York, NY 10023

FILED
JUN 4 1981
CIRCUIT COURT
QUEEN ANNE'S CO.

PAUL V. SHARP, et. al.	*	IN THE CIRCUIT COURT
Plaintiffs	*	FOR
vs.	*	QUEEN ANNE'S COUNTY
JOHN H. BROWN, et. al.	*	IN EQUITY NO. 6853
Defendants	*	

* * * * * * *

AFFIDAVIT OF SERVICE

I hereby certify under the penalties of perjury that:

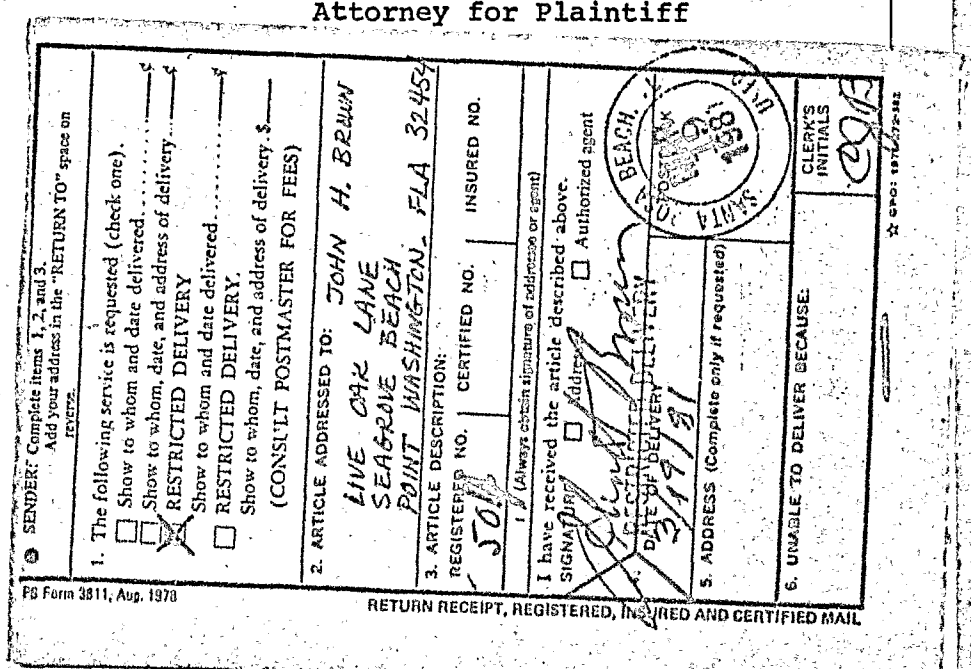
1. Pursuant to Maryland Rule 107a.2., the undersigned caused a copy of the summons, together with a copy of the original pleadings and Exhibit No. 5 to be sent by registered mail, return receipt requested, to the hereinafter designated non-resident defendant in order to bring him under the personal jurisdiction of this Honorable Court.

2. That the aforesaid mailing was in fact received and served upon the hereinafter named defendant on the date indicated as is evidenced by his signature on the original return receipt attached hereto.

3. That the said Defendant and the date served is:

John H. Brown March 19, 1981

David C. Bryan
David C. Bryan
Attorney for Plaintiff



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: JOHN H. BROWN
LIVE OAK LANE
SEAGROVE BEACH
POINT WASHINGTON, FLA 32454

3. ARTICLE DESCRIPTION:
REGISTERED NO. 501 | CERTIFIED NO. | INSURED NO.

4. (Always obtain signature of addressee or agent)
I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
RESTRICTED DELIVERY
DATE OF DELIVERY 3/19/81

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

SANTA ROSA BEACH, FLA. 1981

PS Form 3811, Aug. 1978 RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

RECEIVED
CLERK'S OFFICE
1981 JUN 10 PM 4:27
QUEEN ANNE'S COUNTY

PAUL V. SHARP, et. al	*	IN THE CIRCUIT COURT
Plaintiffs	*	FOR
vs.	*	QUEEN ANNE'S COUNTY
JOHN H. BROWN, et. al.	*	IN EQUITY No. 6853
Defendants	*	

* * * * * * *

AFFIDAVIT OF SERVICE

I hereby certify under the penalties of perjury that:

1. Pursuant to Maryland Rule 107a.2., the undersigned caused a copy of the summons, together with a copy of the original pleadings and Exhibit No. 5 to be sent by registered mail, return receipt requested, to the hereinafter designated non-resident defendant in order to bring her under the personal jurisdiction of this Honorable Court.

2. That the aforesaid mailing was in fact received and served upon the hereinafter named Defendant on the date indicated as is evidenced by her signature on the original return receipt attached hereto.

3. That the said Defendant and the date served is:

Elizabeth B. Allord March 20, 1981

David C. Bryan
David C. Bryan
Attorney for Plaintiff

PS Form 3811, Aug. 1978 RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.

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

2. ARTICLE ADDRESSED TO:
ELIZABETH B. ALLORD
235 WEST END AVENUE
NEW YORK, NEW YORK 10023

3. ARTICLE DESCRIPTION:
REGISTERED NO. 50 | CERTIFIED NO. | INSURED NO.

I (Always obtain signature of addressee or agent)
I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
Elizabeth B. Allord
4. DATE OF DELIVERY RESTRICTED DELIVERY

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

MAR 20 1981

☆ GPO: 1978-272-382

CLERK
1981 JUN 10 PM 4:28
QUEEN ANNE'S COUNTY

LIBER 13 PAGE 251

PAUL V. SHARP, et. al.	*	IN THE CIRCUIT COURT
Plaintiffs	*	FOR
vs.	*	QUEEN ANNE'S COUNTY
JOHN H. BROWN, et. al.	*	IN EQUITY NO. 6853
Defendants	*	

* * * * * * *

AFFIDAVIT OF SERVICE

I hereby certify under the penalties of perjury that:

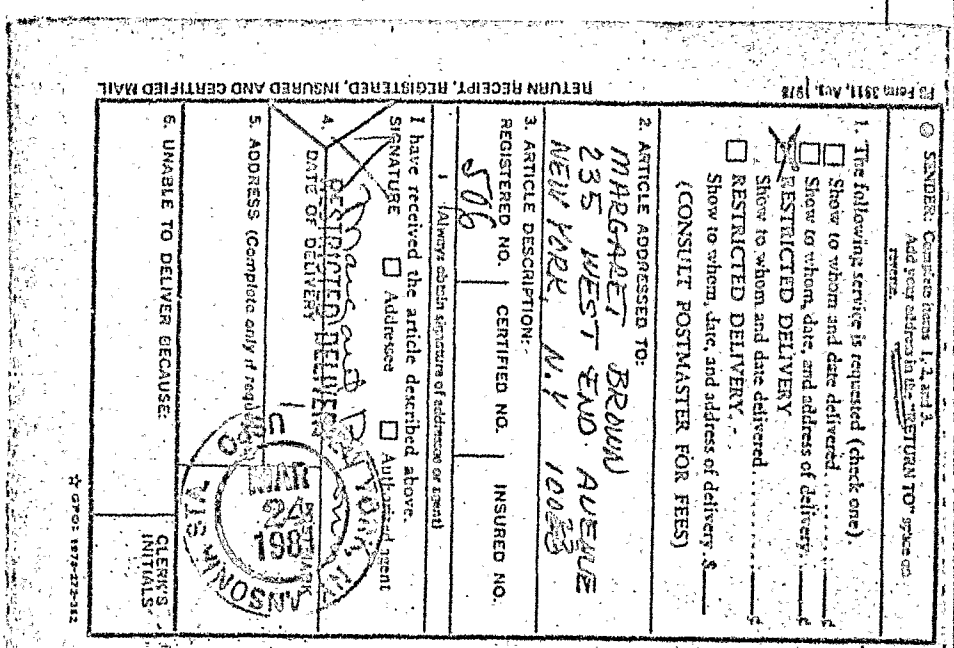
1. Pursuant to Maryland Rule 107a.2., the undersigned caused a copy of the summons, together with a copy of the original pleadings and Exhibit No. 5 to be sent by registered mail, return receipt requested, to the hereinafter designated non-resident defendant in order to bring her under the personal jurisdiction of this Honorable Court.

2. That the aforesaid mailing was in fact received and served upon the hereinafter named defendant on the date indicated as is evidenced by her signature on the original return receipt attached hereto.

3. That the said defendant and the date served is:

Margaret Brown March 24, 1981

David C. Bryan
David C. Bryan
Attorney for Plaintiff


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:
MARGARET BROWN
235 WEST END AVENUE
NEW YORK N.Y 10023
3. ARTICLE DESCRIPTION:
REGISTERED NO. | CERTIFIED NO. | INSURED NO.
506
(Always obtain signature of addressee or agent)
I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
4. RESTRICTED DELIVERY
DATE OF DELIVERY
5. ADDRESS (Complete only if required)
6. UNABLE TO DELIVER BECAUSE:
CLERK'S INITIALS
MAR 24 1981
RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

RECEIVED
CLERK, CIRCUIT COURT
1981 JUN 10 PM 4:28
QUEEN ANNE'S COUNTY

PAUL V. SHARP, et. al.	*	IN THE CIRCUIT COURT
Plaintiffs	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
JOHN H. BROWN, et. al.	*	IN EQUITY NO. 6853
Defendants	*	

* * * * * * *

MOTION FOR DECREE PRO CONFESSO

Paul V. Sharp and Mary M. Sharp, his wife, Vincent Higgins and Kathleen M. Higgins, his wife, and The Centreville National Bank of Maryland by David C. Bryan, their attorney, moves pursuant to Maryland Rules 310(b) and 675 for a decree pro confesso against the defendants herein for failure to comply with the requirements as to the time for filing an initial pleading, and as grounds therefore says:

1. The following resident was served on the date indicated opposite his name and he has not filed an initial pleading herein:

Eugene Brown March 18, 1981

2. The following non-residents were served by mail pursuant to Maryland Rule 107a.2 on the date opposite their name, and they have not filed an initial pleading herein:

John H. Brown	March 19, 1981
Elizabeth B. Allord	March 20, 1981
Margaret Brown	March 24, 1981

3. The Order of Publication pursuant to Maryland Rule 111 has been duly issued and was posted on March 18, 1980, against all other defendants in this cause as it appears by certificate of the sheriff, filed herein, and they have not filed an initial pleading herein.

4. That no defendants herein have filed answers to the Bill of Complaint.

CLERK'S OFFICE
1981 JUN 10 PM 4 29
QUEEN ANNE'S COUNTY

David C. Bryan
David C. Bryan
Attorney for Plaintiffs

LIBER 13 PAGE 254

PAUL V. SHARP, et. al.	*	IN THE CIRCUIT COURT
Plaintiffs	*	FOR
vs.	*	QUEEN ANNE'S COUNTY
JOHN H. BROWN, et. al.	*	IN EQUITY NO. 6853
Defendants	*	

* * * * * * *

DECREE PRO CONFESSO

Upon the aforegoing Motion, it is this 11th day of June, 1981, ADJUDGED, ORDERED and DECREED that the Bill of Complaint herein, is taken pro confesso against the defendants in this cause.

AND IT IS FURTHER ORDERED, that the plaintiffs support the allegations of the Bill of Complaint by affidavit or affidavits or depositions.

Clyde C. Carter
Judge

RECEIVED
CLERK OF CIRCUIT COURT
1981 JUN 11 PM 3:15
QUEEN ANNE'S COUNTY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

PAUL V. SHARP, et al.

Law No.

Equity No. 6853

VS.

JOHN H. BROWN, et al.

Date: June 12, 1981

NOTICE OF ~~JUDGMENT BY DEFAULT~~

~~OR~~

DECREE PRO CONFESSO

To:

John H. Brown
LIVE OAK LANE
Seagrove Beach
Point Washington, Florida 32454
(Address)

In accordance with Maryland Rules of Procedure, you are notified that a ~~judgment by default~~/decree pro confesso was entered against you in the above entitled case on June 11, 1981.

You may be able to avoid a final ~~judgment~~/decree by taking immediate action in the proceeding.

Clerk

COPY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

PAUL V. SHARP, et al.

Law No. _____

Equity No. 6853

VS.

JOHN H. BROWN, et al.

Date: June 12, 1981

NOTICE OF ~~JUDGMENT BY DEFAULT~~

OR

DECREE PRO CONFESSO

To: Eugene F. Brown
Kingstown
Chestertown, MD 21620
(Address)

In accordance with Maryland Rules of Procedure, you are notified that a ~~judgment by default~~/decree pro confesso was entered against you in the above entitled case on June 11, 1981.

You may be able to avoid a final ~~judgment~~/decree by taking immediate action in the proceeding.

Clerk

COPY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

PAUL V. SHARP, et al.

Law No. _____

Equity No. 6853

VS.

JOHN H. BROWN, et al.

Date: June 12, 1981

NOTICE OF ~~JUDGMENT OR DEFAULT~~

~~OR~~

DECREE PRO CONFESSO

To:

Elizabeth B. Allord

235 West End Avenue

New York, New York 10000

(Address)

In accordance with Maryland Rules of Procedure, you are notified that a ~~judgment by default~~ decree pro confesso was entered against you in the above entitled case on June 11, 1981.

You may be able to avoid a final ~~judgment~~/decree by taking immediate action in the proceeding.

Clerk

COPY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

PAUL V. SHARP, et al.

Law No. _____

Equity No. 6853

VS.

JOHN H. BROWN, et al.

Date: June 12, 1981

NOTICE OF ~~JUDGMENT BY DEFAULT~~

~~OR~~

DECREE PRO CONFESSO

To:

Margaret Brown
235 West End Avenue

New York, New York 10000

(Address)

In accordance with Maryland Rules of Procedure, you are notified that a ~~judgment by default~~ decree pro confesso was entered against you in the above entitled case on June 11, 1981.

You may be able to avoid a final ~~judgment~~ decree by taking immediate action in the proceeding.

Clerk

COPY

PAUL V. SHARP, et. al.	*	IN THE CIRCUIT COURT
Plaintiffs	*	FOR
vs.	*	QUEEN ANNE'S COUNTY
JOHN H. BROWN, et. al.	*	IN EQUITY NO. 6853
Defendants	*	

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

AFFIDAVIT

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

I HEREBY CERTIFY that before me, the undersigned, a Notary Public in and for the State and County aforesaid did personally appear PALMER C. PIPPIN and he did make oath in due form of law on the 17th day of August, 1981, that the following is true:

1. Your Affiant avers that he is over eighteen years of age, competent to be a witness, and has personal knowledge of the facts herein stated.

2. That he is eighty-eight (88) years of age and has been a resident of the Town of Queen Anne, Queen Anne's County, State of Maryland since 1929.

3. That he has been actively engaged in the operation of the country store located directly across the street from the lot or parcel of land involved in this action since 1929 and he is familiar with the said tract of land.

4. That certain members of the Joseph Brown family occupied the said tract of land until or about July 22, 1933 when the said tract of land was sold at public sale by Fred R. Owens, Assignee for Collection, to one Lenore G. Chaffinch.

5. That thereafter on December 19, 1933, the said Fred R. Owens, Assignee for Collection, and the said Lenore G. Chaffinch and J. Roland Chaffinch, her husband, for valuable consideration granted and conveyed the said tract of land to E. Roy Hopkins and Howard C. Eley.

1981 AUG 21 AM 9:00
CLERK OF CIRCUIT COURT
QUEEN ANNE'S COUNTY

6. That on May 15, 1934 Blanch A. Willis purchased the lot or parcel of land involved in this action from the said E. Roy Hopkins and Howard C. Eley.

7. That the said Blanch A. Willis entered upon said tract of land and took possession of the entirety thereof and continued in full possession thereof until the sale and conveyance of said tract of land by deed dated August 31, 1965 when the said Blanch A. Willis sold for valuable consideration and granted and conveyed said lot or parcel of land to William Roe Wolcott and Rose E. Wolcott, his wife.

8. That the said William Roe Wolcott and Rose E. Wolcott, his wife, entered upon said tract of land and took possession of the entirety thereof and continued in full possession thereof until the sale and conveyance of said land by deed dated October 31, 1968 when the said William Roe Wolcott and Rose E. Wolcott, his wife, sold for valuable consideration and granted and conveyed said lot or parcel of land to Paul V. Sharp and Mary M. Sharp, his wife.

9. That the said Paul V. Sharp and Mary M. Sharp, his wife, entered upon said tract of land and took possession of the entirety thereof and continued in full possession thereof subject to their lease agreement with Vincent Higgins and Kathleen M. Higgins, his wife.

10. That your Affiant knows of no claim of ownership of or against said real estate by the heirs, descedants or assigns of Joseph Brown or anyone claiming by, through or under him or them.

Palmer C. Pippin
Palmer C. Pippin

Marian W. Leaverton
Notary Public
My Commission Expires: 7/1/82

MARIAN W. LEAVERTON NOTARY PUBLIC QUEEN ANNE'S CO.

PAUL V. SHARP, et. al.	*	IN THE CIRCUIT COURT
Plaintiffs	*	FOR
vs.	*	QUEEN ANNE'S COUNTY
JOHN H. BROWN, et. al.	*	IN EQUITY NO. 6853
Defendants	*	

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

AFFIDAVIT

STATE OF MARYLAND)
)
COUNTY OF TALBOT)

I HEREBY CERTIFY that before me, the undersigned, a Notary Public in and for the State and County aforesaid did personally appear L. Clark Ewing and he did make oath in due form of law on the 19th day of August, 1981, that the following is true:

1. Your Affiant avers that he is over eighteen years of age, competent to be a witness, and has personal knowledge of the facts herein stated.

2. That he is a member of the Maryland Bar.

3. That he lived in the Town of Queen Anne from Jan. 1930 to 1945.

4. That during that period of time, members of the Brown family lived in the real estate which is the subject matter of these proceedings, and your Affiant was acquainted with said family.

5. That none of the children of Joseph Brown are known to be alive.

6. That the only known living grandchildren of Joseph Brown are:

John H. Brown, one of the defendants
Eugene F. Brown, one of the defendants
Elizabeth B. Allord, one of the defendants
Margaret Brown, one of the defendants.

CLERK OF CIRCUIT COURT
1981 AUG 21 AM 9:00
QUEEN ANNE'S COUNTY

13 282

7. That he knows of no claim by or on behalf of the heirs, descedants or assigns of Joseph Brown ascerting any right, title or interest in or to said real estate.

L. Clark Ewing

Christopher Burke
Notary Public
My Commission Expires;

PAUL V, SHARP and MARY M. SHARP, his wife	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
VINCENT HIGGINS and KATHLEEN M. HIGGINS, his wife	*	IN EQUITY NO. 6853
THE CENTREVILLE NATIONAL BANK OF MARYLAND	*	
	*	
Plaintiffs	*	
vs.	*	
JOHN H. BROWN, et. al.	*	
Defendants	*	

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

DECREE

The affidavits of Palmer C. Pippin and L. Clark Ewing and other papers filed in the above titled case having been read and considered, it is this 26th day of August, 1981, by the Circuit Court for Queen Anne's County, In Equity, ORDERED, ADJUDGED and DECREED:

1. That the plaintiffs, Paul V. Sharp, Mary M. Sharp, Vincent Higgins and Kathleen M. Higgins, and their predecessors in title and possession, have held title for more than twenty (20) years in a hostile, actual, visible, exclusive and continuous manner and under a claim of right and title in all that tract of land situate, lying and being in the Town of Queen Anne, Sixth Election District of Queen Anne's County, State of Maryland, and more particularly described as follows, to wit:

BEGINNING at a stone found near the southeasterly edge of a four (4) ft. wide concrete sidewalk, said stone being on the division line for this parcel and land of Theresa M. Russ -M.W.M. 161/495. Thence: (1) with the aforementioned Russ land and with the first 135.75 ft. of the fifth (5th) course - reversed -(as now surveyed) of the deed from John C. Barcus et al to Joseph Brown as recorded at Liber L.D. 1, folio 70, one of the land records of Queen Anne's County, Maryland (passing over a wood fence-post found at 43.27 ft.) S 58 degrees, 30 minutes, 00 seconds E, 135.75 ft. to an iron rod set at the southeasterly corner of main section of the garage now erected at the southeasterly corner of this parcel. Note that a four (4) ft. high addition to the garage at its southwesterly end is encroaching upon Russ land by 1.92 ft. as reference to the Map of this survey will reveal. Thence: (2) with the land of Stephen R. Hurst, et

al, and with the fourth (4th) course (as now surveyed) reversed of the aforementioned deed from Barcus to Brown --- C.W.C. 87/99 --- passing by the northeasterly corner of the aforementioned garage at 18.20 ft. with 0.47 ft. clearance and passing through a 36" Ø elm tree at 29.53 ft.) N 31 degrees, 30 minutes, 00 seconds E, 42.33 ft. to an iron rod set on the southwesterly sideline of Main St., said street sideline being one (1) ft. northeasterly of the northeasterly edge of a five (5) ft. wide concrete sidewalk southwesterly of and parallelling said street sideline. Thence: with the southwesterly sideline of Main St., the sideline of the curved turnout of the southeasterly corner of the intersection of Main St. and Railroad Ave., and the southeasterly sideline of Railroad Ave. the following three (3) courses: (3) along Main St. --- N 26 degrees, 51 minutes, 18 seconds W, 133.41 ft. to a point of curve at the intersection at Railroad Ave. (4) along the intersection turnout --- a curve left towards the southwest (with radius of 17.77 ft. and arc length of 37.55 ft.) the chord of which bears N 87 degrees, 35 minutes, 40 seconds W, 30.94 ft. to a point of tangent at the southeasterly sideline of Railroad Ave (5) along Railroad Ave. ---S 32 degrees, 02 minutes, 54 seconds W, 97.28 ft. to an iron rod set on the division line for this parcel and the aforementioned Russ land, said point being (1) ft. northwesterly of the northwesterly edge of a four (4) ft. wide concrete sidewalk southeasterly of and parallelling said sideline of Railroad Avenue. Thence: (6) with the aforementioned Russ land (crossing the aforementioned four (4) ft. wide sidewalk) S 58 degrees, 30 minutes, 00 seconds E, 5.79 ft. to the point of BEGINNING, containing 11,860 sq. ft. of land, more or less,

and thereby have acquired the absolute fee simple interest in said described tract of land in accordance with their respective interests, subject, however, to the mortgage interest of The Centreville National Bank of Maryland mentioned in the Bill of Complaint filed herein, and now hold such fee simple title to the above described tract of land free and clear of and from any and all right, title or interest claim or demand of John H. Brown, Eugene F. Brown, Elizabeth B. Allord, and Joseph Brown, their heirs and assigns, and the unknown heirs, devisees, personal representatives and assigns of Joseph Brown in and to said tract of land by virtue of (1) the Deed dated October 1, 1892 and recorded among the Land Records of Queen Anne's County, Maryland in Liber L.D. No. 1, folio 71 from Joseph W. Gibson and Lydia Gibson, his wife, to the said Joseph Brown and (2) the deed dated October 1, 1892 from Mary E. Barcus and John C. Barcus, her husband, to Joseph Brown and recorded among the Land Records of Queen Anne's County, Maryland in Liber L.D. No. 1, folio 70.

2. That said Deed dated October 1, 1892 and recorded among the Land Records of Queen Anne's County, Maryland in Liber L.D. No. 1, folio 71 from Joseph W. Gibson and Lydia Gibson, his wife to the said Joseph Brown and the deed dated October 1, 1892 and recorded among the Land Records of Queen Anne's County, Maryland in Liber L.D. No. 1, folio 70 from Mary E. Barcus and John C. Barcus, her husband to the said Joseph Brown shall no longer constitute clouds on the title to said property hereinabove described, and all right, title, interest, estate, claim or demand of the said Joseph Brown, his personal representatives, heirs and assigns, in and to said tract of land, and under and by virtue of said Deeds dated October 1, 1892 are hereby declared null and void and fully and completely terminated.

3. That the plaintiffs do now and henceforth hold and own the absolute title to the above described tract in fee simple, according to their respective interests, and have the full right of disposition thereof.

4. That the said Joseph Brown, his heirs, descendants and assigns and all persons known or unknown born or unborn, claiming by, through or under the said Joseph Brown are hereby permanently enjoined from asserting any right, title, interest, estate, claim or demand in, to or against the above described tract of land, by any action at law, or otherwise.

5. That the plaintiffs pay the cost of this proceeding.

CLERK'S OFFICE
1981 AUG 26 PM 11:17
QUEEN ANNE'S COUNTY

Clayton C. Carter
Judge

IN THE MATTER OF THE TAX SALES IN QUEEN ANNE'S COUNTY, MARYLAND, FOR THE YEAR 1981, OF PROPERTIES ASSESSED TO THE FOLLOWING: LEWIS W. AND MARY M. CRUIKSHANK; ROBERT A. SMITH; LIZZIE WELLS; THOMAS J. BRITTINGHAM; MARY DILL; JOHN M. AND AVINELL L. BAYHA; CAGAS, INC.; BARRY L. DAHNE AND RALPH LUBOW; DUCKETT CONSTRUCTION CO., INC.; WILLIAM H. AND FRANCES A. ELLIOTT; IRWIN P. AND FRANCES GRAHAM; JOSEPH F. JERICK, SR.; PHYLLIS L. JOHNSON; JOSEPH B. AND ANNE M. KUBA; EDNA E. LYNCH AND ELIZABETH E. ELLIS; WILLIAM B. AND NELLIE L. MCDEWITT; SHOREBUILT, INC.; WILLIAM E. AND CLAUDIE TUCKER, ET AL.; CLIFFORD JR. AND JEANETTE WOODWARD; PHYLLIS L. JOHNSON; LEVERN LAWS; MARION M. STRINGER; AVALON FARMS, INC.; DAISY CHEER; CLARENCE NOBLE KENNEDY; WILLIAM A. AND DANICE COOPER; MARGUERITE M. CUNEO, ET AL.	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY NO. 6915

* * * * * * *

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 1980-1981 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 Record Observer, a newspaper printed and

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

FILED
JUN 12 1981
CIRCUIT COURT
QUEEN ANNE'S CO.

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, 1981, the same would be collected by process of law.

4. That the said County Treasurer did cause to be mailed to each of said delinquents at the address shown on the County assessment ledgers between the 15th day of March and the 1st day of April an account of his taxes, which were in arrears, with a notice of warning to such delinquents thereto appended that unless payment be made in full of said taxes, together with all interest and costs accrued thereon to the date of payment on or before the 10th day of April, 1981, the same would be collected by process of law.

5. That the said County Treasurer did cause to be published in the Record Observer, a newspaper printed and published and of general circulation in Queen Anne's County, for three successive weeks prior to the third Tuesday in May, a list of all delinquents assessed with real estate, giving the names of the persons assessed, a brief description of the property and the district of its location, together with the amount of taxes in arrears thereon, including all taxes on personality in arrears, by the owner of the real estate with a notice appended that if said taxes, together with all interest, costs, expenses and commissions accrued and to accrue are not paid before the third Tuesday in May, 1981, 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 19, 1981, at 10:00 a.m. (D.S.T.) in front of the Court House Door, Centreville, Maryland, under the terms of said notice all of said properties in the following manner. The advertisement of sale was first read, and then the properties were offered to the highest bidder, one at a time, by Joseph Jackson, Jr., Auctioneer. There follows the description of the properties, the amount of taxes and interest accrued, the pro rata costs of advertising said sale, the County Treasurer's fees, and all other charges, costs, fees, and expenses incident to said sale, the person to whom and at what price each of said several properties were respectively sold.

FIRST DISTRICT

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

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

First Election District of Queen Anne's County, Maryland, located West side Maryland Route 313, South Sudlersville, being designated on Map 18, Block 6, as Parcel 61, Queen Anne's County Tax Maps, consisting of 1.89 acres of land, more or less and improvements. Assessed value $23,093.00, assessed to Lewis W. and Mary M. Cruikshank for $587.19 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$ 587.19
Interest- - - - - - - - - - - - - - - - - -	31.30
Advertising - - - - - - - - - - - - - - - -	15.00
Attorney- - - - - - - - - - - - - - - - - -	15.00
Auctioneer- - - - - - - - - - - - - - - - -	7.50
Notary Public - - - - - - - - - - - - - - -	2.00
	$ 657.99
5% Treasurer's Commission - - - - - - - -	35.00
	$ 692.99

The property was sold to Lawrence and Victor Wood at and for the sum of Seven Hundred Dollars ($700.00) they being then and there the highest bidders thereof.

ALL that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located West side Teat Branch Road, being designated on Map 19, Block 16, as Parcel 67, Queen Anne's County Tax Maps, consisting of 30 acres of land, more or less. Assessed value $6,000.00, assessed to Robert A. Smith for $128.40 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$ 128.40
Interest- - - - - - - - - - - - - - - - - -	6.84
Advertising - - - - - - - - - - - - - - - -	15.00
Attorney- - - - - - - - - - - - - - - - - -	15.00
Auctioneer- - - - - - - - - - - - - - - - -	7.50
Notary Public - - - - - - - - - - - - - - -	2.00
	$ 174.74
5% Treasurer's Commission - - - - - - - -	550.00
	$ 724.74

The property was sold to Lawrence and Victor Wood at and for the sum of Eleven Thousand Dollars ($11,000.00) they being then and there the highest bidders thereof.

SECOND DISTRICT

ALL that lot or parcel of land lying and being in the Second Election District of Queen Anne's County, Maryland, located West side of Route 19, Church Hill, being designated on Map 23, Block 1, as Parcel 89, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value

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ATTORNEY AT LAW
CENTREVILLE, MD. 21617
758-0677

$254.00, assessed to Lizzie Wells for $5.44 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - - - - - - - - - - - - - - - -	$	5.44
Interest- - - - - - - - - - - - - - - - -		.29
Advertising - - - - - - - - - - - - - - -		15.00
Attorney- - - - - - - - - - - - - - - - -		15.00
Auctioneer- - - - - - - - - - - - - - - -		7.50
Notary Public - - - - - - - - - - - - - -		2.00
	$	45.23
Town - - - - - - - - - - - - - - - -		5.00
	$	50.23
5% Treasurer's Commission - - - - - - - -		35.00
	$	85.23

The property was sold to Autry N. Noblitt and Stran J. Funk at and for the sum of Seven Hundred Dollars ($700.00) they being then and there the highest bidders thereof.

THIRD DISTRICT

ALL that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located West Fox Meadow Road, being designated on Map 61, Block 22, as Parcel 22 Queen Anne's County Tax Maps, consisting of 2 acres of land, more or less and improvements. Assessed value $3,700.00, assessed to Thomas J. Brittingham for $79.18 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$	79.18
Interest- - - - - - - - - - - - - - - - - -		4.22
Advertising - - - - - - - - - - - - - - - -		15.00
Attorney- - - - - - - - - - - - - - - - - -		15.00
Auctioneer- - - - - - - - - - - - - - - - -		7.50
Notary Public - - - - - - - - - - - - - - -		2.00
	$	122.90
5% Treasurer's Commission - - - - - - - - -		85.00
	$	207.90

The property was sold to Lawrence and Victor Wood at and for the sum of One Thousand Seven Hundred Dollars ($1,700.00) they being then and there the highest bidders thereof.

ALL that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located near Brownsville Road, being designated on Map 44, Block 1, as Parcel 109, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value $300.00, assessed to Mary Dill for $6.42 taxes in arrears plus interest, costs, and expenses to day of sale.

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

Taxes	$	6.42
Interest		.34
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	46.26
5% Treasurer's Commission		50.00
	$	96.26

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

FOURTH DISTRICT

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 26, Block 18, Section 2, Bay City, being designated on Map 56, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $1,102.00, assessed to John M. and Avinell L. Bayha for $23.58 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	23.58
Interest		1.26
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	64.34
5% Treasurer's Commission		105.00
	$	169.34

The property was sold to Autry N. Noblitt and Stran J. Funk at and for the sum of Two Thousand One Hundred Dollars ($2,100.00) they being then and there the highest bidders thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 14, Block K, Sunny Isle of Kent, being designated on Map 63, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $225.00, assessed to Cagas, Inc. for $4.82 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	4.82
Interest		.26
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	44.58

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
758-0577

5% Treasurer's Commission - - - - - - - -	$ 40.00
	$ 84.58

The property was sold to Autry N. Noblitt and Stran J. Funk at and for the sum of Eight Hundred Dollars ($800.00) they being then and there the highest bidders thereof.

ALL that lot of parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located North of U.S. Route 50, East of Chester, being designated on Map 57, Block 10, as Parcel 428, Queen Anne's County Tax Maps, consisting of 16.44 acres of land, more or less. Assessed value $44,950.00, assessed to Barry L. Dahne and Ralph Lubow for $961.93 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$ 961.93
Interest- - - - - - - - - - - - - - - - - -	51.27
Advertising - - - - - - - - - - - - - - - -	15.00
Attorney- - - - - - - - - - - - - - - - - -	15.00
Auctioneer- - - - - - - - - - - - - - - - -	7.50
Notary Public - - - - - - - - - - - - - - -	2.00
	$ 1,052.70
5% Treasurer's Commission - - - - - - - -	325.00
	$ 1,377.70

The property was sold to Vernon Haddaway 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 5, Block 26, Section 2, Bay City, being designated on Map 56, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $3,150.00, assessed to Duckett Construction Co., Inc. for $67.41 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$ 67.41
Interest- - - - - - - - - - - - - - - - - -	3.59
Advertising - - - - - - - - - - - - - - - -	15.00
Attorney- - - - - - - - - - - - - - - - - -	15.00
Auctioneer- - - - - - - - - - - - - - - - -	7.50
Notary Public - - - - - - - - - - - - - - -	2.00
	$ 110.50
5% Treasurer's Commission - - - - - - - -	150.00
	$ 260.50

The property was sold to Autry N. Noblitt and Stran J. Funk at and for the sum of Three Thousand Dollars ($3,000.00) they

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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 Lots 5-6, Block L, Romancoke, being designated on May 76, Queen Anne's County Tax Maps, consisting of lots. Assessed value $3,938.00, assessed to William H. and Frances A. Elliott for $84.28 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$ 84.28
Interest- - - - - - - - - - - - - - - - - -	4.49
Advertising - - - - - - - - - - - - - - - -	15.00
Attorney- - - - - - - - - - - - - - - - - -	15.00
Auctioneer- - - - - - - - - - - - - - - - -	7.50
Notary Public - - - - - - - - - - - - - - -	2.00
	$ 128.27
5% Treasurer'r Commission - - - - - - - -	160.00
	$ 288.27

The property was sold to Autry N. 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 Lot 4, Block W, Plat 1, Cloverfields, being designated on Map 49, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $340.00, assessed to Irwin P. and Frances Graham for $7.28 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$ 7.28
Interest- - - - - - - - - - - - - - - - - -	.39
Advertising - - - - - - - - - - - - - - - -	15.00
Attorney- - - - - - - - - - - - - - - - - -	15.00
Auctioneer- - - - - - - - - - - - - - - - -	7.50
Notary Public - - - - - - - - - - - - - - -	2.00
	$ 47.17
5% Treasurer's Commission - - - - - - - -	80.00
	$ 127.17

The property was sold to Harry Reynolds at and for the sum of One Thousand Six Hundred Dollars ($1,600.00) he being then and there the highest bidder thereof.

ALL that lot of parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 76, Block B, Section 3, Kent Island Estates, being designated on Map 70, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $1,778.00, assessed to Joseph F. Jerick, Sr. for

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758-0677

$38.05 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	38.05
Interest		2.02
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	79.57
5% Treasurer's Commission		100.00
	$	179.57

The property was sold to Harry Reynolds at and for the sum of Two Thousand Dollars ($2,000.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located West Old Love Point Road, Stevensville, being designated on Map 48, Block 18, as Parcel 76, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value $44,453.00, assessed to Phyllis L. Johnson for $1,078.01 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	1,078.01
Interest		57.46
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	1,174.97
5% Treasurer's Commission		225.00
	$	1,399.97

The property was sold to Oleh I. Jackenycz at and for the sum of Four Thousand Five Hundred Dollars ($4,500.00) 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 5, Block 14, Section 1, Bay City, being designated on Map 56, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $5,906.00, assessed to Joseph B. and Anne M. Kuba for $126.39 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	126.39
Interest		6.74

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LIBER 13 PAGE 273

Advertising - - - - - - - - - - - - - - - - -	$ 15.00
Attorney- - - - - - - - - - - - - - - - - - -	15.00
Auctioneer- - - - - - - - - - - - - - - - - -	7.50
Notary Public - - - - - - - - - - - - - - - -	2.00
	$ 172.63
5% Treasurer's Commission - - - - - - - -	295.00
	$ 467.63

The property was sold to Charles E. Anthony, Jr. at and for the sum of Five Thousand Nine Hundred Dollars ($5,900.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot B, Block E, Section 1, Romancoke, being designated on Map 76, Queen Anne's County Tax Mpas, consisting of a lot. Assessed value $1,575.00, assessed to Edna E. Lynch and Elizabeth E. Ellis for $33.71 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$ 33.71
Interest- - - - - - - - - - - - - - - - - - -	1.80
Advertising - - - - - - - - - - - - - - - - -	15.00
Attorney- - - - - - - - - - - - - - - - - - -	15.00
Auctioneer- - - - - - - - - - - - - - - - - -	7.50
Notary Public - - - - - - - - - - - - - - - -	2.00
	$ 75.01
5% Treasurer's Commission - - - - - - - -	95.00
	$ 170.01

The property was sold to Autry N. Noblitt and Stran J. Funk for the sum of One Thousand Nine Hundred Dollars ($1,900.00) they being then and there the highest bidders thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 22, Block 35, Section 1, Bay City, being designated on Map 56, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $1,890, assessed to William B. and Nellie L. McDewitt for $40.45 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$ 40.45
Interest- - - - - - - - - - - - - - - - - - -	2.16
Advertising - - - - - - - - - - - - - - - - -	15.00
Attorney- - - - - - - - - - - - - - - - - - -	15.00
Auctioneer- - - - - - - - - - - - - - - - - -	7.50
Notary Public - - - - - - - - - - - - - - - -	2.00
	$ 82.11
5% Treasurer's Commission - - - - - - - -	155.00
	$ 237.11

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The property was sold to Charles F. Turner 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 in Cloverfields, Lot 24, Block AA, Plat 6, being designated on Map 49, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $1,378.00, assessed to Shorebuilt, Inc. for $29.49 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$ 29.49
Interest- - - - - - - - - - - - - - - - - - -	1.57
Advertising - - - - - - - - - - - - - - - - -	15.00
Attorney- - - - - - - - - - - - - - - - - - -	15.00
Auctioneer- - - - - - - - - - - - - - - - - -	7.50
Notary Public - - - - - - - - - - - - - - - -	2.00
	$ 70.56
5% Treasurer's Commission - - - - - - - -	105.00
	$ 175.56

The property was sold to Eugene Deems, Jr. at and for the sum of Two Thousand One Hundred Dollars ($2,100.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located on Cox Neck Road, being designated on Map 64, Block 1, as Parcel 1, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $79,361.00, assessed to William E. and Claudie Tucker, et al. for $1,698.32 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes -	$ 1,698.32
Interest- - - - - - - - - - - - - - - - - - -	90.52
Advertising - - - - - - - - - - - - - - - - -	15.00
Attorney- - - - - - - - - - - - - - - - - - -	15.00
Auctioneer- - - - - - - - - - - - - - - - - -	7.50
Notary Public - - - - - - - - - - - - - - - -	2.00
	$ 1,828.34
5% Treasurer's Commission - - - - - - - -	550.00
	$ 2,378.34

The property was sold to William R. Wilson, III, J. Wilson Clark and Sydney Ashley at and for the sum of Eleven Thousand Dollars ($11,000.00) 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 in Bay City, Lot 28, Block 37, Section 2, being designated on Map

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56, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $3,586.00, assessed to Clifford Jr. and Jeanette Woodward for $76.74 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$ 76.74
Interest- - - - - - - - - - - - - - - - - -	4.09
Advertising - - - - - - - - - - - - - - - -	15.00
Attorney- - - - - - - - - - - - - - - - - -	15.00
Auctioneer- - - - - - - - - - - - - - - - -	7.50
Notary Public - - - - - - - - - - - - - - -	2.00
	$ 120.33
5% Treasurer's Commission - - - - - - - -	200.00
	$ 320.33

The property was sold to Charles E. Anthony, Jr. at and for the sum of Four Thousand Dollars ($4,000.00) he being then and there the highest bidder thereof.

FIFTH DISTRICT

ALL that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located Lot 8, Sportsman Hall, being designated on Map 73, Block 1, as Parcel 38, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $56,780.00, assessed to Phyllis L. Johnson for $1,215.09 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$ 1,215.09
Interest- - - - - - - - - - - - - - - - - -	64.76
Advertising - - - - - - - - - - - - - - - -	15.00
Attorney- - - - - - - - - - - - - - - - - -	15.00
Auctioneer- - - - - - - - - - - - - - - - -	7.50
Notary Public - - - - - - - - - - - - - - -	2.00
	$ 1,319.35
5% Treasurer's Commission - - - - - - - -	100.00
	$ 1,419.35

The property was sold to Tom Codd at and for the sum of Two Thousand Dollars ($2,000.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland located Lot 1, Sawmill Road, Grasonville, being designated on Map 58, Block 24, as Parcel 732, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $4,440.00, assessed to Levern Laws for $95.02 taxes in arrears plus interest, costs, and expenses to day of sale.

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Taxes	$	95.02
Interest		5.06
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	139.58
5% Treasurer's Commission		130.00
	$	269.58

The property was sold to Eugene Deems, Jr. at and for the sum of Two Thousand Six Hundred Dollars ($2,600.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located near Grasonville, being designated on Map 58, Block 22, as Parcel 258, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $5,750.00, assessed to Marion M. Stringer for $123.05 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	123.05
Interest		6.56
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00
	$	169.11
5% Treasurer's Commission		240.00
	$	409.11

The property was sold to Eugene F. Deems, Jr. at and for the sum of Four Thousand Eight Hundred Dollars ($4,800.00) he being then and there the highest bidder thereof.

SIXTH DISTRICT

ALL that lot or parcel of land lying and being in the Sixth Election District of Queen Anne's County, Maryland, located on Ruthsburg Road 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 $8,360.00, assessed to Avalon Farms, Inc. for $178.90 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	178.90
Interest		9.54
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
Notary Public		2.00

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	$ 227.94
5% Treasurer's Commission - - - - - - - -	615.00
	$ 842.94

The property was sold to R. Brett Meyers at and for the sum of Twelve Thousand Three Hundred Dollars ($12,300.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Sixth Election District of Queen Anne's County, Maryland, located on Route 309 near Starr, being designated on Map 61, Block 11, as Parcel 54, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $2,910.00, assessed to Daisy Cheer for $62.27 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$ 62.27
Interest- - - - - - - - - - - - - - - - - - -	3.32
Advertising - - - - - - - - - - - - - - - - -	15.00
Attorney- - - - - - - - - - - - - - - - - - -	15.00
Auctioneer- - - - - - - - - - - - - - - - - -	7.50
Notary Public - - - - - - - - - - - - - - - -	2.00
	$ 105.09
5% Treasurer's Commission - - - - - - - -	150.00
	$ 255.09

The property was sold to Lawrence and Victor Wood at and for the sum of Three Thousand Dollars ($3,000.00) they being then and there the highest bidders thereof.

ALL that lot or parcel of land lying and being in the Sixth Election District of Queen Anne's County, Maryland, located on Route 404 near Queen Anne, being designated on Map 69, Block 22, as Parcel 32, Queen Anne's County Tax Maps, consisting of 1/2 acre of land, more or less. Assessed value $276.00, assessed to Clarence Noble Kennedy for $5.90 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$ 5.90
Interest- - - - - - - - - - - - - - - - - - -	.31
Advertising - - - - - - - - - - - - - - - - -	15.00
Attorney- - - - - - - - - - - - - - - - - - -	15.00
Auctioneer- - - - - - - - - - - - - - - - - -	7.50
Notary Public - - - - - - - - - - - - - - - -	2.00
	$ 45.71
5% Treasurer's Commission - - - - - - - -	80.00
	$ 125.71

The property was sold to Lawrence and Victor Wood at and for the sum of One Thousand Six Hundred Dollars ($1,600.00) they being then and there the highest bidders thereof.

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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 Ewingtown, being designated on Map 11, Block 7, as Parcel 34, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value $14,913.00, assessed to William A. and Danice Cooper for $319.14 taxes in arrears plus interest, costs, and expenses to day of sale

Taxes -	$ 319.14
Interest- - - - - - - - - - - - - - - - - -	17.01
Advertising - - - - - - - - - - - - - - - -	15.00
Attorney- - - - - - - - - - - - - - - - - -	15.00
Auctioneer- - - - - - - - - - - - - - - - -	7.50
Notary Public - - - - - - - - - - - - - - -	2.00
	$ 375.65
5% Treasurer's Commission - - - - - - - -	25.00
	$ 400.65

The property was sold to William R. Wilson, III, J. Wilson Clark, and Sydney Ashley at and for the sum of Five Hundred Dollars ($500.00) they being then and there the highest bidders thereof.

ALL that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located Lot 16, Section 1, Ducks Neck, being designated on Map 5, Block 1, as Parcel 296, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $5,983.00, assessed to Marguerite M. Cuneo, et al. for $128.04 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes -	$ 128.04
Interest- - - - - - - - - - - - - - - - - -	6.82
Advertising - - - - - - - - - - - - - - - -	15.00
Attorney- - - - - - - - - - - - - - - - - -	15.00
Auctioneer- - - - - - - - - - - - - - - - -	7.50
Notary Public - - - - - - - - - - - - - - -	2.00
	$ 174.36
5% Treasurer's Commission - - - - - - - -	55.00
	$ 229.36

The property was sold to Sylvia Gouldesbrough at and for the sum of One Thousand One Hundred Dollars ($1,100.00) she being then and there the highest bidder thereof.

The Treasurer further reports that all purchasers have complied with the terms of sale.

Respectfully submitted,

William H. Tolson

William H. Tolson, Treasurer of
Queen Anne's County, Maryland

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

758-0677

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

I HEREBY CERTIFY, that on this 9th day of June, 1981, 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 aforegoing REPORT OF TAX SALES are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Helen E Pardee
Notary Public
My Commission Expires: July 1, 1982

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

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

Centreville, Md. 6-1- 19 81

We Hereby Certify

That the annexed advertisement of

TAX SALES

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 19th day of May 19 81.

And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 29th day of April 19 81, and the last insertion on the 13th day of May 19 81.

Publishers, Record Observer

Per Marjorie Freeman

FILED

JUN 12 1981

CIRCUIT COURT
QUEEN ANNE'S CO.

LEGAL NOTICES

TAX SALES

Under and by virtue of the authority vested in the undersigned by the laws of the State of Maryland, Acts of the General Assembly of Maryland for the year 1957, Chapter 305, applicable to the collection of State and County Taxes within Queen Anne's County, THE COUNTY TREASURER FOR QUEEN ANNE'S hereby gives notice that the following taxes are due and owing for the State, County and Town for the years 79-80-80-91 thru June 30, 1981 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 1981 to wit:

TUESDAY MAY 19, 1981

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.

1st District

No. 1

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located E/Side Big Woods Rd. - N/E Roberts being designated on Map 24, Block 10, as Parcel 6, Queen Anne's County Tax Maps, consisting of 14.5 acres of land, more or less and improvements. Assessed value $4273.00, assessed to Ronnie B. and Carmin Carter for $136.93 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 2

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located W/Side Md. Rt. 313 - S/Sudlersville being designated on Map 18, Block 6, as Parcel 61, Queen Anne's County Tax Maps, consisting of 1.89 acres of land, more or less and improvements. Assessed value $23,093, assessed to Lewis W. and Mary M. Cruikshank for $597.19 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 E/Side Crane Swamp Rd. being designated on Map 24, Block 13, as Parcel 27, Queen Anne's County Tax Maps, consisting of 10 acres of land, more or less and improvements. Assessed value $4130, assessed to Arbella G. Jarrett, et al for $88.39 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 N/Side Md. Rt. 300 - N/E Peters Corner being designated on Map 14, Block 4, as Parcel 6, Queen Anne's County Tax Maps, consisting of 35 acres of land, more or less and improvements. Assessed value $29,642, assessed to Joseph E., III and Mary Kelly for $938.61 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 6

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located W/Peters Cor. - Templeville Rd. being designated on Map 20, Block 7, as Parcel 71, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value $7613, assessed to David W. and Wanda E. Parkinson for $45.56 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 7

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located W/Side Teat Branch Rd. being designated on Map 19, Block 16, as Parcel 67, Queen Anne's County Tax Maps, consisting of 30 acres of land, more or less. Assessed value $6000, assessed to Robert A. Smith for $128.40 taxes in arrears plus interest, costs, and expenses to day of sale.

2nd District

No. 9

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located S/Carter Rd. being designated on Map 31, Block 21, as Parcel 93, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value $12,032, assessed to Glen A. and Terry L. Gill for $156.55 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 N/Rt. 213 being designated on Map 9, Block 6, as Parcel 33, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value $18,344, assessed to Robert A. Knapp for $302.56 taxes

LIBER 13 PAGE 281

LEGAL NOTICES

arrears plus interest, sts, and expenses to y of sale.

o. 12

All that lot or parcel of nd lying and being in e 2nd Election District Queen Anne's County, aryland, located Pt. of ts 48-49 - Plat 2 - Sarah kipper Lands being signated on Map 9, as arcel 127, Queen nne's County Tax aps, consisting of a lot land, more or less and provements. Assess- l value $28,102, assess- l to George W. and An- F. Sterling for $601.38 xes in arrears plus in- rest, costs, and ex- nses to day of sale.

o. 13

All that lot or parcel of nd lying and being in e 2nd Election District Queen Anne's County, aryland, located Lots 0-141 - Chester Harbor ling designated on ap 10, as Parcel 46, ueen Anne's County ax Maps, consisting of lot of land, more or ss. Assessed value 1710, assessed to erome and Gwendolyn atts for $33.59 taxes in rrears plus interest, osts, and expenses to y of sale.

o. 14

All that lot or parcel of nd lying and being in e 2nd Election District Queen Anne's County, laryland, located /Side Rt. 19 - Church ill being designated on lap 23, Block 1, as arcel 89 Queen Anne's ounty Tax Maps, con- sting of a lot of land, ore or less. Assessed alue $254, assessed to azie Wells for $5.44 axes in arrears plus in- rest, costs, and ex- enses to day of sale.

3rd District

o. 16

All that lot or parcel of nd lying and being in e 3rd Election District f Queen Anne's County, aryland, located /Liberty St. - Cen- roville being designated on Map CE 1, as Parcel 32, Queen nne's County Tax aps, consisting of a lot f land, more or less and mprovements. Assess- d value $4840, assessed o Jean B. Bennett for 103.58 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 18

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located W/Fox Meadow Rd. being designated on Map 61, Block 22, as Parcel 22, Queen Anne's County Tax Maps, consisting of 3 acres of land, more or less and improvements. Assessed value $3700, assessed to Thomas J. Brittingham for $79.18 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 19

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located

LEGAL NOTICES

County Tax Maps, consisting of a lot. Assessed value $1,102, assessed to John M. and Avinell L. Bayha for $23.58 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 26

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 14 - Blk. K - Sunny Isle of Kent being designated on map 63, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $225, assessed to Cagas, Inc. for $4.82 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 N/of U.S. Rt. 50/E/of Chester being designated on Map 57, Block 10, as Parcel 428, Queen Anne's County Tax Maps, consisting of 16.44 acres of land, more or less. Assessed value $44,950, assessed to Barry L. Dahne and Ralph Lubow for $951.93 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 32

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 5 - Blk. 26 - Sect. 2 - Bay City being designated on Map 56, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $3,150, assessed to Duckett Construction Co., Inc. for $67.41 taxes in arrears, plus interest, costs, and expenses to day of sale.

No. 33

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lots 14-16 - Blk. M - Sect. 3 - K.I.E. being designated on Map 70, Queen Anne's County Tax Maps, consisting of lots and improvements. Assessed value $18,144, assessed to Howard W. Duval, Sr. and Carolyn M. for $388.28 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 Lots 6-6 - Blk. L - Romancoke being designated on Map 76, Queen Anne's County Tax Maps, consisting of lots. Assessed value $3,938, assessed to Wm. H. and Frances A. Elliott for $84.28 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 35

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 4 - Blk. W - Plat 1 Clover

LEGAL NOTICES

penses 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 E/Side Batts Neck Rd. - S/Stevensville being designated on Map 63, Block 8, as Parcel 51, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $1,320, assessed to Cynthia Johns, Et Ux for $28.25 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 E/Side Batts Neck Rd. - S/Stevensville being designated on Map 63, Block 8, as Parcel 50, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $2,937, assessed to Ronnie Johns, Et Ux for $62.85 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 43

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located W/Old Love Point Rd. - Stevensville being designated on Map 46, Block 18, as Parcel 76, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value $44,453, assessed to Phyllis L. Johnson for $1078.01 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 44

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 5 - Blk. 14 - Sect. 1 - Bay City being designated on Map 56, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $5,905, assessed to Jos. B. and Anne M. Kuba for $126.39 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 Lot 13 - Blk M - Harbor View being designated on Map 57, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $15,296, assessed to Robert Linder, Sr. and Donna L. for $327.33 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 47

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 13 - Blk. E - Sect. 1 - Romancoke being designated on Map 76, Queen Anne's County Tax Maps, consisting of

LEGAL NOTICES

the 4th Election District of Queen Anne's County, Maryland, located Lot 8, Blk F, Queen Anne Colony being designated on Map 70, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $25,817, assessed to Michael C. and Darlene Parker for $552.48 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 4th Election District of Queen Anne's County, Maryland, located in Cloverfields, lot 24, Blk AA, Plat 6 being designated on Map 49, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $1378, assessed to Shorebuilt, Inc. for $29.49 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 59

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located on Batts Neck Road being designated on Map 63, Block 8, as Parcel 18, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value $22,030, assessed to John F. and Mary Spence for $620.77 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 60

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 1, Blk BB, Plat 6, Cloverfields being designated on Map 49, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value $21,290, assessed to K.M. Thompson, et al for $803.84 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 61

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located in K.I.E., Lots 23-25-27, Blk R, Sect. 3 being designated on Map 70, Queen Anne's County Tax Maps, consisting of 3 lots. Assessed value $3963, assessed to Ronald E. and Marlene Torbeck for $84.81 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 62

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located on Cox Neck Road being designated on Map 64, Block 1, as Parcel 1, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $79,361, assessed to Wm. E. and Claudie Tucker etal, for $1688.32 taxes in arrears plus interest, costs, and

LEGAL NOTICES

Bodkin Island S/B Turkey Pt. - S/Chester being designated on Map 71, Block 15, as Parcel 2, Queen Anne's County Tax maps, consisting of a lot and improvements. Assessed value $26,625, assessed to Wayne L. Sarah R. O'Roark for $569.78 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 5th Election District of Queen Anne's County, Maryland, located on Cemetery Lane in Grasonville being designated on Map 58, Block 23, as Parcel 587, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $5200, assessed to Robert B. and Catherine A. Jackson for $113.21 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 70

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located on Gravel Run Road in Grasonville being designated on map 58, Block 22, as Parcel 288, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $7920, assessed to Clyde P. and Mary C. Jenkins for $169.49 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 71

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located Lot 8, Sportsman Hall being designated on Map 73, Block 1, as Parcel 38, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $56,780, assessed to Phyllis L. Johnson for $1215.09 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 5th Election District of Queen Anne's County, Maryland, located lot 27, Sect. 2, White House Acres being designated on Map 58, Block 23, as Parcel 730, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $6920, assessed to Victor L. and Cathy L. Jones for $148.09 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 5th Election District of Queen Anne's County, Maryland, located lot 1, Sawmill Rd., Grasonville being designated on Map 58, Block 24, as parcel 732, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $4440, assessed to Levern

LEGAL NOTICES

ville being designated on Map 56, Block 24, as Parcel 552, Queen Anne's County Tax Maps, consisting of acres of land, more or less and improvements. Assessed value $860 assessed to Wm. J. and Lucille G. Little for $184.47 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 5th Election District of Queen Anne's County, Maryland, located Gr Grason Manor, Lot 6 Plat 2, being designated on Map 66, Block 2, as Parcel 81, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $43,900, assessed to James B. Sr. and Eileen F. Parker for $930.46 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 77

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located Hickory Ridge, Lot 46, Sect. B being designated on Map 59, Block 9, as Parcel 159, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $33,670, assessed to Howard W.N. Rupp for $720.54 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 78

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located on Cemetery Lane, Grasonville being designated on Map 58, Block 23, as Parcel 50, Queen Anne's County Tax Maps, consisting of 11 acres of land, more or less and improvements. Assessed value $15,230, assessed to Beatrice J. Sampson for $207.64 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 79

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located on Quinn Road, Grasonville being designated on Map 56, Block 22, as Parcel 230, Queen Anne's County Tax Maps, consisting of 1 acres of land, more or less and improvements. Assessed value $7240, assessed to Alice L. Seltzer et al for $154.94 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 82

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located near Grasonville being designated on Map 58, Block 23, as Parcel 258, Queen Anne's County Tax Maps, consisting of a lot. Assessed value

W/Brownsville Rd. being designated on Map 44, Block 1, as Parcel 100, Queen Anne's County Tax Maps, consisting of a lot of land, more or less, Assessed value $390, assessed to Mary Dill for $5.42 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 21

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located W/Brownsville Rd. being designated on Map 35, Block 20, as Parcel 107, Queen Anne's County Tax Maps, consisting of 1.032 acres of land, more or less and improvements. Assessed value $10,120, assessed to Annie M. Stanford, Life Est. for $216.57 taxes in arrears plus interest, costs, and expenses to day of sale.

4th District

No. 23

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located W/Md. Rt. 18 - Stevensville being designated on Map 56, Block 6, as Parcel 129, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $4,885, assessed to Richard B. and James Richard Baxter for $104.54 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 26 - Blk. 18 - Sect. 2 - Bay City being designated on Map 56, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $340, assessed to Irwin P. and Frances Graham for $7.28 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 37

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 13 - Blk. A - Castle Marina being designated on Map 57, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $32,211, assessed to Harvey R. and Thelma B. Hammer for $1073.62 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 38

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 3 - Blk. FF - Plat 6 - Cloverfields being designated on Map 49, Queen Annes' County Tax Maps, consisting of a lot. Assessed value $1,378, assessed to Wm. O. and Anna Howes for $29.49 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 76 - Blk. B. - Sect. 3 K.I.E. being designated on Map 70, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $1,778, assessed to Jos. F. Jericek, Sr. for $38.05 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 22 - Blk. 35 - Sect. 1 - Bay City being designated on Map 56, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $1850, assessed to Wm. B. and Nellie L. McDewitt for $40.45 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 52

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 31 - Blk L. - Sect. 3 - K.I.E. being designated on Map 70, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $1,761, assessed to Diane M. Mowbray for $37.68 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 53

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 8, Blk. C, Castle Marina being designated on Map 57, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $30,429, assessed to Robert H. and Pamela B. Nelson for $784.98 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 54

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located on 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. and Kathleen Wicker for $276.42 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 63

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located in Bay City, Lot 1, Blk 18, Sect. 1 being designated on Map 56, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value $3922, assessed to Jos. F. Jr. and Beverly Umerlik for $101.48 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 64

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located on 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. and Kathleen Wicker for $276.42 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 65

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located in Bay City, Lot 28, Blk. 37, Sect. 2 being designated on Map 56, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $3586, assessed to Clifford Jr. and Jeanette Woodward for $76.74 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Laws for $95.02 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 74

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located on Sawmill Road, Grasonville, assessed to Marion M. Stringer for $123.05 taxes in arrears plus interests, costs, and expenses to day of sale.

6th District

All that lot or parcel of

LIBER 13 PAGE 283

LEGAL NOTICES

land lying and being in the 6th District of Queen Anne's County, Maryland, located near Ruthsburg Road 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 $8360, assessed to Avalon Farms, Inc. for $178.90 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 85

All that lot or parcel of land lying and being in the 6th Election District of Qoeen Anne's County, Maryland, located on route 309 near Starr being designated on Map 61, Block 11, as Parcel 54, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $2910, assessed to Daisy Cheer for $62.27 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 87

All that lot or parcel of land lying and being in the 6th Election District of Queen Anne's County, Maryland, located on route 404 near Queen Anne being designated on Map 69, Block 22, as Parcel 32, Queen Anne's County Tax Maps, consisting of ½ acre, more or less. Assessed value $276, assessed to Clarence Noble Kennedy for $5.90 taxes in arrears plus interest, costs, and expenses to day of sale.

7th District

No. 89

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located on Round Top Road near Chestertown being designated on Map 4, Block 21, as Parcel 1, Queen Anne's County Tax Maps, consisting of 175 acres of land, more or less and improvements. Assessed value $60,196, assessed to Louise Bisbee and Florence Leach for $1,339.23 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 90

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located in Sandtown being designated on Map 2, Block 14, as Parcel 30, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $913, assessed to Harry Bottomley Est. for $19.54 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 91

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located in Sandtown being designated on Map 2, Block 14, as Parcel 31, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $1112, assessed to John Bottomley Est. for $23.79 taxes in arrears

LEGAL NOTICES

plus interest, costs, and expenses to day of sale.

No. 92

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located near Crumpton being designated on Map 6, Bloc 13, as Parcel 127, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $9147, assessed to Wm. H. and Margaret Brown for $195.74 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 95

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland located in Ewingtown being designated on Map 11, Block 7, as Parcel 34, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value $14,913, assessed to Wm. A. and Danice Cooper for $319.14 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 96

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located Lot 16 Sect. 1 Ducks Neck being designated on Map 5, Block 1, as Parcel 296, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $5983, assessed to Marquerite M. Cuneo Et al for $128.04 taxes in arrears, plus interest, costs, and expenses to day of sale.

No. 99

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located on 1st St. in Ewingtown being designated on Map 11, Block 7, as Parcel 44, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less. Assessed value $457, assessed to Wm. H. and Arnita Green for $9.78 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 100

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located near Pondtown being designated on Map 6, Block 19, as Parcel 104,

LEGAL NOTICES

Queen Anne's County Tax Maps, consisting of a lot. Assessed value $1252, assessed to Andrew Jr. and Anna Hawkins for $26.79 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 101

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located lot 7 Dogwood Lodge being designated on Map 6, Block 2, as Parcel 115, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $8619, assessed to David T. Helmback for $184.45 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 102

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located in Ewingtown being designated on Map 11, Block 7, as Parcel 90, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value $9072, assessed to George E. Holloway for $194.14 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 103

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located in Sandtown being designated on Map 2, Block 14, as Parcel 32, Queen Anne's County Tax Maps, consisting of 1½ acres of land, more or less and improvements. Assessed value $7270, assessed to John D. and Julia King for $155.58 taxes in arrears plus interest, costs, and expenses to day of sale.

INCORPORATED TOWNS

Church Hill 1980-81
Lizzie Wells $5.00

Millington 1979-80
John D. King $269.84

Millington 1980-81
John D. King $249.96

Millington 1980-81
Harry Bottomley, Estate $37.06

Millington 1980-81
John Bottomley, Estate $102.50

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 1981, OF PROPERTIES ASSESSED TO THE FOLLOWING: LEWIS W. AND MARY M. CRUIKSHANK; ROBERT A. SMITH; LIZZIE WELLS; THOMAS J. BRITTINGHAM; MARY DILL; JOHN M. AND AVINELL L. BAYHA; CAGAS, INC.; BARRY L. DAHNE AND RALPH LUBOW; DUCKETT CONSTRUCTION CO., INC.; WILLIAM H. AND FRANCES A. ELLIOTT; IRWIN P. AND FRANCES GRAHAM; JOSEPH F. JERICK, SR.; PHYLLIS L. JOHNSON; JOSEPH B. AND ANNE M. KUBA; EDNA E. LYNCH AND ELIZABETH E. ELLIS; WILLIAM B. AND NELLIE L. MCDEWITT; SHOREBUILT, INC.; WILLIAM E. AND CLAUDIE TUCKER, ET AL.; CLIFFORD JR. AND JEANETTE WOODWARD; PHYLLIS L. JOHNSON; LEVERN LAWS; MARION M. STRINGER; AVALON FARMS, INC.; DAISY CHEER; CLARENCE NOBLE KENNEDY; WILLIAM A. AND DANICE COOPER; MARGUERITE M. CUNEO, ET AL.	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY NO. 6915

* * * * * * *

ORDERED, this 17th day of June, 1981, 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 20th day of July, 1981, 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 24th day of June, 1981, and ending on the 15th day of July, 1981.

AND the report states amount of sale to be $94,700.00.

Clayton C. Carter
JUDGE

FILED: CLERK'S 1981 JUN 18 AM 10:29 QUEEN ANNE'S COUNTY

JAMES E. THOMPSON, JR.
ATTORNEY AT LAW
CENTREVILLE, MD. 21617
758-0577

IN THE MATTER OF THE TAX SALES FOR YEAR 1981 LIBER 13 PAGE 286

JEFFREY M. FROST and
BERNARD H. KANSTOROOM
Substitute Trustees

vs.

FRANCIS M. KEY and
ELIZABETH M. KEY

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
EQUITY NO. 6915
and
EQUITY NO. 6718

EXCEPTIONS TO TAX SALE

Comes now, Claudia H. Tucker, Pro Se, Defendant, and EXCEPTS to the Tax Sale held on that certain portion of the property known as BROADWATER FARM, advertised on page 6-B, Queen Anne's Record Observer, April 29, 1981, for the following reasons:

1. That the Tax Sale was held at 10:00 AM, May 19, 1981, on that certain portion of the property known as Broadwater Farm, located on Kent Island in Chester, Maryland; said portion designated on the Tax Roll Records as " Lot 500 X 250 AND IMP W/COX NECK RD S/CHESTER ".

2. That said " portion " is part and parcel of the whole of said property known as Broadwater Farm and is recorded in the Court House in Centerville, Queen Anne's County, Maryland in the whole and not as parts. (see Tax Map 64, Block 1, Parcel 1; and Liber 102, Page 211 of the Land Records of Queen Anne's County)

3. That said property known as Broadwater Farm consists of 101.8± acres, and is recorded as same and is covered by one (1) Deed of sale. (see Liber 102, page 211).

4. That pursuant to the Laws of Maryland, Article 18 of the Code of Public Laws of Maryland, Title " Queen Anne's County ", Chapter 305, section 217, to wit;

> ".....the County Treasurer..... may estimate the quantity of which.....will be sufficent to pay taxes in arrears....., and select a surveyor to lay off and make a plot and description of the same, and the part so laid off shall be sold by the plat and description so made, and it shall be sufficient in the advertisement of the sale of deliquent taxpayers' properties to mention the quantity of land to be sold from the property or properties described as per plat and description to be exhibited on the day of sale,... .....". (emphasis added)

5. That on the aforesaid date and page, the following ad appeared;

> " NO 62, All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located on Cox Neck Road being designated on Map 64, Block 1, as Parcel 1, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $79,361, assessed to Wm. E. Tucker and Claudia Tucker etal, for $1,698.32 taxes in arrers plus interest costs and expenses to date of sale."

RECEIVED 1981 JUL 17 PM 1:08 QUEEN ANNE'S COUNTY

6. That the Queen Anne's County Treasurer did not comply with the Laws of Maryland.

7. That on May 18, 1981, Defendant filed with this Court a Motion requesting a Temporary Injunction to stay the Tax Sale scheduled for May 19, 1981; said Motion was denied by the Honorable Clayton Carter. (See EX. 1)

8. That on May 19, 1981, Defendant filed a Motion for Reconsideration with this Court, to request reconsideration of the Order of Judge Carter denying the request for an Injunction of the Tax Sale aforementioned. (See EX. 2)

9. That on May 19, 1981, Defendant file a " Notice of Appeal ", appealling said denial of the Motion for Temporary Injunction to Stay the Tax Sale scheduled for May 19, 1981.(See EX. 2)

10. That said Appeal is still open.

11. That on June 18, 1981, Defendant Claudia H. Tucker filed with the U. S. Bankruptcy Court in Baltimore, Maryland, her Petition for Bankruptcy under Chapter 7- Liquidation, of the Act, listing as part of Defendants debts the taxes due to Queen Anne's County from the property known as Broadwater Farm.

12. That Creditors also listed under the Petition for Bankruptcy were the Mortgage holder of the First Trust Deed, as well as the Second Mortgage Holder; Second Mortgage Holder having moved in this Court for " Foreclosure " on aforementioned property, in toto, and said property was sold at a Foreclosure Sale held on February 26, 1981 and has been set aside due to the filing of Bankruptcy Petition of William E. Tucker, Jr., an owner of said property.

WHEREFORE, the Defendant Claudia H. Tucker hereby respectfully requests of this Honorable Court that;

1. The Tax Sale held on May 19, 1981 NOT be ratified as reported.
2. This Court ORDER said deliquient tax on said property to be paid from the settlement of the proceeds of the foreclosure sale and record said tax lien with the Trustees, for such purpose.
3. A hearing be held to discuss the merits of this cause.
4. And for such other relief the Court deem proper.

Respectfully Submitted,

Claudia H. Tucker

Claudia H. Tucker
Broadwater Farm, Chester, MD 21619

I do solemnly declare and affirm that the matters and facts set forth in the foregoing exception are true and correct to the best of my knowledge, information and belief.

Claudia H. Tucker

Claudia H. Tucker

EX. #1

LIBER 13 PAGE 288

JEFFREY M. FROST and BERNARD H. KANSTOROOM Substitute Trustees	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY,
vs.	:	SITTING IN EQUITY
FRANCIS M. KEY and ELIZABETH M. KEY Mortgagors	:	NO. 6718

ORDER OF COURT

The Motion for Temporary (Ex Parte) Injunction filed in this cause by Claudia H. Tucker on May 18, 1981 having been read and considered, and it appearing to the Court as follows:

1. That the Movant has a fractional interest in the property known as "Broadwater Farm" which is assessed on the tax assessment records for Queen Anne's County of the Department of Assessments and Taxation to the Movant et al.

2. That a duty is imposed upon the owners of real estate to timely pay the annual taxes levied upon the same.

3. That the Movant has not observed the equitable maxim that "equity aids the vigilant rather than those in slumber on their rights."

4. That there has been no showing by the Movant that immediate, substantial and irreparable injury will result to the Movant before an adversary hearing can be had, because of the right of all property owners to redeem the property within a year and a day from the tax sale.

IT IS THEREUPON ORDERED this 18th day of May, 1981, by the Circuit Court for Queen Anne's County, Sitting in Equity, that the Motion of Claudia H. Tucker for a Temporary Injunction to restrain and enjoin the tax sale to be held on Tuesday, May 19, 1981 on the property known as "Broadwater Farm", Chester, Maryland be and it is is hereby denied.

CLERK'S OFFICE
1981 MAY 18 PM 3:42
QUEEN ANNE'S COUNTY

Taylor Carter
Judge

TRUE COPY, TEST:
MARGUERITE W. [illegible], CLERK
BY: Betty M. Conaway
DEPUTY CLERK

EX. #2.

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 EVERNDAM
ASSOCIATE JUDGE
DENTON, MD. 21629
CLAYTON C. CARTER
ASSOCIATE JUDGE
CENTREVILLE, MD. 21617

May 22, 1981

CAROLINE COUNTY
CECIL COUNTY
KENT COUNTY
QUEEN ANNE'S COUNTY
TALBOT COUNTY

758-0216

Mrs. Claudia H. Tucker
Broadwater Farm
Chester, Maryland 21619

Re: Equity No. 6718

Dear Mrs. Tucker:

I cannot act upon your Motion for Reconsideration filed in the above cause on May 19th because you have filed a notice of appeal from my Order, which you are now asking me to reconsider.

Once you have noted the appeal I have no further jurisdiction to take any action in this cause. In any event, time would have seemed to have made the matter moot.

Very truly yours,

CLAYTON C. CARTER,
Judge

CCC:mfe
cc: County Treasurer of Queen Anne's County
Messrs. Jeffrey M. Frost and
Bernard H. Kanstoroom

CERTIFICATE OF SERVICE

I hereby certify that on 17th day of July, 1981, a copy of the foregoing Exceptions were mailed, postage prepaid, first class, to the following:

Treasurer of Queen Anne's County, Centreville, Maryland 21617
Court of Special Appeals
361 Rowe Blvd., Annapolis, Maryland 21401
Jeffrey Frost, Esq. & Bernard Kanstoroom
Suite 1400, 5454 Wisc. Ave., Chevy Chase, Maryland 20015

Francis S. and Elizabeth Key
9302 Pomander Lane, Chevy Chase, Maryland 20015

Equitable Trust Bank, Calvert & Fayette Streets, Baltimore, MD 21202

Construction Group, Inc., 8401 Connecticut Avenue, Chevy Chase, MD 20015

William E. Tucker, Jr., 107 Medical Arts Building, Baltimore, MD 21201

Mario Vahos, St. Agnes Medical Center, Baltimore, Maryland 21229

William D. Heim, 301 Severn Avenue, Annapolis, Maryland 21401

Barbara L. Warfield, Limestone Valley Farm, Clarksville, Maryland 21029

Laura Vahos, 2104 Cedar Circle Drive, Catonsville, Maryland 21228

U.S. Bankruptcy Court, U.S. Court House
100 W. Lombard St, 2nd fl. Baltimore, MD 21201
file # 81-2-1773

Claudia H. Tucker

Claudia H. Tucker

IN THE MATTER OF THE TAX SALES IN QUEEN ANNE'S COUNTY, MARYLAND, FOR THE YEAR 1981, OF PROPERTIES ASSESSED TO THE FOLLOWING: LEWIS W. AND MARY M. CRUIKSHANK; ROBERT A. SMITH; LIZZIE WELLS; THOMAS J. BRITTINGHAM; MARY DILL; JOHN M. AND AVINELL L. BAYHA; CAGAS, INC.; BARRY L. DAHNE AND RALPH LUBOW; DUCKETT CONSTRUCTION CO., INC.; WILLIAM H. AND FRANCES A. ELLIOTT; IRWIN P. AND FRANCES GRAHAM; JOSEPH F. JERICK, SR.; PHYLLIS L. JOHNSON; JOSEPH B. AND ANNE M. KUBA; EDNA E. LYNCH AND ELIZABETH E. ELLIS; WILLIAM B. AND NELLIE L. MCDEWITT; SHOREBUILT, INC.; WILLIAM E. AND CLAUDIE TUCKER, ET AL.; CLIFFORD JR. AND JEANETTE WOODWARD; PHYLLIS L. JOHNSON; LEVERN LAWS; MARION M. STRINGER; AVALON FARMS, INC.; DAISY CHEER; CLARENCE NOBLE KENNEDY; WILLIAM A. AND DANICE COOPER; MARGUERITE M. CUNEO, ET AL.	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY NO. 6915

* * * * * * *

AMENDED ORDER NISI

ORDERED, this 27th day of July, 1981, 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 3rd day of September, 1981, 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 29th day of July, 1981, and ending on the 19th day of August, 1981.

AND the report states amount of sale to be $94,700.00

Clayton C. Carter

CLAYTON C. CARTER
JUDGE

FILED
JUL 27 1981

FILED: CIRCUIT COURT
QUEEN ANNE'S CO.

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

LIBER ORIGINAL 13 PAGE 292

ADVERTISING INSERTION

ORDER

THE STAR-DEMOCRAT

Phone 822-1500
EASTON, MARYLAND

Name: Queen Anne's County Treasurer

Address: Centreville
Md. 21617

ISSUE(S): July 29, Aug 5, 12, 19 (4x)

CAPTION: Tax Sale

SIZE: 2X6 1/2

POSITION REQUESTED: Legal

CLASSIFIED _____ LEGAL ✓ DISPLAY _____

REMARKS: Copy attached

CO-7-29-4t-042

CASH	CREDIT	CHARGE	AMOUNT
			N/C

Received By: MLF

Date: 7/24/81

ORDER NUMBER 45406

ALAN COATES BUSINESS FORMS EASTON, MD 309 747-1

Centreville, Md. 8-20 19 81

We Hereby Certify

That the annexed advertisement of

TAX SALES

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 4 successive weeks before the 3rd day of September 1981. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 29th day of July 19 81, and the last insertion on the 19th day of August 19 81.

Publishers, Record Observer

Per Marjorie Freeman.

RECEIVED
CLERK, CIRCUIT COURT
1981 SEP -9 PM 12:00
QUEEN ANNE'S COUNTY

IN THE MATTER OF THE TAX SALES IN QUEEN ANNE'S COUNTY, MARYLAND, FOR THE YEAR 1981, OF PROPERTIES ASSESSED TO THE FOLLOWING: LEWIS W. AND MARY M. CRUIKSHANK; ROBERT A. SMITH; LIZZIE WELLS; THOMAS J. BRITTINGHAM; MARY DILL; JOHN M. AND AVINELL L. BAYHA; CAGAS, INC.; BARRY L. DAHNE AND RALPH LUBOW; DUCKETT CONSTRUCTION CO., INC.; WILLIAM H. AND FRANCES A. ELLIOTT; IRWIN P. AND FRANCES GRAHAM; JOSEPH F. JERICK, SR.; PHYLLIS L. JOHNSON; JOSEPH B. AND ANNE M. KUBA; EDNA E. LYNCH AND ELIZABETH E. ELLIS; WILLIAM D. AND NELLIE L. MCDEWITT; SHOREBUILT, INC.; WILLIAM E. AND CLAUDIETUCKER, ET AL.; CLIFFORD JR. AND JEANETTE WOODWARD; PHYLLIS L. JOHNSON; LEVERN LAWS; MARION M. STRINGER; AVALON FARMS, INC.; DAISY CHEER: CLARENCE NOBLE KENNEDY; WILLIAM A. AND DANICE COOPER; MARGUERITE M. CUNEO, ET AL.

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY
NO. 6915
AMENDED ORDER NISI

ORDERED, this 27th day of July, 1981, 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 3rd day of Sept., 1981, unless cause to the contrary thereof be previously shown; provided a copy of this Order by inserted in some newspaper printed and published in Queen Anne's County, State of Maryland, once a week for four consecutive weeks commencing on the 29th day of July, 1981, and ending on the 19th day of Aug., 1981.

AND the report states amount of sale to be $94,700.00

Clayton C. Carter
Judge
True Copy, Test:
Marguerite W. Mankin, Clerk
By: Betty M. Comegys,
Deputy Clerk

RO-7-29-4t-042

IN THE MATTER OF THE TAX SALES IN QUEEN ANNE'S COUNTY, MARYLAND, FOR THE YEAR 1981, OF PROPERTIES ASSESSED TO THE FOLLOWING: LEWIS W. AND MARY M. CRUIKSHANK; ROBERT A. SMITH; LIZZIE WELLS; THOMAS J. BRITTINGHAM; MARY DILL; JOHN M. AND AVINELL L. BAYHA; CAGAS, INC.; BARRY L. DAHNE AND RALPH LUBOW; DUCKETT CONSTRUCTION CO., INC.; WILLIAM H. AND FRANCES A. ELLIOTT; IRWIN P. AND FRANCES GRAHAM; JOSEPH F. JERICK, SR.; PHYLLIS L. JOHNSON; JOSEPH B. AND ANNE M. KUBA; EDNA E. LYNCH AND ELIZABETH E. ELLIS; WILLIAM B. AND NELLIE L. MCDEWITT; SHOREBUILT, INC.; WILLIAM E. AND CLAUDIE TUCKER, ET AL.; CLIFFORD JR. AND JEANETTE WOODWARD; PHYLLIS L. JOHNSON; LEVERN LAWS; MARION M. STRINGER; AVALON FARMS, INC.; DAISY CHEER; CLARENCE NOBLE KENNEDY; WILLIAM A. AND DANICE COOPER; MARGUERITE M. CUNEO, ET AL.	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY NO. 6915

* * * * * * *

ORDERED, this 10th day of September, 1981, 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 19th day of May, 1981, 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:

Lewis W. and Mary M. Cruikshank	- First Election District
Robert A. Smith	- First Election District
Lizzie Wells	- Second Election District
Thomas J. Brittingham	- Third Election District
Mary Dill	- Third Election District
John M. and Avinell L. Bayha	- Fourth Election District
Cagas, Inc.	- Fourth Election District
Barry L. Dahne and Ralph Lubow	- Fourth Election District
Duckett Construction Co., Inc.	- Fourth Election District
William H. and Frances A. Elliott	- Fourth Election District
Irwin P. and Frances Graham	- Fourth Election District
Joseph F. Jerick, Sr.	- Fourth Election District
Phyllis L. Johnson	- Fourth Election District
Joseph B. and Anne M. Kuba	- Fourth Election District
Edna E. Lynch and Elizabeth E. Ellis	- Fourth Election District

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

William B. and Nellie L. McDewitt	- Fourth Election District
Shorebuilt, Inc.	- Fourth Election District
William E. and Claudie Tucker, et al.	- Fourth Election District
Clifford Jr. and Jeanette Woodward	- Fourth Election District
Phyllis L. Johnson	- Fifth Election District
Levern Laws	- Fifth Election District
Marion M. Stringer	- Fifth Election District
Avalon Farms, Inc.	- Sixth Election District
Daisy Cheer	- Sixth Election District
Clarence Noble Kennedy	- Sixth Election District
William A. and Danice Cooper	- Seventh Election District
Marguerite M. Cuneo, et al.	- 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 AMENDED Order Nisi passed in these proceedings on the 27th day of July, 1981, a Certificate of Publication of said AMENDED ORDER NISI being filed in this cause showing publication thereof in accordance with said ORDER.

Clayton C. Carter

JUDGE

RECEIVED
CLERK, CIRCUIT COURT
1981 SEP 10 PM 3:16
QUEEN ANNE'S COUNTY

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

LIBER 13 PAGE 296

LEVY AND DITTO
ATTORNEYS AT LAW
1507 FIDELITY BUILDING
BALTIMORE, MD. 21201
PHONE 727-3445

KARL M. LEVY
JOHN H. DITTO, JR.
WILLIAM M. LEVY

HARFORD COUNTY OFFICE:
20 OFFICE STREET
BEL AIR, MD. 21014
PHONE 838-8801

November 16, 1981

Ms. Betty M. Comegys
Chief Deputy
Circuit Court for
Queen Anne's County
Court House
Centreville, Maryland 21617

Re: Tax Sales, Equity 6915
Lot 24 Block AA Plat 6 Cloverfields
Shorebuilt, Inc.

Dear Ms. Comegys:

I am enclosing for filing in the above captioned case the certificate of redemption of said property from the tax sale by William H. Tolson, Treasurer.

Thanking you for your attention to this matter, I am,

Very truly yours,

William M. Levy
WILLIAM M. LEVY

RECEIVED
CLERK, CIRCUIT COURT
1981 NOV 17 AM 9:51
QUEEN ANNE'S COUNTY

WML:bb

Encl.

CERTIFICATE OF REDEMPTION

WHEREAS: William H. Tolson, Treasurer and Collector of taxes for the State of Maryland and the County of Queen Anne's, pursuant to Chapter 305 of the Acts of 1957, and Acts Amendatory thereof, on May 19th, 1981, sold to Eugene Deems, Jr. _____ at public auction for the sum of Twenty-One Hundred Dollars and no Cents of which One Hundred Seventy-Five Dollars and fifty-six Cents has been paid, the property in the 4th Election District of Queen Anne's County, Maryland, and described as all that lot or parcel of land

Lot 24 Blk AA Plat 6 Clvds Map 49

and assessed to Shorebuilt, Inc.

Said property described herein being subject to redemption upon payment of all amounts specified by Chapter 305 of the Acts of 1957, and Acts amendatory thereof.

NOW THEREFORE: I, Wm. H. Tolson, Treasurer and Collector of taxes for the State of Maryland and the County of Queen Anne's hereby certify that on Nov. 13, 1981, Wm. M. Levy Mortgage Holder

redeemed the said property of Shorebuilt, Inc.

for the sum of One Hundred Eighty-Five dollars & seventy-six cents of which $185.76 Dollars and _____ Cents has been paid. The Certificate of Sale, issued as above set forth, has been cancelled and delivered to Wm H. Tolson _____, Treasurer and Collector of taxes for Queen Anne's County.

Witness my hand and seal this 13th day of Nov., 1981.

Attest: Helen E Pardee

William H Tolson
Treasurer and Collector

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

I HEREBY CERTIFY, that on this 13th day of Nov., 19 81, before the Subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared William H. Tolson, Treasurer and Collector of Taxes for the State of Maryland and the County of Queen Anne's, and Acknowledge the aforegoing Certificate for Redemption to be his act.

Witness my hand and Notarial seal: Helen E Pardee
Notary Public

My Commission Expires: 7/1/82

$ 175.56	Cost of sale
8.20	Interest due
2.00	Notary fee
$ 185.76	
29.62	1981-82 Tax bill
.39	Interest d ue
$ 215.77	Total amount paid at redemption

RECEIVED
CLERK OF CIRCUIT COURT
1981 NOV 17 AM 9:52
QUEEN ANNE'S COUNTY

LIBER 13 PAGE 298

MAURICE W. BALDWIN, Assignee and Plaintiff	*	IN THE
	*	CIRCUIT COURT
VS-	*	FOR
	*	QUEEN ANNE'S COUNTY
JOHN DOSS TALLEY, JR.	*	IN EQUITY #6552

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

ORDER TO DOCKET SUIT

MR. CLERK:

Please docket the above matter in foreclosure.

NOV 15-79 * 25508 *****50.00
NOV 15-79 A 25508 *****50.00

MAURICE W. BALDWIN
~~22 West Pennsylvania Avenue~~ P.O. Box
~~603 Loyola Federal Building~~ 10639
Towson, Maryland 21204
Phone: ~~828-5678~~
377-0 7151

CCC
9-18-80

FILED IN OFFICE
CLERK, CIRCUIT COURT
1979 NOV 15 AM 11:00
QUEEN ANNE'S COUNTY

DOCUMENT NO. 82,786

02-3950

PURCHASE MONEY

This Mortgage

Made this 2nd day of December, 1975, by and between JOHN DOSS TALLEY, JR.

(hereinafter called "Mortgagor"), and BELAIR NATIONAL BANK, a Maryland corporation, Mortgagee.

WHEREAS, the said Mortgagor, has received from Mortgagee an advance of SIXTY THOUSAND and 00/100 Dollars ($ 60,000.00), the receipt of which is hereby acknowledged by the Mortgagor; and

FURTHER WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of Nine per centum (9.0%) per annum in the following manner:

By the payment of FOUR HUNDRED EIGHTY-TWO and 79/100 Dollars ($ 482.79) commencing on the first day of February, 1976, and continuing on the first day of each month thereafter until the first day of January, 2006, at which time the then remaining balance shall be due and payable without demand; each installment when so paid to be applied, first to interest on the balance of the principal remaining unpaid, and the balance thereof to be credited to the reduction of the principal.

The due execution of this Mortgage was 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 ($1.00), the said Mortgagor does grant and convey unto the said Mortgagee, its successors and assigns, the following described land and premises, situated in the County of Queen Anne's, State of Maryland, known and distinguished as follows:

All that lot or parcel of land situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, being known and designated as Parcel No. 17 on a Plat dated June, 1972, entitled "THOMAS I. BALDWIN LANDS", as revised and recorded in Liber CWC No. 72, folio 309 of the Land Records of Queen Anne's County, Maryland.

No prepayment penalty will be charged if this loan is a first mortgage on residential real property for non-business purposes and the interest in excess of 8%.

RECEIVED FOR RECORD
& RECORDED IN LIBER CWC
NO. 101 FOLIO 517

1976 FEB -5 AM 9:23

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

FEB -5-76 * 23861 ******9.50
FEB -5-76 A 23861 ******9.50

LIBER 101 PAGE 517 LIBER 13 PAGE 299

AND, WHEREAS, this Mortgage shall also secure future advances, as provided by Chapter 178 of the Laws of Maryland passed at the January Session of the General Assembly in the year 1955, or any supplement, amendment or addition thereto.

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

TO HAVE AND TO HOLD the same, with the improvements and appurtenances aforesaid, unto the said Mortgagee, its successors and assigns, in fee simple.

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced may be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

Provided, however, if the said Mortgagor, his heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this mortgage shall be void.

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenants with the said Mortgagee, as follows: (1) That together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid the following sums: an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee, its successors or assigns, to the extent necessary to protect its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) that the holder of this mortgage, in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the covenants or conditions hereof for thirty days; (9) to pay a late charge not to exceed the greater of Two ($2.00) Dollars or five per cent (5%) of the total amount of any delinquent or late periodic installment of interest and principal which is received at the office of the Mortgagee more than fifteen (15) calendar days after the due date thereof to cover the extra expense involved in handling delinquent payments; (10) x

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 Mortgagor agrees that all of these covenants shall continue in force until the whole amount of the indebtedness secured hereby, together with all sums advanced hereunder, shall be paid.

And it is further agreed that in the event the said Mortgagor, his, her or their heirs or assigns, shall default in the performance of any of the covenants or conditions of this Mortgage, or fail to perform any of the covenants herein contained, then the whole mortgage debt hereby secured shall, at the option of the Mortgagee, become due and demandable; and these presents are hereby declared to be made in trust and the said Mortgagee, or its successors or assigns, is hereby authorized and empowered to sell all of the property hereby mortgaged, or so much thereof as may be necessary, for cash, and any such sale shall be under the provisions of Article 66 of the Annotated Code of Maryland and the Maryland Rules of Procedure, or any other general or local law of the State of Maryland relating to mortgage foreclosures, or any supplement, amendment or addition thereto. In the event of said sale, the proceeds arising therefrom shall be applied, first, to the payment of all expenses incident to such sale, including an attorneys' fee of Three Hundred Fifty and 00/100 Dollars ($350.00), and commissions to the party making sale of said property equal to the commissions allowed Trustees for making sale of property by virtue of a decree of the Circuit Court for the County in which said property is located, sitting in equity; second, to the payment of all claims of the Mortgagee, its successors and assigns, whether the same shall then have matured or not, including interest to the date of disbursement to the Mortgagee; and the surplus, if any, to be paid to said Mortgagor, or whoever may be lawfully entitled to the same. Half of such commissions, all attorneys' fees and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after the property aforesaid shall be advertised for sale, but before the sale thereof.

~~The said Mortgagor covenants that he will warrant specially the property hereby mortgaged and will execute such~~ other and 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 phrase Mortgagee shall include any assignee or transferee of this Mortgage, whether by operation of law or otherwise.

The Mortgagor, by execution of this instrument, certifies that prior to such execution he has received both a fully executed Agreement as to the Contractual Rate of Interest and a Loan Disclosure Statement in connection with this loan, as required by Article 49 of the Annotated Code of Maryland.

WITNESS the hand(s) and seal(s) of the said Mortgagor(s).

WITNESS: Cecilia Thompson

John Doss Talley Jr. (SEAL)
John Doss Talley, Jr.

(SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND
~~COUNTY~~ CITY OF BALTIMORE } ss:

I HEREBY CERTIFY that on this 2nd day of Dec, 1975, before me, the subscriber, a Notary Public in and for the said State and County, personally appeared in said State and County, John Doss Talley, Jr., and did acknowledge the aforegoing Mortgage to be his act.

WITNESS my hand and official seal on the day and date hereinabove written.

Cecilia Thompson
Notary Public, Md.

CECILIA THOMPSON NOTARY PUBLIC BALTIMORE CITY, MD.

STATE OF MARYLAND
~~COUNTY~~ CITY OF Baltimore } ss:

I HEREBY CERTIFY that on this 2nd day of Dec, 1975, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared in said State and County, O. James Talbott, Executive Vice President of BELAIR NATIONAL BANK, and made oath in due form of law that the consideration in the aforegoing Mortgage is true and bona fide as therein set forth. Affiant further states that the proceeds of the loan secured hereby have been paid to either the party of the first part or person responsible for disbursement thereof in the closing transaction prior to the final and complete execution of this mortgage.

Cecilia Thompson
Notary Public, Md.

CECILIA THOMPSON NOTARY PUBLIC BALTIMORE CITY, MD.

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.

LANCASTER, BLAND, EISELE & HERRING
By: Clifton M. Eisele, Jr.

DOCUMENT NO. 100,368 LIBER 13 PAGE 302 LIBER 157 PAGE 436

No. [illegible]
Re CLERK, CIRCUIT RECEIVED FOR RECORD
1979 NOV 15 AM 10: 59
QUEEN ANNE'S COUNTY

Assignment

NOV 15-79 A #25505 ******6.00

OF MORTGAGE FROM John Doss Talley, Jr.

TO Belair National Bank AS RECORDED IN

LIBER CWC NO. 101 FOLIO 517

MAIL TO To be placed in Chancery No. 6552

We hereby assign the within mortgage to Carlyle J. Lancaster for the purpose of foreclosure.

WITNESS the corporate execution hereof this 14th day of March, 1979.

THE CITIZENS NATIONAL BANK,
Successor to Belair National Bank

By Sherwood S. Shreaves, President

ATTEST:

George L. Moore, Jr.

DOCUMENT NO. 100,369

Recorded MWM 157 pg 437

No. [illegible]
Re CLERK, CIRCUIT [illegible] RECEIVED FOR RECORD

1979 NOV 15 AM 10:59

QUEEN ANNE'S COUNTY

Assignment

NOV 15-79 A 25506 ******6.00

OF MORTGAGE FROM John Doss Talley, Jr.

TO Belair National Bank AS RECORDED IN

LIBER CWC NO. 101 FOLIO 517

MAIL TO "To be placed in Chancery No. 6552

We hereby assign the within mortgage to UNION HOME LOAN CORPORATION without warranty, recourse or representation, this 28th day of May, 1979.

THE CITIZENS NATIONAL BANK,
Successor to Belair National Bank

ATTEST:

Julia A. Brittingham

Witness:

Jean M. Prather

By Chal N. Taylor
Charles N. Taylor, Vice President

Carlyle J. Lancaster,
Assignee for the Purpose of Foreclosure

9.50 | 9.50 Bd

LIBER 13 PAGE 303

DOCUMENT NO. 100,378 LIBER 157 PAGE 438 13 AM 304

No. RECEIVED
Re CLERK, CIRCUIT COURT RECEIVED FOR RECORD
1979 NOV 15 AM 10:59
QUEEN ANNE'S COUNTY

Assignment

NOV 15-79 A 25507 ******5 00

OF MORTGAGE FROM John Doss Talley, Jr.

TO Belair National Bank AS RECORDED IN

LIBER CWC NO. 101. FOLIO 517

MAIL TO To be placed in Chancery No. 6552

We hereby assign the within mortgage to Maurice W. Baldwin, Attorney, for the purpose of foreclosure.
WITNESS the corporate execution hereof this 2nd day of October, 1979.
ATTEST: UNION HOME LOAN CORPORATION

Dubby Pase By: Edward M. Hill, II, Vice President

CLERK | STAMP | TOTAL

MAURICE W. BALDWIN Assignee and Plaintiff	*	IN THE
	*	CIRCUIT COURT
VS-	*	FOR
	*	QUEEN ANNE' S COUNTY
JOHN DOSS TALLEY, JR.	*	IN EQUITY #6552

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

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of Maurice W. Baldwin, Assignee, under the Mortgage from John Doss Talley, Jr., to Belair National Bank, a body corporate of the State of Maryland, dated the 2nd day of December, 1975, and recorded among the Land Records of Queen Anne's County, in Liber 101, folio 517, and being assigned to Union Home Loan Corporation on May 28, 1979, and that default having occurred thereunder there is due and owing the above Plaintiff the principal sum of $64,613.13, as of October 4, 1979, with interest accruing thereon at the rate of $15.43 for each and every day thereafter.

STATE OF MARYLAND, COUNTY of BALTIMORE Sct:

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 Baltimore County, Maryland personally appeared Maurice W. Baldwin, Assignee, the Plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of Mortgage Claim under the Mortgage filed in the said cause now remaining due and unpaid.

RITA K. HANDLEMAN NOTARY PUBLIC BALTIMORE, MD.

Rita Handleman
NOTARY PUBLIC

MY COMMISSION EXPIRES: July 1, 1982

MAURICE W. BALDWIN, Assignee and Plaintiff	*	IN THE
	*	CIRCUIT COURT
VS-	*	FOR
	*	QUEEN ANNE'S COUNTY
JOHN DOSS TALLEY, JR.	*	IN EQUITY #6552

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

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE COUNTY, To Wit:

I HEREBY CERTIFY, that on this 3rd, day of October, 1979, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore County, personally appeared, Maurice W. Baldwin, Assignee, and made oath in due form of the law that he knows the Defendant herein and that to the best of his information, knowledge and belief:

1. The said Defendant is not in the Military Service of the United States of America;

2. The said Defendant is not in the Military Service of any Nation allied with the United States of America;

3. The said Defendant has not been ordered to report for induction under the Selective Traning and Service Acts;

4. The said Defendant is not a memeber of the Enlisted Reserve Corps who has been ordered to report for Military Service.

RITA K. HANDLEMAN NOTARY PUBLIC BALTIMORE COUNTY, MD.

Rita K. Handleman
NOTARY PUBLIC

MY COMMISSION EXPIRES:

AFFIANT

Maryland

Equity #6552

WESTERN SURETY COMPANY

One of American Surety Companies

CHICAGO • SIOUX FALLS • DALLAS
PALO ALTO • VALLEY FORGE

TRUSTEES, MORTGAGEES, ATTORNEYS OR FORECLOSURE BOND

KNOW ALL MEN BY THESE PRESENTS: FORM No. 19-TM-4677

That we, MAURICE W. BALDWIN, as Principal, and the WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, as Surety, authorized to do business in the State of Maryland, are held and firmly bound in the sum of Eighty Thousand and 00/100 ($80,000.00) DOLLARS,
(NOT VALID IF FILLED IN FOR MORE THAN $500,000.00)
to be paid to the said State of Maryland or its certain Attorney, to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, by these presents.

Sealed with our seals and dated this 27th. day of December, 1979.

WHEREAS, the above bounden MAURICE W. BALDWIN

by virtue of the power contained in a mortgage from JOHN DOSS TALLEY, JR.

to BELAIR NATIONAL BANK, dated December 2, 1975, recorded among the Land Records of Queen Annes County in Liber 101, folio 517/Assigned to Maurice W. Baldwin on 15th day of November, 1979 and recorded among

bearing date the

the mortgage records of Queen Annes County, Maryland

in Liber MWM No. 157 Folio 438

and MAURICE W. BALDWIN

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

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

MAURICE W. BALDWIN

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.

Signed, Sealed and delivered in the presence of

As to Principal

Rita K. Handleman

Principal

As to Surety

Principal

WESTERN SURETY COMPANY

By B J Mehlhoff
Vice President

Countersigned by _____ Maryland Resident Agent

Dec. 3, 1979

1268—10-77

LIBER 13 PAGE 307

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber C.W.C. No. 2, folio 369, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 10th day of January, 1980.

Marguerite W. Markin

Clerk of the Circuit Court for Queen Anne's County

MAURICE W. BALDWIN	*	IN THE
Assignee	*	CIRCUIT COURT
	*	FOR
VS-	*	QUEEN ANNE'S COUNTY
JOHN D. TALLEY, JR. and	*	EQUITY
MARGIE E. TALLEY, his wife	*	CASE NO. 6552

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

AFFIDAVIT

Pursuant to Rule W-74 of the Rules of Practice and Procedure before me, a Notary Public of the State of Maryland, in and for Baltimore County, Maryland, personally appeared Maurice W. Baldwin, Assignee, for the Plaintiff Union Home Loan Corporation, and made oath in due form of law that:

He mailed, or caused to be mailed, by certified mail, return receipt requested, a notice of sale under the above proceedings scheduled for Monday, December 31, 1979, at 11:00 a.m. to the following on December 27, 1979.

John D. Talley, Jr.
Rt. 2, Box 787 A
Stevensville, Maryland 21666

Margie E. Talley
Rt. 2, Box 787 A
Stevensville, Maryland 21666

Receipt for such mailings being attached hereto and made a part thereof.

WITNESS my hand and Notarial Seal, this 28th, day of December, 1979.

AFFIANT:

MAURICE W. BALDWIN

RITA K. HANDLEMAN NOTARY PUBLIC BALTIMORE COUNTY, MD.

Rita K. Handleman
NOTARY PUBLIC

My Commission Expires: July 1, 1982

CLERK'S OFFICE
1980 JAN -3 AM 8 52
QUEEN ANNE'S COUNTY

LIBER 13 PAGE 310

No. 849392

RECEIPT FOR CERTIFIED MAIL

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

SENT TO
John Talley, Jr.

STREET AND NO.
Box 787 A, Rt. 2

P.O., STATE AND ZIP CODE
Stevensville, Md. 21666

POSTAGE		$ 15
CONSULT POSTMASTER FOR FEES — CERTIFIED FEE		85 ¢
OPTIONAL SERVICES — SPECIAL DELIVERY		¢
OPTIONAL SERVICES — RESTRICTED DELIVERY		¢
RETURN RECEIPT SERVICE — SHOW TO WHOM AND DATE DELIVERED		45 ¢
RETURN RECEIPT SERVICE — SHOW TO WHOM, DATE, AND ADDRESS OF DELIVERY		¢
RETURN RECEIPT SERVICE — SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY		¢
RETURN RECEIPT SERVICE — SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY		¢
TOTAL POSTAGE AND FEES		$ 1.46

POSTMARK OR DATE

BALTIMORE, MD. USPS DEC 29 1979

PS Form 3800, Apr. 1976

No. 849393

RECEIPT FOR CERTIFIED MAIL

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

SENT TO
Margie Talley

STREET AND NO.
Rt. 2, Box 787 A

P.O., STATE AND ZIP CODE
Stevensville, Md. 21666

POSTAGE		$ 15
CONSULT POSTMASTER FOR FEES — CERTIFIED FEE		85 ¢
OPTIONAL SERVICES — SPECIAL DELIVERY		¢
OPTIONAL SERVICES — RESTRICTED DELIVERY		¢
RETURN RECEIPT SERVICE — SHOW TO WHOM AND DATE DELIVERED		45 ¢
RETURN RECEIPT SERVICE — SHOW TO WHOM, DATE, AND ADDRESS OF DELIVERY		¢
RETURN RECEIPT SERVICE — SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY		¢
RETURN RECEIPT SERVICE — SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY		¢
TOTAL POSTAGE AND FEES		$ 1.46

POSTMARK OR DATE

BALTIMORE, MD. USPS DEC 29 1979

PS Form 3800, Apr. 1976

MAURICE W. BALDWIN
Attorney at Law
603 LOYOLA FEDERAL BUILDING
22 WEST PENNSYLVANIA AVENUE
TOWSON, MARYLAND 21204

ASSOCIATE
MAURICE W. BALDWIN, JR.

AREA CODE 301
VALLEY 6-5676

M E M O

Date January 18, 1980

TO: Clerk of the Circuit Court for Queen Anne's County

RE: Equity Case No. 6552 - Maurice W. Baldwin vs. John D. Talley, Jr. et ux

FROM: MAURICE W. BALDWIN

Enclosed herewith please find:

report of sale, and copies of correspondence regarding the above mentioned matter.

MAURICE W. BALDWIN,	*	IN THE
Assignee	*	CIRCUIT COURT
	*	FOR
VS-	*	QUEEN ANNE'S COUNTY
JOHN D. TALLEY, JR. and	*	IN EQUITY
MARGIE E. TALLEY, his wife	*	CASE NO. 6552

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY:

The Report of Sale of Maurice W. Baldwin, Assignee, to make sale of fee simple property described in a Mortgage to Union Home Loan Corporation, filed in the proceedings in said cause mentioned respectfully, shows that after giving bond with security for the faithful discharge of the time, place, manner, and terms of sale by advertisements inserted in The Star Democrat , published in Queen Anne's County, for more than three successive weeks preceding the date of sale, said Assignee did, pursuant to said notice, on the 31st, day of December, 1979, at 11:00 a.m., attend on the premises and then and there sold the fee simple property as above set forth unto Carl W. Seidl and Bonnie M. Seidl, at and for a price of Seventy-Five Thousand Dollars ($75,000.00).

MAURICE W. BALDWIN, Assignee

CLERK, CIRCUIT COURT
1980 JAN 21 AM 9 15
QUEEN ANNE'S COUNTY

STATE OF MARYLAND, COUNTY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this day of January, 1980, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Maurice W. Baldwin, Assignee, and made oath in due form of law that the facts stated in the aforegoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

Rita K. Handleman
NOTARY PUBLIC

BALTIMORE COUNTY, MD. NOTARY PUBLIC RITA K. HANDLEMAN

MY COMMISSION EXPIRES:
July 1, 1982

OFFICE PHONES:
(301) 823-3004
(301) 823-3003

MILTON J. DANCE COMPANY, INC.

AUCTIONEERS • REAL ESTATE • APPRAISERS

Since 1912

611 BOSLEY AVENUE, TOWSON, MARYLAND 21204

December 31, 1979

Maurice W. Baldwin, Esquire
Loyola Federal Building, Suite 603
22 West Pennsylvania Avenue
Towson, Maryland 21204

RE: Assignee's Sale of Talley Property
79-138 A. R.E.

Dear Mr. Baldwin:

This is to certify that on this date, I sold the above captioned real property at Public Auction on the premises to Mr. Carl W. Seidl and Bonnie M. Seidl, his wife, Route 2, Box 147 Waldorff, Maryland 21601. The Seidl's telephone number is 843-8165 and they purchased the property at and for the price of $ 75,000.00 in fee simple.

I received the required $ 5,000.00 deposit from the purchasers at the time and place of sale. Enclosed please find a copy of the contract of sale, the purchasers affidavit, a statement showing deductions for expenses and a check for the balance due you.

Should you have any questions regarding this sale, please do not hesitate to call me.

Very truly yours,

H. Stephens Dance

HSD/abd
Enclosures

Loyola Federal Building
22 West Pennsylvania Avenue
Towson, Maryland 21204

Assignee's Sale

of

Valuable Frame, Aluminum Sided, Stone Veneer Rancher Situate On A Lot Approximately 6.5 Acres In Size

Known As Route 2, Box 787 A, Stevensville, Section of Queen Anne's County, Maryland

Under and by virtue of the power and authority contained in a mortgage dated the 2nd day of December, 1975 from John Doss Talley, Jr., to Belair National Bank, assigned to Maurice W. Baldwin, recorded among the Land Records of Queen Anne's County in Liber 101, folio 517, default having occurred under the terms thereof, the undersigned Assignee will offer for sale at Public Auction on the premises on

Monday, Dec. 31, 1979

at 11:00 a.m.

ALL that lot and parcel of land situate in Queen Anne's County in the Fourth Election District of Queen Anne's County, State of Maryland being known and designated as Parcel No. 17, on a plat dated June, 1972 entitled "THOMAS I. BALDWIN LANDS", as revised and recorded in Liber CWC No. 72, folio 309 of the Land Records of Queen Anne's County, Maryland.

Being the same property as described in a fee simple deed dated December 2, 1975, from Naoma N. Olszeqski said deed recorded among the Land Records of Queen Anne's County in Liber 101, folio 515.

The improvements consist of a frame, aluminum sided, stone veneer rancher with entrance foyer open to living room/dining room combination with fireplace, built-in kitchen with eat-in area, laundry area, master bedroom with bath, family room, bath, three bedrooms and a bedroom with a bath. There is a two car garage and forced hot air heat and central air conditioning.

The property will be sold subject to conditions, restrictions and agreements of record affecting same, if any.

TERMS OF SALE: A cash or certified check deposit in the amount of $5,000.00 will be required of the purchaser at the time and place of sale. Balance of purchase money to bear interest from the day of sale to day of settlement, which shall take place upon final ratification of the sale by the Circuit Court for Queen Anne's County. Taxes, water rent, and all public charges and assessments including sanitary and/or metropolitan district charges to be adjusted for the current year to date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps and transfer taxes shall be borne by the purchaser.

MAURICE W. BALDWIN, Assignee
MILTON J. DANCE COMPANY, INC., Auctioneers
611 Bosley Avenue
Towson, Maryland 21204
301-823-3993

H8212-7,14,21,28

LIBER 13 PAGE 314 * Assignee

MILTON J. DANCE CO. INC.
AUCTIONEERS
611 BOSLEY AVENUE TOWSON, MARYLAND 21204 301-823-3993

CONTRACT OF SALE

79-138 A. R.E.

I hereby acknowledge purchasing the property sold by Maurice W. Baldwin, # at PUBLIC AUCTION on this 31st day of December, 1979, for the purchase price of $75,000 —

The property is purchased under and I agree to comply with the terms and conditions contained in the attached Advertisement of Sale which is incorporated herein by reference.

Carl W. Seidl
CARL W. SEIDL
Purchaser
BONNIE M. SEIDL
Bonnie M. Seidl
RT 2, Box 147 WARDORFF MD 21601
Address
843-8165

I hereby acknowledge receipt of $5,000.00 as deposit on the described property.

EXECUTED IN DUPLICATE

MILTON J. DANCE COMPANY, Auctioneers, Towson, Md. 21204

MAURICE W. BALDWIN, Assignee vs. JOHN DOSS TALLEY, JR.	IN THE CIRCUIT COURT OF QUEEN ANNE'S COUNTY (Case No.)

STATE OF MARYLAND of , Sct.:

I HEREBY CERTIFY THAT on this 31st day of ~~December~~, 1979, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared CARL W. SEIDL

purchaser at the foreclosure sale in this cause, and made oath in due form of law that HE is/~~are~~ the purchaser and purchased same as principal ~~or as agent for~~

and that HE has/have not directly or indirectly discouraged anyone from bidding for the said frame, aluminum sided stone veneer rancher IN FEE SIMPLE

mentioned in the said Report of Sale.

Carl W. Seidl
Purchaser

Chris L. Dance
Notary Public

LIBER 13 PAGE 315

ORDER NISI ON SALE

MAURICE W. BALDWIN, Assignee and Plaintiff vs. JOHN DOSS TALLEY, JR.	In the Circuit Court for Queen Anne's County In Equity Cause No. 6552

ORDERED, this 21st day of January, 1980, that the sale of the real property, made and reported in this cause by Maurice W. Baldwin, Assignee, be ratified and confirmed, on or after the 21st day of February, 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 February, 1980.

The report states the amount of sales to be $ 75,000.00.

Marguerite H. Mankin Clerk

Filed January 21, 1980

DOCUMENT NO. 103,446

ASSIGNMENT OF MORTGAGE

THIS ASSIGNMENT, made this 27th day of ~~April~~ May, 1980, by CARLYLE J. LANCASTER to THE CITIZENS NATIONAL BANK.

WHEREAS a certain Mortgage dated December 2nd, 1975, from JOHN DOSS TALLEY, JR., to BELAIR NATIONAL BANK, recorded among the Land Records of Queen Anne's County, Maryland in Liber CWC 101, folio 517, was assigned on March 14th, 1979, to CARLYLE J. LANCASTER for the purpose of foreclosing, and that the said Mortgage was later assigned to UNION HOME LOAN CORPORATION by THE CITIZENS NATIONAL BANK, successor to BELAIR NATIONAL BANK, and CARLYLE J. LANCASTER, without first being reassigned by CARLYLE J. LANCASTER to THE CITIZENS NATIONAL BANK.

NOW THEREFORE, by the execution of these presents, the said CARLYLE J. LANCASTER assigns the herein described Mortgage to THE CITIZENS NATIONAL BANK.

WITNESS the hand and seal of the Grantor.

CARLYLE J. LANCASTER
Assignee for the purpose of
Foreclosure

CLERK
1980 OCT -7 PM 12:58
QUEEN ANNE'S COUNTY

OCT-7-80 * 25705 ******5 00
OCT-7-80 A 25705 ******5 00

Filed Oct. 6, 1980

LIBER 168 PAGE 155 LIBER 13 PAGE 317

LIBER 13 PAGE 318

MILTON J. DANCE COMPANY, Auctioneers, Towson, Md. 21204

MAURICE W. BALDWIN, Assignee vs. JOHN DOSS TALLEY, JR.	IN THE CIRCUIT COURT OF QUEEN ANNE'S COUNTY (Case No. 6552)

STATE OF MARYLAND of , Sct.:

I HEREBY CERTIFY THAT on this 31st day of ~~December~~, 1979, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared CARL W. SEIDL & Bonnie M. Seidl purchaser at the foreclosure sale in this cause, and made oath in due form of law that THEY is/~~are~~ the purchaser and purchased same as principal ~~or as agent for~~ _____

and that THEY has/have not directly or indirectly discouraged anyone from bidding for the said frame, aluminum sided stone veneer rancher IN FEE SIMPLE

mentioned in the said Report of Sale.

Carl W. Seidl
Purchaser
Bonnie M. Seidl

Filed Oct. 6, 1980

Notary Public

MILTON J. DANCE NOTARY PUBLIC BALTIMORE COUNTY, MD.

OFFICE OF

The Star-Democrat

Easton, Md.

This is to certify that the annexed

Assignee's Sale

in the case of

Monday, Dec. 31, 1979, 11 a.m.

vs.

Maurice W. Baldwin, Assignee.

H82

was published in the Queen Anne's Edition of the THE STAR-DEMOCRAT, one of the newspapers ~~printed and~~ published in ~~Talbot~~ Queen Anne's county once in each of 4 successive weeks beginning the 7th day of Dec. A.D. 19 79

THE EASTON PUBLISHING COMPANY

Publishers of THE STAR-DEMOCRAT

Filed Oct. 6, 1980 Per Nancy S. Gregory

Maurice W. Baldwin, Solicitor
Loyola Federal Building
22 West Pennsylvania Avenue
Towson, Maryland 21204

Assignee's Sale

of

Valuable Frame, Aluminum Sided, Stone Veneer Rancher Situate On A Lot Approximately 6.5 Acres In Size

Known As Route 2, Box 787 A, Stevensville, Section of Queen Anne's County, Maryland

Under and by virtue of the power and authority contained in a mortgage dated the 2nd day of December, 1975 from John Doss Talley, Jr., to Belair National Bank, assigned to Maurice W. Baldwin, recorded among the Land Records of Queen Anne's County in Liber 101, folio 517, default having occurred under the terms thereof, the undersigned Assignee will offer for sale at Public Auction on the premises on

Monday, Dec. 31, 1979

at 11:00 a.m.

ALL that lot and parcel of land situate in Queen Anne's County in the Fourth Election District of Queen Anne's County, State of Maryland being known and designated as Parcel No. 17, on a plat dated June, 1972 entitled "THOMAS I. BALDWIN LANDS", as revised and recorded in Liber CWC No. 72, folio 309 of the Land Records of Queen Anne's County, Maryland.

Being the same property as described in a fee simple deed dated December 2, 1975, from Naoma N. Olszeqski said deed recorded among the Land Records of Queen Anne's County in Liber 101, folio 515.

The improvements consist of a frame, aluminum sided, stone veneer rancher with entrance foyer open to living room/dining room combination with fireplace, built-in kitchen with eat-in area, laundry area, master bedroom with bath, family room, bath, three bedrooms and a bedroom with a bath. There is a two car garage and forced hot air heat and central air conditioning.

The property will be sold subject to conditions, restrictions and agreements of record affecting same, if any.

TERMS OF SALE: A cash or certified check deposit in the amount of $5,000.00 will be required of the purchaser at the time and place of sale. Balance of purchase money to bear interest from the day of sale to day of settlement, which shall take place upon final ratification of the sale by the Circuit Court for Queen Anne's County. Taxes, water rent, and all public charges and assessments including sanitary and/or metropolitan district charges to be adjusted for the current year to date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps and transfer taxes shall be borne by the purchaser.

MAURICE W. BALDWIN, Assignee
MILTON J. DANCE COMPANY, INC., Auctioneers
611 Bosley Avenue
Towson, Maryland 21204
301-823-3993

H8212-7,14,21,28

LIBER 13 PAGE 320

OFFICE OF

The Star-Democrat

Easton, Md.

This is to certify that the annexed

Order NISI on Sale
Cause No. 6552
in the case of
Maurice W. Baldwin

vs.

John D. Talley, Jr.

I77

was published in The Queen Anne's Edition of the STAR-DEMOCRAT, one of the newspapers printed ~~and~~ published in Queen Anne's County ~~Talbot county~~ once in each of three successive weeks beginning the 23rd day of Jan. A.D. 19 80

THE EASTON PUBLISHING COMPANY

Publishers of THE STAR-DEMOCRAT

Per Nancy L. Gregory

Filed Oct. 6, 1980

ORDER NISI
ON SALE
MAURICE W. BALDWIN,
Assignee and
Plaintiff
vs.
JOHN DOSS TALLEY,
JR.
IN THE
CIRCUIT COURT
FOR QUEEN ANNE'S
COUNTY
IN EQUITY
CAUSE NO. 6552

ORDERED, this 21st day of January, 1980, that the sale of the real property, made and reported in this cause by Maurice W. Baldwin, Assignee, be ratified and confirmed, on or after the 21st day of February, 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 February, 1980.

The report states the amount of sales to be $75,000.00.

Marguerite W. Mankin
Clerk

TRUE COPY,
TEST:
Marguerite W. Mankin,
Clerk
By: Betty M. Comegys
Deputy Clerk
Filed January 21, 1980

I771-23,30,2-6

MAURICE W. BALDWIN ASSIGNEE	*	IN THE
	*	CIRCUIT COURT
VS	*	FOR
	*	QUEEN ANNE'S COUNTY
JOHN D. TALLEY,JR.	*	CHANCERY
	*	NO 6552

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

PETITION
FOR FINAL RATIFICATION OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Maurice W. Baldwin, Assignee and Plaintiff in the above entitled matter, respectfully represents unto your Honor;

1. That your Petitioner, after duly posting Bond, sold the property described in these proceedings,at Public Sale on December 31,1979 at 11 oclock A.M. to Carl W. Seidl and Bonnie M. Seidl, at and for a price of Seventy Five Thousand Dollars, as reported to this Honorable Court.

2. That the Defendant, John D. Talley,Jr., had notice and knowledge of the pending sale on December 20thin that he confered with your Petitioner,Edward H. Hill II and H.Stephens Dance,at the premises which is the subject of this suit,and in the presence of the above persons was advised that the property would be sold on December 31,1979 at 11 oclock A.M.,which fact was ackowledged by the Defendant who stated that he was already moving as a result of his knowledge of the sale date, and further that the premise would be vacant as of the day of sale.

3. That your petitioner has otherwise complied with the Maryland Rules of Practice and Procedure, and provisions of the Annotated Code of Maryland.

WHEREFORE, your Petitioner respectfully prays:

a. that this Honorable Court pass an Order finally ratifing the sale of the property described in these proceedings as above set forth.

b. And such other and further relief as the nature of his case may require.

Maurice W. Baldwin, assignee
Petitioner
Post Office Box 10639
Towson, Maryland 21204
Phone 301 377 7151

CLERK
1980 OCT 16 PM 4:07
QUEEN ANNE'S COUNTY

CCC:mfe:10/22/80 LIBER 13 PAGE 322

MAURICE W. BALDWIN, ASSIGNEE	:	IN THE CIRCUIT COURT
vs.	:	FOR QUEEN ANNE'S COUNTY,
JOHN D. TALLEY, JR. c/o J. & J. Body Shop Box 147 Stevensville, MD 21666	: : :	SITTING IN EQUITY NO. 6552

ORDER TO SHOW CAUSE

The Petition of Maurice W. Baldwin, Assignee, for Final Ratification of Sale having been read and considered, it is this 22nd day of October, 1980, ORDERED by the Circuit Court for Queen Anne's County, Sitting in Equity, that the Defendant, John D. Talley, Jr., show cause on or before the 10th day of November, 1980 why the relief prayed in the foregoing Petition should not be granted; PROVIDED that a copy of the Petition and this Order be personally served on the Defendant, John D. Talley, Jr., on or before the 31st day of October, 1980 pursuant to Md. Rule 104 b. 1.

Judge

CLERK'S OFFICE
1980 OCT 22 PM 1:04
QUEEN ANNE'S COUNTY

MAURICE W. BALDWIN, ASSIGNEE	:	IN THE CIRCUIT COURT
vs.	:	FOR QUEEN ANNE'S COUNTY,
JOHN D. TALLEY, JR. c/o J. & J. Body Shop Box 147 Stevensville, MD 21666	:	SITTING IN EQUITY NO. 6552

ORDER TO SHOW CAUSE

The Petition of Maurice W. Baldwin, Assignee, for Final Ratification of Sale having been read and considered, it is this 27th day of October, 1980, ORDERED by the Circuit Court for Queen Anne's County, Sitting in Equity, that the Defendant, John D. Talley, Jr., show cause on or before the 10th day of November, 1980 why the relief prayed in the foregoing Petition should not be granted; PROVIDED that a copy of the Petition and this Order be personally served on the Defendant, John D. Talley, Jr., on or before the 31st day of October, 1980 pursuant to Md. Rule 104 b. 1.

Judge

TRUE COPY, TEST:
MARGUERITE W. MANKIN, CLERK
BY: Letty M. Omegga, DEPUTY CLERK

80/257

Equity No. 6552

MAURICE W. BALDWIN, Assignee

vs.

JOHN D. TALLEY, JR.

PETITION FOR FINAL RATIFICATION OF SALE AND ORDER TO SHOW CAUSE

Returnable October 31, 1980

To Be Served on:

John D. Talley, Jr.
c/o J & J Body Shop
Box 147
Stevensville, MD 21666

Sheriff's Return

I HEREBY CERTIFY that on the 23rd day of October 1980 I served the within Writ to the Defendant therein named, and copy of process and pleadings left with John D Talley, Jr

Deputy L. Coleman
Sheriff

COPY TO BE RETURNED

CLERK'S OFFICE
1980 OCT 24 PM 2:23
QUEEN ANNE'S COUNTY

LIBER 13 PAGE 324

MAURICE W. BALDWIN,	*	IN THE
Assignee	*	CIRCUIT COURT
	*	FOR
VS-	*	QUEEN ANNE'S COUNTY
JOHN D. TALLEY, JR. and	*	IN EQUITY
MARGIE E. TALLEY, his wife	*	CASE NO. 6552

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

ORDERED, by the Circuit Court for Queen Anne's County, this 13th day of November, 1980, that the sale made by MAURICE W. BALDWIN, Assignee, for the sale of Real Estate described in the proceedings in the above entitled cause, and reported by said MAURICE W. BALDWIN, Assignee, to this Court on the 21st day of January, 1980, be, and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi dated in said cause and Show Cause Order dated October 22, 1980, and that the Assignee be allowed the usual commissions and all proper expenses for which he shall produce vouchers to the Auditor.

Jan. 21, 1980

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QUEEN ANNE'S COUNTY

Taylor C. Cullen
JUDGE

MAURICE W. BALDWIN Assignee and Plaintiff	*	IN THE
	*	CIRCUIT COURT
vs.		FOR
	*	QUEEN ANNE'S COUNTY
JOHN DOSS TALLEY, JR.		IN EQUITY 6552

* * * * *

PETITION TO REVOKE RATIFICATION

The Petition to Revoke Ratification of Carl W. Seidl and Bonnie M. Seidl, his wife, by Michael R. Foster and Robert R. Price, III, their attorneys, respectfully represents:

1. That on December 31, 1979 your Petitioners attended the foreclosure sale of the property of John D. Talley, Jr., conducted at the premises, and were the highest bidders, tendering a bid of Seventy-Five Thousand Dollars ($75,000.00), and depositing Five Thousand Dollars ($5,000.00) as per requirements of sale.

2. That subsequent to the bidding, your Petitioners met with Maurice W. Baldwin, assignee and Plaintiff, who informed them that the sale would be ratified and a deed tendered in thirty (30) to sixty (60) days.

3. That your Petitioners maintained contact with Maurice W. Baldwin and Edward M. Hill, II, employee and agent of Union Home Loan Corporation, and constantly inquired as to the date of settlement.

4. That your Petitioners later inquired of Baldwin and Hill as to reasons for delay and were informed by Baldwin that the ratification procedures employed by the Circuit Court for Queen Anne's County were different than that employed elsewhere in the State. That your Petitioners inquired of Maurice

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QUEEN ANNE'S COUNTY

Baldwin as to whether they should retain legal counsel and were informed that they should not do so at that time.

5. That during the summer of 1980, vandals caused a wall of the swimming pool to cave in resulting in a significant reduction in valuation of the premises.

6. That your Petitioners repeatedly contacted Baldwin and/or Hill regarding the reason for delay and informed them in August of 1979 that the sale would have to be consumated prior to commencement of the public school year in September.

7. That in September your Petitioners having not received any information from Baldwin or Hill as to date of settlement, informed them that they would be seeking independent legal counsel.

8. That on October 10, 1980 your Petitioners obtained legal counsel who contacted Maurice W. Baldwin on October 13, 1980 and informed him that the Petitioners were withdrawing their offer of purchase and demanding a return of their deposit monies due to the unnecessary delay in obtaining ratification and the changed condition of the premises.

9. That on October 23, 1980, the Petitioners sent written notice to Baldwin and Hill confirming their withdraw of the offer and their demand for return of the deposit monies.

10. That the docket entries reveal that Maurice Baldwin undertook steps toward ratification only after withdraw of their offer and demand for return of the deposit monies.

11. That the Petitioners have been damaged by the unreasonable delays of the Assignee, due to: (1) the diminution in value of the residence caused by the vandals destruction of the swimming pool and (2) the Petitioners inability to accept offers for the purchase of their current residence due to their

inability to deliver possession.

12. That all of the aforementioned delays in obtaining ratification were caused by the negligence of Maurice W. Baldwin.

13. That your Petitioners do affirm under the penalties of perjury that the aforegoing statements are true and correct to the best of their knowledge, information and belief.

WHEREFORE your Petitioners pray that this Honorable Court:

A. Revoke the Order of Ratification signed the 14th day of November, 1980.

B. Order a refund of all deposit monies held by the Assignee.

C. And for such other and further relief as their case may require.

Carl W. Seidl

Carl W. Seidl

Bonnie M. Seidl

Bonnie M. Seidl

Michael R. Foster
Attorney for Petitioners
P.O. Box 367
Stevensville, Md. 21666
(301) 643-2141

REQUEST FOR HEARING

Your Petitioners hereby request that this matter be set in for a hearing.

Michael R. Foster

Michael R. Foster

CERTIFICATE OF SERVICE

I hereby certify, that on this 8th day of December, 1980, a copy of the aforegoing Petition to Revoke Ratification was mailed, postage prepaid, to Maurice W. Baldwin, Esq., P.O. Box 10639, Towson, Maryland 21204 and to John D. Talley, Jr., Route 2, Box 787A, Stevensville, Maryland 21666.

Michael R. Foster

MAURICE W. BALDWIN,	*	IN THE
Assignee and Plaintiff	*	CIRCUIT COURT
	*	FOR
vs.	*	QUEEN ANNE'S COUNTY
	*	IN EQUITY
JOHN DOSS TALLEY, JR.	*	Case Number 6552

* *

DEMURRER TO PETITION TO REVOKE RATIFICATION

MAURICE W. BALDWIN, Assignee and Plaintiff, demurs to the "Petition To Revoke Ratification" heretofore filed in the above entitled matter, and says:

1. That for purposes of this Demurrer, assuming all the facts alleged in the aforesaid Petition to be true, it fails to establish lawful grounds for the relief prayed.

2. That the Order of this Honorable Court dated November 13, 1980 ratifying and confirming the sale made by the Plaintiff to the Petitioners herein is res judicata and may not be attacked except in the case of fraud or illegality.

3. That the Petition herein filed fails to allege any fraud or illegality as to the sale made by the Plaintiff to the Petitioners herein, and is therefore insufficient at law.

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QUEEN ANNE'S COUNTY

MAURICE W. BALDWIN
Assignee and Plaintiff
P.O. Box 10639
31 Allegheny Avenue - Suite 204
Towson, Maryland 21204
828-5678

I HEREBY CERTIFY, that on this 2nd day of January, 1981, a copy of the aforegoing Demurrer was mailed, postage prepaid, to MICHAEL R. FOSTER, P. O. Box 367, Stevensville, Maryland, 21666, Attorney for the Petitioners.

MAURICE W. BALDWIN

POINTS OF AUTHORITY:

BACHRACH v. WASHINGTON UNITED COOPERATIVE, INC.
29 Atlantic 2nd 822

HERSH v. ALLNUTT
252 Md 513, 250 Atlantic 2nd 629

MAURICE W. BALDWIN,	*	IN THE
Assignee and Plaintiff	*	CIRCUIT COURT
	*	FOR
vs.	*	QUEEN ANNE'S COUNTY
	*	IN EQUITY
JOHN DOSS TALLEY, JR.	*	Case Number: 6552

* *

ANSWER TO PETITION TO REVOKE RATIFICATION

MAURICE W. BALDWIN, Assignee and Plaintiff, in answer to the Petition to Revoke Ratification heretofore filed in the above entitled matter, respectfully represents unto this Honorable Court:

1. That he admits the allegations contained in Paragraph One (1) thereof.

2. That he denies the allegations contained in Paragraph Two (2) thereof.

3. That in answer to Paragraph Three (3) thereof, your Respondent says that he did have contact with the Petitoners on several occasions during the period from February, 1980 through October, 1980 but that such contacts were principally with regard to the Petitioners' failure to obtain a sale for properties they owned which would enable them to settle under the Contract of Sale in these proceedings.

4. That your Respondent vehemently and emphatically denies the allegations contained in Paragraph Four (4) thereof.

5. That your Respondent denies the allegations contained in Paragraph Five (5) thereof.

6. That in answer to Paragraph Six (6) thereof, your Respondent says that the Petitioners were fully apprised of proceedings in this case, and that on or about September 22, 1980 your Respondent met with one of the

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QUEEN ANNE'S COUNTY

Petitioners BONNIE M. SEIDL, acting as agent for CARL W. SEIDL, and fully reviewed all processes that were undertaken to establish the ratification of sale.

7. That your Respondent denies the allegations contained in Paragraph Seven (7) thereof.

8. That in answer to Paragraph Eight (8) thereof, your Respondent says that he was in fact contacted by the attorney for the Petitioners, at which time your Respondent advised him that the Respondent had filed an Order To Show Cause in the proceedings with this Honorable Court to obtain final ratification, and that he, ~~and~~ the Respondent, had no disposition or authority to relieve the Petitioners of their obligations under the Contract of Sale.

9. That your Respondent denies the allegations contained in Paragraph Nine (9) thereof, and in further answer thereto says that a notice as therein contained was apparently directed to UNION HOME LOAN CORPORATION, but was never received by your Respondent.

10. That your Respondent denies the allegations contained in Paragraph Ten (10) thereof.

11. That your Respondent denies the allegations contained in Paragraph Eleven (11) thereof.

12. That your Respondent denies the allegations contained in Paragraph Twelve (12) thereof.

AND, having fully answered the Petition To Revoke Ratification, your Plaintiff prays that it may hence be dismissed.

MAURICE W. BALDWIN
Assignee and Plaintiff
P.O. Box 10639
31 Allegheny Avenue - Suite 204
Towson, Maryland 21204
828-5678

I HEREBY CERTIFY, that on this 2nd day of January, 1981 a copy of the aforegoing Answer was mailed, postage prepaid, to MICHAEL R. FOSTER, P. O. Box 367, Stevensville, Maryland, 21666, Attorney for the Petitioners.

MAURICE W. BALDWIN

MAURICE W. BALDWIN	:	IN THE CIRCUIT COURT FOR
Assignee and Plaintiff	:	
	:	QUEEN ANNE'S COUNTY
vs	:	IN EQUITY
	:	
John Doss Talley, Jr.	:	NO. 6552

DISMISSAL OF PETITION

Carl W. Seidl and Bonnie M. Seidl, by their attorney Michael R. Foster, hereby DISMISSES their Petition to Revoke Ratification and Request for Hearing filed herein.

Michael R. Foster

Michael R. Foster,
Attorney as aforesaid

Carl W. Seidl

Carl W. Seidl

Bonnie M. Seidl

Bonnie M. Seidl, his wife.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that a copy of the aforegoing Dismissal of Petition was hand delivered to Maurice W. Baldwin, this 14th day of January, 1981.

Michael R. Foster

Michael R. Foster,
Attorney as aforesaid.

Granted with consent of Plaintiff in open court this 14th day of January 1981. Clayton C. Carter Judge

LAW OFFICES
PRICE & FOSTER

FILED
JAN 14 1981
CIRCUIT COURT
QUEEN ANNE'S CO.

LIBER 13 PAGE 335

MAURICE W. BALDWIN,	*	IN THE
Assignee	*	CIRCUIT COURT
vs.	*	FOR
	*	QUEEN ANNE's COUNTY
JOHN DOSS TALLEY, JR.	*	Chancery Case No: 6552

* *

PETITION TO SUBSTITUTE PURCHASER

Your Petitioner respectfully presents unto this Honorable Court:

1. That your Petitioner, after posting bond, giving proper notice and advertising property known as Parcel No. 17 on the Plat entitled "Thomas I. Baldwin Lands", recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 72, folio 309, under the above foreclosure proceedings, did sell the same at public auction on December 31, 1979 to CARL W. SEIDL and BONNIE M. SEIDL at and for a price of Seventy-Five Thousand Dollars ($75,000.00), who were then and there the highest bidders, which has been duly reported to this Court.

2. That the said CARL W. SEIDL and BONNIE M. SEIDL, by virtue of a Contract and Assignment dated January 14, 1981, have sold, set over and assigned all of their right, title and interest in and to their Contract of Sale, a copy of said Agreement being attached hereto and prayed to be made a part hereof, unto UNION HOME LOAN CORPORATION.

WHEREAS, your Petitioner prays that this Honorable Court, by appropriate Order, substitute UNION HOME LOAN CORPORATION as purchaser of property known as Parcel No. 17 on the Plat entitled "Thomas I. Baldwin Lands", in the place and stead

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QUEEN ANNE'S COUNTY

of CARL W. SEIDL and BONNIE M. SEIDL.

MAURICE W. BALDWIN, Assignee
and Petitioner
31 Allegheny Avenue - Suite 204
Towson, Maryland 21204
828-5678

ASSIGNMENT

THIS ASSIGNMENT, dated this 14th day of January, 1981, by and between CARL W. SEIDL and BONNIE M. SEIDL, his wife, hereinafter referred to as ASSIGNORS and UNION HOME LOAN CORPORATION, hereinafter referred to as ASSIGNEE:

WHEREAS, Assignors did on or about December 31, 1979, purchase at public auction the John Doss Talley, Jr. property which was sold on that date pursuant to a mortgage foreclosure proceedings being Equity No. 6552, in the Circuit Court for Queen Anne's County.

WHEREAS, Assignors on the same date did enter into a Contract of Sale with Maurice W. Baldwin to confirm said purchase at and for the price of Seventy-Five Thousand Dollars ($75,000.), and

WHEREAS, Assignors did deposit with Maurice W. Baldwin the sum of Five Thousand Dollars ($5,000.), and

WHEREAS, Assignors have this day and year first above written assigned their right, title and interest in and to the said Talley Property, being Parcel 17 of the Thomas I. Baldwin Lands being more particularly described among the Land Records of Queen Anne's County in Liber CWC No. 101, folio 515, unto the Assignee.

NOW THEREFORE, in consideration of the sum of Five Thousand Dollars ($5,000.), the receipt of which is hereby acknowledged the said Carl W. Seidl and Bonnie M. Seidl, do assign and transfer unto Union Home Loan Corporation, their assigns, all their right, title, interest and estate in the John Doss Talley Property, being Parcel 17, Thomas I, Baldwin Lands, described as aforementioned.

WHEREAS, Assignors do further release Maurice W. Baldwin, Assignee, for purposes of foreclosure for any and all liability or further claims and Maurice W. Baldwin does join in the execution of this instrument to witness his consent to the assignment and to further release Carl W. Seidl and Bonnie

M. Seidl from any and all claims and liability.

WITNESS our hands and seals the day and year first herein written.

WITNESS:

Michael P. Foster

Carl W. Seidl (SEAL)
Carl W. Seidl

Michael P. Foster

Bonnie M. Seidl (SEAL)
Bonnie M. Seidl, his wife,

Union Home Loan Corporation

Michael P. Foster

By: Edward Hill
Edward Hill

Michael P. Foster

(SEAL)
Maurice W. Baldwin

LAW OFFICES
PRICE & FOSTER

MAURICE W. BALDWIN,	*	IN THE
Assignee	*	CIRCUIT COURT
vs.	*	FOR
	*	QUEEN ANNE'S COUNTY
JOHN DOSS TALLEY, JR.	*	Chancery Case No: 6552

* *

ORDER OF COURT

The foregoing Petition, having been read and considered, it is this 20th day of January, 1981,

ORDERED, by the Circuit Court of Queen Anne's County, that UNION HOME LOAN CORPORATION be and is hereby substituted as purchaser in the place and stead of CARL W. SEIDL and BONNIE M. SEIDL under the Contract of Sale reported to this Court for the sale of property known as Parcel No. 17 on the Plat entitled "Thomas I. Baldwin Lands", dated December 31, 1979.

JUDGE

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1981 JAN 20 PM 2:59
QUEEN ANNE'S COUNTY

MAURICE W. BALDWIN, Assignee	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	QUEEN ANNE'S COUNTY
JOHN DOSS TALLEY, JR.	*	Chancery Case Number: 6552

* *

AMENDED STATEMENT OF MORTGAGE DEBT

Amended Statement of the Mortgage Claim of MAURICE W. BALDWIN, Assignee, under the Mortgage from JOHN DOSS TALLEY, JR. to BELAIR NATIONAL BANK, dated December 2, 1975 and recorded among the Land Records of Queen Anne's County in Liber C.W.C. 101, folio 517, subsequently assigned to UNION HOME LOAN CORPORATION and re-assigned to MAURICE W. BALDWIN for purposes of foreclosure; that default having occurred thereunder, there is due and owing the above Plaintiff the principal sum of Seventy-Two Thousand Forty-Two and 02/100 Dollars ($72,042.02) as of December 31, 1980, with interest accruing thereon at the rate of Fifteen and 62/100 Dollars ($15.62) for each and every day thereafter.

STATE OF MARYLAND, COUNTY OF BALTIMORE, Sct.

I HEREBY CERTIFY that on this 16th day of January, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared EDWARD M. HILL II, agent for UNION HOME LOAN CORPORATION, the Plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the amended Mortgage Claim under the Mortgage filed in the said cause now remaining due and unpaid.

Carol L. Bondyra
Notary Public

My Commission Expires: July 1, 1982.

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1981 JAN 19 PM 2 16
QUEEN ANNE'S COUNTY

MAURICE W. BALDWIN,
Assignee

vs.

JOHN DOSS TALLEY, JR.

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

UNION HOME LOAN CORPORATION
1301 York Road
Lutherville, Maryland 21093

Claimant

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
Chancery Case Number: 6552

* *

CLAIM IN FORECLOSURE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

UNION HOME LOAN CORPORATION, a body corporate of the State of Maryland, by its attorney MAURICE W. BALDWIN, respectfully represents unto Your Honor:

1. That UNION HOME LOAN CORPORATION is the holder of a Mortgage upon the property known as Parcel No. 17 on the Plat entitled "Thomas I. Baldwin Lands"; said Mortgage having been executed on April 23, 1976 and signed by the Defendant JOHN DOSS TALLEY, JR. as principal, and MARGIE E. TALLEY as guarantor, and recorded among the Land Records of Queen Anne's County, Maryland in Liber C.W.C. 104, folio 120, evidencing and securing a debt from the Defendant to the Claimant in the amount of Eleven Thousand Five Hundred Seventy and 20/100 Dollars ($11,570.20).

2. That a photostatic copy of said real property mortgage is attached hereto.

3. That there is still a balance due and owing on said Mortgage in the amount of Eleven Thousand Four Hundred Seventy-Seven and 05/100 Dollars ($11,477.05) as of December 31, 1980 with interest accruing thereafter at the rate of Three and 23/100 Dollars ($3.23) perdiem.

4. The said property known as Parcel No. 17 on the Plat entitled "Thomas I. Baldwin Lands" has been sold under

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QUEEN ANNE'S COUNTY

foreclosure ordered in this proceeding.

5. That your Petitioner believes and alleges that there will remain a surplus from said sale after payment of expenses and the mortgage claim.

WHEREFORE, your Petitioner prays that an Order be passed by this Honorable Court authorizing its claim, subject to the legal priority and subject to the usual exceptions.

AND, AS IN DUTY BOUND, etc.

MAURICE W. BALDWIN
31 Allegheny Avenue - Suite 204
Towson, Maryland 21204
828-5678
Attorney for the Claimant

STATE OF MARYLAND, COUNTY OF BALTIMORE, To Wit:

I HEREBY CERTIFY that on this 16 day of January, 1981 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared EDWARD M. HILL II, and made oath in due form of law that he is the Assistant Vice-President of the Claimant UNION HOME LOAN CORPORATION, 1301 York Road, Suite 205, Heaver Plaza Building, Lutherville, Maryland 21093, and that the facts herein are true to the best of his knowledge and belief, and that he is competent to testify to the matters herein.

AS WITNESS my hand and notarial seal.

Carol L. Bondyra
Notary Public

My Commission Expires: July 1, 1982.

CAROL L. BONDYRA
NOTARY PUBLIC
Baltimore Co., Md.

FEE SIMPLE
DOCUMENT NO. 83,699

LIBER 104 PAGE 120
SECOND MORTGAGE

LIBER 13 PAGE 344

THIS MORTGAGE, made this 23rd day of April 1976 by and between John D. Talley, Jr. and Margie E. Talley, his wife (the "Mortgagor") and UNION HOME LOAN CORP., a body corporate (the "Mortgagee").

WHEREAS, the Mortgagor is justly indebted unto the Mortgagee in the sum of 11,570.20 Dollars ($ 11,570.20), (the "Mortgage Debt"), for which amount the Mortgagor has signed and delivered a promissory note (the "Note) of even date herewith payable to the Mortgagee, or order, the final installment thereof being due on May 15, 1986.

WHEREAS, to better secure the punctual payment of said Note, the execution of this Mortgage was a condition precedent to the making of said loan.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises and of the further sum of One Dollar ($1.00), the Mortgagor does hereby grant and convey unto the Mortgagee in fee simple.

ALL that lot and parcel of land situate in Queen Anne County, Maryland, known as Plat #17, "Thomas I. Baldwin Lands", and more particularly described in a deed dated December 2, 1975, from Norma H. Olszewski, to John D. Talley, Jr. and Margie E. Talley, his wife, recorded among the Land Records of Queen Anne County in Liber 101, folio 515 to which deed reference is hereby made for the purpose of incorporating herein the description therein contained in as full and complete a manner as if here furnished verbatim.

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or appertaining. The land and improvements are hereinafter referred to as the "property".

SUBJECT to a prior mortgage/deed of trust dated December 2, 1975, and recorded among the Land Records of Queen Anne County in Liber No. 101, Folio 517.

PROVIDED, that the Mortgagor shall well and truly pay or cause to be paid the Mortgage Debt hereby secured when and as the same shall become due and payable according to the tenor of the said Note and shall perform all the covenants herein on the Mortgagor's part to be performed, then this Mortgage shall be void.

MORTGAGOR, for himself, his successors and assigns, covenants and agrees with the Mortgagee as follows:

1. That upon default on any prior lien or encumbrance or taxes or assessments on the property when the same become due and payable, the entire Mortgage Debt shall be due and payable at the option of the Mortgagee, and any sum or sums advanced as payments on or for said prior liens or encumbrances or taxes or assessments by the Mortgagee are hereby made a lien upon the property and recoverable as a part of the Debt hereby secured.

2. To insure and, during the existence of this Mortgage, to keep insured, the improvements on the property against loss or damage by fire and windstorm and other hazards, casualties, and contingencies in a sum not less than the amount of the Mortgage Debt for the benefit of the Mortgagee, in such companies, through such agents or brokers, and in such form as may be satisfactory to the Mortgagee, and to deliver the policies and all renewal receipts to the Mortgagee; and in case of failure of the Mortgagor so to do, the Mortgagee may do so and add the cost thereof to the amount of the Mortgage Debt so as to become so much additional indebtedness secured by this Mortgage; and the exercise of such option shall not be deemed a waiver of the breach of any covenant or agreement herein contained.

3. To pay the Mortgage Debt and interest thereon according to the terms and conditions of the Note and any amendment, substitution, extension, or renewal thereof, and to pay, when due, all ground rents, taxes, water rents, assessments, public and other dues and charges levied or assessed or which may be levied or assessed on the property, and on the Mortgage Debt, and upon payment thereof to exhibit to Mortgagee the receipted bills therefor, and not to permit any lien or encumbrance on the property superior to the lien of this Mortgage or statutory lien of any kind except liens for taxes not then delinquent, and except for the piror mortgage/deed of trust hereinablve referred to. Mortgagor shall keep the property in good order, condition, and repair and permit the Mortgagee to enter upon and inspect the property, shall make all proper renewals, replacements, and additions of and to the property, shall not permit nor suffer any waste thereof, and shall not demolish the Improvements nor materially change them nor permit them to be demolished or materially changed, without the written concent of the Mortgagee. Should the title or the equity of redemption in the property be acquired in whole or in part by voluntary or involuntary deed, grant, or assignment by any person, firm, or corporation without the written consent of the Mortgagee or should the Mortgagor be declared insolvent or bankrupt, then this Mortgage shall be in default.

4. That the holder of this Mortgage in any action to foreclose it shall be entitled, without regard to the adequacy of the security for the debt, to the appointment of a receiver to collect the rents and profits of said property and account therefor as the Court may direct.

5. That in the event of default in the payment of said Mortgage Debt, or any installment thereof, at the time limited for said payment, or in the event of default in any agreement, covenant, or condition of this Mortgage, then, and in either of said events, the entire Mortgage Debt shall be deemed to be due and demandable at the option of said Mortgagee; and, the Mortgagor, in accordance with the provisions of Article 21 of the Maryland Annotated Code, the Maryland Rules of Provedure, or any other general or local laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (i) declare his assent to the passing of a decree for the sale of property after a default shall have occured as aforesaid and (ii) authorize the Mortgagee or .....Maurice W. Baldwin....., its attorney and/or agent, after any such default shall have occurred as aforesaid, to sell the property. Any such sale may be of the 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 in accordance with said laws, rules, or procedures of the State of Maryland; and the terms of the sale may be all cash upon retification of the sale or such other terms as the party selling may deem expedient. It is agreed that upon any sale of said property under this Mortgage, whether the above assent to a decree or under the above power of sale or otherwise, the proceeds of sale shall be applied as follows: (i) to the payment of all expenses incident to said sale, including a counsel fee of...Two Hundred Fifty..Dollars ($...250.00.....) for conducting the proceedings if without contest (but if legal services be rendered to the 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 expenses shall be allowed out of the proceeds of sale as the Court may deem proper) and including also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decrees of a court of equity in Maryland; (ii) to the payment of all claims of the Mortgagee, its 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 (iii) the balance, if any, to the Mortgagor. It is agreed that 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 after any advertisement of said property, but before the sale thereof. The Mortgagee may elect to make a foreclosure sale hereunder subject to any one or more existing tenancies, in accordance with Article 21, Section 7-105d, of the Maryland Annotated Code.

MORT( )R covenants that he will warrant specially the property hereby mortgaged, and that he will execute such further ssurances: quisite.

Whenever u: rein, the singular shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by ation of law or otherwise. The terms "Mortgagee" and "Mortgagor" as used herein shall include the heirs, personal repre uccessors, and assigns of the party so designated. It is mutually covenanted and agreed that no delay or failure on th he Mortgagee in the exercise of any right or remedy shall operate as a waiver thereof and no single or partial exercise by th gee of any right or remedy shall preclude other or future exercises thereof or the exercise of any right or remedy.

The Mortgagor certifies that prior to the excution of this Mortgage he has received a fully executed agreement as to the contractural rate of interest and a loan disclosure statement in connection with such loan as required by Article 66 of the Maryland Annotated Code.

WITNESS the hand and seal of said Mortgagor.

TEST: MORTGAGOR:

.....John D. Talley, Jr. .....(SEAL)

.....Margie E. Talley .....(SEAL)

STATE OF MARYLAND

(City/County), to wit:

STATE OF MARYLAND

.....BALTIMORE.....(City/County), to wit:

On this...23rd.....day of .....April....., 1976....., before me, the undersigned officer, personally appeared .....John D. Talley, Jr. and Margie E. Talley, his wife.....

.....

known to me (or satisfactorily proven) 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.

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

LYNN F. HILL NOTARY PUBLIC HOWARD COUNTY, MD.

.....

Notary Public

My Commission expires: July 1, 1978.

LIBER 104 PAGE 121 LIBER 13 PAGE 345

LIBER 104 PAGE 122 LIBER 13 PAGE 346

STATE OF MARYLAND

BALTIMORE (City/County), to wit:

On this 23rd day of April, 1976, before me, the undersigned officer, personally appeared Maurice W. Baldwin, Attorney and Agent for Union Home Loan Corp., the Mortgagee, and made oath for and on behalf of the Mortgagee in due form of law that the condition rentioned in the above Mortgage is true and bona fide as therein set forth; that the loan sum secured hereby has been paid over and disbursed by the party secured hereby unto the within named Mortgagor or the person responsible for disbursement of funds in the closing transaction or their respective agent at a time no later than the final and complete execution of this Mortgage; and also that he is the agent of said Mortgagee and is authorized to make this affidavit.

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

Lynn E. Hill

Notary Public

LYNN E. HILL NOTARY PUBLIC HARFORD COUNTY

My Commission expires: July 1, 1978.

I hereby certify this instrument was prepared under my supervision and that I am an attorney duly admitted to practice before the Court of Appeals for Maryland.

MAURICE W. BALDWIN

Attorney

UHLC 116B

RECEIVED FOR RECORD
AND RECORDED IN LIBER CWC
No. 104 FOLIO 120

1976 APR 26 AM 10: 54

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

APR 26-76 * 26341 *****10.15
APR 26-76 A #26341 *****37.95
APR 26-76 A #26340 *****10.50

MORTGAGE

JOHN D. TALLEY, Jr. and

MARGIE E. TALLEY, his wife

TO

UNION HOME LOAN CORP.

A Subsidiary of Union Trust Bancorp

Received for Record on the 26th

day of April A.D. 19 76

at 10:54 o'clock A M.

and recorded in Liber No. CWC 104

at Folio 120, one of the Land Records

for Queen Annes Co.

(City/County), State of Maryland.

Charles W. Cecil

Clerk.

Mail to mortgagee
MAURICE W. BALDWIN, Esquire
603 Loyola Federal Building
22 West Pennsylvania Avenue
Towson, Maryland 21204
828-5678

CL·RK	10.50
STAMP	37.95
TOTAL	48.45

RELEASE

FOR VALUE RECEIVED, Union Home Loan Corp. hereby releases the within mortgage.

WITNESS the signature of said Company by its ..... President, its Corporate Seal hereto affixed and the same attested by its ..... Secretary, this ..... day of .....

Attest:

UNION HOME LOAN CORP.

..... By .....

Secretary President

MAURICE W. BALDWIN,
Assigneee

vs.

JOHN DOSS TALLEY, JR.

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

UNION HOME LOAN CORPORATION
1301 York Road
Lutherville, Maryland 21093

Claimant

* *

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
Chancery Number: 6552

ORDER

It is, this 20th day of January, 1981, by the Circuit Court for Queen Anne's County:

ORDERED, that the Claimant's claim in the amount of Eleven Thousand Four Hundred Seventy-Seven and 05/100 Dollars ($11,477.05), plus interest and Court costs, be allowed according to its legal priorities and subject to the usual exceptions.

RECEIVED
CLERK, CIRCUIT COURT
1981 JAN 20 PM 2:59
QUEEN ANNE'S COUNTY

Peyton Carter

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MAURICE W. BALDWIN	:	
Assignee	:	
v.	:	Chancery #6552
JOHN DOSS TALLEY, JR.	:	

: : : : :

SPECIAL REPORT OF AUDITOR

John W. Sause, Jr., Auditor of this Court, respectfully reports to the Court that:

1. On January 20, 1981, the Court allowed the claim of Union Home Loan Corporation in the amount of "$11,477.05 plus interest and Court costs".

2. Subsequently, the Assignee advised the Auditor that "subsequent to the ratification of sale by the Circuit Court for Queen Anne's County, the above Defendant John Doss Talley, Jr. filed bankruptcy in the United States Bankruptcy Court for the District of Maryland" and submitted a copy of an "Order Vacating Automatic Stay" passed by that Court on October 22, 1981. A copy of the latter Order is attached as part of this Special Report.

3. Because of the apparent inconsistency between the terms of the Order of this Court of January 20, 1981, and the terms of the later-passed Order of the Bankruptcy Court of October 22, 1981, and because the latter Order appears to have had the assent of all interested persons, the Auditor is uncertain as to the manner in which to distribute the surplus of the proceeds of the sale herein.

John W. Sause, Jr.
Auditor

ORDER

The foregoing Special Report having been read and considered, it is this 12th day of April, 1982, by the Circuit Court for Queen Anne's County,

ORDERED, that the Auditor shall send by first class mail a copy of his Special Report and a copy of this Order to the following persons:

Maurice W. Baldwin, Esquire
John Doss Talley, Jr.
Union Home Loan Corporation
Howard Rubenstein, Interim Trustee, or the person whom the Auditor determines to be the permanent Trustee appointed in the bankruptcy matter of John Doss Talley, Jr.

AND IT IS FURTHER ORDERED, that such persons shall on or before the 3rd day of May, 1982, file in this proceeding any requests which they might have as to the distribution of the surplus of the proceeds of the sale made by the Assignee herein.

RECEIVED
CLERK. CIRCUIT COURT
1982 APR 12 AM 10: 17
QUEEN ANNE'S COUNTY

Clayton C. Carter
JUDGE

LIBER 13 PAGE 349

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND

In the Matter of :

JOHN DOSS TALLEY, JR. :
MARGARET ESTHER TALLEY : Case No. 80-2-2267-L

Debtors :

* * * * * * *

UNION HOME LOAN CORPORATION :
Suite 205, Heaver Plaza
1301 York Road :
Lutherville, Maryland 21093

Plaintiff :

vs. :

JOHN DOSS TALLEY, JR. :
MARGARET ESTHER TALLEY : Adversary No. 81-0151

and :

HOWARD RUBENSTEIN :
Interim Trustee

Defendants :

* * * * * * *

VACATING
ORDER ~~LIFTING~~ AUTOMATIC STAY

The aforegoing Complaint Seeking Relief From Automatic Stay having been read and considered, no objection appearing thereto and consent of the Debtors, attorney for the Debtors, and Interim Trustee having been obtained, it is by the United States Bankruptcy Court for the District of Maryland this 22nd day of October, 1981,

ORDERED, that the Automatic Stay pursuant to 11 U.S.C. Sec. 362 be and the same is hereby lifted, provided that Union Home Loan Corporation proceed with foreclosure proceedings, and provided that a report of the sale is filed in these proceedings and provided that if a surplus is obtained, that said surplus is turned over to the trustee.

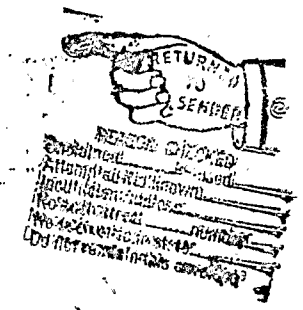
HARVEY M. LEBOWITZ, JUDGE

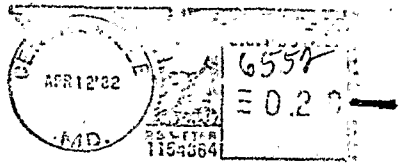
BELL, CORNELIUS & SHORE
BELL HOUSE, 105 SOUTH WASHINGTON STREET, ROCKVILLE, MARYLAND 20850
BELL TOWER BUILDING, 101 WEST JEFFERSON STREET, ROCKVILLE, MARYLAND 20850

The Second Judicial Circuit of Maryland

CENTREVILLE, MARYLAND 21617

CLAYTON C. CARTER, ASSOCIATE JUDGE





OUT OF BUSINESS

John Doss Talley, Jr.
c/o J & J Body Shop
Post Office Box 147
Stevensville, Maryland 21666

13 PAGE 351

LIBER 13 PAGE 352

MAURICE W. BALDWIN, Assignee	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	QUEEN ANNE'S COUNTY
JOHN DOSS TALLEY, JR.	*	Chancery Number: 6552

* *

REQUEST FOR SURPLUS

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Now comes UNION HOME LOAN CORPORATION, a body corporate of the State of Maryland, Claimant in the above entitled matter and in response to the Special Report of the Auditor therein filed, requests that any surplus due on account of the audit be paid over to UNION HOME LOAN CORPORATION on account of its Claim allowed by this Honorable Court by an Order dated January 20, 1981.

UNION HOME LOAN CORPORATION

by: Edward M. Hill II

EDWARD M. HILL II
Assistant Vice President
1301 York Road - Suite 203
Heaver Plaza Building
Lutherville, Maryland 21093

I HEREBY CERTIFY, that on this 27th day of April, 1982, I mailed, or caused to be mailed, a true and correct copy of the aforegoing Request for Surplus to JOHN W. SAUSE, JR., Esquire, Auditor, 204 North Commerce Street, Centreville, Maryland 21607

Edward M. Hill II

EDWARD M. HILL II
Assistant Vice President
UNION HOME LOAN CORPORATION

RECEIVED
CLERK, CIRCUIT COURT
1982 APR 29 AM 10: 25
QUEEN ANNE'S COUNTY

MAURICE W. BALDWIN, Assignee	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	QUEEN ANNE'S COUNTY
JOHN DOSS TALLEY, JR.	*	Chancery Number: 6552

* *

REQUEST FOR SURPLUS

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Now comes MAURICE W. BALDWIN, Assignee in the above entitled matter and in response to the Special Report of the Auditor therein filed, requests that any surplus due on account of the audit be paid over to UNION HOME LOAN CORPORATION on account of its Claim allowed by this Honorable Court by an Order dated January 20, 1981.

MAURICE W. BALDWIN
Assignee
31 Allegheny Avenue
Suite 204
Towson, Maryland 21204
828-5678

I HEREBY CERTIFY, that on this 27th day of April, 1982, I mailed, or caused to be mailed, a true and correct copy of the aforegoing Request for Surplus to JOHN W. SAUSE, JR., Esquire, Auditor, 204 North Commerce Street, Centreville, Maryland 21607.

MAURICE W. BALDWIN

RECEIVED
CLERK. CIRCUIT COURT
1982 APR 29 AM 10: 26
QUEEN ANNE'S COUNTY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MAURICE W. BALDWIN	:	
Assignee	:	
v.	:	Chancery #6552
JOHN DOSS TALLEY, JR.	:	

: : : : : : :

REQUEST FOR ADDITIONAL COMPENSATION

The above-entitled cause having been referred to the Auditor in accordance with Maryland Rule W75 e, and a claim having been made in accordance with Maryland Rule W75 a for the equitable distribution of the surplus proceeds of sale, the Auditor respectfully requests the allowance of extra compensation for the services performed by him for the reasons that he has been required, in addition to his customary and usual duties, to prepare and file the Special Report and pro forma Order filed herein on April 12, 1982; to contact the Trustee named therein upon his failure to contact the Auditor or otherwise respond to the Show Cause Order passed by this Court; to correspond with the fiduciary to obtain required information not furnished by him; to verify the claim filed herein; and to provide notification of the Account in addition to the notification ordinarily required by Maryland Rule 595 g and Second Circuit Rule 12 d.

FILED
MAY 5 1982
CIRCUIT COURT
QUEEN ANNE'S CO.

John W. Sause, Jr.
Auditor

ORDER

The foregoing Application having been read and considered, and it appearing that the Auditor has performed duties other than the customary and usual duties performed in an audit, it is this 14th day of May, 1982, by the Circuit Court for Queen Anne's County,

ORDERED, that the Auditor is allowed a total fee of $ 100.00, together with out of pocket traveling and other expenses allowed by Second Circuit Rule 12 b, such fee and expenses to be paid from funds of the estate, subject to the right of any interested person to file exceptions to this allowance in the manner provided by Maryland Rule 595 g.

Clayton D. Carter
JUDGE

RECEIVED
CLERK. CIRCUIT COURT
1982 MAY 14 PM 4:07
QUEEN ANNE'S COUNTY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MAURICE W. BALDWIN :

Assignee :

v. : Chancery #6552

JOHN DOSS TALLEY, JR. :

: : : : :

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price		$ 75,000.00	
Interest on $70,000.00 at 9% from 12/31/79 to 1/20/81		6,645.20	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			$ 81,645.20
COMMISSIONS PAYABLE TO ATTORNEY		$ 3,900.00	
ATTORNEY FEE, as per Mortgage		350.00	
EXPENSES OF SALE			
Court costs	$ 244.00		
Advertising (Note A)			
Notices of sale	285.17		
Report of Sale	48.75		
Bond premium	240.00		
Auctioneer's fee (maximum)	187.50		
Certified mail	1.40	1,006.82	
AUDITOR'S FEE AND COSTS			
Fee for Audit, per Order	$ 100.00		
Postage & xerox	1.79	101.79	5,358.61-
AVAILABLE FOR DISTRIBUTION			$ 76,286.59
INDEBTEDNESS UNDER MORTGAGE			
Principal (Note B)		$ 62,036.48	
Interest to 10/4/79		2,576.65	
Interest 10/5/79 to 2/29/80 147 days at $15.30		2,249.10	
Real property taxes for period 7/1 to 12/31/79 184 days		401.12	
TOTAL DUE ASSIGNEE OF MORTGAGE, Union Home Loan Corporation			$ 67,263.35
SURPLUS, to be paid to Union Home Loan Corp., under Second Mortgage dated April 23, 1976, recorded in Liber C.W.C. 104, folio 120, per Order dated January 20, 1981			9,023.24
TOTAL DISTRIBUTED			$ 76,286.59

Notes

A. Advertising in the Sun ($97.60) and Star Democrat ($223.60) for a sale to be held December 20, 1979, not allowed, as no reason appears for those expenses.

B. The Principal and Interest to 10/4/79 figures show the composite amounts of the "principal" figures shown in the Statement of Mortgage Debt filed on November 15, 1979. The "Amended Statement of Mortgage Debt" filed January 19, 1981, has been disregarded as its effect is contrary to the provisions of Real Property Article, §7-105 (d).

RECEIVED
CLERK CIRCUIT COURT
1982 JUN 21 PM 4:23
QUEEN ANNE'S COUNTY

NOTICE

The attached Account was filed on the 21st day of June, 1982. Exceptions to the Account must be filed within fifteen (15) days of that date. If no exceptions are filed within that fifteen (15) day period, the Account may thereupon be ratified.

CERTIFICATE OF AUDITOR

I hereby certify that I have examined the suggested Account, together with the receipts, vouchers, statements, suggested distribution and affidavit submitted by the Fiduciary in Chancery Cause #6552. On the basis of the facts which appear upon the face of the proceedings and proofs submitted to me, it is my opinion that the claims set forth in the foregoing Auditor's Account have been established and are properly allowable by law in the amounts there set forth. I further certify that on the 12th day of April, 1982, copies of the Special Report of Auditor and the Order passed thereon were mailed to the following persons and that on the 21st day of June, 1982, copies of the Auditor's Account and Notice, conforming to the requirements of Maryland Rule 595 g and Second Circuit Rule 12 d, were mailed to those persons:

Maurice W. Baldwin, Esquire
Post Office Box 10639
Towson, Maryland 21204

John Doss Talley, Jr.
c/o J & J Body Shop
Post Office Box 147
Stevensville, Maryland 21666

Howard Rubenstein, Esquire
2 East Fayette Street
Baltimore, Maryland 21202

John W. Sause, Jr.
Auditor

MAURICE W. BALDWIN, Assignee	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6552
John Doss Talley, Jr.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 21st day of June, 19 82, that the report and account filed in these proceedings by John W. Sause, Jr., Auditor, be ratified on or after the 7th day of July, 1982, unless cause to the contrary thereof be previously shown; provided notice is given in manner provided by Maryland Rule 595 g to persons entitled thereto.

Marguerite H. Mankin Clerk

Filed June 21, 1982

The Second Judicial Circuit of Maryland

CENTREVILLE, MARYLAND 21617

CLAYTON C. CARTER, ASSOCIATE JUDGE

RETURNED TO SENDER

REASON CHECKED
Unclaimed ____ Refused ____
Attempted-Not known ____
Insufficient Address ____
No such street ____ number ____
No such office in state ____
Do not remail in this envelope

CENTREVILLE, MD JUN 22 PM 1982 21617

CENTREVILLE MD JUN 21 '82 1154084 020

moved 1980 - left no address

John Doss Talley, Jr.
c/o J & J Body Shop
Post Office Box 147
Stevensville, Maryland 21666

13 PAGE 358

MAURICE W. BALDWIN, Assignee	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6552
	*	
JOHN DOSS TALLEY, JR.	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 7th day of July, 1982, by the Court that the account of the Auditor is finally ratified and confirmed, and Maurice W. Baldwin, 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 7, 1982

CARL J. TENNER,	*	IN THE
Assignee	*	CIRCUIT COURT
v.	*	FOR
JAMES B. PARKER, SR. and EILEEN PARKER, his wife	*	QUEEN ANNE'S COUNTY
	*	Docket: Folio: Case No. 6816

JAN 19-81 * 29032 ******60.00
JAN 19-81 A 929032 ******60.00

MR. CLERK:

Please docket the above entitled case and file the attached Mortgage and Assignment of Mortgage.

Carl J. Tenner
124 South Street
Annapolis, Maryland 21401
269-6720
Assignee

RECEIVED
CLERK, CIRCUIT COURT
1981 JAN 19 AM 9:20
QUEEN ANNE'S COUNTY

LIBER 13 PAGE 362 FOLIO 136 PAGE 140

DOCUMENT NO. 93520

RECEIVED
CLERK. CIRCUIT COURT
1978 JUN -9 AM 9:38
QUEEN ANNE'S COUNTY

Partial Purchase Money (12,250.00)

THIS MORTGAGE, made this 5th day of June in the year one thousand nine hundred and Seventy eight, between

JAMES B. PARKER, SR. and EILEEN PARKER, his wife

JUN-9-78 * 25452 ****235.80
JUN-9-78 A 25452 ****217.80
JUN-9-78 A 25451 *****18.00

of Queen Anne's County in the State of Maryland, Mortgagor(s), and the CAPITAL CITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND, a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Mortgagor(s), in connection with their intention to acquire and/or construct improvements on the hereinafter described property and the said Mortgagee, has agreed to advance the sum of Seventy eight thousand four hundred ($78,400.00) Dollars for the acquisition of and/or constructions of improvements thereon or as commercial loan on property owned by the Mortgagor(s), in accordance with an application for an advancement in above named amount, and in accordance with construction loan agreement filed with said application, which said advancement shall be held by said Mortgagee for distribution in accordance therewith upon approval by Mortgagee as to compliance with any agreement or plan agreed to; and

WHEREAS, the Mortgagor(s) have agreed to repay said mortgage debt hereby named and credited within 1 years from date as well as interest at the rate of Nine (9) % per annum payable on amounts advanced and said interest may be collected at time of withdrawals at discretion of Mortgagee and that the due execution of this Mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises, and the sum of One Dollar, the said Mortgagor(s) do grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot(s) of ground situate and lying in Queen Anne's County, Fifth Election District, State of Maryland, and described as follows:

BEING more particularly shown and described as Parcel Number 40, as set out on a plat entitled "Plat Two, Governor Grason Manor, part of the Lands of Wye River Farms, Inc., Fifth Election District, Queen Anne's County, Maryland" dated March, 1974, prepared by J. R. McCrone, Jr., Inc., registered professional engineers and surveyors, and recorded on May 13, 1974, among the Land Records of Queen Anne's County, Maryland, in Liber CWC No. 83, Folio 766, and in Plat Book C.W.C. No. 2, Folio 40, containing 2.09 acres of land, more or less, to which plat reference is hereby made for a particular description of the lot of land hereby conveyed by metes and bounds, courses and distances.

BEING same property acquired by Mortgagors from Thomas W. Hurley and Janice J. Hurley, his wife, by deed of even date herewith and intended to be recorded immediately prior hereto.

It is agreed and understood between the parties hereto that this mortgage is executed pursuant to Commercial Law Title Annotated Code of Maryland Sec. 12-103 (e).

AND WHEREAS, this Mortgage shall also secure future advances as provided by Chapter 178 of the Laws of Maryland passed at the January Session of the General Assembly in the year 1955 or any supplement, amendment, or addition thereto.

TOGETHER with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple.

Provided, however, the said Mortgagor(s), his, her or 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 his, her or their part to be made and done, then this mortgage shall be void.

AND the said Mortgagor(s), for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) That together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor(s) will pay to the Mortgagee, on the first day of each month until the said debt is fully paid the following sums, and installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by

fire or other hazards, casualties and contingencies or life insurance policy assigned to Mortgagee or where the Mortgagee is beneficiary, as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessment will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) To repay the indebtedness, together with interest, as herein provided; (3) To keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in such companies, through such agents or brokers, and such form as shall be satisfactory to the Mortgagee, its successors or assigns, to the extent necessary to protect its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor(s), his, her or 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; (4) To pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) To permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor(s), 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(s), his, her or 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; (8) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the covenants or conditions hereof for thirty days; (9) To pay a late charge not to exceed the greater of Two ($2.00) Dollars or five per cent (5%) of the total amount of any delinquent or late periodic installment of interest and principal which is received at the office of the Mortgagee more than fifteen (15) calendar days after the due date thereof to cover the extra expense involved in handling delinquent payments; (10) That this loan may be prepaid, in whole or in part, in an mount not less than one monthly installment of principal, provided that two month's advance interest, at the then current rate, may be charged on that part of the aggregate amount of all prepayments made in any twelve month period which exceeds thirty-three and one-third per cent (33 1/3%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment, provided that no such charge may be imposed after the expiration of three (3) years from the

date hereof; (11) That it is agreed that the Mortgagee may, at any time during the mortgage term, and in its discretion, apply for and purchase mortgage guaranty insurance, and may apply for renewal of such mortgage guaranty insurance covering this mortgage, and pay premiums due by reason thereof, and require repayment by the Mortgagor(s) of such amounts as are advanced by the Mortgagee, and the Mortgagor(s) hereby agree(s) to pay for such premiums on the first day of each month, as part of the regular monthly payment, by payment of a sum equal to one-twelfth (1/12) of such annual mortgage guaranty insurance premium in accordance with the provisions of (1) of the aforegoing covenants and conditions, and in the event such insurance is placed on a single premium plan, the Mortgagor(s) hereby agree(s) to repay the Mortgagee for such amount so advanced by the Mortgagee for such single premium.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor(s), his, her or their heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorizes the said Mortgagee, its successors or assigns or Louis M. Strauss, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland and the Maryland Rules of Procedure, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of One hundred Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) To the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not, including interest thereon until final ratification of the auditors account; (3) The surplus (if any there be), to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions, all attorneys fees and all such expenses and costs shall be paid by the Mortgagor(s) in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

THE Mortgagor(s) covenants that they will warrant specially the property hereby mortgaged, and that they will execute such further assurances as may be requisite. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

LIBER 136 PAGE 143 LIBER 13 PAGE 365

LIBER 13 PAGE 366

LIBER 136 PAGE 144

The Mortgagor(s) by execution of this instrument certifies that prior to such execution they have received both a fully executed agreement as to the contractual rate of interest and a loan disclosure statement in connection with this loan as required by Article 49 of the Annotated Code of Maryland.

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Marian S. Demmette

James B. Parker (SEAL)
James B. Parker, Sr.

Eileen Parker (SEAL)
Eileen Parker

(SEAL)

(SEAL)

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, that on this 5th day of JUNE in the year one thousand, nine hundred and Seventy eight before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James B. Parker, Sr. and Eileen Parker, his wife

the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) aresubscribed to the within Mortgage, and acknowledged that they executed the same for purposes herein contained, and also they acknowledged the foregoing Mortgage to be their act. On the same day also appeared Louis M. Strauss, 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 fied as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit. And said Agent aforesaid made oath that funds secured was paid over and disbursed to the borrowers prior to execution and delivery of mortgage pr Louis M. Strauss, their disbursing Agent.

WITNESS my hand and Notarial Seal.

Marian S. Demmette
Notary Public

MARIAN S. DEMMETTE NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

My Commission expires: 7-1-78

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

Louis M. Strauss
Attorney

DOCUMENT NO. 104,565

No. RECEIVED
Re CLERK, CIRCUIT COURT RECEIVED FOR RECORD

1981 JAN 19 AM 9 41

QUEEN ANNE'S COUNTY

Assignment

JAN 19-81 * 29033 ******5.00
JAN 19-81 A 29033 ******5.00

Recorded Liber 171 pg. 667

OF MORTGAGE FROM James B. Parker, Sr. and Eileen Parker, his wife

TO Capital City Federal Savings and Loan Association of Annapolis, Maryland AS RECORDED IN

LIBER CWC NO. 136 FOLIO 140

MAIL TO To be placed in Equity No. 6816

FOR VALUE RECEIVED WE HEREBY ASSIGN THE WITHIN MORTGAGE TO CARL J. TENNER FOR PURPOSES OF FORECLOSURE THIS 9th DAY OF JANUARY, 1981.

CAPITAL CITY FEDERAL SAVINGS AND
AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND

Melvin E. Meekins, Jr. Vice President

CARL J. TENNER, Assignee		IN THE
	*	
Substitute Trustee		CIRCUIT COURT
	*	
v.		FOR
	*	
JAMES B. PARKER, SR. and EILEEN PARKER, his wife	*	QUEEN ANNE'S COUNTY
		Docket:
		Folio:
		Case No. 6816

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND)
) SS.
COUNTY OF ANNE ARUNDEL)

I HEREBY CERTIFY that on the 9th day of January, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Melvin E. Meekins, Jr. and made oath in due form of law that he knows the Defendants herein and that to the best of his knowledge, information and belief:

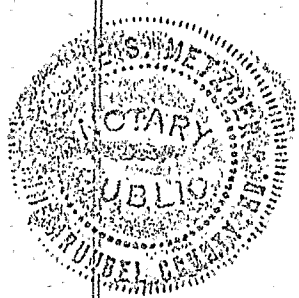
1) Said Defendants are not in the Military Service of the United States of America.

2) Said Defendants are not in the Military Service of any Nation allied with the United States of America.

3) Said Defendants have not been ordered to report for induction under the Selective Training and Service Act.

4) Said Defendants are not members of the Enlisted Reserve Corps. who have been ordered to report for Military Service.

IN TESTIMONY WHEREOF, I hereunto set my hand and Notarial Seal, this day of January, 1981.



Leslie J. Metzger
Notary Public

Affiant

My commission expires: 7/1/82

CARL J. TENNER,	*	IN THE
Assignee	*	CIRCUIT COURT
v.	*	FOR
JAMES B. PARKER, SR. and EILEEN PARKER, his wife	*	QUEEN ANNE'S COUNTY
	*	Docket: Folio: Case No: 6816

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage claim of Capital City Federal Savings and Loan Association of Annapolis, Maryland under a mortgage from James B. Parker, r. and Eileen Parker, his wife to Capital City Federal Savings and Loan Association of Annapolis, Maryland, dated June 5, 1978, and recorded among the Land Records of Queen Anne's County in Liber No. 136, Folio 140, Carl J. Tenner, having been assigned said mortgage for the purpose of foreclosure by assignment dated January 9, 1981.

Principal amount of debt	$78,400.00
Interest capitalized to balance thru October 31, 1980	9,149.51
Balance due on principal	87,549.51
Interest to December 31, 1980	1,896.90
Net balance due	89,446.41

Daily interest rate is: $21.89

Capital City Federal Savings and Loan Association of Annapolis, Maryland

By: _____
Melvin E. Meekins, Jr., Vice President

STATE OF MARYLAND)
COUNTY OF ANNE ARUNDEL) SS.

I HEREBY CERTIFY that on this 9th day of January, 1981, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Melvin E. Meekins, Jr., who is known to me to be the Vice President of Capital City Federal Savings and Loan Association of Annapolis, Maryland, and he made oath in due form of law that the foregoing is a true statement of the amount of the mortgage debt under mortgage filed in said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Leslie J. Metzger
Notary Public

My Commission expires: 7/1/82

LIBER 13 PAGE 369

LIBER 3 PAGE 78 LIBER 13 PAGE 370

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE, MD. 21203

Equity No. # 6816

KNOW ALL MEN BY THESE PRESENTS:

That we, CARL J. TENNER

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 NINETY THOUSAND AND 00/100 - ($90,000.00) - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 19th day of February in the year of our Lord 1981

Whereas, the above bounden Carl J. Tenner

by virtue of the power contained in a mortgage from James B. Parker, Sr. and Eileen Parker, his wife

to Capital City Federal Savings and Loan Association of Annapolis

bearing date the 5th day of June, 1978 and recorded among the mortgage records of Queen Anne's County, Maryland in Liber No. 136 Folio 140 and Carl J. Tenner, Assignee

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Carl J. Tenner

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 Carl J. Tenner

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:

Carl J. Tenner (SEAL)

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Ardis D. King *As to Surety*

By John H. Hopkins, IV *Attorney-in-Fact*

J3228(MD)—500, 11-76 201940
Formerly MD3228a
Mortgagee's or Attorney's Bond

CLERK APPROVED AND BOND FILED ON Feb. 20, 1981

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by nnd with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint John H. Hopkins, IV and Ardis D. King, both of Annapolis, Maryland, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of TWO HUNDRED THOUSAND DOLLARS ($200,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of John H. Hopkins, IV, dated, June 2, 1976.

The said Assistant Secretary does hereby certify that the aforegoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 18th day of December, A.D. 19 78

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST:

C W Robbins
Assistant Secretary

By C M Pecot
Vice-President

STATE OF MARYLAND } ss:
CITY OF BALTIMORE }

On this 18th day of December, A.D. 19 78, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

MELINDA T. HAUS NOTARY PUBLIC BALTIMORE CITY, MD.

Melinda T Haus
Notary Public Commission Expires July 1, 1982

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 19th day of February, 19 81

W C Bestry
Assistant Secretary

L1419Ctf.—1M, 6-80. 210997

LIBER 13 PAGE 371

FLP/dfp/2/19/81/1&3/

LIBER 13 PAGE 372

CARL J. TENNER, ESQ., ASSIGNEE	*	IN THE CIRCUIT COURT FOR
VS	*	QUEEN ANNE'S COUNTY, MARYLAND
JAMES B. PARKER and EILEEN PARKER, his wife	*	EQUITY NO. 6816

* * * * * * *

PETITION FOR EXCESS PROCEEDS

Now comes Rock Hall Lumber Company, Inc., T/A Kent Island Lumber Company, Stevensville, Maryland 21666, by Floyd L. Parks, their attorney, respectfully representing that on February 18, 1981, it obtained a Judgment in the District Court for Queen Anne's County, Maryland, in Case #3-4-80-CV-741, against the Defendants herein, in the amount of $1,417.53, plus $25.00 costs and interest from said date; which Judgment was recorded in this Court on February 18, 1981, and they respectfully request that this Honorable Court, when proceeds are distributed from the sale contemplated in this case, distribute to them, in their proper order, any excess funds which are remaining and would normally be the property of James B. Parker and Eileen Parker, his wife, Defendants. A copy of said District Court Judgment is attached hereto and made a part hereof, marked Petitioner's Exhibit #1, and a copy of the Order recording the same in this Court is attached hereto and marked Petitioner's Exhibit #2.

AND, AS IN DUTY BOUND, etc.

Floyd L. Parks, Attorney for Rock Hall
Lumber Company, Inc., T/A Kent Island
Lumber Company
P. O. Box 224
Chestertown, Maryland 21620
Telephone: 778-2112

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 19th day of February, 1981, a copy of the foregoing Petition was mailed to the law offices of Carl J. Tenner, Esquire, 124 South Street, Annapolis, Maryland 21401, and mailed to the Defendants, James B. Parker and Eileen Parker, his wife, at P. O. Box 145, Queen Anne Colony, Stevensville, Maryland 21666.

Floyd L. Parks

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

RECEIVED
CLERK, CIRCUIT COURT
1981 FEB 20 AM 9:48
QUEEN ANNE'S COUNTY

CASE No [illegible]

DISTRICT COURT OF MARYLAND FOR Queen Anne's County

PETITIONER'S EXHIBIT #1

PARTIES

Plaintiff:
Rock Hall Lumber Company t/a
Kent Island Lumber Company
Stevensville, Md. 21666

VS.

Defendant: | Return

(1) James B. Parker
P.O. Box 145-2 A. Colony
Stevensville, Md. 21666

(2) Eileen Parker
Same address

12/13/80

(3)

(4)

(5)

ATTORNEYS

For Plaintiff: Lloyd L. Parks — Name
P.O. Box 234, Chestertown 21620 — Address
For Defendant: Michael R. Foster Esq. — Name
P.O. Box 367 — Address
Stevensville Md 21666 — Name
[illegible] 603-2141 — Address

JUDGMENT

SUMMARY
DEFAULT
CONSENT X
CONFESSION
NISI

Condemnation

in favor of Plaintiff

for

$ 1417.53 DAMAGES and COSTS $ 25.00

with interest from date plus $

Attorney's Fees against Defendant No. 1 and Defendant No. 2

2/18/81 — Date
[signature] — Judge

Judgment Absolute — Date — Clerk

Judgment Mailed — Date — Clerk

in favor of

for

$ DAMAGES and COSTS $

with interest from date plus $

Attorney's Fees against

Date — Judge

Judgment Absolute — Date — Clerk

t/d Feb. 4, 1981 at 9:30 a.m.

CONTINUANCES:

DATE	PLTF	DEFT	PARTIES	REMOVE	ADD DEFT	NOT CONCLUDED	INSPECTION	APPROVED	PARTIES NOTIFIED	BY
2/18/81	9:30									TCE
								Continued from Feb. 4, 1981		
								[illegible]		

DATE SATISFACTION FILED

DATE	Description of Papers	COSTS
Dec 10, 1980	INITIAL FILING Costs advanced for Sheriff service	25.00
Dec 11, 1980	[illegible] Def #2 Carlongle [illegible]	
Dec 15, 1980	[illegible]	
	[illegible]	
2/3/81	Notice [illegible] defendant filed	

I certify this to be a true copy from the Docket of the District Court of Maryland, District 3-4 Queen Anne's County.

Date February 18, 1981

[signature] Clerk

DISTRICT COURT OF MARYLAND

LIBER 13 PAGE 373

LIBER 13 PAGE 374 PETITIONER'S EXHIBIT #2

DISTRICT COURT OF MARYLAND FOR Queen Anne's County
County Office Building
Located at Centreville, Maryland 21617 Case No. 3-4-80CV741

Rock Hall Lumber Company t/a
Kent Island Lumber Company
Stevensville, Maryland 21666
Plaintiff

vs.

James B. Parker & Eileen Parker
P. O. Box 145 - Queen Anne Colony
Stevensville, Maryland 21666
Defendant

NOTICE OF LIEN OF ATTACHMENT

I HEREBY CERTIFY that in the above case filed in this Court there was levied on ..... an "Original Process Attachment on Real Estate."

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of this Court.

Date ..... Clerk .....

NOTICE OF LIEN OF JUDGMENT

I HEREBY CERTIFY that the following judgment has been recorded in this Court in the above entitled case:

Date of Entry of Judgment February 18, 1981

Amount of Judgment $ 1417.53

Atty's Fees $ ——

Costs $ 25.00

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of this Court

February 18, 1981
Date

Clerk

DISTRICT COURT OF MARYLAND

NOTICE OF LIEN OF SCIRE FACIAS

I HEREBY CERTIFY that in the above entitled case on .....
a "Scire Facias Issued" on a judgment entered in Case No. .....

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of this Court

Date ..... Clerk .....

NOTICE OF MODIFICATION OF LIEN

I HEREBY CERTIFY that the following subsequent action has taken place, to wit:

- ☐ Set aside on .....
- ☐ Dissolved on .....
- ☐ Satisfied on .....
- ☐ Modified on .....

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of this Court.

Date ..... Clerk .....

DISTRICT COURT OF MARYLAND FOR Queen Annes Co.

Located at CENTREVILLE, Md. Case No. 3-4-80-CU-741

Rock Hall Lumber Company Inc T/A Kent Island Lumber Co

vs.

James B Parker + Eileen Parker

Plaintiff

Defendant

ORDER TO RECORD JUDGMENT
and/or
TO FILE NOTICE OF LIEN

Clerk:

A judgment in the above case was entered on FEBRUARY 18 1981 in the amount of $ 1417 53 plus attorney's fees of $ — and costs of $ 25 00. Enter credit of $ 00 00.

[1] ✓ You will please record said judgment.

[2] ✓ You will please file a Notice of Lien of such judgment with the Clerk(s) of the Circuit Court for Queen Annes County MARYLAND.

Box 224, CHESTERTOWN Md 21620
Address of Plaintiff or Attorney

Plaintiff or Attorney

I HEREBY CERTIFY THAT [X] the above judgment was recorded in the District Court of Maryland for Queen Anne's County on February 18, 1981 at 10:45 A.M.

[X] Notice of Lien of such judgment was filed with the Clerk of the Circuit Court for Queen Anne's County

[ ] A certified copy of the docket entries was transmitted to the Clerk of the District Court for XXXXXXXXXXXXXX for recording and filing of a Notice of Lien in said County.

Clerk of the District Court for

Queen Anne's County/~~City~~

I HEREBY CERTIFY that the above judgment was recorded in the District Court of Maryland for _____ on _____ and assigned Case No. _____ and a Notice of Lien of such judgment filed with the Clerk of the Circuit Court for _____

Clerk of the District Court for

_____ County/City

N.B. This order must be filed by the plaintiff or his attorney in duplicate for each county in which the judgment is to be recorded.

ORDER TO RECORD JUDGMENT
and/or
TO FILE NOTICE OF LIEN

CV-49
(Rev. 7/79)

LIBER 13 PAGE 375

LIBER 13 PAGE 376

CARL J. TENNER,		IN THE
Assignee	*	CIRCUIT COURT FOR
v.	*	QUEEN ANNE'S COUNTY
JAMES B. PARKER, SR. and EILEEN PARKER, his wife	*	Docket: Folio: Case No. 6816

AFFIDAVIT OF COMPLIANCE

Carl J. Tenner, Assignee pursuant to Maryland Rule W74a(c) certifies that he mailed to debtors in these foreclosure proceedings at their last known address on February 4, 1981, by certified mail, return receipt requested a notice of the time, place and terms of the foreclosure sale, which date was not earlier than 20 days nor later than 5 days before the date of sale in these proceedings.

Carl J. Tenner

Carl J. Tenner, Assignee

SUBSCRIBED AND SWORN to before me, by the above Assignee this 20th day of February, 1981.

Lydia S. Metzger

Notary Public

L. S. METZGER NOTARY PUBLIC QUEEN ANNE'S COUNTY, MD.

RECEIVED
CLERK, CIRCUIT COURT
1981 MAR 18 AM 9:24
QUEEN ANNE'S COUNTY

CARL J. TENNER,	*	IN THE
Assignee	*	CIRCUIT COURT FOR
v.	*	QUEEN ANNE'S COUNTY
JAMES B. PARKER, SR. and EILEEN PARKER, his wife	*	Docket: Folio: Case No. 6816

AUCTIONEER'S CERTIFICATE

I, Robert H. Campbell, Licensed Auctioneer, certify that I held a Public Auction of property known and advertised as Plat Two, Governor Grason Manor, part of the lands of Wye River Farms, Inc., Fifth Election District, Queen Anne's County, on February 20, 1981 at 10:00 A.M. as advertised and under the terms thereof to and unto Capital City Federal Savings and Loan Association Michael V. McCutchan, President of Capital City Federal Savings and Loan Association of Annapolis, Md at and for the sum of Ninety Five Thousand Dollars ($95,000.00) the highest bid therefor and that sale was fully made without interference or persuasion on my part.

Robert H. Campbell
Auctioneer

SUBSCRIBED AND SWORN to before me, this 20th day of February, 1981.

Leslie S. Metzger
Notary Public

L. S. METZGER NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

RECEIVED
CLERK, CIRCUIT COURT
1981 MAR 18 AM 9:24
QUEEN ANNE'S COUNTY

LIBER 13 PAGE 377

LIBER 13 PAGE 378

CARL J. TENNER,	*	IN THE
Assignee	*	CIRCUIT COURT FOR
v.	*	QUEEN ANNE'S COUNTY
JAMES B. PARKER, SR. and EILEEN PARKER, his wife	*	Docket: Folio: Case No. 6816

PURCHASERS' CERTIFICATE

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, that on this 20th day of February, 1981, personally appeared Michael V. McCutchan, President of Capital City Federal Savings and Loan Association of Annapolis, Md, Purchaser at the foreclosure sale in this cause and made oath that ~~he~~ it is the purchaser and purchased same

and that ~~he~~ it has not directly or indirectly discouraged anyone from bidding on property mentioned as Plat Two, Governor Grason Manor, part of the lands of Wye River Farms, Inc., Fifth Election District, Queen Anne's County, Maryland as recorded among the Land Records of Queen Anne's County in Liber 136, page 140.

Capital City Federal Savings and Loan Association of Annapolis, Md

Purchaser

Leslie J. Metzger
Notary Public

PUBLIC
ANNE ARUNDEL COUNTY, MD.

RECEIVED
CLERK, CIRCUIT COURT
1981 MAR 18 AM 9 24
QUEEN ANNE'S COUNTY

CARL J. TENNER	*	IN THE CIRCUIT COURT
Assignee	*	FOR QUEEN ANNE'S COUNTY
vs.	*	DOCKET:
JAMES B. PARKER, SR.	*	FOLIO:
and EILEEN PARKER, his wife	*	CASE NO: 6816

REPORT OF SALE

The report of sale of Carl J. Tenner, Assignee, who made sale of Parcel No. 40, as set out on a plat entitled "Plat Two, Governor Grason Manor, part of the Lands of Wye River Farms, Inc., Fifth Election District, Queen Anne's County", said property being more particularly described in a mortgage from James B. Parker, Sr. and Eileen Parker, his wife, to Capital City Federal Savings & Loan Association of Annapolis, Maryland, dated June 5, 1978, and recorded among the Land Records of Queen Anne's County in Liber 136, page 140, respectfully shows that after giving bond with security for the faithful discharge of his trust which was duly filed and approved, and having given notice of time, place, manner and terms of sale by advertisements inserted in the QUEEN ANNE'S RECORD-OBSERVER, a newspaper published in Queen Anne's County, Maryland, for more than three successive weeks preceding the date of sale, said Assignee did pursuant to said notice on the 20th day of February, 1981, attend the sale at the premises described above and sold the fee simple property described above to Capital City Federal Savings & Loan Association of Annapolis, Maryland, whose post office address is 26 West Street, Annapolis, Maryland, at and for the sum of Ninety-Five Thousand Dollars ($95,000.00), being the highest bidder therefor.

RECEIVED
CLERK, CIRCUIT COURT
1981 MAR 18 AM 9 24
QUEEN ANNE'S COUNTY

Carl J. Tenner, Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY this 11 day of March, 1981, personally appeared CARL J. TENNER, Assignee, and he acknowledged the foregoing Report of Sale as true and correct to the best of his information, knowledge and belief, and he further certified that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

Leslie S. Metzger
Notary Public

ORDER NISI ON SALE

CARL J. TENNER, Assignee vs. JAMES B. PARKER, SR. and EILEEN PARKER, his wife	In the Circuit Court for Queen Anne's County In Equity Cause No. 6816

ORDERED, this 18th day of March, 19 81, that the sale of the real property, made and reported in this cause by Carl J. Tenner, Assignee, be ratified and confirmed, on or after the 20th day of April, 19 81, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 13th day of April, 19 81.

The report states the amount of sales to be $ 95,000.00.

Marguerite H. Mankin Clerk

Filed March 18, 1981

LIBER 13 PAGE 381

LIBER 13 PAGE 382

Fidelity and Deposit Company

Equity #6816 HOME OFFICE OF MARYLAND BALTIMORE, MD. 21203

KNOW ALL MEN BY THESE PRESENTS: ADDITIONAL BOND No. 951 25 14

That we, CARL J. TENNER

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 (ADDITIONAL) FIVE THOUSAND AND 00/100 - ($5,000.00) - 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 20th day of February in the year of our Lord 1981

Whereas, the above bounden Carl J. Tenner

by virtue of the power contained in a mortgage from James B. Parker, Sr., and Eileen Parker, his wife

to Capital City Federal Savings and Loan Association of Annapolis

bearing date the 5th day of June, 1978 and recorded among the mortgage records of Queen Anne's County, Maryland

in Liber No. 136 Folio 140 and

Carl J. Tenner, Assignee

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Carl J. Tenner

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 Carl J. Tenner

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:

Carl J. Tenner (SEAL)

Carl J. Tenner

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Ardis D. King As to Surety By John H. Hopkins, IV Attorney-in-Fact

J3228(MD)—500, 11-76 201940
Formerly MD3225a
Mortgagee's or Attorney's Bond

MAY RECORDED AND RETURNED TO: March 4, 1981

LIBER 3 PAGE 89

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR. , Vice-President, and C. W. ROBBINS , Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint John H. Hopkins, IV and Ardis D. King, both of Annapolis, Maryland, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed any and all bonds and undertakings, each in a penalty not to exceed the sum of TWO HUNDRED THOUSAND DOLLARS ($200,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of John H. Hopkins, IV, dated, June 2, 1976.

The said Assistant Secretary does hereby certify that the aforegoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 18th day of December, A.D. 19 78.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

SEAL

ATTEST:

C W Robbins
Assistant Secretary

By C M Pecot
Vice-President

STATE OF MARYLAND }
CITY OF BALTIMORE } SS:

On this 18th day of December, A.D. 19 78, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

MELINDA T. HAUS NOTARY PUBLIC BALTIMORE CITY, MD.

Melinda T Haus
Notary Public Commission Expires July 1, 1982

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 20th day of February, 19 81

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Assistant Secretary

L1419Ctf.—1M, 6-80 210997

LIBER 13 PAGE 383

Centreville, Md. 5-22 19 81

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 3 successive weeks before the 20th day of February 19 81. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 4th day of February 19 81, and the last insertion on the 18th day of February 19 81.

Publishers, Record Observer

Per Margie Freeman

RECEIVED
CLERK, CIRCUIT COURT
1981 MAY 22 PM 1:40
QUEEN ANNE'S COUNTY

CARL J. TENNER, SOLICITOR
124 South Street
Annapolis, Maryland 21401

Assignee's Sale
of
Valuable Fee Simple Property

Parcel No. 40, Hemsley Drive, Plat Two, Governor Grason Manor

Under and by virtue of the power and authority contained in a certain Mortgage from James B. Parker, Sr. and Eileen Parker, his wife to Capital City Federal Savings and Loan Association of Annapolis, Maryland, dated June 5, 1978, and recorded among the Land Records of Queen Anne's County, Maryland in Liber 136, page 140, defaults as defined in said Mortgage having accured, and at the request of the party secured thereby, the undersigned as Assignee of said Mortgage will offer for sale at Public Auction on the premises on:

Friday, Feb. 20, 1981
at 10:00 a.m.

ALL THAT LOT OF GROUND situate and lying in the Fifth Election District of Queen Anne's County, State of Maryland and described as follows:

BEING more particularly shown and described as Parcel No. 40, as set out on a plat entitled "Plat Two, Governor Grason Manor, part of the Lands of Wye River Farms, Inc., Fifth Election District, Queen Anne's County, Maryland," dated March 1974, prepared by J.R. McCrone, Jr., Inc., among the Land Records of Queen Anne's County, Maryland, in Liber CWC No. 83, folio 766, and in Plat Book C.W.C. No. 2, folio 40, containing 2.09 acres of land, more or less to which plat reference is hereby made for a particular description of the lot of land hereby conveyed by metes and bounds, courses and distances.

The property is in fee simple and improved by a dwelling.

TERMS OF SALE: A deposit of $5,000.00, payable in cash or by certified check will be required from purchaser at time and place of sale; balance in cash at settlement which must occur within 10 days following final ratification of sale by the Circuit Court for Queen Anne's County, time being of the essence. Interest to be paid on the unpaid purchase price at the rate of Nine (9%) Percent per annum from date of sale to date of settlement. Taxes, public charges, assessments and all other public charges payable on an annual basis including sanitary and/or metropolitan district charges, if any, to be adjusted to date of sale and assumed thereafter by purchaser. Cost of all documentary stamps and transfer taxes, if any to be paid by purchaser.

CARL J. TENNER, ASSIGNEE

Robert H. Campbell, Auctioneer
121 Prince George Street
Annapolis, Maryland 21401
263-5808

RO2-4-3-045

Centreville, Md. 5-22 19 81

We Hereby Certify

That the annexed advertisement of ORDER OF 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 13th day of APRIL 19 81. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 25th day of MARCH 19 81, and the last insertion on the 8th day of APRIL 19 81.

Publishers, Record Observer

Per Margie Freeman

ORDER NISI ON SALE
CARL J. TENNER,
Assignee
vs.
JAMES B. PARKER, SR.
and
EILEEN PARKER,
his wife
In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 5816

ORDERED, this 18th day of March, 1981, that the sale of the real property, made and reported in this cause by Carl J. Tenner, Assignee, be ratified and confirmed, on or after the 29th day of April, 1981, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 13th day of April, 1981.

The report states the amount of sales to be $95,000.00.

MARGUERITE W. MANKIN
Clerk
TRUE COPY, TEST:
MARGUERITE W. MANKIN
CLERK
BY: Betty M. Comegys
DEPUTY CLERK
Filed March 18, 1981
RO-3-25-3t-004

RECEIVED
CLERK, [illegible]
1981 MAY 22 PM 1:40
QUEEN ANNE'S COUNTY

LIBER 13 PAGE 385

CARL J. TENNER, ASSIGNEE	*	IN THE
vs.	*	CIRCUIT COURT
JAMES B. PARKER, SR. and EILEEN PARKER	*	FOR
	*	QUEEN ANNE'S COUNTY
	*	EQUITY NO. 6816

FINAL ORDER OF RATIFICATION ON TRUSTEE'S REPORT OF SALE

ORDERED BY THE COURT, This 22nd day of May, 1981, that the sale made and reported by the Trustee, CARL J. TENNER aforesaid, be and the same is hereby finally Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Clayton C. Carter

CLAYTON C. CARTER Judge

RECEIVED
CLERK, CIRCUIT COURT
1981 MAY 22 PM 2:22
QUEEN ANNE'S COUNTY

CARL J. TENNER, Assignee	IN THE CIRCUIT COURT FOR
vs.	QUEEN ANNE'S COUNTY
JAMES B. PARKER, SR. and EILEEN PARKER, his wife	IN EQUITY No. 6816

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 Carl J. Tenner, 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 $3,827.23.

2. That in the within account, Carl J. Tenner, Assignee and vendor, is charged with the proceeds of sale made by him; and he is allowed thereafter his fee and commissions, per terms of mortgage; the advanced filing fee and costs of recording the assignment of mortgage; the amounts due on court costs; the bond premium; the Auctioneer's fee for crying said sale; the advertising costs; the state and county real estate taxes; the fee of your Auditor; and the balance was credited toward the principal and interest indebtedness.

May 25, 1981

J. Thomas Clark

J. Thomas Clark, Auditor

FILED
MAY 25 1981
CIRCUIT COURT
QUEEN ANNE'S CO.

CAUSE NO. 6816

The sale of land reported in this cause by Carl J. Tenner, Assignee and vendor, to sell and convey the land in this suit.

Dr.

1981
Feb. 20 By proceeds of sale of land, per report of said Assignee-------$95,000.00

Cr.

To Carl J. Tenner, Attorney's fee, per terms of mortgage, the sum of		$ 100.00
To Carl J. Tenner, Assignee, his commissions for making said sale, per terms of mortgage, the sum of		4,900.00
To do., for an amount paid Marguerite W. Mankin, Clerk, for advanced filing fee, the sum of		60.00
To do., for an amount paid Marguerite W. Mankin, Clerk, for recording assignment of mortgage, the sum of		6.00
To do., for amounts due Marguerite W. Mankin, Clerk, for the following:		
1-Appearance fee----------	$ 10.00	
2-Clerk's additional----------	106.00	116.00
To do., for amount paid Fidelity and Deposit Company, for the bond premium in this cause, the sum of		380.00
To do., for an amount paid Robert H. Campbell & Sons, Auctioneer, for crying said sale, the sum of		125.00
To do., for amounts paid Easton Publishing Division (Record Observer) for advertising costs, the sum of		157.50
To do., for an amount paid Treasurer of Queen Anne's County, for 1980-81 real estate taxes, the sum of		1,047.53

May 25, 1981

J. Thomas Clark

J. Thomas Clark, Auditor

To do., for an amount due J. Thomas Clark, Auditor, for:			
1-Stating this account----------	$ 45.00		
2-Notifying parties----------	15.00	$ 60.00	
To Capital City Federal Savings And Loan Association Of Annapolis, Maryland, for partial payment on principal and interest, per Statement of mortgage debt in the sum of $89,446.41, plus interest to 60 days after date of sale in the sum of $2,429.79, for a total of $91,876.20, the balance or the sum of		88,048.97	
		$95,000.00	$95,000.00

May 25, 1981

J. Thomas Clark

J. Thomas Clark, Auditor

CARL J. TENNER, Assignee	IN THE CIRCUIT COURT FOR
vs.	QUEEN ANNE'S COUNTY
JAMES B. PARKER, SR. and EILEEN PARKER, his wife	IN EQUITY
	No. 6816

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned Court Auditor hereby certifies that on May 25, 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:

Carl J. Tenner, Esquire
124 South Street
Annapolis, MD 21401

Floyd L. Parks, Esquire
P. O. Box 224
Chestertown, MD 21620

Kapital City Federal Savings
and Loan Association of
Annapolis, Maryland
26 West Street,
Annapolis, MD

James B. Parker, Sr.
and Eileen Parker
P. O. Box 145, Queen Anne's Colony
Stevensville, Maryland 21666

Pursuant to Md. Rule 595g, of the Maryland Rules of Procedure, I notified each of them that said account was filed on May 25, 1981, with the Clerk of the Circuit Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before June 9, 1981, and if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on June 10, 1981.

May 25, 1981

J. Thomas Clark
J. Thomas Clark, Auditor

FILED
MAY 25 1981
CIRCUIT COURT
QUEEN ANNE'S CO.

CARL J. TENNER, Assignee	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
	*	No. 6816
JAMES B. PARKER, SR., et al.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 25th day of May, 1981, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 10th day of June, 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 May 25, 1981

CARL J. TENNER, Assignee	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6816
	*	
JAMES B. PARKER, SR., et ux.	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 10th day of June, 1981, by the Court that the account of the Auditor is finally ratified and confirmed, and Carl J. Tenner, 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 June 10, 1981

KEVIN QUINN Post Office Box 387 Stevensville, Md. 21666	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.		
JAMES L. FAUDREE Route 1, Box 27 Chester, Md. 21619	*	FOR
and	*	QUEEN ANNE'S COUNTY
MARGARET A. WELSH Route 1, Box 27 Chester, Md. 21619	*	EQUITY NO. 6820
Defendants		

JAN 23-81 * 29220 *****60 00
JAN 23-81 A 929220 *****60 00

* * * * *

Mr. Clerk:

Please docket the above entitled case and file the Land Installment Contract by and between Kevin Quinn, as vendor and James L. Faudree and Margaret A. Welsh, as vendees, dated November 14, 1979 and recorded among the Land Records of Queen Anne's County in Liber M.W.M. 157, folio 428, attached hereto as Exhibit A.

RECEIVED
CLERK, CIRCUIT COURT
1981 JAN 23 PM 2:52
QUEEN ANNE'S COUNTY

Gabriel J. Poggi
Attorney for Plaintiff/Vendor
5 Crain Highway, N.E.
Post Office Box 728
Glen Burnie, Maryland 21061
766-8370

DOCUMENT NO. 100,367

LIBER 13 PAGE 394

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT INDEPENDENT LEGAL ADVICE.

LAND INSTALLMENT CONTRACT

THIS AGREEMENT OF SALE, made this 14th day of November, 1979, by and between KEVIN QUINN, Post Office Box 387, Stevensville, Maryland 21666, hereinafter referred to as "Seller" and JAMES L. FAUDREE and MARGARET A. WELSH, hereinafter referred to as "Buyer".

WITNESS that Seller does hereby bargain and sell unto the Buyer, and the latter does hereby purchase from the former, all that property with improvements thereon, situate and lying in Queen Anne's County, State of Maryland, and known as and described as follows: Parcel 152, Map 57.

The consideration shall be as follows:

1. Purchase Price:		$42,990.00
2. Settlement Costs:		
a. Recordation costs		30.00
b. Insurance - flood, fire, and comprehensive liability, payable to Buyer and/or Seller as their respective interests may appear in the amount of $42,000, (to be purchased by Buyer directly at $248.00)		
c. 1979-80 Real Property taxes (11/14/79 to 6/30/80)		164.88
d. 1980-81 Real Property taxes (2 months' escrowed in advance)		43.76
e. 2 months' insurance escrowed in advance		41.33
TOTAL COST TO BUYER		$43,269.97
Less deposit received	$ 990.00	
Less amount to be financed	42,000.00	42,990.00
AMOUNT DUE AT SETTLEMENT		$ 279.97

The above principal balance, with interest and with the following listed property expenses, shall be paid by Buyer to Seller at Post Office Box 387, Stevensville, Maryland 21666, in

LIBER 157 PAGE 427

12 consecutive monthly installments of $366.72 * each. Any or all of said installments may be accelerated at Buyer's option. Said monthly payments shall become due and payable on the 1st day of each and every month, with the first installment due on the 1st day of January, 1980.

Interest shall accrue at the rate of 8% per annum on the present unpaid purchase price.

The installment payments shall be applied by the Seller to (a) 1/12 of the annual real property taxes, (b) 1/12 of the annual insurance premiums, (c) interest on the unpaid balance owed by the Buyer, and (d) to the principal balance owed by the Buyer in the same ratio as a mortgage for $ 42,000.00 bearing interest at the rate of 8% per annum, amortized over a period of 25 years, with a balloon payment at the end of one year.

The principal balance of the unpaid purchase price shall be due and payable in full either (a) thirty (30) days after a sum equal to 12 consecutive monthly payments of $ 366.72 has been paid to Seller by Buyer or (b) thirty (30) days after 30% of the principal balance has been paid by Buyer to Seller, whichever occurs first.

The percentage of the annual real property taxes and insurance premiums shall be held in escrow by Seller until a sufficient sum is accumulated to pay said taxes and insurance premiums in full.

The present property expenses are as follows:

1. Annual real property taxes for the year 1979 - 80 ; $262.53

2. Insurance (fire, flood, comprehensive liability); $248.00

* $324.17 + 1/12 taxes $21.88 + 1/12 insurance $20.67 = $366.72

It is understood that taxes, water rent and other public charges may vary from time to time, and that in the event of any increase in such charges, the installment payments shall be increased accordingly, and that in the event of any decrease in such charges, the difference shall be credited to the unpaid balance of the purchase price.

The Seller shall (1) annually within thirty (30) days of the first of each calendar year, or (2) on demand of the Buyer, no more than twice a year and (3) thirty (30) days prior to the final balloon installment becoming due and payable, furnish to Buyer a statement showing:

A. The total amount paid for:

1. Ground rent, if any;

2. Insurance;

3. Taxes and other periodic charges.

B. The amount credited to principal and interest; and,

C. The balance due.

The Buyer agrees:

1. To keep the premises in good order and in as good condition as when received, the natural wear and decay of the property excepted.

2. That he will not assign or transfer this Agreement.

3. That all necessary alterations or repairs shall be made by him at his own expense.

4. That he will make the payments provided hereunder when and as they become due.

5. To maintain comprehensive liability, fire and flood insurance and Buyer further agrees that he will not do, suffer, or permit anything in or about the premises which will contravene the aforesaid policies of insurance against loss of any kind.

6. That he will not use or permit the use of the premises for purposes other than those of a dwelling.

7. That he will not rent the premises in whole or in part.

8. That he will comply with all local and other laws and regulations governing occupancy and use of the said premises.

Said property has been inspected by Buyer prior to the date of this Contract and Buyer accepts it in its present condition. There are no understandings or agreements as to any repairs, alterations, or additions to be now or hereafter made by the Seller. Until a deed is given by Seller to Buyer for the premises, Seller shall have the right to enter the premises at reasonable times for inspection purposes.

The Seller shall have the right at all times to mortgage the property and to maintain a mortgage or mortgages thereon.

The Seller has not received written notice from any public agency requiring repairs or improvements to be made to the property herein described.

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 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.

Ground rent, and water rent shall be adjusted and apportioned as of the date of possession, and all taxes, general or special and all other public or governmental charges or assessments against the premises which are or may be payable on

an annual basis (including Metropolitan District, Sanitary Commission or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the date hereof, or subsequent thereto), are to be adjusted and apportioned as of the date of possession and are to be assumed and paid thereafter by Buyer, whether assessments have been levied or not as of the date of possession. Possession of the premises shall be given to Buyer as of 11/14/79. Cost of all documentary stamps and transfer taxes required by law shall be paid by Buyer at the time of settlement. Seller shall have the right to name the time and place of settlement.

The herein described property is to be held at the risk of the Buyer beginning with the date hereof. 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, including Sellers' mortgagee if any, as their interests may appear, and shall continue said insurance in force during the life of this contract at the expense of the Buyer.

DEFAULT: Failure of the Buyer to make payments as herein provided or to abide by and perform all the terms, covenants, conditions and obligations of this contract shall constitute a default. Seller shall serve written notice of any default and Buyer shall have thirty (30) days from his receipt of said notice of default to cure same. Additionally, Buyer agrees to pay a late charge of 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 Seller more than five (5) calendar days after the due date thereof to cover the extra expense involved in handling delinquent payments.

Upon any default being made in the payment of said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this contract, then the whole debt hereby secured and then unpaid may thereupon be

declared to be due and payable, at the option of the Seller.

And the said Buyer hereby declares his assent to the passage of a decree for the sale of the herein property at any time after a default has occurred in any of the covenants of this contract, as herein provided; and the said Buyer hereby authorizes the said Seller, or the duly authorized agent of the Seller, after any default shall have occurred as aforesaid, to sell the 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 Rule W79 of the Maryland Rules of Procedure or under any other general or local laws of the State of Maryland relating to Land Installment Contracts 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 Contract, the proceeds shall be applied as follows:

1. To repayment of all expenses incident to said sale, including a counsel fee of Three Hundred Dollars ($300.00) for conducting the proceedings if without contest, but if legal services be rendered to the Seller, or to the Trustee, or party selling under the power of sale in connection with any contested matter in the proceedings, then such additional counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper, and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland.

2. To the payment of all claims of the Seller hereunder, whether the same shall have matured or not, including interest thereon until ratification of the final audit;

3. And the balance, if any, to the said Buyer, or to whomsoever may be entitled to the same.

And in the event that the debt shall be paid after any advertisement of said property, but before sale thereof, the Buyer hereby covenants to pay also, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this contract, and a commission on the total amount of the indebtedness, principal and interest, equal to one-half the percentage allowed as commission to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland; but said sale may be proceeded with unless, prior to the day appointed therefor, payment be made of said principal and interest, costs, expenses, and commission.

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, and recordation tax and transfer tax, where required by law shall be paid by the Buyer at the time of settlement.

WITNESS the hands and seals of the parties hereto the day and year first above written.

Witness to all,
Gabriel J. Poggi

Kevin Quinn (SEAL)

SELLER

James L. Faudree (SEAL)

Margaret A. Welsh (SEAL)

BUYERS

NOTICE TO BUYER

You are entitled to a copy of this contract at the time you sign it.

Witness:

Gabriel J. Poggi

James L. Faudree (SEAL)
James L. Faudree

Margaret A. Welsh (SEAL)
Margaret A. Welsh

BUYERS

NOTICE TO BUYER: In the event of default, the purchaser may be liable to a default judgment. Within fifteen (15) days after this contract has been signed by both Seller and Buyer, Seller shall cause this contract to be recorded among the Land Records of the County or City in which the property lies and shall mail the recordation receipt therefor to the Buyer.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 14th day of November, 1979, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared KEVIN QUINN, the above Seller, and he acknowledged the foregoing Land Installment Contract to be his act.

AS WITNESS my hand and Notarial Seal.

Patricia B. Rowland
Patricia B. Rowland

PATRICIA B. ROWLAND NOTARY PUBLIC Anne Arundel Co., Md.

My Commission Expires:

7/1/82

STATE OF MARYLAND, ANNE ARUNDEL County, to wit:

I HEREBY CERTIFY, that on this 14th 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 L. FAUDREE and MARGARET A. WELSH the above Buyers, and they acknowledged the foregoing Land Installment Contract to be their act.

AS WITNESS my hand and Notarial Seal.

Patricia B. Rowland

Patricia B. Rowland

PATRICIA B. ROWLAND NOTARY PUBLIC Anne Arundel Co., Md.

My Commission Expires:

7/1/82

NOV 15-79 * 25503 *****30.00
NOV 15-79 A 25503 *****30.00

RECEIPT FOR COPY OF THIS CONTRACT

The undersigned Buyers hereby acknowledge receipt of a copy of the foregoing Contract, this 14th day of November, 1979.

Witness:

Gabriel J. Poggi

James L. Faudree (SEAL)
James L. Faudree

Margaret A. Welsh (SEAL)
Margaret A. Welsh

BUYERS

RECEIVED
CLERK, CIRCUIT COURT
1979 NOV 15 AM 10: 28
QUEEN ANNE'S COUNTY

KEVIN QUINN	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
JAMES L. FAUDREE, ET AL	*	QUEEN ANNE'S COUNTY
Defendants	*	EQUITY NO. 6820

* * * * *

STATEMENT OF DEBT

Statement of Debt of Kevin Quinn, Vendor/Plaintiff, pursuant to the Land Installment Contract between said Vendor/Plaintiff and James L. Faudree and Margaret A. Welsh, as Vendees, the aforesaid Land Installment Contract being dated November 14, 1979 and recorded among the Land Records of Queen Anne's County in Liber M.W.M. 157, folio 428.

Principal Balance due 6/180 .....$41,776.19

Interest from 6/1/80 to 11/18/80 ..... 1,441.45

TOTAL $43,217.64

Plus per diem interest ($9.15) from November 18, 1980.

Kevin Quinn

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 23rd day of ~~December~~ January, 1981, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared KEVIN QUINN, Plaintiff/Vendor, and made oath that the foregoing is a true statement of the amount of the claim under the Land Installment Contract filed in this case, and now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

Patricia B. Rowland

Patricia B. Rowland

PATRICIA B. ROWLAND NOTARY PUBLIC Anne Arundel Co., Md.

My Commission Expires: 7/1/82

KEVIN QUINN	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
JAMES L. FAUDREE, et al	*	QUEEN ANNE'S COUNTY
Defendants	*	EQUITY NO. 6820

* * * * *

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 23rd day of January, 1981, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared KEVIN QUINN, and made oath in due form of law that he knows the Defendants herein and that to the best of his information, knowledge and belief:

1. Said Defendants are not in the Military Service of the United States of America;

2. Said Defendants are not in the Military Service of any Nation allied with the United States of America;

3. Said Defendants have not been ordered to report for induction under the Selective Training and Service Act;

4. Said Defendants are not members of the Enlisted Reserve Corps who have been ordered to report for Military Service.

Kevin Quinn

Sworn to and subscribed to before me the day and year first above written.

Patricia B. Rowland

Patricia B. Rowland

PATRICIA B. ROWLAND NOTARY PUBLIC Anne Arundel Co., Md.

My Commission Expires: 7/1/82

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE, MD. 21203*

EQUITY 6820

Bond No. 951 25 03

KNOW ALL MEN BY THESE PRESENTS:

That we, KEVIN QUINN 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 FIVE THOUSAND and 00/100 - ($5,000.00) - 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 12th day of February in the year of our Lord 1981

Whereas, the above bounden Kevin Quinn by virtue of the power contained in a Land Contract ~~mortgage~~ from James L. Faudree and Margaret A. Welsh to Kevin Quinn bearing date the 14th day of November, 1979 and recorded among the mortgage records of Queen Anne's County, Maryland in Liber MWM No. 157 Folio 428 and Kevin Quinn is about to sell the land and premises described in said Land Contract ~~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 Kevin Quinn 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 Kevin Quinn 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:

Karen M. Dykes

Kevin Quinn (SEAL)
Kevin Quinn

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Ardis D. King *As to Surety* By John H. Hopkins IV
Ardis D. King John H. Hopkins, IV *Attorney-in-Fact*

J3228(MD)—500, 11-76 201940
Formerly MD3228a
Mortgagee's or Attorney's Bond

APPROVED AND BOND FILED ON February 18, 1981

LIBER 3 PAGE 77 LIBER 13 PAGE 405

UBER 13 PAGE 406

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR. , Vice-President, and C. W. ROBBINS , Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint John H. Hopkins, IV and Ardis D. King, both of Annapolis, Maryland, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of TWO HUNDRED THOUSAND DOLLARS ($200,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of John H. Hopkins, IV, dated, June 2, 1976.

The said Assistant Secretary does hereby certify that the aforegoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 18th day of December, A.D. 19 78

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

FIDELITY AND DEPOSIT COMPANY OF MARYLAND SEAL

ATTEST:

C W Robbins
Assistant Secretary

By C M Pecot
Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE } SS:

On this 18th day of December, A.D. 19 78, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

MELINDA T. HAUS NOTARY PUBLIC BALTIMORE CITY, MD.

Melinda T Haus
Notary Public Commission Expires July 1, 1982

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 12th day of February, 19 81

W C Bestrup
Assistant Secretary

L1419Ctf.—1M, 6-80 210997

KEVIN QUINN	*	IN THE
Plaintiffs	*	CIRCUIT COURT
vs.	*	FOR
JAMES L. FAUDREE and MARGARET A. WELSH	*	QUEEN ANNE'S COUNTY
Defendants	*	EQUITY NO. 6820

* * * * *

MR. CLERK:

Pursuant to Rule W74a2(b) of the Maryland Rules of Procedure, I am attaching hereto, for filing in the above entitled cause, the following:

1. A copy of the required Notice which was addressed to the Defendants on February 12, 1981, one such Notice being forwarded to each of them at the following address: 103 Hollins Ferry Road, Glen Burnie, Maryland 21061.

2. Records of the mailing and the receipts for the Notices, said receipts having been signed by the Defendants on February 14, 1981.

Kevin Quinn, Vendor

Gabriel J. Poggi
Attorney for Vendor
5 Crain Highway, N.E.
Post Office Box 728
Glen Burnie, Md. 21061
766-8370

RECEIVED
CLERK, CIRCUIT COURT
1981 FEB 19 PM 3:50
QUEEN ANNE'S COUNTY

February 12, 1981

NOTICE PURSUANT TO RULE W74 a 2(b)
OF
MARYLAND RULES OF PROCEDURE

REGISTERED MAIL - RETURN RECEIPT REQUESTED

Mr. James L. Faudree
103 Hollins Ferry Road
Glen Burnie, Maryland 21061

and

Ms. Margaret A. Welsh
103 Hollins Ferry Road
Glen Burnie, Maryland 21061

Dear Mr. Faudree and Ms. Welsh:

As the Vendor in a foreclosure proceeding docketed on January 23, 1981, in the Circuit Court for Queen Anne's County, Maryland, entitled:

Kevin Quinn v. James L. Faudree and Margaret A. Welsh

I am hereby giving you notice that the premises known as Rt. 1, Box 27, Md. Rt. 19, Chester, Queen Anne's County, Maryland, on which you executed a Land Installment Contract on November 14, 1979, for the purchase thereof for a total cost of Forty Three Thousand Two Hundred Sixty Nine and 97/100 Dollars ($43,269.97) plus interest and escrow payments as therein specified, will be offered for public sale at the premises on:

Monday, February 23, 1981 at 2:00 p.m.

The terms under which the sale will be made are as follows:

A deposit of Five Thousand Dollars ($5,000.00), payable in cash, certified check or by cashier's check will be required

from purchaser at time of sale. Balance of purchase price in cash immediately upon ratification of sale by the Circuit Court for Queen Anne's County, interest to be paid on unpaid purchase price at the rate of 8% per annum from date of sale to date of settlement.

Taxes, water, and other municipal liens and charges, general and special, and all other public or governmental charges or assessments against the premises which are or may be payable on an annual basis (including Kent Island, Queen Anne's County or other benefit charges, assessments, liens, or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the date hereof or subsequent thereto) are to be adjusted and apportioned as of the date of sale and are to be assumed and paid thereafter by the Buyer, whether assessments have been levied or not as of the date of sale. Cost of all documentary stamps and transfer taxes shall be borne by the purchaser.

Robert H. Campbell and Sons are the auctioneers which I have engaged to call the sale at the premises, as above set out, on the date and at the hour hereinabove specified.

Sincerely,

Kevin Quinn

All Entries MUST be in Ball Point Pen or Typed

POST OFFICE COMPLETION

REGISTERED NO. 3705

Reg. Fee $ 3.00 | Special Delivery $
Handling Charge $ | Return Receipt $
Postage $ .15 | Restricted Delivery $

RECEIVED BY [signature] AIRMAIL

POSTMARK OF MAILING OFFICE — GLEN BURNIE MD FEB 13 1981

CUSTOMER COMPLETION (Please Print)

FULL VALUE $

FROM: Blondell + Poggi
P.O. Box 728
Glen Burnie Md. ZIP CODE 21061

TO: James L. Faudree
103 Hollins Ferry Rd.
Glen Burnie, Md ZIP CODE 21061

PS FORM 3806 Sept. 1979 RECEIPT FOR REGISTERED MAIL (Customer Copy)

All Entries MUST be in Ball Point Pen or Typed

POST OFFICE COMPLETION

REGISTERED NO. 3706

Reg. Fee $ 3.00 | Special Delivery $
Handling Charge $ | Return Receipt $
Postage $ .15 | Restricted Delivery $

RECEIVED BY [signature] AIRMAIL

POSTMARK OF MAILING OFFICE — GLEN BURNIE MD FEB 13 1981

CUSTOMER COMPLETION (Please Print)

FULL VALUE $

FROM: Blondell + Poggi
PO Box 728
Glen Burnie, Md ZIP CODE 21061

TO: Ms Margaret A. Welsh
103 Hollins Ferry Rd
Glen Burnie Md ZIP CODE 21061

PS FORM 3806 Sept. 1979 RECEIPT FOR REGISTERED MAIL (Customer Copy)

PS Form 3811, Jan. 1975 — RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
- [x] Show to whom and date delivered..... 15¢
- [ ] Show to whom, date, & address of delivery.. 35¢
- [ ] RESTRICTED DELIVERY. Show to whom and date delivered..... 65¢
- [ ] RESTRICTED DELIVERY. Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:
Mr. James L. Faudree
103 Hollins Ferry Road
Glen Burnie, Md. 21061

3. ARTICLE DESCRIPTION:
REGISTERED NO. 3705 | CERTIFIED NO. | INSURED NO.

(Always obtain signature of addressee or agent)

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

4. DATE OF DELIVERY 2-14-81 POSTMARK FEB 14 1981

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

☆ GPO: 1975—O-568-047

PS Form 3811, Jan. 1975 — RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
- [x] Show to whom and date delivered..... 15¢
- [ ] Show to whom, date, & address of delivery.. 35¢
- [ ] RESTRICTED DELIVERY. Show to whom and date delivered..... 65¢
- [ ] RESTRICTED DELIVERY. Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:
Ms. Margaret A. Welsh
103 Hollins Ferry Road
Glen Burnie, Md. 21061

3. ARTICLE DESCRIPTION:
REGISTERED NO. 3706 | 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 2-14-81 POSTMARK FEB 14 1981

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

☆ GPO: 1975—O-568-047

KEVIN QUINN	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
JAMES L. FAUDREE, et al	*	QUEEN ANNE'S COUNTY
Defendants	*	EQUITY NO. 6820

* * * * *

AFFIDAVIT OF COMPLIANCE WITH RULE W79(b)

I HEREBY CERTIFY, that on this 20th day of February, 1981, before me, the subscriber, a Notary Public of the State of Maryland, Anne Arundel County, personally appeared KEVIN QUINN, and he made oath that he did comply in all respects with Rule W79(b) by sending on November 18, 1980, by registered mail, the notice required by said rule to James L. Faudree and Margaret A. Welsh.

Kevin Quinn

Kevin Quinn

WITNESS my hand and Notarial Seal.

Patricia B. Rowland

Patricia B. Rowland, Notary

PATRICIA B. ROWLAND NOTARY PUBLIC Anne Arundel Co., Md.

My Commission Expires: 7/1/82

RECEIVED
CLERK, CIRCUIT COURT
1981 MAR -2 PM 4:25
QUEEN ANNE'S COUNTY

LIBER 13 PAGE 412

BLONDELL AND POGGI

ATTORNEYS AT LAW

MARYLAND NATIONAL BANK BUILDING
5 CRAIN HIGHWAY, N. E.
POST OFFICE BOX 728
GLEN BURNIE, MARYLAND 21061

JOHN A. BLONDELL
GABRIEL J. POGGI

AREA CODE 301
766-8370

March 2, 1981

Clerk of the Circuit Court
for Queen Anne's County
Equity Department
Courthouse
Post Office Box 460
Centreville, Md. 21617

Re: Quinn v. Faudree and Welsh
Equity No. 6820

Dear Mr. Clerk:

Please file the enclosed Affidavit of Purchaser, Auctioneer's Certificate and Advertisement in the above captioned matter.

Sincerely,

Gabriel J. Poggi

GJP:pbr
Encls.

AFFIDAVIT OF PURCHASER(S)

I HEREBY CERTIFY, that on this 23rd day of February, 1981, before the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared Kevin Quinn, the purchaser(s) of the property described in the attached advertisement, and made oath in due form of law that (1) he was/~~were~~ not acting as agent for anyone; (2) there ~~was~~/are not no other persons or corporations interested in the purchase as principals; and (3) he had not directly or indirectly discouraged anyone from bidding for the said property.

Witness:

Patricia B. Rowland — Patricia B. Rowland

Kevin Quinn — Kevin Quinn

WITNESS my hand and Notarial Seal this 23 day of February, 1981.

Patricia B. Rowland
Notary Public
Patricia B. Rowland

PATRICIA B. ROWLAND NOTARY PUBLIC Anne Arundel Co. Md.

My Commission Expires: 7/1/82

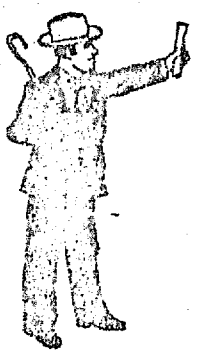
RECEIVED
CLERK, CIRCUIT COURT
1981 MAR -4 AM 9:47
QUEEN ANNE'S COUNTY

LIBER 13 PAGE 413

LIBER 13 PAGE 414

TELEPHONE
301-268-5808

ROBERT H. CAMPBELL & SONS
Auctioneers & Appraisers
ESTABLISHED 1947
LICENSED AUCTIONEERS AND APPRAISERS OF REAL ESTATE AND PERSONAL PROPERTY
MEMBER NATIONAL & STATE AUCTIONEERS ASSOCIATIONS
121 PRINCE GEORGE STREET
ANNAPOLIS, MARYLAND 21401



AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 23 day of February, 1981, sold the property described in the attached advertisement, unto KEVIN QUINN at and for the sum of TWENTY EIGHT THOUSAND Dollars ($28,000.00) being then and there the highest bidder (s) therefore and that the sale was fairly made.

Robert H. Campbell, Auctioneer

RECEIVED
CLERK, CIRCUIT COURT
1991 MAR -4 AM 9:47
QUEEN ANNE'S COUNTY

Blondell and Poppi
Attorneys At Law
8 Crain Highway
Post Office Box 728
Glen Burnie, Maryland 21061

VENDORS' SALE
OF
VALUABLE FEE SIMPLE PROPERTY

RT. 1, BOX 27, MD. RT. No. 18
CHESTER, QUEEN ANNE'S CO., MD.

Under and by virtue of the power and authority contained in a certain Land Installment Contract (Contract) between Kevin Quinn (vendor) and James L. Faudree and Margaret A. Welsh (vendees) dated November 14, 1979 and recorded in the Land Records of Queen Anne's County in Liber M.W.M. 157, Folio 428, defaults having occurred, the undersigned vendor will offer for sale at public auction on the premises on

February 23, 1981
at 2:00 p.m.

ALL THAT LOT OF GROUND AND THE IMPROVEMENTS thereon, situate in Queen Anne's County, and described as follows:

Parcel 152, Map 57, Kent Island, Queen Anne's County, the improvements thereon being known as Rt. 1, Box 27, Chester, Md. 21619.

The property is in fee simple and improved by a one and one-half story single family frame dwelling on a crawl space, containing three bedrooms, one bath, kitchen, dining room, living room and detached garage.

The property is subject to a prior mortgage, the exact amount of which will be announced at the time of sale.

The property will be sold in "as it" condition.

The property will be sold subject to conditions, restrictions and agreements of record, affecting same, if any, and such state of facts that an accurate survey or physical inspection of the premises might disclose.

Terms of Sale: A deposit of $5,000.00, payable in cash, certified check or by cashier's check will be required from purchaser at time of sale. Balance of purchase price in cash immediately upon ratification of sale by the Circuit Court for Queen Anne's County, interest to be paid on unpaid purchase price at the rate of 8 percent per annum from date of sale to date of settlement.

Taxes, water, and other municipal liens and charges, general and special, and all other public or governmental charges or assessments against the premises which are or may be payable on an annual basis (including Kent Island, Queen Anne's County or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the date hereof or subsequent thereto) are to be adjusted and apportioned as of the date of sale and are to be assumed and paid thereafter by the Buyer, whether assessments have been levied or not as of the date of sale. Cost of all documentary stamps and transfer taxes shall be borne by the purchaser.

KEVIN QUINN
Vendor
Robert H. Campbell & Sons,
Auctioneers and Appraisers
121 Prince George Street
Annapolis, Maryland

RO-2-4-31-042

KEVIN QUINN	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
JAMES L. FAUDREE, et al	*	QUEEN ANNE'S COUNTY
Defendants	*	EQUITY NO. ~~6743~~ 6820

* * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Kevin Quinn, Vendor, empowered by the Land Installment Contract in the above entitled cause to make sale of that property known as Rt. 1, Box 27, Chester, Maryland 21619, in fee simple, in the proceedings in said cause mentioned respectfully shows, that the after giving bond with security for the faithful discharge of his trust as prescribed by said Land Installment Contract, which was duly approved, and having given notice of the time, place, manner, and terms of sale by advertisements inserted in The Record Observer newspaper, published in Queen Anne's County, for more than three successive weeks preceding the day of sale, said Vendor did pursuant to said notice on Monday, the 23rd day of February, 1981 at 2:00 p.m., attend on the premises, Rt. 1, Box 27, Chester, Maryland 21619 back unto himself at and for the price of Twenty Eight Thousand Dollars ($28,000.00), he being the highest bidder therefor in accordance with the terms and conditions of the advertisement of sale.

The Purchaser's Affidavit and Auctioneer's Affidavit have previously been filed herein.

Kevin Quinn, Vendor

RECEIVED
CLERK, CIRCUIT COURT
1981 MAR 18 AM 10:31
QUEEN ANNE'S COUNTY

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 13th day of March, 1981, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Kevin Quinn, Vendor, and made oath that the facts stated in the aforegoing Report of Sale are true as therein set forth and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Patricia B. Rowland

Patricia B. Rowland, Notary Public

PATRICIA B. ROWLAND NOTARY PUBLIC Anne Arundel Co., Md.

My Commission Expires; 7/1/82

ORDER NISI ON SALE

KEVIN QUINN

vs.

JAMES L. FAUDREE and
MARGARET A. WELSH

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

Cause No. 6820

ORDERED, this 18th day of March, 19 81, that the sale of the real property, made and reported in this cause by Kevin Quinn, Vendor, be ratified and confirmed, on or after the 20th day of April, 19 81, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 13th day of April, 19 81.

The report states the amount of sales to be $ 28,000.00.

Marguerite H. Mankin Clerk

Filed March 18, 1981

BLONDELL AND POGGI
ATTORNEYS AT LAW
MARYLAND NATIONAL BANK BUILDING
S CRAIN HIGHWAY, N. E.
POST OFFICE BOX 728
GLEN BURNIE, MARYLAND 21061

JOHN A. BLONDELL
GABRIEL J. POGGI

AREA CODE 301
766-8370

March 24, 1981

Clerk of the Circuit Court
for Queen Anne's County
Equity Department
Courthouse
Centreville, Md. 21617

Re: Quinn v. Faudree and Welsh
Equity No. 6820

Dear Mr. Clerk:

Please file the enclosed Auctioneer's bill in the above captioned matter.

Sincerely,

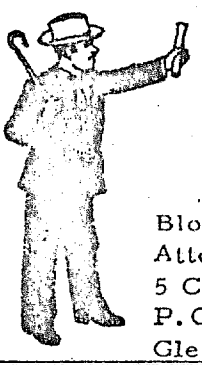
Gabriel J. Poggi

GJP:pbr
Encls.

RECEIVED
CLERK, CIRCUIT COURT
1981 MAR 26 AM 9 34
QUEEN ANNE'S COUNTY

LIBER 13 PAGE 420

TELEPHONE
301-263-5903



ROBERT H. CAMPBELL & SONS

Auctioneers & Appraisers

ESTABLISHED 1947

LICENSED AUCTIONEERS AND APPRAISERS OF REAL ESTATE AND PERSONAL PROPERTY

MEMBER NATIONAL & STATE AUCTIONEERS ASSOCIATIONS

121 PRINCE GEORGE STREET
ANNAPOLIS, MARYLAND 21401

February 25, 1981

Blondell and Poggi
Attorneys at Law
5 Crain Highway
P.O. Box 728
Glen Burnie, Maryland 21061

RE: Quinn vs. Faudree & Welsh
Chester,
Queen Anne's County
Maryland

Auctioneer's Fee	$250.00

RECEIVED
FEB 27

PER_____

Centreville, Md. 5-19 19 81

We Hereby Certify

That the annexed advertisement of

Vendor's 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 19th day of February 19 81. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 4th day of February 19 81, and the last insertion on the 18th day of February 1981.

Publishers, Record Observer

Per Maxine Freeman

RECEIVED FOR RECORD
CLERK OF CIRCUIT COURT
1981 MAY 19 AM 9:38
QUEEN ANNE'S COUNTY

Blendell and Peggi
Attorneys At Law
5 Crain Highway
Post Office Box 728
Glen Burnie, Maryland 21061

VENDOR'S SALE
OF
VALUABLE FEE SIMPLE PROPERTY

RT. 1, BOX 27, MD. RT. No. 18
CHESTER, QUEEN ANNE'S CO., MD.

Under and by virtue of the power and authority contained in a certain Land Installment Contract (Contract) between Kevin Quinn (vendor) and James L. Faucher and Margaret A. Welsh (vendees) dated November 14, 1978 and recorded in the Land Records of Queen Anne's County in Liber M.W.M. 157, Folio 428, defaults having occurred, the undersigned vendor will offer for sale at public auction on the premises on

February 28, 1981
at 2:00 p.m.

ALL THAT LOT OF GROUND AND THE IMPROVEMENTS thereon, situate in Queen Anne's County, and described as follows:

Parcel 152, Map 57, Kent Island, Queen Anne's County, the improvements thereon being known as Rt. 1, Box 27, Chester, Md. 21619.

The property is in fee simple and improved by a one and one-half story single family frame dwelling on a crawl space, containing three bedrooms, one bath, kitchen, dining room, living room and detached garage.

The property is subject to a prior mortgage, the exact amount of which will be announced at the time of sale.

The property will be sold in "as is" condition.

The property will be sold subject to conditions, restrictions and agreements of record, affecting same, if any, and such state of facts that an accurate survey or physical inspection of the premises might disclose.

Terms of Sale: A deposit of $5,000.00, payable in cash, certified check or by cashier's check will be required from purchaser at time of sale. Balance of purchase price in cash immediately upon ratification of sale by the Circuit Court for Queen Anne's County, interest to be paid on unpaid purchase price at the rate of 8 percent per annum from date of sale to date of settlement.

Taxes, water, and other municipal liens and charges, general and special, and all other public or governmental charges or assessments against the premises which are or may be payable on an annual basis (including Kent Island, Queen Anne's County or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the date hereof or subsequent thereto) are to be adjusted and apportioned as of the date of sale and are to be assumed and paid thereafter by the Buyer, whether assessments have been levied or not as of the date of sale. Cost of all documentary stamps and transfer taxes shall be borne by the purchaser.

KEVIN QUINN
Vendor
Robert H. Campbell & Sons,
Auctioneers and Appraisers
121 Prince George Street
Annapolis, Maryland

RO-2-4-3t-042

Centreville, Md. 5-19 19 81

We Hereby Certify

That the annexed advertisement of

Order of 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 9th day of April 19 81

And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 25th day of March 19 81, and the last insertion on the 8th day of April 1981.

Publishers, Record Observer

Per Marjorie Freeman

CLERK, CIRCUIT COURT

1981 MAY 19 AM 9 38

QUEEN ANNE'S COUNTY

ORDER NISI ON SALE
KEVIN QUINN
vs.
JAMES L. FAUDREE
and
MARGARET A. WELSH
In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 6920

ORDERED, this 18th day of March, 1981, that the sale of the real property, made and reported in this cause by Kevin Quinn, Vendor, be ratified and confirmed, on or after the 20th day of April, 1981, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 13th day of April, 1981.

The report states the amount to be $28,000.00.

MARGUERITE W. MANKIN
Clerk

TRUE COPY, TEST:
MARGUERITE W. MANKIN,
CLERK
BY: Betty M. Comegys
DEPUTY CLERK
Filed March 18, 1981

RO-3-25-3t 062

KEVIN QUINN

Plaintiff

vs.

JAMES L. FAUDREE and
MARGARET A. WELSH

Defendants

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

CASE NO. 6820

* * * * *

ORDER

ORDERED BY THE COURT, this 28th day of May, 1981, that the sale made and reported by Kevin Quinn, Vendor, aforesaid, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Vendor is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Clayton C. Carter

JUDGE

RECEIVED
CLERK OF THE COURT
1981 JUN 1 AM 9:55
QUEEN ANNE'S COUNTY

KEVIN QUINN

vs.

JAMESLL. FAUDREE, et al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 6820

TO THE HONORABLE, THE JUDGES OF SAID COURT:

1. This account is stated at the request of Kevin Quinn, vendor, wherein it appears that the proceeds of sale are insufficient to pay the principal debt, interest and expenses of sale, The deficiency appears to be in the sum of $19,373.90.

2. That in the within account, Kevin Quinn, vendor, is charged with the proceeds of sale made by him; and he is allowed thereafter the counsel fee per terms of mortgage, his commissions for making said sale, the court costs, the bond premium, the advertising costs, the auctioneer's fee, the adjustment of State and County taxes, the fee and expenses of your Auditor, and the balance was credited toward the principal and interest indebtedness.

July 17, 1981

J. Thomas Clark, Auditor

FILED

JUL 17 1981

CIRCUIT COURT
QUEEN ANNE'S CO.

Cause No. 6820

The sale of land reported in this cause by Kevin Quinn, vendor, to sell and convey the land in this suit.

Dr.

1981
Feb. 23 By proceeds of sald of land, per report of said vendor--------$28,000.00

Cr.

To Gabriel J. Poggi, for counsel fee, per terms of mortgage, the sum of		$ 300.00
To Kevin Quinn, his commissions for making said sale, the sumoof		1,550.00
To do., for an amount paid Marguerite W. Mahkin, Clerk, for advanced filing fee, the sum of		60.00
To do., for amounts due Marguerite W. Mankin, Clerk, for:		
1-Appearance fee----------	$ 10.00	
2-Clerk's additional--------	116.00	126.00
To do., for an amount paid John H. Hopkins, IV., for the bond premium in this cause, per receipt exhibited, the sum of		30.00
To do., for amounts paid Queen Anne's Record-Observer, per receipts exhibited, for:		
1-Advertising sale----------	$135.00	
2-Order Nisi on Sale--------	33.75	168.75
To do., for an amount paid Robert H. Campbell, Audtioneer, for crying said sale, per receipt exhibited, the sum of		250.00
To do., for an amount paid Treasurer of Queen Anne's County, for prorata share of State and County Real Estate taxes, adjusted to date of sale, the sum of		174.96

July 17, 1981

J. Thomas Clark

J. Thomas Clark, Auditor

To J. Thomas Clark, Auditor, for:		
1-Stating this account----------$45.00		
2-Notifying parties----------15.00	$ 60.00	
To Kevin Quimn, for partial payment on principal and interest, in the amount of $43,217.64, per Statement Of Mortgage Debt, plus interest to 60 days after date of sale in the sum of $1,436.55, for a total debt of $44,654.19, the abalance or the sum of	25,280.29	
	$28,000.00	$28,000.00

July 17, 1981

J. Thomas Clark

J. Thomas Clark, Auditor

KEVIN QUINN

vs.

JAMES L. FAUDREE, et al.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 6820

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on July 17, 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:

Gabriel J. Poggi, Esquire
5 Crain Highway, N.E.
P. O. Box 728
Glen Burnie, MD 21061

Kevin Quinn
P. O. Box 387
Stevensville, MD 21666

James L. Faudree
Route 1, Box 27
Chester, MD 21619

Margaret A. Welsh
Route 1, Box 27
Chester, MD 21619

Pursuant to Md. Rule 595, Maryland Rules of Procedure, I notified each of them that said account was filed on July 17, 1981, with the Clerk of the Circuit Court for Queen Anne's County, Centreville, Maryland, and that exceptions to said audit must be filed on or before August 3, 1981, and if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on August 4, 1981.

July 17, 1981

J. Thomas Clark, Auditor

FILED
JUL 17 1981
CIRCUIT COURT
QUEEN ANNE'S CO.

LIBER 13 PAG 428

KEVIN QUINN	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6820
JAMES L. FAUDREE, et al.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 17th day of July, 19 81, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 4th day of August, 19 81, 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. Rankin Clerk

Filed July 17, 1981

LAW OFFICES
CLARK & CLARK
P. O. BOX 208
CENTREVILLE, MD. 21617

CENTREVILLE MD
JUL 17
4 PM
1981
21617

FORWARDING ORDER EXPIRED

FAU 03 062350N1 07/25/81

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

James L. Faudree
Route 1, Box 27
Chester, MD 21619

(RETURN TO SENDER
(FAUDREE) DOES NOT
LIVE AT THIS ADDRESS

103 Rolling Berry
Glen Burnie, Md. 21061

LIBER 13 PAGE 429 6820

KEVIN QUINN	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6820
	*	
JAMES L. FAUDREE, et al.	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 4th day of August, 19 81, by the Court that the account of the Auditor is finally ratified and confirmed, and Kevin Quinn, Vendor, is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Marguerite H. Moakin Clerk

Filed August 4, 1981

AUG 11-81 * 25387 *****10.00
AUG 11-81 A 925387 *****10.00

KEVIN QUINN
P.O. Box 387
Stevensville, Md. 21666

vs.

JAMES L. FAUDREE
103 Hollins Ferry Road
Glen Burnie, Md. 21061

and

MARGARET A. WELSH
103 Hollins Ferry Road
Glen Burnie, Md. 21061

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

EQUITY NO. 6820

* * * * *

MOTION FOR DECREE IN PERSONAM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Motion of Kevin Quinn, Vendor, in the above entitled case respectfully shows:

That there still remains due and unsatisfied to your Petitioner upon the claim in the above entitled cause the sum of Nineteen Thousand Three Hundred Seventy Three and 90/100 Dollars ($19,373.90) as found and determined by the auditor's account herein, which said account has been by this Court finally ratified on the 4th day August, 1981.

That under the provisions of Rule W 75 of the Maryland Rules of Procedure, your petitioner is entitled to a decree in personam for said sum of Nineteen Thousand Three Hundred Seventy Three and 90/100 Dollars ($19,373.90) against the said James L. Faudree and Margaret A. Welsh, and each of them, being entitled to maintain an action at law against the Vendees upon the covenants contained in the Land Installment Contract filed in this case for the residue of the debt remaining unpaid and unsatisfied as aforesaid.

CLERK
1981 AUG 10 AM 9:38
QUEEN ANNE'S COUNTY

WHEREFORE, your Petitioner prays and moves for a decree in personam for the said sum of $19,373.90 against the said James L. Faudree and Margaret A. Welsh, vendees upon due notice being given by summons or otherwise as the Court may direct to the said vendees.

And as in duty &c.

Gabriel J. Poggi
Attorney for Kevin Quinn
5 Crain Highway, N.E.
Post Office Box 728
Glen Burnie, Md. 21061
766-8370

KEVIN QUINN	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
JAMES L. FAUDREE, et al	*	QUEEN ANNE'S COUNTY
Defendants	*	EQUITY NO. 6820

* * * * *

ORDER

The foregoing Motion for Decree In Personam having been read and considered, it is this thereupon ORDERED by the Circuit Court of Queen Anne's County, this 12th day of August, 1981, that the Clerk of this Court is hereby directed to issue the writ of summons directing James L. Faudree and Margaret A. Welsh to file on or before the 22nd day of September, 1981, a written answer or other defense, if any there be, to the Motion for Decree In Personam; the return day for said Summons to be September 7, 1981.

Clayton C. Carter
JUDGE

FILED
CLERK'S OFFICE
1981 AUG 12 PM 2:38
QUEEN ANNE'S COUNTY

LIBER 13 PAGE 434

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: SEPTEMBER Return Day

File No. 6820

Docket M.WM. #8

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: JAMES L. FAUDREE
103 Hollins Ferry Road
Glen Burnie, MD 21061

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

KEVIN QUINN
P. O. Box 387
Stevensville, Md. 21666

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

Issued 12th day of August, 19 81.

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 22, 1981, 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: Gabriel J. Poggi
Address: 5 Crain Highway, N.E.
Post Office Box 728
Glen Burnie, MD 21061
Name: 766-8370
Address:

Marguerite H. Manlove
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

568

JAN 13 AM 9:30

James L Faudree
103 Hollins Ferry Road
Glen Burnie, Md

Order
Sovereign Before
Sept 7, 1981
Moved 3 months ago no
forwarding address

8/14/81

SEP 7 1981

8/14/81 4:30 PM

UBER 13 PAGE 435

JAMES L. FAUDREE
103 Hollins Ferry Road
Glen Burnie, MD 21061

September

KEVIN QUINN
P. O. Box 367
Stevensville, Md. 21666

12th August 81

September 22, 1981

Sheriff of A.A. County
William R. Hughes

W. L. Hughes

Gabriel J. Foggi
5 Crain Highway, N.E.
Post Office Box 728
Glen Burnie, MD 21061
766-8170

NON EST
NON SUMT
REASON Moved

CLERK
1981 AUG 19 AM 10:10
BOARD ANNE'S COUNTY

LIBER 13 PAGE 436

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: September Return Day

File No. 6820

Docket M.W.M. #8

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: MARGARET A. WELSH
103 Hollins Gerry Road
Glen Burnie, MD 21061

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 KEVIN QUINN
P. O. Box 387
Stevensville, MD 21666

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

Issued 12th day of August, 1981.

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 22, 1981, 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: Gabriel J. Poggi
Address: 5 Crain Highway, N.E.
Post Office Box 728
Glen Burnie, MD 21061
Name: 766-8370
Address:

Marguerite H. Markin
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

NON EST ✓

NON SUNT

REASON Moved

William R Huggins

William R. Huggins,
Sheriff of A.A. County

1981 AUG 19 AM 10: 10
QUEEN ANNE'S COUNTY

568

Margaret A Welsh
103 Hollins Berry Road
Glen Burnie, Md

Order
Serve on or before
Sept 7, 1981
Moved 3 months ago no
forwarding address

8/14/81

8/14/81 4:30 PM

LIBER 13 PAGE 437

UBER 13 PAGE 438

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: September Return Day

File No. 6820

Docket M.W.M. #8

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:
JAMES L. FAUDREE
103 Hollins Ferry Road
Glen Burnie, MD 21061

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 KEVIN QUINN
P. O. Box 387
Stevensville, MD 21666

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

Issued 24th day of August, 19 81.

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 22, 1981, 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: Gabriel J. Poggi
Address: 5 Crain Highway, N.E.
Post Office Box 728
Glen Burnie, MD 21061
Name: 766-8370
Address:

Marguerite G. Franklin
Clerk

QUEEN ANNE'S COUNTY CIRCUIT COURT FOR MARYLAND

Copy of summons and proceedings mailed to Attorney for service.

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

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: September Return Day

File No. 6820

Docket M.H.H. 68

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:

MARGARET A. WELSH
103 Hollins Ferry Road
Glen Burnie, MD-21061

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

KEVIN QUINN
P. O. Box 387
Stevensville, MD 21666

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

Issued 24th day of August, 19 81.

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 22, 1981, 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: Gabriel J. Poggi
Address: 5 Crain Highways N.E.
Post Office Box 726
Glen Burnie, MD 21061
Name: 766-8370
Address:

Marguerite W. Nash
Clerk

Copy of summons and proceedings mailed to Attorney for service.

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

KEVIN QUINN	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
JAMES L. FAUDREE, et al	*	QUEEN ANNE'S COUNTY
Defendants	*	EQUITY NO. 6820

* * * * *

RETURN OF PRIVATE PROCESS SERVER

The undersigned hereby certifies that he executed service of process upon JAMES L. FAUDREE, one of the Defendants, on August 27, 1981 at 1306 Gill Street, Odenton, Maryland 21113, by delivering and leaving with him a copy of the Summons, Order, and Motion for Decree in Personam in the above captioned matter.

The undersigned further certifies that he is over eighteen years of age and is not a party to this action.

I do solemnly declare and affirm under the penalties of perjury that the matters and facts set forth herein are true and correct to the best of my knowledge, information and belief.

Walter Fennington

Walter Fennington

RECEIVED
CLERK, CIRCUIT COURT
1981 SEP 16 AM 9 41
QUEEN ANNE'S COUNTY

KEVIN QUINN	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
JAMES L. FAUDREE, et al	*	QUEEN ANNE'S COUNTY
Defendants	*	EQUITY NO. 6820

* * * * *

REQUEST FOR REISSUE OF SUMMONS

KEVIN QUINN, Plaintiff, by his attorney, Gabriel J. Poggi, requests a reissuance of the Summons in the above captioned case as to the Defendant, MARGARET A. WELSH, and as reasons therefore, states:

1. By Order of this Court of August 12, 1981, the Clerk of the Circuit Court for Queen Anne's County was directed to issue a writ of summons directing James L. Faudree and Margaret A. Welsh to file on or before the 22nd day of September, 1981, a written answer or other defense if any there be, to the Motion for Decree in Personam filed herein by the Plaintiff, Quinn and the return day for said summons was to be September 7, 1981.

2. James L. Faudree was served with the writ of summons by private process server on August 27, 1981.

3. Margaret A. Welsh was not served with the writ of summons prior to the return day and it is in this regard that the Plaintiff requests a reissuance of a summons.

WHEREFORE, Plaintiff prays:

a. That this Court order the Clerk of the Court to reissue a writ of summons directing Margaret A. Welsh to file on or before a day set forth in this Court's Order, a written answer

RECEIVED CLERK OF CIRCUIT COURT 1981 SEP 23 AM 8:45 QUEEN ANNE'S COUNTY

or other defense, if any there may be, to the Motion for Decree in Personam filed herein by the Plaintiff Quinn.

Gabriel J. Poggi
Attorney for Plaintiff
5 Crain Highway, N.E.
Post Office Box 728
Glen Burnie, Md. 21061
766-8370

KEVIN QUINN	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
JAMES L. FAUDREE, et al	*	QUEEN ANNE'S COUNTY
Defendants	*	EQUITY No. 6820

* * * * *

ORDER

Plaintiff's Request for Reissuance of the Summons in this matter, having been read and considered, it is this 1st day of October, 1981, by the Circuit Court for Queen Anne's County,

ORDERED, that the Clerk of this Court is hereby directed to reissue a writ of summons directing the Defendant, MARGARET A. WELSH, to file on or before the 17th day of November, 1981, a written answer or other defense, if any there may be, to the Motion for Decree in Personam previously filed herein by the Plaintiff, KEVIN QUINN, and the return day for said summons to be the 2nd day of November, 1981.

Clayton C. Carter
JUDGE

FILED
CLERK, CIRCUIT COURT
1981 OCT -1 PM 2:34
QUEEN ANNE'S COUNTY

KEVIN QUINN	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
JAMES L. FAUDREE, et al	*	QUEEN ANNE'S COUNTY
Defendants	*	EQUITY NO. 6820

* * * * *

REISSUE

Mr. Clerk:

Please reissue the Summons to the Defendant, MARGARET A. WELSH at the following address:

Margaret A. Welsh
1306 Gill Street
Odenton, Maryland 21113

and return it to the undersigned for private process service.

Gabriel J. Poggi
Attorney for Plaintiff
5 Crain Highway, N.E.
Post Office Box 728
Glen Burnie, Md. 21061
766-8370

RECEIVED
CLERK, CIRCUIT COURT
1981 SEP 16 AM 9:41
QUEEN ANNE'S COUNTY

FILED
OCT 1 1981
CIRCUIT COURT
QUEEN ANNE'S CO.

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: November Return Day

File No. 6820

Docket M.W.M. #8

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: MARGARET A. WELSH
1306 Gill Street
ODENTON, MD 21113

You are hereby summoned to the Circuit Court for Queen Anne's County to the November Return Day of this Court, to answer an action at the suit of KEVIN QUINN
P. O. Box 387
Stevensville, MD 21666

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

Issued 1st day of October, 19 81.

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 November 17, 1981, 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: Gabriel J. Poggi
Address: 5 Crain Highway, N.E.
Post Office Box 728
Glen Burnie, MD 21061
Name: 766-8370
Address:

Marguerite H. Menkin
Clerk

Copy of summons and proceedings mailed to attorney for service

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

KEVIN QUINN	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
JAMES L. FAUDREE, et al	*	QUEEN ANNE'S COUNTY
Defendant	*	EQUITY NO. 6820

* * * * *

RETURN OF PRIVATE PROCESS SERVER

The undersigned hereby certifies that he executed service of process on Margaret Welsh, one of the Defendants on October 27, 1981 at 4:00 p.m. at 1306 Gill Street, Odenton, Maryland 21113, by delivering and leaving with her a copy of the Summons, Order, and Motion for Decree in Personam in the above captioned matter.

The undersigned further certifies that he is over eighteen years of age and is not a party to this action.

I do solemnly declare and affirm under the penalties of perjury that the matters and facts set forth herein are true and correct to the best of my knowledge, information and belief.

Walter Fennington

Walter Fennington

RECEIVED
CLERK, CIRCUIT COURT
1981 OCT 30 AM 10:42
QUEEN ANNE'S COUNTY

KEVIN QUINN	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
JAMES L. FAUDREE, ET AL	*	QUEEN ANNE'S COUNTY
Defendants	*	EQUITY NO. 6820

* * * * *

DECREE IN PERSONAM

A Motion for Decree in Personam having been filed and the Defendants, JAMES L. FAUDREE, and MARGARET WELSH, being duly summoned and no cause to the contrary having been shown, it is this 30th day of November, 1981, by the Circuit Court for Queen Anne's County,

ADJUDGED, ORDERED and DECREED, that the decree of this Court be and is hereby entered in favor of Kevin Quinn, the Plaintiff herein for the sum of Nineteen Thousand Three Hundred Seventy Three and 90/100 Dollars ($19,373.90) against the said JAMES L. FAUDREE and MARGARET WELSH, with interest until paid from the date of final ratification of the Auditor's account herein, and all costs of suit accruing since ratification of said account.

RECEIVED
CLERK, CIRCUIT COURT
1981 DEC -1 AM 8:30
QUEEN ANNE'S COUNTY

Clayton C. Orler
JUDGE

LIBER 13 PAGE 448

J. DONALD BRADEN, Assignee Farmers National Bank Building Centreville, Maryland 21617 Plaintiff vs. TERRANCE L. SMITH and KRISTINE F. SMITH, his wife 27-559 Highway 74 Perris, California 92370 Defendants	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND Equity No. 6866

* * * * * * * * * * *

ORDER TO DOCKET FORECLOSURE OF MORTGAGE

APR -3-81 * 21190 *****61.00
APR -3-81 A 921190 *****61.00

Madam Clerk:

Please docket the above entitled cause of action, together with the original mortgage from Terrance L. Smith and Kristine F. Smith, to Earl Verrill and Michael Hite, co-partners, doing business as Zipper Records, dated June 6, 1978, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. 136, folio 208, attached as Exhibit A, and Statement of Debt under oath by J. Donald Braden, attorney, attached as Exhibit B and Statement of Military Service Affidavit, attached as Exhibit C, Exhibit A contains a power of sale, and default has occurred under said mortgage, and it has been assigned to J. Donald Braden, attorney, for purposes of foreclosure, as indicated in the attached assignment of mortgage attached as Exhibit D, said default being the failure to pay principal and interest when due.

J. Donald Braden

J. Donald Braden, Assignee
Farmers National Bank Building
Centreville, Maryland 21617
301-758-2828

RECEIVED
CLERK, CIRCUIT COURT
1981 APR -3 PM 4:15
QUEEN ANNE'S COUNTY

LIBER 136 PAGE 208

DOCUMENT NO. 93,548

This Mortgage, made this 6Th day of June, 1978, by and between TERRENCE L. SMITH and KRISTINE F. SMITH, his wife, parties of the first part, hereinafter referred to as the MORTGAGOR, and EARL VERRIL and MICHAEL HITE, Co-partners doing business as ZIPPER RECORDS, parties of the second part, hereinafter referred to as the MORTGAGEE.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporeaneous herewith, evidenced by a promissory note of even date herewith in the principal sum of TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) payable, with interest thereon from the date hereof at the rate of Nine per centum (9%) per annum on the unpaid principal until paid at the designated office of the holder, in the manner following:

The aforesaid indebtedness and the interest to accrue thereon shall be paid in the amounts and on the dates hereinafter enumerated. All interest then due and owing on the principal indebtedness shall be paid on the 5Th day of June, 1979, being one year from the date of the execution of this mortgage. All interest then due and owing on the principal indebtedness shall be paid on the 4Th day of June, 1980, being two years from the date of the execution of this mortgage. All principal and interest due and owing on the principal indebtedness shall be paid on the 3rd day of June, 1981, being three years from the date of the execution of this mortgage, so that the entire indebtedness of principal and interest still outstanding shall be paid to the Mortgagee at that time.

Prepayment of said indebtedness shall be permitted at any time, in whole or in part, without premium or penalty, with interest on any such prepayment ceasing as of the date of any such prepayment. This loan is for the purpose of carrying on a business and/or commercial investment.

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, as tenants in partnership, their personal representatives, heirs, 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 Third Election District of Queen Anne's County, Maryland, being known and designated as Lot No. 9 on a plat entitled, "Recovery, Third Election District, Queen Anne's County, Maryland," dated October 1, 1968, by Shew and Bartlett, registered engineers, recorded among the Land Records of Queen Anne's County in Liber CWC No. 38, folio 40, and in Plat Book Liber CWC No. 1, folio 26, reference being made to the aforesaid plat for a more particular description of the lands hereby intended to be conveyed. Containing 1.221 acres of land, more or less.

BEING the same land granted and conveyed to Terrence L. Smith and Kristine F. Smith, his wife, by Janie E. Ashley, by deed dated December 13, 1976, and recorded among the Land Records ofQueen Anne's County in Liber CWC No. 112, folio 570.

SUBJECT, nevertheless, to the restrictive covenants and conditions contained in a certain deed from Grove Creek Farm, Inc., to Ann M. Starkey dated the 6th day of November, 1968, and recorded among the Land Records of Queen Anne's County in Liber CWC No. 38, folio 214.

SUBJECT, ALSO, to a mortgage from Terrence L. Smith and Kristeine F. Smith, his wife, to The Centreville National Bank of Maryland, dated December 13, 1976, and recorded among the Land Records of Queen Anne's County in Liber CWC No. 112, folio 572.

SUBJECT, ALSO, to a mortgage from Terrence L. Smith and Kristine F. Smith, his wife, to Janie E. Ashley, dated December 13, 1976, and recorded among the Land Records of Queen Anne's County in Liber CWC No. 112, folio 574.

"EXHIBIT A"

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

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

AND the Mortgagor covenants with the Mortgagee as follows: (1) To repay the indebtedness, together with interest, secured by this mortgage, when due, (2) to keep the improvements on the premises insured against loss or damage by fire and such other hazards as may be required by the Mortgagee, to the amount of at least the insurable value thereof, in an insurance company or companies selected by the Mortgagee, and to have all said policies so framed or endorsed that the proceeds arising from said policies, in case of loss or damage, shall be payable to the Mortgagee only, and may, at his option, be applied to the extinguishment of the indebtedness and sums secured by this mortgage, whether then due or not, or used for the reconstruction of the improvements on the mortgaged property, and to deliver all said policies to the Mortgagee to be kept by him, (3) to pay all taxes, water and sewer charges, insurance premiums, public dues and assessments, for which the Mortgagor and/or the property hereby mortgaged may become liable, when payable; in the event the Mortgagor fails to make the said payments, the Mortgagee is hereby authorized to pay the same, and the amount so paid shall then be added to the principal indebtedness secured by this mortgage and bear interest at the rate of ~~xxxxxx~~ Nine (9%) per centum per annum from the date of said payment, and the Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor to keep the improvements on said property in good condition and repair, the Mortgagee may demand the immediate repair thereof or an increase in the amount of security or the immediate repayment of the indebtedness hereby secured, and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee may, without notice, institute proceedings to foreclose this mortgage and apply for the appointment of a receiver as herein provided, (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents, issues and profits of said premises and account therefor as the Court may direct, (6) that in case of default in the payment of said debt, or interest, or any part of either, when due, or in any covenant of this Mortgage, or should title to the hereby mortgaged property be acquired by any persons or corporations, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the Mortgagee's written consent, then the whole debt intended to be secured and all moneys owing hereunder or secured hereby shall, at the option of the Mortgagee, be due and demandable, and the Mortgagee, or John T. Clark, III his hereby duly constituted attorney for the purpose, are hereby authorized to sell said premises after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper published in the County where the mortgaged property or some portion thereof is located, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, and to apply the proceeds of sale as follows, to wit: first, to the payment of all expenses incident to such sale, including a counsel fee of $250.00 for conducting the proceedings if without contest, but if legal services be rendered to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper, and also to the payment of a commission to the party making sale equal to the commission allowed trustees making sales of property under a decree of a Court of equity in the County where the sale is reported; second, to the payment of all claims of the Mortgagee, whether the same shall have matured or not; and third, the balance, if any, to the Mortgagor or to whomsoever shall be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid when suit has been docketed in the proper Court for the purpose of foreclosure under the power of sale granted herein, (7) that in the event of sale of the mortgaged property under the power of sale granted herein, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as part hereof, (8) that the Mortgagor will warrant specially the property hereby conveyed and will execute such further assurances as may be requisite.

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

WITNESS the hand and seal of the Mortgagor:

JUN 12-78 * 25531 *****93.50
JUN 12-78 A 25531 *****82.50
JUN 12-78 A 25530 *****11.00

WITNESS: as to both:

RECEIVED
CLERK, CIRCUIT COURT
1978 JUN 12 PM 1:43
QUEEN ANNE'S COUNTY

Terrence L. Smith (SEAL)

Kristine F. Smith (SEAL)

(SEAL)

(SEAL)

OFFICIAL SEAL
PHILIP H. GILLIN
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires September 11, 1978

STATE OF ~~XXXXXXXX~~ California
COUNTY OF Los Angeles

On this the 6th day of June, 1978, before me, Philip H. Gillin, the undersigned officer, personally appeared Terrence L. Smith and Kristine F. Smith, 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 Earl Verril and Michael Hite, co-partners doing business as Zipper Records and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth *(and that he is the duly authorized agent of the within named Mortgagee to make this affidavit.)* and that the amount of loan which said mortgage has been given to secure was paid over and disbursed by the Mortgagee to the Mortgagor at a time no later than the final and complete execution of this Mortgage.

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

Notary Public

My commission expires: Sept. 11, 1978

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

J. DONALD BRADEN, Assignee	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
TERRANCE L. SMITH and KRISTINE F. SMITH, his wife	*	QUEEN ANNE'S COUNTY,
	*	MARYLAND
Defendants	*	Equity No. 6866

* * * * * * * * * * *

STATEMENT OF MORTGAGE DEBT

Principal unpaid	$25,000.00
Interest unpaid through 3/6/81	6,187.50
Per diem 3/6/81 - 4/3/81 ($6.25)	206.25
County and State real estate taxes	1,219.03
Attorney's fees, per note	3,139.37
Total	$35,752.15

J. Donald Braden

J. Donald Braden, Assignee

STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S:

I hereby certify, that on this 3rd day of April, in the year nineteen hundred and eighty-one, before me, a notary public of the State of Maryland, in and for said County of Queen Anne's, personally appeared J. Donald Braden, Assignee, and made oath that the foregoing is a true statement of the amount of the mortgage claimed under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and notarial seal.

Betsy Kinnamon

Betsy Kinnamon

BETSY KINNAMON NOTARY PUBLIC Queen Anne's Co. Md.

My commission expires: July 1, 1982

"EXHIBIT B"

J. DONALD BRADEN, Assignee	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
TERRANCE L. SMITH and KRISTINE F. SMITH, his wife	*	QUEEN ANNE'S COUNTY,
	*	MARYLAND
Defendants	*	Equity No. 6866

* * * * * * * * * * *

MILITARY AFFIDAVIT

STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S:

I hereby certify that, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared J. Donald Braden, attorney, and made oath in due form of law that he knows the Defendants herein, and that to the best of his information, knowledge and belief;

(1) said Defendants are not in the military service of the United States;

(2) said Defendants are not in the military service of any nation allied with the United States;

(3) said Defendants have not been ordered to report for induction under Selective Training and Service Act of 1940 as amended;

(4) said Defendants are not members of the Enlisted Reserve Corps who has been ordered to report for military service.

J. Donald Braden

J. Donald Braden

Subscribed and sworn to before me this 3rd day of April 1981.

Betsy Kinnamon

Notary Public

BETSY KINNAMON NOTARY PUBLIC Queen Anne's Co. Md.

My commission expires: July 1, 1982

"EXHIBIT C"

RECEIVED
CLERK, CIRCUIT COURT
1981 APR -3 PM 4:16
QUEEN ANNE'S COUNTY

DOCUMENT NO. 105,319

LIBER 173 PAGE 880

"EXHIBIT D"

ASSIGNMENT OF MORTGAGE

THIS ASSIGNMENT OF MORTGAGE is made this 26th day of March, 1981, between EARL VERRILL and MICHAEL HITE, co-partners, doing business as ZIPPER RECORDS (hereinafter called "Assignor") and J. DONALD BRADEN, attorney (hereinafter called "Assignee").

R E C I T A L S

APR-3-81 * 21191 ******7.00

APR-3-81 A 21191 ******7.00

TERRENCE L. SMITH and KRISTINE F. SMITH, his wife, executed a Mortgage, dated June 6, 1978 and recorded in the Land Recorders Office of Queen Annes County, Maryland, in Liber CWC No. 136, folio 208 ("the Mortgage"), to EARL VERRILL and MICHAEL HITE, co-partners doing business as ZIPPER RECORDS, to secure the payment of a mortgage debt in the original principal sum of Twenty-Five Thousand Dollars ($25,000.00) evidenced by a Promissory Note in said amount of even date therewith.

ASSIGNOR, BY THIS INSTRUMENT, pursuant to Rules W70-W79, inclusive, of the Maryland Rules of Procedure, does hereby assign the Mortgage to the Assignee solely in order to execute the power of sale contained herein pursuant to Section 7-105 of the Real Property Articles, Annotated Code of Maryland.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by Assignee, Assignor hereby assigns, transfers, conveys and sets over to the Assignee all of the right, title and interest in and to the aforesaid Mortgage and to all sums due and to become due therein, for the purpose of instituting and completing foreclosure proceedings with respect to said Mortgage, which is now in default, and otherwise collect all indebtedness due thereunder.

LIBER 13 PAGE 453

LIBER 13 PAGE 454

TO HAVE AND TO HOLD said Mortgage unto the Assignee, his heirs, personal representatives and assigns, absolutely for the purposes hereinabove specified.

IN WITNESS THEREOF Assignor has executed this Assignment of Mortgage, under seal, the day and the year first above written.

ZIPPER RECORDS

By Earl Verrill
EARL VERRILL

By Michael Hite
MICHAEL HITE

RECEIVED
CLERK, CIRCUIT COURT
1981 APR -3 PM 4: 17
QUEEN ANNE'S COUNTY

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } SS.

On March 26, 1981

before me, the undersigned, a Notary Public in and for said State, personally appeared EARL VERRILL and MICHAEL HITE

known to me to be XX the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.

Signature Renee Kalb

RENEE KALB
Name (Typed or Printed)

OFFICIAL SEAL
RENEE KALB
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires MAR 13, 1983

J. DONALD BRADEN, Assignee	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
TERRANCE L. SMITH and KRISTINE F. SMITH, his wife	*	QUEEN ANNE'S COUNTY,
	*	MARYLAND
Defendants	*	Equity No. 6866

* * * * * * * * * * *

AFFIDAVIT UNDER MARYLAND RULE W74
AND
REAL PROPERTY ARTICLE §7-105

I HEREBY CERTIFY, that on this 28th day of April, 1981 before me, the subscriber, a Notary Public of the State of Maryland, personally appeared J. Donald Braden, Assignee, in the above captioned case by virtue of a mortgage filed in these proceedings was empowered to sell the mortgaged property in the proceedings in such case, and made oath in due form of law that on April 21, 1981, he caused to be mailed by certified mail, return receipt requested, and by regular mail, to the debtors at debtors last known address a notice of the time, place and terms of sale of the mortgaged property by letter dated April 21, 1981, a copy of which is attached hereto.

RECEIVED
CLERK, CIRCUIT COURT
1981 APR 29 AM 11:31
QUEEN ANNE'S COUNTY

Betsy Kinnamon
Notary Public

My commission expires: 7-1-82

SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space 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:
Terrance L. Smith and
Kristine F. Smith
27-559 Highway 74
Perris, California 92370

3. ARTICLE DESCRIPTION:
REGISTERED NO. | CERTIFIED NO. P29 4276740 | INSURED NO.

(Always obtain signature of addressee or agent)

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

4. DATE OF DELIVERY 4-24-81

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

PERRIS, CA APR 24 1981 USPO

☆GPO: 1979-283-848

Form 3811, Jan. 1979 RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

LAW OFFICES
J. DONALD BRADEN
FARMERS NATIONAL BANK BUILDING
CENTREVILLE, MARYLAND 21617
301-758-2828

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
#P29 4276740

April 21, 1981

Terrance L. Smith and
Kristine F. Smith
27-559 Highway 74
Perris, California 92370

Dear Mr. and Mrs. Smith:

Pursuant to Maryland Rule W74 and §7-105, Real Property Article, Annotated Code of Maryland, we are hereby notifying you that the foreclosure sale of your property known as Lot No. 9, Recovery Subdivision, Third Election District, Queen Anne's County, Maryland, will take place at public auction to be held in front of the Queen Anne's County Courthouse, Centreville, Maryland, on Friday, May 8, 1981, at 2:00 p.m., and will be sold then and there to the highest bidder(s). A deposit of $5,000.00 payable in cash or by certified or cashiers' check will be required from the purchaser(s).

Enclosed is a xerox copy of the advertisement appearing in the Queen Anne's Record Observer, a newspaper published in and for Queen Anne's County, Maryland, setting forth the particulars.

It is obviously in your best interest to have your property sold at the highest possible price. To achieve this goal, it is recommended that your property, including the interior be open for inspection by prospective bidders on May 8, 1981, between 10:00 a.m. and 1:00 p.m., and that it be displayed in the best possible condition.

A xerox copy of this letter is being sent to you by regular mail.

Very truly yours,

J. Donald Braden

JDB/bh
CC: Circuit Court for Queen Anne's County, Maryland
Equity No. 6866

Enclosures

COPY

J. DONALD BRADEN, Assignee Farmers National Bank Building Centreville, Maryland 21617 Plaintiff vs. TERRANCE L. SMITH and KRISTINE F. SMITH, his wife 27-559 Highway 74 Perris, California 92370 Defendants	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND Equity No. 6866

* * * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of J. Donald Braden, Assignee, of the Mortgage from Terrance L. Smith and Kristine F. Smith, his wife, to Earl Verrill and Michael Hite, co-partners, doing business as Zipper Records, dated June 6, 1978, and recorded among the Land Records of Queen Anne's County, Maryland in Liber C.W.C. 136, folio 208, in which mortgage the Mortgagees are 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 J. Donald Braden filed in this Honorable Court his order to docket suit to foreclose said mortgage, accompanied by the said mortgage and assignment, his sworn statement as to the mortgage indebtedness and his bond given to the State of Maryland, executed by himself and the Hartford Accident and Imdemnity Company, a body corporate, duly authorized by its charter to become sole surety on bonds of this character, as surety in the full and just sum of Thirty-five Thousand Dollars ($35,000.00), containing the conditions required by law relative to the foreclosure of mortgages under a power of sale contained therein.

That after having advertised the mortgaged premises for sale in accordance with the annexed Certificate of Advertisement in the Queen Anne's Record Observer, a newspaper published in said County at least once each week for three (3) consecutive weeks, the first said publication being not less than fifteen (15) days prior to the sale, and the last such publication being not more than one (1) week prior to the sale, and after having sent, not earlier than twenty (20) days and not later than five (5) days before the original date of sale, which had to be cancelled by virtue of a publication error made by the Queen Anne's Record Observer, which error has been corrected, by registered mail to the mortgagors, at their last known address, notice of time, place and terms of sale, the said J. Donald Braden did attend, in front of the Courthouse, in the Town of Centreville, Queen Anne's County, Maryland, at the hour of 11:00 a.m., Eastern Saving Time, on May 29, 1981, and after having the auctioneer cry the sale for a considerable length of time, and after reading the advertisement of sale, and after having read

FILED
CLERK OF CIRCUIT COURT
1981 JUN 25 PM 4:09
QUEEN ANNE'S COUNTY

the statement concerning the first mortgage on the subject property, a copy of which is attached hereto, did sell all that lot, parcel or tract of land, together with the improvements thereon, situate, lying and being in the Third Election District of Queen Anne's County, Maryland, being known and designated as Lot 9, on a plat entitled "Recovery, Third Election District, Queen Anne's County, Maryland, dated October 1, 1968, by Shew and Bartlett, Registered Engineers", recorded among the Land Records of Queen Anne's County, Maryland in Liber C.W.C. 38, folio 40, and in Plat Book Liber C.W.C. No. 1, folio 26. And more particularly described in the above mentioned mortgage, and Advertisement of Sale unto Earl Verrill and Michael Hite, co-partners, doing business as Zipper Records, they being then and there the highest bidder therefore, at and for the sum of Twenty-three Thousand Seven Hundred Dollars ($23,700.00).

The purchaser is the Mortgagee. The said J. Donald Braden, Assignee, as aforesaid, 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 Twenty-three Thousand Seven Hundred Dollars ($23,700.00).

Respectfully submitted,

J. Donald Braden

J. Donald Braden
Assignee

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

I HEREBY CERTIFY, that on this 24th day of June, 1981, before me, the subscriber, personally appeared J. Donald Braden, Assignee, in the aforementioned proceedings, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true to the best of his knowledge, information and belief and that the sale was fairly made.

And further made oath as aforesaid that there has been no change in the matters and facts set forth in the affidavit as to the military service filed in this cause on April 3, 1981, 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.

Betsy A. Hamilton

Notary Public

My Commission Expires July 1, 1982

BETSY A. HAMILTON
NOTARY PUBLIC
QUEEN ANNE'S CO., MD.

LIBER 13 PAGE 460

RECEIVED
CLERK OF CIRCUIT COURT

Centre 1981, MAY 25 PM 4 09 81

QUEEN ANNE'S COUNTY

We Hereby Certify

That the annexed advertisement of

FORECLOSURE 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 29th day of May 1981. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 13th day of May 1981, and the last insertion on the 27th day of May 1981.

Publishers, Record Observer

Per Marjorie Freeman

Foreclosure Sale of Valuable Waterfront Residence Recovery Subdivision

By virtue of a power of sale contained in a mortgage from Terrance L. Smith and Kristine F. Smith, his wife, to Earl Verrill and Michael Hite, trading as Zipper Records, dated June 6, 1978, recorded among the Land Records of Queen Anne's County, Maryland in Liber C.W.C. No. 136, folio 208, default having occurred in the terms of said mortgage, and said mortgage having been assigned to J. Donald Braden, Assignee, for purposes of foreclosure, the undersigned will sell at public auction, to the highest bidder, in front of the Courthouse, Centreville, Maryland, on

Friday, May 29, 1981
11:00 A.M.

All that lot of ground and the improvements thereon, situate in the Third Election District, Queen Anne's County, Maryland, described as follows:

ALL that lot or parcel of land situate, lying and being in the Third Election District of Queen Anne's County, Maryland, being known and designated as Lot No. 9 on a plat entitled, "Recovery, Third Election District, Queen Anne's County, Maryland," dated October 1, 1968, by Shew and Bartlett, registered engineers, recorded among the Land Records of Queen Anne's County in Liber CWC No. 38, folio 40, and in Plat Book Liber CWC No. 1, folio 26, reference being made to the aforesaid plat for a more particular description of the lands hereby intended to be conveyed. Containing 1.221 acres of land, more or less.

BEING the same land described in a deed from Janie E. Ashley to Terrance L. Smith and Kristine F. Smith, his wife, dated December 13, 1976, and recorded among the Land Records of Queen Anne's County, Maryland in Liber C.W.C. No. 112, folio 570.

Improved by a brick rancher; upper floor consists of 4 bedrooms, 2 baths, fully equiped kitchen, dining area, living room with fireplace, screened porch overlooking water; lower floor consists of a 2 car garage, full bath, family room with fireplace, storage area.

NOTE: The property will be sold subject to all conditions, restrictions and agreements of record affecting same, if any, and subject to a first mortgage, the amount of which will be announced at the time of sale.

TERMS OF SALE: A cash deposit or certified check in the amount of $5,000.00 shall be paid at the time and place of sale, however, if mortgage is successful bidder no deposit shall be required, balance in cash at settlement, which shall be within twenty (20) days after ratification by the Circuit Court for Queen Anne's County unless said settlement is extended by written agreement of all parties, time being of the essence, interest at the rate of 9 percent, per annum shall be paid on unpaid purchase money from date of sale until settlement. Taxes and all other governmental charges to be adjusted to date of sale. Cost of all documentary stamps, transfer taxes, document preparation and title insurance to be paid by the purchaser. The improvements are being sold in an "as is" condition. Purchaser will be required to sign an affidavit in accordance with the Maryland Rules of Procedure.

J. Donald Braden, Assignee
Farmers National Bank Building
Centreville, Maryland 21617
301-758-2828

Joseph Jackson, Jr.,
Auctioneer

RO, 5-13, 3t, 05

J. DONALD BRADEN, Assignee	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
TERRANCE L. SMITH and KRISTINE F. SMITH	*	QUEEN ANNE'S COUNTY
	*	Equity No. 6866
Defendants		

* * * * * * * * * * *

AUCTIONEER'S AFFIDAVIT

I HEREBY CERTIFY that at the request of the Assignee appointed in the above captioned proceedings that I offered the property described in the annexed advertisement sale at public auction in front of the Queen Anne's County Courthouse, Centreville, Maryland, on May 29, 1981, at 11:00 a.m., and sold the same to Earl Verrill and Michael Hite, co-partners, trading as Zipper Records, at and for the sum of Twenty-three Thousand Seven Hundred Dollars ($23,700.00) said buyer being at the price the highest bidder therefore, and that I have not paid and will not pay, directly or indirectly, any sum or consideration for employing me or for aiding to employ me to make such sale.

SUBSCRIBED AND SWORN TO:

BY: Joe Jackson, Jr.
Joe Jackson, Jr., Auctioneer

BETSY A. HAMILTON NOTARY PUBLIC QUEEN ANNE'S CO.

Betsy A. Hamilton
Notary Public

My Commission Expires July 1, 1982

FILED
CLERK'S OFFICE
1981 JUN 25 PM 4:09
QUEEN ANNE'S COUNTY

LIBER 13 PAGE 461

LIBER 13 PAGE 462

TO BE READ AT TIME OF SALE BY AUCTIONEER

This Property is being sold subject to a First Mortgage with The Centreville National Bank of Maryland. We have been advised by the First Mortgagee that the balance of this mortgage is $62,051.74 as of today, with a per diem interest thereafter of $14.37. Therefore, when you bid at this foreclosure sale, you are buying subject to this mortgage and in addition to your bid today, you will have to pay off this mortgage in order to get clear title to this Property. So if you bid $1,000.00 your actual cost would be the $1,000.00 plus the $62,051.74, plus the per diem interest necessary to pay off the First Mortgage up to the date of settlement, as well as the costs listed in the advertisement of sale.

David Weston Gregory
Buyer's Signature

Buyer's Signature

Name of First Mortgagee Centreville National Bank

Address Centreville, Maryland 21617

Telephone 758-1600

Mortgagor Terrance L. Smith and Kristine F. Smith

Sale Price

Property Lot 9, Recovery

Date of Sale May 29, 1981

cc: First Mortgagee
Circuit Court for Queen Anne's County

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CLERK, CIRCUIT COURT
1981 JUN 25 PM 4:09
QUEEN ANNE'S COUNTY

J. DONALD BRADEN, Assignee	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
TERRANCE L. SMITH and KRISTINE F. SMITH	*	QUEEN ANNE'S COUNTY
Defendants	*	Equity No. 6866

* * * * * * * * * * *

AFFIDAVIT BY PURCHASERS

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

I HEREBY CERTIFY, that, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared David Weston Gregory and made oath in due form of law that they did attend the public sale herein of the property known as Lot No. 9, Recovery Subdivision, Third Election District, Queen Anne's County, Maryland, which was held on May 29, 1981, pursuant to the terms of the mortgage and to the best of their knowledge, information and belief:

(1) by bid made by them the property was bought by them as agent for Earl Verrill and Michael Hite, as principals,

(2) that no others were interested in said sale as principals,

(3) that they did not directly or indirectly discourage anyone from bidding on said property.

David Weston Gregory

David Weston Gregory

Subscribed and sworn to before me this 24th day of June, 1981.

Betty A. Hamilton

Notary Public

My Commission Expires July 1, 1982

BETTY A. HAMILTON NOTARY PUBLIC QUEEN ANNE'S CO., MD.

CLERK'S OFFICE
1981 JUN 25 PM 4 09
QUEEN ANNE'S COUNTY

LIBER 13 PAGE 463

ORDER NISI ON SALE

J. DONALD BRADEN, Assignee vs. TERRANCE L. SMITH and KRISTINE F. SMITH, his wife	In the Circuit Court for Queen Anne's County In Equity Cause No. 6866

ORDERED, this 25th day of June, 19 81, that the sale of the real property, made and reported in this cause by J. Donald Braden, Assignee, be ratified and confirmed, on or after the 27th day of July, 19 81, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 20th day of July, 19 81.

The report states the amount of sales to be $ 23,700.00.

Marguerite H. Markin Clerk

Filed June 25, 1981

Centreville, Md. 4-30 19 81

We Hereby Certify

That the annexed advertisement of Foreclosure 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 30th day of April 19 81. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 15th day of April 19 81, and the last insertion on the 29th day of April 19 81.

Publishers, Record Observer

Per Marie Freeman

1981 JUL 29 PM 12:00

QUEEN ANNE'S COUNTY

Foreclosure Sale of Valuable Waterfront Front Residence Recovery Subdivision

By virtue of a power of sale contained in a mortgage from Terrance L. Smith and Kristine F. Smith, his wife, to Earl Vernill and Michael Hite, trading as Zipper Records, dated June 6, 1973, recorded among the Land Records of Queen Anne's County, Maryland in Liber C.W.C. No. 155, folio 208, default having occurred in the terms of said mortgage, and said mortgage having been assigned to J. Donald Braden, Assignee, for purposes of foreclosure, the undersigned will sell at public auction, to the highest bidder, in front of the Courthouse, Centreville, Maryland, on:

Friday, May 8, 1981
2:00 P.M.

All that lot of ground and the improvements thereon, situate in the Third Election District, Queen Anne's County, Maryland, described as follows:

ALL that lot or parcel of land situate, lying and being in the Third Election District of Queen Ane's County, Maryland, being known and designated as Lot No. 9 on a plat entitled, "Recovery, Third Election District, Queen Anne's County, Maryland," dated October 1, 1963, by Shew and Bartlett, registered engineers, recorded among the Land Records of Queen Anne's County in Liber CWC No. 38, folio 40, and in Plat Book Liber CWC No. 1, folio 26, reference being made to the aforesaid plat for a more particular description of the lands hereby intended to be conveyed. Containing 1.221 acres of land, more or less.

BEING the same land described in a deed from Janie E. Ashley to Terrance L. Smith and Kristine F. Smith, his wife, dated December 13, 1976, and recorded among the Land Records of Queen Anne's County, Maryland in Liber C.W.C. No. 112, folio 570.

Improved by a brick rancher; upper floor consists of 4 bedrooms, 2 baths, fully equiped kitchen, dining area, living room with fireplace, screened porch overlooking water; lower floor consists of a 2 car garage, full bath, family room with fireplace, storage area.

NOTE: The property will be sold subject to all conditions, restrictions and agreements of record affecting same, if any, and subject to a first mortgage, the amount of which will be announced at the time of sale.

TERMS OF SALE: A cash deposit or certified check in the amount of $5,000.00 shall be paid at the time and place of sale, however, if mortgage is successful bidder no deposit shall be required, balance in cash at settlement, which shall be within twenty (20) days after ratification by the Circuit Court for Queen Anne's County unless said settlement is extended by written agreement of all parties, time being of the essence, interest at the rate of 9 percent, per annum shall be paid on unpaid purchase money from date of sale until settlement. Taxes and all other governmental charges to be adjusted to date of sale. Cost of all documentary stamps, transfer taxes, document preparation and title insurance to be paid by the purchaser. The improvements are being sold in an "as is" condition. Purchaser will be required to sign an affidavit in accordance with the Maryland Rules of Procedure.

J. Donald Braden, Assignee
Farmers National Bank Building
Centreville, Maryland 21617
301-758-2828

Joseph Jackson, Jr.,
Auctioneer

RO-4-15-3t-021

Centreville, Md. 7-29 19 81

We Hereby Certify

That the annexed advertisement of

ORDER OF 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 20th day of July 19 81 And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 1st day of July 19 81, and the last insertion on the 15th day of July 19 81.

Publishers, Record Observer

Per Marjorie Freeman

Filed July 29, 1981

ORDER NISI
ON SALE
J. DONALD BRADEN,
Assignee
vs.
TERRANCE L. SMITH
and
KRISTINE F. SMITH,
his wife
In the
Circuit Court
for Queen Anne's
County
In Equity
Cause No. 6366

ORDERED, this 25th day of June, 1981, that the sale of the real property, made and reported in this cause by J. Donald Braden, Assignee, be ratified and confirmed, on or after the 27th day of July, 1981, unless cause to the contrary thereof by previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 20th day of July, 1981.

The report states the amount of sales to be $23,700.00.

Marguerite W. Mankin
Clerk

True Copy, Test:
Marguerite W. Mankin,
Clerk
By: Betty M. Comegys
Deputy Clerk

Filed June 25, 1981

RO-7-1-3t-06

J. DONALD BRADEN, Assignee	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
TERRANCE L. SMITH and KRISTINE F. SMITH, his wife	*	QUEEN ANNE'S COUNTY
Defendant	*	Equity No. 6866

* * * * * * * * * * *

ORDER OF RATIFICATION

ORDERED, by the Court, this 29th day of July, 1981, that the sale made and reported by J. Donald Braden, Assignee, aforesaid, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Clayton C. Carter
Judge

CLERK'S OFFICE
1981 JUL 30 AM 9 37
QUEEN ANNE'S COUNTY

J. DONALD BRADEN, Assignee

vs.

TERRANCE L. SMITH, et ux.

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
IN EQUITY
No. 6866

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of J. Thomas Clark, uditor, unto your Honors, respectfully represents:

1. That this Account is stated at the request of J. Donald Braden, Assignee, 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 $15,156.38.

2. That in the within account J. Donald Braden, Assignee and vendor, is charged with the proceeds of sale made by him, 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 several advertising costs, the fee of the Auctioneer for crying said sale, xeroxing charges, toll call charges, U. S. Postal charges, the fee and expenses of your Auditor, and the balance was credited toward the principal and interest indebtedness.

Respectfully submitted,

Dated: August 4, 1981

J. Thomas Clark, Auditor

FILED
AUG 4 1981
CIRCUIT COURT
QUEEN ANNE'S CO.

Cause No. 6866

The sale of land reported in this cause by J. Donald Braden, Assignee, and vendor of said land

Dr.

1981
May 29 By proceeds of sale of land, per report of said vendor------$23,700.00

Cr.

To J. Donald Braden, Attorney his fee for his services, per terms of mortgage, the sum of		$ 250.00
To J. Donald Braden, Assignee, his commissions for making said sale, per terms of mortgage, the sum of		1,335.00
To do., for an amount paid Marguerite W. Mankin, Clerk, for advanced court costs, the sum of		60.00
To do., for an amount paid Marguerite W. Mankin, Clerk, for recording fee of Assignment of Mortgage, the sum of		7.00
To do., for amounts due Marguerite W. Mankin, Clerk, for: 1-Appearance fee----------	$ 10.00	
2-Clerk's additional---------	74.00	84.00
To do., for an amount paid W. M. Freestate & Son, Inc. for the bond premium in this cause, per receipt exhibited, the sum of		140.00
To do., for an amount paid Queen Anne's Record-Observer, for advertising sale, per receipt exhibited, the sum of		157.50
To do., for an amount paid A. S. Abel Company, for advertising sale, per receipt exhibited, the sum of		95.28
To do., for an amount paid Joseph A. Jackson, Jr., Auctioneer, for crying said sale, per receipt exhibited, the sum of		150.00

August 4, 1981

J. Thomas Clark

J. Thomas Clark, Auditor

To do., for an amount due J. Donald Braden, for xeroxing charges, the sum of	$ 15.00	
To do., for amount due J. Donald Braden, for toll calls, the sum of	20.59	
To do., for an amount due J. Donald Braden, for U. S. Postal charges, the sum of	4.86	
To J. Thomas Clark, Auditor, for: 1-Stating this account------$45.00 2-Expenses----------15.00	60.00	
To Earl Verril and Michael Hite, Mortgagees, for partial payment on principal and interest, in the amount of $35,752.15, per Statement of Mortgage Debt, plus interest to 60 days after date of sale, in the sum of $725.00, for a total debt of $36,477.15, the balance or the sum of	21,320.77	
	$23,700.00	$23,700.00

August 4, 1981

J. Thomas Clark, Auditor

J. DONALD BRADEN, ASSIGNEE

VS.

TERRANCE L. SMITH, et ux.

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 6866

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on August 4, 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:

J. Donald Braden, Esquire
Farmers National Bank Bldg.
Centreville, MD 21617

Terrance L. Smith and
Kristine F. Smith
27-559 Highway 74
Perris, California 92370

Earl Verrill and
Michael Hite
719 Dianthus
Manhattan Beach, CA 90266

Pursuant to Rule 595g, Maryland Rules of Procedure, notify each of them that said account was filed on August 4, 1981, with the Clerk of the Circuit Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before August 19, 1981, and if no exceptions are filed within such fifteen day perios, the account may thereupon be ratified on August 20, 1981.

Dated: August 4, 1981

J. Thomas Clark
J. Thomas Clark, Auditor

J. Donald Braden, Assignee	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6866
Terrance L. Smith, et ux.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 4th day of August, 19 81, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 20th day of August, 19 81, unless cause to the contrary thereof be previously shown; provided notice is given in manner provided by Maryland Rule 595 g to persons entitled thereto.

Marguerite H. Markin Clerk

Filed August 4, 1981

J. DONALD BRADEN, Assignee	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6866
	*	
TERRANCE L. SMITH and KRISTINE F. SMITH, his wife	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 31st day of August, 1981, by the Court that the account of the Auditor is finally ratified and confirmed, and J. Donald Braden, Assignee, is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Marguerite H. Mankin Clerk

Filed August 31, 1981

LIBER 13 PAGE 474

CAROLYN COURSEY Methodist Manor House Seaford, Delaware 19972	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
PETITIONER	:	EQUITY NO. 6642
VS.	:	
THE KNOWN AND UNKNOWN HEIRS OF CHARLES O. COURSEY, deceased	:	

APR 17-80 * 2 049 *****50.00
APR 17-80 A 52 049 *****50.00

PETITION FOR SALE OF REAL ESTATE

NOW COMES Carolyn Coursey, Petitioner, by Patrick E. Thompson, her Attorney and Petitions this Honorable Court for the sale of certain real estate as follows:

1. That Charles O. Coursey late of Grasonville, Queen Anne's County, Maryland, died on or about January 10, 1931, testate, as will more fully appear by reference to the proceeding in Estate No. 1887 in the Orphans Court for Queen Anne's County and to the will records of said Court in Liber W. T. B. No. 3, folio 305.

2. That the Last Will and Testament of Charles O. Coursey, duly filed as aforesaid in the Orphan's Court of Queen Anne's County, and a copy of which is attached to this Petition as "Exhibit No. 1" and incorporated herein by reference as a part hereof, provides in relevant part: "if all my unmarried children, or if only one unmarried child said unmarried child shall petition said Court for a sale of said Home and other real estate undisposed of at the time of the death of my wife to be made as soon after the filing of said Petition as shall be convenient then I do hereby authorize and direct the sale of said real estate to be made by said trustee to be appointed by said Court as soon after the filing of said Petition as may be convenient, and the proceeds of said sale or sales of said real estate I do hereby give and bequeath unto those persons who, under the existing laws of the State of Maryland, shall be or represent my heirs at the time of the filing of said Petition.

3. That Charles O. Coursey predeceased his wife who died in 1942 leaving the following children as his only heirs at law:

CLERK OF CIRCUIT COURT
80 APR 17 PM 2:27
QUEEN ANNE'S COUNTY

Guy H. Coursey
Mollye McGuire
Maude Newcomb
Charles B. Coursey
Alice Pierson
Margaret Thawley
Edward Earl Coursey
Carolyn Coursey

4. That Carolyn Coursey, your Petitioner, is the only surviving unmarried child of Charles O. Coursey.

5. That Edward Earl Coursey is now deceased and has left surviving him at this time the following heirs at law:

A. His wife:

Katherine L. Coursey
Rt. 1, Box 179
Queenstown, Maryland 21658 S

B. His children:

Carolyn Coursey Thompson
Pig Pen Road
Queenstown, MD 21658 S

Marianne Thompson
Marling Farms
Chester, Maryland 21619 S

John D. Coursey
14311 Myer Ter.
Rockville, Maryland 20853 S

Annabelle Palmer
4320 Valley Stream Ave.
Burtonville, Maryland 20730 S

6. That Margaret Thawley is now deceased and has left surviving her at this time the following heirs at law:

James E. Thawley
State Road
New Castle, Delaware 19720 RM

Nettie Meise
R. R. 6, Box 524
Salisbury, Maryland 21801 S

Mary Catherine Pippin
234 Schafer Blvd.
New Castle, Delaware 19720 RM

7. That Alice Pierson is now deceased and has left surviving her at this time the following heirs at law:

Frederick K. Bryan, Sr.
Grasonville, Maryland 21638 S

Virginia Clough
Grasonville, Maryland 21638 S

Charles Coursey Bryan
1192 North Shore Drive
Jacksonville, Florida 32208 RD

8. That Charles B. Coursey is now deceased and left surviving him his children, the following heirs at law:

Josephine Sanders
Bel Air Convalesarium, Room 322
6116 Bel Air Road
Baltimore, Maryland 21206 S as

Otho B. Coursey
Grasonville, Maryland 21638 S

Lola Dick - now deceased

AND that Lola Dick left now surviving her the following heirs at law:

A. Her husband:

William K. Dick, Sr.
100 Galax St.
Hampton, Virginia 23661 RM

B. Her children:

Doris M. Przybylski
2002 Summit Ave.
Baltimore, Maryland 21237 SCG

Lois E. Silsley
9812 Philadelphia Road
Baltimore, Maryland 21237 SCG

Wilma Milliken
100 Galax St.
Hampton, Virginia 23661 RM

William K. Dick, Jr.
1421 Hadwick Rd.
Apt. B
Baltimore, Maryland 21221 SCG

Buena Simmons - now deceased who left surviving her the following children:

Brenda M. Caporossi
1602 Riverwood Rd.
Baltimroe, Maryland 21221 SCG

James L. Simmons, Jr.
7311 Stratton Way
Baltimore, Maryland 21224 SCG

And her husband:

James L. Simmons, Sr.
7311 Stratton Way
Baltimore, Maryland 21224 SCG

9. That the said Mollye McGuire and Maude Newcomb are both now deceased and each died without husband or children surviving.

10. That Guy H. Coursey is now deceased and left the following heirs at law:

His children:

Alverta C. Pierce
809 S. E. Second St.
Evansville, Indiana 47713 RM

Nellie Lloyd
P. O. Box 281
Berryville, Virginia 22611 RM

Della Bowen - deceased

AND THAT Della Bowen left surviving her the following heirs at law:

A. Her husband:

Merrill W. Bowen, Sr.
J-52 R.F.D. No. 1
Salamanca, New York 14779 R.M.

B. Her children:

Merrill W. Bowen, Jr. R.M.
685 Auburn Ave.
Buffalo, New York 14222

Beryl Ann Knowlton
c/o Mrs. Jerry Helfer R.M.
363 Wildwood Ave.
Salamanca, New York 14779

Patricia Carol Helfer
363 Wildwood Ave. R.M.
Salamanca, New York 14779

Rose Seybold
Address unknown

Eugene Seybold
Address unknown

Joan Seybold
Address unknown

Jim Seybold
Address unknown

11. That the said Charles O. Coursey died seized and possessed of certain real estate located in Grasonville, Fifth Election District, Queen Anne's County, Maryland, more particularly described according to a survey thereof dated 7 February 1958 by J. R. McCrone, Jr., Inc. which survey is attached hereto as a part hereof and marked "Exhibit 2".

TO THE END, THEREFORE:

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

2. That the proceeds of sale be divided among the parties entitled thereto as their respective interests may appear.

3. And for such other and further relief.

Patrick E. Thompson
Attorney for Petitioner
109 Lawyers Row
Centreville, Maryland 21617
Telephone: 758-1795

Carolyn Coursey
Carolyn Coursey
Petitioner

"Exhibit No. 1"

I, Charles O. Coursey, of Queen Anne's County, State of Maryland, do hereby make my last will and testament, in manner and following that is to say:

1. I do hereby direct my executor hereinafter named to convert into money as soon after my death as may be, all my personal property saleable in nature. I direct the payment of my just debts.

2. It is my wish to provide a home for my wife during her life and after her death for any of my unmarried children then living. Therefore I do hereby give and devise my now dwelling house and a strip of land for the use thereof, adjoining said dwelling wide enough to embrace the orchard on the east and the buildings now on the west, and long enough to extend from the road in front of the house to the woods to the back thereof, (which dwelling and strip of land I shall hereinafter refer to as and under the name of "Home"), unto my daughter, Maude F. Coursey, and her heirs, upon trust she and they shall permit my wife to reside in and upon said "Home" so long as, my wife, may live; and from and after the death of my said wife, upon the further trust that she and they shall permit such one or more of my children as shall be unmarried at the time of my death to reside in and upon my said "Home" so long as he, she or they shall remain unmarried; he, she or they, during said time, to keep the dwelling in good repair and to pay all taxes thereupon or on said "Home" levied.

3. All the rest, residue and remainder of my property, real and personal I hereby give devise and bequeath unto my said daughter, Maude F. Coursey, and unto her heirs, in trust, nevertheless, for the following purposes, to wit: to invest said personal property as she or they may think best, and from time to time to re-invest the same, and to farm or rent out, and from time to time to farm or rent out, said real estate, so long as my wife shall live, and to apply the interest, income, rent or proceeds thereof or therefrom toward the support, maintenance and com---------

fort of my wife so long as she may live. If, however, said income shall not be sufficient to provide my wife with the proper support, maintenance and comforts, then I do hereby authorize and empower my said daughter to expend whatever principal in the way of money shall pass to her under the above devise and bequest in procuring my wife proper maintenace, support and comforts. If however, said income and said principal money shall not be sufficient to procure my wife proper maintenance, support and comforts, then I do hereby authorize and empower my said daughter to make sale of the land passing under the above devise and bequest in such parts, at such times and on such terms as she shall think best, and to expend the proceeds of such sale or sales in procuring my wife proper maintenance, support and comforts. I hereby give unto my said daughter the powers of expenditure of income, money and proceeds of sale without accountability to any one.

From and and after the death of wife, then in further trust, to apply the income, interest, rents and proceeds to arise from whatever of the trust estate then undisposed of toward the support and maintenance of those who shall reside in the "Home" mentioned in clause 2 of this will under the terms of said clause.

4. I hereby direct that said "Home" and all the real estate mentioned and devised in clause 3 of this will undisposed of at the time of the death of my wife shall be sold within twelve months from and after the death or marriage of all of my unmarried children by a trustee to be appointed for the purpose by a court of competent jurisdiction upon the petition of any person or persons interested in the proceeds of said sale under this will, and the proceeds of such sale or sales I do hereby give and bequeath unto those persons who, under the existing laws of the State of Maryland shall be or represent my heirs at the time of the filing of said petition, meaning those persons who would be my heirs at

at law if the date of the filing of said petition had been the date of my death, intestate, and to such persons I hereby give and bequeath whatever personal property passing under clause 3 of this my will which shall not disposed of at the time of the death of my wife.

But (after the death of my wife) if all my unmarried children, or if only one unmarried child said unmarried child, shall petition said court for a sale of said Home and other real estate undisposed of at the time of the death of my wife to be made as soon after the filing of said petition as shall be convenient, then I do hereby authorize and direct the sale of said real estate to be made by said trustee to be appointed by said court as soon after the filing of said petition as may be convenient, and the proceeds of said sale or sales of said real estate I do hereby give and bequeath unto those persons who, under the existing laws of the State of Maryland, shall be or represent my heirs at the time of the filing of said petition.

I do hereby nominate and appoint my daughter, Maude F. Coursey to to be the executrix of this my last will and testament, and I do hereby revoke all former wills by me made.

In testimony whereof I do hereunto subscribe my name and affix my seal this 20 day of ~~July~~ August, in the year nineteen hundred and seventeen.

Chas O Coursey (SEAL).

Signed, sealed, published, pronounced and declared by the above testator, Charles O. Coursey, as and for his lat will and testament, in our presence, who, at his request, in his presence, and in the presence of each other have hereunto subscribed our names witnesses thereto.

W. E. King

J. H. Parker

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

On the 13th day of December A. D., 1930 came Maude C. Newcomb, Custodian of the within and aforegoing instrument of writing, purporting to be the last will and testament of Chas. O. Coursey late of Queen Anne's County, deceased, and made oath, in due form of law, that the aforegoing is the true and whole Will of said deceased, that has come to 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 personal effects of Chas. O. Coursey, deceased, on or about 21st day of November, A. D., 1930 which was the date of his death.

Sworn before

Norman S. Dudley
Register of Wills of Queen Anne's County, Md.

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

On the 16th day of December, 1930 came J. H. Parks of Queen Anne's County, State of Maryland, one of the subscribing witnesses to the aforegoing last Will and Testament of Chas. O. Coursey late of Queen Anne's County, deceased, and made oath in due form of law, that he did see the Testator sign and seal said Will; that he heard him publish, pronounce and declare the same to be his last Will and Testament, and that at the time of his so doing he was, to the best of his apprehension, of sound and disposing mind, memory and understanding; and that he together with W. E. King subscribed his name, as witness, to said Will, at his request in his presence and in the presence of each other.

Sworn in open court,
Test:

Norman S. Dudley
Register of Wills of Queen Anne's County, Md.

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

On the 3rd day of January, 1931 came W. E. King of Queen Anne's County, State of Maryland, one of the subscribing witnesses to the aforegoing last Will and Testament of Chas. O. Coursey late of Queen Anne's County, deceased, and made oath in due form of law, that he did see the Testator sign and seal said Will; that he heard him publish, pronounce and declare the same to be his last Will and Testament, and that at the time of his so doing he was, to the best of his apprehension, of sound and disposing mind, memory and understanding; and that he together with J. H. Parks subscribed his name, as witness, to said Will, at his request in his presence and in the presence of each other.

Sworn in open court,
Test:

Norman S. Dudley
Register of Wills of Queen Anne's County, Md.

IN THE ORPHANS' COURT FOR AND IN THE OFFICE OF THE REGISTER OF WILLS OF QUEEN ANNE'S COUNTY, STATE OF MARYLAND.

The aforegoing Instrument of Writing purporting to be the last Will and Testament of Charles O. Coursey, late of Queen Anne's County, aforesaid, deceased, having been exhibited for probate and no objection thereto having been made, although notice appears to have been given, according to law, to the next relations of said deceased, and Maude F. Newcomb and Carolyn Coursey, children of the said Charles O. Coursey, being in the Office of the Register of Wills aforesaid, on the day and the date of this Order, and the Orphans' Court of Queen Anne's County, not being in session and present but being in recess and absent on this date mentioned below, the Register of Wills for Queen Anne's County aforesaid, having first examined said instrument of Writing and the evidence adduced as to its validity, does in recess of said Court, on this 10th day of January, in the year nineteen hundred and thirty one, ORDER and DECREE, that the said paper-writing be admitted to probate in said Court and in the Office of the Register of Wills aforesaid, as the true and genuine last Will and Testament of the said Charles O. Coursey, deceased.

Norman S. Dudley
Register of Wills of Queen Anne's Co.

In the Orphans' Court for Queen Anne's County, Maryland, Set:

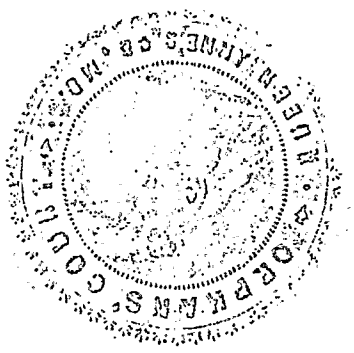
The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and aforegoing is a true copy of Last Will and Testament of CHARLES O. COURSEY, late of Queen Anne's County, Maryland, deceased

December 13, 1930
as filed and passed in this office on January 10, 1931

and recorded in Liber W.T.B. No. 3 Folio 305

in Record Book of: WILLS

in the Orphans' Court for Queen Anne's County, Maryland.



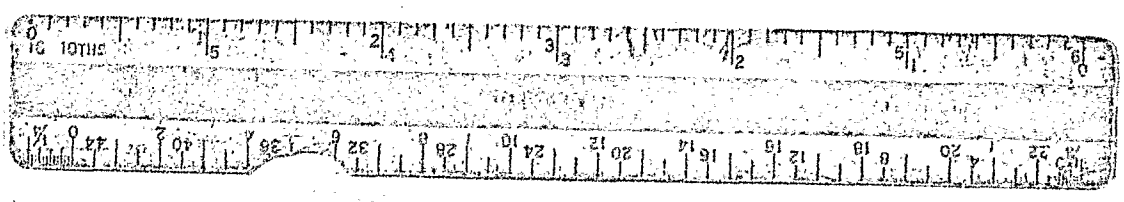
IN TESTIMONY WHEREOF I hereunto subscribe my name and affix the seal of my office this 9th day of April 1980.

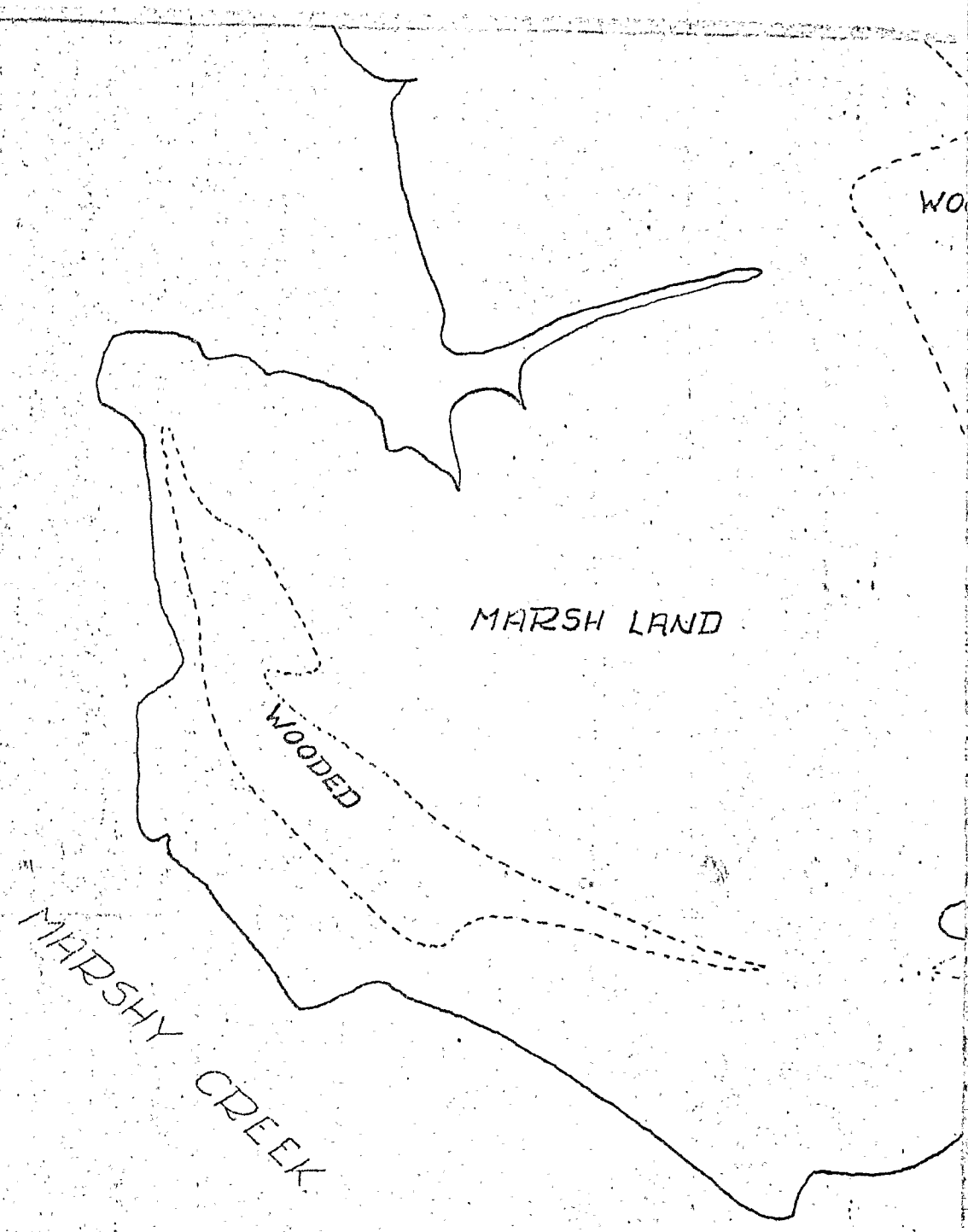
Madlyn E. Wootten
Register of Wills for Queen Anne's County, Maryland

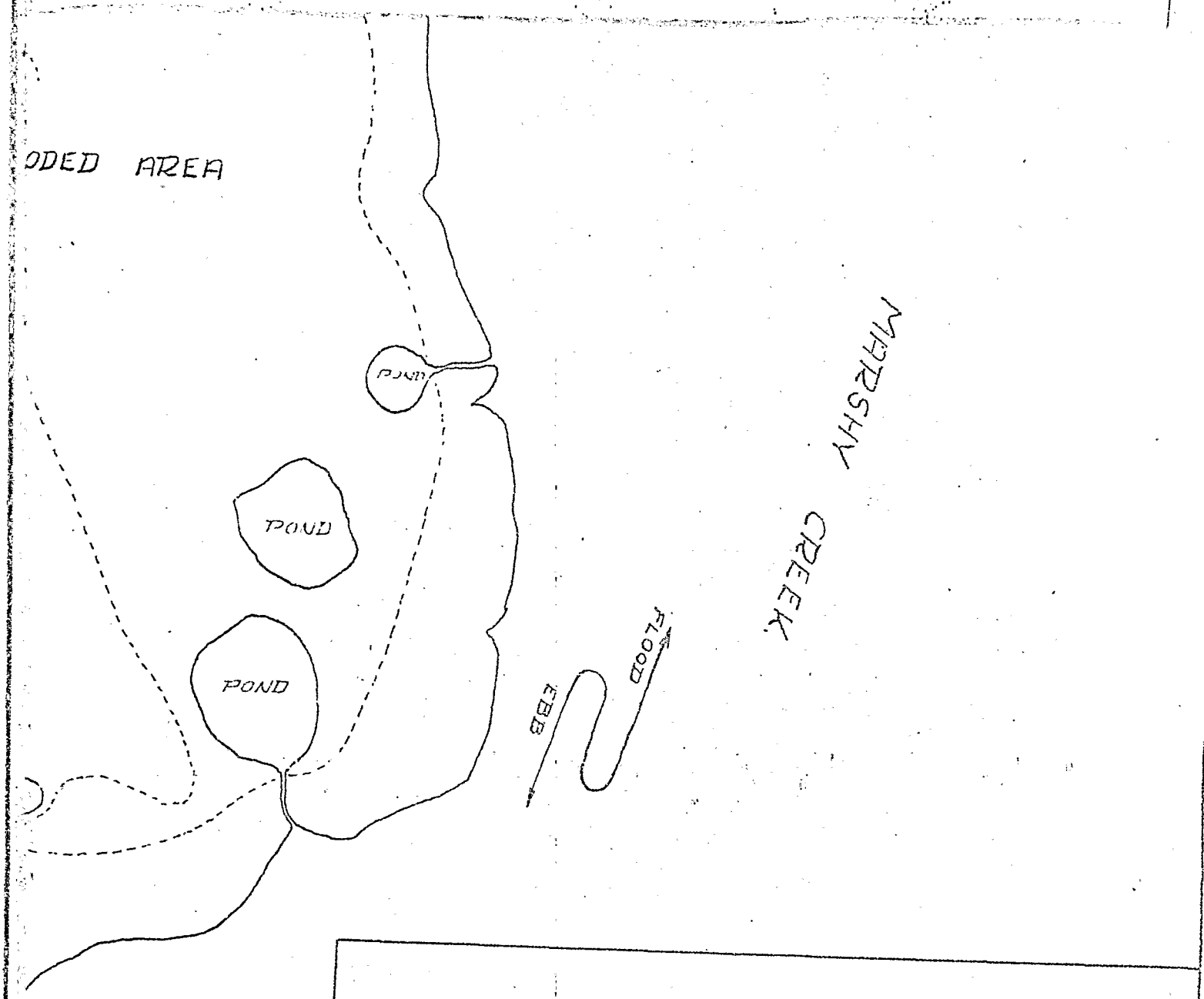
LIBER 13 PAGE 483

LIBER 13 PAGE 484

THE HIGHWAY ROUTE NO. 16
40.0'
371.81'
S35°51'W 205.0'
COURSEY
N35°51'E 205.0'
S54°09'E 105.0'
S54°09'E 167.96'
S35°51'W 205.0'
KING
RUTH
S54°09'E 175.00'
331.98'
S35°51'W
COLLIER
S54°29'E
411.11'
FENCE
705.04'
RAYMOND COURSEY
MARSH LAND
S33°36'W.
10'±
FP
75.84'
N 32°34'E 215.32'
N 54°32'W 72.76'
FENCE & DITCH
N 32°43'E 260.67'
FENCE
570.64'




WO
MARSH LAND
WOODED
MARSHY CREEK



PLAT OF A SURVEY OF LANDS
BELONGING TO

CAROLYN COURSEY

IN THE FIFTH ELECTION DISTRICT OF
QUEEN ANNE COUNTY MARYLAND

SCALE 200'=1" 7 FEB. 1958

J.R. McCRONE, JR. INC.

BRANCH OFFICE CENTREVILLE MD.

LIBER 13 PAGE 488

CAROLYN COURSEY	:	IN THE CIRCUIT COURT FOR
PETITIONER	:	QUEEN ANNE'S COUNTY
VS.	:	EQUITY NO. 6642
THE KNOWN AND UNKNOWN HEIRS OF CHARLES O. COURSEY	:	

ORDER

ORDERED, this 18th day of April, 1980, by the Circuit Court for Queen Anne's County, in Equity, that inasmuch as the Exhibits filed with the Bill of Complaint in this case are unnecessary to a full understanding of the essential cause of action, copies of the Exhibits need not be served with Summons on any of the Defendants, pursuant to Maryland Rule 103g.

JUDGE

FILED
CLERK, CIRCUIT COURT
1980 APR 21 AM 11: 47
QUEEN ANNE'S COUNTY

CAROLYN COURSEY Methodist Manor House Seaford, Delaware 19972 PETITIONER VS. THE KNOWN AND UNKNOWN HEIRS OF CHARLES O. COURSEY, deceased	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY EQUITY NO. 6642

MADAM CLERK:

Please issue summons in the above entitled case to those persons listed in Paragraphs 5, 6, 7, 8 and 10 of the Petition for Sale of Real Estate heretofore filed in this cause, as follows:

A. To Maryland residents at the addresses shown by Sheriff's service.

B. To Non-Maryland residents at the addresses shown for service by certified mail.

Patrick E. Thompson
Attorney for Petitioner
109 Lawyers Row
Centreville, Maryland 21617
Telephone: 301-758-1795

CLERK'S
1980 MAR 23 PM 4:16
QUEEN ANNE'S COUNTY

LIBER 13 PAGE 490

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6642

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: PATRICIA CAROL HELFER
363 Wildwood Ave.
Salamanca, New York 14779

You are hereby summoned to the Circuit Court for Queen Anne's County to the May Return Day of this Court, to answer an action at the suit of CAROLYN COURSEY
Methodist Manor House
Seaford, Delaware 19972

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

Issued 24th day of April, 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 sixty days from date of service, 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: Patrick E. Thompson
Address: 109 Lawyers Row
Centreville, Maryland 21617
Telephone: 758-1795

Name:

Address:

Marguerite H. Franker
Clerk

Copy of summons and proceedings delivered to Attorney for service.

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

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6642

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:
BERYL ANN KNOWLTON
c/o Mrs. Jerry Helfer
363 Wildwood Ave.
Salamanca, New York 14779

You are hereby summoned to the Circuit Court for Queen Anne's County to the May Return Day of this Court, to answer an action at the suit of CAROLYN COURSEY
Methodist Manor House
Seaford, Delaware 19972

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

Issued 24th day of April, 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 sixty days from date of service, 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: Patrick E. Thompson
Address: 109 Lawyers Row
Centreville, Maryland 21617
Telephone: 758-1795

Name:

Address:

Marguerite W. Mankin
Clerk

Copy of summons and proceedings delivered to Attorney for service.

SHERIFF'S RETURN

I HEREBY CERTIFY that on the _____ day of _____, 19____, I executed service of process upon _____ by delivering and leaving with him a copy of the summons and pleadings.

_____

Sheriff of _____ County

LIBER 13 PAGE 492

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6642

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:

MERRILL W. BOWEN, SR.
J-52 R.F.D. No. 1
Salamanca, New York 14779

You are hereby summoned to the Circuit Court for Queen Anne's County to the May Return Day of this Court, to answer an action at the suit of CAROLYN COURSEY
Methodist Manor House
Seaford, Delaware 19972

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

Issued 24th day of April, 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 sixty days from date of service, 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: Patrick E. Thompson
Address: 109 Lawyers Row
Centreville, Maryland 21617
Telephone: 758-1795

Name:

Address:

Marguerite H. Parker
Clerk

Copy of summons and proceedings delivered to Attorney for service.

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

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6642

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:

NELLIE LLOYD
P. O. Box 281
Berryville, Virginia 22611

You are hereby summoned to the Circuit Court for Queen Anne's County to the May Return Day of this Court, to answer an action at the suit of CAROLYN COURSEY
Methodist Manor House
Seaford, Delaware 19972

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

Issued 24th day of April, 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 sixty days from date of service, 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: Patrick E. Thompson
Address: 109 Lawyers Row
Centreville, Maryland 21617
Telephone: 758-1795

Name:

Address:

Marguerite H. Franklin
Clerk

Copy of summons and proceedings delivered to Attorney for service.

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

LIBER 13 PAGE 494

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6642

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:
ALVERTA C. PIERCE
809 S. E. Second St.
Evansville, Indiana 47713

You are hereby summoned to the Circuit Court for Queen Anne's County to the May Return Day of this Court, to answer an action at the suit of CAROLYN COURSEY
Methodist Manor House
Seaford, Delaware 19972

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

Issued 24th day of April, 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 sixty days from date of service, 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: Patrick E. Thompson
Address: 109 Lawyers Row
Centreville, Maryland 21617
Telephone: 758-1795

Name:

Address:

Marguerite H. Masten
Clerk

Copy of summons and proceedings delivered to Attorney for service.

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

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6642

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: WILMA MILLIKEN
100 Galax St.
Hampton, Virginia 23661

You are hereby summoned to the Circuit Court for Queen Anne's County to the May Return Day of this Court, to answer an action at the suit of CAROLYN COURSEY
Methodist Manor House
Seaford, Delaware 19972

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

Issued 24th day of April, 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 sixty days from date of service, 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: Patrick E. Thompson
109 Lawyers Row
Address: Centreville, Maryland 21617
Telephone: 758-1795

Name:

Address:

Marguerite H. Franklin
Clerk

Copy of summons and proceedings delivered to Attorney for service.

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

LIBER 13 PAGE 496

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6642

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:

WILLIAM K. DICK, SR.
100 Galax St.
Hampton, Virginia 23661

You are hereby summoned to the Circuit Court for Queen Anne's County to the May Return Day of this Court, to answer an action at the suit of CAROLYN COURSEY
Methodist Manor House
Seaford, Delaware 19972

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

Issued 24th day of April, 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 sixty days from date of service, 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: Patrick E. Thompson
109 Lawyers Row
Address: Centreville, Maryland 21617
Telephone: 758-1795

Name:

Address:

Marguerite H. Franklin
Clerk

Copy of summons and proceedings delivered to Attorney for service.

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

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6642

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:

CHARLES COURSEY BRYAN
1192 North Shore Drive
Jacksonville, Florida 32208

You are hereby summoned to the Circuit Court for Queen Anne's County to the May Return Day of this Court, to answer an action at the suit of CAROLYN COURSEY
Methodist Manor House
Seaford, Delaware 19972

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

Issued 24th day of April, 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 sixty days from date of service, 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: Patrick E. Thompson
Address: 109 Lawyers Row
Centreville, Maryland 21617
Telephone: 758-1795

Name:

Address:

Marguerite H. Franklin
Clerk

Copy of summons and proceedings delivered to Attorney for service.

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

LIBER 13 PAGE 498

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6642

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: MARY CATHERINE PIPPIN
234 Schafer Blvd.
New Castle, Delaware 19720

You are hereby summoned to the Circuit Court for Queen Anne's County to the May Return Day of this Court, to answer an action at the suit of CAROLYN COURSEY
Methodist Manor House
Seaford, Delaware 19972

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

Issued 24th day of April, 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 sixty days from date of service, 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: Patrick E. Thompson
Address: 109 Lawyers Row
Centreville, Maryland 21617
Telephone: 758-1795

Name:

Address:

Marguerite W. Brewington
Clerk

Copy of summons and proceedings delivered to Attorney for service.

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

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6642

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: JAMES E. THAWLEY
State Road
New Castle, Delaware 19720

You are hereby summoned to the Circuit Court for Queen Anne's County to the May Return Day of this Court, to answer an action at the suit of CAROLYN COURSEY
Methodist Manor House
Seaford, Delaware 19972

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

Issued 24th day of April, 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 sixty days from date of service, 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: Patrick E. Thompson
Address: 109 Lawyers Row
Centreville, Maryland 21617
Telephone: 758-1795

Name:

Address:

Marguerite H. Menke
Clerk

Copy of summons and proceedings delivered to Attorney for service.

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

LIBER 13 PAGE 500

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6642

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: MERRILL W. BOWEN, JR.
685 Auburn Ave.
Buffalo, New York 14222

You are hereby summoned to the Circuit Court for Queen Anne's County to the May Return Day of this Court, to answer an action at the suit of CAROLYN COURSEY
Methodist Manor House
Seaford, Delaware 19972

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

Issued 24th day of April, 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 sixty days from date of service, 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: Patrick E. Thompson
Address: 109 Lawyers Row
Centreville, Maryland 21617
Telephone: 758-1795

Name:

Address:

Marguerite W. Tinker
Clerk

Copy of summons and proceedings delivered to Attorney for service.

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

80508

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6642

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: MARIANNE THOMPSON
Marling Farms
Chester, Maryland 21619

You are hereby summoned to the Circuit Court for Queen Anne's County to the May Return Day of this Court, to answer an action at the suit of CAROLYN COURSEY
Methodist Manor House
Seaford, Delaware 19972

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

Issued 24th day of April, 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 May 20, 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: Patrick E. Thompson
Address: 109 Lawyers Row
Centreville, Maryland 21617
Telephone: 758-1795

Name:

Address:

Marguerite H. Meekins
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 24th day of April, 19 80, I executed service of process upon Marianne Thompson by delivering and leaving with him a copy of the summons and pleadings.

Walter J. Clough
Dep. Sheriff of Queen Annes County

CLERK'S OFFICE
1980 MAR 25 PM 2:51
QUEEN ANNE'S COUNTY

LIBER 13 PAGE 502

80507

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6642

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: KATHERINE L. COURSEY
Rt. 1, Box 179
Queenstown, Maryland 21658

You are hereby summoned to the Circuit Court for Queen Anne's County to the May Return Day of this Court, to answer an action at the suit of CAROLYN COURSEY
Methodist Manor House
Seaford, Delaware 19972

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

Issued 24th day of April, 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 May 20, 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: Patrick E. Thompson
109 Lawyers Row
Address: Centreville, Maryland 21617
Telephone: 758-1795

Name:

Address:

Marguerite W. Mankin
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 24th day of April, 19 80, I executed service of process upon Katherine L. Coursey by delivering and leaving with him a copy of the summons and pleadings.

Walter J. Clough
Sheriff of Queen Annes County

CLERK'S OFFICE
1980 APR 25 PM 2:51
QUEEN ANNE'S COUNTY

8D509

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6642

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: CAROLYN COURSEY THOMPSON
Pig Pen Road
Queenstown, MD 21658

You are hereby summoned to the Circuit Court for Queen Anne's County to the May Return Day of this Court, to answer an action at the suit of CAROLYN COURSEY
Methodist Manor House
Seaford, Delaware 19972

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

Issued 24th day of April, 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 May 20, 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: Patrick E. Thompson
109 Lawyers Row
Address: Centreville, Maryland 21617
Telephone: 758-1795

Name:

Address:

Marguerite H. Franklin
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 24th day of April, 1980, I executed service of process upon Carolyn Coursey Thompson by delivering and leaving with him a copy of the summons and pleadings.

Walter J. Clough
Sheriff of Queen Anne's County

CLERK
1980 APR 25 PM 2:51
QUEEN ANNE'S COUNTY

LIBER 13 PAGE 503

LIBER 13 PAGE 504 80510

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6642

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: FREDERICK K. BRYAN, SR.
Grasonville, Maryland 21638

You are hereby summoned to the Circuit Court for Queen Anne's County to the May Return Day of this Court, to answer an action at the suit of CAROLYN COURSEY
Methodist Manor House
Seaford, Delaware 19972

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

Issued 24th day of April, 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 May 20, 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: Patrick E. Thompson
Address: 109 Lawyers Row
Centreville, Maryland 21617
Telephone: 758-1795

Name:

Address:

Margaret H. Franklin
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 24th day of April, 19 80, I executed service of process upon Frederick K. Bryan by delivering and leaving with him a copy of the summons and pleadings.

CLERK, CIRCUIT COURT
1980 APR 25 PM 2:
QUEEN ANNE'S COUNTY

Walter J. Clough
Sheriff of Queen Anne's County

80511

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6642

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: VIRGINIA CLOUGH
Grasonville, Maryland 21638

You are hereby summoned to the Circuit Court for Queen Anne's County to the May Return Day of this Court, to answer an action at the suit of CAROLYN COURSEY
Methodist Manor House
Seaford, Delaware 19972

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

Issued 24th day of April, 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 May 20, 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: Patrick E. Thompson
109 Lawyers Row
Address: Centreville, Maryland 21617
Telephone: 758-1795

Name:

Address:

Marguerite H. Mankin
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 24th day of April, 1980, I executed service of process upon Virginia Clough by delivering and leaving with him a copy of the summons and pleadings.

Walter J. Clough
Sheriff of Queen Anne's County

CLERK
1980 APR 25 PM 2:51
QUEEN ANNE'S COUNTY

LIBER 13 PAGE 505

80512

LIBER 13 PAGE 506

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6642

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: OTHO B. COURSEY
Grasonville, Maryland 21638

You are hereby summoned to the Circuit Court for Queen Anne's County to the May Return Day of this Court, to answer an action at the suit of CAROLYN COURSEY
Methodist Manor House
Seaford, Delaware 19972

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

Issued 24th day of April, 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 May 20, 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: Patrick E. Thompson
109 Lawyers Row
Address: Centreville, Maryland 21617
Telephone: 758-1795

Name:

Address:

Marguerite H. Franklin
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 24th day of April, 19 80, I executed service of process upon Otho B. Coursey by delivering and leaving with him a copy of the summons and pleadings.

Walter J. Gough
Sheriff of Queen Annes County

CLERK CIRCUIT COURT
1980 APR 25 PM 2:50
QUEEN ANNE'S COUNTY

Gantz/103

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6642

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: LOIS E. SILSLEY
9812 Philadelphia Road
Baltimore, Maryland 21237

Petty Francis

You are hereby summoned to the Circuit Court for Queen Anne's County to the May Return Day of this Court, to answer an action at the suit of CAROLYN COURSEY
Methodist Manor House
Seaford, Delaware 19972

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

Issued 24th day of April, 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 May 20, 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: Patrick E. Thompson
109 Lawyers Row
Address: Centreville, Maryland 21617
Telephone: 758-1795

Name:

Address:

Marguerite H. Franks
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 29th day of April, 1980, I executed service of process upon Lois E. Silsley by delivering and leaving with him a copy of the summons and pleadings.

Summons, Pet. Order

Charles D. Hickey, Jr.
Sheriff of Balto. County

fee $5.00

CLERK
1980 MAY -1 AM 9:18
QUEEN ANNE'S COUNTY

LIBER 2613 PAGE 508

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

Serv 103

EQUITY SUMMONS: May Return Day

File No. 6642

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: DORIS M. PRZYBYLSKI
2002 Summit Ave.
Baltimore, Maryland 21237

You are hereby summoned to the Circuit Court for Queen Anne's County to the May Return Day of this Court, to answer an action at the suit of CAROLYN COURSEY
Methodist Manor House
Seaford, Delaware 19972

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

Issued 24th day of April, 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 May 20, 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: Patrick E. Thompson
109 Lawyers Row
Address: Centreville, Maryland 21617
Telephone: 758-1795

Name:

Address:

Marguerite H. Franken
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 28th day of April, 19 80, I executed service of process upon Doris M. Przybylski by delivering and leaving with him a copy of the summons and pleadings.

Summons Pet Ord
CLERK

Charles H. Hickey Jr.
Sheriff of Baltimore County

1980 MAY -1 AM 9:18
QUEEN ANNE'S COUNTY

$5.00

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6642

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: NETTIE MEISE
R. R. 6, Box 524
Salisbury, Maryland 21801

You are hereby summoned to the Circuit Court for Queen Anne's County to the May Return Day of this Court, to answer an action at the suit of CAROLYN COURSEY
Methodist Manor House
Seaford, Delaware 19972

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

Issued 24th day of April, 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 May 20, 1980, the Plaintiff(s) may obtain a decree pro confcsso against you which upon proper proof may be converted to a final decree for the relief demanded.

Plaintiff(s) Attorney's

Name: Patrick E. Thompson
109 Lawyers Row
Address: Centreville, Maryland 21617
Telephone: 758-1795

Name:

Address:

Marguerite H. Menkin
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 29 day of April, 1980, I executed service of process upon Nettie Meise by delivering and leaving with him a copy of the summons and pleadings.

Sheriff of Wicomico County

CLERK
1980 MAY -1 AM 9:18
QUEEN ANNE'S COUNTY

LIBER 13 PAGE 509

LIBER 13 PAGE 510

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6642

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: JOSEPHINE SANDERS
Bel Air Convalesarium, Room 322
6116 Bel Air Road
Baltimore, Maryland 21206

You are hereby summoned to the Circuit Court for Queen Anne's County to the May Return Day of this Court, to answer an action at the suit of CAROLYN COURSEY
Methodist Manor House
Seaford, Delaware 19972

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

Issued 24th day of April, 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 May 20, 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: Patrick E. Thompson
109 Lawyers Row
Address: Centreville, Maryland 21617
Telephone: 758-1795

Name:

Address:

Marguerite H. Markin
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 County, Court House

6642

4

Pw Pet & Exhibit

6116 Belair Rd

Summoned Josephine Sanders and a copy of the Process with a copy of the Petition and Exhibit left with the defendant at 6116 Belair Rd at 7:20 P.M. on the 28th day of April 1980 in the presence of Eugene E. Truer

George W. Freebaugh
Chief

10 of

CLERK ...
1980 MAY -1 AM 9:17
QUEEN ANNE'S COUNTY

RECEIVED
SHERIFF'S OFFICE
APR 25 9 21 AM '80
BALTIMORE CITY, MD.

23

LIBER 13 PAGE 511

LIBER 13 PAGE 512

CAROLYN COURSEY
Methodist Manor House
Seaford, Delaware 19772

PETITIONER

VS.

THE KNOWN AND UNKNOWN HEIRS
OF CHARLES O. COURSEY,
deceased

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
EQUITY NO. 6642

1980 MAY -1 PM 2:07
QUEEN ANNE'S COUNTY

STATEMENT UNDER OATH
PURSUANT TO
MARYLAND RULE 105 b.1.

I, Carolyn Coursey, do make oath as follows:

1. That I am the Petitoner in the above entitled case.

2. That I have made diligent, good faith efforts to locate the whereabouts and addresses of Rose Seybold, Eugene Seybold, Joan Seybold and Jim Seybold, the grandchildren of Guy H. Coursey, deceased and the children of Delle Bowen, deceased.

3. That such efforts as aforesaid include numerous telephone calls and conversations with other of the heirs of Charles O. Coursey, deceased.

4. That when last heard from the aforesaid persons were living near Baltimore, but their present whereabouts are unknown.

5. That those persons listed in the Petition for Sale of Real Estate heretofore, filed in this cause constitute all of the heirs of Charles O. Coursey.

Carolyn Coursey
Carolyn Coursey

STATE OF Delaware, COUNTY OF Sussex, TO WIT:

I HEREBY CERTIFY, that on this 29th day of April, 1980, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared CAROLYN COURSEY, and made oath in due form of law that the matters and facts set forth in the aforegoing Statement Under Oath Pursuant To Maryland Rule 105 b.1. are true to the best of her acknowledge and belief.

WITNESS my hand and Notarial Seal.

Adrienne Paulette Raymond
Notary Public
My commission expires:
~~July 1, 1982~~
April 28, 1982

CAROLYN COURSEY Methodist Manor House Seaford, Delaware 19972 PETITIONER VS. THE KNOWN AND UNKNOWN HEIRS OF CHARLES O. COURSEY deceased	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY EQUITY NO. 6642

ORDER

Upon the aforegoing Statement Under Oath Pursuant to Maryland Rule 105 b.1. it is ORDERED by the Circuit Court for Queen Anne's County this 2nd day of May, 1980 that service of process by publication be made upon Rose Seybold, Eugene Seybold, Joan Seybold, Jim Seybold and the unknown heirs of Charles O. Coursey, deceased.

AND IT IS FURTHER ORDERED that the Sheriff of Queen Anne's County set up a copy of the Order of Publication upon the land which is the subject of the Petition for Sale of Real Estate heretofore filed in this cause pursuant to Maryland Rule 111.

JUDGE

FILED
1980 MAY -2 PM 1:31
QUEEN ANNE'S COUNTY

LIBER 13 PAGE 514

CAROLYN COURSEY Methodiat Manor House Seaford, Delaware 19972 PETITIONER VS. THE KNOWN AND UNKNOWN HERIS OF CHARLES O. COURSEY deceased	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY EQUITY NO. 6642

ORDER OF PUBLICATION

ORDERED, by the Circuit Court for Queen Anne's County, the Defendants Rose Seybold, Eugene Seybold, Joan Seybold, Jim Seybold and any unknown heirs of Charles O. Coursey, deceased are hereby notified that Carolyn Coursey has filed an action for sale of real estate naming the said Rose Seybold, Eugene Seybold, Joan Seybold, Jim Seybold and any unknown heirs of Charles O. Coursey, deceased, as Defendants and stating the last, known address of the said named persons as Baltimore, Maryland.

DEFENDANTS ROSE SEYBOLD, EUGENE SEYBOLD, JOAN SEYBOLD, JIM SEYBOLD AND ANY UNKNOWN HERIS OF CHARLES O. COURSEY, DECEASED ARE HEREBY WARNED THAT FAILURE TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE July 7, 1980 MAY RESULT IN THE CASE PROCEEDING AGAINST EACH OF THEM INDIVIDUALLY BY DEFAULT.

And the Sheriff of Queen Anne's County shall set up a copy of this Order of Publication upon the land which is the subject of the Petition for sale of Real Estate heretofore filed in this cause.

Marguerite H. Mankin
CLERK

Issued May 2, 1980

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6642

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: ANNABELLE PALMER
4320 Valley Stream Ave.
Burtonville, Maryland 20730

30 APR 25 P 2: 19

RECEIVED MONTGOMERY CO. SHERIFF'S DEPT.

You are hereby summoned to the Circuit Court for Queen Anne's County to the May Return Day of this Court, to answer an action at the suit of CAROLYN COURSEY
Methodist Manor House
Seaford, Delaware 19972

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

Issued 24th day of April, 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 May 20, 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: Patrick E. Thompson
109 Lawyers Row
Address: Centreville, Maryland 21617
Telephone: 758-1795

Name:

Address:

Marguerite H. Mank
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 28 day of April, 1980, I executed service of process upon Annabelle Palmer by delivering and leaving with him a copy of the summons and pleadings.

James A. Young
Sheriff of Montgomery County

CLERK
1980 MAY -2 AM 9:21
QUEEN ANNE'S COUNTY

LIBER 13 PAGE 515

LIBER 13 PAGE 516

Liber 103

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6642

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:
JAMES L. SIMMONS, JR.
7311 Stratton Way
Baltimore, Maryland 21224

You are hereby summoned to the Circuit Court for Queen Anne's County to the May Return Day of this Court, to answer an action at the suit of CAROLYN COURSEY
Methodist Manor House
Seaford, Delaware 19972

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

Issued 24th day of April, 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 May 20, 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: Patrick E. Thompson
109 Lawyers Row
Address: Centreville, Maryland 21617
Telephone: 758-1795

Name:

Address:

Marguerite H. Rankin
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 30 day of April, 1980, I executed service of process upon James L. Simmons Jr. by delivering and leaving with him a copy of the summons and pleadings.

Summons Ret Ord

Charles H. Hickey Jr.
Sheriff of Baltimore County

CLERK CIRCUIT COURT
1980 MAY -2 AM 9:21
QUEEN ANNE'S COUNTY

$5.00

285-1081

Filing 103

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

May Return Day

File No. 6642

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: JAMES L. SIMMONS, SR.
7311 Stratton Way
Baltimore, Maryland 21224

You are hereby summoned to the Circuit Court for Queen Anne's County to the May Return Day of this Court, to answer an action at the suit of CAROLYN COURSEY
Methodist Manor House
Seaford, Delaware 19972

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

Issued 24th day of April, 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 May 20, 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: Patrick E. Thompson
109 Lawyers Row
Address: Centreville, Maryland 21617
Telephone: 758-1795

Name:

Address:

Marguerite H. Rankin
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 30 day of April, 1980, I executed service of process upon James L. Simmons Sr.
by delivering and leaving with him a copy of the summons and pleadings.

Summons, Ret-Order

Charles H. Hickey Jr
Sheriff of Baltimore County

CLERK

$5.00

1980 MAY -2 AM 9:22
QUEEN ANNE'S COUNTY

LIBER 13 PAGE 517

LIBER 13 PAGE 518

Kimerda 102

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6642

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: WILLIAM K. DICK, JR.
1421 Hadwick Rd.
Apt. B
Baltimore, Maryland 21221

You are hereby summoned to the Circuit Court for Queen Anne's County to the May Return Day of this Court, to answer an action at the suit of CAROLYN COURSEY
Methodist Manor House
Seaford, Delaware 19972

SL

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

Issued 24th day of April, 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 May 20, 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: Patrick E. Thompson
109 Lawyers Row
Address: Centreville, Maryland 21617
Telephone: 758-1795

Name:

Address:

Marguerite W. Meaden
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 1st day of May, 19 80, I executed service of process upon William K. Dick, Jr.
by delivering and leaving with him a copy of the summons and pleadings.

Summons, Pet. Order served on & left with William K. Dick, Jr. this 1st day of May, 1980

Charles H. Hickey, Jr.
Sheriff of Balto. County

Cost - $5.00

CLERK'S OFFICE
ISSUED MAY -6 AM 9:15
QUEEN ANNE'S COUNTY

Komenda 102

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6642

391-8512

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: BRENDA M. CAPOROSSI
1602 Riverwood Rd.
Baltimore, Maryland 21221

You are hereby summoned to the Circuit Court for Queen Anne's County to the May Return Day of this Court, to answer an action at the suit of CAROLYN COURSEY
Methodist Manor House
Seaford, Delaware 19972

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

Issued 24th day of April, 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 May 20, 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: Patrick E. Thompson
109 Lawyers Row
Address: Centreville, Maryland 21617
Telephone: 758-1795

Name:

Address:

Marguerite H. Mankin
Clerk

CLERK
1980 MAY -8 AM 9:25
QUEEN ANNE'S COUNTY

SHERIFF'S RETURN

Cost-$5.00

I HEREBY CERTIFY that on the 5th day of May, 1980, I executed service of process upon Brenda M. Caporrossi by delivering and leaving with him a copy of the summons and pleadings.

Charles H. Hickey, Jr.
Sheriff of Balto. Co., Md. County

Summons, Pet. Order

LIBER 13 PAGE 519

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6642

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: JOHN D. COURSEY
14311 Myer Ter.
Rockville, Maryland 20853

RECEIVED MONTGOMERY CO. SHERIFF'S DEPT. 30 APR 25 P 2: 19

You are hereby summoned to the Circuit Court for Queen Anne's County to the May Return Day of this Court, to answer an action at the suit of CAROLYN COURSEY
Methodist Manor House
Seaford, Delaware 19972

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

Issued 24th day of April, 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 May 20, 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: Patrick E. Thompson
109 Lawyers Row
Address: Centreville, Maryland 21617
Telephone: 758-1795

Name:

Address:

Marguerite H. Parker
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

NON-EST 5-6-80

Not in when service attempted

Sheriff Montgomery County, Maryland

CLERK

1980 MAY -8 AM 9:25

QUEEN ANNE'S COUNTY,

1980 MAY -8 AM 9:25

QUEEN ANNE'S COUNTY

LIBER 13 PAGE 522

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6642

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: JOHN D. COURSEY
14311 Myer Ter.
Rockville, Maryland 20853

You are hereby summoned to the Circuit Court for Queen Anne's County to the May Return Day of this Court, to answer an action at the suit of CAROLYN COURSEY
Methodist Manor House
Seaford, Delaware 19972

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

Issued 29th day of April, 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 May 20, 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: Patrick E. Thompson
Address: 109 Lawyers Row
Centreville, Maryland 21617
Telephone: 758-1795

Name:

Address:

MARGUERITE W. MANKIN
Clerk

TRUE COPY, TEST:
MARGUERITE W. MANKIN, CLERK
BY: Betty M. Cemegys DEPUTY 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

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: JUNE Return Day

File No. 6642

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: JOHN D. COURSEY
14311 Myer Ter.
Rockville, Maryland 20853

30 MAY 16 A 8: 28

RECEIVED MONTGOMERY CO. SHERIFF'S DEPT.

You are hereby summoned to the Circuit Court for Queen Anne's County to the June Return Day of this Court, to answer an action at the suit of CAROLYN COURSEY
Methodist Manor House
Seaford, Delaware 19972

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

Issued 14th day of May, 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 June 17, 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: Patrick E. Thompson
109 Lawyers Row
Address: Centreville, Maryland 21617
Telephone: 758-1795

Name:

Address:

Marguerite H. Mankin
Clerk

RECEIVED
MAY 28 1980
BOARD OF LICENSE COMMISSIONERS

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 20 day of May, 1980, I executed service of process upon John D. Coursey by delivering and leaving with him a copy of the summons and pleadings.

1980 JUN -6 AM 9:56
QUEEN ANNE'S COUNTY

James A. Young by O'Berry
Sheriff of Montgomery County

LIBER 13 PAGE 523

LIBER 13 PAGE 524

CAROLYN COURSEY
Methodist Manor House
Seaford, Delaware 19972

PETITIONER

VS.

THE KNOWN AND UNKNOWN HEIRS OF CHARLES O. COURSEY deceased

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY NO. 6642

CERTIFICATE OF REGISTERED MAIL

The undersigned, Attorney for the Petitioner, Carolyn Coursey, does hereby certify that the certified copy of the Petition for Sale of Real Estate was served on Mary Catherine Pippin, by mailing the same to her at her last known address, 234 Schafer Blvd., New Castle, Delaware 19720 on April 28, 1980, and that service of the same was accepted by Mary Catherine Pippin on April 29, 1980, per certified mail notice and receipt attached hereto.

RECEIVED
CLERK OF CIRCUIT COURT
1980 JUL 24 PM 2:33
QUEEN ANNE'S COUNTY

Patrick E. Thompson
Attorney for Petitioner
109 Lawyers Row
Centreville, Maryland 21617
Telephone: 758-1795

PS Form 3811 AUG. 1978

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.

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

2. ARTICLE ADDRESSED TO:
Mary Catherine Pippin
234 Schafer Blvd.
New Castle, Delaware 19720

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	1812696	

(Always obtain signature of addressee or agent)

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

4. X Allen Pippin
DATE OF DELIVERY 4-29-80
POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:
CLERK'S INITIALS

☆GPO: 1978-272-932

P07 1812696

RECEIPT FOR CERTIFIED MAIL

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

SENT TO
Mary Catherine Pippin
STREET AND NO.
234 Schafer Blvd.
P.O., STATE AND ZIP CODE
New Castle, Delaware 19720

POSTAGE		28
CONSULT POSTMASTER FOR FEES	CERTIFIED FEE	80¢
OPTIONAL SERVICES	SPECIAL DELIVERY	¢
	RESTRICTED DELIVERY	¢
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		$ 1.53
POSTMARK OR DATE		

CENTREVILLE, MD. APR 28 1980 U.S.C.

PS Form 3800, Apr. 1976

CAROLYN COURSEY
Methodist Manor House
Seaford, Delaware 19972

PETITIONER

VS.

THE KNOWN AND UNKNOWN HEIRS OF CHARLES O. COURSEY deceased

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY NO. 6642

CERTIFICATE OF REGISTERED MAIL

The undersigned, Attorney for the Petitioner, Carolyn Coursey, does hereby certify that the certified copy of the Petition for Sale of Real Estate was served on Wilma Milliken, by mailing the same to her at her last known address, 100 Galax Street, Hampton, Virginia 23661 on April 28, 1980, and that service of the same was accepted by Wilma Milliken on April 30, 1980, per certified mail notice and receipt attached hereto.

Patrick E. Thompson
Attorney for Petitioner
109 Lawyers Row
Centreville, Maryland 21617
Telephone: 758-1795

1980 JUL 24 PM 2:33

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:
Wilma Milliken
100 Galax Street
Hampton, Virginia 23661

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	1812694	

(Always obtain signature of addressee or agent)

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

4. DATE OF DELIVERY 4/30/80

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE

POSTMARK

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

P07 1812694

RECEIPT FOR CERTIFIED MAIL

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

SENT TO: Wilma Milliken
STREET AND NO: 100 Galax Street
P.O., STATE AND ZIP CODE: Hampton, Virginia 23661

POSTAGE		29
CONSULT POSTMASTER FOR FEES	CERTIFIED FEE	80¢
OPTIONAL SERVICES	SPECIAL DELIVERY	¢
	RESTRICTED DELIVERY	¢
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		$1.53
POSTMARK OR DATE		

PS Form 3800, Apr. 1976

LIBER 13 PAGE 526

CAROLYN COURSEY Methodist Manor House Seaford, Delaware 19972	:	
PETITIONER	:	IN THE CIRCUIT COURT FOR
VS.	:	QUEEN ANNE'S COUNTY
THE KNOWN AND UNKNOWN HEIRS OF CHARLES O. COURSEY deceased	:	EQUITY NO. 6642

: : : : : : : : : : :

CERTIFICATE OF REGISTERED MAIL

The undersigned, Attorney for the Petitioner, Carolyn Coursey, does hereby certify that the certified copy of the Petition for Sale of Real Estate was served on Beryl Ann Knowlton, by mailing the same to her at her last known address, c/o Mrs. Jerry Helfer, 363 Wildwood Avenue, Salamanca, New York 14779, on April 28, 1980 and that service of the same was accepted by Beryl Ann Knowlton on April 30, 1980, per certified mail notice and receipt attached hereto.

Patrick E. Thompson
Attorney for Petitioner
109 Lawyers Row
Centreville, Maryland 21617
Telephone: 758-1795

CLERK'S OFFICE
1980 JUL 24 PM 2:33
QUEEN ANNE'S COUNTY

PS Form 3811 AUG. 1978 — RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.

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

2. ARTICLE ADDRESSED TO:
Beryl Ann Knowlton
c/o Mrs. Jerry Helfer
363 Wildwood Avenue
Salamanca, N.Y. 14779

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	1812698	

(Always obtain signature of addressee or agent)

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

4. DATE OF DELIVERY 4/30/80 — POSTMARK SALAMANCA N.Y. APR 30 1980 USA

5. ADDRESS (Complete only if requested)

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

☆ GPO : 1978 272-832

P07 1812698

RECEIPT FOR CERTIFIED MAIL

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

SENT TO
Beryl Ann Knowlton
STREET AND NO. c/o Mrs. Jerry Helfer
P.O., STATE AND ZIP CODE 363 Wildwood Avenue
POST Salamanca, N.Y. 14779

CONSULT POSTMASTER FOR FEES	CERTIFIED FEE	80 ¢
OPTIONAL SERVICES	SPECIAL DELIVERY	¢
	RESTRICTED DELIVERY	¢
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		$1.53

POSTMARK OR DATE VILLE, U.S.A. APR 28 1980

PS Form 3800, Apr. 1976

CAROLYN COURSEY Methodist Manor House Seaford, Delaware 19972	:	
PETITIONER	:	IN THE CIRCUIT COURT FOR
VS.	:	QUEEN ANNE'S COUNTY
THE KNOWN AND UNKNOWN HEIRS OF CHARLES O. COURSEY deceased	:	EQUITY NO. 6642

: : : : : : : : : : :

CERTIFICATE OF REGISTERED MAIL

The undersigned, Attorney for the Petitioner, Carolyn Coursey, does hereby certify that the certified copy of the Petition for Sale of Real Estate was served on Merrill W. Bowen, Sr., by mailing the same to him at his last known address, J-52 R.F.D. No. 1, Salamanca, New York 14779 on April 28, 1980, and that service of the same was accepted by Merrill W. Bowen, Sr., on April 30, 1980, per certified mail notice and receipt attached hereto.

Patrick E. Thompson
Attorney for Petitioner
109 Lawyers Row
Centreville, Maryland 21617
Telephone: 758-1795

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:
Merrill W. Bowen, Sr.
J-52 R.F.D. No. 1
Salamanca, N.Y. 14779

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	1812699	

4. (Always obtain signature of addressee or agent)
I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
Merrill Bowen, Sr.
DATE OF DELIVERY
POSTMARK
SALAMANCA, N.Y. APR 30 1980 USPO

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

☆ GPO 1978-272-362

P07 1812699

RECEIPT FOR CERTIFIED MAIL

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

SENT TO
Merrill W. Bowen, Sr.
STREET AND NO.
J-52 R.F.D. No. 1
P.O., STATE AND ZIP CODE
Salamanca, N.Y. 14779

POSTAGE		$ .28
CERTIFIED FEE		.80¢
CONSULT POSTMASTER FOR FEES — OPTIONAL SERVICES	SPECIAL DELIVERY	¢
	RESTRICTED DELIVERY	¢
	RETURN RECEIPT SERVICE: SHOW TO WHOM AND DATE DELIVERED	.40¢
	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		$ 1.53

POSTMARK OR DATE
U.S. POSTAGE CENTREVILLE APR 30 1980

PS Form 3800, Apr. 1976

LIBER 13 PAGE 527

LIBER 13 PAGE 528

CAROLYN COURSEY Methodist Manor House Seaford, Delaware 19972	:	
PETITIONER	:	IN THE CIRCUIT COURT FOR
VS.	:	QUEEN ANNE'S COUNTY
THE KNOWN AND UNKNOWN HEIRS OF CHARLES O. COURSEY deceased	:	EQUITY NO. 6642

: : : : : : : : : : :

CERTIFICATE OF REGISTERED MAIL

The undersigned, Attorney for the Petitioner, Carolyn Coursey, does hereby certify that the certified copy of the Petition for Sale of Real Estate was served on Patricia C. Helfer, by mailing the same to her at her last known address, 363 Wildwood Avenue, Salamanca, New York 14779 on April 28, 1980, and that service of the same was accepted by Patricia C. Helfer on April 30, 1980, per certified mail notice and receipt attached hereto.

CLERK CIRCUIT COURT
1980 JUL 24 PM 2:33
QUEEN ANNE'S COUNTY

Patrick E. Thompson
Attorney for Petitioner
109 Lawyers Row
Centreville, Maryland 21617
Telephone: 758-1795

PS Form 3811, Apr. 1977 RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse

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

2. ARTICLE ADDRESSED TO:
Patricia Carol Helfer
363 Wildwood Avenue
Salamanca, New York 14779

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	1812690	

(Always obtain signature of addressee or agent)

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

4. Patricia C. Helfer

DATE OF DELIVERY 4/30/80

POSTMARK APR 30 1980 U.S.P.O. SALAMANCA, N.Y.

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS KV

☆GPO 1977-0-249 595

P07 1812690

RECEIPT FOR CERTIFIED MAIL

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

SENT TO
Patricia C. Helfer
STREET AND NO.
363 Wildwood Ave.
P.O., STATE AND ZIP CODE
Salamanca, N.Y. 14779

POSTAGE		$ 27
CONSULT POSTMASTER FOR FEES	CERTIFIED FEE	90 ¢
OPTIONAL SERVICES	SPECIAL DELIVERY	¢
	RESTRICTED DELIVERY	¢
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		$ 1.53
POSTMARK OR DATE		APR 28 1980 U.S.P.O. CENTREVILLE, MD.

PS Form 3800, Apr. 1976

CAROLYN COURSEY
Methodist Manor House
Seaford, Delaware 19972

PETITIONER

VS.

THE KNOWN AND UNKNOWN HEIRS OF CHARLES O. COURSEY deceased

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY NO. 6642

CERTIFICATE OF REGISTERED MAIL

The undersigned, Attorney for the Petitioner, Carolyn Coursey, does hereby certify that the certified copy of the Petition for Sale of Real Estate was served on William K. Dick, Sr., by mailing the same to him at his last known address, 100 Galax Street, Hampton, Virginia 23661 on April 28, 1980, and that service of the same was accepted by William K. Dick, Sr., on April 30, 1980, per certified mail notice and receipt attached hereto.

1980 JUL 24 PM 2:33
QUEEN ANNE'S COUNTY

Patrick E. Thompson
Attorney for Petitioner
109 Lawyers Row
Centreville, Maryland 21617
Telephone: 758-1795

PS Form 3811 AUG. 1978 RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
- ☐ Show to whom and date delivered ..... ¢
- ☐ Show to whom, date, and address of delivery ..... ¢
- ☐ RESTRICTED DELIVERY Show to whom and date delivered ..... ¢
- ☐ RESTRICTED DELIVERY. Show to whom, date, and address of delivery. $____

(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
William K. Dick, Sr.
100 Galax Street
Hampton, Virginia 23661

3. ARTICLE DESCRIPTION.

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
[illegible]	1812695	

(Always obtain signature of addressee or agent)

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

4. DATE OF DELIVERY 4/30/80 POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

GPO : 1978-272-93

P07 1812695

RECEIPT FOR CERTIFIED MAIL

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

SENT TO William K. Dick, Sr.
STREET AND NO. 100 Galax St.
P.O., STATE AND ZIP CODE Hampton, Virginia 23661

POSTAGE		$ 28
CONSULT POSTMASTER FOR FEES	CERTIFIED FEE	80 ¢
OPTIONAL SERVICES	SPECIAL DELIVERY	¢
	RESTRICTED DELIVERY	¢
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		$ 1.53
POSTMARK OR DATE		

PS Form 3800, Apr. 1976

APR 28 1980

LIBER 13 PAGE 529

LIBER 13 PAGE 530

CAROLYN COURSEY
Methodist Manor House
Seaford, Delaware 19972

PETITIONER

VS.

THE KNOWN AND UNKNOWN HEIRS OF CHARLES O. COURSEY deceased

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY NO. 6642

CERTIFICATE OF REGISTERED MAIL

The undersigned, Attorney for the Petitioner, Carolyn Coursey, does hereby certify that the certified copy of the Petition for Sale of Real Estate was served on Nellie Lloyd, by mailing the same to her at her last known address, P.O. Box 281, Berryville, Maryland 22611, on April 28, 1980, and that service of the same was accepted by Nellie Lloyd on April 30, 1980, per certified mail notice and receipt attached hereto.

CLERK'S ... 1980 JUL 24 PM 2:33 QUEEN ANNE'S COUNTY

Patrick E. Thompson
Attorney for Petitioner
109 Lawyers Row
Centreville, Maryland 21617
Telephone: 758-1795

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:
Nellie Lloyd
P.O. Box 281
Berryville, Virginia 22611

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	1812692	

(Always obtain signature of addressee or agent)

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

4. Nellie Lloyd
DATE OF DELIVERY
Ann Lloyd
POSTMARK

5. ADDRESS (Complete only if requested)
4/30/80

6. UNABLE TO DELIVER BECAUSE:
CLERK'S INITIALS

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

☆ GPO1 1978-273-362

P07 1812692

RECEIPT FOR CERTIFIED MAIL

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

SENT TO Nellie Lloyd
STREET AND NO. P.O. Box 281
P.O. STATE AND ZIP CODE Berryville, Md. 22611

POSTAGE		$ 28
CONSULT POSTMASTER FOR FEES	CERTIFIED FEE	90 ¢
OPTIONAL SERVICES	SPECIAL DELIVERY	¢
	RESTRICTED DELIVERY	¢
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		$1.53
POSTMARK OR DATE		

VILLA MD APR 28 1980 U.S.

PS Form 3800, Apr. 1976

CAROLYN COURSEY
Methodist Manor House
Seaford, Delaware 19972

PETITIONER

VS.

THE KNOWN AND UNKNOWN HEIRS OF CHARLES O. COURSEY deceased

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY NO. 6642

CERTIFICATE OF REGISTERED MAIL

The undersigned, Attorney for the Petitioner, Carolyn Coursey, does hereby certify that the certified copy of the Petition for Sale of Real Estate was served on Alverta C. Pierce, by mailing the same to her at her last known address, 809 S.E. Second Street, Evansville, Indiana 47713, on April 28, 1980, and that service of the same was accepted by Alverta C. Pierce on May 8, 1980, per certified mail notice and receipt attached hereto.

1980 JUL 24 PM 2:34

Patrick E. Thompson
Attorney for Petitioner
109 Lawyers Row
Centreville, Maryland 21617
Telephone: 758-1795

PS Form 3811 AUG. 1978

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

SENDER: Complete items 1, 2 and 3. Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
- ☐ Show to whom and date delivered.....¢
- ☐ Show to whom, date, and address of delivery.....¢
- ☐ RESTRICTED DELIVERY Show to whom and date delivered.....¢
- ☐ RESTRICTED DELIVERY. Show to whom, date, and address of delivery.$____

(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Alverta C. Pierce
809 S.E. Second Street
Evansville, Indiana 47713

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	1812693	

(Always obtain signature of addressee or agent)

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

4. DATE OF DELIVERY — POSTMARK MAY 8 1980

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

P07 1812693

RECEIPT FOR CERTIFIED MAIL

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

SENT TO Alverta C. Pierce
STREET AND NO. 809 S.E. Second St.
P.O., STATE AND ZIP CODE Evansville, Indiana 47713

POSTAGE		28
CONSULT POSTMASTER FOR FEES	CERTIFIED FEE	82 ¢
OPTIONAL SERVICES	SPECIAL DELIVERY	¢
	RESTRICTED DELIVERY	¢
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		$1.40

POSTMARK OR DATE

VILLE MD APR. 28 1980

PS Form 3800, Apr. 1976

LIBER 13 PAGE 532

CAROLYN COURSEY
Methodist Manor House
Seaford, Delaware 19972

PETITIONER

VS.

THE KNOWN AND UNKNOWN HEIRS OF CHARLES O. COURSEY deceased

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY NO. 6642

CERTIFICATE OF REGISTERED MAIL

The undersigned, Attorney for the Petitioner, Carolyn Coursey, does hereby certify that the certified copy of the Petition for Sale of Real Estate was served on Charles O. Bryan, by mailing the same to his at his last known address, 1192 N. Shore Drive, Jacksonville, Florida 32208, on April 28, 1980 and that service of the same was accepted by Charles C. Bryan on April 30, 1980, per certified mail notice and receipt attached hereto.

CLERK'S INITIALS
1980 JUL 24 PM 2:34
QUEEN ANNE'S COUNTY

Patrick E. Thompson
Attorney for Petitioner
109 Lawyers Row
Centreville, Maryland 21617
Telephone: 758-1795

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:
Charles C. Bryan
1192 North Shore Drive
Jacksonville, Florida 32208

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	1812697	

(Always obtain signature of addressee or agent)

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

4. DATE OF DELIVERY 4-30-80 POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

☆ GPO: 1978-272-582

P07 1812697

RECEIPT FOR CERTIFIED MAIL

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

SENT TO
Charles C. Bryan
STREET AND NO.
1192 N. Shore Drive
P.O., STATE AND ZIP CODE
Jacksonville, Florida 32208

POSTAGE		28
CONSULT POSTMASTER FOR FEES	CERTIFIED FEE	80 ¢
OPTIONAL SERVICES	SPECIAL DELIVERY	¢
	RESTRICTED DELIVERY	¢
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		$1.40
POSTMARK OR DATE		

VILLE, MD APR 28 1980

PS Form 3800, Apr. 1976

CAROLYN COURSEY Methodist Manor House Seaford, Delaware 19972	:	
PETITIONER	:	IN THE CIRCUIT COURT FOR
VS.	:	QUEEN ANNE'S COUNTY
THE KNOWN AND UNKNOWN HEIRS OF CHARLES O. COURSEY deceased	:	EQUITY NO. 6642

: : : : : : : : : : :

CERTIFICATE OF REGISTERED MAIL

The undersigned, Attorney for the Petitioner Carolyn Coursey, does hereby certify that the certified copy of the Petition for Sale of Real Estate was served on Merrill W. Bowen, Jr., by mailing the same to him at his last known address, 685 Auburn Avenue, Buffalo, New York 14222 on April 28, 1980, and that service of the same was accepted by Merrill W. Brown, Jr., on May 1, 1980, per certified mail notice and receipt attached hereto.

Patrick E. Thompson
Attorney for Petitioner
109 Lawyers Row
Centreville, Maryland 21617
Telephone: 758-1795

PS Form 3811 AUG. 1978 — RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

O SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.

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

2. ARTICLE ADDRESSED TO:
Merrill W. Bowen, Jr.
685 Auburn Avenue
Buffalo, New York 14222

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	1812700	

(Always obtain signature of addressee or agent)
I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
Merrill Bowen

4. DATE OF DELIVERY: MAY 1 1980 — POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

GPO 1973-272-

P07 1812700

RECEIPT FOR CERTIFIED MAIL

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

SENT TO: Merrill W. Bowen, Jr.
STREET AND NO.: 685 Auburn Avenue
P.O., STATE AND ZIP CODE: Buffalo, New York 14222

POSTAGE		.25
CERTIFIED FEE		.80
CONSULT POSTMASTER FOR FEES — OPTIONAL SERVICES	SPECIAL DELIVERY	¢
	RESTRICTED DELIVERY	¢
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		$ 1.53

POSTMARK OR DATE: VILLE MD APR 28 1980

PS Form 3800, Apr. 1976

LIBER 13 PAGE 534

CAROLYN COURSEY Methodist Manor House Seaford, Delaware 19972	:	
PETITIONER	:	IN THE CIRCUIT COURT FOR
VS.	:	QUEEN ANNE'S COUNTY
THE KNOWN AND UNKNOWN HEIRS OF CHARLES O. COURSEY deceased	:	EQUITY NO. 6642

: : : : : : : : : : :

CERTIFICATE OF REGISTERED MAIL

The undersigned, Attorney for the Petitioner, Carolyn Coursey, does hereby certify that the certified copy of the Petition for Sale of Real Estate was served on James E. Thawley, heir, by mailing the same to him at his last known address, State Road, New Castle, Delaware 19720, on April 28,1980 & that service of the same was accepted by James E. Thawley on April 29,1980, per certified mail notice and receipt attached hereto.

CLERK, CIRCUIT COURT
1980 JUL 24 PM 2:34
QUEEN ANNE'S COUNTY

Patrick E. Thompson
Attorney for Petitioner
109 Lawyers Row
Centreville, Maryland 21617
Telephone: 758-1795

PS Form 3811 AUG. 1978

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.

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

2. ARTICLE ADDRESSED TO:
James E. Thawley
State Road
New Castle, Delaware 19720

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	1812701	

(Always obtain signature of addressee or agent)

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

DATE OF DELIVERY 4-29-80

POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

☆ GPO : 1978-272-932

P07 1812701

RECEIPT FOR CERTIFIED MAIL

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

SENT TO James E. Thawley

STREET AND NO. State Road

P.O., STATE AND ZIP CODE New Castle, Delaware

POSTAGE		19720 28
CERTIFIED FEE		80¢
CONSULT POSTMASTER FOR FEES — OPTIONAL SERVICES: SPECIAL DELIVERY		¢
RESTRICTED DELIVERY		¢
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		$1.53
POSTMARK OR DATE		

VILLE APR 28 1980 MD

PS Form 3800, Apr. 1976

CAROLYN COURSEY,	*	
Petitioner	*	IN THE
	*	CIRCUIT COURT
v.	*	FOR
THE KNOWN AND UNKNOWN HEIRS OF CHARLES O. COURSEY, DECEASED,	*	QUEEN ANNE'S COUNTY
	*	Equity No.: 6642
Respondents	*	

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

ANSWER TO PETITION FOR
SALE OF REAL ESTATE

Beryl Ann Knowlton, Respondent and one of the heirs of Charles O. Coursey, in response to the Petition for Sale of Real Estate states as follows:

1. Respondent admits the allegations contained in paragraphs 1 through 11 of the Petition.

2. Respondent is presently residing at:

808 N.W. 76th Terrace
Plantation, Florida 33324

3. Further answering the Petition, Respondent submits to the jurisdiction of this Honorable Court and prays that the relief requested in said Petition be granted.

Beryl Ann Knowlton
Beryl Ann Knowlton

CERTIFICATE OF SERVICE

I CERTIFY that on this 29thday of August , 1980, I mailed a copy of the aforegoing Answer to Patrick E. Thompson, Esquire, 109 Lawyers Row, Centerville, Maryland, 21617.

Beryl Ann Knowlton
Beryl Ann Knowlton

CLERK OF COURT
1980 SEP -2 AM 9:32
QUEEN ANNE'S COUNTY

CAROLYN COURSEY Methodist Manor House Seaford, Delaware 19972	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
PETITIONER	:	EQUITY NO. 6642
VS.	:	
THE KNOWN AND UNKNOWN HEIRS OF CHARLES O. COURSEY, deceased	:	

DECREE PRO CONFESSO

The known and unknown heirs of Charles O. Coursey, deceased, namely, Katherine L. Coursey, Carolyn Coursey Thompson, Marianne Thompson, John D. Coursey, Annabelle Palmer, James E. Thawley, Nettie Meise, Mary Catherine Pippin, Frederick K. Bryan, Sr., Virginia Clough, Charles Coursey Bryan, Josephine Sanders, Otho B. Coursey, William K. Dick, Sr., Doris M. Przybylski, Lois E. Silsley, Wilma Milliken, William K. Dick, Jr., Brenda M. Caporossi, James L. Simmons, Jr., James L. Simmons, Sr., Alverta C. Pierce, Nellie Lloyd, Merrill W. Bowen, Sr., Merrill W. Bowen, Jr., Patricia Carol Helfer, Rose Seybold, Eugene Seybold, Joan Seybold and Jim Seybold, having been duly summoned to appear to the Petition for Sale of Real Estate to answer said Petition for Sale of Real Estate filed in this cause, and having failed to appear and answer thereto, according to the exigency of the said writ:

IT IS THEREUPON, this 31st day of October, 1980, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED AND DECREED, that the Petitioner is entitled to relief in the premises, and that the Petition for Sale of Real Estate be and is hereby taken pro confesso against the above named known and unknown heirs of Charles O. Coursey, deceased, but because it doth not certainly appear to what relief the Petitioner is entitled, it is further ADJUDGED AND ORDERED that leave is granted to the Petitioner to take testimony before any one of the standing Examiners of this Court to support the allegations of the Petition.

Clayton A. Carter
JUDGE

CLERK'S
80 OCT 31 PM 1:11
QUEEN ANNE'S COUNTY

TURNER & THOMPSON
ATTORNEYS AT LAW
109 LAWYERS ROW
CENTREVILLE, MARYLAND
21617

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

CAROLYN COURSEY

Law No. _____

Equity No. 6642

VS.

THE KNOWN AND UNKNOWN HEIRS OF CHARLES O. COURSEY, DECEASED

Date: October 31, 1980

NOTICE OF ~~JUDGMENT BY DEFAULT~~

~~ORDER~~

DECREE PRO CONFESSO

To: KATHERINE L. COURSEY
Rt. 1, Box 179
Queenstown, Maryland 21658

(Address)

In accordance with Maryland Rules of Procedure, you are notified that a ~~judgment by default~~/decree pro confesso was entered against you in the above entitled case on October 31, 1980.

You may be able to avoid a final ~~judgment~~/decree by taking immediate action in the proceeding.

Clerk

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

CAROLYN COURSEY

Law No. _____

Equity No. 6642

VS.

THE KNOWN AND UNKNOWN HEIRS

OF CHARLES O. COURSEY, DECEASED

Date: October 31, 1980

NOTICE OF ~~JUDGMENT BY DEFAULT~~

~~OR~~

DECREE PRO CONFESSO

To: CAROLYN COURSEY THOMPSON

Pig Pen Road

Queenstown, Maryland 21658

(Address)

In accordance with Maryland Rules of Procedure, you are notified that a ~~judgment by default~~/decree pro confesso was entered against you in the above entitled case on October 31, 1980.

You may be able to avoid a final ~~judgment~~/decree by taking immediate action in the proceeding.

_____

Clerk

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

CAROLYN COURSEY

Law No. _____

Equity No. 6642

VS.

THE KNOWN AND UNKNOWN HEIRS OF

CHARLES O. COURSEY, DECEASED

Date: October 31, 1980

NOTICE OF ~~JUDGMENT BY DEFAULT~~

~~OR~~

DECREE PRO CONFESSO

To: MARIANNE THOMPSON

Marling Farms

Chester, Maryland, 21619

(Address)

In accordance with Maryland Rules of Procedure, you are notified that a ~~judgment by default~~/decree pro confesso was entered against you in the above entitled case on October 31, 1980.

You may be able to avoid a final ~~judgment~~/decree by taking immediate action in the proceeding.

_____

Clerk

LIBER 13 PAGE 540

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

CAROLYN COURSEY

Law No. _____

Equity No. 6642

VS.

THE KNOWN AND UNKNOWN HEIRS OF

CHARLES O. COURSEY, DECEASED

Date: October 31, 1980

NOTICE OF ~~JUDGMENT BY DEFAULT~~

OR

DECREE PRO CONFESSO

To: JOHN D. COURSEY

14311 Myer Ter.

Rockville, MD 20853

(Address)

In accordance with Maryland Rules of Procedure, you are notified that a ~~judgment by default~~/decree pro confesso was entered against you in the above entitled case on October 31, 1980.

You may be able to avoid a final ~~judgment~~/decree by taking immediate action in the proceeding.

_____

Clerk

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

CAROLYN COURSEY

Law No. _____

Equity No. 6642

VS.

THE KNOWN AND UNKNOWN HEIRS OF

CHARLES O. COURSEY, DECEASED

Date: October 31, 1980

NOTICE OF ~~JUDGMENT BY DEFAULT~~

OR

DECREE PRO CONFESSO

To: ANNABELLE PALMER

4320 Valley Stream Ave.

Burtonville, Maryland, 20730

(Address)

In accordance with Maryland Rules of Procedure, you are notified that a ~~judgment by default~~/decree pro confesso was entered against you in the above entitled case on October 31, 1980.

You may be able to avoid a final ~~judgment~~/decree by taking immediate action in the proceeding.

_____

Clerk

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

CAROLYN COURSEY

Law No. _____

Equity No. 6642

VS.

THE KNOWN AND UNKNOWN HEIRS OF

CHARLES O. COURSEY, DECEASED

Date: October 31, 1980

NOTICE OF ~~JUDGMENT BY DEFAULT~~

~~OR~~

DECREE PRO CONFESSO

To: JAMES E. THALLEY

State Road

New Castle, Delaware 19720

(Address)

In accordance with Maryland Rules of Procedure, you are notified that a ~~judgment by default~~/decree pro confesso was entered against you in the above entitled case on October 31, 1980.

You may be able to avoid a final ~~judgment~~/decree by taking immediate action in the proceeding.

Clerk

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

CAROLYN COURSEY

Law No. _____

Equity No. 6642

VS.

THE KNOWN AND UNKNOWN HEIRS OF

CHARLES O. COURSEY, DECEASED

Date: October 31, 1980

NOTICE OF ~~JUDGMENT BY DEFAULT~~

OR

DECREE PRO CONFESSO

To: NETTIE MEISE

R. R. 6, Box 524

Salisbury, Maryland, 21801

(Address)

In accordance with Maryland Rules of Procedure, you are notified that a ~~judgment by default~~/decree pro confesso was entered against you in the above entitled case on October 31, 1980.

You may be able to avoid a final ~~judgment~~/decree by taking immediate action in the proceeding.

_____

Clerk

LIBER 13 PAGE 543

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

CAROLYN COURSEY

Law No. _____

Equity No. 6642

VS.

THE KNOWN AND UNKNOWN HEIRS OF

CHARLES O. COURSEY, DECEASED

Date: October 31, 1980

NOTICE OF ~~JUDGMENT BY DEFAULT~~

~~OR~~

DECREE PRO CONFESSO

To: MARY CATHERINE PIPPIN

234 Schafer Blvd.

New Castle, Delaware 19720

(Address)

In accordance with Maryland Rules of Procedure, you are notified that a ~~judgment by default~~/decree pro confesso was entered against you in the above entitled case on October 31, 1980.

You may be able to avoid a final ~~judgment~~/decree by taking immediate action in the proceeding.

Clerk

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

CAROLYN COURSEY

Law No. _____

Equity No. 6642

VS.

THE KNOWN AND UNKNOWN HEIRS OF

CHARLES O. COURSEY, DECEASED

Date: October 31, 1980

NOTICE OF ~~JUDGMENT BY DEFAULT~~

~~OR~~

DECREE PRO CONFESSO

To: FREDERICK K. BRYAN, SR.

Grasonville, Maryland

21638

(Address)

In accordance with Maryland Rules of Procedure, you are notified that a ~~judgment by default~~/decree pro confesso was entered against you in the above entitled case on October 31, 1980.

You may be able to avoid a final ~~judgment~~/decree by taking immediate action in the proceeding.

_____

Clerk

LIBER 13 PAGE 546

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

CAROLYN COURSEY

Law No.

Equity No. 6642

VS.

THE KNOWN AND UNKNOWN HEIRS OF

CHARLES O. COURSEY, DECEASED

Date: October 31, 1980

NOTICE OF ~~JUDGMENT BY DEFAULT~~

~~OR~~

DECREE PRO CONFESSO

To: VIRGINIA CLOUGH

GRASONVILLE, MARYLAND

21638

(Address)

In accordance with Maryland Rules of Procedure, you are notified that a ~~judgment by default~~/decree pro confesso was entered against you in the above entitled case on October 31, 1980.

You may be able to avoid a final ~~judgment~~/decree by taking immediate action in the proceeding.

Clerk

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

CAROLYN COURSEY

Law No. _____

Equity No. 6642

VS.

THE KNOWN AND UNKNOWN HEIRS OF

CHARLES O. COURSEY, DECEASED

Date: October 31, 1980

NOTICE OF ~~JUDGMENT BY DEFAULT~~

~~XXXXXX~~

DECREE PRO CONFESSO

To: CHARLES COURSEY BRYAN

1192 North Shore Drive

Jacksonville, Florida 32208

(Address)

In accordance with Maryland Rules of Procedure, you are notified that a ~~judgment by default~~/decree pro confesso was entered against you in the above entitled case on October 31, 1980.

You may be able to avoid a final ~~judgment~~/decree by taking immediate action in the proceeding.

_____

Clerk

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

CAROLYN COURSEY

Law No. _____

Equity No. 6642

VS.

THE KNOWN AND UNKNOWN HEIRS OF

CHARLES O. COURSEY, DECEASED

Date: October 31, 1980

NOTICE OF ~~JUDGMENT OR DEFAULT~~

~~OR~~

DECREE PRO CONFESSO

To: JOSEPHINE SANDERS

Bel Air Convalesarium, Room 322
6116 Bel Air Road
Baltimore, Ma yland, 21206
(Address)

In accordance with Maryland Rules of Procedure, you are notified that a ~~judgment by default~~/decree pro confesso was entered against you in the above entitled case on October 31, 1980.

You may be able to avoid a final ~~judgment~~/decree by taking immediate action in the proceeding.

_____
Clerk

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

CAROLYN COURSEY

Law No. _____

Equity No. 6642

VS.

THE KNOWN AND UNKNOWN HEIRS OF

CHARLES O. COURSEY, DECEASED

Date: October 31, 1980

NOTICE OF ~~JUDGMENT BY DEFAULT~~

~~XXXX~~

DECREE PRO CONFESSO

To: OTHO B. COURSEY

Grasonville, Maryland

21638

(Address)

In accordance with Maryland Rules of Procedure, you are notified that a ~~judgment by default~~/decree pro confesso was entered against you in the above entitled case on October 31, 1980.

You may be able to avoid a final ~~judgment~~/decree by taking immediate action in the proceeding.

_____

Clerk

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

CAROLYN COURSEY

Law No. _____

Equity No. 6642

VS.

THE KNOWN AND UNKNOWN HEIRS OF

CHARLES O. COURSEY, DECEASED

Date: October 31, 1980

NOTICE OF ~~JUDGMENT BY DEFAULT~~

~~OR~~

DECREE PRO CONFESSO

To: WILLIAM K. DICK, Sr.

100 Galax St.

Hampton, Virginia 23661

(Address)

In accordance with Maryland Rules of Procedure, you are notified that a ~~judgment by default~~/decree pro confesso was entered against you in the above entitled case on October 31, 1980.

You may be able to avoid a final ~~judgment~~/decree by taking immediate action in the proceeding.

_____

Clerk

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

CAROLYN COURSEY

Law No. _____

Equity No. 6642

VS.

THE KNOWN AND UNKNOWN HEIRS OF

CHARLES O. COURSEY, DECEASED

Date: October 31, 1980

NOTICE OF ~~JUDGMENT~~ ~~OR~~

DECREE PRO CONFESSO

To: DORIS M PRZYBYLSKI

2002 Summit Avenue

Baltimore, Maryland, 21237

(Address)

In accordance with Maryland Rules of Procedure, you are notified that a ~~judgment by default~~/decree pro confesso was entered against you in the above entitled case on October 31, 1980.

You may be able to avoid a final ~~judgment~~/decree by taking immediate action in the proceeding.

_____

Clerk

LIBER 13 PAGE 552

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

CAROLYN COURSEY

Law No. _____

Equity No. 6642

VS.

THE KNOWN AND UNKNOWN HEIRS OF

CHARLES O. COURSEY, DECEASED

Date: October 31, 1980

NOTICE OF ~~JUDGMENT BY DEFAULT~~

~~OR~~

DECREE PRO CONFESSO

To: LOIS E SILSLEY

9812 Philadelphia Road

Baltimore, Maryland, 21237

(Address)

In accordance with Maryland Rules of Procedure, you are notified that a ~~judgment by default~~/decree pro confesso was entered against you in the above entitled case on October 31, 1980.

You may be able to avoid a final ~~judgment~~/decree by taking immediate action in the proceeding.

_____

Clerk

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

CAROLYN COURSEY

Law No. _____

Equity No. 6642

VS.

THE KNOWN AND UNKNOWN HEIRS OF

CHARLES O. COURSEY, DECEASED

Date: October 31, 1980

NOTICE OF ~~JUDGMENT BY DEFAULT~~

~~XOR~~

DECREE PRO CONFESSO

To: WILMA MILLIKEN

100 Galax St.

Hampton, Virginia 23661

(Address)

In accordance with Maryland Rules of Procedure, you are notified that a ~~judgment by default~~/decree pro confesso was entered against you in the above entitled case on October 31, 1980.

You may be able to avoid a final ~~judgment~~/decree by taking immediate action in the proceeding.

_____

Clerk

LIBER 13 PAGE 554

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

CAROLYN COURSEY

Law No. _____

Equity No. 6642

VS.

THE KNOWN AND UNKNOWN HEIRS OF

CHARLES O. COURSEY, DECEASED

Date: October 31, 1980

NOTICE OF ~~JUDGMENT BY DEFAULT~~

~~OR~~

DECREE PRO CONFESSO

To: WILLIAM K. DICK, JR.

1421 Hadwick Road, Apt. B

Baltimore, Maryland, 21221

(Address)

In accordance with Maryland Rules of Procedure, you are notified that a ~~judgment by default~~/decree pro confesso was entered against you in the above entitled case on October 31, 1980.

You may be able to avoid a final ~~judgment~~/decree by taking immediate action in the proceeding.

_____

Clerk

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

CAROLYN COURSEY

Law No. _____

Equity No. 6642

VS.

THE KNOWN AND UNKNOWN HEIRS OF

CHARLES O. COURSEY

Date: October 31, 1980

NOTICE OF ~~JUDGMENT OR DECREE~~

~~XXORXXX~~

DECREE PRO CONFESSO

To: BRENDA M CAPOROSSI

1602 Riverwood Road

Baltimore, MD 21221

(Address)

In accordance with Maryland Rules of Procedure, you are notified that a ~~judgment by default~~/decree pro confesso was entered against you in the above entitled case on October 31, 1980.

You may be able to avoid a final ~~judgment~~/decree by taking immediate action in the proceeding.

_____

Clerk

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

CAROLYN COURSEY

Law No. _____

Equity No. 6642

VS.

THE KNOWN AND UNKNOWN HEIRS OF

CHARLES O. COURSEY, DECEASED

Date: October 31, 1980

NOTICE OF ~~JUDGMENT BY DEFAULT~~

~~OR~~

DECREE PRO CONFESSO

To: JAMES L. SIMMONS, JR.

7311 Stratton Way

Baltimore, Maryland 21224

(Address)

In accordance with Maryland Rules of Procedure, you are notified that a ~~judgment by default~~/decree pro confesso was entered against you in the above entitled case on October 31, 1980.

You may be able to avoid a final ~~judgment~~/decree by taking immediate action in the proceeding.

_____

Clerk

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

CAROLYN COURSEY

Law No. _____

Equity No. 6642

VS.

THE KNOWN AND UNKNOWN HEIRS OF

CHARLES O. COURSEY, DECEASED

Date: October 31, 1980

NOTICE OF ~~JUDGMENT BY DEFAULT~~

~~XXXXX~~

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7311 Stratton Way

Baltimore, Maryland 21224
(Address)

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_____
Clerk

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

CAROLYN COURSEY

Law No. _____

Equity No. 6642

VS.

THE KNOWN AND UNKNOWN HEIRS OF

CHARLES O. COURSEY, DECEASED

Date: October 31, 1980

NOTICE OF ~~JUDGMENT BY DEFAULT~~

~~OR~~

DECREE PRO CONFESSO

To: ALVERTA C. PIERCE

809 S. E. Second St.

Evansville, Indiana 47713

(Address)

In accordance with Maryland Rules of Procedure, you are notified that a ~~judgment by default~~/decree pro confesso was entered against you in the above entitled case on October 31, 1980.

You may be able to avoid a final ~~judgment~~/decree by taking immediate action in the proceeding.

_____

Clerk

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

CAROLYN COURSEY

Law No. _____

Equity No. 6642

VS.

THE KNOWN AND UNKNOWN HEIRS OF

CHARLES O. COURSEY, DECEASED

Date: October 31, 1980

NOTICE OF ~~JUDGMENT BY DEFAULT~~

~~OR~~

DECREE PRO CONFESSO

To: NELLIE LLOYD

P.O. Box 281

Berryville, Virginia 22611

(Address)

In accordance with Maryland Rules of Procedure, you are notified that a ~~judgment by default~~/decree pro confesso was entered against you in the above entitled case on October 31, 1980.

You may be able to avoid a final ~~judgment~~/decree by taking immediate action in the proceeding.

_____

Clerk

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

CAROLYN COURSEY

Law No. _____

Equity No. 6642

VS.

THE KNOWN AND UNKNOWN HEIRS OF

CHARLES O. COURSEY, DECEASED

Date: October 31, 1980

NOTICE OF ~~JUDGMENT/DECREE~~

~~XORX~~

DECREE PRO CONFESSO

To: MERRILL W. BOWEN, SR.

J-52 RFD No. 1

Salamanca, New York 14779

(Address)

In accordance with Maryland Rules of Procedure, you are notified that a ~~judgment/decree~~/decree pro confesso was entered against you in the above entitled case on October 31, 1980.

You may be able to avoid a final ~~judgment~~/decree by taking immediate action in the proceeding.

Clerk

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

CAROLYN COURSEY

Law No. _____

Equity No. 6642

VS.

THE KNOWN AND UNKNOWN HEIRS OF

CHARLES O. COURSEY, DECEASED

Date: October 31, 1980

NOTICE OF ~~JUDGMENT BY DEFAULT~~

~~XXXORXXX~~

DECREE PRO CONFESSO

To: MERRILL W. BOWEN, JR.

685 Auburn Ave.

Buffalo, New York 14222

(Address)

In accordance with Maryland Rules of Procedure, you are notified that a ~~judgment by default~~/decree pro confesso was entered against you in the above entitled case on October 31, 1980.

You may be able to avoid a final ~~judgment~~/decree by taking immediate action in the proceeding.

_____

Clerk

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

CAROLYN COURSEY

Law No. _____

Equity No. 6642

VS.

THE KNOWN AND UNKNOWN HEIRS OF

CHARLES O. COURSEY, DECEASED

Date: October 31, 1980

NOTICE OF ~~JUDGMENT BY DEFAULT~~

OR

DECREE PRO CONFESSO

To: PATRICIA CAROL HELFER

363 Wildwood Avenue

Salamanca, New York 14779

(Address)

In accordance with Maryland Rules of Procedure, you are notified that a ~~judgment by default~~/decree pro confesso was entered against you in the above entitled case on October 31, 1980.

You may be able to avoid a final ~~judgment~~/decree by taking immediate action in the proceeding.

_____

Clerk

OFFICE OF
MARGUERITE W. MANKIN
CLERK OF THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
CENTREVILLE, MARYLAND 21617

RETURNED TO SENDER

UNDELIVERABLE AS ADDRESSED - UNABLE TO FORWARD

21221

LIBER 13 PAGE 563

William K. Dick, Jr.
1421 Hadwick Road, Apt. B
Baltimore, MD 21221

OFFICE OF
MARGUERITE W. MANKIN
CLERK OF THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
CENTREVILLE, MARYLAND 21617

LIBER 13 PAGE 564

Rec'd Nov. 6, 1980

6642

RETURNED TO SENDER
Not Deliverable
No Order on File

EVANSVILLE, IN 47
PM
14 NOV
1980

ALWAYS USE ZIP CODE

Alverta C. Pierce
809 S. E. Second St.
Evansville, Indiana 47713

Nov 4 1980
Berryville Va
Rt 1 Box 39

Marguerite W. Minkin
Clerk of Court for
Queen Anne Co
Centerville Md

This is to notify you that I have
recd your notice of Decree Pro Confesso
in regards to known & unknown heirs of
Charles O Coursey deceased. as a just and
legal heir to the above estate for which
in Part I am entitled please inform me
if there is anything that is further
required of me to become eligible
for same. I am in full accord with
Miss Carolyn Courseys decision to settle
and divide estate with legal heirs.

Please note my new address
and my telephone number is 703-955-1532

RECEIVED
CLERK, CIRCUIT COURT
1980 NOV -6 AM 9:25
QUEEN ANNE'S COUNTY

Nellie Coursey Floyd
Rt #1 Box 39
Berryville Va
22611

OFFICE OF
MARGUERITE W. MANKIN
CLERK OF THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
CENTREVILLE, MARYLAND 21617

6642

RETURNED TO WRITER

MOVED - LEFT NO ADDRESS
JACKSONVILLE, FL 32208

Charles Coursey Bryan
1192 North Shore Drive
Jacksonville, Florida 32208

LIBER 13 PAGE 566

RECEIVED
CLERK, CIRCUIT COURT
1980 NOV -7 AM 9:18
QUEEN ANNE'S COUNTY

CAROLYN COURSEY PETITIONER VS. THE KNOWN AND UNKNOWN HEIRS OF CHARLES O. COURSEY, deceased	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY EQUITY NO. 6642

The above cause being at issue and notice having been given me by the Solicitor for the Petitioner of a desire to take testimony in the same, I, Vachel A. Downes, Jr., Standing Examiner of said Court, assigned Friday, December 26, 1980 at 11:00 A.M., at the office of Patrick E. Thompson, 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 Petitioner to take the following depositions:

TURNER & THOMPSON
ATTORNEYS AT LAW
109 LAWYERS ROW
CENTREVILLE, MARYLAND
21617

FILED
JAN 22 1981
CIRCUIT COURT
QUEEN ANNE'S CO.

Questions by Mr. Thompson:

Q. Please state your name and address?

A. Carolyn Coursey, Methodist Manor House, Seaford, Delaware 19972.

Q. Miss Coursey are you related to Charles O. Coursey?

A. Yes, I am Charles O. Coursey's daughter.

Q. When did Charles O. Coursey die?

A. He died in 1930.

Q. I am going to show you the Last Will and Testament of Charles O. Coursey and ask you if it is infact the Last Will and Testament of Charles O. Coursey?

A. As well as I can remember it is.

Q. Now, this Will makes reference to certain Real Estate owned by Charles O. Coursey at the date of his death, are you familar with the real estate?

A. Yes, I am.

Q. Can you describe it briefly?

A. From time to time I have improved the home, and I have built the new garage.

Q. Is there a frame dwelling house on the property?

A. Yes there is.

Q. Other than that is the property woodland and marsh?

A. Yes woodland and marsh and a little bit of cleared land.

Q. Do you know approximately how large the land is?

A. According to the survey it is around 100 acres, a few more than 100 acres.

Q. How long did you live on the property?

A. I lived on the property from the date of my birth until November 17, 1979.

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CENTREVILLE, MARYLAND
21617

Q. How many other children did Charles O. Coursey have at the time of his death?

A. He had seven other children.

Q. What are their names?

A. Guy H. Coursey

Mollye McGuire

Maude F. Newcomb

Charles B. Coursey, who was deceased

Alice Pierson

Margaret Thawley

Edward Earl Coursey

Carolyn Coursey

Q. Are you the only surviving, unmarried child of Charles O. Coursey?

A. Yes I am.

Q. Are you presently unmarried?

A. Yes.

Q. Is it your desire that the Court order a sale of this Real Estate?

A. Yes it is my desire that the Court order a sale.

Q. Who are the surviving heirs as of todays date of Edward Earl Coursey?

A. Katherine L. Coursey

Carolyn Thompson

John D. Coursey

Annabelle Coursey Palmer

Marianne Thompson

Q. Is Margaret Thawley now deceased?

A. Yes that is correct.

Q. Who are her heirs?

A. James E. Thawley

Nettie Meise

Mary Catherine Pippin

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ATTORNEYS AT LAW
100 LAWYERS ROW
CENTREVILLE, MARYLAND
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Q. Is Alice Pierson now deceased?

A. Yes she is.

Q. Who are her heirs?

A. Frederick K. Bryan, Sr.

Virginia Clough

Charles Coursey Bryan

Q. Are those all of her children?

A. Yes.

Q. Is Charles B. Coursey now deceased?

A. Yes he is deceased.

Q. Who are his heirs?

A. Josephine Sanders

Otho B. Coursey

Lola Dick

Q. Is Lola Dick now deceased?

A. Yes.

Q. And who are her heirs?

A. Her husband William K. Dick, Sr.

Her children Doris M. Przybylski

Lois E. Silsley

Wilma Milliken

William K. Dick, Jr.

Buena Simmons now deceased and her children:

Brenda M. Caporossi

James L. Simmons, Jr. and her husband

James L. Simmons, Sr..

Q. Are Mollye McGuire and Maude Newcomb now deceased?

A. Yes they are now deceased.

Q. Did either of them have husband or children?

A. No they did not.

Q. Is Guy H. Coursey now deceased?

A. Yes he is.

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Q. Who are his heirs?

A. Alverta C. Pierce

Nellie Lloyd

Della Bowen who is now deceased.

Q. Who are Della Bowen's heirs?

A. Her husband, Merrill W. Bowen, Sr.,

Her children Merrill W. Bowen, Jr.,

Beryl Ann Knowlton

Patricia Carol Helfer

Rose Seybold

Eugene Seybold

Joan Seybold

Jim Seybold

Q. And those persons to the best of your knowledge, constitute all the surviving heirs of law of Charles O. Coursey?

A. Yes as far as I know.

Q. Have any other persons come to your knowledge or attention as being heirs of Charles O. Coursey?

A. No.

Q. The persons you've named today are the same persons who constituted the heirs at law of Charles O. Coursey on the date that this petition of Real Estate was signed?

A. Yes that is right.

Q. That is all.

(CONCLUSION)

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There being no further witnesses being named or produced to me, I then at the request of the Solicitor of the Petitioner, closed the deposition taken in said cause and herewith return them closed under my hand and seal, this 22 day of January, 1981, with costs chargeable to the Petitioner, as follows, to wit:

Vachel A. Downes, Jr., Examiner - - - - - - - - $35.00 Paid

Pamela J. Pippin, Stenographer - - - - - - - - $35.00 Paid P.J.P.

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 Petitioner and I served one hour.

Vachel A. Downes, Jr.

Vachel A. Downes, Jr., Examiner

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ATTORNEYS AT LAW
109 LAWYERS ROW
CENTREVILLE, MARYLAND
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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 CAROLYN COURSEY, personally appeared at the time and place herein set out and after having been duly sworn by Vachel A. Downes, Jr., 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 22nd day of January, 1981.

PAMELA J. PIPPIN NOTARY PUBLIC QUEEN ANNE'S COUNTY, MD.

Pamela J. Pippin
Pamela J. Pippin, Notary Public
My commission expires: July 1, 1982

TURNER & THOMPSON
ATTORNEYS AT LAW
199 LAWYERS ROW
CENTREVILLE, MARYLAND
21617

LIBER 13 PAGE 574

CAROLYN COURSEY Methodist Manor House Seaford, Delaware 19972 PETITIONER VS. THE KNOWN AND UNKNOWN HEIRS OF CHARLES O. COURSEY, deceased	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY EQUITY NO. 6642

: : : : : : : : :

DECREE FOR SALE OF REAL ESTATE

The Petition and Exhibits in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It is thereupon this 3rd day of February, 1980 K.E. by the Circuit Court for Queen Anne's County, In Equity, Adjudged, Ordered and Decreed, that the property in these proceedings mentioned be sold and that Patrick E. Thompson be and is hereby appointed Trustee to make said sale, and that the course and manner of his proceeding shall be as follows: he shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $50,000 conditioned for the faithful performance of the trust reposed in him by this Decree, or to be reposed in him by any future Decree or Order in these premises; he shall then proceed to make the sale, after having given notice by advertisement, inserted in some newspaper of general circulation in Queen Anne's County at least once in each week of three successive weeks, the first such publication to be not less than 15 days prior to sale and the last such publication to be not more than one week prior to sale; said sale shall be upon such terms and at such time, place and manner as the Trustee shall deem appropriate; and as soon as may be convenient after any such sale, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale, with an affidavit annexed of the truth thereof and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money, the said Trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Plaintiff and Defendants and those claiming by, from or under them, or either of them.

The said Trustee shall bring into this Court the money arising from said sale to be distributed under the direction of this Court, after deducting the cost of this suit and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his Trust.

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RECEIVED
CLERK, CIRCUIT COURT
1981 FEB -3 PM 3:32
QUEEN ANNE'S COUNTY

JUDGE

CAROLYN COURSEY	:	IN THE CIRCUIT COURT FOR
PETITIONER	:	QUEEN ANNE'S COUNTY
VS.	:	EQUITY NO. 6642
THE KNOWN AND UNKNOWN HEIRS OF CHARLES O. COURSEY, deceased	:	

AFFIDAVIT PURSUANT TO MARYLAND RULE BR 6 b. 3

The undersigned, being the purchaser of the real estate sold pursuant to Decree of Court in the above captioned proceeding does make affidavit as follows:

1. I am not acting as agent for anyone.

2. That there are no others interested as principals.

3. That he has not directly or indirectly discouraged anyone from bidding for the said property.

I do solemnly declare and affirm under the penalties of perjury that the matters and facts set forth in the aforegoing Affidavit are true and correct to the best of my knowledge, information and belief.

Mareen D. Waterman
Mareen D. Waterman
Purchaser in Chancery No. 6642

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ATTORNEYS AT LAW
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21617

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CLERK'S OFFICE
1981 APR 21 PM 12: 33
QUEEN ANNE'S COUNTY

CAROLYN COURSEY	:	IN THE CIRCUIT COURT FOR
PETITIONER	:	QUEEN ANNE'S COUNTY
VS.	:	EQUITY NO. 6642
THE KNOWN AND UNKNOWN HEIRS OF CHARLES O. COURSEY, deceased	:	

CERTIFICATE OF AUCTIONEER

I HEREBY CERTIFY, that I did sell at public auction:

Consisting of all that tract, part of a tract or parcel of land called "Hamstead". Situate, lying and being in the Fifth Election District of Queen Anne's County aforesaid on the South side of the public road from Winchester to Kent Island Ferry adjoining the lands formerly of John H. Quail and Henrietta B. Ford, contained within the following metes and bounds, courses and distances, to wit: Beginning at a point on said public road where the land of Charles O. Coursey and John H. Quail corner at the end of sixty-seven perches on the sixty fourth line of the whole tract called Hamstead as described in Plat and Certificate - No. 3 filed in Chancery No. 332, in the Circuit Court for Queen Anne's County, and running thence with the division line between the lands hereby described and the said land of John H. Quail South thirty two degrees thirty minutes West to the end of the thirtieth line of the whole tract as per said Plat and Certificate and thence with the thirtieth and other lines of the whole tract reversed South twenty-four degrees West two perches, thence North the forty-four degrees West twenty-nine perches, thence South seventy-five degrees West ten perches, thence South twenty-one degrees West twenty-one perches, thence South forty six degrees West twenty perches, thence South six degrees West eight perches thence South ten degrees East twelve perches, thence South fifty-eight degrees East twelve perches, thence South thirty degrees, East twenty perches thence South seven degrees East twelve perches thence South fifty-two degrees East, six perches, thence South eighty degrees East, twenty-five perches, thence South sixty-three degrees East ten perches, thence South eighty degrees, East twenty-four perches, thence North fifty-eight degrees East fourteen perches thence North forty-two degrees East eighteen perches, thence North twenty-eight degrees East thirty-four perches, thence North seventy-five degrees East four perches, thence North thirty-four degrees East sixteen perches, thence South ten degrees East ten perches thence South fifty-three degrees East, seven perches, thence South eighty degrees East eight perches, thence North forty degrees East four and eight tenths perches, thence South eighty

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ATTORNEYS AT LAW
108 LAWYERS ROW
CENTREVILLE, MARYLAND
21617

degrees East four perches, thence North forty eight degrees East six perches, thence South fifty-eight degrees East twenty-five perches, thence South forty-five degrees East thirty-five perches thence South seventy-eight degrees East twenty-one perches, thence with the second line of the whole tract reversed South fourteen degrees West ten perches or until it intersects with that part of the said tract called Hamstead, sold and conveyed by John B. Brown, Trustee to Henrietta B. Ford and thence North three degrees West ninety-three and eight tenths of a perch with the divisional line between the land herein described and the land formerly of the said Henrietta B. Ford to where said lands corner in the public road from Winchester to Kent Island Ferry and thence with said public road and the aforesaid sixty fourth line of the whole tract called Hamstead reversed North fifty degrees West on or about one hundred and forty-two perches to the aforesaid point of beginning, containing for the land herein described one hundred and fifty-six acres one rood and twenty-seven perches of land.

BEING the same lot or parcel of land which was granted and conveyed unto the said Charles O. Coursey by John B. Brown, Trustee, by deed of conveyance bearing date July 7, 1883 and recorded among the Land Records of Queen Anne's County, Maryland, in Liber S. C. D. No. 3, folio 187.

SAVE AND EXCEPT the following conveyances therefrom and thereout: (1) Deed to Millard H. South dated September 8, 1883 and recorded in Liber S. C. D. No. 3, folio 359; (2) Deed to John R. and Indiana Milligan dated September 8, 1883 and recorded in Liber S. C. D. No. 3, folio 381; (3) Deed to George Chesseg dated September 8, 1883 and recorded in Liber S. C. D. No. 3, folio 391; (4) Deed to Richard Smith dated August 27, 1884 and recorded in Liber S. C. D. No. 5, folio 49; (5) Deed to Charlotte Ruth dated December 18, 1884 and recorded in Liber S. C. D. No. 7, folio 536; (6) Deed to Millard H. Smith dated April 26, 1887 and recorded in Liber S. C. D. No. 10, folio 136; (7) Deed to Thomas O'Donnell dated July 24, 1888 and recorded in Liber W. D. No. 2, folio 25; (8) Deed to Thomas H. Summers dated April 1889 and recorded in Liber W. D. No. 3, folio 111; (9) Deed to Margaret L. Coursey dated April 29, 1889 and recorded in Liber W. D. No. 4, folio 116; (10) Deed to Carvossa Parks dated October 17, 1890 and recorded in Liber W. D. No. 5, folio 108; (11)Deed to James H. Collier dated October 17, 1890 and recorded in Liber W. D. No. 5, folio 108; (12) Deed to Mary E. Edinfield dated January 14, 1892 and recorded in Liber W. D. No. 6, folio 403; (13) Deed to William H. Johnson dated July 16, 1894 and recorded in Liber W. H. C. No. 1, folio 384; (14) Deed to Sarah M. Thomas dated August 4, 1896 and recorded in Liber W. H. C. No. 5, folio 31; (15) Deed to The Board of County School Commissioers dated August 25, 1897 and recorded in Liber W. H. C. No. 6, folio 435; (16) Deed to Carvossa Parks recorded in Liber W. H. C. No. 9, folio 288; (17) Deed to Carvossa Parks dated June 18, 1904 and recorded in Liber J. E. G. No. 6, folio 359; (18) Deed to Carvossa Parks dated September 28, 1906 and recorded in Liber S. S. No. 2, folio 158; (19) Deed to Marshall Smith dated April 9, 1909 and recorded in Liber S. S. No. 6, folio 189; (20) Deed to Oscar B. Smith dated September 16, 1908 and recorded in Liber S, S. No. 6, folio 189; (21) Deed to Winefred E. Saddler dated July 14, 1909 and recorded in Liber S. S. No. 6, folio 400; (22) Deed to Carvossa Parks dated May 21, 1910 and recorded in Liber S. S. No. 8, folio 30; (23) Deed to James E. Burke and Simuel Washington, dated July 1, 1910 and recorded in Liber

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109 LAWYERS ROW
CENTREVILLE, MARYLAND
21617

S. S. No. 8, folio 206; (24) Deed to Joseph H. Beecher dated January 13, 1917 and recorded in Liber W. F. W. No. 10, folio 94; (25) Deed to Fogle Collier dated May 9, 1917 and recorded in Liber W. F. W. No. 10, folio 358; (26) Deed to State Roads Commission dated April 3, 1924 and recorded in Liber B. H. T. No. 1, folio 447; (27) Deed to William W. Newcomb and Maud C. Newcomb, his wife, dated June 4, 1929 and recorded in Liber B. H. T. No. 9, folio 524.

All Libers above mentioned are Land Record Books for Queen Anne's County, Maryland.

TOGETHER with the improvements thereon consisting of a frame dwelling house and outbuildings.

In front of the Court House door in Centreville, Maryland, on Friday, April 10, 1981 at 12:00 noon, unto Mareen D. Waterman, by virtue of a decree of the Circuit Court for Queen Anne's County, in Equity No. 6642 passed February 3, 1981, at and for the sum of ONE HUNDRED TWENTY THOUSAND DOLLARS ($120,000.00).

Joseph A. Jackson, Jr.

Joseph A. Jackson, Jr., Auctioneer

TURNER & THOMPSON
ATTORNEYS AT LAW
109 LAWYERS ROW
CENTREVILLE, MARYLAND
21617

CAROLYN COURSEY	:	
PETITIONER	:	IN THE CIRCUIT COURT FOR
VS.	:	QUEEN ANNE'S COUNTY
THE KNOWN AND UNKNOWN HEIRS OF CHARLES O. COURSEY, deceased	:	EQUITY NO. 6642

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of real estate made in this cause by Patrick E. Thompson, the Trustee appointed to make such sale, unto your Honors, respectfully shows:

1. That pursuant to the Decree of this Honorable Court passed on the 3rd day of February, 1981, your Trustee filed a bond in this cause in the penalty of Fifty Thousand Dollars ($50,000.00) with corporate surety thereon which said bond was duly approved by the Clerk of this Court.

2. That thereupon pursuant to said Decree your Trustee advertised the property to be sold at public auction, in the Queen Anne's Record Observer and the Star Democrat, newspapers printed and published in Queen Anne's County for three successive weeks, the publication dates being March 25, 1981, April 1, 1981 and April 8, 1981, as appears by the certificate of publication filed with this Report of Sale, and marked "Trustee's Exhibit A."

3. That pursuant to said notice your Trustee attended in front of the Court House door in Centreville, Maryland at 12:00 noon on Friday, April 10, 1981, and having read aloud the notice as published in the Queen Anne's Record Observer and the Star Democrat then and there offered the property described in the notice for sale by Joseph A. Jackson, Jr., Auctioneer; and did then and there sell the property described in said advertisement to Mareen D. Waterman at and for the sum of One Hundred Twenty Thousand Dollars ($120,000.00) he being then and there the highest bidder for said property.

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

Respectfully submitted:

Patrick E. Thompson, Trustee

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

I HEREBY CERTIFY, that on this 21st day of April, 1981, before me, the subscriber, a Notary Public for the State and County aforesaid, personally appeared Patrick E. Thompson, the Trustee in the above entitled cause, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and bona fide as therein stated and that the sale was fairly made.

Notary Public
My commission expires July 1, 1982.

TURNER & THOMPSON
ATTORNEYS AT LAW
100 LAWYERS ROW
CENTREVILLE, MARYLAND
21617

RECEIVED
CLERK OF CIRCUIT COURT
1981 APR 21 PM 3:07
QUEEN ANNE'S COUNTY

CYNTHIA L. DAVIS NOTARY PUBLIC QUEEN ANNE'S CO., MD.

Centreville, Md. 4-10 19 81

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 3 successive weeks before the 9th day of April 19 81

And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 25th day of March 19 81, and the last insertion on the 8th day of April 19 81.

Publishers, Record Observer

Per Margie Freeman

RECEIVED
CLERK CIRCUIT COURT
1981 APR 21 PM 3 07
QUEEN ANNE'S COUNTY

TURNER & THOMPSON
ATTORNEYS AT LAW
109 LAWYERS ROW
CENTREVILLE, MARYLAND
21617

Trustee's Sale of Real Estate

The undersigned Trustee, by virtue of a decree of the Circuit Court for Queen Anne's County, in Equity passed February 3, 1981, in Cause No. 6642 in said Court, entitled "CAROLYN COURSEY, PETITIONER VS. THE KNOWN AND UNKNOWN HEIRS OF CHARLES O. COURSEY" will sell at public sale to the highest bidder, in front of the Court House door in Centreville, Maryland, on Friday, April 10, 1981 at 12.00 noon the following property:

Consisting of all that tract, part of a tract or parcel of land called "Hamstead". Situate, lying and being in the Fifth Election District of Queen Anne's County aforesaid on the South side of the public road from Winchester to Kent Island Ferry adjoining the lands formerly of John H. Quail and Henrietta B. Ford, contained within the following metes and bounds, courses and distances, to wit: Beginning at a point on said public road where the land of Charles O. Coursey and John H. Quail corner at the end of sixty-seven perches on the sixty-fourth line of the whole tract called Hamstead as described in Plat and Certificate - No. 3 filed in Chancery No. 332, in the Circuit Court for Queen Anne's County, and running thence with the division line between the lands hereby described and the said land of John H. Quail thirty-two degrees thirty minutes West to the end of the thirtieth line of the whole tract as per said Plat and Certificate and thence with the thirtieth and other lines of the whole tract reversed South twenty-four degrees West two perches, thence North the forty-four degrees West twenty-nine perches, thence South seventy-five degrees West ten perches, thence South twenty-one degrees West twenty-one perches, thence South forty-six degrees West twenty perches, thence South six degrees West eight perches thence South ten degrees East twelve perches, thence South fifty-eight degrees East twelve perches, thence South thirty degrees, East twenty perches thence South seven degrees East twelve perches thence South fifty two degrees East, six perches, thence South eighty degrees East, twenty-five perches, thence South sixty-three degrees East ten perches, thence South eighty degrees, East twenty-four perches, thence North fifty-eight degrees East fourteen perches thence North forty-two degrees East eighteen perches, thence North twenty-eight degrees East thirty-four perches, thence North seventy-five degrees East four perches, thence North thirty-four degrees East sixteen perches, thence South ten degrees East ten perches thence South fifty-three degrees East, seven perches, thence South eighty degrees East eight perches, thence North forty degrees East four and eight tenths perches, thence South eighty degrees East four perches, thence North forty-eight degrees East six perches, thence South fifty-eight degrees East twenty-five perches, thence South forty-five degrees East thirty-five perches thence South seventy-eight degrees East twenty-one perches, thence with the second line of the whole tract reversed Southfourteen degrees West ten perches or until it intersects with that part of the said tract called Hamstead, sold and conveyed by John B. Brown, Trustee to Henrietta B. Ford and thence North three degrees West ninety-three and eight tenths of a perch with the divisional line between the land herein described and the land formerly of the said Henrietta B. Ford to where said lands corner in the public road from Winchester to Kent Island Ferry and thence with said public road and the aforesaid sixty-fourth line of the whole tract called Hamstead reversed North fifty degrees West on or about one hundred and forty-two perches to the aforesaid point of beginning, containing for the land herein described one hundred and fifty-six acres one rod and twenty-seven perches of land.

BEING the same lot or parcel of land which was granted and conveyed unto the said Charles O. Coursey by John B. Brown, Trustee, by deed on conveyance bearing date July 7, 1883 and recorded among the Land Records of Queen Anne's County, Maryland, in Liber S.C.D. No. 3, folio 157.

SAVE AND EXCEPT the following conveyances therefrom and thereout: (1) Deed to Millard H. South dated September 8, 1883 and recorded in Liber S C.D. No. 3, folio 359; (2) Deed to John R. and Indiana Milligan dated September 8, 1883 and recorded in Liber S.C.D. No. 3, folio 381; (3) Deed to George Chesseg dated September 8, 1883 and recorded in Liber S.C.D. No. 3, folio 391; (4) Deed to Richard Smith dated August 27, 1884 and recorded in Liber S.C.D. No. 5, folio 49; (5) Deed to Charlotte Ruth dated December 18, 1884 and recorded in Liber S.C.D. No. 7, folio 536; (6) Deed to Millard H. Smith dated April 26, 1887 and recorded in Liber S.C.D. No. 10, folio 136; (7) Deed to Thomas O'Donnell dated July 24, 1888 and recorded in Liber W.D. No. 2, folio 25; (8) Deed to Thomas H. Summers dated April 1889 and recorded in Liber W.D. No. 3, folio 111; (9) Deed to Margaret L. Coursey dated April 29, 1889 and recorded in Liber W.D. No. 4, folio 116; (10) Deed to Calvessa Parks dated October 17, 1890 and recorded in Liber W.D. No. 5, folio 108; (11) Deed to James H. Colter dated October 17, 1890 and recorded in Liber W.D. No. 5, folio 109; (12) Deed to Mary E. Edinfield dated January 14, 1892 and recorded in Liber W.D. No. 6, folio 403; (13) Deed to William H. Johnson dated July 16, 1894 and recorded in Liber W.H.C. No. 1, folio 394; (14) Deed to Sarah M. Thomas dated August 4, 1895 and recorded in Liber W.H.C. No. 3, folio 31; (15) Deed to The Board of County School Commissioners dated August 25, 1897 and

recorded in Liber W.H.C. No. 6, folio 426; (16) Deed to Carvosa Parks recorded in Liber W.H.C. No.9, folio 283; (17) Deed to Carvosa Parks dated June 18, 1924 and recorded in Liber J.E.C. No. 6, folio 333; (18) Deed to Carvosa Parks dated September 28, 1906 and recorded in Liber S.S. No. 2, folio 159; (19) Deed to Marshall Smith dated April 9, 1909 and recorded in Liber S.S. No. 6, folio 169; (20) Deed to Oscar B. Smith dated September 19, 1918 and recorded in Liber S.S. No. 6, folio 193; (21) Deed to Winefred E. Sadler dated July 14, 1909 and recorded in Liber S.S. No. 6, folio 400; (22) Deed to Carvosa Parks dated May 21, 1910 and recorded in Liber S.S. No. 8, folio 30; (23) Deed to James E. Burke and Samuel Washington, dated July 1, 1910 and recorded in Liber S.S. No. 8, folio 268; (24) Deed to Joseph H. Beecher dated January 13, 1917 and recorded in Liber W.F.W. No. 10, folio 94; (25) Deed to Fogle Collier dated May 9, 1917 and recorded in Liber W.F.W. No. 10, folio 359; (26) Deed to State Roads Commission dated April 3, 1924 and recorded in Liber B.H.T. No. 1, folio 447; (27) Deed to William W. Newcomb and Maud C. Newcomb, his wife, dated June 4, 1929 and recorded in Liber B.H.T. No. 9, folio 524.

All Libers above mentioned are Land Record Books for Queen Anne's County, Maryland.

TOGETHER with the improvements thereon consisting of a frame dwelling house and outbuildings.

TERMS OF SALE

The whole price may be paid in cash on day of sale or ten percent (10%) of the purchase price shall be payable in cash or by certified check on day of sale, the balance on final ratification of sale by said Court, said balance to bear interest from day of sale and to be secured to the Trustee's satisfaction; title papers and costs of recording deed, including transfer tax and tax stamps to be at purchaser's expense. Taxes will be pro-rated as of day of final ratification and settlement, when possession will be given.

This property is assessed as containing 107 Acres, more or less. No guarantee or representation of fact is made as to the exact acreage involved. Trustee reserves the right to reject any bid received if, in his opinion, the price bid is insufficient.

Patrick E. Thompson, Trustee
in Chancery Cause No. 6942
Joseph A. Jackson, Auctioneer

RO-3-25-3t-030

ORDER NISI ON SALE

CAROLYN COURSEY Petitioner vs. THE KNOWN AND UNKNOWN HEIRS OF CHARLES O. COURSEY, Deceased	In the Circuit Court for Queen Anne's County In Equity Cause No. 6642

ORDERED, this 21st day of April, 19 81, that the sale of the real property, made and reported in this cause by Patrick E. Thompson, Trustee, be ratified and confirmed, on or after the 22nd day of May, 19 81, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 15th day of May, 19 81.

The report states the amount of sales to be $ 120,000.00.

Marguerite H. Maskin Clerk

Filed April 21, 1981

Centreville, Md. 5-27 19 81

We Hereby Certify

That the annexed advertisement of

ORDER OF 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 15th day of May 1981. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 29th day of April 1981, and the last insertion on the 13th day of May 1981.

Publishers, Record Observer

Per Marjorie Freeman

ORDER NISI
ON SALE
CAROLYN COURSEY
Petitioner
vs.
THE KNOWN AND
UNKNOWN HEIRS OF
CHARLES O. COURSEY,
Deceased
In the Circuit Court
for Queen Anne's County

In Equity
Cause No. 6012

ORDERED, this 21st day of April, 1981, that the sale of the real property, made and reported in this cause by Patrick E. Thompson, Trustee, be ratified and confirmed, on or after the 22nd day of May, 1981, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 15th day of May, 1981.

The report states the amount of sales to be $120,000.00.

MARGUERITE W. MANKIN,
Clerk

TRUE COPY, TEST:
MARGUERITE W. MANKIN,
CLERK
BY:
Betty M. Comegys,
Deputy Clerk

Filed April 21, 1981.

RO-4-29-3t-039

TURNER & THOMPSON
ATTORNEYS AT LAW
109 LAWYERS ROW
CENTREVILLE, MARYLAND
21617

FILED
MAY 27 1981
CIRCUIT COURT
QUEEN ANNE'S CO.

LIBER 13 PAGE 594

CAROLYN COURSEY	:	
PETITIONER	:	IN THE CIRCUIT COURT FOR
VS.	:	QUEEN ANNE'S COUNTY
THE KNOWN AND UNKNOWN HEIRS OF CHARLES O. COURSEY, deceased	:	EQUITY NO. 6642
: :	:	: :

FINAL ORDER OF RATIFICATION OF SALE

IT IS ORDERED, this 2nd day of June, 1981, by the Circuit Court for Queen Anne's County, that the sale of the real estate made and reported in this cause by Patrick E. Thompson, 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 Patrick E. Thompson, Trustee, is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers therefor to the Auditor.

JUDGE

RECEIVED & FILED
CLERK OF CIRCUIT COURT
1981 JUN -3 AM 10 18
QUEEN ANNE'S COUNTY

TURNER & THOMPSON
ATTORNEYS AT LAW
109 LAWYERS ROW
CENTREVILLE, MARYLAND
21617

CAROLYN COURSEY	:	
PETITIONER	:	IN THE CIRCUIT COURT FOR
VS.	:	QUEEN ANNE'S COUNTY
THE KNOWN AND UNKNOWN HEIRS OF CHARLES O. COURSEY	:	EQUITY NO. 6642
	:	
: :	:	: :

MADAM CLERK:

Will you please record in the Judgment in Extenso records the following papers:

1. Petition filed April 17, 1980 along with Exhibits #1 and #2.
2. All Sheriffs returns of process (served).
3. Order of Publication filed May 2, 1980.
4. Certificates of Registered Mail filed July 24, 1980.
5. Answer of Beryl Ann Knowlton filed September 2, 1980.
6. Decree Pro Confesso filed October 31, 1980.
7. Testimony filed January 22, 1981.
8. Decree signed February 3, 1981.
9. Report of Sale filed April 21, 1981.
10. Certificate of Publication of advertising sale filed April 21, 1981.
11. Certificate of Publication of Order Nisi filed May 22, 1981.
12. Final Ratification of Sale signed June 2, 1981.

Patrick E. Thompson, Trustee

CLERK
1981 JUN -8 PM 2:59
QUEEN ANNE'S COUNTY

TURNER & THOMPSON
ATTORNEYS AT LAW
109 LAWYERS ROW
CENTREVILLE, MARYLAND
21617

LIBER 13 PAGE 586

CAROLYN COURSEY	:	IN THE CIRCUIT COURT FOR
PETITIONER	:	QUEEN ANNE'S COUNTY
VS.	:	EQUITY NO. 6642
THE KNOWN AND UNKNOWN HEIRS OF CHARLES O. COURSEY, deceased	:	

PETITION TO FILE BOND NUNC PRO TUNC

TO THE HONORABLE, THE JUDGES OF SAID COURT:

That the petition of Patrick E. Thompson, Trustee in the above titled matter respectfully represents:

1. That pursuant to the decree of this Honorable Court passed on February 3, 1981, the undersigned was appointed Trustee to make sale of real estate which is the subject matter of these proceedings and directed to file his bond herein in the amount of Fifty Thousand Dollars ($50,000.00).

2. That the sale in this matter was held on April 10, 1981, at 12:00 noon, however, your petitioner inadvertently did not file his required bond herein until June 15, 1981.

WHEREFORE, YOUR PETITIONER PRAYS YOUR HONORS to pass an Order directing that your petitioner's bond be filed herein nunc pro tunc on April 10, 1981, at 12:00 noon.

And as in duty bound, etc.

CLERK'S OFFICE
1981 JUN 15 PM 3:20
QUEEN ANNE'S COUNTY

Patrick E. Thompson, Trustee

ORDER

UPON the aforegoing Petition, it is this 17th day of June, 1981, by the Circuit Court for Queen Anne's County in Equity, ORDERED, that the bond of Patrick E. Thompson, Trustee, in the above-captioned cause be filed herein as of 12:00 noon on April 10, 1981, nunc pro tunc.

CLERK'S OFFICE
1981 JUN 18 AM 10:30
QUEEN ANNE'S COUNTY

Clayton C. Carter
JUDGE

TURNER & THOMPSON
ATTORNEYS AT LAW
109 LAWYERS ROW
CENTREVILLE, MARYLAND
21617

Equity #6642

[3 112]

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

KNOW ALL MEN BY THESE PRESENTS, That we, PATRICK E. THOMPSON of Queen Anne's County, State of Maryland, as principal, and HARTFORD ACCIDENT & 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 FIFTY THOUSAND DOLLARS ($50,000.00), current money of the United States of America, to be paid to the said State of Maryland, or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 15th day of June, 1981.

WHEREAS, the above bounded Patrick E. Thompson has been appointed by a decree of the Circuit Court for Queen Anne's County in Equity, passed on the 3rd day of February, 1981, Trustee to make sale of the real estate mentioned and described in the Cause in said Court entitled "Carolyn Coursey, Petitioner vs. The Known and Unknown Heirs of Charles O. Coursey, deceased", being Cause No. 6642 in the Circuit Court for Queen Anne's County in Equity;

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounded Patrick E. Thompson does 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:

Cynthia L. Davis

Patrick E. Thompson (SEAL)
Patrick E. Thompson
HARTFORD ACCIDENT & INDEMNITY COMPANY

By: William M. Incerto
Its Attorney-in-Fact

ATTEST:

J. Carol Bennett

Bond with Surety approved
Filed June 18, 1981 nunc
pro tunc as of April 10, 1981

[13 557]

LIBER 13 PAGE 598

HARTFORD ACCIDENT AND INDEMNITY COMPANY

Hartford, Connecticut

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 affach 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

Mary Scharf — Mary Scharf, *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.

Gloria Mazotas — Gloria Mazotas, *Notary Public*
My Commission Expires March 31, 1983

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

CERTIFICATE

I, the undersigned, Assistant Secretary of the HARTFORD ACCIDENT AND INDEMNITY COMPANY, a Connecticut Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore, that Article IV, Sections 8 and 11, of the By-Laws of the Company, and the Resolutions of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Hartford. Dated the 15th day of June 1981

John E. Lukens — John E. Lukens, *Assistant Secretary*

Form S-3507-9 Printed in U.S.A.

CAROLYN COURSEY

vs.

THE KNOWN AND UNKNOWN
HEIRS OF CHARLES O. COURSEY,
DECEASED

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

No. 6642

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

1. That this Account is stated at the request of Patrick E. Thompson, Trustee.

2. That in the within account of Patrick E. Thompson, Trustee, he is charged with the proceeds of sale made by him, the adjustment of taxes, the interest on unpaid purchase price, and rental of hunting rights collected; and thereafter he is allowed his commissions for making said sale, the court costs, the State and County taxes, the Examiner's fee, the Stenographers fee, the Auctioneer's fee for crying said sale, the insurance premium, the fee of the Register of Wills for certified copy of will, the fee of the U. S. Postal Service for certified mail notices, the bond premium, the advertising costs, and the fee of your Auditor, and the balance was directed to be paid to the heirs of Charles O. Coursey, deceased.

Respectfully submitted,

June 26, 1981

J. Thomas Clark

J. Thomas Clark, Auditor

FILED
JUN 26 1981
CIRCUIT COURT
QUEEN ANNE'S CO.

LIBER 13 PAGE 589

CAUSE NO. 6642

The sale of land reported in this cause by Patrick E. Thompson, Trustee, to sell and convey the land in this suit.

Dr.

1981 Apr. 10	By proceeds of sale of land, per report of said Trustee	$120,000.00
	By adjustment of 1980-81 State and County taxes	39.54
	By interest on unpaid purchase price	1,643.85
	By amount received for rental of hunting rights	547.44
	By gross proceeds	$122,230.83

Cr.

To Patrick E. Thompson, his commissions for making said sale		$ 6,050.00
To do., for amounts paid Marguerite W. Mankin, Clerk		
1-Advanced filing fee	$ 50.00	
2-Appearance fee	10.00	
3-Sheriff's fees	85.00	
4-Clerk's additional	141.00	286.00
To do., for an amount paid William H. Tolson, Treasurer, for 1980-81 State and County taxes, the sum of		480.44
To do., for an amount paid Vachel A. Downes, Jr., Examiner in this cause, per receipt exhibited		35.00
To do., for an amount paid Pamela J. Pippin, Stenographer in this cause, per receipt exhibited		35.00
To do., for an amount paid Joseph A. Jackson, Jr., Auctioneer, for crying said sale, per receipt exhibited		200.00
To do., for an amount paid The Avon-Dixon Agency, Inc., for insurance premium, per receipt exhibited		67.00
To do., for an amount paid Madlyn E. Wooters, Register of Wills, for certified copy of Will of Charles O. Coursey, per receipt exhibited		3.50
To do., for amounts paid U. S. Postal Service, for certified mail notices, per receipts exhibited		16.57

June 26, 1981

J. Thomas Clark

J. Thomas Clark, Auditor

To do., for an amount paid W. M. Freestate & Son, Inc. for the bond premium in this cause, the sum of		$ 200.00	
To do., for amounts paid Record-Observer, for:			
1-Advertising sale----------	$285.00		
2-Order Nisi On Sale----------	45.00	330.00	
To do., for an amount paid Star-Democrat, for advertising said sale, per receipt exhibited, to wit:		374.40	
To J. Thomas Clark, Auditor, for:			
1-Stating this account--------	$ 45.00		
2-Notifying parties----------	15.00	60.00	
To balance for distribution		113,992.92	
		$122,230.83	$122,230.83

June 26, 1981

J. Thomas Clark, Auditor

Dr.

For distribution to the heirs of Charles O. Coursey----------$113,992.92

Cr.

1. To Carolyn Coursey, daughter, a 1/6 share-----$18,998.82

2. To heirs of Edward Earl Coursey, son

   a. To Katherine L. Coursey, wife, a 1/18 share---------- 6,332.94

   b. To Carolyn Thompson, daughter, a 1/36 share---------- 3,166.47

   c. To Marianne Thompson, daughter, a 1/36 share---------- 3,166.47

   d. To John D. Coursey, son, a 1/36 share---------- 3,166.47

   e. To Annabelle Palmer, daughter a 1/36 share---------- 3,166.47

3. To heirs of Margaret Thawley, daughter

   a. To James E. Thawley, son, a 1/18 share---------- 6,332.94

   b. To Nettie Meise, daughter, a 1/18 share---------- 6,332.94

   d. To Mary Catherine Pippin, daughter, a 1/18 share---------- 6,332.94

June 26, 1981

J. Thomas Clark, Auditor

4. To heirs of Alice Pierson, daughter

   a. To Frederick K. Bryan, Sr., son, a 1/18 share ---------- $ 6,332.94

   b. To Virginia Clough, daughter, a 1/18 share ---------- 6,332.94

   c. To Charles Coursey Bryan, son, a 1/18 share ---------- 6,332.94

5. To heirs of Charles B. Coursey, son

   a. To Josephine Sanders, daughter, a 1/18 shares ---------- 6,332.94

   b. To Otho B. Coursey, son, a 1/18 share ---------- 6,332.94

   c. To heirs of Lola Dick, daughter

      1. To William K. Dick, Sr., husband, a 1/54 share ---------- 2,110.98

      2. Doris M. Przybylski, daughter, a 1/135 share ---------- 844.40

      3. Lois E. Silsley, daughter, a 1/135 share ---------- 844.39

      4. Wilma Milliken, daughter, a 1/135 share ---------- 844.39

      5. William K. Dick, Jr., son, a 1/135 share ---------- 844.39

      6. To heirs of Buena Simmons, daughter of Lola Dick,

         a. To James L. Simmons, Sr. husband a 1/405 share ---------- 281.47

         b. To James L. Simmons, Jr., son, a 1/405 share ---------- 281.46

         c. To Brenda M. Caporosi, daughter, a 1/405 share ---------- 281.46

6. To heirs of Guy Coursey, son

   a. To Alberta C. Pierce, daughter, a 1/18 share ---------- 6,332.94

   b. To Nellie Lloyd, daughter, a 1/18 share ---------- 6,332.94

   c. To heirs of Della Bowen, daughter

      1. To Merrill W. Bowen, Sr., husband, a 1/54 share ---------- 2,110.98

      2. To Merrill W. Bowen, Jr., son, a 1/189 share ---------- 603.14

June 26, 1981

J. Thomas Clark

J. Thomas Clark, Auditor

3.	To Beryl Ann Knowlton, daughter a 1/189 share----------$	603.14	
3.	To Patricia Carol Helfer, daughter a 1/189 share----------	603.14	
4.	To Rose Seybold, daughter, a 1/189 share----------	603.14 ✓	
5.	To Eugene Seybold, son, a 1/189 share----------	603.14 ✓	
6.	To Joan Seybold, daughter, a 1/189 share----------	603.13 ✓	
7.	To Jim Seybold, son, a 1/189 share----------	603.14 ✓	
		$113,992.92	$113,992.92

June 26, 1981

J. Thomas Clark

J. Thomas Clark, Auditor

CAROLYN COURSEY

VS.

THE KNOWN AND UNKNOWN
HEIRS OF CHARLES O. COURSEY,
DECEASED

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

No. 6642

CERTIFICATE OF NOTICES MAILED

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on June 26, 1981, the date the account in the above entitled cause was filed in this Court, that he did by U. S. First Class mail notify the following interested persons to this cause, to wit:

Patrick E. Thompson
109 Lawyers Row
Centreville, MD 21617

Carolyn Coursey
Methodist Manor House
Seaford, Delaware 19972

Katherine L. Coursey
Rt. 1, Box 179
Queenstown, MD 21658

Marianne Thompson
Marling Farms
Chester, Maryland 21619

Carolyn Thompson
Pig Pen Road
Queenstown, MD 21658

John D. Coursey
14311 Myer Ter.
Rockville, Maryland 20853

Annabelle Palmer
4320 Valley Stream Ave.
Burtonville, MD 20730

James E. Thawley
State Road
NewCastle, Del. 19720

Nettie Meise
R. R. 6, Box 524
Salisbury, MD 21801

Mary Catherine Pippin
234 Schafer Blvd.
New Castle, Del. 19720

Frederick K. Bryan, Sr.
Grasonville, MD 21638

Virginia Clough
Grasonville, MD 21638

Charles Coursey Bryan
1192 North Shore Drive
Jacksonville, Fla. 32208

Josephine Sanders
Bel Air Convalesarium, Room 322
6116 Bel Air Road
Baltimore, MD 21206

Otho B. Coursey
Grasonville, MD 21638

William K. Dick Sr.
100 Galax St.
Hampton, VA. 23661

Doris M. Przybylski
2002 Summit Ave.
Baltimore, MD 21237

Lois E. Silsley
9812 Philadelphia Rd.
Baltimore, MD 21237

Wilma Milliken
100 Galax St.
Hampton, VA 23661

William K. Dick, Jr.
1421 Hadwick Rd.
Apt. B
Baltimore, MD 21221

FILED
JUN 26 1981
CIRCUIT COURT
QUEEN ANNE'S CO.

Brenda M. Caporossi
1602 Riverwood Rd.
Baltimore, MD 21221

James L. Simmons, Jr.
7311 Stratton Way
Baltimore, MD 21224

James L. Simmons, Sr.
7311 Stratton Way
Baltimore, MD 21224

Alverta C. Pierce
809 S. E. Second St.
Evansville, Indiana 47713

Nellie Lloyd
Rt. 1, Box 39
Berryville, VA 22611

Merrill W. Bowen, Sr.
J-52 R.F.D. No. 1
Salamanca, NY 14779

Merrill W. Bowen, Jr.
685 Auburn Ave.
Buffalo, NY 14222

Beryle Ann Knowlton
c/o Mrs. Jerry Helfer
363 Wildwood Ave.
Salamanca, NY 14779

Patricia Carol Helfer
363 Wildwood Ave.
Salamanca, NY 14779

No notices could be mailed to Rose Seybold, Eugene Seybold, Joan Seybold and Jim Seybold since their addresses were unknown.

Pursuant to Rule 595, Sec. G, Maryland Rules of Procedure, notify each of them that said account was filed on June 26, 1981, with the Clerk of the Circuit Court, Centreville, Maryland, and that exceptions to said audit must be filed on or before July 13, 1981, and if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on July 14, 1981.

J. Thomas Clark
J. Thomas Clark, Auditor

June 26, 1981

CAROLYN COURSEY	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6642
THE KNOWN AND UNKNOWN HEIRS OF CHARLES O. COURSEY, DECEASED	*	
	*	

NISI RATIFICATION OF AUDIT

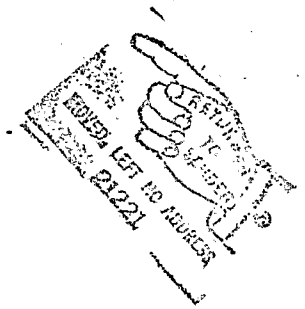
ORDERED this 26th day of June, 19 81, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 14th day of July, 19 81, unless cause to the contrary thereof be previously shown; provided notice is given in manner provided by Maryland Rule 595 g to persons entitled thereto.

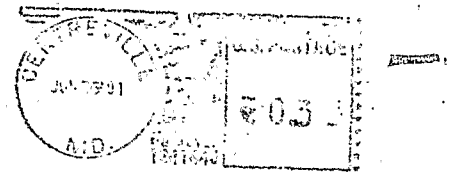
Marguerite H. Martin Clerk

Filed June 26, 1981

LAW OFFICES
CLARK & CLARK
P. O. BOX 208
~~118 N. COMMERCE STREET~~
CENTREVILLE, MD. 21617

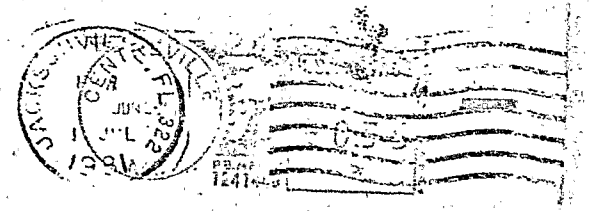
LIBER 13 PAGE 597





William K. Dick, Jr.
1421 Hadwick Rd.
Apt. B
Baltimore, MD 21221

LAW OFFICES
CLARK & CLARK
P. O. BOX 208
CENTREVILLE, MD. 21617



MOVED - LEFT NO ADDRESS
JACKSONVILLE, FL 32208

Charles Coursey Bryan
1192 North Shore Drive
Jacksonville, Fla. 32208

Tom left this for you.

13 598

LAW OFFICES
CLARK & CLARK
P. O. BOX 208
~~[illegible] COMMERCE STREET~~
CENTREVILLE, MD. 21617

CENTREVILLE MD. JUL 26 81

2025

Alverta C. Pierce
809 S. E. Second St.
Evansville, Indiana 47713

PIE 09 100203N1 07/02/81

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

LIBER 13 PAGE 599

LIBER 13 PAGE 600

CAROLYN COURSEY	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6642
	*	
THE KNOWN AND UNKNOWN HEIRS OF CHARLES O. COURSEY, DECEASED	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 14th day of July, 19 81, by the Court that the account of the Auditor is finally ratified and confirmed, and Patrick E. Thompson, ~~Auditor~~/Trustee, is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Marguerite H. Markin Clerk

Filed July 14, 1981

CLERK'S OFFICE
1980 MAR -6 * PM 2 49
QUEEN ANNE'S COUNTY

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Attorney named in mortgage	*	In the Circuit Court for Queen Anne's County
vs.	*	In Equity
MERVIN K. COHEE and MARGARET A. COHEE, his wife P.O. Box 348 Grasonville, MD 21638 Mortgagors	*	Chancery No. 6608

ORDER TO DOCKET SUIT

MAR-6-80 * 28831 *****50 00
MAR-6-80 A 528831 *****50 00

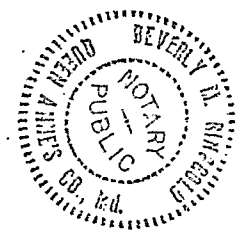
Mrs. Marguerite W. Mankin, Clerk:

You will please docket suit as per the above titling for foreclosure of the mortgage from Mervin K. Cohee and Margaret A. Cohee, his wife, to People's Bank and Trust Company, dated April 12, 1978, and recorded among the land records of Queen Anne's County, Maryland, in Liber C.W.C. No. 134, folio 66, in which the said David C. Bryan is specifically authorized to exercise the power of sale therein contained; 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 a certified copy of said mortgage as well as the accompanying military affidavit and statement of indebtedness.

David C. Bryan
David C. Bryan
111 Lawyers Row
Centreville, Maryland 21617
Telephone: 758-1643

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

I HEREBY CERTIFY, that on this 6th day of March, 1980 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared David C. Bryan, Attorney named in mortgage, and made oath in due form of law that Mervin K. Cohee and Margaret A. Cohee, his wife, the mortgagors referred to in the aforegoing Order to Docket Suit, are not now, nor have either of them been within six (6) months prior hereto, in the military service of the United States of America, as defined by the Soldiers' and Sailors' Relief Act, and amendments thereto and that this information is gotten from persons who know the mortgagors.



Beverly M. Ringgold
Notary Public
My Commission Expires: 7-1-82

LIBER 13 PAGE 602 Dover, Del. 19901

LIBER 134 PAGE 66

DOCUMENT NO. [illegible]

This Mortgage, made this 12th day of April, 1978, by and between MERVIN K. COHEE and MARGARET A. COHEE, his wife, hereinafter called "Mortgagors"; and PEOPLE'S BANK AND TRUST COMPANY, a body corporate of the State of Delaware, hereinafter called "Mortgagee";

WHEREAS, the Mortgagors are jointly and severally indebted unto the Mortgagee in the full and just sum of FORTY THOUSAND DOLLARS ($40,000.00), for money this day lent and advanced to the Mortgagors, as represented by a promissory note for the said FORTY THOUSAND DOLLARS ($40,000.00) bearing even date herewith and payable at the banking house of said body corporate on Bank Lane and New Street, Dover, Delaware (19901), with interest thereon from the date hereof at the rate of ten and one-half per centum (10½%) per annum and the aforesaid principal indebtedness and the interest to accrue thereon shall be due and payable in 84 equal, consecutive, monthly installments of $674.43 each, including interest, shall commence on the 1st day of June, 1978, and shall be due on the 1st day of each and every month thereafter until said indebtedness is fully paid and satisfied. Said Mortgagors shall have the right at any time without premium or penalty to prepay all or any part of the aforesaid principal indebtedness; provided, however, that all prepayments of principal shall be accompanied by the payment of all interest accruing to the date of such prepayment.

WHEREAS, it was a condition precedent to the making of the aforesaid loan of FORTY THOUSAND DOLLARS ($40,000.00), represented by the aforesaid promissory note, that the same should be secured by the execution and delivery of this Mortgage.

NOW, THEREFORE THIS MORTGAGE WITNESSETH: that in consideration of the premises and the sum of One Dollar ($1.00), the receipt of which is hereby acknowledged, the said Mervin K. Cohee and Margaret A. Cohee, his wife, do hereby grant and convey unto People's Bank and Trust Company, a body corporate, its successors and assigns, in fee simple, all of the following described real estate, to wit:

PARCEL NO. 1

ALL that lot or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, and more particularly described by metes and bounds, courses and distances, according to a plat and survey thereof by Russell R. Klages & Associates, dated June, 1973, and recorded among the Land Records of Queen Anne's County herewith, as follows, to wit:

BEGINNING at an iron pipe set at the northwesterly corner of said parcel, said point being the southwesterly corner of the remaining lands of the Grantor and running thence, South 37 degrees 00 minutes West 130 feet to a concrete monument; thence South 53 degrees 00 minutes East 170 feet to a concrete monument; thence North 37 degrees 00 minutes East 183.35 feet to an iron pipe; thence, by and with the Southern line of Grantor's remaining lands, North 53 degrees 00 minutes West 170 feet to the place of beginning. Containing 0.716 acres of land, more or less.

SUBJECT, however, to an easement for ingress and egress, for the benefit of the Grantor herein, his heirs, personal representatives and assigns over and across the following described right-of-way.

Beginning for said right-of-way at the northwesterly corner of the herein described parcel of land and running thence the six (6) following courses and distances:

(1) South 37 degrees 00 minutes West 130 feet to a concrete monument;

(2) South 53 degrees 00 minutes East 90 feet to a point on the east side of a 20 foot right-of-way leading to U.S. Route 50. Said right-of-way being set forth and shown on a plat recorded in T.S.P. No. 9 folio 498.

(3) North 37 degrees 00 minutes East 40 feet to a point.

(4) North 53 degrees 00 minutes West 70 feet to a point.

(5) North 37 degrees 00 minutes East 110 feet to a point.

(6) North 53 degrees 00 minutes West 20 feet to the point of beginning.

BEING the same lands granted and conveyed unto said Mortgagors by deed from Fred E. Wampler dated the 26th day of June, 1974, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 85 folio 406.

SUBJECT, NEVERTHELESS, to the operation, lien and effect of a certain mortgage from Mervin Kelsey Cohee, et. ux., unto Fred E. Wampler, dated June 26, 1974, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 85 folio 409.

PARCEL NO. 2

ALL those three lots or parcels of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, in the State of Maryland, set forth and shown on a plat entitled "Bay City, Plat 4, Section 2", by Purdum and Jesehke registered engineers and surveyors, dated April 7, 1959, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 47 folio 420, said lots being known and designated thereon as Lots Nos. 19, 21 and 22, Block 37, of Bay City, Section 2.

BEING the same lands granted and conveyed unto said Mortgagors by deed from Casimir M. Zacharski, Jr., Substitutee Receiver of First Fidelity Savings and Loan Association, Inc., dated the 25th day of September, 1979, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 50 folio 542.

SUBJECT, nevertheless, to the legal operation and effect of the restrictive covenants and conditions contained in a deed and agreement from The Bridgeside Company to Robert F. Podlich, dated the 29th day of May, 1952, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 5 folio 122, as amended by amendment recorded February 10, 1970, in Liber C.W.C. No. 46 folio 104; said restrictive covenants and conditions being hereby incorporated in this deed by reference thereto, as a part hereof, as is evidenced by the execution of these presents and by the acceptance by the Grantees of its delivery.

Should the title or equity of redemption in the mortgage property be acquired in whole or in part by voluntary or involuntary deed, grant or assignment by any person (s), firm or corporation or should the Mortgagors be declared insolvent or bankrupt, then this Mortgage shall be in default, and the balance of the mortgage debt then due or to become due shall, at the election of the Mortgagee, be immediately due and payable unless such deed, grant or assignment shall first be consented to in writing by the Mortgagee. The Mortgagors shall not, without the prior written consent of the Mortgagee, further encumber this property by a mortgage or deed of trust.

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

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

TO HAVE AND TO HOLD the same unto and to the proper use and benefit of the Mortgagee, its successors and assigns, in fee simple, forever.

PROVIDED, that if the Mortgagors shall well and truly pay, or casue to be paid, said principal sum and all interest thereon, and all other sums payable by the Mortgagors in accordance with the terms of this mortgage and the note secured hereby, each at the times and in the manner as herein set forth, and shall otherwise perform all the terms, covenants and conditions of this mortgage and the note secured hereby, including the payment of any late charges, then this mortgage shall be void; otherwise, it is to remain in full force and effect.

THE MORTGAGORS JOINTLY AND SEVERALLY HEREBY COVENANT:

a. That they warrant specially the property hereby conveyed; that they are seized thereof in fee simple and have a right to convey the same; that they have done no act to encumber the same; that they will execute such further assurances thereof as may be requisite.

b. That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the Mortgagors by voluntary or involuntary grant or assignment or in any other manner without the Mortgagee's written consent, or should they default on any note, bond, mortgage or deed of trust secured by or securing a prior lien upon the herein mortgaged property; or should the same be further encumbered by the Mortgagors, their or its successors, heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum at the option of the Mortgagee shall immediately become due and owing as herein provided.

c. That they will pay or cause to be paid when due the principal sum of the debt hereby secured, and any renewals or extensions thereof, together with all interest, thereon, and all other sums payable by them in accordance with the terms of this mortgage and note secured hereby, or any renewals or extensions, and that they hereby expressly waive the benefit of all exemptions, homestead or otherwise, under the laws of this or any other state, and agree to pay the debt without any offset whatsoever.

d. That they will pay when due all taxes, liens, judgments, or assessments, heretofore or hereafter levied, assessed or constituting liens upon the property hereby conveyed, or any part thereof.

e. That they will keep all improvements now or hereinafter located on the premises in good repair; that they will maintain and work the premises hereby conveyed in a good and husbandlike manner; that they will commit no waste; that they will not cut or remove or permit to be cut or removed any wood or timber from said premises without the written consent of the Mortgagee, and that they will make all proper renewals, replacements and additions to the property, and not tear down the improvements or materially change them or permit them to be torn down or materially changed without the prior written consent of the Mortgagee.

[illegible] shall not, without the [illegible] of the Mortgagee, further encumber this [illegible] a mortgage or deed of trust.

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

f. That they will insure and keep insured buildings and improvements now or which may hereafter be placed on the said premises against loss or damage by fire, lightning, windstorm and tornado in companies and amounts satisfactory to the Mortgagee, any policy evidencin such insurance to be deposited with and loss thereunder to be payable to the Mortgagee at its interest may appear. At the option of the Mortgagors, and subject to the consent of the Mortgagee, sums so received by the Mortgagee may be used to pay for reconstruction of the destroyed improvements or, if not so applied, at the option of the Mortgagee, may be applied in payment of any indebtedness, matured or unmatured, secured by this mortgage.

g. If the Mortgagee shall incur any expense or expend any sums, including reasonable attorney's fees, whether in connection with or its priority, or to protect or enforce any of its rights hereunder, or to recover any indebtedness hereby secured, or for any title examination or title insurance policy relating to the title of the property, all such sums shall on notice and demand be paid by the Mortgagors, together with interest thereon at the current rate hereunder and shall be a lien on the premises secured by this mortgage.

h. That in the event the Mortgagors fail to pay when due any taxes, liens, judgments or assessments lawfully assessed or constituting liens against the property hereby conveyed, or fail to maintain insurance as hereinbefore provided, the Mortgagee may make such payment or provide such insurance and the amount paid therefor shall become a part of the indebtedness secured hereby and bear interest from the date of payment at the current rate hereunder until paid, and be secured by the lien of this mortgage.

THE PARTIES HERETO FURTHER COVENANT AND AGREE:

1. Upon any default in any of the covenants of this mortgage, the Mortgagors in accordance with Subtitle W of the Maryland Rules of Procedure, or any other general or local rules, regulations or laws of the State of Maryland relating to mortgages, including any amendments thereof or supplements or additions thereto which do not materially change or impair the remedy, do hereby (a) declare their assent of the passage of a decree for the sale of the property; and (b) authorize the Mortgagee, its successors or assigns, or David C. Bryan, its attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Any such sale, whether under the assent to a decree or power of sale, may be made by the person or persons authorized to sell either as an entirety or in such separate parcels and on such terms and at such places and in such manner as they may deem advisable.

2. Upon any sale of the property under this mortgage, whether under the assent to a decree, the power of sale, or by equitable foreclosure, the proceeds of such sale shall be applied as follows: First, to the payment of all expenses incident to the sale including a counsel fee of Two Hundred Fifty Dollars ($250.00) for conducting the proceedings if without contest, but if legal services be rendered to the trustee appointed by such decree or to the Mortgagee or to the party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; and also a commission to the party making the sale equal to the commissions allowed trustees for making sales of property under decrees of the equity court having jurisdiction, and also any liens prior to the lien of this mortgage unless the sale is made subject to such prior liens; Second, to the payment of all claims of the Mortgagee hereunder, whether they have matured or not, with interest thereon until final ratification of the auditor's report; Third, the balance, if any, to the Mortgagors or to any person or persons entitled thereto, upon the surrender of the property to the purchaser, less any expenses incurred in obtaining possession.

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

3. Immediately upon the first insertion of the advertisement or notice of sale, there shall be and become due and owing by the Mortgagors and each of them, to the party inserting the advertisement or notice all expenses incident to such advertisement or notice, all court costs, attorney's fees and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, then due, equal to one-half (1/2) the percentage allowed as commission on such sum to trustees making sales under orders or decrees of the equity court having jurisdiction, and such party shall not be required to receive the principal and interest only of the mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of such expenses, costs, attorney's fees and commissions.

4. That in the event of a sale of the mortgaged property under the provisions hereof, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as a part thereof.

5. The Mortgagee may at any time renew this mortgage, extend the time for payment of the debt or any part thereof or interest thereon and waive any of the covenants or conditions of this mortgage in whole or in part, either at the request of any one or more of the Mortgagors or of any person having an interest in the property, take or release other security, or any part of this property, or such other security, grant extensions, renewals or indulgences therein, or apply to the payment of principal and interest on the mortgage debt any part or all of the proceeds obtained by sale, foreclosure or receivership as herein provided, without resort or regard to other security, all without in any way releasing the Mortgagors or any of them, from any of the covenants or conditions of this mortgage, or releasing the unreleased part of the property herein described from the lien of this mortgage for the amount of the mortgage debt, and may release any party primarily or secondarily liable on the mortgage debt without releasing any other party liable thereon and without releasing the property subject thereto.

6. Until default is made in any covenant or condition of this mortgage, the Mortgagors shall have possession of the property. Upon default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagors, or any of them, to the immediate possession of the property and to the appointment of a receiver of the property to operate the same, without regard to the adequacy thereof as security for the mortgage debt, and the Mortgagors shall pay all costs in connection therewith, and upon any default, whether or not a receiver be appointed, the rents and profits of the property are hereby assigned to the Mortgagee as additional security.

7. The rights, powers, privileges and discretions specifically granted to the Mortgagee under this mortgage are not in limitation of, but in addition to those to which the Mortgagee is entitled under any general or local laws relating to mortgages in the State of Maryland, now or hereafter existing.

8. Before full payment of the mortgage debt, the Mortgagee, in its discretion, may make advances to the Mortgagors to the extent permitted by law and such sums shall be secured by this mortgage.

9. The rights, powers and privileges and discretions to which the Mortgagee may be entitled shall inure to the benefit of it and its successors and assigns; are cumulative and not alternative; may be enforced successively or concurrently; and failure to exercise any of them shall not be deemed a waiver thereof and no waiver of any one shall be deemed to apply to any other, nor shall it be effective unless in writing and signed by the Mortgagee.

10. The covenants, agreements, conditions and limitations of or imposed upon the Mortgagors, shall be binding upon their respective heirs, personal representatives, successors and assigns.

11. Whenever used herein, the singular shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

WITNESS the signatures and seals of the Mortgagors.

WITNESS:

APR 24-78 # 23491 ****157.00
APR 24-78 A # 23491 ****137.00
APR 24-78 A # 23490 ****21.00

RECEIVED
CLERK, CIRCUIT COURT
1978 APR 24 AM 9 45
QUEEN ANNE'S COUNTY

as to both

Mervin K. Cohee (SEAL)
MERVIN K. COHEE

Margaret A. Cohee (SEAL)
MARGARET A. COHEE

STATE OF ~~MARYLAND~~ Delaware

CITY OR COUNTY OF Kent to wit:

I HEREBY CERTIFY, that on this 18th day of April, 1978, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City or County aforesaid, personally appeared Mervin K. Cohee and Margaret A. Cohee, his wife, and they did acknowledge the aforegoing Mortgage to be their act.

AS WITNESS my hand and Notarial Seal.

Gertrude E. Goldsborough
NOTARY PUBLIC

My Commission Expires: July 22, 1978

STATE OF Delaware

COUNTY OR CITY OF Kent to wit:

I HEREBY CERTIFY, that on 18th day of April, 1978, before me, the subscriber, a Notary Public of the State of Delaware, in and for the City or County of Kent, personally appeared Harry D. Peace, Branch Manager, of the aforesaid Mortgagee, and he did make oath in due form of law that the consideration set forth in the aforegoing 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 party secured hereby unto the within named Mortgagors or the person responsible for the disbursement of funds in the closing transaction, or their respective Agent, at a time no later than the final and complete execution and delivery of this mortgage by the Borrower, and he further made oath that he is the agent of the party secured by the aforegoing mortgage and as such is duly authorized to make this Affidavit.

AS WITNESS my hand and Notarial Seal.

Gertrude E. Goldsborough
NOTARY PUBLIC

My Commission Expires: July 22, 1978

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber CWC 134, folio 66, 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 6th day of March 1980.

Marguerite W. Mankin

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

CLERK'S OFFICE

1980 MAR -3 PM 2:19

QUEEN ANNE'S COUNTY

DAVID C. BRYAN
111 Lawyers Row
Centreville, Maryland 21617
Attorney named
in mortgage

vs.

MERVIN K. COHEE and
MARGARET A. COHEE, his wife
P.O. Box 348
Grasonville, MD 21638
Mortgagors

In the Circuit Court for
Queen Anne's County

In Equity

Chancery No.

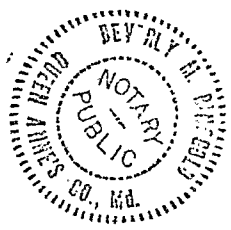
STATEMENT OF MORTGAGE INDEBTEDNESS

Balance due on principal of note dated April 12, 1978, in the gross amount of $40,000.00, by Mervin K. Cohee and Margaret A. Cohee, his wife, to People's Bank and Trust Company	$ 33,537.17
With earned interest through March 5, 1980	327.65
Late charges	0
TOTAL	$ 33,864.82

Per diem interest rate of $9.62132

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

This is to certify that on this 6th day of March, 1980, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared David C. Bryan, Attorney named in mortgage, and made oath in due form of law that the aforegoing statement of mortgage indebtedness due by Mervin K. Cohee and Margaret A. Cohee, his wife, under the above described mortgage note is true to the best of his knowledge and belief, and there is no credit due thereon, except as shown, nor any security therefor except the said mortgage.



Beverly M. Ringgold
Notary Public
My Commission Expires: 7-1-82

LIBER 13 PAGE 610

LIBER 2 PAGE 382

Equity # 6608

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

KNOW ALL MEN BY THESE PRESENTS, That we, David C. Bryan of Queen Anne's County, State of Maryland, and the Hartford Accident and Indemnity Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Forty Thousand Dollars ($40,000.00), current money of the United States of America, to be paid to the State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 6th day of March, 1980;

WHEREAS, the above bounded principal, by virtue of the power contained in the mortgage from Mervin K. Cohee and Margaret A. Cohee, his wife, to People's Bank and Trust Company, dated April 12, 1978, and recorded among the land records of Queen Anne's County, in the State of Maryland, in Liber C.W.C. No. 134, folio 66, and he is about to sell the land and premises in said mortgage, default having been made in the payment of the money as specified and in the conditions and covenants therein contained.

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

IN TESTIMONY WHEREOF, the said principal has hereunto set his hand and seal and the said surety has caused this instrument of writing to be executed, on the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Amanda C. Bryan

David C. Bryan (SEAL)
David C. Bryan, Attorney
named in mortgage

HARTFORD ACCIDENT AND INDEMNITY COMPANY

By: William M. Trustato
Attorney in fact

ATTEST:

Daniel G. Edwards

CERTIFIED COPY OF POWER OF
ATTORNEY ATTACHED

SURETY APPROVED AND BOND FILED ON 3/6/80

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 382, 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 March, 1980.

Marguerite W. Manker

CLERK OF THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY

LIBER 13 PAGE 612

DAVID C. BRYAN Attorney named in mortgage	*	In the Circuit Court for Queen Anne's County
vs.	*	In Equity
MERVIN K. COHEE and MARGARET A. COHEE, his wife Mortgagors	*	Chancery No. 6608

AFFIDAVIT

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

I HEREBY CERTIFY, that on this 2nd day of April, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared DAVID C. BRYAN, Attorney named in mortgaged, 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 Mervin K. Cohee and Margaret A. Cohee, his wife, at their last known address, as prescribed by Rule W74 (2) (c) of the Maryland Rules of Procedure.

BEVERLY M. RINGGOLD NOTARY PUBLIC QUEEN ANNE'S CO., Md.

Beverly M. Ringgold
Notary Public
My Commission Expires July 1, 1982

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CLERK, CIRCUIT COURT
1981 APR -2 PM 4:18
QUEEN ANNE'S COUNTY

DAVID C. BRYAN attorney named in mortgage vs. MERVIN K. COHEE and MARGARET A. COHEE, his wife Mortgagors	* * * * * * * * *	In the Circuit Court for Queen Anne's County In Equity Chancery No. 6608

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of David C. Bryan, attorney named in the Mortgage from Mervin K. Cohee and Maragret A. Cohee, his wife, to Peoples Bank and Trust Company, dated April 12, 1978, and recorded among the land records of Queen Anne's County, Maryland, in Liber C.W.C. No. 134, folio 66, in which mortgage the Mortgagee is granted the power of sale after any default in the terms of said mortgage and the said David C. Bryan is specifically named as being authorized to exercise said power, respectfully shows:

That default having occurred in the terms thereof by reason of the nonpayment when due of the principal and interest of the debt secured by said mortgage, the said David C. Bryan filed in this Honorable Court his order to docket suit to foreclose said mortgage, accompanied by said mortgage, his sworn statement as to the mortgage indebtedness and his bond given to the State of Maryland executed by himself and the Hartford Accident and Indemnity Company, a body corporate, duly authorized by its charter to become sole surety on bonds of this character, as surety in the full and just sum of Forty Thousand Dollars ($40,000.00), containing the conditions required by law relative to the foreclosure of mortgages under a power of sale contained therein.

That, after having advertised the mortgaged premises for sale in accordance with the annexed Certificate of Advertisement in the Queen Anne's Record Observer, a newspaper published in Queen Anne's County, Maryland, for at least once each week for three (3) successive weeks, the first such publication being not less than fifteen (15) days prior to the sale, and the last such publication being not more than one (1) week prior to the sale, and after having sent, not earlier than twenty (20) days and not later than five (5) days before the day of sale, by registered mail to the Mortgagors, the present record owners of the property and the holders of subordinate mortgages or other security interests, at their last known address, notice of the time, place and terms of sale, the said David C. Bryan did attend, in front of the Courthouse door in the Town of Centreville, Queen Anne's County, State of Maryland, at the hour of 12:30 p.m., Local Time, on April 3, 1981, and after having the auctioneer cry the sale for a considerable length of time, and after reading the advertisement of sale, he then announced to those attending the sale that Parcel No. 1 more particularly described in the above mentioned mortgage and the advertisement of sale was being offered subject to the first mortgage described in the advertisement of sale, which first mortgage had a balance due on that day of $26,960.88 with interest increasing at the rate of $5.08 per day, and

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CLERK, CIRCUIT COURT
1981 APR 13 PM 3:41
QUEEN ANNE'S COUNTY

further that the holder of said mortgage would require the purchaser to pay it in full, he then proceeded to have the auctioneer solicit bids for said Parcel No. 1 from the persons attending the sale, and after the auctioneer had exhausted all his efforts to obtain even a single bid, declared that since no bids were forthcoming, Parcel No. 1 would not be sold. The auctioneer then proceeded to solicit bids for Parcel No. 2 of the advertisement of sale, and after soliciting bids for said Parcel No. 2 for a considerable time, he received a single bid for One Hundred Dollars ($100.00). He then attempted to obtain an advance on this bid from the persons attending the sale and obtaining no advance at all, the said David C. Bryan, Attorney as aforesaid, did sell all these three unimproved lots on Kent Island in the Fourth Election District of Queen Anne's County, Maryland, and more particularly described in the above mentioned mortgage and the advertisement of sale as Parcel No. 2 unto Peoples Bank and Trust Company, it being then and there the highest bidder therefore, at and for the sum of One Hundred Dollars ($100.00).

The purchaser is the Mortgagee. The said David C. Bryan, Attorney, as aforesaid, 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 Advertisement of Sale are attached hereto.

The Peoples Bank and Trust Company, Mortgagee herein, retains the lien of its mortgage on Parcel No. 1 as described in the aforementioned mortgage and advertisement of sale, and reserves all of its rights with regard to said Parcel No. 1.

This Report states the amount of sale to be One Hundred Dollars ($100.00).

Respectfully submitted,

David C. Bryan

David C. Bryan, Attorney

STATE OF MARYLAND)
) To Wit:
QUEEN ANNE's COUNTY)

I HEREBY CERTIFY, that on the 13th day of April, 1981, before me, the subscriber, personally appeared David C. Bryan, Attorney named in the aforementioned mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true to the best of his knowledge, information and belief and that the sale was fairly made.

And he further made oath as aforesaid that there has been no change in the matters and facts set forth in the affidavit as to the military service filed in this cause on March 6, 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.

Eleanor J. Chilcoat

Notary Public
My Commission Expires: 7/1/82

ELAINE J. CHILCOATS NOTARY PUBLIC QUEEN ANNE'S CO. MD.

Centreville, Md. 4-9 19 81

We Hereby Certify

That the annexed advertisement of Attorney's 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 2nd day of April 19 81. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 18th day of March 19 81, and the last insertion on the 1st day of April 19 81.

RECORD
CLERK, CIR
1981 APR 13 PM 3:42
QUEEN ANNE'S COUNTY

Publishers, Record Observer

Per Marjorie Freeman

Attorney's Sale
of
Valuable Fee Simple Real Estate

Residence Facing Jackson Creek
and
Lots in Bay City

Under and by virtue of the power of sale contained in a mortgage from [illegible] R. Cohee and Margaret A. Cohee, his wife, to Peoples Bank and Trust company, dated April 12, 1978, and recorded among the land records of Queen Anne's County, Maryland, in Liber C.W.C. No. 134, folio 66, default having occurred in the terms of said mortgage, the undersigned attorney, being specifically authorized to exercise the power of sale therein contained after default, will offer at public auction in front of the Court House Door in the Town of Centreville, Queen Anne's County, State of Maryland, at the hour of 12:30 o'clock P.M., Local Time, on

Friday, April 3, 1981

the following described real estate, to wit:

PARCEL NO. 1

ALL that lot or parcel of land situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, and more particularly described by metes and bounds, courses and distances, according to a plat and survey thereof by Russell R. Klages & Associates, dated June, 1973, and recorded among the land records of Queen Anne's County in Liber C.W.C. No. 85, folio 102, as amended by amendment recorded February 10, 1979, in Liber C.W.C. No. 48, folio 104;

IMPROVEMENTS: These lots are unimproved. Lots 19 and 21 front on Broad Creek and Lot 22 touches the Creek. All lots are on Wellman Way. Bay City is a well established community with access to the Chesapeake Bay and within easy commuting distance of Annapolis, Baltimore and Washington.

TERMS OF SALE: The Purchaser(s) shall be required to pay ten per cent (10%) of the purchase price in cash or by certified check on the day of sale, the balance to be paid within ten (10) days of the ratification of the sale by the Circuit Court of Queen Anne's County and to bear interest at ten percent (10%) from day of sale to day of settlement, at all cash on the day of sale as the purchaser(s) may elect. Full possession will be given to the purchaser(s) upon ratification of the sale and payment of the purchase price. Taxes and all other assessments and charges will be adjusted to the date of final settlement. All transfer expenses, including deed, title papers, documentary stamps, transfer tax and notary fees to be paid by the purchaser(s).

INSPECTION: The property may be inspected by contacting the undersigned attorney.

At the time and place of sale, the purchaser(s) will be required to make affidavit as required by Rule BR6e3 of the Maryland Rules of Procedure and to execute a memorandum of sale.

DAVID C. BRYAN
Attorney named in Mortgage
Address: 111 Lawyers Row
Centreville, MD 21617
Telephone: 1-301-758-1643
Joseph A. Jackson, Jr.
Auctioneer

f10-3-16 [illegible]

LIBER 13 PAGE 616

DAVID C. BRYAN Attorney named in mortgage	*	In the Circuit Court for Queen Anne's County
vs.	*	
MERVIN K. COHEE and MARGARET A. COHEE, his wife Mortgagors	*	In Equity Chancery No. 6608

CERTIFICATE OF AUCTIONEER

I HEREBY CERTIFY, that I did sell at public auction:

All that parcel of land known as the Cohee Residence near Jackson Creek, Fourth Election District, Queen Anne's County, Maryland, designated as Parcel No. 1 in the advertisement of sale.

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

In front of the Court House door in the Town of Centreville, Queen Anne's County, Maryland, on April 3, 1981, beginning at the hour of 12:30 o'clock P.M., Eastern Time, unto

NO BIDS - NOT SOLD

at and for the sum of _____

Dollars ($).

Joseph A. Jackson, Jr.
Auctioneer

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1981 APR 13 PM 3:42
QUEEN ANNE'S COUNTY

DAVID C. BRYAN Attorney named in mortgage	*	In the Circuit Court for Queen Anne's County
vs.	*	In Equity
MERVIN K. COHEE and MARGARET A. COHEE, his wife Mortgagors	*	Chancery No. 6608

CERTIFICATE OF AUCTIONEER

I HEREBY CERTIFY, that I did sell at public auction:

All those parcels of land known as Lots 19, 21 and 22, Block 37, of Bay City, Section 2, Fourth Election District, Queen Anne's County, Maryland, designated as Parcel No. 2 in the advertisement.

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

In front of the Court House door in the Town of Centreville, Queen Anne's County, Maryland, on April 3, 1981, beginning at the hour of 12:30 o'clock P.M., Eastern Time, unto

Peoples Bank and Trust Company

at and for the sum of One Hundred

Dollars ($100.00).

Joseph A. Jackson, Jr.
Auctioneer

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CLERK, CIRCUIT COURT
1981 APR 13 PM 3:42
QUEEN ANNE'S COUNTY

DAVID C. BRYAN Attorney named in mortgage	*	In the Circuit Court for Queen Anne's County
vs.	*	
MERVIN K. COHEE and MARGARET A. COHEE, his wife Mortgagors	*	In Equity Chancery No. 6608

AFFIDAVIT OF PURCHASER

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

I HEREBY CERTIFY, that on this 3rd day of March, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared

John O. Williams

purchaser of Parcel No. 2 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 described in the Advertisement of Sale in this cause, ~~as principal or principals and not as agent for anyone~~,
(as agent for Peoples Bank and Trust Company)
that no others are interested in said sale as principal or principals, and that he did not directly or indirectly discourage anyone from bidding on said property.

WITNESS my hand and notarial seal.

BEVERLY M. RINGGOLD
NOTARY PUBLIC
QUEEN ANNE'S CO., MD.

Beverly M. Ringgold
Notary Public
My Commission Expires: July 1, 1982

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1981 APR 13 PM 3:42
QUEEN ANNE'S COUNTY

ORDER NISI ON SALE

DAVID C. BRYAN, Attorney named in Mortgage vs. MERVIN K. COHEE and MARGARET A. COHEE, his wife	In the Circuit Court for Queen Anne's County In Equity Cause No. 6608

ORDERED, this 13th day of April, 19 81, that the sale of the real property, made and reported in this cause by David C. Bryan, Attorney named in Mortgage, be ratified and confirmed, on or after the 14th day of May, 19 81, 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 May, 19 81.

The report states the amount of sales to be $100.00 as to Parcel No. 2.

Marguerite H. Mankin Clerk

Filed April 13, 1981

Centreville, Md. 5-7 19 81

We Hereby Certify

That the annexed advertisement of

Order of 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 7th day of May 19 81

And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 22nd day of April 19 81, and the last insertion on the 6th day of May 19 81.

Publishers, Record Observer

Per Marjorie Freeman

ORDER NISI
ON SALE

DAVID C. BRYAN,
Attorney named
in Mortgage
vs.
MERVIN K. COHEE
and
MARGARET A.
COHEE,
his wife
In the Circuit Court
for Queen Anne's
County
In Equity
Case No. 6603

ORDERED, this 13th day of April 1981, that the sale of the real property, made and reported in this cause by David C. Bryan, Attorney named in Mortgage, be ratified and confirmed, on or after the 14th day of May, 1981, 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 May, 1981.

The report states the amount of sales to be $100.00 as to Parcel No. 2.

Marguerite W. Mankin,
Clerk.

True Copy, Test:
Marguerite W. Mankin,
Clerk
By: Betty M. Comegys,
Deputy Clerk
Filed: April 13, 1981

RO-4-22-3t-028

Filed May 15, 1981

DAVID C. BRYAN attorney named in mortgage	*	In the Circuit Court for Queen Anne's County
vs.	*	
MERVIN K. COHEE and MARGARET A. COHEE, his wife Mortgagors	*	In Equity Chancery No. 6608

FINAL ORDER OF RATIFICATION OF SALE
OF PARCEL NO. 2

It is ORDERED, this 18th day of May, 1981, by the Circuit Court for Queen Anne's County, that the Sale of the real estate made and reported in this cause by David C. Bryan, Assignee, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice thereof appears to have been given as required by the preceding order nisi; and the said David C. Bryan, Attorney, is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers therefor to the Auditor.

FILED
MAY 19 1981
CIRCUIT COURT
QUEEN ANNE'S CO.

Judge

LIBER 13 PAGE 622

ROBERT F. VAVRINA, ATTORNEY NAMED IN MORTGAGE	*	IN THE CIRCUIT COURT
	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
THOMAS L. SWARTZ and PHYLLIS SWARTZ, his wife	*	IN EQUITY 6921
	*	

JUN 19-81 * 23746 *****70.00
JUN 19-81 A 023746 *****10.00
JUN 19-81 A 023745 *****60.00

Mr. Clerk:

Please docket the above entitled foreclosure case and file among the papers the following instrument marked "Plaintiff's Exhibit 'A'.

1. Original Mortgage from Thomas L. Swartz and Phyllis Swartz, his wife, fo Baltimore Federal Savings and Loan Association, dated October 11, 1979 and recorded among the Land Records of Queen Anne's County in Liber MWM 156 folio 163; which Mortgage was re-recorded as a Confirmatory in Liber MWM 157, folio 145.

Robert F. Vavrina
Attorney Named in Mortgage

CALLAHAN, CALWELL & LAUDEMAN

BY: Robert F. Vavrina

Attorneys for Plaintiff

210 E. Redwood Street
Baltimore, Maryland 21202
(301) 539-6841

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1981 JUN 19 AM 9 17
QUEEN ANNE'S COUNTY

LIBER 3 PAGE 124

Vavrina v. Swartz
Equity 6921

Bond No. 256 07 80

FIREMAN'S FUND AMERICAN INSURANCE COMPANIES

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY
HOME OFFICE: SAN FRANCISCO, CALIFORNIA

MORTGAGEES OR TRUSTEES BOND

Equity #6921

KNOW ALL MEN BY THESE PRESENTS, THAT we Robert F. Vavrina, Attorney Named in Mortgage, 210 E. Redwood St., Baltimore, MD 21202

as principal, and the Fireman's Fund Insurance Company, a body corporate, duly incorporated under the laws of the State of California, as surety, are held and firmly bound unto the STATE OF MARYLAND, in the full and just sum of Thirty eight thousand---------- ($ 38,000.00----------) 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 27th day of July, in the year of our Lord 1981

WHEREAS, the above bounden Robert F. Vavrina

by virtue of the power contained in a mortgage - ~~xxxxxxxxx~~ from Thomas L. Swartz & wife to Baltimore Federal Savings & Loan Assoc.

bearing date the 11th day of October, 1979

and recorded among the Land Records of Queen Annes County in Liber 156, folio 163, and

in Liber No. MWM 157, Folio 145 and Robert F. Vavrina

is about to sell the land and premises described in said mortgage - ~~xxxxxxxxx~~, 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 Robert F. Vavrina

do and shall well and truly and faithfully perform the trust reposed in him

under the mortgage - ~~xxxxxxxxx~~ aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law

IN TESTIMONY WHEREOF, the above bounden Robert F. Vavrina

has - ~~xxxx~~ hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney-in-fact, the day and year first herein above written.

Signed, sealed and delivered
in the presence of

Janice MacDonald, Witness as to Principal

Robert F. Vavrina (SEAL)

(SEAL)

Fireman's Fund Insurance Company
NAME OF COMPANY

As to Surety

Rose B. Faulhaber

by Carol Connolly
Attorney-in-fact Carol Connolly

360404-11-67

APPROVED AND BOND FILED 7/29/81

LIBER 13 PAGE 623

GENERAL POWER OF ATTORNEY

LIBER 13 PAGE 624

FIREMAN'S FUND INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That FIREMAN'S FUND INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of California, and having its principal office in the City and County of San Francisco, in said State, has made, constituted and appointed, and does by these presents make, constitute and appoint

FRANK R. CEILER, ROSE B. FAULHABER, GLADYS J. PARRACK and CAROL CONNOLLY
jointly or severally

BALTIMORE, MD

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof ----------

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VIII, Section 30 and 31 of By-laws of FIREMAN'S FUND INSURANCE COMPANY now in full force and effect.

"Article VIII. *Appointment and Authority of Resident Assistant Secretaries, and Attorney-in-Fact and Agents to accept Legal Process and Make Appearances.*

Section 30. *Appointment.* The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 31. *Authority.* The Authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of FIREMAN'S FUND INSURANCE COMPANY at a meeting duly called and held on the 15th day of July, 1966, and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, FIREMAN'S FUND INSURANCE COMPANY has caused these presents to be signed by its Vice-President,

and its corporate seal to be hereunto affixed this 7th day of November, 19 78

FIREMAN'S FUND INSURANCE COMPANY

By William W. Lauber
Vice-President

STATE OF CALIFORNIA,
CITY AND COUNTY OF SAN FRANCISCO } ss.

On this 7th day of November, 19 78, before me personally came William W. Lauber to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of FIREMAN'S FUND INSURANCE 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; 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.

OFFICIAL SEAL
SUSIE K. GILBERT
NOTARY PUBLIC - CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
My Commission Expires Nov. 17, 1980

Susie K. Gilbert
Notary Public

CERTIFICATE

STATE OF CALIFORNIA,
CITY AND COUNTY OF SAN FRANCISCO } ss.

I, the undersigned, Assistant Secretary of FIREMAN'S FUND INSURANCE COMPANY, a CALIFORNIA 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 VIII, Sections 30 and 31 of the By-laws of the Corporation, and the Resolution of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed at the City and County of San Francisco. Dated the 27th day of July, 19 81

Winifred H. Browne
Assistant Secretary

DOCUMENT NO. 100,260 61 99 001

INDIVIDUAL & CORPORATE — CONFIRMATORY — FILE NO.

City and County Form — Construction

This Mortgage, made this 11th day of October, in the year one thousand, nine hundred and seventy-nine, between THOMAS L. SWARTZ and PHYLLIS SWARTZ, his wife

, of the State of Maryland, Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee:

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of Forty Thousand Four Hundred ($40,400.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest only at the rate of 11½ per annum from the dates and on the amounts as disbursed per the Building Loan Agreement of even date herewith in connection with said loan for the period of construction not to exceed 17 months and 20 days payable monthly commencing on the first day of December, 19 79, and thereafter at the rate of 11½ % per annum in the manner following:

By the payment of Four Hundred Seventy-Two ($472.00) Dollars, commencing on the first day of June, 19 81, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum;

The due execution of this mortgage having been a condition precedent to the granting of said advance;

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant convey and assign unto the said Mortgagee all the lot(s) of ground situate and lying in the Fourth Election District of Queen Anne's County, in said State, and described as follows:

all that lot of ground situate in Queen Anne's County, State of Maryland, and described as follows, that is to say:

ALL that lot or parcel of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, set forth and shown on a plat entitled, "Cloverfields, Plat 2", by Purdum and Jeschke, registered engineers and surveyors, dated the 4th day of March, 1959, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 47, Folio 383, said lot being known and designated thereon as Lot No. 21, Block K, Plat 2, Cloverfields.

BEING the same lands conveyed unto Thomas L. Swartz and Phyllis Swartz, his wife, by Richard F. Housley, Sr. and Catherine Housley, his wife, by deed of even date herewith and intended for recording among the Land Records of Queen Anne's County, Maryland, immediately prior to the recording of these presents.

CLERK OF COURT
1979 NOV -9 AM 9:50
QUEEN ANNE'S COUNTY

NOV -9-79 * 25256 *****12.00
NOV -9-79 A 25256 *****12.00

Mortgagor hereby agrees that any default in the terms set forth in either this mortgage or in any prior or subsequent duly recorded mortgage to the Mortgagee secured by the same property or any part thereof shall constitute a default in all of said mortgages. The Mortgagee may at any time thereafter declare the entire indebtedness due under said mortgages to be immediately due and payable, and Mortgagee may thereupon exercise any and all rights and remedies afforded in the event of default in any of said mortgages, and it is agreed that the Mortgagee may enforce any remedy it has under any of said mortgages simultaneously or in the order the Mortgagee shall determine in its sole and absolute discretion.

It is expressly agreed and understood that any default under the terms of the Building Loan Agreement of even date herewith, in connection with the herein mortgage loan, shall, at the option of the Mortgagee, render this mortgage in default.

AND WHEREAS this mortgage shall also secure future advances as provided by Chapter 349 of the Laws of Maryland passed at the January Session of the General Assembly in the year 1972 or any supplement, amendment, or addition thereto.

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee.

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced may be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

Provided, however, if the said Mortgagor shall make or cause to be made the payments as agreed and perform and comply with the covenants and conditions herein mentioned on his part to be done, then this mortgage shall be void.

And the said Mortgagor 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 Mortgagee in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee, to the extent necessary to protect its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee; and in case of failure of the Mortgagor so to do, the Mortgagee may do so and the amount paid to accomplish this purpose shall then be added to the principal debt herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the Mortgagee only; the Mortgagor hereby waiving all right to the possession of said payment until (a) the Mortgagee's claim under this mortgage has been fully paid and satisfied or (b) the Mortgagor has restored the premises to their condition prior to the casualty loss, which restoration must be promptly and diligently accomplished. The insurance proceeds shall at no time constitute a fund to which the Mortgagor can look for the payment of any regular monthly installment, whether overdue or current or future; the monthly payments required hereunder shall continue to be due and payable by the Mortgagor even though the Mortgagee is holding insurance proceeds. In the event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or Grantee. (3) to pay all ground rent, taxes, water rent, insurance, mortgage guaranty insurance (if applicable), public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; and for the purpose of establishing a fund to assure said payments, the Mortgagor, in addition to the monthly payment of principal and interest payable under the terms of this mortgage, shall pay to the Mortgagee, on the first day of each month until the entire indebtedness is fully paid, one-twelfth of the yearly aggregate of such items (as estimated by the Mortgagee). The fund so established shall be held by the Mortgagee in trust soley for the purposes indicated; the fund may be commingled with other funds of the Mortgagee and shall not earn any dividends or interest for the Mortgagor. In the event the Mortgagor fails to provide sufficient funds to pay said expenses, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon. Failure to establish and maintain the fund for the payment of the expenses above referred to shall, at the option of the Mortgagee, constitute a default of this mortgage, for which foreclosure may be filed. (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 Mortgagee's written consent, or should the same be encumbered by the Mortgagor without the Mortgagee's written consent, then the whole of said principal sum shall immedintely become due and payable, and the mortgage subject to foreclosure. (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 covenants or conditions hereof for thirty days; (8) to pay a late charge of ten percent (10%) of the total amount of any delinquent or late periodic installment of interest or interest and principal or of interest and principal plus expense account payment, which is received at the office of Mortgagee more than (15) calendar days after the due date thereof; (9) this loan may be prepaid in whole or in an amount not less than the ensuing installment of principal; but after the construction term and during the permanent term, should the aggregate amount of prepayment in any one year exceed 20% of the original loan amount, six months interest will be charged on such amount that is in excess of 20%; (10) to pay to the attorney for the Mortgagee, at the time when the final pnyment necessary to discharge the mortgage debt is made, the costs and expenses incident to the preparation and recording of a release of this mortgage.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor may retain possession of the hereby mortgaged property.

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in nny of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, or Robert F. Vavrina or James D. Laudeman, Jr., its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgnged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of the Public General Laws of Maryland and the Maryland Rules of Procedure, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of
Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, under this mortgage whether the same shall have matured or not including interest thereon until final ratification of the auditor's account; (3) the surplus (if any there be), to the said Mortgagor, or to whomever may be entitled to the same. Should the property described herein be advertised for sale hereunder and not sold, the Mortgagor shall pay, each and every time such event may occur, the following expenses and charges: (a) the expenses and costs incident to such sale to date, including the fee provided herein; and (b) one-half of the commission as herein provided computed on the amount of the debt hereby secured.

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 applicnble to all genders, and Mortgagee shall include any pnyee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise. The covenants herein contained shall bind, and the benefits and advantages herein recited shall enure to the respective heirs, executors, personal representatives, successors and assigns of the parties hereto.

The Mortgagor by execution of this instrument certifies that prior to such execution he has received a loan disclosure statement in connection with this loan as required by Article 49 of the Annotated Code of Maryland.

WITNESS the hand(s) and seal(s) of the said Mortgagor(s).

Thomas L. Swartz (SEAL)

(SEAL)

Phyllis Swartz (SEAL)

(SEAL)

STATE OF MARYLAND,

On this 11th day of October, 19 79, before me,

a Notary Public of said State, personally appeared THOMAS L. SWARTZ and PHYLLIS SWARTZ, his wife,

known to me (or satisfactorily proven), to be the person(s) whose name(s) is/are subscribed to the within Mortgage, and who, acknowledged that they executed the same for the purposes therein contained,

On the same day also personally appeared HUBERT H. WRIGHT, IV 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 amount of said mortgage loan has been paid over and disbursed pursuant hereto by the Mortgagee to either the Mortgagor or the settling Attorneys, or their respective agent, prior to the final and complete execution and delivery by the Borrower of this mortgage, 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

NOTARY PUBLIC DORCHESTER COUNTY, MD.

Melanie A. Brannock
Notary Public.

My commission expires July 1, 1982

This is to certify that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly submitted to practice before the Court of Appeals of Maryland.

Hubert H. Wright, IV
Hubert H. Wright, IV Attorney

LIBER 13 PAGE 627

LIBER 13 PAGE 628 6199001

ROBERT F. VAVRINA, ATTORNEY NAMED IN MORTGAGE	*	IN THE CIRCUIT COURT
	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
THOMAS L SWARTZ and PHYLLIS SWARTZ, his wife	*	IN EQUITY 6921
	*	

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, personally appeared John A. Cooney, III, Vice President of Baltimore Federal Savings and Loan Association, and made oath in due form of law, that to the best of his/her information, knowledge and belief --

(1) Said Defendant(s) is/are not in the Military Service of the United States of America,

(2) Said Defendant(s) is/are not in the Military Service of any Nation allied with the United States of America,

(3) Said Defendant(s) has/have not been ordered to report for induction under the Selective Training and Service Act,

(4) Said Defendant(s) is/are not a member(s) of the Enlisted Reserve Corps who has/have been ordered to report for Military Service.

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: John Cooney

John A. Cooney III, Vice President

Affiant

Subscribed and sworn to before me this

4th day of June, 1981.

Jeffrey H. Dunn

JEFFREY H. DUNN

JEFFREY H. DUNN NOTARY PUBLIC HOWARD COUNTY

Notary Public

ROBERT F. VAVRINA, ATTORNEY NAMED IN MORTGAGE	*	IN THE CIRCUIT COURT
	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
THOMAS L. SWARTZ, and PHYLLIS SWARTZ, his wife	*	IN EQUITY 6921

STATEMENT OF MORTGAGE DEBT

Statement of mortgage claim of Baltimore Federal Savings and Loan Association under the Mortgage from Thomas L. Swartz and Phyllis Swartz. his wife, to Baltimore Federal Savings and Loan Association dated the 11th day of December, 19 80, and recorded among the Land Records of Queen Anne's County in Liber MWM 156, folio 163; which Mortgage was re-recorded as a Confirmatory Liber MWM No. 157 folio 145

Amount of Mortgage	$40,000.00
Less - amount applied to principal from undrawn trust funds	6,805.00
	33,595.00
Plus - interest from 2/1/80 thru 6/4/80	1,407.76
	$35,002.76

Interest per diem $10.85

STATE OF MARYLAND, CITY ~~X COUNTY OF~~ BALTIMORE
TO WIT:

I HEREBY CERTIFY, that on this 4th day of June, 19 81, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared John A. Conney III, Vice President of Baltimore Federal Savings and Loan Association,

holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and trust statement of the amount of the mortgage claim under the Mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

JEFFREY H. DUNN, Notary Public

JEFFREY H. DUNN NOTARY PUBLIC HOWARD COUNTY

ROBERT F. VAVRINA, ATTORNEY NAMED IN MORTGAGE	*	IN THE CIRCUIT COURT
VS.	*	FOR QUEEN ANNE'S COUNTY
THOMAS L. SWARTZ and PHYLLIS SWARTZ, his wife	*	IN EQUITY # 6921
	*	

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Robert F. Vavrina, Attorney Named in the Mortgage, dated October 11, 1979, and recorded among the Land Records of Queen Anne's County in Liber MWM 156 folio 163 from the Defendants to Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the The Record Observer, a weekly ~~a~~ newspaper published in Queen Anne's County, Robert F. Vavrina, Attorney Named in Mortgage, ~~Attorney~~, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 4th day of August, 1981, at 10:00 A.M. ~~XXXX~~, attend on the premises and then and there sold the fee simple property situate, lying and being in Queen Anne's County, Maryland, being Lot 21, Johnny Lane, in Cloverfields Subdivision;

RECORDED
CLERK'S DEPARTMENT
1981 AUG 18 AM 9:17
QUEEN ANNE'S COUNTY

more particularly and at length described in the aforementioned Mortgage, and in the attached copy of advertisement of sale.

The property was sold to Betty Brewer McCullough, Edward Norris McDullough, Marion J. McCullough and George A. McCullough, in fee simple, at and for the sum of Thirty Five Thousand and 00/100 ($35,000.00) Dollars, said purchasers being then and there the highest bidder.

Robert F. Vavrina,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 5th day of August, 19 81 before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Robert F. Vavrina, Attorney Named in Mortgage and made oath in due form of law that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

JEFFREY H. DUNN
Notary Public

JEFFREY H. DUNN NOTARY PUBLIC HOWARD COUNTY

CALLAHAN, CALWELL & LAUDEMAN
Solicitors
210 E. Redwood Street
Baltimore, Md. 21202
301-539-6841

Attorney's Sale

Of

Valuable, Fee Simple, Substantially Completed, Residential Dwelling Property

Lot 21, Johnny Lane, Cloverfields Subdivision on Chester River, North of Stevensville, Kent Island, Queen Anne's County, Md.

Under and by virtue of the power and authority contained in a Mortgages from Thomas L. Swartz and Phyllis Swartz, his wife, to Baltimore Federal Savings and Loan Association dated October 11, 1979, and recorded among the land Records of Queen Anne's County in Liber MWM 156, folio 163, & MWM 157, Folio 145, default having occurred thereunder, and at the request of the party secured thereby, the undersigned, Attorney Named in Mortgage, will sell at public auction on the premises, on

Tues., August 4, 1981

At 10:00 O'Clock A.M.

all that fee simple property and the improvements thereon, situate in Queen Anne's County, Md., and described as follows:

ALL that lot or parcel of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, set forth and shown on a plat entitled, "Cloverfields, Plat 2", by Purdum and Jeschke, registered engineers and surveyors, dated the 4th day of March, 1959, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 46, Folio 383, & T.S.P. # 1, Folio 53, said lot being known and designated thereon as Lot No. 21, Block K, Plat 2, Cloverfields. Reference to said Plat is erroneously referred to in the aforesaid deed of trust as T.S.P. 47, Folio 383.

Together with all the buildings thereon, and all the rights, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging, or in anywise appertaining..

Subject to covenants, conditions, restrictions, easements, etc., and utility agreements of record, if any, affecting the property.

The improvements consist of a detached, one story, frame dwelling originally planned for living room, dining room, kitchen, 3 bedrooms & 1½ baths.

TERMS OF SALE:

A cash, certified or cashier's check deposit of $4,000.00 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 of eight per cent per annum from date of sale to date of settlement. The purchaser will be required to complete settlement of the purchase within five days of the ratification of the sale by the Court; otherwise the property will be resold at the risk and expense of the purchaser. Texes, public charges and assessments, ground rent and water rent [illegible] adjusted to date of sale. All such taxes, public charges and assessments, payable on an annual basis, including sanitary and/or metropolitan district charges to be adjusted for the current year to date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps and transfer taxes, if any shall be borne by the purchaser.

ROBERT F. VAVRINA
ATTORNEY NAMED
IN MORTGAGE
Joesph A. Jackson, Jr., Auctioneer

RO 7 22 2t 032

Centreville, Md. 8-3 19 81

We Hereby Certify

That the annexed advertisement of

ATTORNEY'S 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 4th day of August 19 81. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 15th day of July 19 81, and the last insertion on the 29th day of July 19 81.

Publishers, Record Observer

Per Marjorie Freeman

1981 AUG 18 AM 9:17

QUEEN ANNE'S COUNTY

CALLAHAN, CALWELL & LAUDERMAN
Solicitors
210 E. Redwood Street
Baltimore, Md. 21202
301-539-0341

Attorney's Sale
Of
Valuable, Fee Simple, Substantially Completed, Residential Dwelling Property

Lot 21, Johnny Lane, Cloverfields Subdivision on Chester River, North of Stevensville, Kent Island, Queen Anne's County, Md.

Under and by virtue of the power and authority contained in a Mortgages from Thomas L. Swartz and Phillis Swartz, his wife, to Baltimore Federal Savings and Loan Association dated October 11, 1979, and recorded among the land Records of Queen Anne's County in Liber MWM 155, folio 153, & MWM 157, Folio 145, default having occurred thereunder, and at the request of the party secured thereby, the undersigned, Attorney Named in Mortgage, will sell at public auction on the premises, on

Tues., August 4, 1981
At 10:00 O'Clock A.M.

all that fee simple property and the improvements thereon, situate in Queen Anne's County, Md., and described as follows:

ALL that lot or parcel of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, set forth and shown on a plat entitled. "Cloverfields, Plat 2", by Purdum and Jeschke, registered engineers and surveyors, dated the 4th day of March, 1959, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 46, Folio 383, & T.S.P. # 1, Folio 53, said lot being known and designated thereon as Lot No. 21, Block K, Plat 2, Cloverfields. Reference to said Plat is erroneously referred to in the aforesaid deed of trust as T.S.P. 47, Folio 383.

Together with all the buildings thereon, and all the rights, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging, or in anywise appertaining.

Subject to covenants, conditions, restrictions, easements, etc., and utility agreements of record, if any, affecting the property.

The improvements consist of a detached, one story, frame dwelling originally planned for living room, dining room, kitchen, 3 bedrooms & 1½ baths.

TERMS OF SALE:

A cash, certified or cashier's check deposit of $4,000.00 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 of eight per cent per annum from date of sale to date of settlement. The purchaser will be required to complete settlement of the purchase within five days of the ratification of the sale by the Court otherwise the property will be resold at the risk and expense of the purchaser. Taxes, public charges and assessments, ground rent and water rent [illegible] adjusted to date of sale. All such taxes, public charges and assessments, payable on an annual basis, including sanitary and/or metropolitan district charges to be adjusted for the current year to date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps and transfer taxes, if any shall be borne by the purchaser.

ROBERT F. VAVRINA
ATTORNEY NAMED
IN MORTGAGE
Joesph A. Jackson, Jr., Auctioneer
RO 7-22 2t 032

ROBERT F. VAVRINA, ATTORNEY NAMED IN MORTGAGE	*	IN THE CIRCUIT COURT
	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
THOMAS L. SWARTZ and PHYLLIS SWARTZ, his wife	*	IN EQUITY # 6921
	*	

AFFIDAVIT OF NOTICE

STATE OF MARYLAND, CITY ~~XXXXXXXX~~ OF BALTIMORE , TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, personally appeared Robert F. Vavrina, Attorney Named in Mortgage, authorized

to make sale of property herein, and made oath in due form of law that he has given notice by certified mail, to the defendant(s), to the present record owner(s), and to the holder(s) of subordinate mortgage(s) or security interest(s) who have given written notice to the secured party in these proceedings at their/his/her/its last known address of the time, place and terms of sale of the property reported herein, in compliance with Rule W74 a 2 (c) of the Maryland Rules of Procedure.

Robert F. Vavrina, Attorney Named in Mortgage

Subscribed and sworn to before me,

this 5th day of August, 1981

JEFFREY H. DUNN

Notary Public

JEFFREY H. DUNN NOTARY PUBLIC HOWARD COUNTY

Vavrina v. Swartz
Equity #6921

PURCHASER'S AFFIDAVIT

STATE OF MARYLAND, CITY/COUNTY OF , TO WIT:

I HEREBY CERTIFY that on this fourteenth day of August, 19 81, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Betty Brewer McCullough, Edward Norris McCullough, Marion J. McCullough, and George A. McCullough, purchaser(s) at the foreclosure sale in this cause, and made oath in due form of law (that ~~he is/it is~~/they are the purchaser(s) and purchased the same as principal and not as agent for anyone)

~~(that he is/they are the agent for said purchaser)~~

and ~~he has/it has~~/they have not directly or indirectly discouraged anyone from bidding for the said property known as Lot 21, Block K. Plat 2, Cloverfields, mentioned in the said Report of Sale.

Betty Brewer McCullough (SEAL)
Betty Brewer McCullough

Edward N McCullough (SEAL)
Edward Norris McCullough

Marion J. McCullough (SEAL)
Marion J. McCullough

George A. McCullough (SEAL)
George A. McCullough

Purchaser(s)

Box 87, Stevensville, Md. 21666
Address

OFFICIAL SEAL
LOREEN I. TRENT
NOTARY PUBLIC
QUEEN ANNES, MARYLAND
COMM. EXPIRES JULY 1, 1982

1981 AUG 18 AM 9:11 77
QUEEN ANNE'S COUNTY

Loreen I. Trent
Notary Public

LIBER 13 PAGE 635

LIBER 13 PAGE 636

ORDER NISI ON SALE

ROBERT F. VAVRINA, Attorney named in Mortgage vs. THOMAS L. SWARTZ AND PHYLLIS SWARTZ, his wife	In the Circuit Court for Queen Anne's County In Equity Cause No. 6921

ORDERED, this 18th day of August, 19 81, that the sale of the real property, made and reported in this cause by Robert F. Vavrina, Attorney named in Mortgage, be ratified and confirmed, on or after the 21st day of September, 19 81, 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 September, 19 81.

The report states the amount of sales to be $ 35,000.00.

Marguerite H. Mankin Clerk

Filed August 18, 1981

Centreville, Md. 9-18 19 81

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 21st day of September 19 81

And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 26th day of August 19 81, and the last insertion on the 9th day of September 19 81.

Publishers, Record Observer

Per Marjorie Stearns

RECEIVED
CLERK, CIRCUIT COURT
1981 SEP 23 AM 9:48

ORDER NISI
ON SALE
ROBERT F. VAVRINA,
Attorney
named in Mortgage
vs.
THOMAS L. SWARTZ
AND
PHYLLIS SWARTZ,
Mortgagors
In the Circuit Court
for
Queen Anne's County
In Equity
Docket No. 6821

ORDERED, this 18th day of August, 1981, that the sale of the real property, made and reported in this cause by Robert F. Vavrina, Attorney named in Mortgage, be ratified and confirmed, on or after the 21st day of September, 1981, 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 September, 1981.

The report states the amount of sales to be $35,000.00.

Marguerite W. Mankin,
Clerk

True Copy, Test:
Marguerite W. Mankin,
Clerk
By: Betty M. Comegys,
Deputy Clerk

Filed: August 18, 1981.

RO-8-26-3t-038

LIBER 13 PAGE 637

ROBERT F. VAVRINA, ATTORNEY NAMED IN MORTGAGE	*	IN THE CIRCUIT COURT
	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
THOMAS L. SWARTZ and PHYLLIS SWARTZ, his wife	*	IN EQUITY # 6921

ORDER OF SALE RATIFICATION

ORDERED, By the Circuit Court for Queen Anne's County, this 24th day of September, 19 81, that the sale made by Robert F. Vavrina, Attorney Named in Mortgage for the fee simple Real Estate described in the proceedings in the above entitled cause, and reported by said Attorney Named in Mortgage to this Court on the 18th day of August, 19 81, be, 8/18 and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order NISI passed in said cause, and that the said Attorney Named in Mortgage be allowed the usual commissions and all proper expenses for which he shall produce vouchers to the Auditor.

RECEIVED CLERK, CIRCUIT COURT 1981 SEP 24 AM 10:35 QUEEN ANNE'S COUNTY

K Thomas Everyman
Judge

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ROBERT F. VAVRINA

Attorney Named In Mortgage

v. CHANCERY NO. 6921

THOMAS L. SWARTZ
PHYLLIS SWARTZ

: : : : :

ACCOUNT OF AUDITOR
AND PROPOSED DISTRIBUTION

PROCEEDS OF FORECLOSURE SALE				
Sale Price			$ 35,000.00	
Interest from 8/4 to 9/30 on $ 31000 @ 8 % 57 days @ $ 6.89 per day			392.73	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION				$ 35,392.73
COMMISSIONS, payable to Attorney			$ 1,900.00	
EXPENSES OF SALE				
Court costs	$	129.00		
Advertising				
Notice of Sale		367.53		
Report of Sale		49.14		
Bond premium		152.00		
Auctioneer's fee		87.50		
Certified mail		5.26		
Notary Public		1.50		
Real Property taxes		3.63		
Subdivision charges		71.64		
Judgment reports		3.00		
Copies of Deed/Plat		2.00	872.20	
AUDITOR'S FEE AND COSTS				
Fee for audit & report		45.00		
Mailing notices		0.96	45.96	2,818.16-
AVAILABLE FOR DISTRIBUTION				$ 32,574.57
AMOUNT OWED under Mortgage				
Principal, per Statement of Debt			$ 33,595.00	
Interest @ 11.5 % ($ 10.73 per day)				
2/1 to 6/4 (123 days)			1,319.79	
6/4 to 10/3 (121 days)			1,298.33	
TOTAL AMOUNT DUE LENDER				36,213.12-
AVAILABLE FOR DISTRIBUTION TO LENDER				32,574.57
D E F I C I T				($ 3,638.55)

REC.
CLERK. CIRCUIT
1981 OCT 28 AM 10: 29
QUEEN ANNE'S COUNTY

NOTICE

The above Account was filed on the 28th day of October, 1981. Exceptions to the Account must be filed within fifteen (15) days of that date. If no exceptions are filed within that fifteen (15) day period, the Account may thereupon be ratified.

CERTIFICATE OF AUDITOR

I hereby certify that I have examined the suggested Account, together with the receipts, vouchers, statements, suggested distribution and affidavit submitted by the attorney named in the mortgage in the above-entitled cause. On the basis of the facts which appear upon the face of the proceedings and proofs submitted to me, it is my opinion that the claims set forth in the foregoing Auditor's Account have been established and are properly allowable by law in the amounts there set forth. I further certify that on the 28th day of October, 1981, copies of the Auditor's Account and Notice, conforming to the requirements of Maryland Rule 595 g and Second Circuit Rule 12 d, were mailed to the following persons:

Robert F. Vavrina, Esquire
210 E. Redwood Street
Baltimore, Maryland 21202

Thomas L. Swartz
774 Wingate Drive
Annapolis, Maryland 21401

Phyllis Swartz
774 Wingate Drive
Annapolis, Maryland 21401

John W. Sause, Jr.
Auditor

ROBERT F. VAVRINA, Attorney	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6921
THOMAS L. SWARTZ, et al.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 28th day of October, 1981, that the report and account filed in these proceedings by John W. Sause, Jr., Auditor, be ratified on or after the 13th day of November, 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 October 28, 1981

LIBER 13 PAGE 642

ROBERT F. VAVRINA, Attorney	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6921
	*	
THOMAS L. SWARTZ, et al.	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 13th day of November, 19 81, by the Court that the account of the Auditor is finally ratified and confirmed, and Robert F. Vavrina, Attorney, ~~Assignee/Trustee~~, is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Marguerite H. Mankin Clerk

Filed November 13, 1981

IN THE MATTER OF	/	IN THE
MORTGAGED REAL ESTATE	/	CIRCUIT COURT
OF	/	FOR
HOWARD W.N. RUPP, T/A HERITAGE HOMES	/	QUEEN ANNE'S COUNTY
MORTGAGOR	/	EQUITY NO. 6839

/ / / / / / / / / / / / /

CLERK OF THE COURT:

FEB 13-81 # 29765
FEB 13-81 A 929765

Please docket this case, file the original mortgage, Statement of Mortgage Debt, Military Affidavit and Bond.

Samuel M. Ivrey

Samuel M. Ivrey, Assignee

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
269-9285
269-9288
WASHINGTON
201-2171
BALTIMORE
269-3464

RECEIVED
CLERK, CIRCUIT COURT
1981 FEB 13 AM 9 27
QUEEN ANNE'S COUNTY

DOCUMENT NO. 100,325 LIBER 13 PAGE 614 LIBER 157 PAGE 324 L#18-2410

Form No. 1 – Individual

Purchase Money as to $10,500.00

This Mortgage, made this 2nd day of November, in the year one thousand nine hundred and seventy-nine, between HOWARD W.N. RUPP, T/A HERITAGE HOMES of Queen Anne's County, in the State of Maryland, Mortgagor (s), and Annapolis Federal Savings and Loan Association a body corporate, duly incorporated, Mortgagee.

Whereas the said Annapolis Federal Savings and Loan Association, has this day loaned to HOWARD W.N. RUPP, T/A HERITAGE HOMES the sum of SIXTY-EIGHT THOUSAND AND No/100 ($68,000.00)---------- dollars, ~~being the balance of the purchase money for the property hereinafter described~~, which said sum the said Mortgagor(s) agree(s) to repay in monthly installments with interest thereon from the date hereof, at the rate of 14½ % per annum, in the manner following: A 12 Month Construction period, terminating November 30, 1980.

By the payment of INTEREST ONLY ON DRAWS TAKEN ---------- ~~dollars plus one-twelfth of the annual taxes, insurance premiums and other public charges and assessments~~ on or before the last day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments will be applied by the mortgagee in the following order:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, assessments or public charges of every nature and description, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

FOURTH: That this loan may be prepaid, in whole or in part, ~~in an amount not less than one monthly installment of principal, provided that two months advance interest may be charged on that part of the aggregate amount of all prepayments made in any twelve month period which exceeds thirty-three and one-third percent (33⅓%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment, provided that no such charge may be imposed after the expiration of three (3) years from the date hereof~~ at any time without penalty for prepayment.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said HOWARD W.N. RUPP, T/A HERITAGE HOMES

does grant, convey and assign unto said Annapolis Federal Savings and Loan Association, its successors and assigns, all that lot, piece, or parcel of ground situate, lying and being in the Fourth district of Queen Anne's County, State of Maryland, and described as follows:

ALL THAT LOT OF GROUND situate in Queen Anne's County, being Lot No. 4, as shown on a plat entitled "Plat of the Calverton Subdivision", recorded among the Land Records of Queen Anne's County in Liber MWM 151, folio 218, and in Plat Book CWC 4, folio 17.

BEING PART of the property conveyed to the within-named Mortgagor, Howard W.N.Rupp from J. Calvert Jones and Helen H. Jones, his wife, by Deed of even date herewith and recorded or intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto.

CLERK ...

1979 NOV 13 PM 2:55

QUEEN ANNE'S COUNTY

NOV 13-79 * 25397 ****20[illegible] 75
NOV 13-79 A 25397 ****189 75
NOV 13-79 A 25396 *****15 00

The mortgagor agrees to pay a late charge not to exceed the greater of Two ($2.00) Dollars or five per cent (5%) of the total amount of any delinquent or late periodic installment of interest and principal which is received at the office of the mortgagee more than fifteen (15) calendar days after the due date thereof to cover the extra expense involved in handling delinquent payments.

This mortgage is made under and subject to the provisions of Article 66 of the Public General Laws of Maryland, and any supplement amendment, or addition thereto.

It is hereby agreed that this Mortgage shall also secure future advances as provided by Chapter 178 of the Laws of Maryland passed at the January Session of the General Assembly in the year 1955 or any supplement, amendment, or addition thereto.

Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining.

To have and to hold the said lot(s) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, forever.

If, however, the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said mortgagor(s) HOWARD W.N. RUPP, T/A HERITAGE HOMES for himself, his heirs, personal representatives or assigns, covenant(s) with the said Annapolis Federal Savings and Loan Association, as follows:

I. To repay the indebtedness, together with interest, as herein provided.

II. To keep the buildings on the premises insured against loss by fire and other hazards for the benefit of the mortgagee in some company acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee.

III. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time. Should the security for the loan be placed in jeopardy due to lack of maintenance or repair, the mortgagee may enter upon the premises, make needed improvements, add the reasonable cost thereof to the principal balance of the loan, and said sum shall be subject to the same rate of repayment as the remainder of the loan.

IV. To pay all 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 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 14½ % per annum from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

V. 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.

VI. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

And it is agreed that until default is made, the said mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of the mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by its duly authorized Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similar property by virtue of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than one hundred dollars:

Second, to the extinguishment of all claims of the mortgagee, its successors or assigns; and

Third, the balance, if any, to the said mortgagor(s), his, her or their heirs, personal representatives or assigns.

AND the said Mortgagor(s), for himself, his heirs, personal representatives and assigns do(es) 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 Mortgagor(s) for himself, his 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.

WITNESS the Hand(s) and Seal(s) of the said Mortgagor(s).

WITNESS:

Carole M. Turner

Carole M. Turner

Howard W.N. Rupp (SEAL)
Howard W.N. Rupp

(SEAL)

(SEAL)

(SEAL)

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 2nd day of November in the year one thousand nine hundred and seventy-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared HOWARD W.N. RUPP, T/A HERITAGE HOMES, the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act. At the same time also appeared CHARLES L. RICHARDS, President of Annapolis Federal Savings and Loan Association, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Carole M. Turner

Carole M. Turner Notary Public.

My commission expires on 7/1/82

LIBER 13 PAGE 647

DOCUMENT NO. 104,819 LIBER 172 PAGE 476 LIBER 13 PAGE 648

No. RECEIVED
Re. CLERK, CIRCUIT COURT RECEIVED FOR RECORD
1981 FEB 13 AM 9:29
QUEEN ANNE'S COUNTY

FEB 13-81 * 29766 *****5.00
FEB 13-81 A 29766 *****5.00

Assignment

OF MORTGAGE FROM HOWARD W. N. RUPP T/A HERITAGE HOMES

TO ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION AS RECORDED IN

LIBER MWM NO. 157 FOLIO 324

MAIL TO Face in Equity 6839

FOR VALUE RECEIVED, Annapolis Federal Savings and Loan Association of Annapolis, Maryland, a body corporate, hereby assigns the within Mortgage and the debt secured thereby to Samuel Ivrey, Esq, Assignee, for the purpose of foreclosure this 27th day of January 1981.

AS WITNESS, the name of the said body corporate by the hand of its Vice President, its corporate seal affixed hereto and duly attested.

ATTEST: ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

Angela M. Duffield
Angela M. Duffield
Witness

Benjamin O. Delaney, Jr.
Vice President

IN THE MATTER OF	/	IN THE
MORTGAGED REAL ESTATE	/	CIRCUIT COURT
OF	/	FOR
HOWARD W.N. RUPP, T/A HERITAGE HOMES	/	QUEEN ANNE'S COUNTY
MORTGAGOR	/	EQUITY NO. 6839

/ / / / / / / / / / / /

STATEMENT OF MORTGAGE DEBT

STATEMENT of the Mortgage claim of Annapolis Federal Savings and Loan Association, under a Mortgage from Howard W.N. Rupp, T/A Heritage Homes, Mortgagor, dated November 2, 1979, and recorded among the Land Records of Queen Anne's County in Liber 157, folio 324, said Mortgage being in default.

BALANCE due on principal to February 28, 1981	$ 67,091.11
INTEREST due to March 12, 1981	$ 301.32
TOTAL DUE	$ 67,392.49

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 9th day of February, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Benjamin O. Delaney, Jr., Vice-President of Annapolis Federal Savings and Loan Association, and made oath in due form of law that the aforegoing is a true statement of the amount remaining due on its Mortgage claim described therein, and that it has not received any security or any satisfaction therefor other than the Deed of Mortgage in said statement mentioned.

AS WITNESS my hand and Notarial Seal.

Samuel M. Ivrey, Notary Public

My Commission Expires:

July 1, 1982

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-0285
263-9286
WASHINGTON
261-2171
BALTIMORE
269-3464

RECEIVED
CLERK, CIRCUIT COURT
1981 FEB 13 AM 9 27
QUEEN ANNE'S COUNTY

Military Affidavit under the Soldier's and Sailor's Civil Relief Act of 1940 and Amendment thereto of October 6, 1942.

IN THE MATTER OF THE	/	IN THE
MORTGAGED REAL ESTATE	/	CIRCUIT COURT
OF	/	FOR
HOWARD W.N. RUPP, T/A HERITAGE HOMES	/	QUEEN ANNE'S COUNTY
MORTGAGOR	/	EQUITY NO. 6839

/ /

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that before me, the subscriber, a Notary Public of the said State, in and for the county aforesaid, personally appeared Benjamin O. Delaney, Jr., Vice-President of Annapolis Federal Savings and Loan Association, and made oath in due form of law that he knows the Defendant herein, and that to the best of his knowledge, information and belief:

1. Said Defendant is not in the military service of the United States.

2. Said Defendant is not in the military service of any other 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.

Benjamin O. Delaney, Jr.
Affiant

SWORN AND SUBSCRIBED to before me, this 9th day of February, 1981.

Angela M. Duffield
Notary Public

My commission expires 7.1.82

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
263-9286
WASHINGTON
261-2171
BALTIMORE
269-5464

RECEIVED
CLERK, CIRCUIT COURT
1981 FEB 13 AM 9:27
QUEEN ANNE'S COUNTY

Fidelity and Deposit Company

Equity 6839

HOME OFFICE OF MARYLAND BALTIMORE, MD. 21203

KNOW ALL MEN BY THESE PRESENTS:

That we, Samuel M. Ivrey, Assignee,

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 Seventy-Five Thousand and no/100 ($75,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 11th day of February in the year of our Lord Nineteen Hundred Eighty-One

Whereas, the above bounden Samuel M. Ivrey, Assignee

by virtue of the power contained in a mortgage from Howard W.N. Rupp, T/A Heritage Homes

to Annapolis Federal Savirgs and Loan Association

bearing date the Second day of November 1979 and recorded among the mortgage records of Queen Anne's County in Liber No. 157 Folio 324 and Samuel M. Ivrey, Assignee,

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Samuel M. Ivrey, 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 Samuel M. Ivrey, 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:

Teresa A. Siegert

Samuel M. Ivrey (SEAL)
Samuel M. Ivrey, Assignee

(SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Teresa A. Siegert
As to Surety

By Samuel M. Ivrey
Samuel M. Ivrey
Attorney-in-Fact

J3228(MD)—500, 11-76 201940
Formerly MD3223a
Mortgagee's or Attorney's Bond

Feb. 13-1981

LIBER 3 PAGE 75 LIBER 13 PAGE 651

LIBER 13 PAGE 652

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR. , Vice-President, and C. W. ROBBINS ; Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

SEC. 2. The President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto.

does hereby nominate, constitute and appoint Peter J. Lombardi, William S. Diggs, Sr., Samuel M. Ivrey and Benjamin Michaelson, Jr., all of Annapolis, Maryland, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of TWO HUNDRED THOUSAND DOLLARS ($200,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Peter J. Lombardi, etal, dated July 3, 1974.

The said Assistant Secretary does hereby certify that the aforegoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 3rd day of October, A.D. 19 79

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST: SEAL

C W Robbins — Assistant Secretary

By C M Pecot — Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE } ss:

On this 3rd day of October, A.D. 1979, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

CAROL J. FADER NOTARY PUBLIC BALTIMORE CITY

Carol J. Fader

Notary Public Commission Expires July 1, 1982

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this .....day of....., 19.....

Assistant Secretary

L1428Ctf.—1M, 2-79 207420

IN THE MATTER OF	/	IN THE
MORTGAGED REAL ESTATE	/	CIRCUIT COURT
OF	/	FOR
HOWARD W.N. RUPP, T/A HERITAGE HOMES	/	QUEEN ANNE'S COUNTY
MORTGAGOR	/	EQUITY NO. ~~6840~~ 6839

/ / / / / / / / / / / /

ASSIGNEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Samuel M. Ivrey, Assignee, filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder, respectfully shows:

That the mortgage, being in default, having given bond with surety which was duly approved, and having given 20 days notice of time, place, manner and terms of sale by advertisement in the Queen Anne Record Observer, a newspaper printed and published in Queen Anne's County, Maryland, he did, pursuant to said notice of sale, attend in person at the Court House Door, on Thursday, March 12, 1981, at 2:00 p.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 said mortgage to wit:

Lot No. 4, as shown on a plat entitled "Plat of the Calverton Subdivision" recorded among the Land Records of Queen Anne's County in Liber MWM 151, folio 218, and in Plat Book CWC 4, folio 17.

SAID PROPERTY BEING SOLD TO Annapolis Federal Savings & Loan Ass'n, at and for the sum of $ 68,000.00 being at that price then and there the highest bidder therefor.

THE said purchaser(s) have/has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioneer, and Report of Sale are filed herewith, all of which is respectfully submitted.

AND, as in duty bound, etc.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-0265
263-0266
WASHINGTON
261-2171
BALTIMORE
269-5464

RECEIVED
CLERK, CIRCUIT COURT
1981 MAR 12 PM 3:19
QUEEN ANNE'S COUNTY

Samuel M. Ivrey, Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 12 day of March, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared SAMUEL M. IVREY, ASSIGNEE, and made oath in due form of law that the matters and facts stated in the aforegoing Report of Sale are true as therein set forth and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Rachel G. Barnes Jr
Notary Public

My Commission Expires:

July 1, 1982

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
263-0286
WASHINGTON
261-2171
BALTIMORE
269-5464

AREA CODE 301
263-9285
263-9286

SAMUEL M. IVREY
ATTORNEY AT LAW
GLOUCESTER AND GREEN STREETS
ANNAPOLIS, MD. 21401

WASHINGTON 261-2171
BALTIMORE 269-5464

March 3, 1981

EQUITY # ~~[illegible]~~ - 6839

Mr. Howard W.N. Rupp
T/A Heritage Homes
Route 2, Box 727
Chester, Maryland 21619

re: Lot 4, Plat of the Calverton Subdivision, Queen Anne's County, Liber MWM 151, Folio 218, Annapolis Federal Savings and Loan Association Mortgage Account Number 18-2410

Dear Mr. Rupp:

You are hereby notified that your property covered by the above mentioned account and designated as Lot 4, Plat of the Calverton Subdivision, Queen Anne's County, Maryland, and recorded among the Land Records of Queen Anne's County in Liber MWM 151, folio 218, and duly assigned for the purpose of foreclosure, Default having occurred in said Mortgage, the undersigned will offer for sale at public auction at the Court House Door, Centreville, Maryland on Thursday, March 12, 1981, at 2:00 p.m.

The manner of sale is as follows: This property to be sold "AS IS" without express or implied warranties as to its condition.

The terms of the sale are as follows: A deposit of Five Thousand and no/100 Dollars ($5,000.00), either in cash or by certified check, will be required of the purchasers on the date of sale, balance of the purchase money with interest thereon at the rate of Fourteen and one-half percent (14 1/2%) per annum to be paid in cash upon final ratification of sale. Taxes and other assessments to be adjusted to date of sale. Conveyancing, Transfer Tax, recording fees, notary fees, examination of title and documentary stamps to be at the cost of the purchaser. The property will be sold subject to covenants and restrictions of record, if any, and also subject to Planning and Zoning Regulations.

Compliance with terms of sale shall be made within 10 days after final ratification of sale or deposit will be forfeited and property resold at the risk and cost of the defaulting purchaser.

If I can provide you with any further information or assist you in this matter, please do not hesitate to contact me.

Very truly yours,

Samuel M. Ivrey

RECEIVED
CLERK, CIRCUIT COURT
1981 MAR 12 PM 3 19
QUEEN ANNE'S COUNTY

SMI/lf
CERTIFIED MAIL
RETURN RECEIPT REQUESTED

LIBER 13 PAGE 656

P15 6153319

RECEIPT FOR CERTIFIED MAIL

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

SENT TO
Howard Rupp

STREET AND NO.
Route 2, Box 727

P.O., STATE AND ZIP CODE
Chester, Maryland 21619

POSTAGE		$ .15
CERTIFIED FEE		80¢
CONSULT POSTMASTER FOR FEES — OPTIONAL SERVICES	SPECIAL DELIVERY	¢
	RESTRICTED DELIVERY	¢
	RETURN RECEIPT SERVICE: SHOW TO WHOM AND DATE DELIVERED	45¢
	RETURN RECEIPT SERVICE: SHOW TO WHOM, DATE, AND ADDRESS OF DELIVERY	¢
	RETURN RECEIPT SERVICE: SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	¢
	RETURN RECEIPT SERVICE: SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	¢
TOTAL POSTAGE AND FEES		$
POSTMARK OR DATE		

ANNAPOLIS, MD MAR 3 1981 USPS

PS Form 3800, Apr. 1976

PS Form 3811, Aug. 1978

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
- [x] Show to whom and date delivered, ¢
- [ ] Show to whom, date, and address of delivery, ¢
- [ ] RESTRICTED DELIVERY
  Show to whom and date delivered, ¢
- [ ] RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery. $
  (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Howard W.N. Rupp, T/A Heritage Homes
Route 2, Box 727, Chester, Maryland

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	6153319	

(Always obtain signature of addressee or agent)

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

4. DATE OF DELIVERY 3-5-81

5. ADDRESS (Complete only if requested)

POSTMARK

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆ GPO: 1978-271-302

AREA CODE 301
263-9285
263-9286

SAMUEL M. IVREY
ATTORNEY AT LAW
GLOUCESTER AND GREEN STREETS
ANNAPOLIS, MD. 21401

WASHINGTON 261-2171
BALTIMORE 269-5464

EQUITY # ~~6840~~ 6839

February 9, 1981

Chief, Special Procedures Section
Internal Revenue Service
Baltimore, Maryland

Dear Sirs:

Kindly be advised that properties designated as Lots 4 and 9, plat of the Calverton subdivision, Queen Anne's County, will be sold at foreclosure on Thursday, March 12, 1981, at the Court House Door, Centreville, Maryland. These are two separate mortgage foreclosure accounts. In searching the records, we find a federal lien against Howard W.H. Rupp, T/A Heritage Homes, Mortgagor, and are therefore submitting the following information to your office:

1. The notice of the federal tax lien originated in the Baltimore office.

2. The name of the taxpayer is Howard W.H. Rupp, T/A Heritage Homes.

3. Address: Route 2, Box 727, Chester, Maryland 21619.

4. Lien Serial No. 81-A-347.

5. Date Filed: December 5, 1980.

6. Amount Claimed: $9,035.18 (form 941).

7. The real estate being sold in the first mortgage foreclosure is designated as Lot 4, Plat of the Calverton Subdivision, recorded among the Land Records of Queen Anne's County in Liber MMM 151, folio 218, and in Plat Book CWC 4, folio 17, and which dwelling is improved by a two-story detached house consisting of living room, dining room, kitchen, family room, four bedrooms, two and one-half baths, oil heat, and central air conditioning.

8. The sale to be held as mentioned above on March 12, 1981, at 2:00 p.m. requiring a deposit of $5,000.00 from the purchaser(s), the balance in cash within ten days after final ratification of the sale.

9. The real estate being sold in the second mortgage foreclosure is designated as Lot 9, Plat of the Calverton Subdivision, recorded among the Land Records of Queen Anne's County in Liber MMM 151, folio 218, and in Plat Book CWC 4, folio 17, and which dwelling is improved by a one-story detached rambler consisting of living room, dining room, kitchen, family room, three bedrooms, two baths, one laundry room, oil heat, and central air conditioning.

10. The sale to be held as mentioned above on March 12, 1981, at 2:30 p.m. requiring a deposit of $5,000.00 from the purchaser(s), the balance in cash within ten days after final ratification of the sale.

LIBER 13 PAGE 658

AREA CODE 301
263-9285
263-9286

SAMUEL M. IVREY
ATTORNEY AT LAW
GLOUCESTER AND GREEN STREETS
ANNAPOLIS, MD. 21401

WASHINGTON 261-2171
BALTIMORE 269-5464

February 9, 1981
Page -2-

11. The properties are being sold in accordance with two mortgages to Annapolis Federal Savings and Loan Association of Annapolis, Maryland.

12. As concerns Lot 4, the mortgage has an outstanding balance of $67,392.49.

13. As concerns Lot 9, the mortgage has an outstanding balance of $74,768.95.

Very truly yours,

Samuel M. Ivrey

SMI/ts

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

COPY

No. 774198

RECEIPT FOR CERTIFIED MAIL

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

SENT TO	Chief, Special Procedures	
STREET AND NO.	Internal Revenue Service	
P.O., STATE AND ZIP CODE	Baltimore, MD	
POSTAGE		$ 15
CONSULT POSTMASTER FOR FEES — CERTIFIED FEE		80 ¢
OPTIONAL SERVICES — SPECIAL DELIVERY		¢
RESTRICTED DELIVERY		¢
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		$ 1.40
POSTMARK OR DATE		

ANNAPOLIS, MD FEB 10 1981

PS Form 3800, Apr. 1976

SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
- [X] Show to whom and date delivered.....¢
- [ ] 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:
Chief, Special Procedures Section
Internal Revenue Service
Baltimore, Maryland

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	774198	

(Always obtain signature of addressee or agent)

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

4. DATE OF DELIVERY FEB 12 1981 POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

PS Form 3811, Apr. 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

☆ GPO : 1977—O-234-337

A S S I G N E E ' S S A L E

- OF VALUABLE -

IMPROVED FEE SIMPLE REAL ESTATE
Calvert Jones Road, Chester
Lot 4
Calverton,
Queen Anne's County,
Maryland

Under and by virtue of the power of sale contained in the Mortgage from Howard W.N. Rupp, T/A Heritage Homes, Mortgagor, and dated November 2, 1979, and recorded among the Land Records of Queen Anne's County in Liber 157, folio 324, and duly assigned for the purpose of foreclosure, default having occurred in said Mortgage, the undersigned will offer for sale at public auction at the COURT HOUSE DOOR, Centreville, Maryland, March 12, 1981, at 2:00 p.m., the following described property lying and being in the Fourth District of Queen Anne's County, State of Maryland, and described as follows:

ALL THAT LOT of ground situate in Queen Anne's County, being Lot No. 4, as shown on a plat entitled "Plat of the Calverton Subdivision", recorded among the Land Records of Queen Anne's County in Liber MWM 151, folio 218, and in Plat Book CWC 4, folio 17.

BEING PART of the property conveyed to the within-named Mortgagor, Howard W.N. Rupp from J. Calvert Jones and Helen H. Jones, his wife, by Deed dated November 2, 1979, and recorded among the Land Records of Queen Anne's County prior hereto.

MANNER OF SALE: This property to be sold "AS IS" without express or implied warranties as to its condition.

TERMS OF SALE: A deposit of $5,000.00 Five Thousand and no/100 Dollars, either in cash or by certified check, will be required of the purchasers on the date of sale, balance of the purchase money with interest thereon at the rate of 14½ percent per annum to be paid in cash upon final ratification of sale. Taxes and other assessments to be adjusted to date of sale. Conveyancing, transfer tax, recording fees, notary fees, examination of title and documentary stamps to be at the cost of the purchaser. The property will be sold subject to covenants and restrictions of record, if any.

COPY

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
269-9285
269-9286
WASHINGTON
261-2171
BALTIMORE
269-5434

CLERK OF CIRCUIT COURT
1981 MAR 12 PM 3:19
QUEEN ANNE'S COUNTY

THIS PROPERTY IS IMPROVED by a two-story detached dwelling consisting of living room, dining room, kitchen, family room, four bedrooms, two and one-half baths, oil heat, and central air conditioning.

Compliance with the terms of sale shall be made within 10 days after final ratification of sale or deposit will be forfeited and property resold at the risk and cost of the defaulting purchaser. For further particulars, apply to

SAMUEL M. IVREY, ASSIGNEE
144 Duke of Gloucester Street
Annapolis, Maryland 21401
263-9285
Washington 261-2171
Baltimore 269-5464

COPY

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
269-9286
WASHINGTON
261-2171
BALTIMORE
269-5464

IN THE MATTER OF	/	IN THE
MORTGAGED REAL ESTATE	/	CIRCUIT COURT
OF	/	FOR
HOWARD W.N. RUPP, T/A HERITAGE HOMES	/	QUEEN ANNE'S COUNTYU
MORTGAGOR	/	EQUITY NO. ~~6840~~ 6839

/ / / / / / / / / / / /

AFFIDAVIT OF PURCHASER

I, (WE) DAVID A. LINABURG

being first duly sworn on oath, depose and say that I (WE) bid on the property designated in these proceedings at the public auction held on the 12th day of March, 1981, for and on behalf of ANNAPOLIS FEDERAL SAVINGS & LOAN ASS'N. and that no other person, firm or corporation has any interest in said property and that I (WE) neither directly nor indirectly discouraged any person from bidding thereon.

ANNAPOLIS FEDERAL S.&L. ASS'N.
By: [signature] A.V.P.
Purchaser

Purchaser

SUBSCRIBED AND SWORN to before me this 12th day of March, 1981.

[signature]
Notary Public

My Commission Expires:

July 1, 1982

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9266
263-9266
WASHINGTON
261-2171
BALTIMORE
269-5464

RECEIVED
CLERK, CIRCUIT COURT
1981 MAR 12 PM 3:19
QUEEN ANNE'S COUNTY

LIBER 13 PAGE 662

IN THE MATTER OF	/	IN THE
MORTGAGED REAL ESTATE	/	CIRCUIT COURT
OF	/	FOR
HOWARD W.N. RUPP, T/A HERITAGE HOMES	/	QUEEN ANNE'S COUNTY
MORTGAGOR	/	EQUITY NO. ~~6840~~ 6839

/ / / / / / / / / / / /

AUCTIONEER'S CERTIFICATE

I, the undersigned, certify that on the 12th day of March, 1981, I conducted a public sale as Auctioneer at the front door of the Court House, Centreville, Maryland, at the hour of 2:00 p.m., and sold the property described in the advertisement hereto annexed to ANNAPOLIS FEDERAL S.&L. ASS'N for the sum of $ 68,000.00 (he) (she) (they) (it) being then and there the highest bidder. I hereby certify that the said sale was conducted fairly and impartially.

Auctioneer

I (WE) hereby agree to comply with the terms of sale mentioned in the above advertisement of sale.

ANNAPOLIS FEDERAL S.&L. ASS'N
BY: A.V.P.
Purchaser

Purchaser

RECEIVED
CLERK, CIRCUIT COURT
1981 MAR 12 AM 3:19
QUEEN ANNE'S COUNTY

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
263-9286
WASHINGTON
261-2171
BALTIMORE
269-5404

ORDER NISI ON SALE

IN THE MATTER OF MORTGAGED REAL ESTATE OF HOWARD W. M. RUPP, T/A HERITAGE HOMES, MORTGAGOR	In the Circuit Court for Queen Anne's County In Equity Cause No. ~~6840~~ 6839

ORDERED, this 12th day of March, 19 81, that the sale of the real property, made and reported in this cause by Samuel M. Ivrey, Assignee, be ratified and confirmed, on or after the 13th day of April, 19 81, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 6th day of April, 19 81.

The report states the amount of sales to be $ 68,000.00.

Margaurite H. Mankin Clerk

Filed March 12, 1981

LIBER 13 PAGE 663

LIBER 13 PAGE 664

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:

Mortgage Real Estate of
Howard W. N. Rupp
T/A Heritage Homes

DOCKET NO. # ~~6840~~ 6839

TYPE OF PROCEEDING Mortgage Foreclosure

CLAIM OF THE UNITED STATES
FOR INTERNAL REVENUE TAXES

TAXPAYER'S IDENTIFYING NUMBER:
Social Security No. 52-0804640
Employer Identification No.

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

1. Howard Rupp is justly and truly indebted to the United States in the sum of $10,207.20 with interest thereon as hereinafter stated

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

KIND OF TAX	PERIOD	AMOUNT DUE	DATE TAX LIEN FILED	DATE TAX LIEN Assessed
WT-Fica (Form 941)	7909	300.32	12-05-80	04-21-80
Interest to 04-26-81		95.76		
Penalty		38.48		
WT-Fica (Form 941)	7912	2,257.79	12-05-80	03-31-80
Interest to 04-26-81		284.93		
Penalty		135.92		
WT-Fica (Form 941)	8003	3,129.86	12-05-80	09-15-80
Interest to 04-26-81		221.46		
Penalty		84.25		
WT-Fica (Form 941)	8006	2,224.22	12-05-80	09-15-80
Interest to 04-26-81		160.77		
Penalty		72.41		
WT-Fica (Form 941)	8009	1,128.99	12-05-80	12-08-80
Interest to 04-26-81		50.99		
Penalty		21.05		
	TOTAL	10,207.20		

RECEIVED
CLERK, CIRCUIT COURT
1981 MAR 16 AM 9:08
QUEEN ANNE'S COUNTY

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

SUBSCRIBED AND SWORN TO BEFORE ME THIS

12th day of March, 1981

NOTARY PUBLIC

SIGNATURE

INTERNAL REVENUE SERVICE TITLE

Special Procedures Advisor

ADDRESS

P O Box 1076
Baltimore, MD 21203

FORM 4490 (10-68)

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

EQUITY # ~~6840~~ 6839

Centreville, Md. 3-20 19 81

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 12 day of March 19 81. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 18 day of February 19 81, and the last insertion on the 11 day of March 19 81.

Publishers, Record Observer

Per Margie Freeman

Filed March 26, 1981

Assignee's Sale
Of Valuable Improved Fee Simple Real Estate

Calvert Jones Road, Chester
Lot 4 Calverton,
Queen Anne's County, Maryland

Under and by virtue of the power of sale contained in the Mortgage from Howard W.N. Rupp, T/A Heritage Homes, Mortgagor, and dated November 2, 1979, and recorded among the Land Records of Queen Anne's County in Liber 157, folio 324, and duly assigned for the purpose of foreclosure, default having occurred in said Mortgage, the undersigned will offer for sale at public auction at the COURT HOUSE DOOR, Centreville, Maryland, March 12, 1981, at 2.00 p.m., the following described property, lying and being in the Fourth District of Queen Anne's County, State of Maryland, and described as follows:

ALL THAT LOT of ground situate in Queen Anne's County, being Lot No. 4, as shown on a plat entitled "Plat of the Calverton Subdivision," recorded among the Land Records of Queen Anne's County in Liber MWM 151, folio 218, and in Plat Book CWC 4, folio 17.

BEING PART of the property conveyed to the within-named Mortgagor, Howard W.N. Rupp from Calvert Jones and Helen H. Jones, his wife, by Deed dated November 2, 1979, and recorded among the Land Records of Queen Anne's County prior hereto.

MANNER OF SALE: This property to be sold "AS IS" without express or implied warranties as to its condition.

TERMS OF SALE: A deposit of $5,000.00 Five Thousand and No/100 Dollars, either in cash or by certified check, will be required of the purchasers on the date of sale, balance of the purchase money with interest thereon at the rate of 14½ percent per annum to be paid in cash upon final ratification of sale. Taxes and other assessments to be adjusted to date of sale. Conveyancing, transfer tax, recording fees, notary fees, examination of title and documentary stamps to be at the cost of the purchaser. The property will be sold subject to convenants and restrictions of record, if any.

THIS PROPERTY IS IMPROVED by a two-story detached dwelling consisting of living room, dining room, kitchen, family room, four bedrooms, two and one half baths, oil heat, and central air conditioning.

Compliance with the terms of sale shall be made within 10 days after final ratification of sale or deposit will be forfeited and property resold at the risk and cost of the defaulting purchaser. For further particulars, apply to

SAMUEL M. IVREY, ASSIGNEE
144 Duke of Gloucester Street
Annapolis, Maryland 21401
263-9285
Washington 261-2171
Baltimore 253-5464

RO-2-18-4t-018

LIBER 13 PAGE 666

RECEIVED
CLERK, CIRCUIT COURT
1981 MAY 13 AM 10:00
QUEEN ANNE'S COUNTY

Centreville, Md. 5-8 19 81

We Hereby Certify

That the annexed advertisement of

Order of 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 2nd day of April 19 81. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 18th day of March 19 81, and the last insertion on the 1st day of April 19 81.

Publishers, Record Observer

Per Marjorie Freeman

ORDER NISI
ON SALE
IN THE MATTER OF
MORTGAGED REAL
ESTATE
OF
HOWARD W.M. RUPP,
T-A
HERITAGE HOMES,
MORTGAGOR
In the Circuit Court
for Queen Anne's
County
In Equity
Cause No. 6839

ORDERED, this 12th day of March, 1981, that the sale of the real property, made and reported in this cause by Samuel M. Ivray, Assignee, be ratified and confirmed, on or after the 13th day of April, 1981, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 6th day of April, 1981.

The report states the amount of sales to be $68,000.00.

MARGUERITE W. MANKIN
Clerk

TRUE COPY, TEST:
MARGUERITE W. MANKIN,
CLERK
BY: Betty M. Comegys
DEPUTY CLERK
Filed March 12, 1981
RO-3-18-31-061

IN THE MATTER OF	)	IN THE
	)	
MORTGAGED REAL ESTATE	)	CIRCUIT COURT
	)	
OF	)	FOR
	)	
HOWARD W.N. RUPP, T/A HERITAGE HOMES	)	QUEEN ANNE'S COUNTY
	)	
MORTGAGOR	)	EQUITY NO. 6839

PETITION TO CORRECT DOCKET NUMBER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Assignee, Samuel M. Ivrey, in these proceedings states that all papers that were filed on or after May 14, 1981, inadvertently have placed on their caption Equity No. 6840 instead of 6839.

WHEREFORE the Assignee Petitions this Honorable Court to correct that inadvertent error by redocketing all papers filed on or after May 14, 1981, in this file and transferring them to Equity Case No. 6840 and transferring all documents filed in Equity Case No. 6840 to this file.

CLERK'S OFFICE
1981 JUL 14 AM 9:24
QUEEN ANNE'S COUNTY

Samuel M. Ivrey, Assignee
144 Duke of Gloucester Street
Annapolis, Maryland 21401
263-9285

LIBER 13 PAGE 668

IN THE MATTER OF	)	IN THE
MORTGAGED REAL ESTATE	)	CIRCUIT COURT
OF	)	FOR
HOWARD W.N. RUPP, T/A HERITAGE HOMES	)	QUEEN ANNE'S COUNTY
MORTGAGOR	)	EQUITY NO. 6839

ORDER

UPON CONSIDERATION of Assignees' Petition it is this 16th day of July, 1981

ORDERED that all papers filed in this case on or after, May 14, 1981, be transferred to Equity Case No. 6840 and all papers filed in Equity Case No. 6839 filed on or after March 12, 1981, be transferred to this file and that the Equity Case Number on the caption of each Document shall be redesignated accordingly.

RECEIVED
CLERK'S OFFICE
1981 JUL 16 PM 1:19
QUEEN ANNE'S COUNTY

JUDGE

IN THE MATTER OF	/	IN THE
MORTGAGED REAL ESTATE	/	CIRCUIT COURT
OF	/	FOR
HOWARD W. N. RUPP, T/A HERITAGE HOMES	/	QUEEN ANNE'S COUNTY
MORTGAGOR	/	EQUITY NO. 6839

/ / / / / / /

FINAL ORDER OF RATIFICATION

ORDERED by the Circuit Court for Queen Anne's County and State of Maryland, in Equity, this 21st day of July, 1981, that the sale of real estate mentioned in the aforegoing Report of Sale and made by Samuel M. Ivrey, Assignee, be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although due notice thereof has been given in accordance with the Order Nisi passed in this cause, and same shall be referred to the Auditor for accounting.

JUDGE

CLERK

1981 JUL 22 AM 9:27

QUEEN ANNE'S COUNTY

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
263-9286
WASHINGTON
261-2171
BALTIMORE
269-2464

LIBER 12 PAGE 670

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
K. THOMAS EVERNGAM
ASSOCIATE JUDGE
DENTON, MD. 21629
CLAYTON C. CARTER
ASSOCIATE JUDGE
CENTREVILLE, MD. 21617
WILLIAM B. EVANS
ASSOCIATE JUDGE
ELKTON, MD. 21921

CAROLINE COUNTY
CECIL COUNTY
KENT COUNTY
QUEEN ANNE'S COUNTY
TALBOT COUNTY

September 24, 1981

Samuel M. Ivrey, Esquire
Gloucester and Green Streets
Annapolis, Maryland 21401

Re: Howard W. N. Rupp, T/A Heritage Homes
Equity No. 6839

Dear Mr. Ivrey:

Enclosed is a copy of the requirements for an audit.

Please send me the items designated in Paragraphs 3, 4 and 5. I should be able to proceed with the audit promptly after that.

Very truly yours,

John W. Sause, Jr.
Auditor

JWSJR/vc
Encl.

RECEIVED
CLERK, CIRCUIT COURT
1981 SEP 25 PM 2:35
QUEEN ANNE'S COUNTY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

IN THE MATTER OF
REAL ESTATE OF
HOWARD W. N. RUPP — CHANCERY NO. 6839

Trading as Heritage Homes

Mortgagor

: : : : :

ACCOUNT OF AUDITOR
AND PROPOSED DISTRIBUTION

PROCEEDS OF FORECLOSURE SALE			
Sale Price		$ 68,000.00	
Interest on $ 63,000.00 @ 14.50% from 3/12 to 8/31 172 days @ $ 25.38 per day		4,365.36	
Adjustments to Sale Price Real Property taxes		27.15	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			$ 72,392.51
COMMISSIONS, payable to Attorney		$ 3,550.00	
ATTORNEY FEE, per Mortgage		100.00	
EXPENSES OF SALE			
Court costs	$ 162.00		
Advertising			
Notice of Sale	160.00		
Report of Sale	41.25		
Bond premium	131.00		
Auctioneer's fee	100.00		
Certified mail	2.93		
Title Report	25.00	622.18	
AUDITOR'S FEE AND COSTS			
Fee for audit & report	45.00		
Mailing notices	0.96	45.96	4,318.14-
AVAILABLE FOR DISTRIBUTION			$ 68,074.37
AMOUNT OWED under Mortgage			
Principal, per Statement of Debt		$ 67,091.11	
Interest @ 14.5 % ($ 27.02 per day)			
2/28 to 3/12 (12 days)		301.32	
3/12 to 5/11 (60 days)		1,621.20	
TOTAL AMOUNT DUE LENDER			69,013.63-
AVAILABLE FOR DISTRIBUTION TO LENDER			68,074.37
D E F I C I T			($ 939.26)

RECEIVED
CLERK CIRCUIT COURT
1991 OCT 29 PM 2:20
QUEEN ANNE'S COUNTY

NOTICE

The annexed Account was filed on the 29th day of October, 1981. Exceptions to the Account must be filed within fifteen (15) days of that date. If no exceptions are filed within that fifteen (15) day period, the Account may thereupon be ratified.

CERTIFICATE OF AUDITOR

I hereby certify that I have examined the suggeested account, together with the receipts, vouchers, statements, suggested distribution and affidavit submitted by the fiduciary in the above-entitled cause. On the basis of the facts which appear in the proceedings and proofs submitted to me, it is my opinion that the claims set forth in the attached Auditor's Account have been established and are properly allowable by law in the amounts there set forth. I further certify that on the 29th day of October, 1981, copies of the Auditor's Account and the above Notice, conforming to the requirements of Maryland Rule 595 g and Second Circuit Rule 12 d, were mailed to the following persons:

Samuel M. Ivrey, Esquire
Gloucster and Green Streets
Annapolis, Maryland 21401

Howard W. N. Rupp
Route 2 Box 727
Chester, Maryland 21619

Internal Revenue Service
Special Procedures Section
Post Office Box 1076
Baltimore, Maryland 21203

John W. Sause, Jr.
Auditor

IN THE MATTER OF MORTGAGED REAL	*	IN THE CIRCUIT COURT
ESTATE OF HOWARD W. N. RUPP,	*	FOR QUEEN ANNE'S COUNTY
XXXXX	*	IN EQUITY
T/A HERITAGE HOMES	*	No. 6839
MORTGAGOR	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 29th day of October, 19 81, that the report and account filed in these proceedings by John W. Sause, Jr., Auditor, be ratified on or after the 16th day of November, 19 81, 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 October 29, 1981

LIBER 13 PAGE 674

IN THE MATTER OF MORTGAGED REAL	*	IN THE CIRCUIT COURT
ESTATE OF HOWARD W. N. RUPP, T/A	*	FOR QUEEN ANNE'S COUNTY
XXXX	*	IN EQUITY
HERITAGE HOMES MORTGAGOR	*	No. 6839
	*	
	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 16th day of November, 19 81, by the Court that the account of the Auditor is finally ratified and confirmed, and Samuel M. Ivrey, Assignee, is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Marguerite H. Martin Clerk

Filed November 16, 1981

IN THE MATTER OF	/	IN THE
MORTGAGED REAL ESTATE	/	CIRCUIT COURT
OF	/	FOR
HOWARD W.M. RUPP, T/A HERITAGE HOMES	/	QUEEN ANNE'S COUNTY
MORTGAGOR	/	EQUITY NO. 6840

/ /

CLERK OF THE COURT:

FEB 13-81 29737

FEB 13-81 A 29737

Please docket this case, file the original mortgage, Statement of Mortgage Debt, Military Affidavit and Bond.

Samuel M. Ivrey, Assignee

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
263-9286
WASHINGTON
261-2171
BALTIMORE
269-5484

RECEIVED
CLERK, CIRCUIT COURT
1981 FEB 13 AM 9 35
QUEEN ANNE'S COUNTY

DOCUMENT NO. 100,326 LIBER 13 PAGE 676 LIBER 157 PAGE 328 #18-2409

Form No. 1 – Individual

Purchase Money as to $17,500.00

This Mortgage, made this 2nd day of November, in the year one thousand nine hundred and seventy-nine, between HOWARD W.N. RUPP, T/A HERITAGE HOMES of Queen Anne's County, in the State of Maryland, Mortgagor (s), and Annapolis Federal Savings and Loan Association a body corporate, duly incorporated, Mortgagee.

Whereas the said Annapolis Federal Savings and Loan Association, has this day loaned to HOWARD W.N. RUPP, T/A HERITAGE HOMES the sum of SEVENTY-SIX THOUSAND AND NO/100 ($76,000.00)---------- dollars, ~~being the balance of the purchase money for the Property hereinafter described~~ which said sum the said Mortgagor(s) agree(s) to repay in monthly installments with interest thereon from the date hereof, at the rate of 14½% per annum, in the manner following: A 12 Month Construction period, terminating November 30, 1980.

By the payment of INTEREST ONLY ON DRAWS TAKEN---------- ~~dollars plus one-twelfth of the annual ground rent, insurance premiums and other public charges and assessments~~ on or before the last day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments will be applied by the mortgagee in the following order:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, assessments or public charges of every nature and description, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

FOURTH: That this loan may be prepaid, in whole or in part, ~~in an amount not less than one monthly installment of principal, provided that two months advance interest may be charged on that part of the aggregate amount of all prepayments made in any twelve month period which exceeds thirty-three and one-third percent (33⅓%) of the original principal amount of the loan as consideration for the acceptance of such prepayment, provided that no such charge may be imposed after the expiration of three (3) years from the date hereof~~ at any time without penalty for prepayment.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said HOWARD W.N. RUPP, T/A HERITAGE HOMES does grant, convey and assign unto said Annapolis Federal Savings and Loan Association, its successors and assigns, all that lot, piece, or parcel of ground situate, lying and being in the Fourth district of Queen Anne's County, State of Maryland, and described as follows:

ALL THAT LOT OF GROUND situate in Queen Anne's County, being Lot No. 9, as shown on a plat entitled "Plat of the Calverton Subdivision", recorded among the Land Records of Queen Anne's County in Liber MWM 151, folio 218, and in Plat Book CWC 4, folio 17.

BEING PART of the property conveyed to the within-named Mortgagor, Howard W.N. Rupp from J. Calvert Jones and Helen H. Jones, his wife, by Deed of even date herewith and recorded or intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto.

NOV 13-79 X 25399 ****202 05
NOV 13-79 A 25399 ****197 05
NOV 13-79 A 25398 *****15 00

RECEIVED
CLERK, CIRCUIT COURT
1979 NOV 13 PM 2:56
QUEEN ANNE'S COUNTY

The mortgagor agrees to pay a late charge not to exceed the greater of Two ($2.00) Dollars or five per cent (5%) of the total amount of any delinquent or late periodic installment of interest and principal which is received at the office of the mortgagee more than fifteen (15) calendar days after the due date thereof to cover the extra expense involved in handling delinquent payments.

This mortgage is made under and subject to the provisions of Article 66 of the Public General Laws of Maryland, and any supplement amendment, or addition thereto.

It is hereby agreed that this Mortgage shall also secure future advances as provided by Chapter 178 of the Laws of Maryland passed at the January Session of the General Assembly in the year 1955 or any supplement, amendment, or addition thereto.

Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining.

To have and to hold the said lot(s) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, forever.

If, however, the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

LIBER 157 PAGE 329 LIBER 13 PAGE 677

And the said mortgagor(s) HOWARD W.N. RUPP, T/A HERITAGE HOMES for himself, his heirs, personal representatives or assigns, covenant(s) with the said Annapolis Federal Savings and Loan Association, as follows:

I. To repay the indebtedness, together with interest, as herein provided.

II. To keep the buildings on the premises insured against loss by fire and other hazards for the benefit of the mortgagee in some company acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee.

III. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time. Should the security for the loan be placed in jeopardy due to lack of maintenance or repair, the mortgagee may enter upon the premises, make needed improvements, add the reasonable cost thereof to the principal balance of the loan, and said sum shall be subject to the same rate of repayment as the remainder of the loan.

IV. To pay all 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 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 14½ % per annum from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

V. 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.

VI. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

And it is agreed that until default is made, the said mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of the mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by its duly authorized Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similar property by virtue of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than one hundred dollars:

Second, to the extinguishment of all claims of the mortgagee, its successors or assigns; and

Third, the balance, if any, to the said mortgagor(s), his, her or their heirs, personal representatives or assigns.

AND the said Mortgagor(s), for himself, his heirs, personal representatives and assigns do(es) 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 Mortgagor(s) for himself, his 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.

WITNESS the Hand(s) and Seal(s) of the said Mortgagor(s).

WITNESS:

Carole M. Turner

Carole M. Turner

Howard W.N. Rupp (SEAL)
Howard W.N. Rupp

(SEAL)

(SEAL)

(SEAL)

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 2nd day of November in the year one thousand nine hundred and seventy-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared HOWARD W.N. RUPP, T/A HERITAGE HOMES, the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act. At the same time also appeared CHARLES L. RICHARDS, President of Annapolis Federal Savings and Loan Association, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Carole M. Turner

Carole M. Turner Notary Public.

My commission expires on 7/1/82

LIBER 13 PAGE 679

rton,
land

DOCUMENT NO. 104,820

LIBER 13 PAGE 680

Recorded in Num #172, folio 477

No. RECEIVED
Re. CLERK, CIRCUIT COURT RECEIVED FOR RECORD

1981 FEB 13 AM 9:36
QUEEN ANNE'S COUNTY

Assignment

FEB 13-81 * 29768 ******5.00
FEB 13-81 A 29768 ******5.00

OF MORTGAGE FROM HOWARD W. N. RUPP T/A HERITAGE HOMES

TO ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION AS RECORDED IN

LIBER MWM NO. 157 FOLIO 328

MAIL TO Place in Equity 6840

FOR VALUE RECEIVED, Annapolis Federal Savings and Loan Association of Annapolis, Maryland, a body corporate, hereby assigns the within Mortgage and the debt secured thereby to Samuel Ivrey, Esq., Assignee, for the purpose of foreclosure this 27th day of January 1981.

AS WITNESS, the name of the said body corporate by the hand of its Vice President, its corporate seal affixed hereto and duly attested.

ATTEST: ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION.

Angela M. Duffield
Angela M. Duffield
Witness

Benjamin O. Delaney, Jr.,
Vice President

IN THE MATTER OF	/	IN THE
MORTGAGED REAL ESTATE	/	CIRCUIT COURT
OF	/	FOR
HOWARD W.N. RUPP, T/A HERITAGE HOMES	/	QUEEN ANNE'S COUNTY
MORTGAGOR	/	EQUITY NO. 6840

/ /

STATEMENT OF MORTGAGE DEBT

STATEMENT of the Mortgage claim of Annapolis Federal Savings and Loan Association, under a Mortgage from Howard W.N. Rupp, T/A Heritage Homes, Mortgagor, dated November 2, 1979, and recorded among the Land Records of Queen Anne's County in Liber 157, folio 328, said Mortgage being in default.

BALANCE due on principal to February 28, 1981	$ 74,435.11
INTEREST due to March 12, 1981	333.84
TOTAL DUE	$ 74,768.95

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 9th day of February, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Benjamin O. Delaney, Jr., Vice-President of Annapolis Federal Savings and Loan Association, and made oath in due form of law that the aforegoing is a true statement of the amount remaining due on its Mortgage claim described therein, and that it has not received any security or any satisfaction therefor other than the Deed of Mortgage in said statement mentioned.

AS WITNESS my hand and Notarial Seal.

Samuel M. Ivrey, Notary Public

My Commission Expires:

July 1, 1982

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9205
263-9206
WASHINGTON
261-2171
BALTIMORE
269-5464

RECEIVED
CLERK, CIRCUIT COURT
1981 FEB 13 AM 9 35
QUEEN ANNE'S COUNTY

LIBER 13 PAGE 682

Military Affidavit under the Soldier's and Sailor's Civil Relief Act of 1940 and Amendment thereto of October 6, 1942:

IN THE MATTER OF THE	/	IN THE
MORTGAGED REAL ESTATE	/	CIRCUIT COURT
OF	/	FOR
HOWARD W.N. RUPP, T/A HERITAGE HOMES	/	QUEEN ANNE'S COUNTY
MORTGAGOR	/	EQUITY NO. 6840

/ / / / / / / / / / / /

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that before me, the subscriber, a Notary Public of the said State, in and for the County aforesaid, personally appeared Benjamin O. Delaney, Jr , Vice-President of Annapolis Federal Savings and Loan Association, and made oath in due form of law that he knows the Defendant herein, and that to the best of his knowledge, information, and belief:

1. Said Defendant is not in the military service of the United States.

2. Said Defendant is not in the military service of any other 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.

Benjamin O. Delaney, Jr.
Affiant

SWORN AND SUBSCRIBED to before me,

this 9th day of February, 1981.

Angela M. Duffield
Notary Public

My commission expires 7.1.82

ANGELA M. DUFFIELD NOTARY PUBLIC ANNE ARUNDEL COUNTY, MARYLAND

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
263-9286
WASHINGTON
261-2171
BALTIMORE
269-5464

RECEIVED
CLERK, CIRCUIT COURT
1981 FEB 13 AM 9:35
QUEEN ANNE'S COUNTY

LIBER 3 PAGE 76

Fidelity and Deposit Company

Equity #6840

HOME OFFICE OF MARYLAND BALTIMORE, MD. 21203

KNOW ALL MEN BY THESE PRESENTS:

That we, Samuel M. Ivrey, Assignee,

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 Eighty Thousand and no/100 ($80,000.00)

Dollars,

to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 11th day of February in the year of our Lord Nineteen Hundred Eighty-One

Whereas, the above bounden Samuel M. Ivrey, Assignee

by virtue of the power contained in a mortgage from Howard W.N. Rupp, T/A Heritage Homes

to Annapolis Federal Savings and Loan Association

bearing date the Second day of November 1979 and recorded among the mortgage records of Queen Anne's County

in Liber No. 157 Folio 328 and Samuel M. Ivrey, Assignee

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Samuel M. Ivrey, 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 Samuel M. Ivrey, 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:

Teresa A. Siegert

Samuel M. Ivrey (SEAL)

Samuel M. Ivrey, Assignee

(SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Teresa A. Siegert *As to Surety*

By Samuel M. Ivrey *Attorney-in-Fact*

Samuel M. Ivrey

J3228(MD)—500, 11-76 201940
Formerly MD3228a
Mortgagee's or Attorney's Bond

SURETY APPROVED AND FILED FOR ... Feb. 13, 1981

LIBER 13 PAGE 683

LIBER 13 PAGE 684

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR. , Vice-President, and C. W. ROBBINS , Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

SEC. 2. The President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto.

does hereby nominate, constitute and appoint Peter J. Lombardi, William S. Diggs, Sr., Samuel M. Ivrey and Benjamin Michaelson, Jr., all of Annapolis, Maryland, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of TWO HUNDRED THOUSAND DOLLARS ($200,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Peter J. Lombardi, etal, dated July 3, 1974.

The said Assistant Secretary does hereby certify that the aforegoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 3rd day of October, A.D. 19 79

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST: FIDELITY AND DEPOSIT COMPANY OF MARYLAND SEAL

C W Robbins
Assistant Secretary

By C M Pecot
Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE } ss:

On this 3rd day of October, A.D. 19 79, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

CAROL J. FADER NOTARY PUBLIC BALTIMORE CITY, MD.

Carol J. Fader
Notary Public Commission Expires July 1, 1982

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this .....day of....., 19.....

W J Beatty
Assistant Secretary

L1428Ctf.—1M. 2-79 207420

IN THE MATTER OF	/	IN THE
MORTGAGED REAL ESTATE	/	CIRCUIT COURT
OF	/	FOR
HOWARD W.N. RUPP, T/A HERITAGE HOMES	/	QUEEN ANNE'S COUNTY
MORTGAGOR	/	EQUITY NO. ~~6839~~ ~~6840~~ 6840

/ / / / / / / / / / /

ASSIGNEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Samuel M. Ivrey, Assignee, filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder, respectfully shows:

That the mortgage, being in default, having given bond with surety which was duly approved, and having given 20 days notice of time, place, manner and terms of sale by advertisement in the Queen Anne Record Observer, a newspaper printed and published in Queen Anne's County, Maryland, he did, pursuant to said notice of sale, attend in person at the Court House Door, on Thursday, March 12, 1981, at 2:30 p.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 said mortgage to wit:

Lot No. 9, as shown on a plat entitled "Plat of the Calverton Subdivision" recorded among the Land Records of Queen Anne's County in Liber MWM 151, folio 218, and in Plat Book CWC 4, folio 17.

SAID PROPERTY BEING SOLD TO ANNAPOLIS FEDERAL SAVINGS & LOAN ASS'N., at and for the sum of $ 70,000.00 being at that price then and there the highest bidder therefor.

THE said purchaser(s) have/has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioneer, and Report of Sale are filed herewith, all of which is respectfully submitted.

AND, as in duty bound, etc.

Samuel M. Ivrey, Assignee

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
263-6200
WASHINGTON
261-2171
BALTIMORE
269-5464

RECEIVED
CLERK, CIRCUIT COURT
1981 MAR 12 PM 3 21
QUEEN ANNE'S COUNTY

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 12 day of March, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared SAMUEL M. IVREY, ASSIGNEE, and made oath in due form of law that the matters and facts stated in the aforegoing Report of Sale are true as therein set forth and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Vaclell G. Downes Jr.
Notary Public

My Commission Expires:

July 1, 1982

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9208
263-9286
WASHINGTON
261-2171
BALTIMORE
269-5464

AREA CODE 301
263-9285
263-9286

SAMUEL M. IVREY
ATTORNEY AT LAW
GLOUCESTER AND GREEN STREETS
ANNAPOLIS, MD. 21401

WASHINGTON 261-2171
BALTIMORE 269-5464

RECEIVED
CLERK'S OFFICE
1981 MAR 12 PM 3:21
QUEEN ANNE'S COUNTY

EQUITY # ~~6039~~ 6840

February 9, 1981

Chief, Special Procedures Section
Internal Revenue Service
Baltimore, Maryland

Dear Sirs:

Kindly be advised that properties designated as lots 4 and 9, plat of the Calverton subdivision, Queen Anne's County, will be sold at foreclosure on Thursday, March 12, 1981, at the Court House Door, Centreville, Maryland. These are two separate mortgage foreclosure accounts. In searching the records, we find a federal lien against Howard W.N. Rupp, T/A Heritage Homes, Mortgagor, and are therefore submitting the following information to your office:

1. The notice of the federal tax lien originated in the Baltimore office.

2. The name of the taxpayer is Howard W.N. Rupp, T/A Heritage Homes.

3. Address: Route 2, Box 727, Chester, Maryland 21619.

4. Lien Serial No. 81-A-347.

5. Date Filed: December 5, 1980.

6. Amount Claimed: $9,035.18 (form 941).

7. The real estate being sold in the first mortgage foreclosure is designated as Lot 4, Plat of the Calverton Subdivision, recorded among the Land Records of Queen Anne's County in Liber MMM 151, folio 218, and in Plat Book CWC 4, folio 17, and which dwelling is improved by a two-story detached house consisting of living room, dining room, kitchen, family room, four bedrooms, two and one-half baths, oil heat, and central air conditioning.

8. The sale to be held as mentioned above on March 12, 1981, at 2:00 p.m. requiring a deposit of $5,000.00 from the purchaser(s), the balance in cash within ten days after final ratification of the sale.

9. The real estate being sold in the second mortgage foreclosure is designated as Lot 9, Plat of the Calverton Subdivision, recorded among the Land Records of Queen Anne's County in Liber MMM 151, folio 218, and in Plat Book CWC 4, folio 17, and which dwelling is improved by a one-story detached rambler consisting of living room, dining room, kitchen, family room, three bedrooms, two baths, one laundry room, oil heat, and central air conditioning.

10. The sale to be held as mentioned above on March 12, 1981, at 2:30 p.m. requiring a deposit of $5,000.00 from the purchaser(s), the balance in cash within ten days after final ratification of the sale.

LIBER 13 PAGE 688

AREA CODE 301
263-9285
263-9286

SAMUEL M. IVREY
ATTORNEY AT LAW
GLOUCESTER AND GREEN STREETS
ANNAPOLIS, MD. 21401

WASHINGTON 261-2171
BALTIMORE 269-5464

February 9, 1981
Page -2-

11. The properties are being sold in accordance with two mortgages to Annapolis Federal Savings and Loan Association of Annapolis, Maryland.

12. As concerns Lot 4, the mortgage has an outstanding balance of $67,392.49.

13. As concerns Lot 9, the mortgage has an outstanding balance of $74,768.95.

Very truly yours,

Samuel M. Ivrey

SMI/ts

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

No. 774198

RECEIPT FOR CERTIFIED MAIL

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

SENT TO: Chief, Special Procedures
STREET AND NO.: Internal Revenue Service
P.O., STATE AND ZIP CODE: Baltimore, MD

POSTAGE		$15
CONSULT POSTMASTER FOR FEES — OPTIONAL SERVICES	CERTIFIED FEE	80¢
	SPECIAL DELIVERY	¢
	RESTRICTED DELIVERY	¢
RETURN RECEIPT SERVICE	SHOW TO WHOM AND DATE DELIVERED	45¢
	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: ANNAPOLIS, MD FEB 10 1981

PS Form 3800, Apr. 1976

SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
- [X] Show to whom and date delivered.....¢
- [ ] 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:
Chief, Special Procedures Section
Internal Revenue Service
Baltimore, Maryland

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	774198	

(Always obtain signature of addressee or agent)

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

4. DATE OF DELIVERY: FEB 12 1981 — POSTMARK: BALTIMORE, MD REGISTRY SECTION FEB 1981

5. ADDRESS (Complete only if requested)

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

Form 3811, Apr. 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

☆ GPO : 1977—O-234-337

AREA CODE 301
263-9285
263-9286

SAMUEL M. IVREY
ATTORNEY AT LAW
GLOUCESTER AND GREEN STREETS
ANNAPOLIS, MD. 21401

WASHINGTON 261-2171
BALTIMORE 269-5464

EQUITY No. 6839

March 3, 1981

Mr. Howard W.N. Rupp
T/A Heritage Homes
Route 2, Box 727
Chester, Maryland 21619

re: Lot 9, Plat of Calverton Subdivision, Queen Anne's County, Liber MWM 151, Folio 218, Annapolis Federal Savings and Loan Association Mortgage Account Number 18-2409

Dear Mr. Rupp:

You are hereby notified that your property covered by the above mentioned account and designated as Lot 9, Plat of the Calverton Subdivision, Queen Anne's County, Maryland, and recorded among the Land Records of Queen Anne's County in Liber MWM 151, folio 218, and duly assigned for the purpose of foreclosure, Default having occurred in said Mortgage, the undersigned will offer for sale at public auction at the Court House Door, Centreville, Maryland, on Thursday, March 12, 1981, at 2:30 p.m.

The manner of sale is as follows: This property to be sold "AS IS" without express or implied warranties as to its condition.

The terms of the sale are as follows: A deposit of Five Thousand and no/100 Dollars ($5,000.00), either in cash or by certified check, will be required of the purchasers on the date of sale, balance of the purchase money with interest thereon at the rate of Fourteen and one-half percent (14 1/2%) per annum to be paid in cash upon final ratification of sale. Taxes and other assessments to be adjusted to date of sale. Conveyancing, Transfer Tax, recording fees, notary fees, examination of title and documentary stamps to be at the cost of the purchaser. The property will be sold subject to covenants and restrictions of record, if any, and also subject to Planning and Zoning Regulations.

Compliance with terms of sale shall be made within 10 days after final ratification of sale or deposit will be forfeited and property resold at the risk and cost of the defaulting purchaser.

If I can provide you with any further information or assist you in this matter, please do not hesitate to contact me.

Very truly yours,

Samuel M. Ivrey

RECEIVED
CLERK, CIRCUIT COURT
1981 MAR 12 PM 3 21
QUEEN ANNE'S COUNTY

SMI/lf
CERTIFIED MAIL
RETURN RECEIPT REQUESTED

LIBER 13 PAGE 690

PS Form 3811, Aug. 1978

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
- [x] Show to whom and date delivered. ____¢
- [ ] Show to whom, date, and address of delivery. ____¢
- [ ] RESTRICTED DELIVERY
  Show to whom and date delivered. ____¢
- [ ] RESTRICTED DELIVERY. 75
  Show to whom, date, and address of delivery. $____
  (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Howard W.N. Rupp, T/A Heritage Homes
Route 2, Box 727, Chester, Maryland

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	6153320	

(Always obtain signature of addressee or agent)
I have received the article described above.
SIGNATURE [ ] Addressee [ ] Authorized agent

4. DATE OF DELIVERY 3-4-81

POSTMARK MAR 4 1981

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆ GPO: 1978-272-382

PS Form 3800, Apr. 1976

P15 6153320

RECEIPT FOR CERTIFIED MAIL

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

SENT TO Howard W.N. Rupp

STREET AND NO. Route 2, Box 727

P.O., STATE AND ZIP CODE Chester, Maryland 21619

POSTAGE		$ .15
CONSULT POSTMASTER FOR FEES	CERTIFIED FEE	.80 ¢
OPTIONAL SERVICES	SPECIAL DELIVERY	¢
	RESTRICTED DELIVERY	¢
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		$

POSTMARK OR DATE

ANNAPOLIS, MD MAR 3 1981 USPS

IN THE MATTER OF	/	IN THE
MORTGAGED REAL ESTATE	/	CIRCUIT COURT
OF	/	FOR
HOWARD W.N. RUPP, T/A HERITAGE HOMES	/	QUEEN ANNE'S COUNTY
MORTGAGOR	/	EQUITY NO. ~~6839~~ 6840

/ / / / / / / / / / / /

AFFIDAVIT OF PURCHASER

I, (WE) DAVID A. LINABURG,

being first duly sworn on oath, depose and say that I (WE) bid on the property designated in these proceedings at the public auction held on the 12th day of March, 1981, for and on behalf of ANNAPOLIS FEDERAL SAVINGS & LOAN ASS'N. and that no other person, firm or corporation has any interest in said property and that I (WE) neither directly nor indirectly discouraged any person from bidding thereon.

ANNAPOLIS FEDERAL S. & L. ASS'N.
A.V.P.
Purchaser

Purchaser

SUBSCRIBED AND SWORN to before me this 12th day of March, 1981.

Notary Public

My Commission Expires:

July 1, 1982

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9268
263-9286
WASHINGTON
261-2171
BALTIMORE
263-8464

RECEIVED
CLERK, CIRCUIT COURT
1981 MAR 12 PM 3:21
QUEEN ANNE'S COUNTY

LIBER 13 PAGE 692

IN THE MATTER OF	/	IN THE
MORTGAGED REAL ESTATE	/	CIRCUIT COURT
OF	/	FOR
HOWARD W.N. RUPP, T/A HERITAGE HOMES	/	QUEEN ANNE'S COUNTY
MORTGAGOR	/	EQUITY NO. ~~6839~~ 6840

/ / / / / / / / / / / /

AUCTIONEER'S CERTIFICATE

I, the undersigned, certify that on the 12th day of March, 1981, I conducted a public sale as Auctioneer at the front door of the Court House, Centreville, Maryland, at the hour of 2:30 p.m., and sold the property described in the advertisement hereto annexed to ANNAPOLIS FEDERAL S.&L. ASS'N for the sum of $ 70,000.00 (he) (she) (they) (it) being then and there the highest bidder. I hereby certify that the said sale was conducted fairly and impartially.

Auctioneer

I (WE) hereby agree to comply with the terms of sale mentioned in the above advertisement of sale.

ANNAPOLIS FEDERAL S.&L. ASS'N
By: A.V.P.
Purchaser

Purchaser

RECEIVED
CLERK, CIRCUIT COURT
1981 MAR 12 PM 3 21
QUEEN ANNE'S COUNTY

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
263-9286
WASHINGTON
261-2171
BALTIMORE
269-3464

ORDER NISI ON SALE

IN THE MATTER OF MORTGAGED REAL ESTATE OF HOWARD W. N. RUPP, T/A HERITAGE HOMES, MORTGAGOR	In the Circuit Court for Queen Anne's County In Equity Cause No. ~~6839~~ 6840

ORDERED, this 12th day of March, 19 81, that the sale of the real property, made and reported in this cause by Samuel M. Ivrey, Assignee, be ratified and confirmed, on or after the 13th day of April, 19 81, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 6th day of April, 19 81.

The report states the amount of sales to be $ 70,000.00.

Marguerite H. Mankin Clerk

Filed March 12, 1981

LIBER 13 PAGE 693

LIBER 13 PAGE 694

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:

DOCKET NO. ~~#6839~~ 6840

Mortgage Real Estate of
Howard W. N. Rupp
T/A Heritage Homes

TYPE OF PROCEEDING Mortgage Foreclosure

CLAIM OF THE UNITED STATES
FOR INTERNAL REVENUE TAXES

TAXPAYER'S IDENTIFYING NUMBER:
Social Security No. 52-0804640
Employer Identification No.

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

1. Howard Rupp is justly and truly indebted to the United States in the sum of $10,207.20 with interest thereon as hereinafter stated

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

KIND OF TAX	PERIOD	AMOUNT DUE	DATE TAX LIEN FILED	DATE TAX LIEN Assessed
WT-Fica (form 941)	7909	300.32	12-05-80	04-21-80
Interest to 04-26-81		95.76		
Penalty		38.48		
WT-Fica (Form 941)	7912	2,257.79	12-05-80	03-31-80
Interest to 04-26-81		284.93		
Penalty		135.92		
WT-Fica (Form 941)	8003	3,129.86	12-05-80	09-15-80
Interest to 04-26-81		221.46		
Penalty		84.25		
WT-Fica (Form 941)	8006	2,224.22	12-05-80	09-15-80
Interest to 04-26-81		160.77		
Penalty		72.41		
WT-Fica (Form 941)	8009	1,128.99	12-05-80	12-08-80
Interest to 04-26-81		50.99		
Penalty		21.05		
	TOTAL	10,207.20		

RECEIVED
CLERK, CIRCUIT COURT
1981 MAR 16 AM 9:08
QUEEN ANNE'S COUNTY

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

SUBSCRIBED AND SWORN TO BEFORE ME THIS

12th day of March, 1981

NOTARY PUBLIC

SIGNATURE

INTERNAL REVENUE SERVICE TITLE
Special Procedures Advisor

ADDRESS
P O Box 1076
Baltimore, MD 21203

FORM 4490 (10-68)

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

Equity #~~6839~~ 6840

Centreville, Md. 3-20 19 81

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 12 day of March 19 81 And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 18 day of February 19 81, and the last insertion on the 11 day of March 19 81.

Publishers, Record Observer

Per Margie Truman

Filed March 26, 1981

Assignee's Sale Of Valuable Improved Fee Simple Real Estate

Calvert Jones Road, Chester
Lot 9 Calverton,
Queen Anne's County, Maryland

Under and by virtue of the power of sale contained in the Mortgage from Howard W.N. Rupp, T/A Heritage Homes, Mortgagor, and dated November 2, 1979, and recorded among the Land Records of Queen Anne's County in Liber 157, folio 328, and duly assigned for the purpose of foreclosure, default having occurred in said Mortgage, the undersigned will offer for sale at public auction at the COURT HOUSE DOOR, Centreville, Maryland, March 12, 1981, at 2:30 p.m., the following described property, lying and being in the Fourth District of Queen Anne's County, State of Maryland, and described as follows:

ALL THAT LOT of ground situate in Queen Anne's County, being Lot No. 9, as shown on a plat entitled "Plat of the Calverton Subdivision," recorded among the Land Records of Queen Anne's County in Liber MWM 151, folio 218, and in Plat Book CWC 4, folio 17.

BEING PART of the property conveyed to the within-named Mortgagor, Howard W.N. Rupp from Calvert Jones and Helen H. Jones his wife, by Deed dated November 2, 1979, and recorded among the Land Records of Queen Anne's County prior hereto

MANNER OF SALE: This property to be sold "AS IS" without express or implied warranties as to its condition.

TERMS OF SALE: A deposit of $5,000.00 Five Thousand and No/100 Dollars, either in cash or by certified check, will be required of the purchasers on the date of sale, balance of the purchase money with interest thereon at the rate of 14½ percent per annum to be paid in cash upon final ratification of sale. Taxes and other assessments to be adjusted to date of sale. Conveyancing, transfer tax, recording fees, notary fees, examination of title and documentary stamps to be at the cost of the purchaser. The property will be sold subject to convenants and restrictions of record, if any.

THIS PROPERTY IS IMPROVED by a one-story detached rambler consisting of living room, dining room, kitchen, family room, three bedrooms, two baths, one laundry room, oil heat, and central air conditioning.

Compliance with the terms of sale shall be made within 10 days after final ratification of sale or deposit will be forfeited and property resold at the risk and cost of the defaulting purchaser. For further particulars, apply to

SAMUEL M. IVREY, ASSIGNEE
144 Duke of Gloucester Street
Annapolis, Maryland 21401
263-9285
Washington 261-2171
Baltimore 269-5464

RO-2-18-4-617

LIBER 13 PAGE 696

RECEIVED
CLERK, CIRCUIT COURT

1981 MAY 13 AM 10: 10

QUEEN ANNE'S COUNTY

Centreville, Md. 5-8- 19 81

We Hereby Certify

That the annexed advertisement of

Order of 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 2nd day of April 19 81. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 18th day of March 19 81, and the last insertion on the 1st day of April 19 81.

Publishers, Record Observer

Per Maybie Seaman.

ORDER NISI
ON SALE
IN THE MATTER
OF MORTGAGED
REAL ESTATE OF
HOWARD W. H. RUPP,
T-A HERITAGE HOMES,
MORTGAGOR
In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 6845

ORDERED, this 12th day of March, 1981, that the sale of the real property, made and reported in this cause by Samuel M. Ivrey, Assignee, be ratified and confirmed, on or after the 13th day of April, 1981, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 6th day of April, 1981.

The report states the amount of sales to be $70,000.00.

MARGUERITE W. MANKIN
Clerk

TRUE COPY, TEST:
MARGUERITE W. MANKIN
CLERK
BY: Betty M. Comegys
DEPUTY CLERK

Filed March 12, 1981

RO-3-18-3t-052

IN THE MATTER OF	)	IN THE
	)	
MORTGAGED REAL ESTATE	)	CIRCUIT COURT
	)	
OF	)	FOR
	)	
HOWARD W.N. RUPP, T/A HERITAGE HOMES	)	QUEEN ANNE'S COUNTY
	)	
MORTGAGOR	)	EQUITY NO. 6840

PETITION TO CORRECT DOCKET NUMBER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Assignee, Samuel M. Ivrey, in these proceedings states that all papers that were filed on or after May 14, 1981, inadvertently have placed on their caption Equity No. 6839 instead of 6840.

WHEREFORE the Assignee Petitions this Honorable Court to correct that inadvertent error by redocketing all papers filed on or after May 14, 1981, in this file and transferring them to Equity Case No. 6839 and transferring all documents filed in Equity Case No. 6839 to this file.

Samuel M. Ivrey, Assignee
144 Duke of Gloucester Street
Annapolis, Maryland 21401
263-9285

CLERK OF CIRCUIT COURT
1981 JUL 14 AM 9 24
QUEEN ANNE'S COUNTY

IN THE MATTER OF	)	IN THE
	)	
MORTGAGED REAL ESTATE	)	CIRCUIT COURT
	)	
OF	)	FOR
	)	
HOWARD W.N. RUPP, T/A HERITAGE HOMES	)	QUEEN ANNE'S COUNTY
	)	
MORTGAGOR	)	EQUITY NO. 6840

ORDER

UPON CONSIDERATION of Assignees' Petition it is this 16th day of July, 1981

ORDERED that all papers filed in this case on or after May 14, 1981, be transferred to Equity Case No. 6839 and all papers filed in Equity Case No. 6840 filed on or after ~~May~~ MARCH 12, 1981, be transferred to this file and that the Equity Case Number on the caption of each Document shall be redesignated accordingly.

CLERK CIRCUIT COURT
1981 JUL 16 PM 1:20
QUEEN ANNE'S COUNTY

Taylor C. Carter
JUDGE

IN THE MATTER OF	/	IN THE
MORTGAGED REAL ESTATE	/	CIRCUIT COURT
OF	/	FOR
HOWARD W. N. RUPP, T/A HERITAGE HOMES	/	QUEEN ANNE'S COUNTY
MORTGAGOR	/	EQUITY NO. 6840

/ / / / / / /

FINAL ORDER OF RATIFICATION

ORDERED by the Circuit Court for Queen Anne's County and State of Maryland, in Equity, this 21st day of July, 1981, that the sale of real estate mentioned in the aforegoing Report of Sale and made by Samuel M. Ivrey, Assignee, be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although due notice thereof has been given in accordance with the Order Nisi passed in this cause, and same shall be referred to the Auditor for accounting.

Clayton Carter
JUDGE

1981 JUL 22 AM 9:26
QUEEN ANNE'S COUNTY

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-0285
263-0286
WASHINGTON
261-2171
BALTIMORE
233-5464

IN THE MATTER OF	IN THE CIRCUIT COURT FOR
MORTGAGED REAL ESTATE OF	QUEEN ANNE'S COUNTY
HOWARD W. N. RUPP, T/A	IN EQUITY
HERITAGE HOMES MORTGAGOR	No. 6840

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 Samuel M. Ivery, Assignee, 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 $7,000.98.

2. That in the within account Samuel M. Ivrey, Assignee and vendor, is charged with the proceeds of sale made by him, the interest collected and adjustment of State and County taxes; and he is allowed thereafter his fee for his services and his commissions for making said sale, per terms of mortgage, the court costs, due and paid, the bond premium, the several advertising costs, the fee of the Auctioneer for crying said sale, U. S. Postal charges, the fee and expenses of your Auditor, and the balance was credited toward the principal and interest indebtedness.

Respectfully submitted,

J. Thomas Clark

J. Thomas Clark, Auditor

August 17, 1981

FILED
AUG 17 1981
CIRCUIT COURT
QUEEN ANNE'S CO.

Cause No. 6840

The sale of land reported in this cause by Samuel M. Ivrey, Assignee, and vendor of said land

Dr.

1981		
Mar. 12	By proceeds of sale of land, per report of said vendor	$70,000.00
	By interest collected from 3/12/81 to 7/30/81, per statement of vendor	3,612.92
	By adjustment of State & County taxes to 3/12/81, per statement of vendor	55.08
	By gross proceeds of sale	$73,668.00

Cr.

To Samuel M. Ivrey, Attorney his fee for his services, per terms of mortgage, the sum of		$ 100.00
To Samuel M. Ivrey, Assignee, his commissions for making said sale, per terms of mortgage, the sum of		3,310.00
To do., for an amount paid Marguerite W. Mankin, Clerk, for advanced court costs, the sum of		60.00
To do., for an amount paid Marguerite W. Mankin, Clerk, for recording fee of Assignment of mortgage, the sum of		5.00
To do., for amounts due Marguerite W. Mankin, Clerk, for:		
1-Appearance fee	$10.00	
2-Clerk's additional	89.00	99.00
To do., for an amount due Fidelity & Deposit Co., for the bond premium in this cause, the sum of		115.00
To do., for amounts paid The Easton Publishing Co., for:		
1-Advertising sale	$160.00	
2-Order Nisi on Sale	82.50	242.50
To do., for an amount due Joe Jackson, Auctioneer, for crying said sale, the sum of		100.00

August 17, 1981

J. Thomas Clark

J. Thomas Clark, Auditor

To do., for an amount due Samuel M. Ivery, for U. S. Postal certified mail fees, the sum of		$ 1.53	
To J. Thomas Clark, Auditor, for: 1-Stating this account-------$45.00 2-Expenses----------15.00		60.00	
To Annapolis Federal Savings and Loan Association, for partial payment on principal and interest, in the amount of $74,768.95, per Statement of Mortgage Debt, plus interest to 60 days after date of sale, in the sum of $1,807.00, for a total debt of $76,575.95, the balance or the sum of		69,574.97	
		$73,668.00	$73,668.00

August 17, 1981

J. Thomas Clark

J. Thomas Clark, Auditor

IN THE MATTER OF

MORTGAGED REAL ESTATE OF

HOWARD W. N. RUPP, T/A

HERITAGE HOMES

MORTGAGOR

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

No. 6840

CERTIFICATE OF NOTICES MAILED.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Court Auditor hereby certifies that on August 12, 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:

Samuel M. Ivery, Esquire
Gloucester and Green Streets
Annapolis, MD 21401

Annapolis Federal Savings and
Loan Association
Annapolis, Maryland

Howard W. N. Rupp
T/A Heritage Homes
Route 2, Box 727
Chester, MD 21619

Internal Revenue Service
Special Procedures Advisor
P. O. Box 1076
Baltimore, MD 21203

Pursuant to Rule 595g, Maryland Rules of Procedure, notify each of them that said account was filed on August 12, 1981, with the Clerk of the Circuit Court, Centreville, Maryland, and that exceptios to said account must be filed on or before September 1, 1981, and if no exceptions are filed within such fifteen day period, the account may thereupon be ratified on September 2, 1981.

August 17, 1981

J. Thomas Clark, Auditor

FILED
AUG 17 1981
CIRCUIT COURT
QUEEN ANNE'S CO.

LIBER 13 PAGE 704

IN THE MATTER OF MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF EDWARD W. N.	*	FOR QUEEN ANNE'S COUNTY
RUPP, T/A HERITAGE HOMES	*	IN EQUITY
MORTGAGOR	*	No. 6840
	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 17th day of August, 19 81, that the report and account filed in these proceedings by J. Thomas Clark, Auditor, be ratified on or after the 2nd day of September, 19 81, unless cause to the contrary thereof be previously shown; provided notice is given in manner provided by Maryland Rule 595 g to persons entitled thereto.

Marguerite H. Mankin Clerk

Filed August 17, 1981

IN THE MATTER OF MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF HOWARD W. N.	*	FOR QUEEN ANNE'S COUNTY
RUPP, T/A HERITAGE HOMES	*	IN EQUITY
MORTGAGOR	*	No. 6840
	*	
	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 8th day of September, 19 81, by the Court that the account of the Auditor is finally ratified and confirmed, and Samuel M. Ivrey, Assignee 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 September 8, 1981

LIBER 13 PAGE 706

ROBERT F. VAVRINA and JAMES D. LAUDEMAN, JR., SUBSTITUTE TRUSTEES	*	IN THE CIRCUIT COURT
	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
MICHAEL A. SKIERKOWSKI and SINDY L. SKIERKOWSKI, his wife	*	IN EQUITY 6920
	*	

JUN 19-81 * 23748 *****70.00
JUN 19-81 A 923748 *****10.00
JUN 19-81 A 923747 *****60.00

Mr. Clerk:

Please docket the above entitled foreclosure case and file among the papers the following instruments marked "Plaintiffs' Exhibit 'A', 'B' and 'C'", respectively,

1. Original Deed of Trust between Michael A. Skierkowski and Sindy L. Skierkowski, his wife and Edwin M. Hurd and David C. McElroy Trustees , dated August 21, 1980 and recorded among the Land Records of Queen Anne's County in Liber MWM 167 folio 76 ; the Trustees of record having been removed and the Plaintiffs appointed Substitute Trustees by instrument dated June 9, 1981 and duly recorded among the aforesaid Land Records.

2. Original Deed of Trust Note secured by above Deed of Trust, dated August 21, 1980 in the amount of Fify Six Thousand Four Hundred and no/100 Dollars ($ 56,400.00), held by Baltimore Federal Savings and Loan Association.

3. Certified Copy of Removal of Trustee and Appointment of Substitute Trustees, dated June 9, 1981 whereby the Plaintiffs herein were appointed Substitute Trustees.

FILED
CLERK, CIRCUIT COURT
1981 JUN 19 AM 9:20
QUEEN ANNE'S COUNTY

Robert F. Vavrina

James D. Laudeman, Jr.
Substitute Trustees

CALLAHAN, CALWELL & LAUDEMAN

BY: Robert F. Vavrina , Partner

Attorneys for Plaintiff

210 E. Redwood Street
Baltimore, Maryland 21202
(301)539-6841

DOCUMENT NO. 163,084 LIBER 167 PAGE 76

DEED OF TRUST

8:21
59913

THIS PURCHASE MONEY DEED OF TRUST is made this 21ST day of August, 19 80, among the Grantor, Michael A. Skierkowski and Sindy L. Skierkowski, his wife, (herein "Borrower"), Edwin M. Hurd & David C. McElroy (herein "Trustee"), and the Beneficiary, BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, whose address is Fayette and St. Paul Streets, Baltimore, Maryland 21202 (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 4th Election District, Co. of Queen Anne's, State of Maryland:

on Johnny Lane
BEING known and designated as Lot No. 13, Block L, as shown on a plat entitled "Cloverfields, Plat 2", by Perdum and Jeschke, registered engineers and surveyors, dated March 4, 1959 and recorded among the Land Records of Queen Anne's County in Plat Book TSP No. 46, page 383 and in Plat Book TSP No. 1, page 53.

BEING the same property described in a Deed dated of even date and recorded among the Land Records of the aforesaid County prior hereto from Park Development Corporation, a Maryland Corporation

Said property being in fee simple

1980 AUG 26 PM 1:42
QUEEN ANNE'S COUNTY

AUG 26-80 * 24285 *****17.00
AUG 26-80 A 24285 *****17.00

which has the address of Lot 13, Cloverfields, located on Johnny Lane, Stevensville, [Street] [City]
Anne Arundel County, Maryland, 21666 (herein "Property Address"); [State and Zip Code]

The aforesaid property having been purchased in whole or in part with the sums secured hereby.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated of even date herewith (herein "Note"), in the principal sum of $56,400.00 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, 2010; 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 specially the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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.

Michael A. Skierkowski (Seal) —Borrower
Michael A. Skierkowski

Sindy L. Skierkowski (Seal) —Borrower
Sindy L. Skierkowski

(Seal) —Borrower

(Seal) —Borrower

STATE OF MARYLAND, CITY OF BALTIMORE ~~County~~ ss:

I Hereby Certify, That on this 21st day of August, 19 80, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ....., personally appeared Michael A. Skierkowski and Sindy L. Skierkowski, his wife, known to me or satisfactorily proven to be the person(s) whose name(s) are subscribed to the within instrument and acknowledge that they executed the same for the purposes therein contained.

As WITNESS: my hand and notarial seal.

My Commission expires: 7/1/82

Norma R. Knox
Norma R. Knox Notary Public

STATE OF MARYLAND, CITY OF BALTIMORE ~~County~~ ss:

I Hereby Certify, That on this 21st day of August, 19 80, before me, the subscriber, a Notary Public of the State of Maryland in and for the County of Baltimore, personally appeared Michael U. Gisriel, 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

Norma R. Knox
Norma R. Knox Notary Public

This is to certify that the within instrument was prepared by or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

Edwin M. Hurd
Attorney

(2) Rec 3.75 27/03,084

DEED OF TRUST

FROM

Michael A. Skierkowski and

Sindy L. Skierkowski, his wife,

TO

Edwin M. Hurd and

David C. McElroy

Trustees

Received for Record Aug 26, 1980 at 1:42 o'clock P M. Same day recorded in Liber MWM No. 167 Folio 76 etc., one of the Land Records of O.A.Co. and examined per Marguerite Mankin, Clerk

Cost of Record, $ 17.00 pd.

RECORDING OFFICER: PLEASE RETURN TO

Gisriel

File No. 203R

Written by sal

Approved by

Ready for Record

NOTE

1/12250 - 59913

US $.....56,400.00.....

Baltimore....., Maryland
City

.....August.....21....., 1980.

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, or order, the principal sum of.....$56,400.00.....Dollars, with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of.....12.250..... percent per annum. Principal and interest shall be payable at Fayette and St. Paul Streets, Baltimore, Maryland, 21202, or such other place as the Note holder may designate, in consecutive monthly installments of ..... Five Hundred Ninety One and 03/100..... Dollars (US $ 591.03 .....), on the first day of each month beginning .....October.....1....., 1980..... 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, 2010.....

If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to Borrower, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Note holder. The date specified shall not be less than thirty days from the date such notice is mailed. The Note holder may exercise this option to accelerate during any default by Borrower regardless of any prior forbearance. If suit is brought to collect this Note, the Note holder shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney's fees.

Borrower shall pay to the Note holder a late charge of five (5%) percent of any monthly installment not received by the Note holder within fifteen (15) days after the installment is due.

Borrower may prepay the principal amount outstanding in whole or in part. The Note holder may require that any partial prepayments (i) be made on the date monthly installments are due and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note holder shall otherwise agree in writing.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, or to such other address as Borrower may designate by notice to the Note holder. Any notice to the Note holder shall be given by mailing such notice by certified mail, return receipt requested, to the Note holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower.

The indebtedness evidenced by this Note is secured by a Deed of Trust, dated of even date herewith.. ....., and reference is made to the Deed of Trust for rights as to acceleration of the indebtedness evidenced by this Note.

Witness:

Michael A. Skierkowski .....(Seal)
Michael A. Skierkowski

Sindy L. Skierkowski .....(Seal)
Sindy L. Skierkowski

.....(Seal)
(Execute Original Only)

Property Address
Lot 13, Cloverfields, located on
Johnny Lane, Stevensville, Anne
Arundel Co., MD 21666

MARYLAND – 1 to 4 Family–6/75–FNMA/FHLMC UNIFORM INSTRUMENT

BFS & L 2-77

LIBER 13 PAGE 712

DOCUMENT NO. 106,050 LIBER 176 PAGE 172 1-12250-59913

REMOVAL OF TRUSTEES AND APPOINTMENT OF SUBSTITUTE TRUSTEES

JUN 19-81 * 23764 ******6.00
JUN 19-81 A 23764 ******6.00

THIS DEED OF APPOINTMENT, made this 9th day of June, 19 81, by and between BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION party of the first part, and ROBERT F. VAVRINA and JAMES D. LAUDEMAN, JR., SUBSTITUTE TRUSTEES, parties of the second part.

WHEREAS, Michael A. Skierkowski an Sindy L. Skierkowski, his wife, delivered a Purchase Money Deed of Trust to Edwin M. Hurd and David C. McElroy, as TRUSTEES, dated August 21, 1980, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber MWM 167 Folio 76, to secure the prompt payment of a certain Deed of Trust Note dated of even date, the owner of the indebtedness being the party of the first part herein; and

WHEREAS, said Deed of Trust provides that the holder of the Note is entitled to remove, substitute and add Trustees by an instrument recorded among the Land Records where the property lies.

NOW, THEREFORE, pursuant to the authority contained in said Deed of Trust, this instrument witnesseth that the holder of the indebtedness, the within named party of the first part, hereby removes the TRUSTEES of record as TRUSTEES, and substitutes and appoints the parties of the second part, the said

ROBERT F. VAVRINA and JAMES D. LAUDEMAN, JR., as SUBSTITUTE TRUSTEES,

with the same rights, powers, discretions and obligations to act as Substitute Trustees in any manner permitted by said Deed of Trust.

WITNESS the due execution hereof.

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Grace E. Shank, Asst. Sec.

CK RN BY: Jayne H. McGeehan (SEAL)
Jayne H. McGeehan, Vice President

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

I HEREBY CERTIFY, that on this 9th day of June, 19 81, before me, the subscriber, a Notary Public of said State, personally appeared Jayne H. McGeehan, Vice President of Baltimore Federal Savings and Loan Association known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he / she executed the same for the purposes therein contained, as the duly authorized officer of said corporation, by signing the name of the corporation by himself / herself as such officer, and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.

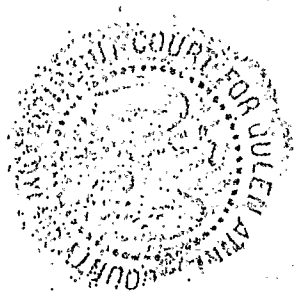
Frances C. Brannock, Notary Public

My commission expires: July 1, 1982

CLERK
1981 JUN 19 PM 2 29
QUEEN ANNE'S COUNTY

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber MWM No. 176, folio 172, 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 19th day of June, 19 81.

Marguerite W. Mankin

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

LIBER 13 PAGE 714 1-12250 59913

ROBERT F. VAVRINA and JAMES D. LAUDEMAN, JR., SUBSTITUTE TRUSTEES	*	IN THE CIRCUIT COURT
	*	FOR
VS.	*	QUEEN ANNE's COUNTY
MICHAEL A. SKIERKOWSKI and SINDY L. SKIERKOWSKI, his wife	*	IN EQUITY 6920
	*	

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, personally appeared Thomas J. Reynolds, Vice President of Baltimore Federal Savings and Loan Association, and made oath in due form of law, that to the best of his/her information, knowledge and belief -

(1) Said Defendant(s) is/are not in the Military Service of the United States of America,

(2) Said Defendant(s) is/are not in the Military Service of any Nation allied with the United States of America,

(3) Said Defendant(s) has/have not been ordered to report for induction under the Selective Training and Service Act,

(4) Said Defendant(s) is/are not a member(s) of the Enlisted Reserve Corps who has/have been ordered to report for Military Service.

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: Thomas J. Reynolds
Thomas J. Reynolds, Vice President

Affiant

Subscribed and sworn to before me this

2nd day of June 19 8

Jeffrey H. Dunn
JEFFREY H. DUNN
Notary Public

JEFFREY H. DUNN NOTARY PUBLIC HOWARD COUNTY

ROBERT F. VAVRINA and JAMES D. LAUDEMAN, JR., SUBSTITUTE TRUSTEES	*	IN THE CIRCUIT COURT
	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
MICHAEL A. SKIERKOWSKI and SINDY L. SKIERKOWSKI, his wife	*	IN EQUITY 6920
	*	

STATEMENT OF DEED OF TRUST DEBT

Statement of claim of Baltimore Federal Savings and Loan Association holder of the Note secured by Deed of Trust from Michael A. Skierkowski and Sindy L. Skierkowski, his wife to Edwin M. Hurd and David C. McElroy, Trustee(s), dated August 21, 1980 and recorded among the Land Records of Queen Anne's County in Liber MWM 167 Folio 76

Amount of indebtedness	$56,400.00
Less - amount paid on principal	45.84
	56,354.16
Plus - interest from 12-01-80 thru 6-02-81	3,490.04
	59,844.20
Less - balance in escrow account	367.26
	$59,476.94

Interest per diem $19.18

STATE OF MARYLAND, CITY ~~XXXXXXXX~~ OF BALTIMORE
TO WIT:

I HEREBY CERTIFY, that on this 2nd day of June, 19 81, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared

Thomas J. Reynolds, Vice President
of Baltimore Federal Savings and Loan Association
holder of the Note in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the claim under the Deed of Trust filed in the said cause remaining due and unpaid as of June 2, 1981.

WITNESS my hand and Notarial Seal.

JEFFREY H. DUNN NOTARY PUBLIC

My commission expires:

JEFFREY H. DUNN Notary Public

SUBSTITUTE TRUSTEES BOND

LIBER 13 PAGE 716 Vavrina v. Skierkowski
Equity 6920

Equity # 6920

KNOW ALL MEN BY THESE PRESENTS, THAT we, Robert F. Vavrina & James D. Laudeman, Jr., Substitute Trustees,
210 E. Redwood St., Baltimore, MD 21202

as principal, and the FIREMAN'S FUND INSURANCE COMPANY, a body corporate, duly incorporated under the laws of the State of California, as surety, are held and firmly bound unto the STATE OF MARYLAND, in the full and just sum of Sixty three thousand---------- ($63,000.00----------) 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 27th day of July, in the year of our Lord 1981

WHEREAS, the above bounden Robert F. Vavrina & James D. Laudeman, Jr.

by virtue of the power contained in a ~~mortgage~~ - deed of trust from Michael A. Skierkowski and wife, to Edwin M. Hurd, etal, Trustees,

bearing date the 21st day of August, 1980,

and recorded among the Land Records of Queen Anne's County

in Liber No. MWM 167, Folio 76 and by appointment of substitute trustees dated June 9, 1981 and recorded among the aforesaid land records prior hereto, wherein said substitute trustees replaced the trustees of record,

is about to sell the land and premises described in said mortgage - deed of trust, 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 Robert F. Vavrina & James D. Laudeman, Jr.

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

IN TESTIMONY WHEREOF, the above bounden Robert F. Vavrina & James D. Laudeman, Jr.

~~HAVE~~ have hereto set their hands and seals and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney-in-fact, the day and year first herein above written.

Signed, sealed and delivered
in the presence of

Janice MacDonald, Witness as to Principal

Robert F. Vavrina (SEAL)

James D. Laudeman, Jr. (SEAL)

FIREMAN'S FUND INSURANCE COMPANY

As to Surety

Rose B. Faulhaber

by

Carol Connolly
Attorney-in-fact Carol Connolly

APPROVED AND FOUND SUFFICIENT 9/29/81

LIBER 3 PAGE 123

GENERAL
POWER OF
ATTORNEY

FIREMAN'S FUND INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: THAT FIREMAN'S FUND INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California, and having its principal office in the City and County of San Francisco, in said State, has made, constituted and appointed, and does by these presents make, constitute and appoint

FRANK R. CEILER, ROSE B. FAULHABER, GLADYS J. PARRACK and CAROL CONNOLLY
jointly or severally

BALTIMORE, MD

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof ----------

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VIII, Section 30 and 31 of By-laws of FIREMAN'S FUND INSURANCE COMPANY now in full force and effect.

"Article VIII, *Appointment and Authority of Resident Assistant Secretaries, and Attorney-in-Fact and Agents to accept Legal Process and Make Appearances.*

Section 30, *Appointment.* The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 31, *Authority.* The Authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of FIREMAN'S FUND INSURANCE COMPANY at a meeting duly called and held on the 15th day of July, 1966, and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, FIREMAN'S FUND INSURANCE COMPANY has caused these presents to be signed by its Vice-President and its corporate seal to be hereunto affixed this 7th day of November, 1978

FIREMAN'S FUND INSURANCE COMPANY

By William W. Lauber
Vice-President

STATE OF CALIFORNIA,
CITY AND COUNTY OF SAN FRANCISCO } ss.

On this 7th day of November, 1978, before me personally came William W. Lauber to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of FIREMAN'S FUND INSURANCE 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; 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.

OFFICIAL SEAL
SUSIE K. GILBERT
NOTARY PUBLIC - CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
My Commission Expires Nov. 17, 1980

Susie K. Gilbert
Notary Public

CERTIFICATE

STATE OF CALIFORNIA,
CITY AND COUNTY OF SAN FRANCISCO } ss.

I, the undersigned, Assistant Secretary of FIREMAN'S FUND INSURANCE COMPANY, a CALIFORNIA 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 VIII, Sections 30 and 31 of the By-laws of the Corporation, and the Resolution of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed at the City and County of San Francisco. Dated the 27th day of July, 1981

Winifred H. Browne
Assistant Secretary

LIBER 13 PAGE 717

360711 (HO)—FF—3-78

ROBERT F. VAVRINA and JAMES D. LAUDEMAN, JR., SUBSTITUTE TRUSTEES	*	IN THE CIRCUIT COURT
	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
MICHAEL A. SKIERKOWSKI and SINDY L. SKIERKOWSKI, his wife	*	IN EQUITY #6920
	*	

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Robert F. Vavrina and James D. Laudeman, Jr., Substitute Trustees, in Deed of Trust dated August 21, 1980 and recorded among the Land Records of Queen Anne's County in Liber MWM 167, folio 76, from the Defendant(s) herein to Edwin M. Hurd and David C. McElroy, Trustee(s), the Trustee(s) of record having been removed and the Plaintiffs herein substituted in place thereof by instrument dated June 9, 1981 and duly recorded among the aforesaid Land Records, said Deed of Trust and Deed of Appointment having been filed in said cause pending, respectfully shows —

That after giving Bond, with security for the faithful discharge of their trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Record Observer, a weekly newspaper published in Queen Anne's County, for three successive weeks preceeding the day of sale, Robert F. Vavrina, one of said Substitute Trustees, under and by virtue of the power and authority contained in said Deed of Trust, (after default having occurred thereunder) did, pursuant to said notice, on August 4, 1981 at 10:10 o'clock A. M., attend XXXXXXX XXXXXXXXXXXXXXXXXXXX on the premises and then and there sold the fee simple XXXXXXXXX property situate, lying and being in Queen Anne's County, Maryland, known as Lot 13, Johnny Lane, Cloverfields Subdivision,

FILED
CLERK'S OFFICE
1981 AUG 18 AM 9:17
QUEEN ANNE'S COUNTY

more particularly and at length described in the aforementioned Deed of Trust, and in the attached copy of advertisement of sale.

The property was sold to Baltimore Federal Savings and Loan Association,

in fee simple XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

at and for the sum of Fifty Eight Thousand

Dollars ($ 58,000.00), said purchaser(s) being then and there the highest bidder.

Robert F. Vavrina

James D. Laudeman, Jr.

Substitute Trustees

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 5th day of August, 19 81, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Robert F. Vavrina and James D. Laudeman, Jr., Substitute Trustees, and made oath in due form of law that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

JEFFREY H. DUNN Notary Public

JEFFREY H. DUNN NOTARY PUBLIC HOWARD COUNTY

CALLAHAN, CALWELL & LAUDEMAN
Solicitors
210 E. Redwood Street
Baltimore, Md. 21202
301-539-6841

Substitute Trustees' Sale Of Valuable, Fee Simple, Residential Dwelling Property

Lot 13, Johnny Lane, Cloverfields Subdivision on Chester River, North of Stevensville, Kent Island, Queen Anne's County, Md.

Under and by virtue of the power and authority contained in a Deed of Trust from Michael A. Skierkowski and Sindy L. Skierkowski, his wife, to Edwin M. Hurd and David C. McElroy, Trustees,, dated August 21, 1980, and recorded among the Land Records of Queen Anne's County in Liber MWM 167, Folio 76, default having occurred thereunder, and at the request of the party secured thereby, the undersigned Substitute Trustees, will sell at public auction on the premises, on

Tues., August 4, 1981

At 10:10 O'Clock A.M.

all that fee simple property and the improvements thereon, situate in Queen Anne's County, Md., and described as follows:

BEING known and designeted as Lot No 13, Block L, as shown on a plat entitled "Cloverfields, Plat 2", by Perdum and Jeschke, registered engineers and surveyors, dated March 4, 1959 and recorded among the Land Records of Queen Anne's County in Plat Book TSP No. 46, page 383 and in Plat Book TSP No. 1, page 53.

Together with all the buildings thereon, and all the rights, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging, or in anywise appertaining.

Subject to covenants, conditions, restrictions, easements, etc., and utility agreements of record, if any, affecting the property.

The improvements consist of a detached, 2 story, frame dwelling, originally planned for living room, dining room, kitchen, family room, ½ bath on first floor; and 3 bedrooms, 1½ baths on second floor.

TERMS OF SALE:

A cash, certified or cashier's check deposit of $5,000.00 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 of eight per cent per annum from date of sale to date of settlement. The purchaser will be required to complete settlement of the purchase within five days of the ratification of the sale by the Court, otherwise the property will be resold at the risk and expense of the purchaser. Taxes, public charges and assessments, ground rent and water rent to be adjusted to date of sale. All such taxes, public charges and assessments, payable on an annual basis, including sanitary and/or metropolitan district charges to be adjusted for the current year to date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps and transfer taxes, if any shall be borne by the purchaser.

ROBERT V. VAVRINA
JAMES D. LAUDEMAN, JR.,
SUBSTITUTE TRUSTEES
Joseph A. Jackson, Jr., Auctioneer

RO 7-22 2t 033

Centreville, Md. 8-3 19 81

We Hereby Certify

That the annexed advertisement of SUBSTITUTE TRUSTEES' 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 4th day of August 19 81. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 15th day of July 19 81, and the last insertion on the 29th day of July 19 81.

Publishers, Record Observer

Per Marjorie Freeman

CLERK

1981 AUG 18 AM 9:17

QUEEN ANNE'S COUNTY

CALLAHAN, CALWELL & LAUDEMAN
Solicitors
210 E. Redwood Street
Baltimore, Md. 21202
301-539-6941

Substitute Trustees' Sale of Valuable, Fee Simple, Residential Dwelling Property

Lot 13, Johnny Lane, Cloverfields Subdivision on Chester River, North of Stevensville, Kent Island, Queen Anne's County, Md.

Under and by virtue of the power and authority contained in a Deed of Trust from Michael A. Skierkowski and Sindy L. Skierkowski, his wife, to Edwin M. Hurd and David C. McElroy, Trustees,, dated August 21, 1980, and recorded among the Land Records of Queen Anne's County in Liber MWM 167, Folio 76, default having occurred thereunder, and at the request of the party secured thereby, the undersigned Substitute Trustees, will sell at public auction on the premises, on

Tues., August 4, 1981
At 10:10 O'Clock A.M.

all that fee simple property and the improvements thereon, situate in Queen Anne's County, Md., and described as follows:

BEING known and designated as Lot No. 13, Block L, as shown on a plat entitled "Cloverfields, Plat 2", by Perdum and Jeschke, registered engineers and surveyors, dated March 4, 1959 and recorded among the Land Records of Queen Anne's County in Plat Book TSP No. 46, page 383 and in Plat Book TSP No. 1, page 53.

Together with all the buildings thereon, and all the rights, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging, or in anywise appertaining.

Subject to covenants, conditions, restrictions, easements, etc., and utility agreements of record, if any, affecting the property.

The improvements consist of a detached, 2 story, frame dwelling, originally planned for living room, dining room, kitchen, family room, ½ bath on first floor; and 3 bedrooms, 1½ baths on second floor.

TERMS OF SALE:

A cash, certified or cashier's check deposit of $5,000.00 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 of eight per cent per annum from date of sale to date of settlement. The purchaser will be required to complete settlement of the purchase within five days of the ratification of the sale by the Court; otherwise the property will be resold at the risk and expense of the purchaser. Taxes, public charges and assessments, ground rent and water rent to be adjusted to date of sale. All such taxes, public charges and assessments, payable on an annual basis, including sanitary and/or metropolitan district charges to be adjusted for the current year to date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps and transfer taxes, if any shall be borne by the purchaser.

ROBERT V. VAVRINA
JAMES D. LAUDEMAN, JR.,
SUBSTITUTE TRUSTEES
Joseph A. Jackson, Jr., Auctioneer

RO-7-22-2t-033

LIBER 13 PAGE 721

ROBERT F. VAVRINA and JAMES D. LAUDEMAN, JR., SUBSTITUTE TRUSTEES	*	IN THE CIRCUIT COURT
	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
MICHAEL A. SKIERKOWSKI and SINDY L. SKIERKOWSKI, his wife	*	IN EQUITY #6920
	*	

AFFIDAVIT OF NOTICE

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, personally appeared Robert F. Vavrina and James D. Laudeman, Jr., Substitute Trustees, authorized to make sale of property herein, and made oath in due form of law that they have given notice by certified mail, to the defendant(s), to the present record owner(s), and to the holder(s) of subordinate mortgage(s) or security interest(s) who have given written notice to the secured party in these proceedings at their/his/her/its last known address of the time, place and terms of sale of the property reported herein, in compliance with Rule W74 a 2 (c) of the Maryland Rules of Procedure.

Robert F. Vavrina

James D. Laudeman, Jr.
Substitute Trustees
Affiants

Subscribed and sworn to before me,

this 5th day of August 1981

JEFFREY H. DUNN
Notary Public

JEFFREY H. DUNN NOTARY PUBLIC HOWARD COUNTY

CLERK'S OFFICE
1981 AUG 18 AM 9:18
QUEEN ANNE'S COUNTY

ROBERT F. VAVRINA and JAMES D. LAUDEMAN, JR., SUBSTITUTE TRUSTEES	*	IN THE CIRCUIT COURT
	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
MICHAEL A. SKIERKOWSKI and SINDY L. SKIERKOWSKI, his wife	*	IN EQUITY #6920
	*	

PURCHASER'S AFFIDAVIT

STATE OF MARYLAND, CITY/XXXXXXXXXX OF BALTIMORE , TO WIT:

I HEREBY CERTIFY that on this 5th day of August, 19 81, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared James A. Kane, Assistant Vice President, of Baltimore Federal Savings and Loan Association, purchaser(s) at the foreclosure sale in this cause, and made oath in due form of law (that it is/XXXXXXXXXXXXXXX the purchaser(s) and purchased the same as principal and not as agent for anyone)

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

and it has/XXXXXXXXXXXXXXX not directly or indirectly discouraged anyone from bidding for the said property known as Lot 13, Johnny Lane, Cloverfields, mentioned in the said Report of Sale.

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: _______________(SEAL)
James A. Kane, Assistant Vice President

_______________(SEAL)

Purchaser(s)

____
Address

CLERK
1981 AUG 18 AM 9:18
QUEEN ANNE'S COUNTY

JAMES GAY DAVIS Notary Public

JAMES GAY DAVIS NOTARY PUBLIC BALTIMORE CITY, MD.

LIBER 13 PAGE 724

ORDER NISI ON SALE

ROBERT F. VAVRINA and JAMES D. LAUDEMAN, JR., Substitute Trustees vs. MICHAEL A. SKIERKOWSKI and SINDY L. SKIERKOWSKI, his wife	In the Circuit Court for Queen Anne's County In Equity Cause No. 6920

ORDERED, this 18th day of August, 1981, that the sale of the real property, made and reported in this cause by Robert F. Vavrina and James D. Laudeman, Jr., Sub. Trustees, be ratified and confirmed, on or after the 21st day of September, 1981, 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 September, 1981.

The report states the amount of sales to be $58,000.00.

Marguerite H. Mankin Clerk

Filed August 18, 1981

Centreville, Md. 9-18 19 81

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 21st day of September 19 81. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 26th day of August 19 81, and the last insertion on the 9th day of September 19 81.

Publishers, Record Observer

Per Marjorie Thomas

RECEIVED
CLERK, CIRCUIT COURT
1981 SEP 23 AM 9 48
QUEEN ANNE'S COUNTY

ORDER NISI
ON SALE
ROBERT F. VAVRINA
and
JAMES D. LAUDEMAN, JR.,
Substitute Trustees
vs.
Michael A. Skierkowski
and
Sindy L. Skierkowski, his wife
In the Circuit Court
for
Queen Anne's County
in Equity
Cause No. 6920

ORDERED, this 18th day of August, 1981, that the sale of the real property, made and reported in this cause by Robert F. Vavrina and James D. Laudeman, Jr., Sub. Trustees, be ratified and confirmed, on or after the 21st day of September, 1981, 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 September, 1981.

The report states the amount of sales to be $58,000.00.

Marguerite W. Mankin, Clerk

True Copy, Test:
Marguerite W. Mankin, Clerk
By: Betty M. Comegys
Deputy Clerk

Filed August 18, 1981.

RO-8-26-3t-037

LIBER 13 PAGE 725

LIBER 13 PAGE 726

ROBERT F. VAVRINA and JAMES D. LAUDEMAN, JR., SUBSTITUTE TRUSTEES	*	IN THE CIRCUIT COURT
	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
MICHAEL A. SKIERKOWSKI and SINDY L. SKIERKOWSKI, his wife	*	IN EQUITY #6920

ORDER OF SALE RATIFICATION

ORDERED, By the Circuit Court for Queen Anne's County, this 24th day of September, 1981, that the sale made by Robert F. Vavrina and James D. Laudeman, Jr., Substitute Trustees for the fee simple Real Estate described in the proceedings in the above entitled cause, and reported by said Substitute Trustees to this Court on the 18th day of August, 1981, be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order NISI passed in said cause, and that the said Substitute Trustees be allowed the usual commissions and all proper expenses for which they shall produce vouchers to the Auditor.

RECEIVED
CLERK, CIRCUIT COURT
1981 SEP 24 AM 10 35
QUEEN ANNE'S COUNTY

K. Thomas Koenigsmann
Judge

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ROBERT F. VAVRINA JAMES M. LAUDEMAN, JR. Substitute Trustees vs. MICHAEL A. SKIERKOWSKI SINDY L. SKIERKOWSKI	: : : : :	EQUITY NO. 6920

: : : : :

REPORT OF AUDITOR AND SUGGESTED DISTRIBUTION

SALE PRICE			$58,000.00
Interest from 8/4/81 to 9/25/81			600.78
TOTAL AMOUNT AVAILABLE FOR DISTRIBUTION			$58,600.78
COMMISSIONS PAYABLE TO TRUSTEES		$2,900.00	
EXPENSES OF SALE			
Court costs	$ 141.00		
Notice of Sale	358.91		
Report of Sale	51.18		
Bond Premium	252.00		
Auctioneer's Fee	100.00		
Certified Mail	5.26		
Notary Public	1.50		
Real Property Taxes	48.30		
Judgment Report	3.00		
Subdivision Charges	11.64		
TOTAL EXPENSES		972.79	
AUDITOR'S FEE AND COSTS			
Fee - Audit and Report	45.00		
Mailing Notices	.96		
TOTAL AUDIT EXPENSES		45.96	
TOTAL FEES AND EXPENSES			- 3,918.75
AVAILABLE FOR DISTRIBUTION			$54,682.03
AMOUNT OWED UNDER DEED OF TRUST			
Principal Debt	$56,354.16		
Credit shown on Statement of Debt	(367.26)		
Interest 12/1/80 to 6/2/81	3,490.04		
Interest 6/2/81 to 10/3/81 (123 days at $19.18)	2,359.14		
TOTAL AMOUNT DUE LENDER			$61,836.08
PROPOSED DISTRIBUTION TO LENDER			54,682.03
DEFICIT			($ 7,154.05)

RECEIVED
CLERK, CIRCUIT COURT
1981 OCT 26 AM 11:49
QUEEN ANNE'S COUNTY

NOTICE

The above Account was filed on the 26th day of October, 1981. Exceptions to the Account must be filed within fifteen (15) days of that date. If no exceptions are filed within that fifteen (15) day period, the Account may thereupon be ratified.

CERTIFICATE OF AUDITOR

I hereby certify that I have examined the suggested Account, together with the receipts, vouchers, statements, suggested distribution and affidavit submitted by the Trustees in the above-entitled cause. On the basis of the facts which appear upon the face of the proceedings and proofs submitted to me, it is my opinion that the claims set forth in the foregoing Auditor's Account have been established and are properly allowable by law in the amounts there set forth. I further certify that on the 26th day of October, 1981, copies of the Auditor's Account and Notice, conforming to the requirements of Maryland Rule 595 g and Second Circuit Rule 12 d, were mailed to the following persons:

Robert F. Vavrina, Esquire
James M. Laudeman, Esquire
210 E. Redwood Street
Baltimore, Maryland 21202

Michael A. Skierkowski
7874 Americana Circle
Apartment 202
Glen Burnie, Maryland 21061

Sindy L. Skierkowski
7874 Americana Circle
Apartment 202
Glen Burnie, Maryland 21061

John W. Sause, Jr.
Auditor

ROBERT F. VAVRINA, et al., Sub. Trs.	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
	*	No. 6920
MICHAEL L. SKIERKOWSKI, et ux.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 26th day of October, 19 81, that the report and account filed in these proceedings by John W. Sause, Jr., Auditor, be ratified on or after the 12th day of November, 19 81, unless cause to the contrary thereof be previously shown; provided notice is given in manner provided by Maryland Rule 595 g to persons entitled thereto.

Marguerite H. Mankin Clerk

Filed October 26, 1981

10-116—1M—4-79.

LIBER 13 PAGE 730

PETITION FOR SALE OF PROPERTY

HOPKINS SAVINGS AND LOAN

Association

Vs.

FREDERICK J. TANA
THOMAS H. TANA
DORIS J. TANA and
MARGARET TANA

Docket _____ Folio _____

Case No. 6889

Filed _____

IN THE

CIRCUIT COURT

FOR

Queen Anne's County

~~BALTIMORE COUNTY~~, IN EQUITY

To the Honorable, the Judge of said Court:

MAY -4-81 * 22253 ****70.00
MAY -4-81 A 922253 ****10.00
MAY -4 81 A 922252 ****60.00

The petition of the plaintiff respectfully represent

That on the 1st day of December A.D. 1978 the defendant S Executed and delivered to Hopkins Savings and Loan Association a mortgage upon certain real property in ~~XXXXXXXX~~ Queen Anne's County, therein described, to secure the payment of the mortgage debt of $10,000.00 and interest as therein mentioned, wherein said mortgagor S assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after and default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

There has been default in the terms of this mortgage.

And your petitioner pray S that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

Alvin M. Lapidus Attorney for Plaintiff
Lapidus and Lapidus
Suite 201 Hilton Plaza
Pikesville, Maryland 21208
484-3100

CLERK'S OFFICE
1981 MAY -4 AM 9:37
QUEEN ANNE'S COUNTY

DOCUMENT NO. 96,068

MORTGAGE — INDIVIDUAL — FEE OR LEASEHOLD — MONTHLY PAYMENT — PRINCIPAL, INTEREST AND EXPENSES

THIS MORTGAGE, is made this 1st day of December, 1978, by and between THOMAS J. TANA and FREDERICK J. TANA and Doris J. Tana and Margaret Tana

parties of the first part, hereinafter referred to as Mortgagor, whose address is: c/o 31 Old Solomons Island Road Annapolis, Maryland 21401

and

HOPKINS SAVINGS AND LOAN ASSOCIATION, INC.

part of the second part, hereinafter referred to as Mortgagee, whose address is: Baltimore, Maryland

WHEREAS, Mortgagor is bona fide indebted to Mortgagee in the sum of Ten Thousand and No/100 Dollars ($10,000.00) for money this day loaned by Mortgagee to Mortgagor, being all or a part of the purchase money for the hereinafter described property, which principal sum Mortgagor hereby covenants and agrees to repay to Mortgagee, together with interest on unpaid remaining balances at the rate of Twelve percent (12 %) per annum, in monthly installments of principal and interest in the amount of One Hundred Forty-Three--------- Dollars and 48/100ths----- Cents ($ 143.48), beginning on the first day of January, 1979, and monthly thereafter until the full amount of said principal and interest thereon shall have been paid; any balance of principal or interest due or unpaid on the first day of December, 1988, shall be due and payable on said date;

All sums aforesaid are to be paid in lawful money of the United States of America which shall be the legal tender in payment of all debts and dues, public and private, at the office of the Mortgagee at the address hereinabove stated, or at such other address as the Mortgagee or the holder of this mortgage may, from time to time, designate in writing;

And in order to secure and assure the repayment of said principal sum, the interest thereon and the performance of the covenants herein contained, this mortgage is executed.

NOW, THEREFORE, This Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, Mortgagor does hereby grant, convey and assign to Mortgagee in fee simple/~~leasehold~~ interest in, all that (lot(s) of ground and premises situate and lying in Queen Anne's County, State of Maryland, described as follows, that is to say:

ALL that lot or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, and being more particularly shown and described as Lot No. 21, as set out on a plat entitled, "Plat One, Governor Grason Manor, part of the lands of Wye River Farms, Inc., Fifth Election District, Queen Anne's County, Maryland," dated July, 1972, prepared by J. R. McCrone, Jr., Inc., reigstered professional engineers and surveyors, and recorded on July 27, 1972, among the Land Records of Queen Anne's County, Maryland, in Liber W.C.W. No. 65 folio 727, and in Plat Book C.W.C. No. 1, folio 29, to which said plat reference is hereby made for a particular description of the lots of land hereby conveyed by metes and bounds, courses and distances.

It is hereby warranted that this loan is made for the purpose of acquiring or carrying on a business or commercial investment within the meaning of the provision of Article 49, Annotated Code of Maryland, as amended, and re-enacted by the provisions of Title 12, Commercial Law, Annotated Code of Maryland, 1975 editions, as amended.

RECEIVED
CLERK, CIRCUIT COURT
1978 DEC -6 PM 2:38
QUEEN ANNE'S COUNTY

DEC-6-78 A #22980 *****17.00

LIBER 13 PAGE 731

LIBER 144 PAGE 195

BEING ~~the~~ one of those same lot(s) of ground and premises which by Deed ~~dated~~ of even date herewith intended to be recorded and recorded among the Land Records of Queen Anne's County, State of Maryland, immediately prior hereto, was granted and conveyed/~~assigned~~ by Wye River Farms, Inc. to the Mortgagor.

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

TO HAVE AND TO HOLD the said lot(s) of ground, with the improvements and appurtenances aforesaid, to the said Mortgagee, in fee simple/~~for all the residue of the term of years yet to come and unexpired, viz. the term of [illegible] thereof from time to time forever, subject to the rent of the annual rent of $~~/

PROVIDED, that if the said Mortgagor shall well and truly pay or cause to be paid the aforesaid principal sum of

Ten Thousand Dollars and No/100 Cents ($ 10,000.00), and all the interest thereon when and as such payments shall respectively be due and payable as aforesaid and shall perform each and all of the covenants herein on Mortgagor's part to be performed, then this Mortgage shall be void.

But upon any default being made in the payment of said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this Mortgage, then the whole mortgage debt hereby secured and then unpaid may thereupon be declared to be due and payable, at the option of the Mortgagee, after such default shall have continued for thirty (30) days.

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the herein described property at any time after a default has occurred in any of the covenants of this mortgage, as herein provided; and the said Mortgagor hereby authorizes the said Mortgagee, or Alvin Lapidus, Esquire the duly authorized attorney or agent of said Mortgagee, after any default shall have occurred as aforesaid, to sell the hereby mortgaged property. Any such sale, whether under the aforementioned assent to a decree or under the aforementioned power of sale, shall be under the provisions of Real Property Article of the Annotated Code of Maryland Section 7-105 (Acts of 1974 of Chapter 12) and the Rules W70-W76 of the Maryland Rules of Procedure, or under any other general or local laws of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto. Such sale shall be made after giving notice by advertisement as required by the aforesaid Statute and Rules; and the terms of the sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And upon any such sale of said property under this mortgage, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a counsel fee of One Hundred and No/100 Dollars ($ 100.00) for conducting the proceedings if without contest, but if legal services be rendered to the Mortgagee or to the Trustee or party selling under the power of sale in connection with any contested matter in the proceedings, then such additional counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee hereunder, whether the same shall have matured or not, including interest thereon until the final ratification of the final Auditor's Account in the foreclosure proceedings; (3) and the balance if any, to the said Mortgagor, or to whomsoever may be entitled to same. And in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof, the Mortgagor hereby covenants to pay also, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage, and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commission to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland and a counsel fee of One Hundred and No/100 Dollars ($ 100.00); but said sale may be proceeded with unless, prior to the day appointed therefor, payment be made of said principal and interest, costs, expenses, commission and fee.

AND the said Mortgagor hereby covenants with the Mortgagee as follows:

(1) To repay the mortgage indebtedness hereby secured, together with the interest thereon at the rate aforesaid, at the times and in the amounts aforesaid;

(2) To purchase and pay the premiums thereon, during the term of this mortgage, of all policy or policies of fire and extended coverage insurance on the improvements on the above described lot of ground insuring the same against loss by fire and other hazards, usually referred to as "extended coverage," with an endorsement thereon making the proceeds of the policy or policies, in event of damage by fire or other covered casualty, payable to the Mortgagee to the extent of Mortgagee's lien on the land and improvements, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee, in amounts sufficient to protect Mortgagee's lien thereon, and to deliver the policy or policies and all renewal policies or receipts to the Mortgagee; and in the event of any loss by fire or other casualties, the insurance company or companies issuing said policy or policies are hereby, and in said policy or policies are to be, directed by the Mortgagor to make payment for such loss to the Mortgagee only, to the extent of its lien thereon and any unpaid insurance premiums or taxes and other expenses advanced, and not to the Mortgagor and Mortgagee jointly; such payment to the Mortgagee shall be applied to the extinguishment of the principal, interest and other obligations secured by this mortgage, whether then due or not; however, the Mortgagee, in lieu thereof, may consent, in writing, to the application by the Mortgagor of the said insurance proceeds to the reconstruction of the improvements on the mortgage property;

(3) To pay all taxes, water and sewer charges and other public dues and assessments of every kind whatsoever for which the property hereby mortgaged may become liable, and to pay all ground rent, if any, when and as the same shall become due and payable and to deposit receipts for the same with the Mortgagee within 30 days after the due date for such payments;

~~(4) To pay to the Mortgagee, on the same date upon which the payments on account of principal and interest are made~~ for the purpose of establishing a fund to assure the payment of the taxes, water and sewer charges, and other public dues and charges, the ground rent, if any, the premiums on the policies of fire and extended coverage and any other obligations for which the above-described property may become liable, one-twelfth (1/12th) of the yearly aggregate of such payments as estimated by the Mortgagee. Said amounts so paid to the Mortgagee shall be held by the Mortgagee in trust solely for the purposes indicated and the funds may be commingled with other funds of the Mortgagee, such deposit as herein required shall be known as "Expense Account." The Mortgagee shall credit to said Expense Account interest thereon at the prevailing annual rate for savings accounts or percent (%) computed on the average monthly balance accrued in such Expense Account. In the event the Mortgagor fails to provide sufficient funds to pay said expenses, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt herein and shall bear interest at the rate hereinbefore stated as the interest payable on the principal debt, from the date of such payment or payments, and said Mortgagee shall have a lien under this Mortgage on the premises hereinabove described for the amount or amounts so paid, together with the interest thereon as herein stated upon the principal debt. Failure to establish and maintain the aforesaid expense account for the payment of the aforesaid expenses shall, at the option of the Mortgagee, constitute a default in this Mortgage, for which foreclosure of this Mortgage may be instituted.

(4) Not to permit, commit or suffer to be committed any waste, impairment or deterioration of said above described property or any part thereof; and

(5) To pay a late charge not to exceed the greater of Two Dollars ($2.00) or one twentieth (1/20th) of the total amount of any delinquent or late periodic installments of principal and interest which is received at the office of the Mortgagee more than fifteen (15) calendar days after the due date thereof.

It is further agreed between the parties:

1. Each monthly payment made by the Mortgagor and paid to the Mortgagee, where the amount or amounts shall not be equal to the required monthly payments of principal, interest and the Expense Account, shall be applied as follows: First: To the payment of the interest due on the date of said payment; Second: Any balance remaining shall be credited on account of the unpaid principal due as of such date; and Third: Any balance remaining shall be credited to the Expense Account.

2. The holder of this mortgage, in any action to foreclose the same, shall be entitled, without regard to the adequacy of the security for the debt, to have a receiver appointed by the Court to collect the rents and profits of said property and account therefor as the Court may direct.

3. Should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or conveyed or encumbered in any other manner, without the Mortgagee's, or other holder of this Mortgage, consent in writing or should the Mortgagor, or any one or more of the Mortgagor group, if more than one, be declared insolvent or bankrupt, then the balance then due or to become due on said principal indebtedness shall, at the option of the Mortgagee, become due and payable and constitute a ground of foreclosure if not paid on demand;

4. At the option of the Mortgagee, the entire indebtedness then unpaid and secured hereby shall become due and payable after a default in the payment of any monthly installment of principal or interest, as herein provided, shall continue for thirty (30) days, or after default, in the performance of any of the covenants or conditions hereof shall have continued for thirty (30) days;

5. The Mortgagee, at Mortgagee's election, may sell the property hereinabove described at the foreclosure sale, subject to one or more of the tenancies entered into subsequent to the recording of the mortgage, provided such fact is disclosed in the advertisement of the sale;

6. Should any portion of the above described property, or an easement appurtenant thereto, be condemned or taken under eminent domain, all or such part of any award or proceeds, as Mortgagee shall be entitled to receive in payment of the balance due on principal and interest and shall declare the same in writing, is, by this instrument assigned by Mortgagor to Mortgagee for payment of the said principal and interest due on said mortgage indebtedness, and Mortgagee is hereby authorized to give receipts and releases therefor; and

7. Until default is made, the said Mortgagor may retain possession of the hereby mortgaged property.

8. Each of the parties hereto, Mortgagor and Mortgagee, shall promptly advise the other of any change in the address of either.

THE Mortgagor warrants specially the property hereby mortgaged and will execute such further assurances of the same as may be requisite.

Whenever used herein, the words "Mortgagor" and "Mortgagee" shall include the heirs, personal representatives and/or assigns of the Mortgagor or Mortgagors, or Mortgagee or Mortgagees, and the successors and/or assigns of the Mortgagee or Mortgagees. The use of any gender shall be applicable to all genders and "Mortgagee" shall include any payee of the indebtedness hereby secured, or any transferee thereof whether by operation of law or otherwise. The use of the singular shall include the plural, and the plural the singular.

THE Mortgagor by execution of this instrument certifies that, prior to such execution, he has received a fully executed agreement as to the contractual rate of interest, and a loan disclosure statement in connection with this loan as required by Commercial Law Article of the Annotated Code of Maryland, Section 12 (Acts of 1975, Chapter 49); and the parties agree that the provisions of Section 12 of the Commercial Law Article of the Annotated Code of Maryland, as to delinquent or late payment charges and prepayment terms, are made a part of this Mortgage agreement, unless other provisions regarding the same are specifically set out herein.

WITNESS the hands and seals of said Mortgagors.

WITNESS:

_____ _____ (SEAL)
Frederick J. Tana

_____ _____ (SEAL)
Thomas J. Tana

(ACKNOWLEDGMENT ON FOLLOWING PAGE)

_____ (SEAL)
Margaret Tana

_____ (SEAL)
Doris J. Tana

LIBER 13 PAGE 734

LIBER 144 PAGE 198

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY that on this 1st day of December, 19 78 before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Frederick J. Tana, Doris J. Tana, Thomas J. Tana and Margaret Tana

known to me, or satisfactorily proven, 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.

At the same time also appeared Lawrence B. Goldstein

and made oath in due form of law that he is the agent of the party/parties secured by the aforegoing mortgage, that the consideration set forth in the aforegoing mortgage is true and bona fide as therein set forth; and that the amount of the loan which the aforegoing mortgage has been given to secure was paid over and disbursed by the party secured by the mortgage, to either the borrower or the person responsible for disbursement of funds in the closing transaction, or their respective agent, at a time no later than the execution and delivery of the mortgage by the borrower.

AS WITNESS my hand and notarial seal.

My commission expires: 7/1/82

Notary Public

NOTARY PUBLIC ANNE ARUNDEL CO., MD.

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

Attorney

E-118—1M—9-77.

HOPKINS SAVINGS AND LOAN ASSOCIATION

VS.

FREDERICK J. TANA, THOMAS J. TANA, DORIS J. TANA AND MARGARET TANA

IN THE

Queen Anne's
~~Baltimore~~ Circuit Court for ~~XXXXXX~~ County

IN EQUITY

#6889

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of HOPKINS SAVNINGS AND LOAN ASSOCIATION

under the mortgage from Thomas J. Tana, Frederick J. Tana, Doris J. Tana and Margaret Tana

to Hopkins Savings and Loan Association

dated the 1st day of December, 19 78, and recorded among the Land Records of ~~Baltimore~~ Queen Anne's ~~XXXXXX~~ County in Liber MWM No. 144 Folio 195

Principal Balance	$8,154.54
Interest from 10/1/80 to 5/1/81 (7 months)	570.81
Late Fee	43.04
TOTAL DUE:	$8,768.39

STATE OF MARYLAND, COUNTY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this day of April in the year nineteen hundred and eighty one, before me, the subscriber a Notary Public of the State of Maryland, in and for said County of Baltimore, personally appeared Burton Rosen, President

the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

My Commission Expires: 7/1/82

LIBER 13 PAGE 735

LIBER 13 PAGE 736

HOPKINS SAVINGS AND LOAN ASSOCIATION

Plaintiff

VS.

FREDERICK J. TANA, DORIS J. TANA, THOMAS J. TANA and MARGARET TANA

Defendant

IN THE CIRCUIT COURT FOR Queen Anne's ~~BALTIMORE~~ COUNTY

#6889

Docket No. _____ Folio _____

NON - MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, Queen Anne's ~~BALTIMORE~~ COUNTY (CITY), To Wit:

I HEREBY CERTIFY, that on the 30th day of April, 19 81, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County (City) personally appeared Alvin M. Lapidus

and made oath, in due form of law, that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief:

(1) Said Defendant is not in the Military Service of the United States of America;

(2) Said Defendant is not in the Military Service of any Nation allied with the United States of America;

(3) Said Defendant has not been ordered to report for induction under the Selective Training and Service Act;

(4) Said Defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for Military Service.

PAULINE L. KRAM NOTARY PUBLIC CARROLL CO., MD.

Pauline L. Kram
Notary Public

Alvin Lapidus
Alvin M. Lapidus Affiant

E-117—2M—3-76.

Decree in Circuit Court for ~~Baltimore~~ Queen Anne's County

HOPKINS SAVINGS AND LOAN ASSOCIATION

Vs.

FREDERICK J. TANA,
THOMAS J. TANA, DORIS J. TANA
and MARGARET TANA

DOCKET _____ FOLIO _____

CASE NO. _____

FILED _____

IN THE

CIRCUIT COURT

FOR Queen Anne's ~~BALTIMORE~~ COUNTY

_____ TERM, 19__

DECREE FOR SALE OF MORTGAGED PREMISES

The Petition and Exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It Is Thereupon, This _____ day of May, in the year nineteen hundred and eighty-one, by the Circuit Court of ~~Baltimore~~ Queen Anne's County, ADJUDGED, ORDERED AND DECREED, that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Alvin M. Lapidus be and he is hereby appointed Trustee to make said sale, and that the course and manner of the proceedings shall be as follows: he shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof in the penalty of $15,000.00 Dollars, conditioned for the faithful performance of the trust reposed by this decree, or to be reposed by any future Decree or Order in the premises. The Trustee shall then proceed to make the said sale, having given notice by advertisement inserted in such weekly newspaper or newspapers published in the County of ~~Baltimore~~ Queen Anne's County, at least once in each week for three successive weeks, the first such publication to be not less than fifteen days prior to sale and the last such publication to be not more than one week prior to sale, [Md. Rule W 74-2 (i)], of the time, place, manner and terms of sale, which shall be cash, deposit of $2,000.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of the proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, the property and estate sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

_____
JUDGE

CCC:mfe:5/20/81

LIBER 13 PAGE 738

HOPKINS SAVINGS AND LOAN ASSOCIATION	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY,
vs.	:	SITTING IN EQUITY
FREDERICK J. TANA, THOMAS J. TANA, DORIS J. TANA and MARGARET TANA	:	NO. 6889
	:	

DECREE FOR SALE OF MORTGAGED PREMISES

The Petition, Exhibit, Military Affidavit and Statement of Mortgage Debt in the above cause having been submitted, the proceedings therein were by the Court read and considered;

It Is Thereupon, this 20th day of May, in the year nineteen hundred and eighty-one, by the Circuit Court for Queen Anne's County, Sitting in Equity, ADJUDGED, ORDERED and DECREED, that the mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forefeiture of said mortgage; that Alvin M. Lapidus be and he is hereby appointed Trustee to make said sale, and that the course and manner of the proceedings shall be as follows: (1) before making a sale of the mortgaged property, (a) he shall file with the Clerk of this Court, a bond to the State of Maryland, approved pursuant to Md. Rule H 2, to abide by any court order which may be made in relation to the sale of the mortgaged property, or the proceeds thereof, and (b) he shall give notice of the time, place and terms thereof by advertisement pursuant to Md. Rule W 74 2 (b); (2) as soon as practicable after any such sale, and in no event more than 30 days after the date thereof, the Trustee shall render to this Court a full and particular account of the proceedings relative to the sale, with an affidavit of the fairness of the sale and of the truth of the report annexed thereto; (3) after complying with Md. Rule BR 6 b. 3. and obtaining the Court's ratification of the sale, and

CLERK OF CIRCUIT COURT
1981 MAY 21 AM 10 36
QUEEN ANNE'S COUNTY

on payment of the whole purchase money, and not before, the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, the property and estate sold, free, clear and discharged from all claim of the parties hereto and those claiming by, from or under them, or either of them; and (4) the said Trustee shall bring into this court the money arising from said sale, to be distributed under the direction of this Court, after the papers in the proceeding have been referred to the Auditor of this Court to state an account, pursuant to Md. Rules W 74 e. and BR 6 b. 5.

Judge

LIBER 13 PAGE 740

FIREMAN'S FUND INSURANCE COMPANIES

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

Bond No. 256 03 62

MORTGAGEES OR TRUSTEES BOND

Equity #6889

KNOW ALL MEN BY THESE PRESENTS, THAT we, Alvin M Lapidus, 201 Hilton Inn Plaza, Baltimore, Maryland 21208

as principal, and the Fireman's Fund Insurance Company, a body corporate, duly incorporated under the laws of the State of California, as surety, are held and firmly bound unto the STATE OF MARYLAND, in the full and just sum of Twenty Thousand dollars and 00/100 - - - - - - ($ 20,000.00) 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 22nd. day of June, in the year of our Lord eighty-one.

WHEREAS, the above bounden Alvin M Lapidus

by virtue of the power contained in a mortgage - deed of trust from Frederick J. Tana, Thomas J Tana, Doris J, Tana, Margaret Tana to Hopkins Savings and Loan Association Inc.

bearing date the 1st day of December, 1978

and recorded among the Land Records of Queen Annes County

in Liber No. ....., Folio ..... and .....

Case # 6889

is about to sell the land and premises described in said mortgage - deed of trust, 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 Alvin M Lapidus

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

IN TESTIMONY WHEREOF, the above bounden Alvin M Lapidus

has - have hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney-in-fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of

Alvin M Lapidus (SEAL)

(SEAL)

As to Surety E: Ramona A. Herron

Fireman's Fund Insurance Company
NAME OF COMPANY

by Charles H. Cover
Attorney-in-fact

360404-11-67

6-26-81

LIBER 3 PAGE 115

GENERAL POWER OF ATTORNEY

FIREMAN'S FUND INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That FIREMAN'S FUND INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of California, and having its principal office in the City and County of San Francisco, in said State, has made, constituted and appointed, and does by these presents make, constitute and appoint

CHARLES H. COVER, DON W. ROGERS, THOMAS D. PHELAN and FRANK G. FIELDING
jointly or severally

BALTIMORE, MD

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof ----------

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VIII, Section 30 and 31 of By-laws of FIREMAN'S FUND INSURANCE COMPANY now in full force and effect.

"Article VIII. *Appointment and Authority of Resident Assistant Secretaries, and Attorney-in-Fact and Agents to accept Legal Process and Make Appearances.*

Section 30. *Appointment.* The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 31. *Authority.* The Authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of FIREMAN'S FUND INSURANCE COMPANY at a meeting duly called and held on the 15th day of July, 1966, and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, FIREMAN'S FUND INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 5th day of December, 19 78

FIREMAN'S FUND INSURANCE COMPANY

By [signature]
Vice-President

STATE OF CALIFORNIA,
CITY AND COUNTY OF SAN FRANCISCO } ss.

On this 5th day of December, 19 78, before me personally came William W. Lauber to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of FIREMAN'S FUND INSURANCE 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; 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.

OFFICIAL SEAL
[illegible]
[illegible] - CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
My Commission Expires Nov. 17, 1980

[signature]
Notary Public

CERTIFICATE

STATE OF CALIFORNIA,
CITY AND COUNTY OF SAN FRANCISCO } ss.

I, the undersigned, Resident Assistant Secretary of FIREMAN'S FUND INSURANCE COMPANY, a CALIFORNIA 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 VIII, Sections 30 and 31 of the By-laws of the Corporation, and the Resolution of the Board of Directors; set forth in the Power of Attorney, are now in force.

Signed and sealed at the City and County of San Francisco. Dated the 22nd day of June, 19 81

[signature]
D. S. SNYDER Resident Assistant Secretary

LIBER 13 PAGE 741

E-123—1M—2-77.

LIBER 13 PAGE 742

REPORT OF SALE

HOPKINS SAVINGS AND LOAN ASSOCIATION

VS.

FREDERICK J. TANA, THOMAS J. TANA, DORIS J. TANA and MARGARET TANA

—IN THE—

CIRCUIT COURT

—FOR—

QUEEN ANNE'S COUNTY

No. 6889

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY:

The Report of Sale of Alvin M. Lapidus Trustee appointed by the decree in the above entitled cause to make sale of Lot 21, Governors Way South, Governor Grason Manor, Bennetts Point, Queen Anne's County, Maryland in the proceedings in said cause mentioned respectfully shows, that the after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in Queen Anne Record Observer newspaper, published in Queen Anne's County for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Tuesday the 21st day of July, 19 81, at 12:00 o'clock, P. M., attend on the premises and then and there sold unto Thomas J. Tana at and for the price of Eleven Thousand and 00/100 Dollars ($11,000.00).

CLERK
1981 JUL 31 AM 10:24
QUEEN ANNE'S COUNTY

ALVIN M. LAPIDUS, Trustee.

State of Maryland, County of Baltimore, Sct.

I Hereby Certify, that on this 29th day of July, 19 81, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Alvin M. Lapidus Trustee and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

NOTARY PUBLIC

J. P.

HOPKINS SAVINGS AND LOAN ASSOCIATION	*	IN THE
v.	*	CIRCUIT COURT
FREDERICK J. TANA, THOMAS J. TANA, DORIS J. TANA and MARGARET TANA	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY No. 6889

* * * * * * * * * * *

CERTIFICATE OF COMPLIANCE

The undersigned Trustee certifies that he has complied with Rule W74 a-2(c) having mailed a notice to mortgagor by certified mail, to the mortgagor's last known address, indicating the time, place and terms of the sale.

Respectfully submitted

Alvin M. Lapidus
Suite 201 Hilton Plaza
Pikesville, Maryland 21208
484-3100

Subscribed and sworn to before me this 29th day of July 1981.

NOTARY PUBLIC

NOTARY PUBLIC

CLERK'S OFFICE
1981 JUL 31 AM 10: 24
QUEEN ANNE'S COUNTY

AUCTIONEER'S AFFIDAVIT

IN THE MATTER OF: Sale, Lot 21, Governors Way South, Governor Grason Manor, Bennetts Point, Queen Anne's County, Maryland

STATE OF MARYLAND: Baltimore City : SS:

We, the undersigned, do hereby certify that the annexed bill or statement of the fees and sums due us, set forth in detail, all and singular of the fees and sums due us, and that we have not paid or will not pay, directly or indirectly anything of value to anyone for aiding or employing us to make the sale for which the annexed bill or statement was rendered, and that no payment has been made by us, or will be made by us in connection with such sale, except those set forth in detail in our said bill or statement.

1981 JUL 31 AM 9:25
CLERK OF THE CIRCUIT COURT
QUEEN ANNE'S COUNTY

MICHAEL FOX AUCTIONEERS, INC.

By William Z. Fox
William Z. Fox, CAI
Auctioneer

Subscribed and sworn to before me, a Notary Public in and for the City of Baltimore, by William Z. Fox, this 22nd day of July, 1981.

Maria M. Boller
Notary Public
Maria M. Boller

MARIA M. BOLLER
NOTARY PUBLIC
BALTIMORE CITY, MD.

PURCHASER'S AFFIDAVIT

STATE OF MARYLAND

COUNTY/~~XXXXXXX~~ Queen Anne :

I HEREBY CERTIFY, that on this 21st day of July, 19 81, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Thomas J. Tava purchaser at the public auction sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal ~~/agent for~~ _____, and that he has not directly or indirectly discouraged anyone from bidding for the said property known as Lot 21, Governor's Way South, Governor Grason Manor, Bennets Point.

Thomas J. Tava
PURCHASER

William Z. Fox
NOTARY PUBLIC
William Z. Fox, CAL

WILLIAM Z. FOX NOTARY PUBLIC

1981 JUL 31 AM 10: 25
QUEEN ANNE'S COUNTY

LIBER 13 PAGE 745

LIBER 13 PAGE 746

Michael Fox Auctioneers, inc.

Suite 1915 • Charles Center South • 301 / 332-1333
36 South Charles Street • Baltimore, Maryland 21201

№ 10794

July 22, 1981

Alvin M. Lapidus, Trustee
Lapidus & Lapidus
Suite 201
Hilton Plaza
Baltimore, Maryland 21208

RE: Sale, Lot 21, Governors Way South, Governor Grason Manor, Bennetts Point, Maryland

Total Deposit			$2,000	00
Queen Anne's Record Observer advertising	$ 216	73		
Sunpaper advertising	161	88		
Commission	385	00	763	61
Balance of Proceeds - Check Enclosed			$1,236	39

Auctioneers Association of Maryland, Inc.

ORDER NISI ON SALE

HOPKINS SAVINGS AND LOAN ASSOCIATION vs. FREDERICK J. TANA, THOMAS H. TANA, DORIS J. TANA and MARGARET TANA	In the Circuit Court for Queen Anne's County In Equity Cause No. 6889

ORDERED, this 31st day of July, 1981, that the sale of the real property, made and reported in this cause by Alvin M. Zepiduo, Trustee, be ratified and confirmed, on or after the 31st day of August, 1981, 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 August, 1981.

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

Marguerite H. Mankin Clerk

Filed July 31, 1981

REPLY MESSAGE LIBER 13 FOLIO 748

This form available from Gray[illegible] Co., Inc., A Subsidiary of Dictaphone Corporation, 882 [illegible]rd Ave., Brooklyn, N. Y. 11232

TO Clerk of the Circuit Court
Court House
Centreville, Maryland 21617

FROM LAPIDUS & LAPIDUS
Attorneys at Law
HILTON INN PLAZA - SUITE 201
REISTERSTOWN ROAD AT THE BELTWAY
BALTIMORE, MD. 21208
Phone 484-3100

SUBJECT: Hopkins v. Tana Case No. 6889 DATE: 9/3/81

FOLD

Dear Madam Clerk:

Enclosed herewith please find the Final Order of Ratification with regard to the above-captioned foreclosure case which was to be ratified and confirmed on August 31, 1981.

Denise L. Rush

PLEASE REPLY TO → SIGNED Denise L. Rush

RECEIVED
CLERK OF CIRCUIT COURT
1981 SEP -4 AM 9:29
QUEEN ANNE'S COUNTY

REPLY

DATE: SIGNED

GRAYARC CO., INC., BROOKLYN, N. Y. 11232

THIS COPY FOR PERSON ADDRESSED

Centreville, Md. 8-20 19 81

We Hereby Certify

That the annexed advertisement of

ORDER OF 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 31st day of August 19 81. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 5th day of August 19 81, and the last insertion on the 19th day of August 19 81.

Publishers, Record Observer

Per Margie Freeman

ORDER NISI
ON SALE
HOPKINS SAVINGS
AND LOAN
ASSOCIATION
vs.
FREDERICK J. TANA,
THOMAS H. TANA,
DORIS J. TANA and
MARGARET TANA
In the Circuit Court for
Queen Anne's County
In Equity
Cause No. 9039

ORDERED, this 31st day of July, 1981, that the sale of the real property, made and reported in this cause by Alvin M. Lapidus, Trustee, be ratified and confirmed, on or after the 31st day of August, 1981 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 August, 1981.

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 July 31, 1981.

RO-8-6-3t-05

RECEIVED
CLERK, CIRCUIT COURT
1981 SEP 10 AM 11:37

LIBER 13 PAGE 749

REPLY MESSAGE LIBFF 13 Alt. 750

This form available from Grayarc Co., Inc., A Subsidiary of Dictaphone Corporation, 592 Third Ave., Brooklyn, N. Y. 11232

TO Clerk of the Circuit Court
Court House
Centreville, Maryland 21617

FROM LAPIDUS & LAPIDUS
Attorneys at Law
HILTON INN PLAZA - SUITE 201
REISTERSTOWN ROAD AT THE BELTWAY
BALTIMORE, MD. 21208
Phone 484-3100

SUBJECT: Hopkins v. Tana Equity No. 6889 DATE: 9/18/81

FOLD

Dear Ms. Comegys:

Per your note dated September 17, 1981, I have enclosed herewith a new Certificate of Compliance in accordance with Judge Carter's memo regarding the above-captioned foreclosure case.

PLEASE REPLY TO → SIGNED Denise L. Rush

REPLY

DATE: SIGNED

GRAYARC CO., INC., BROOKLYN, N. Y. 11232

THIS COPY FOR PERSON ADDRESSED

HOPKINS SAVINGS AND LOAN ASSOCIATION	*	IN THE
vs.	*	CIRCUIT COURT FOR
FREDERICK J. TANA,	*	QUEEN ANNE'S COUNTY
THOMAS H. TANA, DORIS J. TANA and	*	IN EQUITY
MARGARET TANA	*	Case No. 6889

* * * * * * * * * * *

CERTIFICATE OF COMPLIANCE

The undersigned Trustee certifies that he has complied with Rule W74a-2(c) having mailed a notice by certified mail to mortgagors who are the present record owners of the property, to the mortgagors' last known address, indicating the time, place and terms of the sale. There are no recorded subordinate mortgages or other recorded subordinate interests in the property.

Respectfully submitted,

Alvin M. Lapidus
Suite 201, Hilton Plaza
Pikesville, Maryland 21208
484-3100

Subscribed and sworn to before me this 18th day of September, 1981.

Notary Public

NOTARY PUBLIC

RECEIVED
CLERK, CIRCUIT COURT
1981 SEP 21 AM 9:40
QUEEN ANNE'S COUNTY

HOPKINS SAVINGS AND LOAN ASSOCIATION	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
FREDERICK J. TANA, THOMAS H. TANA, DORIS J. TANA and MARGARET TANA	*	Case No. 6889

* * * * * * * * * * *

FINAL ORDER OF RATIFICATION ON TRUSTEE'S REPORT OF SALE

ORDERED BY THE COURT, This 21st day of September September, 1981, that the trustee's sale made and reported by the Trustee, Alvin M. Lapidus, be and the same is hereby finally Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Taylor C. Carter

FILED
SEP 21 1981
CIRCUIT COURT
QUEEN ANNE'S CO.

REPLY MESSAGE

This form available from Grayarc Co., Inc., A Subsidiary of Dictaphone Corporation, 882 3rd Ave., Brooklyn, N. Y. 11232

TO
Clerk of the Circuit Court
Court House
Centreville, Maryland 21617

FROM
LAPIDUS & LAPIDUS
Attorneys at Law
HILTON INN PLAZA - SUITE 201
REISTERSTOWN ROAD AT THE BELTWAY
BALTIMORE, MD. 21208
Phone 484-3100

SUBJECT: Hopkins v. Tana Equity No. 6889 DATE: 9/25/81

FOLD

Dear Ms. Comegys:

Enclosed please find the certificate of publication for the advertisement of sale in the above-captioned foreclosure case which is to be filed.

PLEASE REPLY TO → SIGNED Denise L. Rush

REPLY

DATE: SIGNED

GRAYARC CO., INC., BROOKLYN, N. Y. 11232

LIBER 13 PAGE 753
THIS COPY FOR PERSON ADDRESSED

LIBER 13 PAGE 754

Centreville, Md. 8-3 19 81

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 3 successive weeks before the 21st day of July 19 81. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 1st day of July 19 81, and the last insertion on the 15th day of July 19 81.

Publishers, Record Observer

Per Marjorie Freeman

RECEIVED
CLERK, CIRCUIT COURT
1981 SEP 28 AM 9:37

Lapidus & Lapidus, Attorneys
Suite 01 Hilton Plaza
Baltimore, Maryland 21206

Trustee's Sale
Highly Valuable Fee Simple Unimproved Building Lot

Lot 21, Governors Way South
Governor Grason Manor
Bennetts Point, Md.

By virtue of a Decree of the Circuit Court for Queen Anne's County, Equity No. 6889, the undersigned Trustee will offer for sale at public auction, on the premises,

Tues., July 21, 1981
At 12:00 Noon

All that lot of ground situate and lying in Queen Anne's County, State of Maryland and described as follows:

All that lot or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, and being more particularly shown and described as Lot No. 21, as set out on a plat entitled, "Plat One, Governor Grason Manor, part of the lands of Wye River Farms, Inc., Fifth Election District, Queen Anne's County, Maryland" dated July, 1972, prepared by J.R. McCrone, Jr., Inc., registered professional engineers and surveyors, and recorded on July 27, 1972, among the Land Records of Queen Anne's County, Maryland, in Liber W.C.W. No. 65, folio 727, and in Plat book C.W.C. No. 1, folio 29, to which said plat reference is hereby made for a particular description of the lots of land hereby conveyed by metes and bounds, courses and distances.

Valuable unimproved building lot. In fee simple.

TERMS OF SALE: A deposit of $2,000.00, cash or certified check, will be required of the purchaser at time and place of sale. Balance due in cash upon final ratification of the sale by the Circuit Court for Queen Anne's County. Interest to be charged on unpaid purchase money, at the rate of the mortgage, from date of sale to date of settlement. Taxes, water rent to be adjusted to date of sale. All other such public charges and assessments including sanitary and/or metropolitan district charges to be adjusted for the current year to day of sale and assumed thereafter by the purchaser. Cost of all documentary stamps and transfer taxes to be paid by the purchaser.

Alvin M. Lapidus, Trustee
Michael Fox Auctioneers, Inc.
Suite 1915-Charles Center South
36 South Charles Street
Baltimore, Maryland 21201
(301) 332-1333

RO-7-1-3t-04

E-118—1M—9-77.

HOPKINS SAVINGS AND LOAN ASSOCIATION

vs.

FREDERICK J. TANA, THOMAS J. TANA, DORIS J. TANA and MARGARET TANA

IN THE

Circuit Court for QUEEN ANNE'S COUNTY

IN EQUITY

Equity No. 6889

AMENDED STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Alvin M. Lapidus, Trustee

under the mortgage from Frederick J. Tana, Thomas J. Tana, Doris J. Tana and Margaret Tana

to Hopkins Savings and Loan Association

dated the 1st day of December, 1978, and recorded among the Land Records of ~~Baltimore County~~ Queen Anne's County in Liber MWM No. 144 Folio 195

Principal Balance	$8,033.22
Interest from 10/1/80 to 10/23/81	704.28
Late Charges (7) $7.17 each	50.19
	$8,787.69
Less Expense Account	306.24
TOTAL DUE:	$8,481.45

STATE OF MARYLAND, COUNTY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 30th day of October in the year nineteen hundred and eighty-one, before me, the subscriber a Notary Public of the State of Maryland, in and for said County of Baltimore, personally appeared Alvin M. Lapidus, Trustee

~~the plaintiff~~ in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

RECEIVED
CLERK, CIRCUIT COURT
1981 NOV -3 AM 10: 26
QUEEN ANNE'S COUNTY

DENISE L. PUSH NOTARY PUBLIC CITY OF BALTIMORE

LIBER 13 PAGE 755

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

HOPKINS SAVINGS AND LOAN
ASSOCIATION

v. CHANCERY NO. 6889

FREDERICK J. TANA
THOMAS H. TANA
DORIS J. TANA
MARGARET TANA

: : : : :

ACCOUNT OF AUDITOR
AND PROPOSED DISTRIBUTION

PROCEEDS OF FORECLOSURE SALE				
Sale Price			$ 11,000.00	
Interest on $ 9,000.00 @12.00% from 7/21 to 10/23 94 days @ $ 3 per day			282.00	
Adjustments to Sale Price Real Property taxes			10.80-	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION				$ 11,271.20
COMMISSIONS, payable to Trustee			$ 700.00	
ATTORNEY FEE, per Mortgage			100.00	
EXPENSES OF SALE				
Court costs	$	147.00		
Advertising				
Notice of Sale		378.61		
Report of Sale		45.06		
Bond premium		80.00		
Auctioneer's fee		27.50		
Certified mail		3.06	681.23	
AUDITOR'S FEE AND COSTS				
Fee for audit	$	45.00		
Postage & xerox		1.70	46.70	1,527.93-
AVAILABLE FOR DISTRIBUTION				$ 9,743.27
INDEBTEDNESS under Mortgage				
Principal, per Statement of Debt			$ 8,033.32	
Interest @12.00% ($ 2.68 per day)				
2/1 to 7/21 (170 days)			455.60 *	
7/21 to 9/19 (60 days)			160.80	
Late Charges			50.19	
Expense a/c			306.24-	
TOTAL OWED under Mortgage -- to be distributed to Lender				$ 8,393.67-
NET -- to be distributed to Borrowers				1,349.60-
TOTAL DISTRIBUTION				$ 9,743.27-

* The Fiduciary has indicated that the date of "10/1/80" on the Amended Statement of Mortgage Debt should be 2/1/81.

NOTICE

The attached Account was filed on the 10th day of November, 1981. Exceptions to the Account must be filed within fifteen (15) days of that date. If no exceptions are filed wihin that fifteen (15) day period, the Account may thereupon be ratified.

CERTIFICATE OF AUDITOR

I hereby certify that I have examined the suggested Account, together with the receipts, vouchers, statements, suggested distribution and affidavit submitted by the Fiduciary in Chancery Cause #6889. On the basis of the facts which appear upon the face of the proceedings and proofs submitted to me, it is my opinion that the claims set forth in the foregoing Auditor's Account have been established and are properly allowable by law in the amounts there set forth. I further certify that on the 10th day of November, 1981, copies of the Auditor's Account and Notice, conforming to the requirements of Maryland Rule 595 g and Second Circuit Rule 12 d, were mailed to the following persons:

Frederick J. Tana
3294 Solomons Island Road
Edgewater, Maryland 21737

Doris J. Tana
3294 Solomons Island Road
Edgewater, Maryland 21737

Thomas J. Tana
2313 Searles Road
Baltimore, Maryland 21222

Margaret Tana
2313 Searles Road
Baltimore, Maryland 21222

Alvin M. Lapidus, Esquire
Suite 201 Hilton Plaza
Reisterstown Road at The Beltway
Baltimore, Maryland 21208

John W. Sause, Jr.
Auditor

RECEIVED
CLERK, CIRCUIT COURT
1981 NOV 10 PM 3:11
QUEEN ANNE'S COUNTY

HOPKINS SAVINGS AND LOAN ASSOCIATION	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY,
	*	IN EQUITY
vs.	*	No. 6889
FREDERICK J. TANA, et al.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 10th day of November, 19 81, that the report and account filed in these proceedings by John W. Sause, Jr., Auditor, be ratified on or after the 27th day of November, 19 81, 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 10, 1981

The Second Judicial Circuit of Maryland

CENTREVILLE, MARYLAND 21617

CLAYTON C. CARTER, ASSOCIATE JUDGE

LIBER 13 PAGE 759

RETURNED TO SENDER

NOT DELIVERABLE AS ADDRESSED - UNABLE TO FORWARD

CENTREVILLE MD. NOV - 1 81

U.S. POSTAGE 0.20

PB MT 1154064

Frederick J. Tana
3294 Solomons Island Road
Edgewater, Maryland ~~21737~~

21037

The Second Judicial Circuit of Maryland

CENTREVILLE, MARYLAND 21617

CLAYTON C. CARTER, ASSOCIATE JUDGE

CENTREVILLE MD. NOV-9-81

U.S. POSTAGE 0.20

PB METER 1154064

RETURNED TO SENDER

NOT DELIVERABLE AS ADDRESSED - UNABLE TO FORWARD

Doris J. Tana
3294 Solomons Island Road
Edgewater, Maryland ~~21737~~
21037

LIBER 13 PAGE 760

HOPKINS SAVINGS AND LOAN ASSOCIATION	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6889
	*	
FREDERICK J. TANA, et al.	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 27th day of November, 19 81, by the Court that the account of the Auditor is finally ratified and confirmed, and Alvin M. Lapidus, ~~Auditor~~ Trustee, is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Marguerite H. Mackie Clerk

Filed November 27, 1981

PETITION FOR FORECLOSURE

THE EQUITABLE TRUST COMPANY 100 S. Charles Street Baltimore, Maryland 21202 a Maryland banking corporation Plaintiff v. JEAN HELEN GRAHAM Rt.1, Box 693A Stevensville, Maryland 21666 Defendant	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY Equity #6764 OCT 17-80 * 26078 *****70 00 OCT 17-80 A 926078 *****10 00 OCT 17-80 A 926077 *****60 00

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

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 19th day of October A.D. 1978, the defendant executed and delivered to The Equitable Trust Company a mortgage upon certain real property in Queen Anne's County, therein described, to secure the payment of the mortgage debt of $25,000.00 and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

And said mortgage is now in default.

And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

J. Richard O'Connell

J. Richard O'Connell
10 Light Street, Suite 1000
Baltimore, Maryland 21202
727-6464

Attorney for Plaintiff

CLERK'S OFFICE
1980 OCT 17 AM 9 27
QUEEN ANNE'S COUNTY

DOCUMENT NO. 95,466 LIBER 142 PAGE 252

RESIDENTIAL LOAN

13723

PETITIONER'S EXHIBIT NO. 1

PARTIAL PURCHASE MONEY FOR $7,000.00

This Mortgage made this 19th day of October in the year One Thousand Nine Hundred and seventy-eight between JEAN HELEN GRAHAM, ---.

(hereinafter collectively sometimes called the "Mortgagor") and THE EQUITABLE TRUST COMPANY, a corporation duly incorporated and existing under the laws of the State of Maryland (hereinafter sometimes called the "Mortgagee").

WHEREAS, the Mortgagor stands bona fida indebted unto the Mortgagee in the full and just principal sum of TWENTY-FIVE THOUSAND----------Dollars ($ 25,000.00) for money this day loaned by the Mortgagee unto the Mortgagor evidenced by and payable with interest as provided in a Note of even date herewith, the unpaid balance with interest accrued thereon (hereinafter referred to as the "Mortgage Debt") being due --February 19, 1999-- , which principal sum having been used as a portion of the purchase price for the property hereinafter described;

WHEREAS, it was a condition precedent to the making of such loan that the repayment thereof, with interest, should be secured by the execution of this Mortgage;

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the Mortgagor grants, assigns and conveys unto the Mortgagee, its successors and assigns, all that lot or lots of ground situate in the County of Queen Anne's , State of Maryland, hereinafter referred to as the Mortgaged Property, and described as follows:

ALL that lot or parcel of land situate, lying and being on Kent Island, Fourth Election District of Queen Anne's County, State of Maryland, set forth and shown on a plat entitled "Romancoke on the Bay" by William D. Purdum, registered surveyor, dated the 15th day of August, 1952, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 6 folio 330, said lot being known and designated thereon as Lot No. 25, Block D, Section 1, Romancoke on the Bay.

BEING the same property granted and conveyed from Mary C. Bannon, Personal Representative of the Estate of Katherine Millionie, deceased, unto Jean Helen Graham, by deed dated October 19, 1978, and recorded or intended to be recorded among the Land Records of Queen Anne's County prior hereto.

SUBJECT, to restrictions, covenants and conditions in a deed from Chester Beach, Inc. to Robert F. Podlich, dated the 8th day of September, 1952, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 6 folio 323; an amendment dated October 29, 1952, recorded as aforesaid in Liber T.S.P. No. 7 folio 300; further amended on June 3, 1954, recorded in Liber T.S.P. No. 16 folio 278.

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1978 OCT 19 PM 3:25
QUEEN ANNE'S COUNTY

OCT 19-78 * 21245 *****73.40
OCT 19-78 A 21245 *****59.40
OCT 19-78 A 21244 *****14.00

LIBER 13 PAGE 763

FORM NO. 3016 REV. 8/76

Together with the buildings and improvements on the Mortgaged Property and the rights, roads, alleys, ways, waters, privileges, fixtures, appurtenances and advantages thereto belonging or in anywise appertaining, and including any right, title, interest and estate hereafter acquired by the Mortgagors in the property granted herein.

ALSO TOGETHER with and including, but not limited to, as part of the building and improvements erected on the aforesaid lot or lots of ground all building materials and other chattels on the premises intended to be incorporated in the improvements thereon, and all fixtures, equipment, accessories and furniture which is attached to or affixed to the buildings and improvements, including kitchen cabinets, hot water heaters, gas and electric ranges, laundry equipment and tubs, medicine cabinets, lighting fixtures, heating plant, air-conditioning equipment, piping, tubing, duct work, radiators, storm windows, storm doors, screens, screen doors, window shades and awnings, all of which fixtures, accessories and equipment now on or hereafter placed upon the lot or lots of ground are hereby declared to be by the Mortgagors fixtures and permanent additions to the realty and intended to be included as part of the lot or lots of ground hereby mortgaged.

This Mortgage shall also secure future advances as provided in Section 7-102 of Chapter 12 of the Laws of Maryland, 1974, with all additions or amendments thereto.

TO HAVE AND TO HOLD the Mortgaged Property with the improvements, appurtenances, fixtures and permanent additions as aforesaid unto the Mortgagee, its successors and assigns, in fee simple.

Provided that if the Mortgage Debt as aforesaid, and all other charges covered hereby, shall be paid to the Mortgagee by the Mortgagor when due, and if all of the covenants herein mentioned shall be performed, then this Mortgage shall be null and void.

But upon any default being made in the payment of the Mortgage Debt, the payment of any total monthly payment, or the payment of the other charges covered hereby, in whole or in part, when due, or upon any default being made in any other covenant or condition of this Mortgage, then the whole Mortgage Debt hereby secured shall thereupon be deemed due and payable forthwith at the election of the Mortgagee; and it is covenanted that until such default as aforesaid (but not thereafter), the Mortgagor shall have possession of the Mortgaged Property.

AND the Mortgagor does hereby covenant with the Mortgagee as follows: (1) To pay the Mortgage Debt and interest thereon according to the terms and conditions of the Note and any amendment, substitution, extension or renewal thereof, and to pay, when due, all ground rents, taxes, condominium fees, water rents, assessments, public and other dues and charges levied or assessed or which may be levied or assessed on the property, and on the Mortgage Debt and interest, and upon payment thereof (unless paid by the Mortgagee from funds deposited with it by the Mortgagors) to exhibit to the Mortgagee within thirty (30) days after each of the above items is legally due the receipted bills therefor at the place of business of the Mortgagee, or at such other place as directed by Mortgagee in writing; and not permit any lien or encumbrance on the property superior to the lien of this Mortgage or statutory lien of any kind except liens for taxes and special assessments not then delinquent; (2) To pay monthly, upon request of the Mortgagee, in addition to payments of principal and interest as provided in the Note, a sum equal to 1/12th of the annual ground rent, if any, taxes, insurance premiums on the property and mortgage insurance premiums, if any, and any and all maintenance charges, condominium fees, assessments, or other charges, if any, all as estimated by the Mortgagee from time to time, to be held by the Mortgagee in an interest bearing account to pay such items enumerated above. The interest shall be the rate regularly paid by the Mortgagee on its regular passbook savings account, as the same may be established from time to time, but in no event shall the rate of interest be less than Three Percent (3%). The interest shall be computed on the average monthly balance accrued in the account and shall be paid annually by crediting the account with the amount of interest due; (3) The provisions of sub-paragraph 2 above shall not apply if the Mortgagee elects to use the direct reduction method to cover the payment of items enumerated in sub-paragraph 2 above. In using the direct reduction method, the principal of the Mortgage Debt shall be credited for these payments and as expenses are paid by the Mortgagee, such expenses paid shall be added to the principal of the Mortgage Debt. (4) The Mortgagee may elect to abolish the expense account referred to above and refund to the Mortgagor all funds deposited in said account, with any interest which may be accrued thereon, if established under sub-paragraph 2, or if established under sub-paragraph 3, to add to the principal of the Mortgage Debt any expense funds deducted from the principal of the Mortgage Debt, at that time. At any time, upon one months notice to the Mortgagor, the Mortgagee may elect to re-establish an expense account in accordance with sub-paragraph 2 or 3 above, or change from one to the other at any time. (5) To keep the buildings and improvements on the Mortgaged Property insured against loss by fire, windstorm, flood and such hazards as the Mortgagee may from time to time require in an insurance company or companies acceptable to, and in an amount which may be from time to time designated by Mortgagee, but if not designated, at no time less than the value of the buildings and improvements on the Mortgaged Property and to cause each and every policy of insurance on the Mortgaged Property to be so framed or endorsed as in case of fire and/or windstorm or other loss to inure to the benefit of Mortgagee to the extent of its lien or claim under this Mortgage, and to deliver said policy or policies to the Mortgagee to be kept by the Mortgagee and to deliver all renewals thereof to the Mortgagee at its principal office or at such other place, either within or without the said State, as the owner or holder hereof may, from time to time, in writing, designate. And in the event of any loss by fire, windstorm, flood or hazards, the insurance company or companies are hereby directed by the Mortgagor to make payment for such loss to the Mortgagee only and not the Mortgagor and Mortgagee, jointly, such payment to the Mortgagee, shall be applied to the extinguishment of the Mortgage Debt and other charges secured by this Mortgage, whether then due or not, but not to exceed the amount payable under the Mortgage; provided that the Mortgagee in lieu thereof, may by its written consent agree to the application by the Mortgagor of the said insurance money to the reconstruction of the buildings and improvements on the Mortgaged Property; (6) Should the Mortgagor fail or neglect to pay any ground rent, taxes, assessments, public or other dues or charges levied or assessed or which may be levied or assessed on the property or on the Mortgage Debt and interest, when due, or to keep the property in proper repair, or to keep the property insured as agreed herein, or shall permit any lien or encumbrance upon the property superior to the lien of this Mortgage, the Mortgagee may make such payments or repairs or insure the property against such loss in such an amount as may be necessary to secure the Mortgage Debt, and the Mortgagor shall reimburse the Mortgagee for said payments upon demand. Should the Mortgagor fail to reimburse Mortgagee, then any sum so paid shall be added to the principal of the Mortgage Debt and shall bear interest at the rate set forth in said Note; (7) To keep the property in good order, condition and repair and to permit the Mortgagee to enter upon and inspect the same; to make all proper renewals, replacements and additions of and to the property; not to permit or suffer any waste thereof; and not to demolish the improvements or materially change them or permit them to be demolished or materially changed, without the written consent of the Mortgagee; (8) That should the title or the equity of redemption in the Mortgaged Property be acquired in whole or in part by voluntary or involuntary deed, grant, lease or assignment by any persons, firm or corporation or should the Mortgagor be declared insolvent or bankrupt then this Mortgage shall be in default and the balance of the Mortgage Debt, then due or to become due, shall, at the election of the Mortgagee, be immediately due and payable unless such voluntary deed, grant, lease or assignment shall first be consented to in writing by the Mortgagee. The Mortgagor shall not, without the prior written consent of the Mortgagee, encumber the Mortgaged Property by a Mortgage or other lien; (9) That upon any default in any of the covenants of this Mortgage, or upon default being made in the payment of any total monthly payment, in whole or in part, when due, the Mortgagee at its election shall have the right to manage the Mortgaged property and to collect the rents and profits therefrom which rents and profits in that event are hereby assigned to the Mortgagee, as additional security, and in addition thereto, the Mortgagee, shall also be entitled in that event, if it so elects,

to the immediate appointment of a receiver for the Mortgaged Property, without notice to the Mortgagor and without regard to the adequacy of the adequacy of the Mortgaged Property as security for the Mortgage Debt. The Mortgagee or Receiver appointed pursuant to the provisions of this paragraph shall exercise all of the rights of the Mortgagor with regard to any and all leases between the Mortgagor and any tenants or Lessees occupying any part or all of the Mortgaged Property and the Mortgagee or Receiver shall have the right from time to time in its discretion to vary the terms of any written or oral lease or tenancy, or to sue for the recovery of any sum or sums due, past due or to become due thereunder and any and all acts done by the Mortgagee or Receiver, are hereby authorized, ratified and approved by the Mortgagor; (10) Upon default being made in the payment of any monthly payment of interest or principal in whole or in part when due, the Mortgagee reserves the right to declare the entire Mortgage Debt due and payable forthwith as above provided, or the Mortgagee may accept the total overdue monthly payments from the Mortgagor and collect a "late charge" for each monthly payment overdue and unpaid for more than fifteen (15) days in an amount not exceeding Two Dollars ($2.00) or one-twentieth (1/20th) of the total amount of any delinquent or late monthly installment of delinquent interest and principal only whichever is greater; (11) Mortgagor shall not, without the prior written consent of the Mortgagee, remove from the Mortgaged Property, sell, or encumber in any manner whatsoever the fixtures and permanent additions above described or any other appurtenances thereto belonging; (12) That the Mortgagee may consider this Mortgage as a security agreement under the provisions of the Uniform Commercial Code as enacted in the State of Maryland and in accordance therewith, the Mortgagor agrees to execute a financing statement covering any fixtures, goods and chattels intended to be part of the security for the Mortgage Debt evidenced hereby encompassing any such fixtures, goods and chattels which are presently owned or which may be hereafter acquired by the Mortgagor including all additions, replacements, accessories and attachments thereto or for use in connection therewith, and in the event of default hereunder, Mortgagee may at its election and in addition to the remedies provided herein or in conjunction therewith, exercise the remedies of a secured party under the Uniform Commercial Code; (13) And it is further mutually covenanted and agreed that in the event of the passage, after the date of this Mortgage, of any law of the State of Maryland, deducting from the value of land for the purpose of taxation any lien thereon or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this Mortgage, the Mortgage Debt secured by this Mortgage, shall at the option of the Mortgagee, without notice to any party, become immediately due and payable.

Should all or any part of the property be condemned or taken through eminent domain proceedings, all or such part of any award or proceeds thereof as the Mortgagee in its sole discretion may determine, in writing, shall be paid to the Mortgagee and applied to the payment of the Mortgage Debt and all such proceeds are hereby assigned to the Mortgagee.

And it is further mutually covenanted and agreed that each and every paragraph of this Mortgage and each portion thereof shall be considered to be severable from each and every other such paragraph or portion thereof, and, if any part of this Mortgage shall be adjudicated to be invalid, null or void, such adjudication shall in no way effect the validity or enforceability of any other paragraph or portion thereof of this Mortgage.

And the Mortgagor, in accordance with the provisions of the Code of Public General Laws of the State of Maryland, the Maryland Rules of Procedure, or any other General or Local Laws of the State of Maryland relating to Mortgages, including any amendments, supplements or additions thereto, does hereby: (1) declare his assent to the passing of a decree for the sale of the Mortgaged Property at any time after the recording of this Mortgage, (said sale to take place after a default has occurred in any of the covenants and conditions of this Mortgage, as herein provided); (2) and the Mortgagor does hereby also authorize the Mortgagee or Joseph W. Janssens, 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; provided however, that in the City of Baltimore the notice shall be published in one or more of the daily newspapers published in said City; and the party selling may also give such other notice as he may deem expedient; and the terms of the sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And it is agreed that upon any sale of the Mortgaged Property under this Mortgage, whether under the above assent to a decree or under the above power of sale or otherwise, the proceeds of sale shall be applied as follows, to wit: First, to the payment of all expenses incident to said sale, including a counsel fee of 1% of the original principal sum of this Mortgage for conducting the proceedings if without contest, but if legal services be rendered to the Mortgagee or to the Trustee or party selling under the power of sale in connection with any contested matter in the proceedings, then such additional counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; and also a commission to the party making said sale equal to the commission allowed Trustees for making sales of property under a decree of a court of equity in the State of Maryland; second, to the payment of all claims of the Mortgagee hereunder, whether the same shall have then matured or not including interest thereon until final ratification of the auditors report; and third, the balance, if any, to the Mortgagor. It is agreed that half of the aforesaid commissions and all of the aforesaid costs and expenses shall be paid by the Mortgagor in the event the Mortgage Debt is paid in full after any advertisement of the Mortgaged Property, but before any sale thereof.

The Mortgagor shall have the right, prior to any default hereunder, to prepay the Mortgage Debt, in whole or in part, at any time, without penalty.

And it is also mutually covenanted and agreed that no delay or failure on the part of the Mortgagee in the exercise of any right or remedy shall operate as a waiver thereof and no single or partial exercise by the Mortgagee of any right or remedy shall preclude other or further exercise thereof or the exercise of any right or remedy.

And the said Mortgagor covenants to warrant specially the Mortgaged Property, and to execute such further assurances thereof as may be requisite.

Whenever the singular or plural number, or masculine, feminine, or neuter gender is used herein, it shall equally include the other, and every mention herein of the Mortgagor or Mortgagee shall include the heirs, personal representatives, executors, administrators, successors and assigns of the party so designated.

WITNESS the hand(s) and seal(s) of the Mortgagor(s).

TEST:

Charlotte A. Levera — Jean Helen Graham (SEAL)
JEAN HELEN GRAHAM

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

LIBER 13 PAGE 766

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

I HEREBY CERTIFY, that on this 19th day of October, 1978, before me, the subscriber, a Notary Public, of the State of Maryland, personally appeared JEAN HELEN GRAHAM,

~~known to me~~ (or satisfactorily proven) to be the person(s) whose name (s) is/are subscribed to the within Mortgage and acknowledged that she executed the same for the purposes therein contained.

At the same time, also personally appeared WALTER LITVINUCK, The Agent of the party secured by the aforegoing mortgage, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; that the loan sum secured hereby has been paid over and disbursed by the party secured hereby unto the within named Mortgagor or the person responsible for disbursement of funds in the closing transaction or their respective agent at a time no later than the final and complete execution and delivery by the Borrower of this mortgage; and he further made oath that he is the agent of the party secured by the aforegoing mortgage and as such is duly authorized to make this affidavit.

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

Charlotte A. Severa
Notary Public

My commission expires July 1, 1982.

Military Affidavit under Soldiers' and Sailors' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

THE EQUITABLE TRUST COMPANY 100 S. Charles Street Baltimore, Maryland 21202 a Maryland banking corporation Plaintiff v. JEAN HELEN GRAHAM Rt.1, Box 693A Stevensville, Maryland 21666 Defendant	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

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

MILITARY AFFIDAVIT

STATE OF MARYLAND, City OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for Harford County personally appeared William E. Eyring, Jr., Vice President of The Equitable Trust Company, and made oath in due form of law that he knows the defendant herein, and that to the best of his information, knowledge and belief

(1) said defendant is not in the military service of the United States,

(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.

William E. Eyring Jr.
Affiant

Subscribed and sworn to before me this 15th day of October, 1980

Notary Public

My Commission Expires: 7/82

LIBER 13 PAGE 767

STATEMENT OF MORTGAGE DEBT

THE EQUITABLE TRUST COMPANY 100 S. Charles Street Baltimore, Maryland 21202 a Maryland banking corporation Plaintiff	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
v.	*	
JEAN HELEN GRAHAM Rt.1, Box 693A Stevensville, Maryland 21666 Defendant	*	

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

STATEMENT OF MORTGAGE DEBT

This Statement of Mortgage Debt under a Mortgage dated October 19, 1978 from Jean Helen Graham to The Equitable Trust Company and recorded among the Land Records of Queen Anne's County at Liber C.W.C. No. 142, folio 252, etc.

Original Debt	$25,000.00
Interest from 7/19/80 to 10/7/80	537.67
Late Charges	12.06
	$25,549.73
LESS	
Amount Paid on Principal	$ 498.38
Amount in Escrow	185.29
Escrow Interest	10.48
	$ 694.15
TOTAL DUE	$24,855.58

Interest per diem
$6.80

THE EQUITABLE TRUST COMPANY

By William E. Eyring Jr.

STATE OF MARYLAND, City OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 5th day of October in the year nineteen hundred and eighty, before me, a Notary Public of the State of Maryland, in and for ~~said~~ Baltimore City ~~of Baltimore~~, ~~personally~~ appeared William E. Eyring Jr. as Vice President of THE EQUITABLE TRUST COMPANY, the plaintiff in the above entitled cause, and made oath that the foregoing

is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal.

Notary Public

My Commission Expires: 7/1/82

CCC:mfe:10/22/80 LIBER 13 PAGE 770

THE EQUITABLE TRUST COMPANY	:	IN THE CIRCUIT COURT
Plaintiff	:	FOR QUEEN ANNE'S COUNTY,
vs.	:	SITTING IN EQUITY
JEAN HELEN GRAHAM	:	
Defendant	:	NO. 6764

DECREE FOR SALE OF MORTGAGED PREMISES

The Petition, Exhibit, Military Affidavit and Statement of Mortgage Debt in the above cause having been submitted, the proceedings therein were by the Court read and considered;

It Is Thereupon, this 22nd day of October, in the year nineteen hundred and eighty, by the Circuit Court for Queen Anne's County, Sitting in Equity, ADJUDGED, ORDERED and DECREED, that the mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Samuel H. Clark, Jr. be and he is hereby appointed Trustee to make said sale, and that the course and manner of the proceedings shall be as follows: (1) before making a sale of the mortgaged property, (a) he shall file with the Clerk of this Court, a bond to the State of Maryland, approved pursuant to Md. Rule H 2, to abide by any court order which may be made in relation to the sale of the mortgaged property, or the proceeds thereof, and (b) he shall give notice of the time, place and terms thereof by advertisement pursuant to Md. Rule W 74 2 (b); (2) as soon as practicable after any such sale, and in no event more than 30 days after the date thereof, the Trustee shall render to this Court a full and particular account of the proceedings relative to the sale, with an affidavit of the fairness of the sale and of the truth of the report annexed thereto; (3) after complying

with Md. Rule BR 6 b. 3. and obtaining the Court's ratification of the sale, and on payment of the whole purchase money, and not before, the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, the property and estate sold, free, clear and discharged from all claim of the parties hereto and those claiming by, from or under them, or either of them; and (4) the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after the papers in the proceeding have been referred to the Auditor of this Court to state an account, pursuant to Md. Rules W 74 e. and BR 6 b. 5.

Judge

Distribution:
Original - Court File
True Copies:
J. Richard O'Connell, Esq.
Jean Helen Graham

CLERK'S
1980 OCT 23 AM 9:55
QUEEN ANNE'S COUNTY

THE EQUITABLE TRUST CO.,	*	IN THE
Plaintiff	*	CIRCUIT COURT
v.	*	OF MARYLAND
JEAN HELEN GRAHAM,	*	FOR QUEEN ANNE'S COUNTY
Defendant	*	IN EQUITY
	*	Case No: 6764

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

SUGGESTION OF BANKRUPTCY

Now comes Jean Helen Graham, Defendant by her attorneys, Caplan, Pickus & Losin, P.A. and Joseph Pickus, and respectfully suggests to this Honorable Court the following:

1. That the Defendant, Jean Helen Graham has filed a Voluntary Petition in Bankruptcy in the U.S. Bankruptcy Court for the District of Maryland on or about May 8, 1980; being Bankruptcy Case No. 80-2-0737-L.

2. That pursuant to Sec. 362 of the Bankruptcy Code, the commencement or continuation of any action against said Bankrupt is automatically stayed (see copy of Court Receipt attached).

3. And for such other and further reasons as may be stated.

WHEREFORE, your Defendant respectfully prays that this Honorable Court pass an Order staying these proceedings pursuant to the Act of Congress relating to Bankruptcy.

AND AS IN DUTY BOUND, etc.

CAPLAN, PICKUS & LOSIN, P.A.

BY: Joseph Pickus
Joseph Pickus
Caplan, Pickus & Losing, P.A.
201 N. Charles Street
Suite 1702
Baltimore, Maryland 21201
Telephone: 301/685-6925

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 30th day of October, 1980, a copy of the aforegoing was mailed to Samuel H. Clark, Esquire, Miles & Stockbridge, 10 Light Street, Baltimore, Maryland 21202, attorney for Plaintiff.

Joseph Pickus
Joseph Pickus

CLERK'S OFFICE
1980 OCT 31 AM 9 41
QUEEN ANNE'S COUNTY

LAW OFFICES
CAPLAN, PICKUS
& LOSIN, P.A.
SUITE 1702
201 NORTH CHARLES STREET
BALTIMORE, MARYLAND 21201

B K 1 13B
(10/79)

United States Bankruptcy Court

For the _____ District of MARYLAND

In re

Robert Lee Graham
Debtor Jean Helen Graham

Case No. 80-2-0737-L

ORDER FOR MEETING OF CREDITORS AND FIXING TIMES FOR FILING OBJECTIONS TO DISCHARGE AND FOR FILING COMPLAINTS TO DETERMINE DISCHARGEABILITY OF CERTAIN DEBTS, COMBINED WITH NOTICE THEREOF AND OF AUTOMATIC STAY

To the debtor, his creditors, and other parties in interest:

An order for relief under 11 U.S.C. chapter 7 having been entered on a petition filed by [*or* against]

Robert & Jean Graham of** Route 1, Stevensville, MD

on May 8, 1980, it is ordered, and notice is hereby given, that:

1. A meeting of creditors pursuant to 11 U.S.C. §341(a) shall be held at 2nd Fl. U.S. Courthouse, 101 W. Lombard Street, Balto., MD on September 4, 1980 at 9:30 o'clock a. m.

2. The debtor shall appear in person [*or, if the debtor is a partnership,* by a general partner, *or, if the debtor is a corporation,* by its president *or other executive officer*] at that time and place for the purpose of being examined.

3. *[If the debtor is an individual]* Nov. 4, 1980 is fixed as the last day for the filing of objections to the discharge of the debtor.

4. *[If the debtor is an individual]* Nov. 4, 1980 is fixed as the last day for the filing of a complaint to determine the dischargeability of an debt pursuant to 11 U.S.C. §523(c).

You are further notified that:

The meeting may be continued or adjourned from time to time by notice at the meeting, without further written notice to creditors.

At the meeting the creditors may file their claims, elect a trustee as permitted by law, *[if appropriate]* designate a person to supervise the meeting, elect a committee of creditors, examine the debtor, and transact such other business as may properly come before the meeting.

As a result of the filing of the petition, certain acts and proceedings against the debtor and his property are stayed as provided in 11 U.S.C. §362(a).

[If the debtor is an individual] If no objection to the discharge of the debtor is filed on or before the last day fixed therefor as stated in subparagraph 3 above, the debtor will be granted his discharge. If no complaint to determine the dischargeability of a debt under clause (2), (4), or (6) of 11 U.S.C. §523(a) is filed within the time fixed therefor as stated in subparagraph 4 above, the debt may be discharged.

It appears from the schedules of the debtor that there are no assets from which any dividend can be paid to creditors. It is unnecessary for any creditor to file his claim at this time in order to share in any distribution from the estate. If it subsequently appears that there are assets from which a dividend may be paid, creditors will be so notified and given an opportunity to file their claims.

Unless the court extends the time, any objection to the debtor's claim of exempt property (Schedule B-4) must be filed within 15 days after the above date set for the meeting of creditors.

Neal Melnick, Esq. of** 2 E. Fayette Street, Balto., MD

has been appointed interim trustee of the estate of the above-named debtor.

The court will hold a hearing under Sec. 524(d) to determine whether the court should grant or not grant a discharge. The debtor must appear in person on Dec. 3, 1980/2:00 p.m. in the above bankruptcy court.

Dated: June 19, 1980

BY THE COURT

Harvey M. Lebowitz
Bankruptcy Judge
HARVEY M. LEBOWITZ

*Include here all names used by Debtor within last 6 years.
**State post-office address.

LIBER 13 PAGE 773 "Def's. Exhibit 1"

LIBER 13 PAGE 774

THE EQUITABLE TRUST CO.,	*	IN THE
Plaintiff	*	CIRCUIT COURT OF MARYLAND
v.	*	FOR QUEEN ANNE'S COUNTY
JEAN HELEN GRAHAM,	*	IN EQUITY
Defendant	*	Case No: 6764
	*	
	*	

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

ORDER OF COURT

Upon the aforegoing Suggestion of Bankruptcy and the Exhibit thereon, sufficient cause having been shown therefor, it is, this 3rd day of November, 1980, by the Circuit Court for Queen Anne's County,

ORDERED, that the within foreclosure proceedings against the property of the Defendant be and it is hereby stayed by virtue of the Defendant's pending Bankruptcy Case in the U.S. Bankruptcy Court, for the District of Maryland, and 11 U.S.C., Section 362 of the Bankruptcy Code; subject to the further Order of said Bankruptcy Court.

JUDGE.

CLERK'S OFFICE
1980 NOV -5 AM 10: 19
QUEEN ANNE'S COUNTY

LAW OFFICES
CAPLAN, PICKUS
& LOSIN, P.A.
SUITE 1702
201 NORTH CHARLES STREET
BALTIMORE, MARYLAND 21201

AMENDED STATEMENT OF MORTGAGE DEBT

THE EQUITABLE TRUST COMPANY 100 S. Charles Street Baltimore, Maryland 21201 a Maryland banking corporation	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
	*	QUEEN ANNE'S COUNTY
v.	*	SITTING IN EQUITY
JEAN HELEN GRAHAM Rt. 1, Box 693A Stevensville, Maryland 21666	*	NO. 6764

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

AMENDED STATEMENT OF MORTGAGE DEBT

This Amended Statement of Mortgage Debt under a Mortgage dated October 19, 1978 from Jean Helen Graham to The Equitable Trust Company and recorded among the Land Records of Queen Anne's County at Liber C.W.C. No. 142, folio 252, etc.

Original Debt	$25,000.00
Interest from 7/19/80 to 1/26/81	1,279.53
Late Charges	12.06
	$26,291.59

LESS

Amount Paid on Principal	$498.38
Amount in Escrow	197.74
Escrow Interest	.61
	$696.73
TOTAL DUE	$25,594.86

Interest per diem
$6.80

THE EQUITABLE TRUST COMPANY

By [signature]

STATE OF MARYLAND, City, OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 3rd day of February, in the year nineteen hundred and eighty-one, before me, a Notary Public of the State of Maryland, in and for Harford County, personally appeared Thomas C. Lidwell of THE EQUITABLE TRUST COMPANY, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in said cause now remaining due and unpaid.

As witness my hand and Notarial Seal.

[signature]
Notary Public

My Commission Expires: 7/1/82

RECEIVED
CLERK, CIRCUIT COURT
1981 MAR 23 AM 9:48
QUEEN ANNE'S COUNTY

LIBER 13 PAGE 775

LIBER 13 PAGE 776

THE EQUITABLE TRUST COMPANY 100 S. Charles Street Baltimore, Maryland 21201 a Maryland banking corporation	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
	*	QUEEN ANNE'S COUNTY
v.	*	
JEAN HELEN GRAHAM Rt. 1, Box 693A Stevensville, Maryland 21666	*	SITTING IN EQUITY
	*	No. 6764
Defendant	*	

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

MOTION TO REOPEN
FORECLOSURE PROCEEDINGS

The Equitable Trust Company, Plaintiff, by J. Richard O'Connell, its attorney, requests the foreclosure proceedings be reopened in the above-entitled case and that the Equitable Trust Company be allowed to sell the subject property pursuant to the Maryland Rules of Procedure and as grounds therefore, states:

1. The Equitable Trust Company filed foreclosure on October 22, 1980 unaware that the Defendant, Jean Helen Graham, had filed bankruptcy on or about May 8, 1980.

2. On or about October 30, 1980, the Defendant by her attorney, Joseph Pickus, filed Suggestion of Bankruptcy thereby staying the foreclosure.

3. On or about December 3, 1980, Jean Helen Graham was discharged from Bankruptcy thereby lifting the stay.

4. Jean Helen Graham is still in default under the mortgage described in the above proceedings.

WHEREFORE, Equitable Trust Company respectfully represents that the foreclosure proceedings be reopened in the above-entitled case and that Equitable Trust Company be allowed to sell the subject property pursuant to the Maryland Rules of Procedure.

RECEIVED
CLERK, CIRCUIT COURT
1981 MAR 23 AM 9 49
QUEEN ANNE'S COUNTY

J. Richard O'Connell

J. Richard O'Connell
Miles & Stockbridge
10 Light Street - Suite 1000
Baltimore, Maryland 21202
727-6464

THE EQUITABLE TRUST COMPANY 100 S. Charles Street Baltimore, Maryland 21201 a Maryland banking corporation	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
v.	*	QUEEN ANNE'S COUNTY
JEAN HELEN GRAHAM Rt. 1, Box 693A Stevensville, Maryland 21666	*	SITTING IN EQUITY
	*	No. 6764
Defendant	*	

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

ORDER

UPON the request of The Equitable Trust Company, by J. Richard O'Connell, its attorney, it is this 23rd day of MARCH, 1981,

ORDERED, that the foreclosure proceedings in the above-entitled matter be reopened in order to permit The Equitable Trust Company to foreclose its lien upon the property described in the Petition to Foreclose filed in this case.

K Thomas Evernham
Judge

RECEIVED
CLERK, CIRCUIT COURT
1981 MAR 23 PM 4: 17
QUEEN ANNE'S COUNTY

LIBER 13 PAGE 778

Bond No. MKO 03 41 42 3

INSURANCE COMPANY OF NORTH AMERICA

1600 ARCH STREET
PHILADELPHIA
PENNSYLVANIA

Equity #6764

Know All Men by These Presents:

That we, Samuel H. Clark, Jr., 10 Light Street, Baltimore, Md. 21202, as Principal and INSURANCE COMPANY OF NORTH AMERICA, A BODY CORPORATE, duly incorporated under the laws of the Commonwealth of Pennsylvania, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty-Five Thousand Dollars and No Cents - - - Dollars ($ 25,000.00), 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 4th day of September, in the year of our Lord, one-thousand, nine-hundred and eighty-one.

WHEREAS, the above bounden Samuel H. Clark, Jr.

by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Anne's County

has been appointed (Trustee to sell) Route 1, Box 693A, Stevensville, Md. 21666

mentioned in the proceedings in the case of The Equitable Trust Company, Plaintiff -vs- Jean Helen Graham, Defendant

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Samuel H. Clark, Jr. do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any further decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

Samuel H. Clark, Jr.

Witness:
Mildred E. Scharf

INSURANCE COMPANY OF NORTH AMERICA

By: Ray A. Blyzer, Jr.
Attorney-in-fact

APPROVED AND FOR RECORD 8/28/81

BS-2922 PTD. IN U.S.A.

LIBER 3 PAGE 135

108962

POWER OF ATTORNEY

INSURANCE COMPANY OF NORTH AMERICA

PHILADELPHIA, PA.

Know all men by these presents: That INSURANCE COMPANY OF NORTH AMERICA, a corporation of the Commonwealth of Pennsylvania, having its principal office in the City of Philadelphia, Pennsylvania, pursuant to the following Resolution adopted by the Board of Directors of the said Company on May 28, 1975, to wit:

"RESOLVED, pursuant to Articles 3.6 and 5.1 of the By-Laws, the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

(1) That the President, or any Vice-President, Assistant Vice-President, Resident Vice-President or Attorney-in-Fact, may execute for and in behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Secretary, an Assistant Secretary or a Resident Assistant Secretary and the seal of the Company affixed thereto; and that the President or any Vice-President may appoint and authorize Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact to so execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.

(2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested by the Secretary.

(3) The signature of the President or a Vice-President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a certifying officer and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.

(4) Such Resident Officers and Attorneys-in-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.

(5) The passage of this Resolution does not revoke any earlier authority granted by Resolution of the Board of Directors on June 9, 1953."

does hereby nominate, constitute and appoint VANDERVOORT RAND, RODNEY J. BROOKS, JR., MILDRED E. SCHARF, LUCRETIA PILL and RAY A. BLYLER, JR., all of the City of Baltimore, State of Maryland _____

_____, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof. And the execution of such writings in pursuance of these presents, shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said MICHAEL B. FODOR Vice-President has hereunto subscribed his name and affixed the corporate seal of the said INSURANCE COMPANY OF NORTH AMERICA this 16th day of February 19 81

INSURANCE COMPANY OF NORTH AMERICA

(SEAL) by Michael B. Fodor

MICHAEL B. FODOR Vice-President

STATE OF ILLINOIS
COUNTY OF COOK } ss.

On this 16th day of February, A. D. 19 81, before me, a Notary Public of the STATE OF ILLINOIS in and for the County of COOK came MICHAEL B. FODOR, Vice-President of the INSURANCE COMPANY OF NORTH AMERICA to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same; that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of CHICAGO the day and year first above written.

(SEAL) Dawn Strawbridge

DAWN STRAWBRIDGE Notary Public

My commission expires 5/28/84

I, the undersigned, Assistant Secretary of INSURANCE COMPANY OF NORTH AMERICA, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 4th day of September 19 81

(SEAL) James S. Wyllie

JAMES S. WYLLIE Assistant Secretary

BS-15579 Ptd. In U.S.A.

LIBER 13 PAGE 779

LIBER 13 PAGE 780

THE EQUITABLE TRUST COMPANY 100 S. Charles Street Baltimore, Maryland 21201 a Maryland banking corporation Plaintiff v. JEAN HELEN GRAHAM Rt. 1, Box 693A Stevensville, Maryland 21666 Defendant	* * * * * * * * * * *	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY SITTING IN EQUITY No. 6764

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

AFFIDAVIT UNDER MARYLAND RULE W74 a 2 (c)

STATE OF MARYLAND,
SS
CITY OF BALTIMORE,

I HEREBY CERTIFY, that on this 25th day of August, 1981, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Samuel H. Clark, Jr., Trustee appointed in the above captioned matter, and made oath in due form of law that on the 25th day of August, 1981, he caused to be mailed by certified and regular mail to the mortgagor at mortgagor's last known address a notice of the time, place, and terms of sale of the mortgaged property by letter dated August 25, 1981, a copy of which letter is attached hereto.

Margaret Ann Megginniss
Notary Public

My Commission Expires:
7/1/82

MARGARET ANN MEGINNISS NOTARY PUBLIC BALTIMORE COUNTY, MD.

Samuel H. Clark, Jr., Affiant

CLERK'S OFFICE
1981 AUG 28 AM 9:26
QUEEN ANNE'S COUNTY

August 25, 1981

Sent by: CERTIFIED MAIL
RETURN RECEIPT REQUESTED
and REGULAR MAIL

Mrs. Jean Helen Graham
Rt. 1, Box 693A
Stevensville, Maryland 21666

Re: The Equitable Trust Company v.
Jean Helen Graham
Lot 25, Block D, Section 1,
Romancoke on the Bay
Loan No. 500-032723-8

Dear Mrs. Graham:

Pursuant to Maryland Rule W74 a 2 (c), we are hereby notifying you that the foreclosure sale of the above-captioned property will take place at public auction to be held at the premises on Wednesday, September 9, 1981, at 12:00 p.m. and will be sold then and there to the highest bidder(s).

Enclosed is a copy of an advertisement appearing in The Record Observer, a newspaper published in and for Queen Anne's County, setting forth the particulars.

It is obviously in your best interest to have your property sold at the highest possible price. To achieve this goal, it is recommended that your property, including the interior, be open for inspection by prospective bidders on the day of the auction and that it be displayed in the best possible condition.

A copy of this letter is being sent to you by regular mail.

Very truly yours,

Samuel H. Clark, Jr.

SHC:kg
Enclosure
cc: Mr. William H. Bayless

Miles & Stockbridge
Solicitors
10 Light Street
Baltimore, Maryland 21202

Valuable Fee Simple
Real Property, improved by a Frame Ranch Style
Dwelling known as Box 693-A Allegheny Road
located in the subdivision known as "Romancoke on the Bay"
Off of Maryland Route 8 on Kent Island, Stevensville,
Queen Anne's County, Maryland

By virtue of a decree of the Circuit Court for Queen Anne's County, Equity Case No. 6764, the undersigned Trustee will sell at public auction on the Premises

on Wednesday, September 9, 1981
at 12 o'clock p.m.

All that lot of ground and the Improvements thereon situate in Queen Anne's County, Maryland and described as follows:

ALL that lot or parcel of land situate, lying and being on Kent Island, Fourth Election District of Queen Anne's County, State of Maryland, set forth and shown on a plat entitled "Romancoke on the Bay" by William D. Purdum, registered surveyor, dated the 15th day of August, 1952, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 6 folio 330, said lot being known and designated thereon as Lot No. 25, Block D, Section 1, Romancoke on the Bay.

BEING the same property granted and conveyed from Mary C. Bannon, Personal Representative of the Estate of Katherine Millionie, deceased, unto Jean Helen Graham, by deed dated October 19, 1978, and recorded among the Land Records of Queen Anne's County in Liber 142, page 250.

The Property will be sold subject to restrictions, covenants and conditions in a deed from Chester Beach, Inc. to Robert F. Podlich, dated the 8th day of September, 1952, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 6 folio 323; an amendment dated October 29, 1952, recorded as aforesaid in Liber T.S.P. No. 7 folio 300; further amended on June 3, 1954, recorded in Liber T.S.P. No. 16 folio 278.

The Property will be sold subject to any other conditions, restrictions and agreements of record affecting the same, if any, and any encroachments, overlaps, boundary line disputes and other matters which could be disclosed by an accurate survey of the premises.

The improvements on the Property consist of a six-room frame ranch-style dwelling containing 3 bedrooms, 1 bath, enclosed porch, forced warm air oil heat.

TERMS OF SALE

A cash deposit or certified check in the amount of $2,500 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 of ten per cent (10%) per annum on the unpaid purchase money from the day of sale to date of settlement. Taxes, water rent and all other public charges and assessments, payable on an annual basis including sanitary and/or Metropolitan District charges to be adjusted for the current year to date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps and transfer taxes, if any, shall be borne by the purchaser.

Nelson Auction Gallery, Inc.
P. O. Box 95
Trappe, Maryland 21673
(301) 822-4351

Auctioneer

Samuel H. Clark, Jr.,
Trustee
10 Light Street
Baltimore, Maryland 21202
301-727-6464

REPORT OF SALE

THE EQUITABLE TRUST COMPANY 100 South Charles Street Baltimore, Maryland 21201 a Maryland banking corporation Plaintiff v. JEAN HELEN GRAHAM Route 1, Box 693 A Stevensville, Maryland 21666 Defendant	*	IN THE CIRCUIT COURT OF QUEEN ANNE'S COUNTY Equity No. 6764

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

To The Honorable Judge of the
Circuit Court of Queen Anne's County:

The Report of Sale of Samuel H. Clark, Jr., Trustee appointed by the decree in the above entitled cause, to make sale of 693 A Allegheny Road, Queen Anne's County, Maryland in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Record Observer, a weekly newspaper published in Queen's Anne County for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Wednesday, the 9th day of September, 1981 at 12:00 p.m. attend on the premises and there sold the above-mentioned fee simple property described in the attached advertisement, which is prayed to be taken as part of this Report, unto Gene W. Wolf, as agent for Commercial Credit Corporation, for the price of $30,100.00, he being then and there the highest bidder.

RECEIVED
CLERK, CIRCUIT COURT
1981 SEP 15 AM 9 37
QUEEN ANNE'S COUNTY

Samuel H. Clark, Jr., Trustee

STATE OF MARYLAND, City OF BALTIMORE, Sct:

I HEREBY CERTIFY, that on this 10th day of September, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared Samuel H. Clark, Jr., Trustee, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and Notarial Seal.

Margaret Ann Meginniss
Notary Public

My Commission Expires:

7/1/82

MARGARET ANN MEGINNISS
NOTARY PUBLIC
BALTIMORE COUNTY, MD.

Miles & Stockbridge
Solicitors
10 Light Street
Baltimore, Maryland 21202

Valuable Fee Simple
Real Property, improved by a Frame Ranch Style
Dwelling known as Box 693-A Allegheny Road
located in the subdivision known as "Romancoke on the Bay"
Off of Maryland Route 8 on Kent Island, Stevensville,
Queen Anne's County, Maryland

By virtue of a decree of the Circuit Court for Queen Anne's County, Equity Case No. 6764, the undersigned Trustee will sell at public auction on the Premises

on Wednesday, September 9, 1981
at 12 o'clock p.m.

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ALL that lot or parcel of land situate, lying and being on Kent Island, Fourth Election District of Queen Anne's County, State of Maryland, set forth and shown on a plat entitled "Romancoke on the Bay" by William D. Purdum, registered surveyor, dated the 15th day of August, 1952, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 6 folio 330, said lot being known and designated thereon as Lot No. 25, Block D, Section 1, Romancoke on the Bay.

BEING the same property granted and conveyed from Mary C. Bannon, Personal Representative of the Estate of Katherine Millionie, deceased, unto Jean Helen Graham, by deed dated October 19, 1978, and recorded among the Land Records of Queen Anne's County in Liber 142, page 250.

The Property will be sold subject to restrictions, covenants and conditions in a deed from Chester Beach, Inc. to Robert F. Podlich, dated the 8th day of September, 1952, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 6 folio 323; an amendment dated October 29, 1952, recorded as aforesaid in Liber T.S.P. No. 7 folio 300; further amended on June 3, 1954, recorded in Liber T.S.P. No. 16 folio 278.

The Property will be sold subject to any other conditions, restrictions and agreements of record affecting the same, if any, and any encroachments, overlaps, boundary line disputes and other matters which could be disclosed by an accurate survey of the premises.

The improvements on the Property consist of a six-room frame ranch-style dwelling containing 3 bedrooms, 1 bath, enclosed porch, forced warm air oil heat.

TERMS OF SALE

A cash deposit or certified check in the amount of $2,500 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 of ten per cent (10%) per annum on the unpaid purchase money from the day of sale to date of settlement. Taxes, water rent and all other public charges and assessments, payable on an annual basis including sanitary and/or Metropolitan District charges to be adjusted for the current year to date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps and transfer taxes, if any, shall be borne by the purchaser.

Nelson Auction Gallery, Inc.
P. O. Box 95
Trappe, Maryland 21673
(301) 822-4351

Auctioneer

Samuel H. Clark, Jr.,
Trustee
10 Light Street
Baltimore, Maryland 21202
301-727-6464

MEMORANDUM OF PURCHASE

AT PUBLIC AUCTION

Property: 693 A Allegheny Road

The undersigned purchaser hereby acknowledges that I (or We) have this day purchased the property described in the within advertisement, subject to the conditions stated therein, at the price of

$ 30,100.00

And have paid to Samuel H. Clark, Jr., Trustee, the sum of

$ 2,500.00

by way of deposit and earnest money, and I agree to complete the purchase in accordance with said conditions.

As witness my hand this 9th day of September 1981.

Commercial Credit Corporation

By [signature] (SEAL)
Purchaser

Office Manager

(SEAL)
Purchaser

53 McKinsey Rd
Address

Severna Park, Md 21146

I acknowledge receipt of deposit:

[signature]
Trustee

The above offer is accepted subject to the conditions of sale in said advertisement, and I agree to deliver title as therein stated as necessary to complete the sale, subject to the conditions herein set forth.

RECEIVED
CLERK, CIRCUIT COURT
1981 SEP 15 AM 9:38
QUEEN ANNE'S COUNTY

[signature] (SEAL)
Seller or Authorized Agent

(SEAL)
Seller or Authorized Agent

AUCTIONEER'S AFFIDAVIT

In Re: 693 A Allegheny Road
LOCATION OF PROPERTY

I HEREBY CERTIFY, that on this 9th day of September 1981 Personally appeared Ira C. Nelson for and on behalf of Nelson Auctioneers and made oath in due form of law that the Auctioneer's fee for services in making sale of the above property at public auction, in the amount as shown on the attached bill, has not been paid and that said Auctioneer has not and will not directly or indirectly make payment of any sum or consideration for the employment to make sale of the above property to any person or persons from whom such employment was secured.

Ira C Nelson
AUCTIONEER

Margaret Ann Meginniss
NOTARY PUBLIC

7/1/82

MARGARET ANN MEGINNISS
NOTARY PUBLIC
BALTIMORE COUNTY, MD.

RECEIVED
CLERK, CIRCUIT COURT
1981 SEP 15 AM 9:38
QUEEN ANNE'S COUNTY

IRA C. NELSON
EDWARD N. NELSON
AUCTIONEERS
APPRAISERS

LIBER 13 PAGE 790

Auction SALE

Trappe, Md. 21673
1-301-476-3140
822-4351

Expert — Personal — Antiques — Real Estate — Farm
We Buy All or Part Estates

BUYER	ITEM NO.	ITEM	AMOUNT		✓
		To Sam Clark, Trustee:			
		To Auction fee of real Estate			
		693-A Allegany Rd.			
		Romancoke on Bay	125	00	

PURCHASER'S AFFIDAVIT

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

I HEREBY CERTIFY, that on this 9th day of September 1981, before me, the subscriber, a Notary Public of the State of Maryland in and for ~~Cecil~~ Queen Anne's County, personally appeared Gene W. Wolff, purchaser at the foreclosure sale in this cause, and made oath in due form of law that he/~~she/they~~ is/~~are~~ the purchaser~~(s)~~ and ~~purchased same as principal and not as an agent for anyone~~, or he/~~she/they~~ purchased same as agent and his/~~her/their~~ principal is Commercial Credit Corporation and that ~~she~~/he/~~they~~ ~~have~~/has not directly or indirectly discouraged anyone from bidding for the said real property mentioned in the said Report of Sale.

Commercial Credit Corporation
By Gene W Wolff
Purchaser

Purchaser

Margaret Ann Megginniss (SEAL)
Notary Public

My Commission Expires: 7/1/82

MARGARET ANN MEGINNISS
NOTARY PUBLIC
BALTIMORE COUNTY, MD.

RECEIVED
CLERK, CIRCUIT COURT
1981 SEP 15 AM 9:38
QUEEN ANNE'S COUNTY

LIBER 13 PAGE 792

ADDITIONAL BOND No. MKO 03 41 42 3

INSURANCE COMPANY OF NORTH AMERICA

1600 ARCH STREET
PHILADELPHIA
PENNSYLVANIA

Equity # 6764

Know All Men by These Presents:

That we, Samuel H. Clark, Jr., 10 Light Street, Baltimore, Md. 21202, as Principal and INSURANCE COMPANY OF NORTH AMERICA, A BODY CORPORATE, duly incorporated under the laws of the Commonwealth of Pennsylvania, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand, One Hundred Dollars and No Cents-Dollars ($ 5,100.00), 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 4th day of September, in the year of our Lord, one-thousand, nine-hundred and eighty-one.

WHEREAS, the above bounden Samuel H. Clark, Jr.

by virtue of a decree of the Honorable the Judge of the Circuit Court of Queen Anne's County

has been appointed (Trustee to sell) (~~Guardian~~)X Route 1, Box 693A, Stevensville, Md. 21666

mentioned in the proceedings in the case of The Equitable Trust Company, Plaintiff -vs- Jean Helen Graham, Defendant

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Samuel H. Clark, Jr. do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any further decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

Samuel H. Clark, Jr.

Witness: Mildred E. Scharf

INSURANCE COMPANY OF NORTH AMERICA

By: Ray A. Blyler, Jr.
Attorney-in-fact

CLERK

1981 SEP 15 PM 9 38

Surety approved and Bond Filed Sept. 15, 1981

BS-2922 PTD. IN U.S.A. QUEEN ANNE'S COUNTY

LIBER 3 PAGE 155

CERTIFIED COPY OF POWER OF ATTORNEY

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

I HEREBY CERTIFY, that the aofregoing is truly taken and copied from Liber MWM No. 3, folio 155, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 15th day of September 1981.

Marguerite W. Markin

Clerk of the Circuit Court for
Queen Anne's County

LIBER 13 PAGE 794

ORDER NISI ON SALE

THE EQUITABLE TRUST COMPANY Plaintiff vs. JEAN HELEN GRAHAM Defendant	In the Circuit Court for Queen Anne's County In Equity Cause No. 6764

ORDERED, this 15th day of September, 19 81, that the sale of the real property, made and reported in this cause by Samuel H. Clark, Jr., Trustee, be ratified and confirmed, on or after the 16th day of October, 19 81, 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 9th day of October, 19 81.

The report states the amount of sales to be $ 30,100.00.

Marguerite H. Harden Clerk

Filed September 15, 1981

The Equitable Trust Company Plaintiff	:	IN THE
	:	CIRCUIT COURT
-vs-	:	FOR
Jean Helen Graham Rt. 1 - Box 693A Alleghany Road Stevensville, Md. 21666 Defendants	:	QUEEN ANNES COUNTY Case No: 6764 - In Equity

* *

PETITON AND ORDER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Now comes Commercial Credit Corporation, by Donald E. Manger, its attorney, and avers as follows:

1.) That on December 29, 1978, Your Petitioner made a loan to the above defendants in the principal amount of ELEVEN THOUSAND ONE HUNDRED TWENTY FIVE DOLLARS ($11,125.00), secured by a second mortgage executed by the defendant, Jean Helen Graham, on the premises known as Rt. 1, Box 693A, Alleghany Road situate in Queen Anne's County, State of Maryland.

2.) That said mortgage, a photo copy of which is attached hereto, was recorded among the Land Records of Queen Anne's County in Liber 145, page 429 on January 8, 1979.

3.) That said mortgage is in default and the balance now due thereon is $12,041.99 as of 9/9/81 plus a per diem of 3.78.

TO THE END THEREFORE:

A.) That the Petitioner's claim be allowed in its order of priority, out of the surplus, of these foreclosure proceedings, if any there may be.

AND AS IN DUTY BOUND, etc.

Donald E. Manger

Donald E. Manger
Attorney for Plaintiff
717 Frederick Rd.
Catonsville, Md. 21228
744-5600

RECEIVED
CLERK, CIRCUIT COURT
1981 SEP 21 AM 9:40
QUEEN ANNE'S COUNTY

LIBER 13 PAGE 796

DOCUMENT NO. 96,448

COMMERCIAL CREDIT CORPORATION

MORTGAGE

Loan Number _____

Date of Note and Mortgage	Amount Financed (Principal amount of loan)	Total of Payments	Amount of each Payment	Number of Payments	First Payment Due Date
12/29/78	11,125.00	17,704.32	184.42	96	2/10/79
Amount of Interest	**Agreed Rate of Interest**	**Loan Origination Fee (if any)**	**Official Fees**	**Credit Life Ins. Premium (if any)**	**Credit Disability Ins. Premium (if any)**
6,356.82	12.00 % per annum	222.50	41.80	NONE	NONE

MORTGAGOR(S) (Name & Addresses)

Jean Helen Graham
Robert L. Graham
Rt.1 Box 693A
Stevensville, Maryland 21666

MORTGAGEE

Commercial Credit Corporation
53 McKinsey Road
Severna Park, Maryland 21146 Maryland

In consideration of a loan made by Mortgagee to Mortgagor(s) at its above office, as described above, receipt of which is hereby acknowledged, the Mortgagor(s) above named, for themselves, their heirs and assigns, do hereby grant, sell, convey and mortgage to Mortgagee the mortgaged real property hereinafter described; provided, however, if the Mortgagor(s) well and truly pay to the Mortgagee at its above office according to the terms of said Note and covenants herein contained, then these presents shall cease and be void, otherwise to remain in full force and effect.

Mortgagee may also require Mortgagor(s) to procure and maintain fire and extended coverage insurance upon the property hereby mortgaged in such amount and on such terms as to fully protect such property from the hazards ordinarily insured against in such transactions.

Mortgagor(s) shall pay all taxes, ground rent and assessments that may be levied against such mortgaged property. In case Mortgagor(s) shall fail to pay such expenses, Mortgagee, at its option, may pay them and all sums of money so expended shall be repayable by Mortgagor(s) on demand, and such expenditure shall be secured by this mortgage. Mortgagor(s) further agree to pay, as and when due, all prior liens and encumbrances on the mortgaged property, and not to encumber or transfer title thereto henceforth in any manner, whether voluntary or otherwise, without the written consent of Mortgagee.

Mortgagor(s) may possess said property until default in the payment of said Note or performance of the covenants herein contained. On the failure to keep and perform all covenants, agreements and conditions therein, or any extensions or renewals or rearrangements thereof, Mortgagor(s) hereby declare their assent to the passing of a decree by any court of competent jurisdiction for the sale thereof in accordance with the Annotated Code of Maryland and the Maryland rules, the net proceeds of any sale hereunder, after repayment of all expenses incident to such sale, including reasonable attorneys' fees and including 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, shall be applied on the indebtedness secured hereby and any surplus shall be paid to the Mortgagor(s).

Any failure of the Mortgagee to enforce any of its rights or remedies hereunder shall not be a waiver of any right to do so thereafter.

JAN -8-79 * 23990 *****41.80
JAN -8-79 A 23990 *****36.30
JAN -8-79 A 23989 ******5.50

Description of the mortgaged property:

All that lot or parcel of ground situate and lying in:

Stevensville, Queen Anne County, Maryland, commonly known as Rt. 1 Box 693A Block D Lot 25 and more particularly described in that certain instrument recorded among the land records of said county at Liber No. CWC142 Folio 250 (Mtg. CWC142 pg.252)

Witness the hands and seals of Mortgagor(s) the day of the date hereof above written.

Signed, sealed and delivered in the presence of:

C. L. Perry

Jean Helen Graham (SEAL)

Robert L. Graham (SEAL)

STATE OF MARYLAND
CITY/COUNTY OF Baltimore SS:

I hereby certify that on this 29th day of December, 19 78, before me the subscriber, a Notary Public of Maryland in and for said CITY/COUNTY, personally appeared Jean Helen Graham & Robert L. Graham Mortgagor(s) named in the within Mortgage and acknowledged the same to be their act. And, at the same time, before me also personally appeared C. L. Perry Attorney in Fact of the Mortgagee named in the within Mortgage and made oath in due form of law that the consideration set forth therein is true and bona fide, as therein set forth, and further that he (or she) is the agent in this behalf of said Mortgagee and is duly authorized.

Witness my hand and Notarial Seal.

Gene W. Wolff Notary Public

My Commission Expires [illegible]

1979 JAN -8 AM 9:46

The within Mortgage is hereby released. Witness the hand and seal of the undersigned Mortgagee this _____ day of _____, 19____.

Witness:

COMMERCIAL CREDIT CORPORATION

BY: _____ (SEAL)

ORIGINAL—TO BE RECORDED
DUPLICATE—BORROWER
TRIPLICATE—OFFICE COPY

CCC 1568-D Printed in U.S.A. 6/77

LIBER 145 PAGE 429

The Equitable Trust Company Plaintiff	:	IN THE
	:	CIRCUIT COURT
-vs-	:	FOR
Jean Helen Graham Rt. 1 - Box 693A Alleghany Road Stevensville, Md. 21666 Defendant	:	QUEEN ANNE'S COUNTY Case No: 6764 - In Equity

* *

AFFIDAVIT

I HEREBY CERTIFY, that on this 17th day of September, 1981, before me the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared, Gene Wolff, and made oath that he is the Manager of Commercial Credit Corp., and that he has personal knowledge of the matters and facts alleged herein.

AS WITNESS my hand and Notarial Seal.

Lynne C. Cockerill
NOTARY PUBLIC

LYNNE C. COCKERILL NOTARY PUBLIC BALTIMORE CO., MD.

CERTIFICATION

I HEREBY CERTIFY, that on this 17th day of September, 1981, I mailed a copy of the foregoing Petition, Affidavit and Order to Samuel Clark, Esquire, 10 Light St., Baltimore, Md. 21202, attorney for Plaintiff.

Donald E. Manger
DONALD E. MANGER

RECEIVED
CLERK, CIRCUIT COURT
1981 SEP 21 AM 9:41
QUEEN ANNE'S COUNTY

LIBER 13 PAGE 798

MEMO

MARGUERITE W. MANKIN
CLERK OF THE CIRCUIT COURT

From the desk of
BETTY COMEGYS

Queen Anne's County
Centreville, Maryland 21617
758-1773

9/21/81

Re: Equity No. 6764
Equitable Trust vs. Graham

Dear Mr. Manger:

The Petition for claim filed by Commercial Credit Corp. in the above entitled case will be referred to the Court's Auditor, John W. Sause, Jr., Esq., after the sale is ratified, pursuant to Second Circuit Rule W75.

Very truly yours,

Betty M. Comegys

The Equitable Trust Company Plaintiff	:	IN THE
	:	CIRCUIT COURT
-vs-	:	FOR
Jean Helen Graham Rt. 1 - Box 693A Alleghany Road Stevensville, Md. 21666 Defendant	:	QUEEN ANNE'S COUNTY
	:	Case No: 6764 - In Equity

* *

ORDER

Upon Consideration of the aforegoing Petition and Affidavit it is this day of , 1981, ORDERED, that the claim of Commercial Credit Corporation in the amount of $12,041.99, Twelve thousand Forty One dollars and Ninety Nine cents is approved for payment in its order of priority out of any surplus, if any there may be, in these foreclosure proceedings.

JUDGE

LIBER 13 PAGE 800

Centreville, Md. 9-9 19 81

We Hereby Certify

That the annexed advertisement of

Valuable Fee Simple

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 4 successive weeks before the 9th day of September 1981. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 19th day of August 19 81, and the last insertion on the 9th day of September 19 81.

Publishers, Record Observer

Per Margie Freeman

RECEIVED
CLERK, CIRCUIT COURT
1981 OCT -8 AM 10: 02
QUEEN ANNE'S COUNTY

Miles & Stockbridge
Solicitors
10 Light Street
Baltimore, Maryland 21202

Valuable Fee Simple Real Property,

Improved by a Frame Ranch Style Dwelling known as Box 693-A AlleghonyRoad located in the subdivision known as "Romancoke on the Bay" Off of Maryland Route 8 on Kent Island, Stevensville, Queen Anne's County, Maryland

By virtue of a decree of the Circuit Court for Queen Anne's County, Equity Case No. 6764, the undersigned Trustee will sell at public auction on the Premises on

Wed., Sept. 9, 1981

at 12 o'clock p.m.

ALL that lot of ground and the Improvements thereon situate in Queen Anne's County, Maryland and described as follows:

ALL that lot or parcel of land situate, lying and being on Kent Island, Fourth Election District of Queen Anne's County, State of Maryland, set forth and shown on a plat entitled "Romancoke on the Bay" by William D. Purdum, registered surveyor, dated the 15th day of August, 1952, and recorded among the land Records of Queen Anne's County in Liber T.S.P. No. 6, folio 330, said lot being known and designated thereon as Lot No. 25, Block D, Section 1, Romancoke on the Bay.

BEING the same property granted and conveyed from Mary C. Bannon, Personal Representative of the Estate of Katherine Millionie, deceased, unto Jean Helen Graham, by deed dated October 19, 1978, and recorded among the Land Records of Queen Anne's County in Liber 142, page 250.

The Property will be sold subject to restrictions, convenants and conditions in a deed from Chester Beach, Inc. to Robert F. Podlich, dated the 8th day of September, 1952, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 6 folio 323; an amendment dated October 29, 1952, recorded as aforesaid in Liber T.S.P. No. 7 folio 300; further amended on June 3, 1954, recorded in Liber T.S.P. No. 16 folio 278.

The Property will be sold subject to any other conditions, restrictions and agreements of record affecting the same, if any, and any encroachments, overlaps, boundary line disputes and other matters which could be disclosed by an accurate survey of the premises.

The imorovements on the Property consist of a six-room frame ranch-style dwelling containing 3 bedrooms, 1 bath, enclosed porch, forced warm air oil heat.

TERMS OF SALE

A cash deposit or certified check in the amount of $2,500 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 of ten per cent (10%) per annum on the unpaid purchase-money from the day of sale to date of settlement. Taxes, water rent and all other public charges and assessments, payable on an annual basis including sanitary and/or Metropolitan District charges to be adjusted for the current year to date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps and transfer taxes, if any, shall be borne by the purchaser.

Samuel H. Clark, Jr.,
Trustee
10 Light Street
Baltimore, Maryland 21202
301-727-6464
Nelson Auction Gallery, Inc.
P.O. Box 95
Trappe, Maryland 21673
(301) 822-4351
Auctioneer

RO-8-19-4t-029

Centreville, Md. 10-109 81

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 16th day of October 19 81

And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 23rd day of September 19 81, and the last insertion on the 7th day of October 19 81.

Publishers, Record Observer

Per Margie Freeman

RECEIVED
CLERK CIRCUIT COURT
1981 OCT -9 AM 10: 28
QUEEN ANNE'S COUNTY

ORDER NISI
ON SALE
THE EQUITABLE
TRUST COMPANY
Plaintiff
vs.
JEAN HELEN GRAHAM
Defendant
In the Circuit Court
for
Queen Anne's County
In Equity
Cause No. 6764

ORDERED, this 15th day of September, 1981, that the sale of the real property, made and reported in this cause by Samuel H. Clark, Jr., Trustee, be ratified and confirmed, on or after the 16th day of October, 1981, 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 9th day of October, 1981.

The report states the amount of sales to be $30,100.00.

Marguerite W. Mankin,
Clerk

True Copy, Test:
Marguerite W. Mankin,
Clerk
BY: Betty M. Comegys
Deputy Clerk

Filed: September 15, 1981.

RO-9-23-3t-036

LIBER 13 PAGE 801

LIBER 13 PAGE 802

FINAL ORDER RATIFICATION OF SALE

The Equitable Trust Company
100 South Charles Street
Baltimore, Maryland 21201

Plaintiff

Vs.

Jean Helen Graham
Rt. 1 - Box 693A
Alleghany Road
Stevensville, Maryland 21666

Defendant

IN THE CIRCUIT COURT

FOR QUEEN ANNE's COUNTY

In Equity, No. 6764

ORDERED, This 22nd day of October, 1981, by the Circuit Court for Queen Anne's County, in Equity, that the sale of the property mentioned in these proceedings by Samuel H. Clark, Jr. Trustee, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the previous Order of this Court; and the Trustee is allowed the usual commissions and all expenses, not personal, for which he shall produce vouchers to the Auditor.

Clayton C. Carter

RECEIVED
CLERK, CIRCUIT COURT
1981 OCT 22 PM 2:19
QUEEN ANNE'S COUNTY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

The Equitable Trust Company Plaintiff	:	
vs.	:	Equity # 6764
Jean Helen Graham Defendant	:	

: : : : :

AUDITOR'S NOTICE TO CLAIMANTS

Pursuant to the rule of the Circuit Court for Queen Anne's County, NOTICE IS HEREBY GIVEN to the mortgagor, judgment creditors, other lienors and assignees of the mortgagor, and all persons claiming an interest in the equity of redemption of the real estate of

Jean Helen Graham

warning them to file their claims, with the proper vouchers thereof, with the Clerk of Court, at the Court House, in Centreville, Maryland, on or before the 4th day of January, 19 82, otherwise they be excluded from participating in the distribution of the surplus proceeds of sale of the mortgaged property; provided a copy of this notice be inserted in some newspaper published in the County aforesaid once in each of three successive weeks before the 4th day of December, 19 81.

John W. Sause, Jr.
Auditor of the
Circuit Court for
Queen Anne's County

RECEIVED
CLERK OF CIRCUIT COURT
1981 OCT 28 AM 10:29
QUEEN ANNE'S COUNTY

LIBER 13 PAGE 804

Centreville, Md. 12-10 19 81

We Hereby Certify

That the annexed advertisement of AUDITOR's NOTICE was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 4th day of December 19 81. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 4th day of November 19 81, and the last insertion on the 18th day of November 19 81.

Publishers, Record Observer

Per Margie Lemmon

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
The Equitable Trust Company
Plaintiff
vs.
Jean Helen Graham
Defendant
Equity # 6764

AUDITOR'S NOTICE TO CLAIMANTS

Pursuant to the rule of the Circuit Court for Queen Anne's County, NOTICE IS HEREBY GIVEN to the mortgagor, judgment creditors, other lienors and assignees of the mortgagor, and all persons claiming an interest in the equity or redemption of the real estate of Jean Helen Graham warning them to file their claims, with the proper vouchers thereof, with the Clerk of Court, at the Court House, in Centreville, Maryland, on or before the 4th day of January, 1982, otherwise they be excluded from participating in the distribution of the surplus proceeds of sale of the mortgaged property; provided a copy of this notice be inserted in some newspaper published in the County aforesaid once in each of three successive weeks before the 4th day of December, 1981.

John W. Sause, Jr.
Auditor of the
Circuit Court for
Queen Anne's County

RO-11-4-3t-05

RECEIVED
CLERK, CIRCUIT COURT
1981 DEC 31 AM 10 01
QUEEN ANNE'S COUNTY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

THE EQUITABLE TRUST COMPANY :

v. : Chancery # 6764

JEAN HELEN GRAHAM :

: : : : :

REQUEST FOR ADDITIONAL COMPENSATION

The above-entitled cause having been referred to the Auditor in accordance with Maryland and Second Circuit Rules W75 a, there being surplus proceeds of sale after payment to the mortgagee of his claim and expenses, the Auditor respectfully requests the allowance of extra compensation for the services performed by him for the reason that he has been required, in addition to his customary and usual duties, to prepare and publish the Notice prescribed by Second Circuit Rule W75 a 2; to review the claim filed herein; and to provide notification of the Account in addition to the notification ordinarily required by Second Circuit Rule 12 d.

John W. Sause, Jr.
Auditor

ORDER

The foregoing Application having been read and considered, and it appearing that the Auditor has performed duties other than the customary and usual duties performed in an audit not involving third-party claims to surplus proceeds of sale, it is this 6th day of January, 1982 by the Circuit Court for Queen Anne's County,

ORDERED, that the Auditor is allowed a total fee of $ 75.00 , together with out of pocket traveling and other expenses allowed by Second Circuit Rule 12 b, such fees and expenses to be paid from funds of the estate, subject to the right of any interested person to file exceptions to this allowance in the manner provided by Maryland Rule 595 g.

JUDGE

FILED
CLERK, CIRCUIT COURT
1982 JAN -6 AM 10: 37
QUEEN ANNE'S COUNTY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

THE EQUITABLE TRUST COMPANY :

v. : Chancery #6764

JEAN HELEN GRAHAM :

: : : : :

AUDITOR'S ACCOUNT
AND PROPOSED DISTRIBUTION

PROCEEDS OF FORECLOSURE SALE			
Sale Price		$ 30,100.00	
Interest on $27,600 at 10% from 9/9 to 10/23/81 48 days at $7.56		362.88	
Real property taxes		174.60	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			$ 30,637.48
COMMISSIONS payable to Trustee		$ 1,655.00	
ATTORNEY FEE, per Mortgage		250.00	
EXPENSES OF SALE			
Court costs	$ 210.50		
Advertising			
Notices of sale	548.22		
Report of sale	39.62		
Notice to claimants	65.52		
Bond premium	90.00		
Auctioneer fee (maximum)	75.25		
Certified mail	1.70	1,030.81	
AUDITOR'S FEE AND COSTS			
Fee for audit (per Order)	$ 75.00		
Postage & xerox	1.53	76.53	3,012.34-
AVAILABLE FOR DISTRIBUTION			$ 27,625.14
INDEBTEDNESS UNDER MORTGAGE			
Principal, per Amended Statement of Debt		$ 24,501.62	
Interest at 10%			
7/19/80 to 7/18/81		2,450.16	
7/19/81 to 11/9/81		775.20	
Credit: balance in escrow		198.34-	
DISTRIBUTION TO MORTGAGOR			$ 27,528.64-
DISTRIBUTION TO COMMERCIAL CREDIT CORPORATION as per claim filed			96.50-
TOTAL DISTRIBUTION			$ 27,625.14-

Note: Interest payable after filing bankruptcy petition to 60 days after sale. 11 U.S.C.A. §506(b); Real Property Article, §7-105(d)

RECEIVED
CLERK CIRCUIT COURT
1982 JAN-7 PM 2:56
QUEEN ANNE'S COUNTY

NOTICE

The attached Account was filed on the 7th day of January, 1982. Exceptions to the Account must be filed within fifteen (15) days of that date. If no exceptions are filed within that fifteen (15) day period, the Account may thereupon be ratified.

CERTIFICATE OF AUDITOR

I hereby certify that I have examined the suggested Account, together with the receipts, vouchers, statements, suggested distribution and affidavit submitted by the Fiduciary in Chancery Cause #6764. On the basis of the facts which appear upon the face of the proceedings and proofs submitted to me, it is my opinion that the claims set forth in the foregoing Auditor's Account have been established and are properly allowable by law in the amounts there set forth. I further certify that on the 7th day of January, 1982, copies of the Auditor's Account and Notice, conforming to the requirements of Maryland Rule 595 g and Second Circuit Rule 12 d, were mailed to the following persons:

Samuel H. Clark, Esquire
10 Light Street
Baltimore, Maryland 21202

J. Richard O'Connell, Esquire
Attorney for The Equitable Trust Company
10 Light Street
Baltimore, Maryland 21202

Jean Helen Graham
Route 1 Box 693A
Stevensville, Maryland 21666

Donald E. Manger, Esquire
Attorney for Commercial Credit Corporation
717 Frederick Road
Catonsville, Maryland 21228

John W. Sause, Jr.
Auditor

RECEIVED
CLERK OF CIRCUIT COURT
1982 JAN -7 PM 12:56
QUEEN ANNE'S COUNTY

THE EQUITABLE TRUST COMPANY	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6764
JEAN HELEN GRAHAM	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 7th day of January, 1982, that the report and account filed in these proceedings by John W. Sause, Jr., Auditor, be ratified on or after the 25th day of January, 1982, 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. Meekins Clerk

Filed January 7, 1982

THE EQUITABLE TRUST COMPANY	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6764
	*	
JEAN HELEN GRAHAM	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 25th day of January, 19 82, by the Court that the account of the Auditor is finally ratified and confirmed, and Samuel H. Clark, Jr., Trustee, is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Marguerite H. Mankin Clerk

Filed January 25, 1982

LIBER 13 PAGE 810

IN THE MATTER OF THE SALE OF	*	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	*	FOR
NED LINWOOD FISHER AND	*	QUEEN ANNE'S COUNTY
JANET A. FISHER, HIS WIFE	*	EQUITY NO. 6966

***

AUG 31-81 * 25921 *****60 00
AUG 31-81 A 25921 *****60 00

MADAM CLERK:

Please docket the above entitled case and file the Original Mortgage, Statement of Mortgage Debt, Military Affidavit and a copy of the advertisement.

Michael R. Roblyer

MICHAEL R. ROBLYER
Assignee for the purposes of foreclosure
7 Willow Street
Annapolis, Md. 21401
(301) 266-5533

CLERK'S OFFICE
1981 AUG 31 AM 10: 18
QUEEN ANNE'S COUNTY

DOCUMENT NO. 85 397

MORTGAGE FEE — COUNTY
INCLUDING INTEREST

SECOND
This Mortgage, Made this 7th day of September in the year nineteen hundred and seventy-six ----------by and between ----------

----------NED LINWOOD FISHER and JANET A. FISHER, his wife----------

Mortgagors of Anne Arundel County in the State of Maryland, of the first part, and FARMERS NATIONAL BANK OF MARYLAND, a body corporate of the United States of America, Mortgagee, of the second part, Witnesseth:

WHEREAS, the said parties of the first part, ----------Ned Linwood Fisher and Janet A. Fisher, his wife----------are----justly and bona fide indebted unto the said party of the second part, Farmers National Bank of Maryland, in the full and just sum of---------- THIRTY-FIVE THOUSAND---------- DOLLARS, ($ 35,000.00) for the payment whereof, the said parties of the first part have passed to the party of the second part their joint and several promissory note of even date herewith in the amount of THIRTY-FIVE THOUSAND---------- Dollars, payable at Annapolis, Maryland, in monthly installments of FOUR HUNDRED SIXTY-TWO---------- Dollars and Fifty-three----------Cents ($ 462.93) commencing on the 7th day of January, 1977, and on the 7th day of each month thereafter to the 7th day of December, 1986, when all of the balance, if any, owing hereunder shall be due and payable; all payments so made shall be applied first to accrued but unpaid interest at the rate of TEN (10%) per cent per annum on the unpaid balance of the principal, to date of payment, and then to the principal.

Interest at the rate of Ten (10%) per cent per annum from the date hereof to the 7th day of December, 1976, shall be due and payable monthly.

IT IS AGREED AND UNDERSTOOD by and between the parties hereto as follows:

That the parties of the first part shall have the right and privilege of making larger payments on account of said principal sum at any payment due date.

That a failure on the part of the said parties of the first part, their heirs, personal representatives or assigns, to make the mortgage payments above set forth or to keep and perform any covenant of this mortgage shall constitute a default under this mortgage and no waiver of any one breach of any covenant herein, shall be construed to constitute a waiver of the covenant itself, or any subsequent breach thereof

That the parties of the first part shall keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

That should the title to the hereby mortgaged property be acquired by any person, persons, partnership or corporation other than the Mortgagor by voluntary grant or assignment or in any other manner, without the Mortgagees written consent, or should the same be encumbered by the Mortgagor, their respective successors, heirs, personal representatives and assigns without the Mortgagees written consent, then the whole of said principal sum shall immediately become due and payable as herein provided.

The parties of the first part hereby agree to pay a late charge not to exceed the greater of Two ($2.00) Dollars or five per cent (5%) of the total amount of any delinquent or late periodic installment of interest and principal which is received at the office of the Mortgagee more than fifteen (15) calendar days after the due date thereof to cover the extra expense involved in handling delinquent payments.

WHEREAS, the execution of this mortgage to secure the payment of the said sum of ---------- THIRTY-FIVE THOUSAND---------- Dollars ($ 35,000.00) plus interest thereon, was a condition precedent to said loan.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagors, Ned Linwood Fisher and Janet A. Fisher, his wife----------

----------do grant and convey unto the said Mortgagee, Farmers National Bank of Maryland, its successors and assigns, in fee simple, all those lots or parcels of ground situate and lying in the Fourth District, Queen Anne's County, and First Taxing District, Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same at a concrete monument set on the westernmost right of way line of Cox Neck Road (50 feet wide County Road), said monument being located South 09° 20' 57" West 710.00 feet from the beginning of the ninth or South 09° 20' 57" West 217.86 foot line of that conveyance from William Stewart Palmer and Eloise Anne Powers, Personal Representatives of the Estate of Edna C. Palmer, to Old Point Estates, Inc., a Maryland Corporation, by deed dated November 21, 1972, and recorded among the Land Record Books of Queen Annes County, Maryland, in Liber C.W.C. No. 69, folio 84; thence leaving said beginning point so fixed, and binding on the aforesaid westernmost right of way line of Cox Neck Road, South 09° 20' 57" West 661.65 feet to a concrete monument set; thence leaving said right of way line and running for five (5) new lines of division through the lands of Old Point Estates, Inc., the following courses and distances: North 80° 39' 03" West 1484.18 feet to a concrete monument set, North 03° 28' 55" East 224.56 feet to a concrete monument set, North 79° 51' 06" West 265.00 feet to a concrete monument set, North 01° 03' 52" East 640.42 feet to a concrete monument set, passing in transit a concrete monument found 180.00 feet from the beginning thereof, and South 74° 33' 12" East 1874.99 feet to the place of beginning. Containing in all 30.000 acres of land more or less, as surveyed by J. R. McCrone, Jr., Inc., Registered Engineers and Land Surveyors in June, 1973

BEING the same property conveyed by Old Point Estates, Inc., to Ned Linwood Fisher and Janet A. Fisher, his wife, by Deed dated the 30 day of June, 1973, and recorded or intended to be recorded among the Land Records of Queen Anne's County in Liber C.W.C. 75, folio 307.

PARCEL 2: BEING Lots 31 and 32, Block M, Section 2, Loch Haven Beach, as designated and shown on a Plat of Loch Haven Beach mady by W. C. Folsom, Surveyor in July, 1946, and recorded among the Plat Records of Anne Arundel County in Plat Book 19, folio 47, formerly recorded in Cabinet 3, Rod E-9, Plat 8.

BEING the same property conveyed to Net L Fisher and Janet A. Fisher, his wife, from Edward M. Hart and Grace E. Hart, his wife, by Deed dated February 16, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 274, folio 164.

RECEIVED FOR RECORD
& RECORDED IN LIBER CWC
NO. 109 FOLIO 493

1976 SEP 17 PM 2 23

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

SEP 17-76 * 22235 ****128.50
SEP 17-76 A 22235 ****115.50
SEP 17-76 A 22234 *****13.00

THE Mortgagors warrant specially the property hereby mortgaged and will execute such further assurances of the same as may be requisite.

This mortgage is made upon the distinct understanding between the parties hereto that if any of the following items are located on the property above described they shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged. viz.: All garages; all bathroom accessories, such as tub, lavatory, closet combination, huill in medicine cabinets; all kitchen accessories, such as sink, built in kitchen units, garbage disposal unit, dishwasher, gas, electric, and coal ranges; breakfast nook furniture which is attached to or affixed to the dwelling; all cellar accessories, such as laundry equipment and tubs; heating plant complete with its boiler, circulators, radiators, piping and tubing; hot water heaters; oil burner, with its motor, piping and tubing; oil tanks; built in club room with its appurtenances; built in radio and television antenna; all lighting fixtures; built in mantels; screens for windows and doors, storm-windows and window shades. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the Mortgagee as a part of the Mortgagee's security.

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

TO HAVE AND TO HOLD the aforesaid parcels of ground and premises unto and to the proper use and benefit of the said Mortgagee, Farmers National Bank of Maryland, its successors and assigns, forever.

PROVIDED, that if the said Mortgagors aforesaid their heirs, personal representative or assigns, shall well and truly pay or cause to be paid the aforesaid sum of THIRTY-FIVE THOUSAND---------- Dollars and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is further agreed that, until default be made in the premises, the said Mortgagor s aforesaid shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagors , aforesaid for their heirs, personal representatives and assigns, do hereby covenant to pay when legally remandable. But if default be made in payment of said money, or the interest thereon to accrue, or in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable. AND the said Mortgagor hereby assents to the passage of a decree for the sale of the herein described property at any time after a default has occurred in any of the covenants of this mortgage, as herein provided; and the said Mortgagor hereby authorizes the said Mortgagee, or ---------- R. Tilghman Brice, III-------- the duly authorized attorney or agent of said Mortgagee, after any default shall have occurred as aforesaid, to sell the hereby mortgaged property. Any such sale, whether under the aforementioned assent to a decree or under the aforementioned power of sale, shall be under the provisions of Real Property Article of the Annotated Code of Maryland Section 7-105 (Acts of 1974 of Chapter 12) and the Rules W70-W76 of the Maryland Rules of Procedure, or under any other general or local laws of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto. Such sale shall be made after giving notice by advertisement as required by the aforesaid Statute and Rules; and the terms of the sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And upon any such sale of said property under this mortgage, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a counsel fee of FIVE HUNDRED-------- Dollars ($ 500.00) for conducting the proceedings if without contest, but if legal services be rendered to the Mortgagee or to the Trustee or party selling under the power of sale in connection with any contested matter in the proceedings, then such additional counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee hereunder, whether the same shall have matured or not, including interest thereon until the final ratification of the final Auditor's Account in the foreclosure proceedings; (3) and the balance if any, to the said Mortgagor, or to whomsoever may be entitled to same. And in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof, the Mortgagor hereby covenants to pay also, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage, and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commission to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland and a counsel fee of FIVE HUNDRED---------- Dollars ($500.00); but said sale may be proceeded with unless, prior to the day appointed therefor, payment be made of said principal and interest, costs, expenses, commission and fee.

AND the said Mortgagors, as aforesaid for themselves, their heirs, personal representatives, and assigns, do further covenant to insure with such coverage as may be required from time to time by the Mortgagee, its successors or assigns, and pending the existence of this Mortgage, to keep insured in some good company or companies satisfactory to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land in the amount of THIRTY-FIVE THOUSAND----------Dollars, and to cause the policy to be effected thereon to be so framed or endorsed as in case of fire or other loss to inure to the benefit of the said Mortgagee, its successors or assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its successors, or assigns.

IT being understood and agreed that if the Mortgagor s, their heirs, personal representatives, or assigns, fails to pay any taxes and/or insurance premiums the Mortgagee, its successors or assigns, may in its discretion pay the same and charge said taxes and/or insurance premiums to the mortgage indebtedness.

Whenever used herein, the words "Mortgagor" and "Mortgagee" shall include the heirs, personal representatives and/or assigns of the Mortgagor or Mortgagors, or Mortgagee or Mortgagees, and the successors and/or assigns of the Mortgagee or Mortgagees. The use of any gender shall be applicable to all genders and "Mortgagee" shall include any payee of the indebtedness hereby secured, or any transferee thereof whether by operation of law or otherwise. The use of the singular shall include the plural, and the plural the singular.

THE Mortgagor by execution of this instrument certifies that, prior to such execution, he has received a fully executed agreement as to the contractual rate of interest, and a loan disclosure statement in connection with this loan as required by Commercial Law Article of the Annotated Code of Maryland, Section 12 (Acts of 1975, Chapter 49); and the parties agree that the provisions of Section 12 of the Commercial Law Article of the Annotated Code of Maryland, as to delinquent or late payment charges and prepayment terms, are made a part of this Mortgage agreement, unless other provisions regarding the same are specifically set out herein.

WITNESS the hands and seals of said Mortgagors.
This mortgage is executed in duplicate for simultaneous recording in Anne Arundel and Queen Anne's County.
WITNESS:

Ned Linwood Fisher (SEAL)
Ned Linwood Fisher

Janet A. Fisher (SEAL)
Janet A. Fisher

LIBER 108 PAGE 885 LIBER 13 PAGE 813

LIBER 13 PAGE 814

LIBER 109 PAGE 486

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this 7th day of September, in the year Nineteen Hundred and seventy-six----------, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ----------

Ned Linwood Fisher and Janet A. Fisher, his wife----------

the Mortgagor ~~and~~ named in the aforegoing Mortgage and they acknowledged the aforegoing Mortgage to be their act.

AS WITNESS my hand and Notarial Seal.

Doris E. Russell
Notary Public

I HEREBY CERTIFY that on this 7th day of Sept., 1976 before me a Notary Public of the State and County aforesaid personally appeared. GILBERT L. HARDESTY, Cashier---------- ,an agent of the party secured by the foregoing Mortgage, and made oath in due form of law that the consideration recited in said Mortgage ($ 35,000.00) is true and bona fide as therein set forth; and that the loan sum secured hereby has been paid over and disbursed by the Party secured hereby unto the within named party of the first part or the person responsible for the disbursement of funds in the closing transaction or their respective agent at a time no later than the final ~~and complete~~ execution and delivery by the borrowers of this Mortgage; 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.

Doris E. Russell
Doris E. Russell Notary Public

Mortgage
FROM
Ned Linwood Fisher and Janet A. Fisher, his wife
TO
FARMERS NATIONAL BANK
OF MARYLAND
a body corporate.

30 acres, 4th Dist., Queen Annes County and Lots 31, 32, Bk. M., Sect. 2, Loch Haven Beach

QUEEN ANNE'S COUNTY, SCT.
I HEREBY CERTIFY THAT
THIS Mortgage WAS
RECEIVED FOR RECORD THIS 17th
DAY OF Sept. 19 76 AT 8:23 P.M.
RE AND RECORDED IN
LIBER Clerk's #109 folio 493 Land
RECORD BOOK FOR QUEEN ANNE'S
COUNTY
Cecil W. Cecil CLERK

R. TILGHMAN BRICE, III.
ATTORNEY AND COUNSELOR AT LAW
140 SOUTH STREET
P. O. BOX 133
ANNAPOLIS, MARYLAND

CLERK	$13.00
STAMP	115.50
TOTAL	$128.50

IN THE MATTER OF THE SALE OF	*	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	*	FOR
NED LINWOOD FISHER AND	*	QUEEN ANNE'S COUNTY
JANET A. FISHER, HIS WIFE	*	EQUITY NO. 6966

***

STATEMENT OF MORTGAGE DEBT

Original Principal Amount of Mortgage:	$60,000.00
Less payments made on account of principal:	13,829.95
Present Principal Balance:	$46,170.05
Plus Interest due from 7/15/81 to 8/31/81 @ 8% per annum ($10.12 per diem):	475.64
Total Mortgage Claim:	$46,645.69

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY that on this 28th day of August, 1981, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared CHARLES E. GRIFFITH, Senior Vice President of Farmers National Bank of Maryland and made oath in due form of law that the matters and facts set forth in the foregoing Statement of Mortgage Debt are true and correct to the best of his knowledge, information and belief and further that he is duly authorized to make this acknowledgement.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My commission expires: July 1, 1982

LIBER 13 PAGE 816

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY, STATE OF MARYLAND, } ss: IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF NED LINWOOD FISHER AND JANET A. FISHER, HIS WIFE

I hereby certify that, on this 28th day of August 19 81, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County,

MICHAEL R. ROBLYER, Assignee for the purpose of foreclosure

plaintiff, in the above entitled cause, and made oath, in due form of law, that defendant s
(Here, state facts showing that the defendant is not in the military service of the United States of America.)

Reside in Anne Arundel County, Maryland

and are not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 28th day of August, 19 81.

Notarial Seal

Notary Public.

My Commission will expire on: July 1, 1982

Filed,

GEN -1
THE PAUL CO.

RULLMAN, STEVENS & ROBLYER, P.A.
7 Willow Street
Annapolis, Maryland 21401

MORTGAGEE'S SALE

OF

VALUABLE REAL ESTATE

SITUATE IN THE FOURTH TAXING DISTRICT OF QUEEN ANNE'S COUNTY ON KENT ISLAND CONSISTING OF 30 ACRES, MORE OR LESS OF TILLABLE FARMLAND AND BEING IMPROVED BY A TWO STORY DWELLING (THE ORIGINAL PART OF WHICH WAS BUILT IN 1887) WITH WOODEN CLAPBOARD EXTERIOR, TWO BEDROOMS, KITCHEN, DINING ROOM WITH BUILT-IN CHINA CABINET, LIVING ROOM WITH BRICK FIREPLACE. WINDOWS ARE INSULATED AND A HEAT PUMP HAS BEEN INSTALLED. PROPERTY HAS FRONTAGE OF APPROXIMATELY 600 FEET ON COX'S NECK ROAD.

Under and by virtue of a power of sale contained in a Mortgage from Ned Linwood Fisher and Janet A. Fisher, his wife, securing Farmers National Bank of Maryland, dated the 15th day of June, 1973 and recorded among the Land Records of Queen Anne's County in Liber 75, folio 310, default having occurred thereunder, Michael R. Roblyer, Assignee for the purpose of foreclosure, will offer for public sale at the Courthouse Door in the City of Centreville, Queen Anne's County, Maryland on

WEDNESDAY SEPTEMBER 30, 1981
AT 11:00 A.M.

the following described property, namely:

ALL those lots or parcels of ground situate and lying in the Fourth District, Queen Anne's County, State of Maryland, as described as follows:

PARCEL 1. BEGINNING for the same at a concrete monument set on the westernmost right of way line of Cox Neck Road (50 feet wide County Road), said monument being located South 09 degrees 20' 57" West 710.00 feet from the beginning of the ninth or South 09 degrees 20' 57" West 2174.86 foot line of that conveyance from William Stewart Palmer and Eloise Anne Powers, Personal Representatives of the Estate of Edna C. Palmer, to Old Point Estates, Inc., a Maryland Corporation, by deed dated November 21, 1972 and recorded among the Land Records of Queen Anne's County, Maryland in Liber C.W.C. No. 69, folio 84; thence leaving said beginning point so fixed, and binding on the aforesaid westernmost right of way line of Cox Neck Road, South 09 degrees 20' 57" West 661.65 feet to a concrete monument set; thence leaving said right of way line and running for five (5) new lines of division through the lands of Old Point Estates, Inc., the following courses and distances: North 80 degrees 39' 03" West 1484.18 feet to a concrete monument set, North 03° 28' 55" East 224.56 feet to a concrete monument set, North 79 degrees 51' 06" West 265.00 feet to a concrete monument set, passing in transit a concrete monument found 180.00 feet from the beginning thereof, and South 74 degrees 33' 12" East 1874.99 feet to the place of beginning. Containing in all 30.000 acres of land, more or less, as surveyed by J. R. McCrone, Jr., Inc., Registered Engineers and Land Surveyors in June, 1973.

Being the same property conveyed by Old Point Estates, Inc., to Ned Linwood Fisher and Janet A. Fisher, his wife by Deed dated the 15th day of June, 1973 and recorded among the Land Records of Queen Anne's County in Liber 75, folio 307.

TERMS OF SALE: A deposit of $5,000.00 in cash or certified check will be required of the purchaser or purchasers on the day of sale. Balance of the

purchase money with interest thereon at the rate of 8% per annum to be paid in cash upon final ratification of the sale. 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 the purchaser or purchasers. The property will be sold in an "As Is" condition subject to any prior conditions, restrictions and agreements of record, and also any existing building violations affecting the same, if any. Terms of the sale are to be complied with within 15 days after final ratification of the sale by the Circuit Court for Queen Anne's County, otherwise the property will be resold at the risk and cost of the defaulting purchaser or purchasers. For further particulars, please contact Michael R. Roblyer, Assignee for the purpose of foreclosure, 7 Willow Street, Annapolis, Maryland 21401 (301) 266-5533.

MICHAEL R. ROBLYER
Assignee for the purpose of
foreclosure

HARRY RUDNICK & SONS, INC.....AUCTIONEERS & APPRAISERS

IN THE MATTER OF THE SALE OF	*	IN THE CIRCUIT COURT
THE MORTGAGE REAL ESTATE OF	*	FOR
NED LINWOOD FISHER AND	*	QUEEN ANNE'S COUNTY
JANET A. FISHER, HIS WIFE	*	EQUITY NO. 6966

***

VERIFICATION IN COMPLIANCE WITH
MARYLAND RULE W74, a., 2., (c)

I do solemnly declare and affirm under the penalties of perjury that I have complied with the provisions of Maryland Rule W74, a., 2., (c).

Michael R. Roblyer

MICHAEL R. ROBLYER
Assignee for the purposes of foreclosure

RECEIVED
CLERK, CIRCUIT COURT
1981 SEP 21 AM 9:40
QUEEN ANNE'S COUNTY

IN THE MATTER OF THE SALE OF	*	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	*	FOR
NED LINWOOD FISHER AND	*	QUEEN ANNE'S COUNTY
JANET A. FISHER, HIS WIFE	*	EQUITY NO. 6966

***

RECEIVED
CLERK OF CIRCUIT COURT
1981 SEP 30 AM 11: 34
QUEEN ANNE'S COUNTY

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Michael R. Roblyer, Assignee for the purposes of foreclosure on real estate mentioned in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Ned Linwood Fisher and Janet A. Fisher, his wife, securing Farmers National Bank of Maryland, dated the 15th day of June, 1973 and recorded among the Land Records of Queen Anne's County in Liber 75, folio 310, default having occurred thereunder, the said Michael R. Roblyer, 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 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 public sale at the Court House Door in the City of Centreville, Queen Anne's County, Maryland on September 30, 1981 at 11:00 a.m. and then and there sold the property to Robert Allan Price and Betty Marie Price, whose mailing address is Route 2, Box 683 Chester, Md. 21619, at and for the sum of Eighty Seven Thousand and 00/100 ——— DOLLARS ($87,000.00), he/they then and there being the highest bidder therefor, which property is described as follows:

ALL those lots or parcels of ground situate and lying in the Fourth District, Queen Anne's County, State of Maryland, and described as follows:

PARCEL 1. BEGINNING for the same at a concrete monument set on the

westernmost right of way line of Cox Neck Road (50 feet wide County Road), said monument being located South 09 degrees 20' 57" West 710.00 feet from the beginning of the ninth or South 09 degrees 20' 57" West 2174.86 foot line of that conveyance from William Stewart Palmer and Eloise Anne Powers, Personal Representatives of the Estate of Edna C. Palmer, to Old Point Estates, Inc., a Maryland Corporation, by deed dated November 21, 1972 and recorded among the Land Records of Queen Anne's County, Maryland in Liber C.W.C. No. 69, folio 84; thence leaving said beginning point so fixed, and binding on the aforesaid westernmost right of way line of Cox Neck Road, South 09 degrees 20' 57" West 661.65 feet to a concrete monument set; thence leaving said right of way line and running for five (5) new lines of division through the lands of Old Point Estates, Inc. the following courses and distances: North 80 degrees 39' 03" West 1484.18 feet to a concrete monument set, North 03 degrees 28' 55" East 224.56 feet to a concrete monument set, North 79 degrees 51' 06" West 265 feet to a concrete monument set, passing in transit a concrete monument found 180.00 feet from the beginning thereof, and South 74 degrees 33' 12" East 1874.99 feet to the place of beginning. Containing in all 30.000 acres of land, more or less, as surveyed by J. R. McCrone, Jr., Inc., Registered Engineers and Land Surveyors in June, 1973.

BEING the same property conveyed by Old Point Estates, Inc. to Ned Linwood Fisher and Janet A. Fisher, his wife by Deed dated the 15th day of June, 1973 and recorded among the Land Records of Queen Anne's County in Liber 75, folio 307.

And the said Assignee for the purposes of foreclosure 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 were advertised as follows:

A deposit of $5,000.00 in cash or certified check will be required of the purchaser or purchasers on the day of sale. Balance of the purchase money with interest thereon at the rate of 8% per annum to be paid in cash upon final ratification of the sale. 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 the purchaser or purchasers. The property will be sold in an "As Is" condition subject to any prior conditions, restrictions and agreements of record, and also any building violations affecting the same, if any. Terms of the sale are to be complied with within 15 days after final ratification of the sale by the Circuit Court for Queen Anne's County, otherwise the property will be resold at the risk and cost of the defaulting purchaser or purchasers.

Respectfully submitted,

MICHAEL R. ROBLYER
Assignee for the purposes of foreclosure

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY that on this 30th day of ~~October~~ Sept, 1981, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared MICHAEL R. ROBLYER, Assignee for the purposes of foreclosure, who 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 stated and further that the sale was fairly made.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My commission expires: July 1, 1982

3 158 Bond No. 951-52-72

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE, MD. 21203

Equity # 6966

KNOW ALL MEN BY THESE PRESENTS:

That we, Michael R. Robyler

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 Fifty Thousand--------($50,000.)

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 29 day of September in the year of our Lord 1981

Whereas, the above bounden Michael R. Robyler

by virtue of the power contained in a mortgage from Ned Linwood Fisher and Janet A. Fisher, spouse

to Farmers National Bank

bearing date the 18 day of June, 1973 and recorded among the mortgage records of Queen Anne County in Liber No. 75 Folio 310 and Michael R. Robyler

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Michael R. Robyler

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 Michael R. Robyler

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:

Joseph Rudnick

Michael R. Robyler (SEAL)
Michael R. Robyler, Esquire

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Frederick J. Crismon

Rena L. Degen As to Surety

Y3223(BID)—500, 11-76 201940
Formerly MD3122a
Mortgagee's or Attorney's Bond

LIBER 13 PAGE 823

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber MWM No. 3, folio 158, 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 September, 1981.

Marguerite W. Markin

Clerk of the Circuit Court for
Queen Anne's County

EQUITY NO. 6966

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 Wednesday September 30, 1981 at 11:00 A.M., at and for the sum of Eighty Seven Thousand and — DOLLARS ($ 87,000.00), I then and there being the highest bidder thereof, and in the name(s) of Robert Allen Price and Betty Marie Price, and I/we agree to comply with the terms of sale as expressed on the reverse side hereof.

Robert Allen Price
Betty Marie Price
Purchaser(s)

I HEREBY CERTIFY, that I, as Auctioneer, did sell the property described on the reverse side hereof at public sale, on Wednesday, September 30, 1981 at 11:00 A.M. at the Court House Door, in the City of Centreville, Maryland to Robert Allen Price and Betty Marie Price, at and for the sum of Eighty Seven Thousand — DOLLARS ($ 87,000.-), he/they then and there being the highest bidder(s) therefor; I further certify that the sale was fairly made.

Joseph Rudnick, Pres.
Harry H. Rudnick & Sons, Inc. Auctioneer

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

I HEREBY CERTIFY that on this 30th day of September, 1981, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Robert Allen Price and Betty Marie Price, 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 interested in this purchase is: Robert Allen Price and Betty Marie Price.

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.

Robert Allen Price
Betty Marie Price
Purchaser

WITNESS my hand and Notarial Seal.

Helen E. Sauder
NOTARY PUBLIC

My commission expires: 7/1/82

NOTARY PUBLIC QUEEN ANNE'S CO.

RECEIVED
CLERK OF CIRCUIT COURT
1981 SEP 30 AM 11:34
QUEEN ANNE'S COUNTY

RULLMAN, STEVENS & ROBLYER, P.A.
7 Willow Street
Annapolis, Maryland 21401

MORTGAGEE'S SALE

OF

VALUABLE REAL ESTATE

SITUATE IN THE FOURTH TAXING DISTRICT OF QUEEN ANNE'S COUNTY ON KENT ISLAND CONSISTING OF 30 ACRES, MORE OR LESS OF TILLABLE FARMLAND AND BEING IMPROVED BY A TWO STORY DWELLING (THE ORIGINAL PART OF WHICH WAS BUILT IN 1887) WITH WOODEN CLAPBOARD EXTERIOR, TWO BEDROOMS, KITCHEN, DINING ROOM WITH BUILT-IN CHINA CABINET, LIVING ROOM WITH BRICK FIREPLACE. WINDOWS ARE INSULATED AND A HEAT PUMP HAS BEEN INSTALLED. PROPERTY HAS FRONTAGE OF APPROXIMATELY 600 FEET ON COX'S NECK ROAD.

Under and by virtue of a power of sale contained in a Mortgage from Ned Linwood Fisher and Janet A. Fisher, his wife, securing Farmers National Bank of Maryland, dated the 15th day of June, 1973 and recorded among the Land Records of Queen Anne's County in Liber 75, folio 310, default having occurred thereunder, Michael R. Roblyer, Assignee for the purpose of foreclosure, will offer for public sale at the Courthouse Door in the City of Centreville, Queen Anne's County, Maryland on

WEDNESDAY SEPTEMBER 30, 1981
AT 11:00 A.M.

the following described property, namely:

ALL those lots or parcels of ground situate and lying in the Fourth District, Queen Anne's County, State of Maryland, as described as follows:

PARCEL 1. BEGINNING for the same at a concrete monument set on the westernmost right of way line of Cox Neck Road (50 feet wide County Road), said monument being located South 09 degrees 20' 57" West 710.00 feet from the beginning of the ninth or South 09 degrees 20' 57" West 2174.86 foot line of that conveyance from William Stewart Palmer and Eloise Anne Powers, Personal Representatives of the Estate of Edna C. Palmer, to Old Point Estates, Inc., a Maryland Corporation, by deed dated November 21, 1972 and recorded among the Land Records of Queen Anne's County, Maryland in Liber C.W.C. No. 69, folio 84; thence leaving said beginning point so fixed, and binding on the aforesaid westernmost right of way line of Cox Neck Road, South 09 degrees 20' 57" West 661.65 feet to a concrete monument set; thence leaving said right of way line and running for five (5) new lines of division through the lands of Old Point Estates, Inc., the following courses and distances: North 80 degrees 39' 03" West 1484.18 feet to a concrete monument set, North 03° 28' 55" East 224.56 feet to a concrete monument set, North 79 degrees 51' 06" West 265.00 feet to a concrete monument set, passing in transit a concrete monument found 180.00 feet from the beginning thereof, and South 74 degrees 33' 12" East 1874.99 feet to the place of beginning. Containing in all 30.000 acres of land, more or less, as surveyed by J. R. McCrone, Jr., Inc., Registered Engineers and Land Surveyors in June, 1973.

Being the same property conveyed by Old Point Estates, Inc., to Ned Linwood Fisher and Janet A. Fisher, his wife by Deed dated the 15th day of June, 1973 and recorded among the Land Records of Queen Anne's County in Liber 75, folio 307.

TERMS OF SALE: A deposit of $5,000.00 in cash or certified check will be required of the purchaser or purchasers on the day of sale. Balance of the

purchase money with interest thereon at the rate of 8% per annum to be paid in cash upon final ratification of the sale. 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 the purchaser or purchasers. The property will be sold in an "As Is" condition subject to any prior conditions, restrictions and agreements of record, and also any existing building violations affecting the same, if any. Terms of the sale are to be complied with within 15 days after final ratification of the sale by the Circuit Court for Queen Anne's County, otherwise the property will be resold at the risk and cost of the defaulting purchaser or purchasers. For further particulars, please contact Michael R. Roblyer, Assignee for the purpose of foreclosure, 7 Willow Street, Annapolis, Maryland 21401 (301) 266-5533.

MICHAEL R. ROBLYER
Assignee for the purpose of
foreclosure

HARRY RUDNICK & SONS, INC.....AUCTIONEERS & APPRAISERS

ORDER NISI ON SALE

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF NED LINWOOD FISHER AND JANET A. FISHER, HIS WIFE	In the Circuit Court for Queen Anne's County In Equity Cause No. 6966

ORDERED, this 30th day of September, 19 81, that the sale of the real property, made and reported in this cause by Michael R. Roblyer, Assignee, be ratified and confirmed, on or after the 2nd day of November, 19 81, 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 26th day of October, 19 81.

The report states the amount of sales to be $ 87,000.00.

Margaretta H. Markin Clerk

Filed September 30, 1981

Additional Bond
#951 -- 71

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE, MD. 21203

Equity # 6966

KNOW ALL MEN BY THESE PRESENTS:

That we, Michael R. Robyler

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 Thirty-seven Thousand-------($37,000.00)

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 29 day of September in the year of our Lord 1981

Whereas, the above bounden Michael R. Robyler

by virtue of the power contained in a mortgage from Ned Linwood Fisher and Janet A. Fisher, spouse

to Farmers National Bank

bearing date the 18 day of June, 1973 and recorded among the mortgage records of Queen Anne County

in Liber No. 75 Folio 310 and

Michael R. Robyler

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Michael R. Robyler

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 Michael R. Robyler

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:

Pamela S. McMichle

Michael R. Robyler (SEAL)
Michael R. Robyler

(SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Rena L. Degen
Rena L. Degen

As to Surety

By Frederick J. Cri[illegible]
Frederick J. Cri[illegible]

J3228(MD)—500, 11-76 201940
Formerly MD3228a
Mortgagor's or Attorney's Bond

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

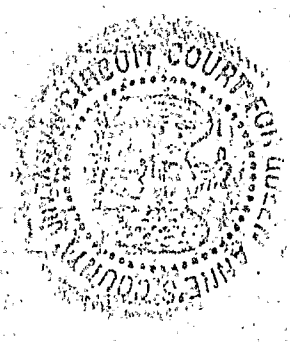
Surety approved and Bond filed

LIBER 13 PAGE 829 3 163

LIBER 13 PAGE 830

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber MWM No. 3, folio 163, a Bond Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 6th day of October, 1981.

Marguerite W. Manlove

Clerk of the Circuit Court for Queen Anne's County

EQUITY NO. 6966

Centreville, Md. 9-28 19 81

We Hereby Certify

That the annexed advertisement of MORTGAGEE SALE OF VALUABLE REAL ESTATE was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 30th day of September 19 81. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 9th day of September 19 81, and the last insertion on the 23rd day of September 19 81.

Publishers, Record Observer

Per Marjorie Freeman

CLERK OF CIRCUIT COURT

1981 OCT 23 AM 10: 52

QUEEN ANNE'S COUNTY

BULLMAN, STEVENS & ROBLYER, P.A.
7 Willow Street
Annapolis, Maryland 21401

Mortgagee Sale Of Valuable Real Estate

SITUATE IN THE FOURTH TAXING DISTRICT OF QUEEN ANNE'S COUNTY ON KENT ISLAND CONSISTING OF 30 ACRES, MORE OR LESS OF TILLABLE FARMLAND AND BEING IMPROVED BY A TWO STORY DWELLING (THE ORIGINAL PART OF WHICH WAS BUILT IN 1837) WITH WOODEN CLAPBOARD EXTERIOR, TWO BEDROOMS, KITCHEN, DINING ROOM WITH BUILT-IN CHINA CABINET, LIVING ROOM WITH BRICK FIREPLACE. WINDOWS ARE INSULATED AND A HEAT PUMP HAS BEEN INSTALLED. PROPERTY HAS FRONTAGE OF APPROXIMATELY 600 FEET ON COX'S NECK ROAD.

Under and by virtue of a power of sale contained in a Mortgage from Ned Linwood Fisher and Janet A. Fisher, his wife, securing Farmers National Bank of Maryland, dated the 15th day of June, 1973 and recorded among the Land Records of Queen Anne's County in Liber 75, folio 310, default having occurred thereunder, Michael R. Roblyer, Assignee for the purpose of foreclosure, will offer for public sale at the Courthouse Door in the City of Centreville, Queen Anne's County, Maryland on

Wed., Sept. 30, 1981
At 11:00 A.M.

the following described property, namely:

ALL those lots or parcels of ground situate and lying in the Fourth District, Queen Anne's County, State of Maryland, as described as follows:

PARCEL 1. BEGINNING for the same at a concrete monument set on the westernmost right of way line of Cox Neck Road (50 feet wide County Road), said monument being located South 09 degrees 20' 57" West 710.09 feet from the beginning of the ninth or South 09 degrees 20' 57" West 2174.35 foot line of that conveyance from William Stewart Palmer and Eloise Anne Powers, Personal Representatives of the Estate of Edna C. Palmer, to Old Point Estates, Inc., a Maryland Corporation, by deed dated November 21, 1972 and recorded among the Land Records of Queen Anne's County, Maryland in Liber C.W.C. No 69, folio 84; thence leaving said beginning point so fixed, and binding on the aforesaid westernmost right of way line of Cox Neck Road, South 09 degrees 20' 57" West 661.65 feet to a concrete monument set, thence leaving said right of way line and running for five (5) new lines of division through the lands of Old Point Estates, Inc., the following courses and distances: North 80 degrees 33' 03" West 1484.18 feet to a concrete monument set, North 03° 28' 55" East 224.56 feet to a concrete monument set, North 79 degrees 51' 03" West 265.00 feet to a concrete monument set, passing in transit a concrete monument found 180.00 feet from the beginning thereof, and South 74 degrees 33' 12" East 1874.99 feet to the place of beginning. Containing in all 30.000 acres of land, more or less, as surveyed by J. R. McCrone, Jr., Inc., Registered Engineers and Land Surveyors in June, 1972.

Being the same property conveyed by Old Point Estates, Inc., to Ned Linwood Fisher and Janet A. Fisher, his wife by Deed dated the 15th day of June, 1973 and recorded among the Land Records of Queen Anne's County in Liber 75, folio 307.

TERMS OF SALE: A deposit of $5,000 00 in cash or certified check will be required of the purchaser or purchasers on the day of sale. Balance of the purchase money with interest thereon at the rate of 8% per annum to be paid in cash upon final ratification of the sale. 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 the purchaser or purchasers. The property will be sold in an "As Is" condition subject to any prior conditions, restrictions and agreements of record, and also any existing building violations affecting the same, if any. Terms of the sale are to be complied with within 15 days after final ratification of the sale by the Circuit Court for Queen Anne's County, otherwise the property will be resold at the risk and cost of the defaulting purchaser or purchasers. For further particulars, please contact Michael R. Roblyer, Assignee for the purpose of foreclosure, 7 Willow Street, Annapolis, Maryland 21401 (301) 266-5533.

MICHAEL R. ROBLYER
Assignee for the purpose of
foreclosure
HARRY RUDNICK & SONS, INC.
AUCTIONEERS & APPRAISERS

RO 9 9 3t 018

Centreville, Md. 10-28 19 81

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 26th day of October 19 81. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 7th day of October 19 81, and the last insertion on the 21st day of October 19 81.

Publishers, Record Observer

Per Marguerite Freeman

ORDER NISI ON SALE
IN THE MATTER OF THE SALE
OF THE MORTGAGED REAL ESTATE OF
FRED LINWOOD FISHER AND
JANET A. FISHER, HIS WIFE

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 6906

ORDERED, this 30th day of September, 1981, that the sale of the real property, made and reported in this cause by Michael R. Roblyer, Assignee, be ratified and confirmed, on or after the 2nd day of November, 1981, 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 26th day of October, 1981.

The report states the amount of sales to be $87,000.00.

Marguerite W. Mankin
Clerk
True Copy, Test:
Marguerite W. Mankin, Clerk
By: Betty M. Comegys,
Deputy Clerk
Filed September 30, 1981.

RO-10-7-3t-09

RECEIVED
CLERK, CIRCUIT COURT
1981 OCT 30 AM 10: 38
QUEEN ANNE'S COUNTY

IN THE MATTER OF THE SALE OF	*	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	*	FOR
NED LINWOOD FISHER AND	*	QUEEN ANNE'S COUNTY
JANET A. FISHER, HIS WIFE	*	EQUITY NO. 6966

***

FINAL ORDER

ORDERED BY THE COURT, this 2nd day of November, 1981, that the sale made and reported by Michael R. Roblyer, Assignee for the purpose of foreclosure, aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee for the purpose of foreclosure allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Clayton C. Carter
JUDGE

RECEIVED
CLERK, CIRCUIT COURT
1981 NOV -2 PM 4:25
QUEEN ANNE'S COUNTY

IN THE MATTER OF THE SALE OF	*	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	*	FOR
NED LINWOOD FISHER AND	*	QUEEN ANNE'S COUNTY
JANET A. FISHER, HIS WIFE	*	EQUITY NO. 6966

***

PETITION TO WITHDRAW ORIGINAL MORTGAGE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Michael R. Roblyer, Assignee for the purpose of foreclosure respectfully states:

1. That the Mortgage in the above captioned case from Ned Linwood Fisher and Janet A. Fisher, his wife, to Farmers National Bank of Maryland, dated the 15th day of June, 1973 and recorded among the Land Records of Queen Anne's County in Liber 75, folio 310 was filed with the Clerk of this Court on August 31, 1981.

2. That the Assignment of Mortgage to Michael R. Roblyer for the purpose of foreclosure was not recorded at the time the original mortgage was filed in these proceedings.

WHEREFORE, your Petitioner prays that the original Mortgage filed in this case be withdrawn and delivered to the Clerk of this Court for recordation in the Land Records of Queen Anne's County and then returned to Michael R. Roblyer, Assignee for the purpose of foreclosure. A check in the amount of $5.00 for the recording costs is enclosed with this Petition.

AND AS IN DUTY BOUND, ETC.

Michael R. Roblyer

MICHAEL R. ROBLYER, Petitioner
7 Willow Street
Annapolis, Md. 21401
(301) 266-5533

CLERK'S OFFICE
1981 DEC -1 AM 8:30
QUEEN ANNE'S COUNTY

RULLMAN, STEVENS
AND ROBLYER, P.A.
ATTORNEYS AND
COUNSELORS AT LAW
7 WILLOW STREET
ANNAPOLIS, MD 21401

CCC:mfe:12/2/81

LIBER 13 PAGE 836

IN THE MATTER OF THE SALE OF	:	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	:	FOR QUEEN ANNE'S COUNTY,
NED LINWOOD FISHER AND	:	SITTING IN EQUITY
JANET A. FISHER, HIS WIFE	:	NO. 6966

ORDER

Upon the aforegoing Petition to Withdraw Original Mortgage, IT IS ORDERED this 2nd day of December, 1981, by the Circuit Court for Queen Anne's County, Sitting in Equity, that the Original Mortgage filed in these proceedings be withdrawn by the Clerk of this Court for the purpose of recording the Assignment of said Mortgage to Michael R. Roblyer for the purpose of foreclosure, and that after the recording of said Assignment, the original Mortgage and Assignment be refiled in this cause with the Order to docket suit.

Taylor Carey
Judge

Distribution:
Original: Court File
Photocopy:
Michael R. Roblyer, Esq.

RECEIVED
CLERK, CIRCUIT COURT
1981 DEC -2 PM 1:29
QUEEN ANNE'S COUNTY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

RE: MORTGAGED REAL ESTATE OF

NED LINWOOD FISHER and
JANET A. FISHER

CHANCERY NO. 6966

: : : : :

ACCOUNT OF AUDITOR
AND PROPOSED DISTRIBUTION

PROCEEDS OF FORECLOSURE SALE				
Sale Price			$ 87,000.00	
Interest on $ 82,000.00 @ 8.00% from 9/30 to 11/13 44 days @ $ 17.97 per day			801.68	
Adjustments to Sale Price				
Real Property taxes	$	41.64-		
Other interest		6.97	34.67-	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION				$ 87,767.01
COMMISSIONS, payable to Assignee			$ 4,500.00	
ATTORNEY FEE, per Mortgage			500.00	
EXPENSES OF SALE				
Court costs	$	156.00		
Advertising				
Notice of Sale		229.32		
Report of Sale		61.44		
Bond premium		348.00		
Auctioneer fee (maximum allowed)		200.00	994.76	
AUDITOR'S FEE AND COSTS				
Fee for audit	$	45.00		
Postage & xerox		1.36	46.36	6,041.12-
AVAILABLE FOR DISTRIBUTION				$ 81,725.89
INDEBTEDNESS under Mortgage				
Principal, per Statement of Debt			$ 46,170.05	
Interest @ 8.00% ($ 10.12 per day)				
7/15 to 8/31 (47 days)			475.64	
8/31 to 11/29 (90 days)			910.80	
TOTAL OWED under Mortgage -- to be distributed to Lender				$ 47,556.49-
NET -- to be distributed to Borrowers				34,169.40-
TOTAL DISTRIBUTION				$ 81,725.89-

RECEIVED
CLERK, CIRCUIT
1981 DEC -7 AM 8:57
QUEEN ANNE'S COUNTY

NOTICE

The attached Account was filed on the 7th day of December, 1981. Exceptions to the Account must be filed within fifteen (15) days of that date. If no exceptions are filed within that fifteen (15) day period, the Account may thereupon be ratified.

CERTIFICATE OF AUDITOR

I hereby certify that I have examined the suggested Account, together with the receipts, vouchers, statements, suggested distribution and affidavit submitted by the Fiduciary in Chancery Cause #6966. On the basis of the facts which appear upon the face of the proceedings and proofs submitted to me, it is my opinion that the claims set forth in the foregoing Auditor's Account have been established and are properly allowable by law in the amounts there set forth. I further certify that on the 7th day of December, 1981, copies of the Auditor's Account and Notice, conforming to the requirements of Maryland Rule 595 g and Second Circuit Rule 12 d, were mailed to the following persons:

Michael R. Roblyer, Esquire
7 Willow Street
Annapolis, Maryland 21401

Ned Linwood Fisher
3527 South River Terrace
Edgewater, Maryland 21073

Janet A. Fisher
1109 Lake Heron Drive, Apartment 2C
Annapolis, Maryland 21403

John W. Sause, Jr.
Auditor

IN THE MATTER OF THE SALE OF	*	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	*	FOR QUEEN ANNE'S COUNTY
~~XXXX~~	*	IN EQUITY
RED LINWOOD FISHER AND	*	No. 6966
JANET A. FISHER, HIS WIFE	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 7th day of December, 19 81, that the report and account filed in these proceedings by John W. Sause, Jr., Auditor, be ratified on or after the 23rd day of December, 19 81, unless cause to the contrary thereof be previously shown; provided notice is given in manner provided by Maryland Rule 595 g to persons entitled thereto.

Marguerite H. Martin Clerk

Filed December 7, 1981

LIBER 13 PAGE 840

RULLMAN, STEVENS AND ROBLYER, P.A.
ATTORNEYS AND COUNSELLORS AT LAW
7 WILLOW STREET
ANNAPOLIS, MARYLAND 21401

GEORGE E. RULLMAN, JR.
JULIAN B. STEVENS, JR.*
MICHAEL R. ROBLYER
JEROME B. RICHMAN
*ADMITTED D. C. & MARYLAND

GEORGE E. RULLMAN
(1889 - 1977)
TELEPHONE:
301 266-5533
BALTIMORE LINE 841-6617
WASHINGTON LINE 261-8135

December 4, 1981

Clerk of the Circuit Court
for Queen Anne's County
Courthouse
Centreville, Maryland 21617

Attention: Equity Desk

Re: Equity No. 6966

Dear Madam Clerk:

The addresses of the Mortgagors in the above captioned case are as follows:

Ned Linwood Fisher
3527 South River Terrace
Edgewater, Maryland 21037

Janet A. Fisher
1109 Lake Heron Drive, Apt. 2C
Annapolis, Maryland 21403

Please file this information with the pleadings in this case.

Very truly yours,

Michael R. Roblyer

Michael R. Roblyer

MRR/gm
78033
cc: John W. Sause, Jr.

CLERK'S OFFICE
1981 DEC -7 AM 9 32
QUEEN ANNE'S COUNTY

IN THE MATTER OF THE SALE OF	*	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	*	FOR
NED LINWOOD FISHER AND	*	QUEEN ANNE'S COUNTY
JANET A. FISHER, HIS WIFE	*	EQUITY NO. 6966

***

PETITION TO WITHDRAW AUDITOR'S REPORT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Michael R. Roblyer, Assignee for the purpose of foreclosure respectfully represents that:

1. The Auditor's report in the above entitled matter was filed with this Court on December 7, 1981.

2. Farmers National Bank of Maryland is the holder of a second mortgage on the property mentioned in these proceedings, a copy of which is attached hereto and incorporated herein by reference.

3. That inadvertently a claim for payment of the balance due under this second mortgage from the surplus proceeds of the sale in these proceedings was omitted from the auditor's report.

WHEREFORE, Your Petitioner prays that the Auditor's report filed in these proceedings be withdrawn to permit the inclusion of this second mortgage claim.

AND AS IN DUTY BOUND, ETC.

Michael R. Roblyer

MICHAEL R. ROBLYER
Assignee for purpose of foreclosure
7 Willow Street
Annapolis, Md. 21401
(301) 266-5533

FILED
CLERK'S OFFICE
1981 DEC 11 AM 10 42
QUEEN ANNE'S COUNTY

RULLMAN, STEVENS AND ROBLYER, P.A.
ATTORNEYS AND COUNSELORS AT LAW
7 WILLOW STREET
ANNAPOLIS, MD 21401

DOCUMENT NO. 85,399 | LIBER 13 PAGE 842 |

MORTGAGE FEE — COUNTY
INCLUDING INTEREST

SECOND

This Mortgage, Made this 7th day of September in the year nineteen hundred and seventy-six ----------by and between----------

----------NED LINWOOD FISHER and JANET A. FISHER, his wife----------

Mortgagors of Anne Arundel County in the State of Maryland, of the first part, and FARMERS NATIONAL BANK OF MARYLAND, a body corporate of the United States of America, Mortgagee, of the second part, Witnesseth:

WHEREAS, the said parties of the first part, ----------Ned Linwood Fisher and Janet A. Fisher, his wife----------are---justly and bona fide indebted unto the said party of the second part, Farmers National Bank of Maryland, in the full and just sum of---------- THIRTY-FIVE THOUSAND----------DOLLARS, ($ 35,000.00) for the payment whereof, the said parties of the first part have passed to the party of the second part their joint and several promissory note of even date herewith in the amount of THIRTY-FIVE THOUSAND---------- Dollars, payable at Annapolis, Maryland, in monthly installments of FOUR HUNDRED SIXTY-TWO---------- Dollars and Fifty-three----------Cents ($ 462.93) commencing on the 7th day of January, 1977, and on the 7th day of each month thereafter to the 7th day of December, 1986, when all of the balance, if any, owing hereunder shall be due and payable; all payments so made shall be applied first to accrued but unpaid interest at the rate of TEN (10%) per cent per annum on the unpaid balance of the principal, to date of payment, and then to the principal.

Interest at the rate of Ten (10%) per cent per annum from the date hereof to the 7th day of December, 1976, shall be due and payable monthly.

IT IS AGREED AND UNDERSTOOD by and between the parties hereto as follows:

That the parties of the first part shall have the right and privilege of making larger payments on account of said principal sum at any payment due date.

That a failure on the part of the said parties of the first part, their heirs, personal representatives or assigns, to make the mortgage payments above set forth or to keep and perform any covenant of this mortgage shall constitute a default under this mortgage and no waiver of any one breach of any covenant herein, shall be construed to constitute a waiver of the covenant itself, or any subsequent breach thereof

That the parties of the first part shall keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

That should the title to the hereby mortgaged property be acquired by any person, persons, partnership or corporation other than the Mortgagor by voluntary grant or assignment or in any other manner, without the Mortgagees written consent, or should the same be encumbered by the Mortgagor, their respective successors, heirs, personal representatives and assigns without the Mortgagees written consent, then the whole of said principal sum shall immediately become due and payable as herein provided.

The parties of the first part hereby agree to pay a late charge not to exceed the greater of Two ($2.00) Dollars or five per cent (5%) of the total amount of any delinquent or late periodic installment of interest and principal which is received at the office of the Mortgagee more than fifteen (15) calendar days after the due date thereof to cover the extra expense involved in handling delinquent payments.

WHEREAS, the execution of this mortgage to secure the payment of the said sum of ---------- THIRTY-FIVE THOUSAND---------- Dollars ($ 35,000.00) plus interest thereon, was a condition precedent to said loan.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagors, Ned Linwood Fisher and Janet A. Fisher, his wife----------

----------do grant and convey unto the said Mortgagee, Farmers National Bank of Maryland, its successors and assigns, in fee simple, all those lots or parcels of ground situate and lying in the Fourth District, Queen Anne's County, and First Taxing District, Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same at a concrete monument set on the westernmost right of way line of Cox Neck Road (50 feet wide County Road), said monument being located South 09° 20' 57" West 710.00 feet from the beginning of the ninth or South 09° 20' 57" West 217.86 foot line of that conveyance from William Stewart Palmer and Eloise Anne Powers, Personal Representatives of the Estate of Edna C. Palmer, to Old Point Estates, Inc., a Maryland Corporation, by deed dated November 21, 1972, and recorded among the Land Record Books of Queen Annes County, Maryland, in Liber C.W.C. No. 69, folio 84; thence leaving said beginning point so fixed, and binding on the aforesaid westernmost right of way line of Cox Neck Road, South 09° 20' 57" West 661.65 feet to a concrete monument set; thence leaving said right of way line and running for five (5) new lines of division through the lands of Old Point Estates, Inc., the following courses and distances: North 80° 39' 03" West 1484.18 feet to a concrete monument set, North 03° 28' 55" East 224.56 feet to a concrete monument set, North 79° 51' 06" West 265.00 feet to a concrete monument set, North 01° 03' 52" East 640.42 feet to a concrete monument set, passing in transit a concrete monument found 180.00 feet from the beginning thereof, and South 74° 33' 12" East 1874.99 feet to the place of beginning. Containing in all 30.000 acres of land more or less, as surveyed by J. R. McCrone, Jr., Inc., Registered Engineers and Land Surveyors in June, 1973

BEING the same property conveyed by Old Point Estates, Inc., to Ned Linwood Fisher and Janet A. Fisher, his wife, by Deed dated the 30 day of June, 1973, and recorded or intended to be recorded among the Land Records of Queen Anne's County in Liber C.W.C. 75, folio 307.

PARCEL 2: BEING Lots 31 and 32, Block M, Section 2, Loch Haven Beach, as designated and shown on a Plat of Loch Haven Beach mady by W. C. Folsom, Surveyor in July, 1946, and recorded among the Plat Records of Anne Arundel County in Plat Book 19, folio 47, formerly recorded in Cabinet 3, Rod E-9, Plat 8.

BEING the same property conveyed to Net L Fisher and Janet A. Fisher, his wife, from Edward M. Hart and Grace E. Hart, his wife, by Deed dated February 16, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 274, folio 164.

RECEIVED FOR RECORD
& RECORDED IN LIBER CWC
NO. 109 FOLIO 493

1976 SEP 17 PM 2:23

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

SEP 17-76 * 22235 ****128.50
SEP 17-76 A 22235 ****115.50
SEP 17-76 A 22234 *****13.00

THE Mortgagors warrant specially the property hereby mortgaged and will execute such further assurances of the same as may be requisite.

This mortgage is made upon the distinct understanding between the parties hereto that if any of the following items are located on the property above described they shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: All garages; all bathroom accessories, such as tub, lavatory, closet combination, built in medicine cabinets; all kitchen accessories, such as sink, built in kitchen units, garbage disposal unit, dishwasher, gas, electric, and coal ranges; breakfast nook furniture which is attached to or affixed to the dwelling; all cellar accessories, such as laundry equipment and tubs; heating plant complete with its boiler, circulators, radiators, piping and tubing; hot water heaters; oil burner, with its motor, piping and tubing; oil tanks; built in club room with its appurtenances; built in radio and television antenna; all lighting fixtures; built in mantels; screens for windows and doors, storm-windows and window shades. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the Mortgagee as a part of the Mortgagee's security.

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

TO HAVE AND TO HOLD the aforesaid parcels of ground and premises unto and to the proper use and benefit of the said Mortgagee, Farmers National Bank of Maryland, its successors and assigns, forever.

PROVIDED, that if the said Mortgagors aforesaid their heirs, personal representative or assigns, shall well and truly pay or cause to be paid the aforesaid sum of THIRTY-FIVE THOUSAND---------- Dollars and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is further agreed that, until default be made in the premises, the said Mortgagor s aforesaid shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagors , aforesaid for their heirs, personal representatives and assigns, do hereby covenant to pay when legally remandable. But if default be made in payment of said money, or the interest thereon to accrue, or in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable. AND the said Mortgagor hereby assents to the passage of a decree for the sale of the herein described property at any time after a default has occurred in any of the covenants of this mortgage, as herein provided; and the said Mortgagor hereby authorizes the said Mortgagee, or ---------- R. Tilghman Brice, III-------- the duly authorized attorney or agent of said Mortgagee, after any default shall have occurred as aforesaid, to sell the hereby mortgaged property. Any such sale, whether under the aforementioned assent to a decree or under the aforementioned power of sale, shall be under the provisions of Real Property Article of the Annotated Code of Maryland Section 7-105 (Acts of 1974 of Chapter 12) and the Rules W70-W76 of the Maryland Rules of Procedure, or under any other general or local laws of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto. Such sale shall be made after giving notice by advertisement as required by the aforesaid Statute and Rules; and the terms of the sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And upon any such sale of said property under this mortgage, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a counsel fee of FIVE HUNDRED------- Dollars ($ 500.00) for conducting the proceedings if without contest, but if legal services be rendered to the Mortgagee or to the Trustee or party selling under the power of sale in connection with any contested matter in the proceedings, then such additional counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee hereunder, whether the same shall have matured or not, including interest thereon until the final ratification of the final Auditor's Account in the foreclosure proceedings; (3) and the balance if any, to the said Mortgagor, or to whomsoever may be entitled to same. And in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof, the Mortgagor hereby covenants to pay also, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage, and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commission to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland and a counsel fee of FIVE HUNDRED---------- Dollars ($500.00); but said sale may be proceeded with unless, prior to the day appointed therefor, payment be made of said principal and interest, costs, expenses, commission and fee.

AND the said Mortgagors, as aforesaid for themselves, their heirs, personal representatives, and assigns, do further covenant to insure with such coverage as may be required from time to time by the Mortgagee, its successors or assigns, and pending the existence of this Mortgage, to keep insured in some good company or companies satisfactory to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land in the amount of THIRTY-FIVE THOUSAND---------- Dollars, and to cause the policy to be effected thereon to be so framed or endorsed as in case of fire or other loss to inure to the benefit of the said Mortgagee, its successors or assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its successors, or assigns.

IT being understood and agreed that if the Mortgagor s, their heirs, personal representatives, or assigns, fails to pay any taxes and/or insurance premiums the Mortgagee, its successors or assigns, may in its discretion pay the same and charge said taxes and/or insurance premiums to the mortgage indebtedness.

Whenever used herein, the words "Mortgagor" and "Mortgagee" shall include the heirs, personal representatives and/or assigns of the Mortgagor or Mortgagors, or Mortgagee or Mortgagees, and the successors and/or assigns of the Mortgagee or Mortgagees. The use of any gender shall be applicable to all genders and "Mortgagee" shall include any payee of the indebtedness hereby secured, or any transferee thereof whether by operation of law or otherwise. The use of the singular shall include the plural, and the plural the singular.

THE Mortgagor by execution of this instrument certifies that, prior to such execution, he has received a fully executed agreement as to the contractual rate of interest, and a loan disclosure statement in connection with this loan as required by Commercial Law Article of the Annotated Code of Maryland, Section 12 (Acts of 1975, Chapter 49); and the parties agree that the provisions of Section 12 of the Commercial Law Article of the Annotated Code of Maryland, as to delinquent or late payment charges and prepayment terms, are made a part of this Mortgage agreement, unless other provisions regarding the same are specifically set out herein.

WITNESS the hands and seals of said Mortgagors.
This mortgage is executed in duplicate for simultaneous recording in Anne Arundel and Queen Anne's County.
WITNESS:

Ned Linwood Fisher (SEAL)
Ned Linwood Fisher

Janet A. Fisher (SEAL)
Janet A. Fisher

LIBER 109 PAGE 496

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this 7th day of September, in the year Nineteen Hundred and seventy-six----------, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ---------- Ned Linwood Fisher and Janet A. Fisher, his wife---------- the Mortgagor ~~[illegible]~~ named in the aforegoing Mortgage and they acknowledged the aforegoing Mortgage to be their act.

AS WITNESS my hand and Notarial Seal.

Doris E. Russell
Notary Public

I HEREBY CERTIFY that on this 7th day of Sept., 1976 before me a Notary Public of the State and County aforesaid personally appeared. GILBERT L. HARDESTY, Cashier----------, an agent of the party secured by the foregoing Mortgage, and made oath in due form of law that the consideration recited in said Mortgage ($ 35,000.00) is true and bona fide as therein set forth; and that the loan sum secured hereby has been paid over and disbursed by the Party secured hereby unto the within named party of the first part or the person responsible for the disbursement of funds in the closing transaction or their respective agent at a time no later than the final ~~and complete~~ execution and delivery by the Borrowers of this Mortgage; 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.

Doris E. Russell
Doris E. Russell Notary Public

Mortgage

FROM

Ned Linwood Fisher and Janet A. Fisher, his wife

TO

FARMERS NATIONAL BANK OF MARYLAND

a body corporate.

30 acres, 4th Dist., Queen Annes County and Lots 31, 32, Bk. M., Sect. 2, Loch Haven Beach

QUEEN ANNE'S COUNTY, SCT.
I HEREBY CERTIFY THAT
THIS Mortgage WAS
RECEIVED FOR RECORD THIS 17th
DAY OF Sept. 1976 AT 2:22 P.M.
RE ..... AND RECORDED IN
LIBER Cont. #109 Folio 493 Land
RECORD BOOK FOR QUEEN ANNE'S
COUNTY
Charles W. Cecil CLERK.

R. TILGHMAN BRICE, III,
ATTORNEY AND COUNSELOR AT LAW
140 SOUTH STREET
P. O. Box 133
ANNAPOLIS, MARYLAND

CLERK	$13.00
STAMP	115.50
TOTAL	$128.50

Pa.

LIBER 13 PAGE 845

LIBER 13 PAGE 846

IN THE MATTER OF THE SALE OF	*	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	*	FOR
NED LINWOOD FISHER AND	*	QUEEN ANNE'S COUNTY
JANET A. FISHER, HIS WIFE	*	EQUITY NO. 6966

***

PETITION TO ALLOW CLAIM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Farmers National Bank of Maryland, by its attorney, Michael R. Roblyer, respectfully represents:

1. Farmers National Bank of Maryland is the holder of a recorded Mortgage having a balance remaining on the principal. A copy of said mortgage marked "Exhibit A" and a statement of debt due under said mortgage marked "Exhibit B" are attached and made a part of this Petition.

2. The balance due under said mortgage is $23,140.00 (principal) with accrued interest at the rate of 10% per annum from July 7, 1981 to November 29, 1981 (per diem: $6.42) in the amount of $930.90 and late charges in the amount of $23.13.

3. That this mortgage is secured by property which was sold at the foreclosure sale mentioned in these proceedings.

WHEREFORE, your Petitioner prays:

1. That the Court accept this Petition for Claim in the foreclosure proceedings.

2. That the Court authorize disbursement of the surplus proceeds of the foreclosure sale in an amount consistent with the terms of the attached Mortgage and Statement of Mortgage Debt.

3. And for such other and further relief as the Court may deem proper.

RECEIVED FOR RECORD
CLERK OF CIRCUIT COURT
1981 DEC 11 AM 10:42
QUEEN ANNE'S COUNTY

Michael R. Roblyer
MICHAEL R. ROBLYER
Attorney for Petitioner

RULLMAN, STEVENS AND ROBLYER, P.A.
ATTORNEYS AND COUNSELORS AT LAW
7 WILLOW STREET
ANNAPOLIS, MD 21401

DOCUMENT NO. 85,399

MORTGAGE FEE — COUNTY
INCLUDING INTEREST

EXHIBIT "A"

SECOND

This Mortgage, Made this 7th day of September in the year nineteen hundred and seventy-six ----------by and between----------

----------NED LINWOOD FISHER and JANET A. FISHER, his wife----------

Mortgagors of Anne Arundel County in the State of Maryland, of the first part, and FARMERS NATIONAL BANK OF MARYLAND, a body corporate of the United States of America, Mortgagee, of the second part, Witnesseth:

WHEREAS, the said parties of the first part, ----------Ned Linwood Fisher and Janet A. Fisher, his wife----------are---justly and bona fide indebted unto the said party of the second part, Farmers National Bank of Maryland, in the full and just sum of---------- THIRTY-FIVE THOUSAND----------DOLLARS, ($ 35,000.00) for the payment whereof, the said parties of the first part have passed to the party of the second part their joint and several promissory note of even date herewith in the amount of THIRTY-FIVE THOUSAND---------- Dollars, payable at Annapolis, Maryland, in monthly installments of FOUR HUNDRED SIXTY-TWO---------- Dollars and Fifty-three----------Cents ($ 462.93) commencing on the 7th day of January, 1977, and on the 7th day of each month thereafter to the 7th day of December, 1986, when all of the balance, if any, owing hereunder shall be due and payable; all payments so made shall be applied first to accrued but unpaid interest at the rate of TEN (10%) per cent per annum on the unpaid balance of the principal, to date of payment, and then to the principal.

Interest at the rate of Ten (10%) per cent per annum from the date hereof to the 7th day of December, 1976, shall be due and payable monthly.

IT IS AGREED AND UNDERSTOOD by and between the parties hereto as follows:

That the parties of the first part shall have the right and privilege of making larger payments on account of said principal sum at any payment due date.

That a failure on the part of the said parties of the first part, their heirs, personal representatives or assigns, to make the mortgage payments above set forth or to keep and perform any covenant of this mortgage shall constitute a default under this mortgage and no waiver of any one breach of any covenant herein, shall be construed to constitute a waiver of the covenant itself, or any subsequent breach thereof

That the parties of the first part shall keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

That should the title to the hereby mortgaged property be acquired by any person, persons, partnership or corporation other than the Mortgagor by voluntary grant or assignment or in any other manner, without the Mortgagees written consent, or should the same be encumbered by the Mortgagor, their respective successors, heirs, personal representatives and assigns without the Mortgagees written consent, then the whole of said principal sum shall immediately become due and payable as herein provided.

The parties of the first part hereby agree to pay a late charge not to exceed the greater of Two ($2.00) Dollars or five per cent (5%) of the total amount of any delinquent or late periodic installment of interest and principal which is received at the office of the Mortgagee more than fifteen (15) calendar days after the due date thereof to cover the extra expense involved in handling delinquent payments.

WHEREAS, the execution of this mortgage to secure the payment of the said sum of ---------- THIRTY-FIVE THOUSAND---------- Dollars ($ 35,000.00) plus interest thereon, was a condition precedent to said loan.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagors, Ned Linwood Fisher and Janet A. Fisher, his wife----------

----------do grant and convey unto the said Mortgagee, Farmers National Bank of Maryland, its successors and assigns, in fee simple, all those lots or parcels of ground situate and lying in the Fourth District, Queen Anne's County, and First Taxing District, Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same at a concrete monument set on the westernmost right of way line of Cox Neck Road (50 feet wide County Road), said monument being located South 09° 20' 57" West 710.00 feet from the beginning of the ninth or South 09° 20' 57" West 217.86 foot line of that conveyance from William Stewart Palmer and Eloise Anne Powers, Personal Representatives of the Estate of Edna C. Palmer, to Old Point Estates, Inc., a Maryland Corporation, by deed dated November 21, 1972, and recorded among the Land Record Books of Queen Annes County, Maryland, in Liber C.W.C. No. 69, folio 84; thence leaving said beginning point so fixed, and binding on the aforesaid westernmost right of way line of Cox Neck Road, South 09° 20' 57" West 661.65 feet to a concrete monument set; thence leaving said right of way line and running for five (5) new lines of division through the lands of Old Point Estates, Inc., the following courses and distances: North 80° 39' 03" West 1484.18 feet to a concrete monument set, North 03° 28' 55" East 224.56 feet to a concrete monument set, North 79° 51' 06" West 265.00 feet to a concrete monument set, North 01° 03' 52" East 640.42 feet to a concrete monument set, passing in transit a concrete monument found 180.00 feet from the beginning thereof, and South 74° 33' 12" East 1874.99 feet to the place of beginning. Containing in all 30.000 acres of land more or less, as surveyed by J. R. McCrone, Jr., Inc., Registered Engineers and Land Surveyors in June, 1973

BEING the same property conveyed by Old Point Estates, Inc., to Ned Linwood Fisher and Janet A. Fisher, his wife, by Deed dated the 30 day of June, 1973, and recorded or intended to be recorded among the Land Records of Queen Anne's County in Liber C.W.C. 75, folio 307.

PARCEL 2: BEING Lots 31 and 32, Block M, Section 2, Loch Haven Beach, as designated and shown on a Plat of Loch Haven Beach mady by W. C. Folsom, Surveyor in July, 1946, and recorded among the Plat Records of Anne Arundel County in Plat Book 19, folio 47, formerly recorded in Cabinet 3, Rod E-9, Plat 8.

BEING the same property conveyed to Net L Fisher and Janet A. Fisher, his wife, from Edward M. Hart and Grace E. Hart, his wife, by Deed dated February 16, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 274, folio 164.

RECEIVED FOR RECORD
& RECORDED IN LIBER CWC
No. 109 FOLIO 494 3

1976 SEP 17 PM 2 23

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

SEP 17-76 * 22235 ****128.50
SEP 17-76 A #22235 ****115.50
SEP 17-76 A #22234 *****13.00

THE Mortgagors warrant specially the property hereby mortgaged and will execute such further assurances of the same as may be requisite.

This mortgage is made upon the distinct understanding between the parties hereto that if any of the following items are located on the property above described they shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: All garages; all bathroom accessories, such as tub, lavatory, closet combination, built in medicine cabinets; all kitchen accessories, such as sink, built in kitchen units, garbage disposal unit, dishwasher, gas, electric, and coal ranges; breakfast nook furniture which is attached to or affixed to the dwelling: all cellar accessories, such as laundry equipment and tubs; heating plant complete with its boiler, circulators, radiators, piping and tubing; hot water heaters; oil burner, with its motor, piping and tubing; oil tanks; built in club room with its appurtenances; built in radio and television antenna; all lighting fixtures; built in mantels; screens for windows and doors, storm-windows and window shades. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the Mortgagee as a part of the Mortgagee's security.

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

TO HAVE AND TO HOLD the aforesaid parcels of ground and premises unto and to the proper use and benefit of the said Mortgagee, Farmers National Bank of Maryland, its successors and assigns, forever.

PROVIDED, that if the said Mortgagors aforesaid their heirs, personal representative or assigns, shall well and truly pay or cause to be paid the aforesaid sum of THIRTY-FIVE THOUSAND---------- Dollars and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is further agreed that, until default be made in the premises, the said Mortgagor s aforesaid shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagors , aforesaid for their heirs, personal representatives and assigns, do hereby covenant to pay when legally remandable. But if default be made in payment of said money, or the interest thereon to accrue, or in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable. AND the said Mortgagor hereby assents to the passage of a decree for the sale of the herein described property at any time after a default has occurred in any of the covenants of this mortgage, as herein provided; and the said Mortgagor hereby authorizes the said Mortgagee, or ---------- R. Tilghman Brice, III-------- the duly authorized attorney or agent of said Mortgagee, after any default shall have occurred as aforesaid, to sell the hereby mortgaged property. Any such sale, whether under the aforementioned assent to a decree or under the aforementioned power of sale, shall be under the provisions of Real Property Article of the Annotated Code of Maryland Section 7-105 (Acts of 1974 of Chapter 12) and the Rules W70-W76 of the Maryland Rules of Procedure, or under any other general or local laws of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto. Such sale shall be made after giving notice by advertisement as required by the aforesaid Statute and Rules; and the terms of the sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And upon any such sale of said property under this mortgage, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a counsel fee of FIVE HUNDRED------- Dollars ($ 500.00 for conducting the proceedings if without contest, but if legal services be rendered to the Mortgagee or to the Trustee or party selling under the power of sale in connection with any contested matter in the proceedings, then such additional counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee hereunder, whether the same shall have matured or not, including interest thereon until the final ratification of the final Auditor's Account in the foreclosure proceedings; (3) and the balance if any, to the said Mortgagor, or to whomsoever may be entitled to same. And in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof, the Mortgagor hereby covenants to pay also, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the forcelosure proceedings under this mortgage, and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commission to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland and a counsel fee of FIVE HUNDRED---------- Dollars ($500.00); but said sale may be proceeded with unless, prior to the day appointed therefor, payment be made of said principal and interest, costs, expenses, commission and fee.

AND the said Mortgagors, as aforesaid for themselves, their heirs, personal representatives, and assigns, do further covenant to insure with such coverage as may be required from time to time by the Mortgagee, its successors or assigns, and pending the existence of this Mortgage, to keep insured in some good company or companies satisfactory to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land in the amount of THIRTY-FIVE THOUSAND---------- Dollars, and to cause the policy to be effected thereon to be so framed or endorsed as in case of fire or other loss to inure to the benefit of the said Mortgagee, its successors or assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its successors, or assigns.

IT being understood and agreed that if the Mortgagor s, their heirs, personal representatives, or assigns, fails to pay any taxes and/or insurance premiums the Mortgagee, its successors or assigns, may in its discretion pay the same and charge said taxes and/or insurance premiums to the mortgage indebtedness.

Whenever used herein, the words "Mortgagor" and "Mortgagee" shall include the heirs, personal representatives and/or assigns of the Mortgagor or Mortgagors, or Mortgagee or Mortgagees, and the successors and/or assigns of the Mortgagee or Mortgagees. The use of any gender shall be applicable to all genders and "Mortgagee" shall include any payee of the indebtedness hereby secured, or any transferee thereof whether by operation of law or otherwise. The use of the singular shall include the plural, and the plural the singular.

THE Mortgagor by execution of this instrument certifies that, prior to such execution, he has received a fully executed agreement as to the contractual rate of interest, and a loan disclosure statement in connection with this loan as required by Commercial Law Article of the Annotated Code of Maryland, Section 12 (Acts of 1975, Chapter 49); and the parties agree that the provisions of Section 12 of the Commercial Law Article of the Annotated Code of Maryland, as to delinquent or late payment charges and prepayment terms, are made a part of this Mortgage agreement, unless other provisions regarding the same are specifically set out herein.

WITNESS the hands and seals of said Mortgagors.
This mortgage is executed in duplicate for simultaneous recording in Anne Arundel and Queen Anne's County.
WITNESS:

Ned Linwood Fisher (SEAL)
Ned Linwood Fisher

Janet A. Fisher (SEAL)
Janet A. Fisher

LIBER 13 PAGE 850

LIBER 109 PAGE 496

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this 7th day of September, in the year Nineteen Hundred and seventy-six----------, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ---------- Ned Linwood Fisher and Janet A. Fisher, his wife---------- the Mortgagor named in the aforegoing Mortgage and they acknowledged the aforegoing Mortgage to be their act.

AS WITNESS my hand and Notarial Seal.

Doris E. Russell
Notary Public

I HEREBY CERTIFY that on this 7th day of Sept., 1976 before me a Notary Public of the State and County aforesaid personally appeared. GILBERT L. HARDESTY, Cashier----------, an agent of the party secured by the foregoing Mortgage, and made oath in due form of law that the consideration recited in said Mortgage ($35,000.00) is true and bona fide as therein set forth; and that the loan sum secured hereby has been paid over and disbursed by the Party secured hereby unto the within named party of the first part or the person responsible for the disbursement of funds in the closing transaction or their respective agent at a time no later than the ~~final and complete~~ execution and delivery by the Borrowers of this Mortgage; 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.

Doris E. Russell
Doris E. Russell Notary Public

31 15,379

Mortgage

FROM

Ned Linwood Fisher and Janet A. Fisher, his wife

TO

FARMERS NATIONAL BANK OF MARYLAND

a body corporate.

30 acres, 4th Dist., Queen Annes County and Lots 31, 32, Bk. M., Sect. 2, Loch Haven Beach

QUEEN ANNE'S COUNTY, SCT.

I HEREBY CERTIFY THAT

THIS Mortgage WAS RECEIVED FOR RECORD THIS 17th DAY OF Sept. 1976 AT 2:23 P.M.

RE ..... AND RECORDED IN LIBER Circ. #109 Folio 493 Land RECORD BOOK FOR QUEEN ANNE'S COUNTY

Charles W. Cecil CLERK

R. TILGHMAN BRICE, III,
ATTORNEY AND COUNSELOR AT LAW
140 SOUTH STREET
P. O. Box 133
ANNAPOLIS, MARYLAND

CLERK	$13.00
STAMP	115.50
TOTAL	$128.50

EXHIBIT "B"

IN THE MATTER OF THE SALE OF	*	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	*	FOR
NED LINWOOD FISHER AND	*	QUEEN ANNE'S COUNTY
JANET A. FISHER, HIS WIFE	*	EQUITY NO. 6966

***

STATEMENT OF MORTGAGE DEBT

Original Principal Amount of Second Mortgage:	$35,000.00
Less payments made on account of principal:	11,859.10
Present Principal Balance:	$23,140.00
Plus interest due from 7/7/81 to 11/29/81 at 10% per annum (per diem: $6.42):	930.90
Plus late charges:	23.13
Total Mortgage Claim:	$24,094.03

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY that on this 10th day of December, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared CHARLES E. GRIFFITH, Vice President of FARMERS NATIONAL BANK OF MARYLAND, who made oath in due form of law that the matters and facts set forth in the foregoing Statement of Mortgage Debt are true and correct and further that he is duly authorized to make this acknowledgment.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My commission expires: July 1, 1982

CLERK'S OFFICE
1981 DEC 11 AM 10 42
QUEEN ANNE'S COUNTY

RULLMAN, STEVENS AND ROBLYER, P.A.
ATTORNEYS AND COUNSELORS AT LAW
7 WILLOW STREET
ANNAPOLIS, MD 21401

IN THE MATTER OF THE SALE OF	*	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	*	FOR
NED LINWOOD FISHER AND	*	QUEEN ANNE'S COUNTY
JANET A. FISHER, HIS WIFE	*	EQUITY NO. 6966

***

ORDER

Upon the aforegoing Petition To Withdraw Auditor's Report it is thereupon ORDERED by the Circuit Court for Queen Anne's County sitting in equity, this 16th day of December, 1981, that the Auditor's Report filed in these proceedings be withdrawn and delivered to John W. Sause, Jr., Court Auditor for inclusion of this second mortgage claim in an amended Auditor's Report.

K. Thomas Everngam
JUDGE

RECEIVED
CLERK [illegible]
1981 DEC 16 PM 2:23
QUEEN ANNE'S COUNTY

RULLMAN, STEVENS
AND ROBLYER, P.A.
ATTORNEYS AND
COUNSELORS AT LAW
7 WILLOW STREET
ANNAPOLIS, MD 21401

IN THE MATTER OF THE SALE OF	*	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	*	FOR
NED LINWOOD FISHER AND	*	QUEEN ANNE'S COUNTY
JANET A. FISHER, HIS WIFE	*	EQUITY NO. 6966
	***	

ORDER

Upon consideration of the Petition of Farmers National Bank of Maryland's claim for distribution of surplus proceeds of sale, it is this 16th day of December, 1981, by the Circuit Court for Queen Anne's County, sitting in Equity,

ORDERED, ADJUDGED AND DECREED that the Mortgage claim of the Petitioner be and is hereby ~~recognized and it is further~~ AUTHORIZED TO BE FILED HEREIN.

~~ORDERED, ADJUDGED AND DECREED that disbursement of the proceeds from the foreclosure be distributed in the amount not inconsistent with the terms of the Mortgage and Statement of Mortgage Debt.~~

THE COURT AUDITOR WILL CONSIDER SAID CLAIM IN AN AMENDED AUDITOR'S REPORT ACCORDING TO IT'S PROPER PRIORITY

R Thomas Loveless
JUDGE

FILED
DEC 16 1981
CIRCUIT COURT
QUEEN ANNE'S CO.

RULLMAN, STEVENS
AND ROBLYER, P.A.
ATTORNEYS AND
COUNSELORS AT LAW
7 WILLOW STREET
ANNAPOLIS, MD 21401

LIBER 13 PAGE 854

IN THE MATTER OF THE SALE OF	*	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	*	FOR
NED LINWOOD FISHER AND	*	QUEEN ANNE'S COUNTY
JANET A. FISHER, HIS WIFE	*	EQUITY NO. 6966

***

LINE

MADAM CLERK:

Please withdraw the Petition to Allow Claim and the Petition to Withdraw Auditor's Report filed with the Court in the above captioned case.

MICHAEL R. ROBLYER
7 Willow Street
Annapolis, Md. 21401
(301) 266-5533
Assignee for purpose of foreclosure

RECEIVED
CLERK, CIRCUIT COURT
1981 DEC 21 AM 9:54
QUEEN ANNE'S COUNTY

RULLMAN, STEVENS
AND ROBLYER, P.A.
ATTORNEYS AND
COUNSELORS AT LAW
7 WILLOW STREET
ANNAPOLIS, MD 21401

IN THE MATTER OF THE SALE OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
NED LINWOOD FISHER AND	*	FOR QUEEN ANNE'S COUNTY
JANET A. FISHER, HIS WIFE	*	EQUITY NO. 6966

* * * * * * *

MOTION TO WITHDRAW CLAIM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Motion of Michael R. Roblyer, Attorney for Farmers National Bank of Maryland, respectfully represents:

1. That on December 16, 1981, an Order was signed by this Court in the above captioned proceeding allowing the filing by Farmers National Bank of Maryland of a claim for money due under the terms of a second mortgage.

2. That Farmers National Bank of Maryland now wishes to withdraw said claim, as the Mortgagors have agreed to pay the claim outside of this foreclosure.

WHEREFORE, your movant prays:

1. That the Court pass an Order allowing the withdrawal of the claim filed by Farmers National Bank of Maryland for payment of amounts due under the terms of a second mortgage.

2. And for such other and further relief as the Court may deem just and proper.

Michael R. Roblyer

MICHAEL R. ROBLYER
7 Willow Street
Annapolis, Maryland 21401
(301) 266-5533
Attorney for
Farmers National Bank of Maryland

CLERK'S OFFICE
1981 DEC 22 PM 2:12
QUEEN ANNE'S COUNTY

RULLMAN, STEVENS AND ROBLYER, P.A.
ATTORNEYS AND COUNSELORS AT LAW
7 WILLOW STREET
ANNAPOLIS, MD 21401

LIBER 13 PAGE 856

IN THE MATTER OF THE SALE OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
NED LINWOOD FISHER AND	*	FOR QUEEN ANNE'S COUNTY
JANET A FISHER, HIS WIFE	*	EQUITY NO. 6966

* * * * * * *

ORDER

Upon consideration of the aforegoing Motion To Withdraw Claim filed by Farmers National Bank of Maryland for payment of a second mortgage out of surplus proceeds, it is thereupon ORDERED by the Circuit Court for Queen Anne's County, sitting in Equity this 22nd day of December, 1981, that

The Claim filed by Farmers National Bank of Maryland for payment of the amount due under the terms of a second mortgage is hereby authorized to be withdrawn and that the Petitioner pay any extra costs incurred in these proceedings as a result of the filing of said claim.

Clayton C. Carey
JUDGE

RECEIVED
CLERK, CIRCUIT COURT
1981 DEC 23 AM 9:52
QUEEN ANNE'S COUNTY

RULLMAN, STEVENS
AND ROBLYER, P.A.
ATTORNEYS AND
COUNSELORS AT LAW
7 WILLOW STREET
ANNAPOLIS, MD 21401

IN THE MATTER OF THE SALE OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
NED LINWOOD FISHER AND	*	FOR QUEEN ANNE'S COUNTY
JANET A. FISHER, HIS WIFE	*	EQUITY NO. 6966

* * * * *

MOTION TO RESCIND ORDER TO
WITHDRAW AUDITOR'S REPORT

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Motion of Michael R. Roblyer, Assignee for the purpose of foreclosure, respectfully represents:

1. That on December 16, 1981, an Order was signed by this Court on the basis of a Petition filed by your Petitioner in the above captioned proceedings withdrawing the Auditor's Report as originally filed in these proceedings and directing that it be delivered to John W. Sause, Jr., Court Auditor, for inclusion of a second mortgage claim in an amended Auditor's Report.

2. That your movant has withdrawn its claim for payment of said second mortgage and therefore desires that said Order be rescinded and that the Auditor be allowed to state his report as originally filed.

WHEREFORE your movant prays that the Order to Withdraw Auditor's Report dated December 16, 1981, be rescinded and that the Auditor be allowed to state his report as originally filed.

And for such other and further relief as the Court may deem just and proper.

CLERK OF CIRCUIT COURT
1981 DEC 22 PM 2:12
QUEEN ANNE'S COUNTY

MICHAEL R. ROBLYER
7 Willow Street
Annapolis, Maryland 21401
(301) 266-5533
Assignee for purpose of foreclosure

RULLMAN, STEVENS
AND ROBLYER, P.A.
ATTORNEYS AND
COUNSELORS AT LAW
7 WILLOW STREET
ANNAPOLIS, MD 21401

LIBER 13 PAGE 858

IN THE MATTER OF THE SALE OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
NED LINWOOD FISHER AND	*	FOR QUEEN ANNE'S COUNTY
JANET A. FISHER, HIS WIFE	*	EQUITY NO. 6966

* * * * *

ORDER

Upon the aforegoing Motion to Rescind Order to Withdraw Auditor's Report, it is thereupon ORDERED by the Circuit Court for Queen Anne's County sitting in Equity this 22nd day of December, 1981, that

The Order to Withdraw Auditor's Report signed by this Court on December 16, 1981, is hereby rescinded and that the Auditor is hereby allowed to state his report as originally filed in these proceedings.

JUDGE

RECORDED IN
CLERK'S OFFICE
1981 DEC 23 AM 9:52
QUEEN ANNE'S COUNTY

RULLMAN, STEVENS
AND ROBLYER, P.A.
ATTORNEYS AND
COUNSELORS AT LAW
7 WILLOW STREET
ANNAPOLIS, MD 21401

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF ~~XXXX~~ NED LINWOOD FISHER AND JANET A. FISHER, HIS WIFE	* * * * * * * *	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY No. 6966

FINAL RATIFICATION OF AUDIT

ORDERED this 23rd day of December, 19 81, by the Court that the account of the Auditor is finally ratified and confirmed, and Michael R. Roblyer, Assignee ~~XXXXXXXXXX~~ 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 23, 1981

LIBER 13 PAGE 860

IN THE MATTER OF THE SALE OF	*	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	*	FOR
NED LINWOOD FISHER AND	*	QUEEN ANNE'S COUNTY
JANET A. FISHER, HIS WIFE	*	CHANCERY NO. 6966

***

PETITION TO WITHDRAW ORIGINAL MORTGAGE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Michael R. Roblyer, Assignee for the purpose of foreclosure respectfully represents:

1. That the Original Mortgage in the above entitled case from Ned Linwood Fisher and Janet A. Fisher, his wife dated the 15th day of June, 1973 and recorded among the Land Records of Queen Anne's County in Liber 75, folio 310 was filed with this Court for foreclosure on August 31, 1981.

2. That the Sale in the above captioned case was finally ratified by this Court on December 23, 1981.

3. That distribution of the proceeds of the Sale having been made per the Auditor's Report filed in this case, your Petitioner desires to release said Ned Linwood Fisher and Janet A. Fisher from the above mentioned mortgage.

WHEREFORE, Your Petitioner prays that the original Mortgage filed in this case be withdrawn and delivered to Michael R. Roblyer, Assignee for the purpose of foreclosure, 7 Willow Street, Annapolis, Md. 21401.

AND, as in duty bound, etc.

RECEIVED
CLERK, CIRCUIT COURT
1982 JAN -4 AM 10: 25
QUEEN ANNE'S COUNTY

Michael R. Roblyer
MICHAEL R. ROBLYER, Petitioner

RULLMAN, STEVENS AND ROBLYER, P.A.
ATTORNEYS AND COUNSELORS AT LAW
7 WILLOW STREET
ANNAPOLIS, MD 21401

IN THE MATTER OF THE SALE OF	*	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	*	FOR
NED LINWOOD FISHER AND	*	ANNE ARUNDEL COUNTY
JANET A. FISHER, HIS WIFE	*	CHANCERY NO. 6966

***

ORDER

Upon the aforegoing Petition To Withdraw Original Mortgage it is hereupon ORDERED this 6th day of January, 1982, by the Circuit Court for Queen Anne's County, that the Original Mortgage filed in these proceedings from Ned Linwood Fisher and Janet A. Fisher, his wife, dated the 15th day of June, 1973 and recorded among the Land Records of Queen Anne's County in Liber 75, folio 310, be withdrawn and delivered to Michael R. Roblyer, Assignee for the purpose of foreclosure, provided a true copy thereof be substituted for the original.

Clayton C. Carter
JUDGE

CLERK, CIRCUIT COURT
1982 JAN -6 PM 1:10
QUEEN ANNE'S COUNTY

RULLMAN, STEVENS
AND ROBLYER, P.A.
ATTORNEYS AND
COUNSELORS AT LAW
7 WILLOW STREET
ANNAPOLIS, MD 21401

WILLIAM E. DAVIS 2530 Park Place, S.E. Suite 2 Washington, D. C. 20020, PLAINTIFF	*	In the Circuit Court for Queen Anne's County
VS.	*	
LES GORDON 5913 Mayflower Court Suite 203 Alexandria, Virginia 22312, DEFENDANT	*	in Equity Cause No. 6924

BILL OF COMPLAINT

JUN 22-81 * 23839 ******60.00
JUN 22-81 A 523839 ******60.00

TO THE HONORABLE, THE JUDGES OF SAID COURT:

William E. Davis, Plaintiff, by Howard Wood, his Attorney, alleges:

1. That Plaintiff is the owner in fee simple of the real estate known as "The Benjamin and Melissa Austin Lot" situate in the Fourth Election District of Queen Anne's County, Maryland, by virtue of a deed from Ethel Royal, dated July 13, 1979, and recorded among the land records of Queen Anne's County in Liber M.W.M. No. 152, folio 251, a photocopy of which is filed herewith as part hereof marked "Plaintiff's Exhibit A".

2. That said lot of land is the same land described in the second place in the mortgage from Ethel M. Royal to the Defendant, trading as Gordon's Homes, dated September 16, 1977 and recorded among the land records of Queen Anne's County in Liber C.W.C. No. 127, folio 300, of which a photocopy marked "Plaintiff's Exhibit B" is filed herewith as part hereof.

3. That said mortgage was made for part of the cost of constructing a house which Defendant had agreed to erect on part of said property.

4. That Defendant did not erect said house, and that his contemplated performance of said construction agreement was impossible in any event owing to certain Queen Anne's County ordinances.

5. That Plaintiff is advised and avers that because of the total lack of consideration for the abovementioned mortgage he is entitled to a decree providing for the cancellation of said instrument.

CLERK'S OFFICE
1981 JUN 22 PM 4:17
QUEEN ANNE'S COUNTY

Wherefore, Plaintiff prays:

1. That your Honors pass a decree cancelling the Mortgage hereinabove referred to;

2. That he may have such other and further relief as his case may require.

(Howard Wood)
Attorney for Plaintiff
119 Lawyers Row
Centreville, Maryland 21617
Telephone: (301) 758-1460

Madam Clerk:

Please issue summons and deliver copy of summons and of the aforegoing Bill and Exhibits to the undersigned for service on Defendant under Rule 107.

(Howard Wood)

LIBER 13 PAGE 863

LIBER 13 PAGE 864

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: JULY Return Day

File No. 6924

Docket M.W.M. #8

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: LES GORDON
5913 Mayflower Court
Suite 203
Alexandria, Virginia 22312

You are hereby summoned to the Circuit Court for Queen Anne's County to the JULY Return Day of this Court, to answer an action at the suit of

WILLIAM E. DAVIS
2530 Park Place S.E.
Suite 2
Washington, D.C. 20020

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

Issued 22nd day of JUNE, 1981.

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 sixty days after date of service, 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: Howard Wood
Address: 119 Lawyers Row
Centreville, MD 21617
Telephone: (301) 758-1460

Name:

Address:

Marguerite H. Franklin
Clerk

Copy of summons and proceedings delivered to Attorney for service.

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

WILLIAM E. DAVIS,	*	In the Circuit Court for
PLAINTIFF	*	
	*	Queen Anne's County
VS.	*	
	*	
	*	in Equity
LES GORDON,	*	
	*	
DEFENDANT	*	Cause No. 6924

AFFIDAVIT OF SERVICE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

I, the undersigned, Robert Brown, Deputy Sheriff of the City of Alexandria, Virginia, do hereby certify that I am over eighteen (18) years of age and that on the 3rd day of July, 1981, at 5913 Mayflower Court, Alexandria, Virginia, I served process in the above captioned cause upon the Defendant, Les Gordon, by delivering copies of the summons, Bill of Complaint, Plaintiff's Exhibit A and Plaintiff's Exhibit B to said Defendant in person, said cause being an action in which rights relating to land are involved.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing Affidavit of Service are true and correct, to the best of my knowledge, information and belief.

Robert Brown 056
(Robert Brown) Deputy Sheriff

CLERK
1981 JUL 15 AM 11:24
QUEEN ANNE'S COUNTY

LIBER 13 PAGE 866

WILLIAM E. DAVIS,	*	In the Circuit Court for
PLAINTIFF	*	
	*	Queen Anne's County
VS.	*	
	*	in Equity
LES GORDON,	*	
DEFENDANT	*	Cause No. 6924

MOTION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

William E. Davis, Plaintiff, by Howard Wood, his attorney, respectfully moves your Honors to pass a Decree Pro Confesso against Les Gordon, Defendant, and for grounds of his Motion, says:

1. That summons and copies of pleadings were personally served upon the non-resident Defendant, Les Gordon, on the 3rd day of July, 1981, as appears by the Affidavit of Service of the Deputy Sheriff of Alexandria, Virginia, filed herein.

2. That more than sixty (60) days have elapsed since the 3rd day of July, 1981; that the time for Defendant to have filed his initial pleading has therefore expired; and that Defendant has failed to appear or file such initial pleading herein.

And for his Statement of Points, Plaintiff cites Maryland Rules 111a, 105a, 107a.1,107c and 675.

RECEIVED
CLERK, CIRCUIT COURT
1981 SEP -3 PM 3:43
QUEEN ANNE'S COUNTY

And as in duty bound, etc.

Howard Wood
(Howard Wood)
Attorney for Plaintiff

DECREE PRO CONFESSO

Upon the aforegoing Motion, IT IS, this 8th day of September, 1981, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED that the Bill of Complaint in this cause is hereby taken pro confesso against Les Gordon, Defendant, and the Plaintiff is given leave to take testimony before one of the standing Examiners.

RECEIVED
CLERK, CIRCUIT COURT
1981 SEP -8 PM 3:45
QUEEN ANNE'S COUNTY

Clayton C. Carter
JUDGE

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

WILLIAM E. DAVIS

Law No.

Equity No. 6924

VS.

LES GORDON

Date: September 8, 1981

NOTICE OF ~~JUDGMENT BY DEFAULT~~

~~XXX~~

DECREE PRO CONFESSO

To:
Les Gordon
5913 Mayflower Court - Suite 203
Alexandria, Virginia 22312
(Address)

In accordance with Maryland Rules of Procedure, you are notified that a ~~judgment by default~~/decree pro confesso was entered against you in the above entitled case on September 8, 1981.

You may be able to avoid a final ~~judgment~~/decree by taking immediate action in the proceeding.

Clerk

COPY

OFFICE OF
MARGUERITE W. MANKIN
CLERK OF THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
CENTREVILLE, MARYLAND 21617

CENTREVILLE MD. 5-6-81

0.18

NOT AT THIS ADDRESS

Returned for Carrier Endorsement

Les Gordon
~~5913 Mayflower Court - Suite 203~~
~~Alexandria, Virginia 22312~~

13 MAY 86

RECEIVED
CIRCUIT COURT
P 23 AM 9:45
ANNE'S COUNTY

WILLIAM E. DAVIS, PLAINTIFF VS. LES GORDON, DEFENDANT	* * * * * * * * * *	In the Circuit Court for Queen Anne's County in Equity Cause No. 6924

TESTIMONY

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 24th day of September, 1981, in the law office of Howard Wood, 119 Lawyers Row, Centreville, Queen Anne's County, Maryland, at the hour of 3:00 o'clock P.M., there being present Ethel M. Royal, witness for the Plaintiff, and Howard Wood, the solicitor for the Plaintiff. Said witness and Catherine M. Higdon, stenographer, having been sworn by said examiner, the following testimony was taken, to wit:

FILED
SEP 28 1981
CIRCUIT COURT
QUEEN ANNE'S CO.

Mrs. Ethel M. Royal, the witness, of lawful age, having been duly sworn, deposes and says:

(questions by Mr. Howard Wood):

Q. 1. First, I'll ask you to state your name and address.

A. My name is Ethel M. Royal, Chester, Maryland.

Q. 2. Mrs. Royal, are you an owner of property?

A. Yes, the property that is now in my son's name; it's in his name now, it was in my name then.

Q. 3. I show you now a paper marked "Plaintiff's Exhibit A" filed in this case, and ask you to identify it. What is that paper, please? A copy of what?

A. A deed of my property.

Q. 4. Yes, and what is the date of it?

A. It is July 13, 1979.

Q. 5. To whom did you deed the property on that date?

A. To my son, William E. Davis.

Q. 6. Jr.?

A. Jr., that's right.

At this point, Plaintiff's Exhibit A is introduced into evidence and marked "Examiner's Exhibit A".

Q. 7. Now, Mrs. Royal, I will ask you to identify another paper which is filed in this case marked "Plaintiff's Exhibit B", and ask you what is this a copy of?

A. Mortgage, made this 16th day of September, in the year one thousand nine hundred and seventy-seven by and between Ethel M. Royal, Mortgagor, of Queen Anne's County, State of Maryland, of the first part, and Lester Gordon Homes of Delaware, 1102 South Dual Highway, Seaford, Delaware, Mortgagee, of the second part. **

Q. 8. Now, Mrs. Royal, this mortgage was signed by you to Les Gordon. What was the purpose of this mortgage?

A. He asked me to sign it, because he's coming in to get the house built; that's when I signed that.

Q. 9. This mortgage states that it secures a debt of $53,985.60.

A. That's right.

** At this point, Plaintiff's Exhibit B is introduced into evidence and marked "Examiner's Exhibit B".

Q. 10. What was that amount of money for?

A. For the down payment on the house; that's what he asked for.

Q. 11. This was what the house was going to cost?

A. No, that was the down payment; the house was going to cost more than that. That was the down payment.

Q. 12. Now, how much was the down payment?

A. At first, he told me $3,000 and then he came back for some more money, at $2,300. A little later he came back and told me that the house would be put up on Tuesday. After, I went to an attorney, after he wouldn't come back, to see about the money, I never heard from him no more. No, I did hear from him - he called me up and asked me why did I go to an attorney; he didn't like it so much. Then, after then, I didn't hear from him no more.

Q. 13. Did you give that attorney your contract with Mr. Gordon?

A. I did, I give him everything, the last thing I signed, because he promised to start building the house on Tuesday. I went to the Centreville Bank on Kent Island and signed the contract with him, and then he didn't show up. I couldn't get in touch with him; he didn't come back no more. I went and got in touch with Mr. Klauber. Some lady told me he was a nice lawyer, she knew of him.

Q. 14. Was this a Gerald Klauber of Baltimore City?

A. That's right. I went to him, because he had done some things for people she knew; she thought he could help me. That's the reason I went to him.

Q. 15. Did you ever get your contract back from Mr. Klauber?

A. He claims he gave it back, but he didn't give me anything, because Mr. Lane had all those things. But he didn't bring the papers back to me.

Q. 16. So you've never gotten your papers from Mr. Klauber?

A. No, I didn't. I looked all through the house and everywhere. I don't remember ever getting them returned back to me.

Q. 17. You mentioned a Mr. Lane, was that Mr. Klauber's associate or partner?

A. Yes. He claims that he sent them to me, but I didn't receive them.

LIBER 13 PAGE 871

Q. 18. So, as far as you know, the law firm still has your papers?

A. They must have. Because if they had sent them to me I would have found them.

Q. 19. Did you know that Mr. Klauber was disbarred and is serving time in the federal penitentiary?

A. No, I didn't.

Q. 20. At any rate, you've never gotten your papers back?

A. No, I didn't, because if they came in the mail, I should've gotten them by now.

Q. 21. Now, do you know whether or not Mr. Gordon ever applied for subdivision of your land in order to build this house?

A. He kept getting somebody to come down and clean the land up to build. And every time he cleaned up, I had to pay for that extra, and nothing ever happened.

Q. 22. You never got a subdivision permit from the county?

A. No, I did not. The way he talked I thought everything was in his hands. And when he got the house built, I was supposed to send him the payments, but he never got that far; because all he wanted was money. Last time, I paid him money and he was going to start Tuesday. I wouldn't pay him no more money, that's why I went to see that man.

Q. 23. He never even started the house?

A. He never started anything.

Q. 24. And you've never started the house with any other builder, have you?

A. No sir.

Q. 25. I show you a blueprint or copy of a plat marked "Gordon's Homes" and also marked "Lands of William Davis, Jr. and Shirley Chavis and Ethel M. Royal".

A. Yes, I know, their name was on my deed during the time I was getting the house built.

Q. 26. In the middle, between two other dwellings, there is shown 'proposed dwelling'. Was that the intention, to build the house in the middle of the property?

A. Yes, because he sent Mr. Jim Lane from Marling Farms to take the test.

Q. 27. That's a perc test?

A. That's right. And I paid him $50 out of my pocket myself. And then he still didn't build the house, after all those things he asked me to get done.

Q. 28. He never even started on it?

A. Never started. I thought he was telling me the truth, he wasn't.

Q. 29. Now, I'm going to ask you to look again at Plaintiff's Exhibit B and particularly at the amount of money that is mentioned on it. It says it secures $53,985. Now, that was the total cost of the house, was it not, after your down payment?

A. Is that $53,000?

Q. 30. Yes.

A. Oh, you are right by that. That's what it was supposed to cost. I gave him the money, but I didn't get the house.

Q. 31. You gave him $5,000?

A. That's right, I gave him $3,000, I think it was $3,200 I gave him. Then when he came back a couple months or so later he wanted more money. He had everything planned; I gave him $2,300. Then he didn't come back; that's the reason I got worried, wondered what was going on. Then I went to see Mr. Klauber when some lady I know told me that some people she knows, he helped them get straight. I didn't know anything about it.

Thank you very much

Q. 32. You never received notice that any subdivision permit or building permit had been issued by the county?

A. No sir.

Q. 33. They never started construction?

A. No sir. I thought he knew what he was doing.

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

Edward Turner, Examiner	$35.00
Witness waived fee	.00
Catherine M. Higdon, Stenographer, for transcribing testimony	35.00
Total.	$70.00

Edward Turner
Edward Turner
Examiner

DOCUMENT NO. 99,689

THIS DEED, made this 13th day of July, 1979, by ETHEL ROYAL, formerly known as Ethel Davis, of Queen Anne's County, in the State of Maryland;

WITNESSETH, that for and in consideration of the sum of One Dollar ($1.00) and for love and affection, the said Ethel Royal, in the exercise of the power of disposition reserved unto her by the deed hereinafter mentioned, does hereby grant and convey unto WILLIAM EDWARD DAVIS, JR., of said Queen Anne's County in the State of Maryland, his heirs and assigns, in fee simple, all of the following described real estate, to wit:

ALL that lot or parcel of land called or known as "The Benjamin and Melissa Austin Lot", or as "The Ethel Davis Lot", situate, lying and being in Coxes Neck, on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, on the north side of the public road leading from the point known as "Jake Brown's Corner" to the point on said road known as "Oscar Dunn's Corner", bounded on the south by said road, on the west by the land known as "The Thomas Green Property", on the north by the farm once of James Kirwan, now of Charles Kirwan or his heirs, bounded on the east by the land of Samuel Arthur Wickes, and with a frontage on said road of 200 feet, more or less, and with a depth from said road containing an equal width of 160 feet, more or less.

BEING the same and all of the land which was granted by Ethel Davis, widow, to William Edward Davis and Shirley Chavis, subject to reserved life estate and powers of disposition, by deed dated June 24, 1958 and recorded among the land records of Queen Anne's County in Liber T.S.P. No. 41, folio 250.

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 William Edward Davis, Jr., his heirs and assigns, in fee simple, forever.

PLAINTIFF'S EXHIBIT A

EXAMINER'S EXHIBIT A

AND the said Ethel Royal does hereby covenant that she has not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted and conveyed; that she will warrant specially the property hereby granted and conveyed; that she will execute such further assurances of said land as may be requisite; and certifies that there is no actual consideration paid or to be paid for this conveyance.

WITNESS the hand and seal of the said Grantor;

TEST:

Catherine M. Higdon — Ethel Royal (SEAL)
(Ethel Royal)

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

On this, the 13th day of July, 1979, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Ethel Royal known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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

RECEIVED
CLERK, CIRCUIT COURT
1979 JUL 16 PM 12:04
QUEEN ANNE'S COUNTY

Catherine M. Higdon
Notary Public
My commission expires: July 1, 1982

CATHERINE M. HIGDON NOTARY PUBLIC QUEEN ANNE'S CO. MD.

JUL 16-79 * 2 684 ******8.00
JUL 16-79 A 2 684 ******8.00

CWC

DOCUMENT NO. 90,800 LIBER 127 PAGE 300

THIS MORTGAGE, Made this 16th day of September in the year one thousand nine hundred and Seventy-Seven by and between Ethel M. Royal, Mortgagor, of Queen Anne's County, in the state of Maryland, of the first part, and Les Gordon T/A Gordon's Homes, of Delaware, 1102 S. Dual Highway, Seaford, Delaware, Mortgagee, of the second part.

WHEREAS: the said Mortgagors, are justly indebted unto the said Mortgagee in the full and just sum of $53,985.60, which sum the said Mortgagors, jointly and severally, hereby covenant and agree to repay, unto the said Mortgagee, its successors or assigns in monthly installments of $334.94 commencing on the 2nd day of December, 1977 and continuing on the 2nd of each month thereafter until the 2nd day of December, 1997, at which time the entire remaining unpaid principal balance shall be due and payable. PERCENTAGE RATE OF 9% per annum.

WHEREAS: the Mortgagors shall have the right to prepay this mortgage in whole at any time or times without penalty;

WHEREAS: the due execution of this Mortgage is a condition precedent to the granting of said loan in advance.

NOW THIS MORTGAGE WITNESSETH that in consideration of the premises and of the sum of $ 1.00, the said Mortgagor, Ethel M. Royal, does grant and assign unto Les Gordon T/A Gordon's Homes the said Mortgagee, its successors and assigns, all that improved lot or parcel of ground situate and lying in Queen Anne's County, Maryland, aforesaid and described as follows, to wit:

that lot or tract of ground called or known as "The Samuel A. Wooks Property" and/or "The Samuel A. Wickes Property" situate, lying and being in Coxes Neck on Kent Island in the Fourth Election District of Queen Anne's County in the State of Maryland on the left side of the road running down to Crab Alley Creek and more particularly described as follows, to wit: BEGINNING for the same at the Southwest corner of Kirwan's Lot at a point on the northeast side of said land and running thence Northerly with the land of Kirwan's Lot 160 feet, more or less until it meets the line of the land of or once of Lavinia Jones; thence Westerly with the last mentioned land 80 feet, more or less, to a point or boundary; thence Southerly with the land of, or once of, Benjamin F. Austin, 160 feet, more or less, to a point or boundary; thence Easterly 80 feet to the point of beginning.

Being all and the same land granted to Jane Colt Sparks, nee Mary Jane Colt, by Elmer Colt, single man, by deed dated May 6, 1941, and recorded among the land records for Queen Anne's County aforesaid in Liber A.S.C.Jr., No. 4, folio 306.

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.

PLUS

ALL that lot or parcel of land called or known as "The Benjamin and Melissa Austin Lot", or as "The Ethel Davis Lot", situate, lying and being in Coxes Neck, on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, on the North side of the public road leading from the point known as "Jake Brown's Corner" to the point on said road known as "Oscar Dunn's Corner", bounded on the South by said road, on the West by the land known as "The Thomas Green Property", on the North by the farm once of James Kirwan, now of Charles Kirwan or his heirs, bounded on the East by the land of Samuel Arthur Wickes, and with a frontage on said road of 200 feet, more or less, and with a depth from said road containing an equal width of 160 feet, more or less;

BEING the same property granted and conveyed unto Ethel Davis by Benjamin F. Austin and Melissa H. Austin, his wife by deed of conveyance bearing date July 3, 1944 and recorded among the land records of Queen Ann's County, State of Maryland, in Liber A.S.C.,Jr. No 9, folio 516.

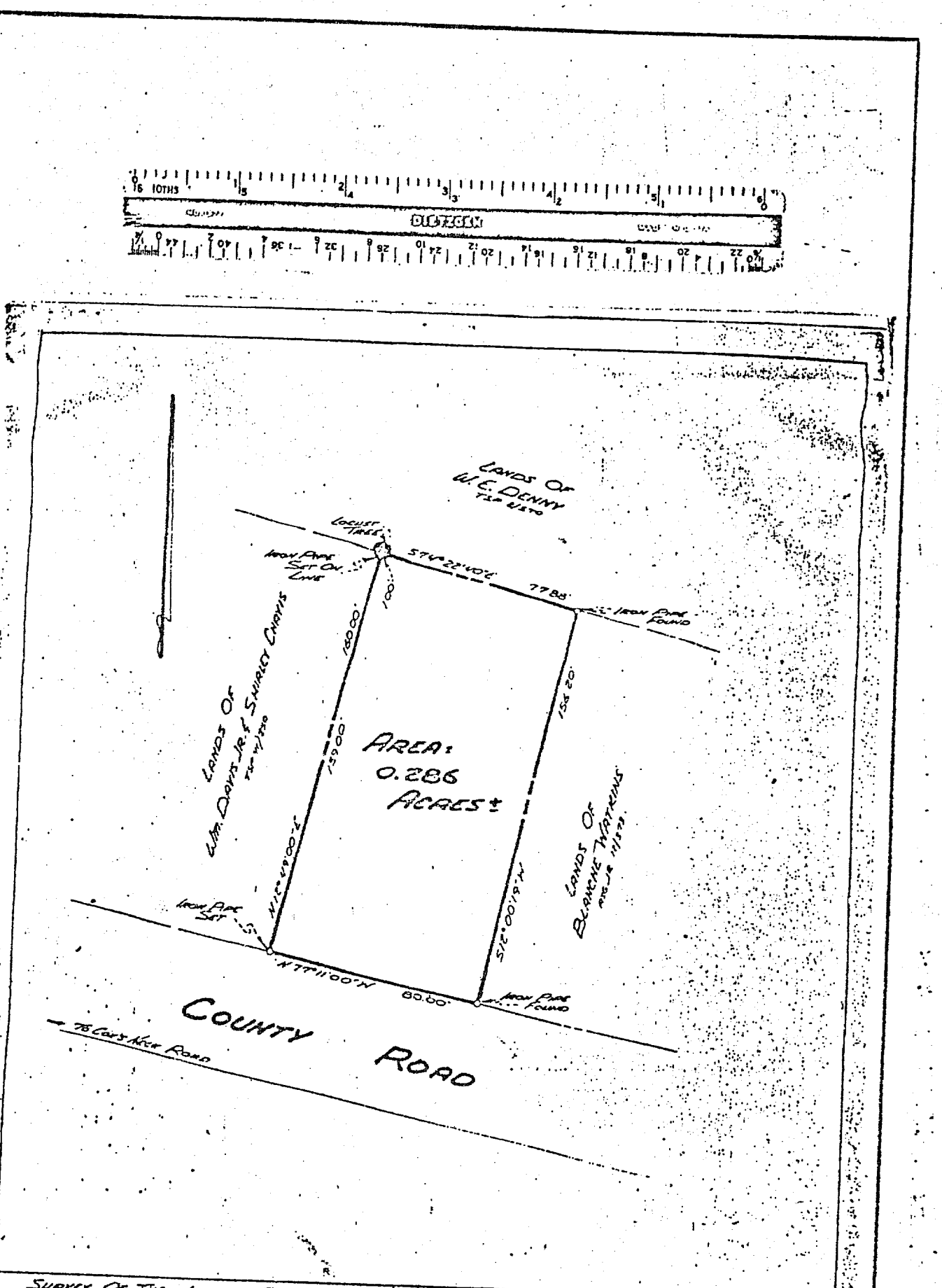
TOGETHER with the buildings and improvements thereon erected, made or being and all and every the rights, roads, and/or alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

The below attached Survey Platt becomes a part of the exhibit for the mortgage between Les Gordon T/A Gordon's Homes and Ethel M. Royal.

PLAINTIFF'S EXHIBIT B

EXAMINER'S EXHIBIT B

LIBER 13 PAGE 877



SURVEY OF THE LANDS OF ETHEL M. ROYAL 4TH DISTRICT QUEEN ANNES COUNTY MARYLAND FOR: ETHEL M. ROYAL	J. R. McCRONE, JR., INC. REGISTERED PROFESSIONAL ENGINEERS AND SURVEYORS ANNAPOLIS, MARYLAND PRINCE FREDERICK CHESTERTOWN TRAPPE LEONARDTOWN BOWIE	DRAWN BY CROWGINE SCALE 1"=100' DATE 8-77 JOB NO. 7-00990 FOLDER 536

SUBDIVISION PLAT RECORDED IN PLAT BOOK PAGE

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

To Have and To Hold the said lot or parcel of ground with the improvements and appurtenances aforesaid, unto the said Les Gordon T/A Gordon's Homes, its successors and assigns,

1102 S. Bual Hwy.
Seaford, Delaware

Provided, that if the said Mortgagor: Ethel M. Royal her heirs and assigns/executors, administrators, or assigns, shall well and truly pay or cause to be paid the aforesaid principal sum of [illegible] dollars and all the installments 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 this 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, or assigns, or Les Gordon the duly authorized Attorney or Agent of the said Mortgagee, after any default shall have occured 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 five hundred dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, his successors and 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, his heirs, personal representatives or assigns, or to whomever may be entitled to the same.

And the said Mortgagor for Himself, his heirs, personal representatives and assigns, does hereby covenant and agree that immediately upon the final insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commissions the said Mortgagor for himself, his heirs, personal representatives and assigns, does hereby covenant and the said Mortgagee, its successors and assigns or les Gordon their said Attorney, shall not be required to receive the principal 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 himself, his heirs, personal representatives and assigns, covenants with the said Mortgagee as follows: (1) That together with, and in addition to, the said debt is fully paid the following sums, and installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premiums or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in such companies, through such agents or brokers, and such form as shall be satisfactory to the Mortgagee, its successors or assigns, to the extent necessary to protect its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors, or assigns, may do do and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all taxes and any other public dues and assessments of every kind whatsoever for which the property hereby mortgaged may become liable

when payable and to pay all ground rent and insurance premiums, when and as the same shall become due and payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representative 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; (8) that at the option of the Mortgagee, the whole of said mortgage debt intended hereby to be secured shall become due and payable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the covenants or conditions hereof shall have continued for thirty days; (9) to pay a late charge not to exceed the greater of Two ($2.00) Dollars or five per cent (5%) of the total amount of any delinquent or late periodic installment of 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 expenses involved in handling delinquent payments; (10) that this loan may be prepaid, in whole; (11) that it is agreed that the Mortgagee may, at any time during the mortgage term, and in its discretion, apply for and purchase mortgage guaranty insurance, and may apply for renewal of such mortgage guaranty insurance covering this mortgage, and pay premiums due by reason thereof, and require repayment by the Mortgagor of such amounts as are advanced by the Mortgagee, and the Mortgagor hereby agrees to pay for such premiums on the first day of each month as part of the regular monthly payment, by payment of a sum equal to one-twelfth (1/12) of each annual mortgage guaranty insurance premium in accordance with the provisions of (1) of the aforegoing covenants and conditions, and in the event such insurance is placed on a single premium plan, the Mortgagor hereby agrees to repay the Mortgagee for such amount so advanced by the Mortgagee for such single premium.

And it is Agreed and Understood that until default is made, the said Mortgagor, 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 singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

The Mortgagor by execution of this instrument certifies that prior to such execution he has received both a fully executed agreement as to the contractual rate of interest and a loan disclosure statement in connection with this loan required by Article 49 of the Annoted Code of Maryland.

RECEIVED
CLERK, CIRCUIT COURT
1977 OCT 25 PM 2:53
QUEEN ANNE'S COUNTY

OCT 25-77 * 27782 ****193.55
OCT 25-77 A #27782 ****175.55
OCT 25-77 A #27781 *****17.00

WITNESS the signature (s) and seal (s) for the mortgagor (s) on the day and year first above written.

WITNESS:
Two Witnesses

Ethel M. Royal (Seal)
Ethel M. Royal

(Seal)

STATE OF MARYLAND

COUNTY OF Queen Anne's, to wit: ss

I HEREBY CERTIFY, That on this 11th day of [illegible], 1977, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Ethel M. Royal, the above named mortgagor (s) and the acknowledged the foregoing Mortgage to be her free act.

My Commission Expires
SEP 19 1978
My commission expires July 1, 1978

Notary Public

STATE OF

COUNTY OF ss

I HEREBY CERTIFY, That on this 11th day of [illegible], 1977, before me, the subscriber, a Notary Public of the County of [illegible], State of [illegible], aforesaid, personally appeared [illegible] and made on oath in due form of law that the consideration set forth in aforegoing mortgage is true and bona fide as therein set forth, and that the amount of the loan thereby secured was paid over or disbursed by the said mortgagee to the borrower or someone on his behalf at a time no later than the executed and delivery of the mortgage by the mortgagors.

AS WITNESS my Hand and Notarial Seal

Notary Public

My Commission Expires:
My commission expires July 1, 1978

LIBER 13 PAGE 852

WILLIAM E. DAVIS,	*	In the Circuit Court for
PLAINTIFF	*	
	*	Queen Anne's County
VS.	*	
	*	in Equity
LES GORDON,	*	
DEFENDANT	*	Cause No. 6924

DECREE

The Bill of Complaint, Testimony and other proceedings in the above entitled cause having been read and considered, IT IS, this 2ND day of November, 1981, ADJUDGED, ORDERED and DECREED by the Circuit Court for Queen Anne's County in Equity, as follows:

1. The Court finds that the mortgage which is the subject of this proceeding was made and delivered by Ethel M. Royal without any consideration therefor passing to her or to the Plaintiff.

2. Wherefore, the mortgage from Ethel M. Royal to the Defendant, Les Gordon, trading as Gordon's Homes, dated September 16, 1977 and recorded among the land records of Queen Anne's County, Maryland, in Liber C.W.C. No. 127, folio 300 be and it is hereby cancelled.

3. And Howard Wood is hereby appointed as Trustee with authority to release the said mortgage of record.

RECEIVED
CLERK, CIRCUIT COURT
1981 NOV -2 PM 4:25
QUEEN ANNE'S COUNTY

Taylor C. Carter
JUDGE